

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, MAY 26, 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 - April 28, 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. 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

2. Special Exception 2204SE076:
Tabled from April 28, 2022 Meeting

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

3. Zoning Map Amendment 2204PC077:

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

4. Planning Commission Approval 2205PC081:

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

5. Planning Commission 2205PC083:

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

6. Resubdivision 2205PC084:

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

7. Resubdivision 2205PC087:

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

8. Planning Commission Approval 2205PC090:

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

9. Planning Commission Approval 2205PC091:

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

10. Resubdivision 2205PC094:

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

11. Text Amendment 2205PC095:

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

12. Planning Commission Approval 2205PC096:

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

13. Planning Commission Approval 2206PC100:

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

14. Planning Commission Approval 2206PC101:

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for online jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

15. Appeal 2206PC121:

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

G4. Other Business

1. Final Plat 2204PC059:

Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Plat modification of 17-lot (Florence Gardens Phase 7), with 5 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

2. 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

H. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, April 28, 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 **4:32 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
HAROLD SPANN
BJ SELLERS
VIRGINIA ADOLPH
GARLON PEMBERTON

BOARD MEMBERS ABSENT:

BRANDON ELLIOTT
JOHN ANTHONY

STAFF MEMBERS PRESENT:

GREG HOLMES
CORY LONG
SU-LIN BOLIN
DEREK DUCKWORTH
LESLIE ERVIN

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by **Mr. Daigle** to approve Minutes of the **March 24, 2022**, meeting was seconded by **Mr. Jones** and carried unanimously.

G. **Hearing of Cases:**

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

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

G3. Routine Agenda

1. Resubdivision 2204PC047:

Resubdivison 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

Speaking for the Petition: Jennifer Weems

Speaking against the Petition: None

Motion: Mrs. Adolph – to approve the request

Second: Mr. Sellers

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

Action: Motion carries unanimously

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

Speaking for the Petition: Jimmy Randall

Speaking against the Petition: None

Motion: Mr. Daigle – to approve the request with conditions and confirmation from Public Works of public right-of-way

Second: Mr. Hewes

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

Action: Motion carries unanimously

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

Speaking for the Petition: None

Speaking against the Petition:

Motion: Mrs. Adolph – to table case to May agenda

Second: Mr. Spann

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

Action: Motion carries unanimously

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

Speaking for the Petition: Brandie Wright

Speaking against the Petition: None

Motion: Mr. Jones – to approve the request

Second: Mrs. Adolph

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

Action: Motion carries unanimously

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 2

Speaking for the Petition: Michael Magee

Speaking against the Petition: None

Motion: Mr. Hewes – to approve the request with conditions

Second: Mr. Hancock

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

Action: Motion carries unanimously

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

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Mr. Spann – to approve the request

Second: Mr. Hewes

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

Action: Motion carries unanimously

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 VII), with 6 outparcels, Zoned R-1-7.5 (Single-family), Ward 6

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Mr. Hancock – to approve the request

Second: Mr. Pemberton

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

Action: Motion carries unanimously

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

Speaking for the Petition: Sichana Jean

Speaking against the Petition: None

Motion: Mr. Hancock – to approve the request

Second: Mrs. Adolph

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

Action: Motion carries unanimously

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

Speaking for the Petition: Ben Smith

Speaking against the Petition: Charles A. Van Camp Jr. (Questions)

Motion: Mr. Jones – to approve the request

Second: Mr. Spann

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

Action: Motion carries unanimously

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 (Single-family) and R-1-15 (Single-family), Ward 6

Speaking for the Petition: Ben Smith

Speaking against the Petition: Ashlie Wyatt (Questions), Ken Edwards (Questions)

Motion: Mr. Pemberton – to approve the request

Second: Mr. Hewes

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

Action: Motion carries unanimously

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

Speaking for the Petition: Kenneth Jones

Speaking against the Petition: Dave Keeny (Questions)

Motion: Mr. Pemberton

Second: Mr. Hancock

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

Action: Motion carries unanimously

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

Speaking for the Petition: Kenneth Jones

Speaking against the Petition: Dave Keeny (Questions)

Motion: Mr. Hewes – to approve the request with conditons and letter from the Fire Department is required

Second: Mr. Pemberton

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

Action: Motion carries unanimously

13. Zoning Map Amendment 2204PC069:

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

Speaking for the Petition: Martin Jones

Speaking against the Petition: None

Motion: Mr. Daigle – to approve the request

Second: Mr. Jones

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

Action: Motion carries unanimously

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

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Mr. Sellers – to approve the request

Second: Mr. Pemberton

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

Action: Motion carries unanimously

15. 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

Speaking for the Petition: Robert Heinrich, Austin Schnitzlein

Speaking against the Petition: None

Motion: Mr. Pemberton

Second: Mr. Sellers

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

Action: Motion carries unanimously

16. 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

Speaking for the Petition: Robert Heinrich

Speaking against the Petition: None

Motion: Mr. Hewes – to approve the request with the condition that only Parcel A to be rezoned

Second: Mr. Jones

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

Action: Motion carries unanimously

17. Special Exception 2204SE076:

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

Speaking for the Petition: None

Speaking against the Petition:

Motion: Mrs. Adolph – to table case to May agenda

Second: Mr. Pemberton

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

Action: Motion carries unanimously

18. Final Plat 2204PC78:

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

Speaking for the Petition: Bill Lavers

Speaking against the Petition: None

Motion: Mr. Spann – to approve the request with the conditions stated in the executive summary in the staff report

Second: Mr. Pemberton

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

Action: Motion carries unanimously

19. 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

Speaking for the Petition: Frank Lombardi

Speaking against the Petition: None

Motion: Mr. Hewes – to approve the request

Second: Mr. Sellers

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

Action: Motion carries unanimously

20. 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

Speaking for the Petition: Jeff Bruni

Speaking against the Petition: None

Motion: Mr. Sellers – to approve as presented

Second: Mr. Spann

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

Action: Motion carries unanimously

G4. Other Business

Modifications to 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: Mr. Hewes – to approve with the condition of 26-foot wide street with the limestone alley hardship

Second: Mr. Daigle

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

Action: Motion carries 7 – yeas and 1 – abstain

H. Adjournment

There being no further business, a Motion was made by Mr. Spann to adjourn, seconded by Mr. Pemberton and carried unanimously. The meeting adjourned at 6:39pm.

WILLIAM PRINCE JONES, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 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: May 26, 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: May 26, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 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 civic/social organization in the future land use plan. Specifically meaning, the existing use of an indoor theater was intended to become conforming.

The applicant stated mistake as a justification of change as required by ordinance and application:

1. The applicant paraphrases mistake or error as "someone either missed checking the zoning, or simply did not make the needed adjustments." Interestingly enough, the zoning at that time had been abandoned and a new ordinance adopted in 1979, which is the code (as amended), still applied today. In the 2002 comprehensive plan, the property was expected to be a civic/social property, but no zone change ever took place. Therefore, while the applicant's write up of mistake is misdirected; ultimately, it appears a mistake has taken place.

Technical Report

Zoning Map Amendment

2. Need is not addressed by the applicant.

EXECUTIVE SUMMARY

The future land use plan of the City intended 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.

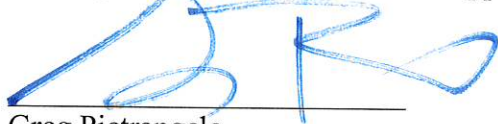
With this in consideration, a zoning change to B-2 may be an excessive change into the adjacent neighborhood. The use would be allowed with designations of R-B and B-1, both of which would allow the theater, but could tamper down any potential change of ownership and change of use of the building that could be more detrimental to the neighborhood.

Any approval should consider these conditions:

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

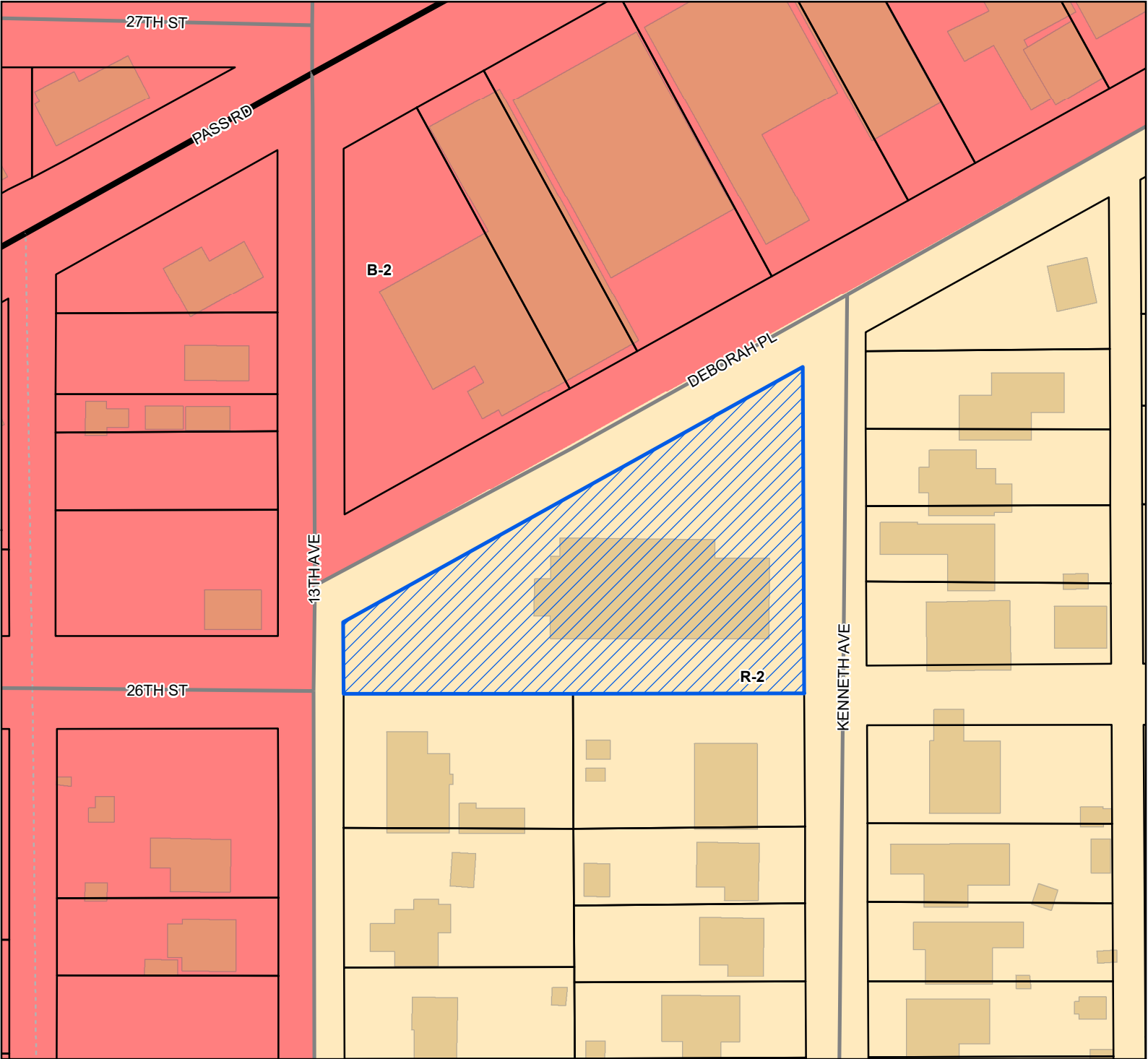
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



Site

US or State Highway

Street

Alley

Parcels

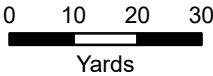
Buildings

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)

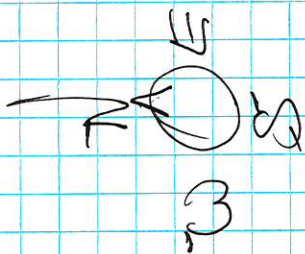
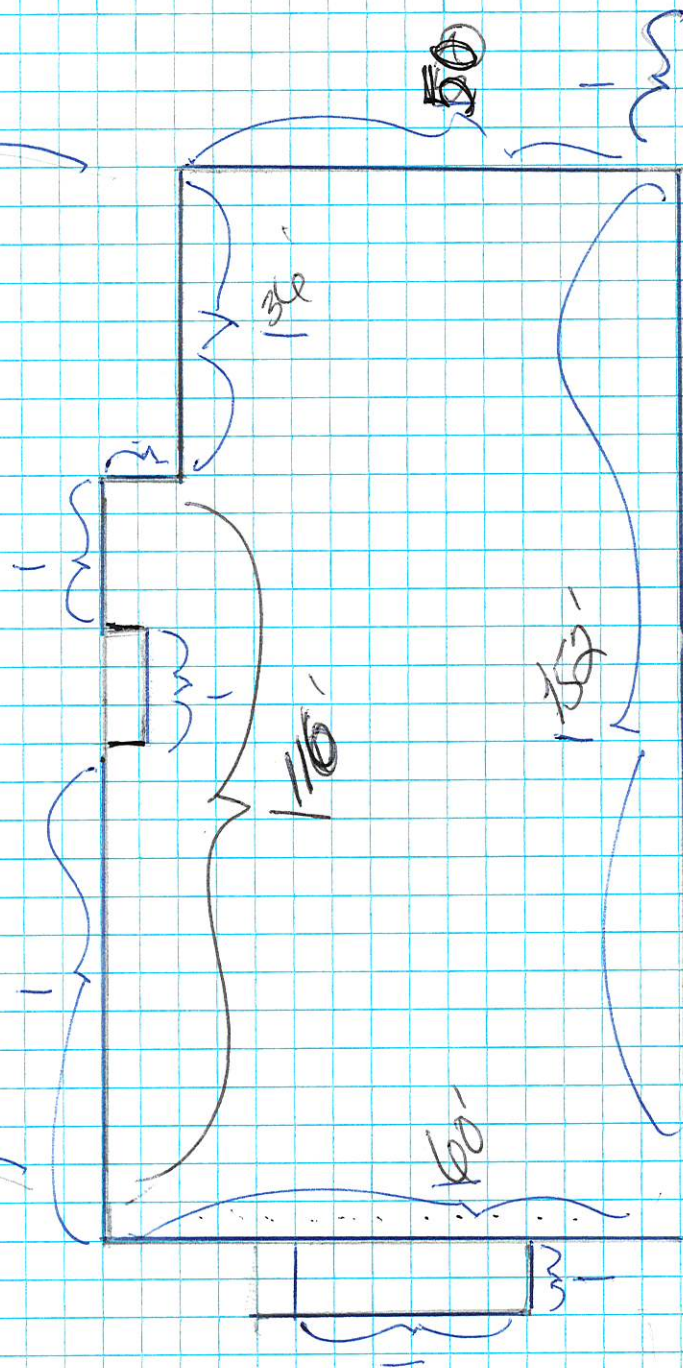
IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: J. Michael Petro

CLT REMOD.

Kearney Ave
DEM'S

Debarck Place



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.

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,

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 since 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.

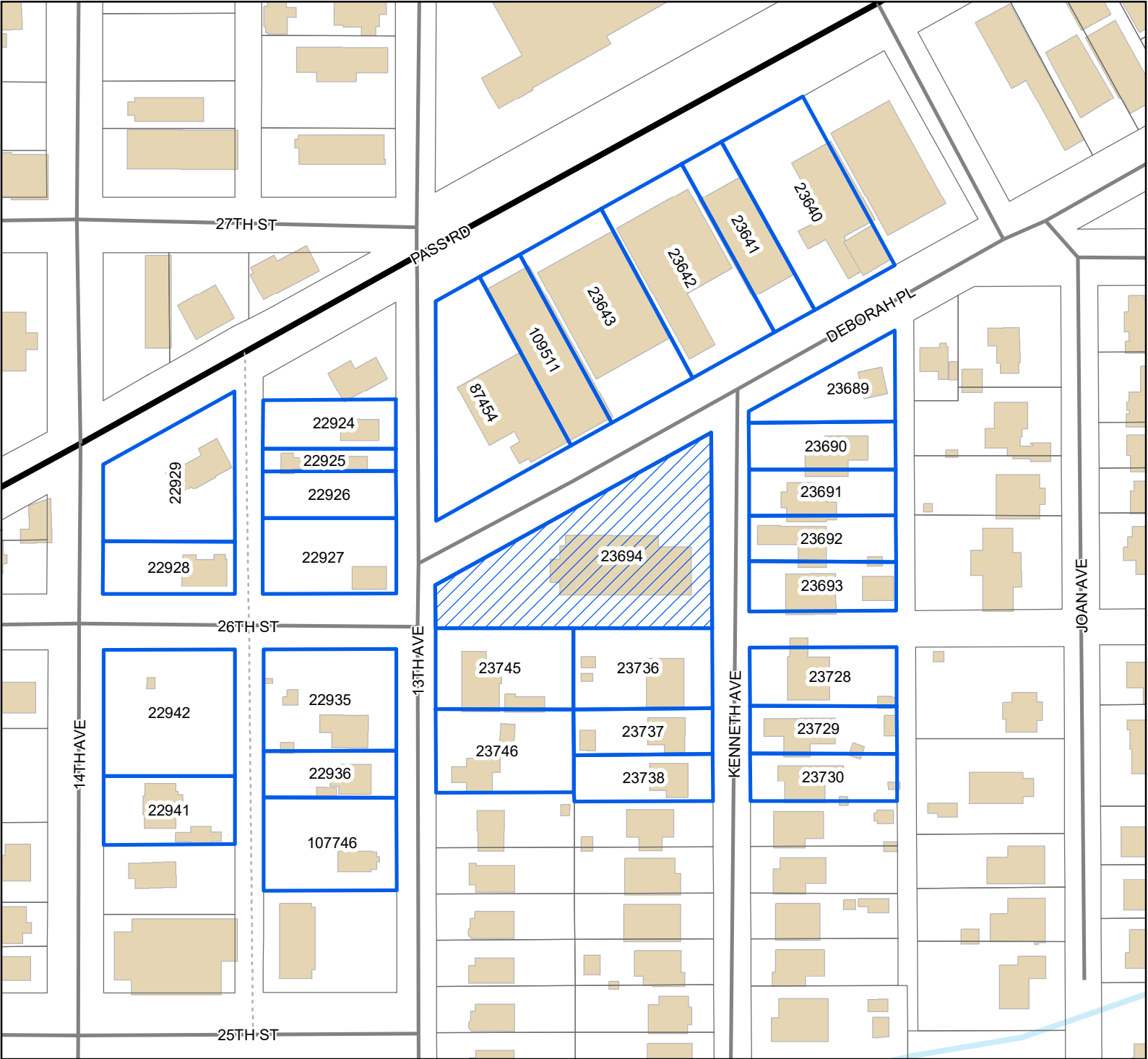
The Gulfport Little theatre needs to have its rezoning application approved as there has been a material change in the character and conditions of the neighborhood in close proximity to the GLT property. Also, there is a public need for more uses of property within the City that allow for the promotion of culture and artistic opportunities and experiences. The GLT has been fulfilling that public need for decades as a non-conforming use. It is long since time for the zoning use classification to be changed to conform to the commercial character and conditions of the area.

Please approve the proposed rezoning. Financing to make the improvements and repairs to the GLT is dependent upon the approval of the rezoning.

Respectfully,

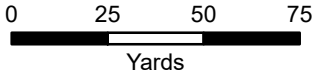
**J. Michael Petro
AGENT Gulfport Little Theatre**

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

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 >>](#)

THANK YOU for your legal submission!

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Submitted

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BLX - Legal Ads

Final Cost:

63.48

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Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

[<< 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: May 26, 2022

Re: Special Exception 2204SE076:
Tabled from April 28, 2022 Meeting

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.

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.

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.
3. Parking is inadequate.

12.12

Technical Report
SPECIAL EXCEPTION

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 4/12/2022.

Public Works: No comment as of 4/14/2022.

Traffic and Safety: Conditions. Parking inadequate. Memo dated 4/8/2022.

Building Code Services: 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.

GIS: No conditions. Memo dated 4/7/2022.

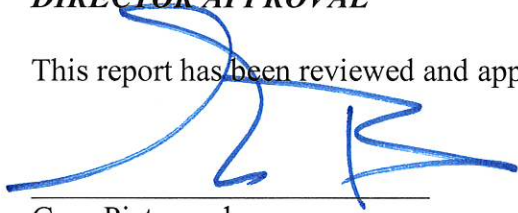
Police Department: No conditions. Memo dated 4/06/2022.

Fire Department: Conditions. Sprinklers/Alarm required. Memo dated 4/11/2022.

City Arborist: 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

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

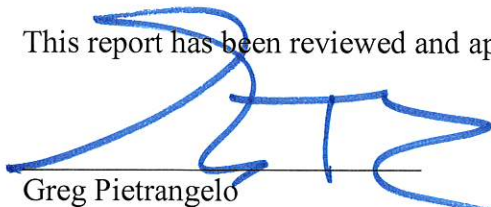
3. On April 21, 2022 the Zoning Board denied the applicant request.
4. Parking is inadequate.

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

h. l.



















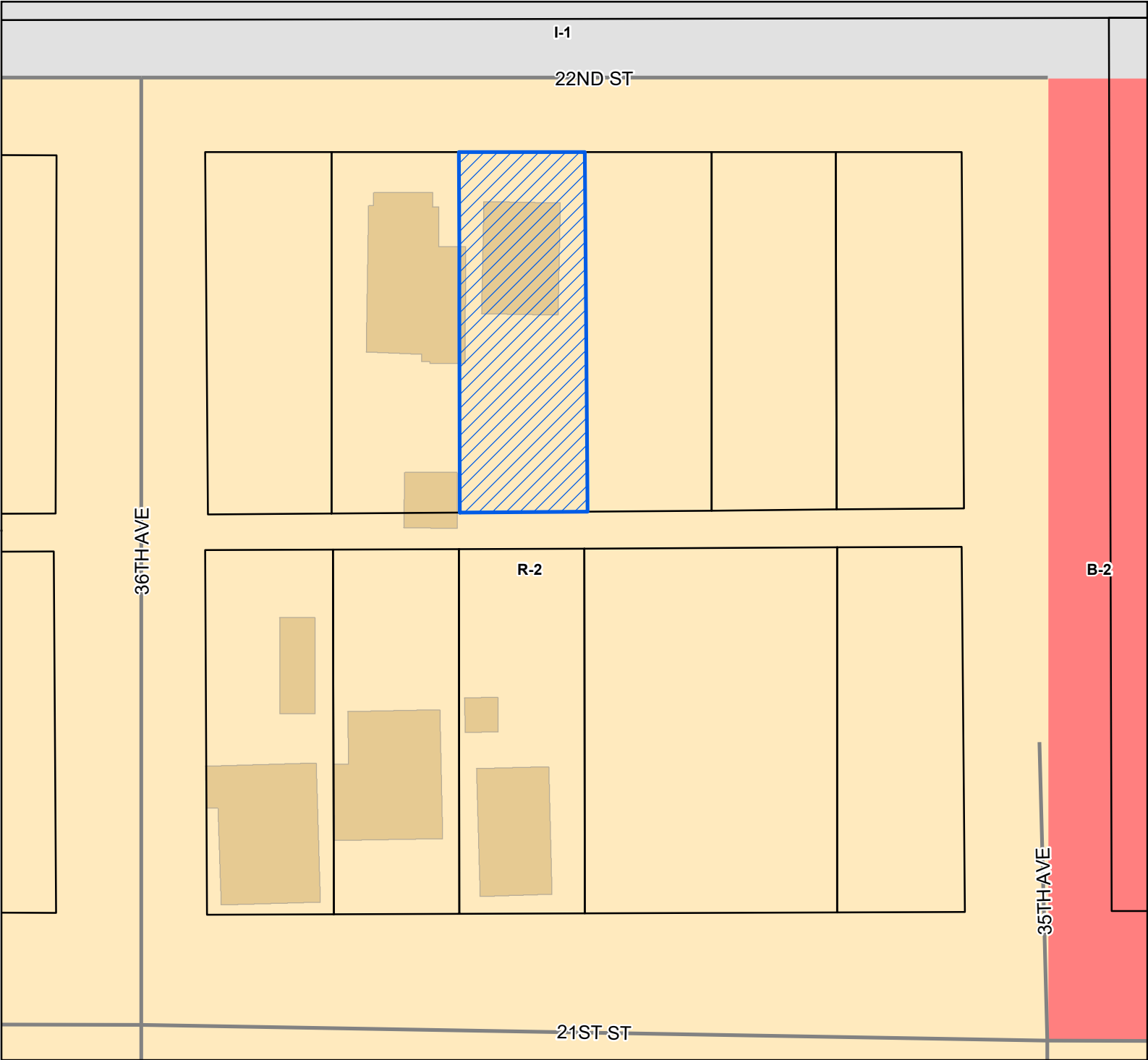








Sent from my iPhone



Legend

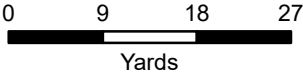
- Site
- Street
- Parcels
- Buildings

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

					-			-						•					
					-			-						•					
					-			-						•					

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.

☐

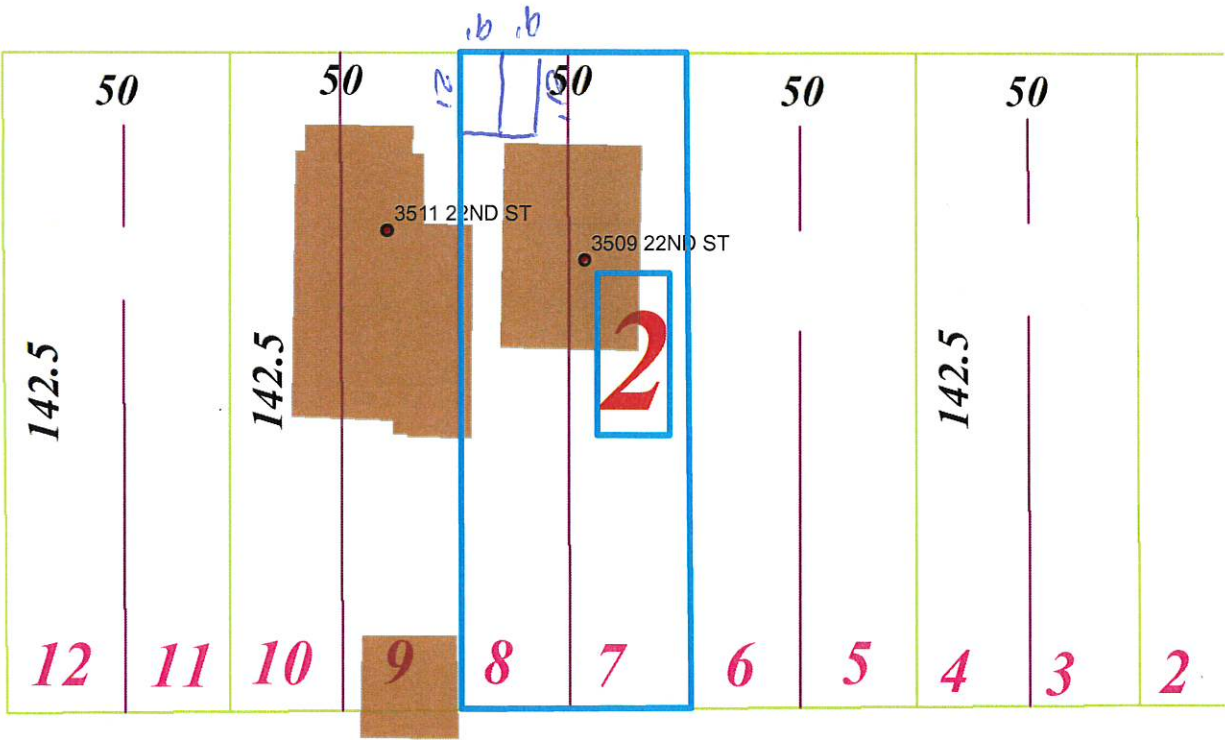
SECTIONS A. THROUGH H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.



22ND ST

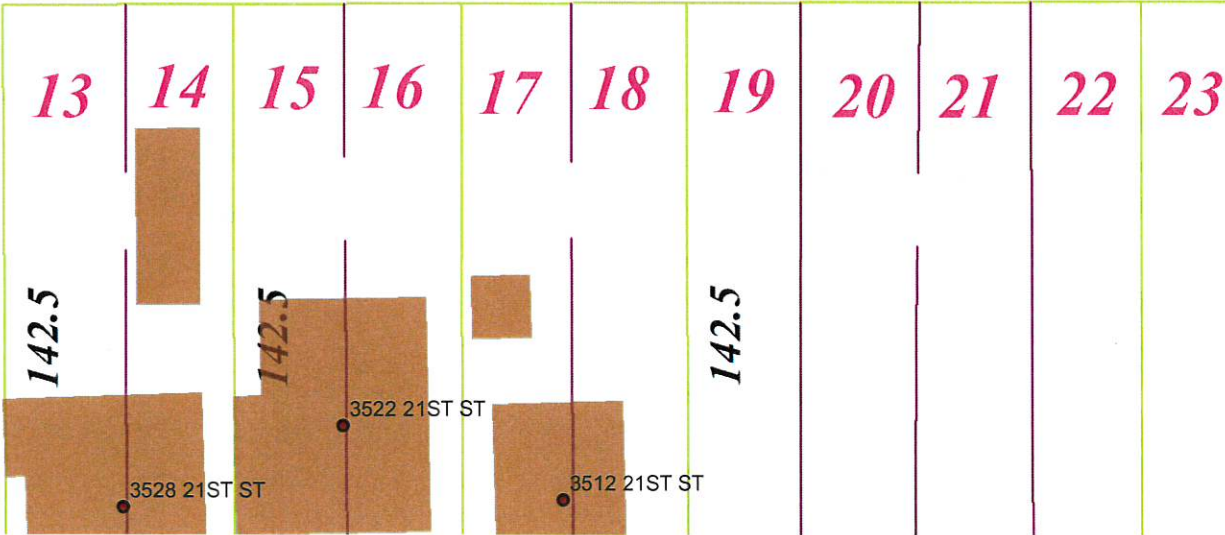
142.5

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

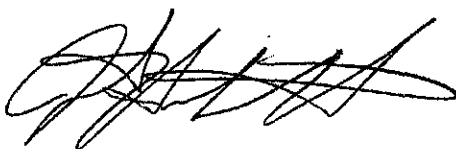
Grantor:
Joseph L Hutchinson
18353 Sky Lane
Saucier, MS 39574
(225) 304-1119

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:

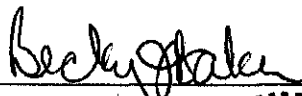
LOTS 7 & 8 BLK 2 SEA VIEW ADD PART OF NE ¼ OF SE ¼ OF
SEC 5-8-11 SEA VIEW ADD S/T/R 05-08-11 BLOCK 002
PARCEL 0711H-01-007.000
HARRISON COUNTY, MISSISSIPPI

Joseph L. Hutchinson



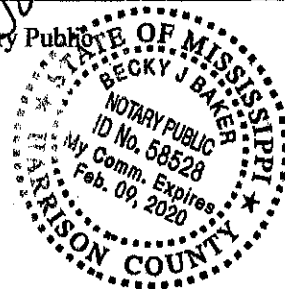
STATE OF MISSISSIPPI
COUNTY OF HARRISON

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.

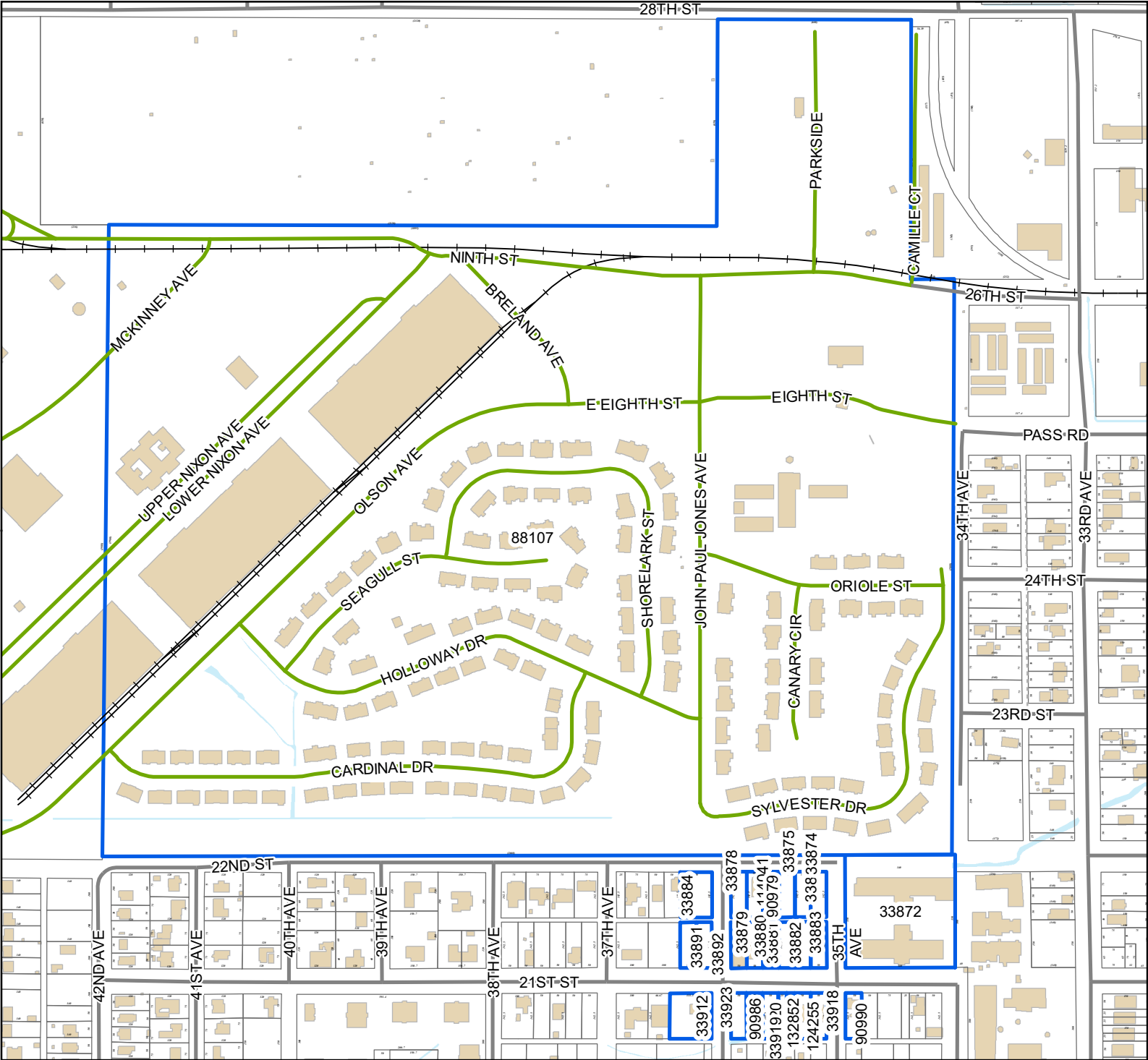


Notary Public

My Commission Expires: Feb 9, 2020

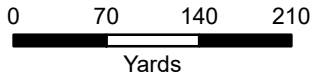


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	90979	0711H-01-007.000	MATHEW HUTCHINSON (OWNER)	13085 ANDY ST	GULFPORT	MS	39503
	90979	0711H-01-007.000	BRIDGET HUTCHINSON (AGENT)	18353 SKY LANE	SAUCIER	MS	39574
N			Adjacent Property Owners				
	33882	0711H-01-004.000	BROWN SYLVIA L ETAL	P O BOX 2440 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: May 26, 2022

Re: **Zoning Map Amendment 2204PC077:**

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2204PC077

Hearing Date: May 26, 2022

Current Zoning/Use: I-2 / Boat building

Legal: Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

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 69.4 acres of property from I-2 (Heavy industry) to an I-3 (Planned industrial park) zone. Currently, the property is being used as an industrial business with boat building on site. The current and proposed zoning does allow for this use or the expansion of it.

According to the City's 2002 Comprehensive Plan, this area was intended to stay heavy industry in the future land use plan. Specifically meaning, the existing use of a boat manufacture or similar heavy industry was intended to stay in this area.

The applicant has chosen the character of the area has changed as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Change of character is addressed by the applicant as the property to the west has less industrial character with the current use. The applicant states, "the I-3 zoning will permit

10.4

Technical Report

Zoning Map Amendment

uses which are less industrial and allow for more recreational activities.” It is not mentioned by the applicant the type of recreational uses is intended on the proposed project.

Recreational uses such as a, RV Park, outdoor theater, and amusement outdoor are uses that are allowed by right in an I-3 zone and not an I-2. Allowing recreational uses, where heavy industry is intended could push them away causing conflict that is typically resolved in a residential focused manner.

EXECUTIVE SUMMARY

The future plan of the City’s growth indicated that continuing heavy industry use was in the future. There is a section of Seaway Road that is zoned I-3 where recreational uses allowed would be in harmony. Please see the chart for potential uses allowed by ordinance in an I-2 and I-3 zones. Approving this would negate many of the principles for which zoning regulations are intended.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

NAMES OF USES AND CONDITIONS	I-2	
ANIMAL BLACK, LAMPBLACK, BONE BLACK, MANUFACTURE	X	
ACETYLENE GAS MANUFACTURE AND/OR STORAGE	X	
ACID MANUFACTURE: HYDROCHLORIC, NITRIC, PICRIC, SULPHURIC, SULPHUROUS, CARBOLIC	X	
ANIMAL REDUCTION	X	
BONES, DISTILLATION	X	
CEMENT, LIME, GYPSUM AND PLASTER MANUFACTURE	X	
CLAY AND CLAY PRODUCTS MANUFACTURE*	X	
DETERGENTS, SOAPS AND BY-PRODUCTS USING ANIMAL FAT, MANUFACTURING	X	
DISINFECTANT, INSECTICIDE OR POISON	X	
EXPLOSIVES, FIREWORKS AND GUNPOWDER MANUFACTURE AND/OR STORAGE	X	
FERTILIZERS MANUFACTURE OR PROCESSING AND STORAGE	X	
GRAIN MILLING, STORAGE AND ELEVATORS	X	
MEAT SLAUGHTERING AND/OR PACKING	X	
PETROLEUM AND PETROLEUM PRODUCTS, MANUFACTURING, PROCESSING	X	
RUBBER OR GUTTA-PERCHA MANUFACTURE, PROCESSING OR RECLAIMING	X	
TAR MANUFACTURE OR DISTILLATION	X	
WOOD PRESERVING BY CREOSOTE OR OTHER IMPREGNATION TREATMENT	X	
BATTERY MANUFACTURE	R	
BOAT BUILDING	R	
BREWERY	R	
BROOMS AND BRUSHES MANUFACTURE	R	

NAMES OF USES AND CONDITIONS	I-2	
BUTANE AND OTHER LIQUEFIED PETROLEUM GAS PRODUCTS STORAGE AND SALES*	R	
CLOTHING MANUFACTURE	R	
CONCRETE AND CONCRETE PRODUCTS MANUFACTURE	R	
COTTON COMPRESS	R	
DRUG MANUFACTURE	R	
ELECTROPLATING	R	
FOOD PRODUCTS MANUFACTURE	R	
FOUNDRY	R	
FROZEN FOOD MANUFACTURE	R	
GLASS MANUFACTURE	R	
GLASS PRODUCTS MANUFACTURE: FROM GLASS STOCK	R	
HARDWARE MANUFACTURE	R	
ICE MANUFACTURE	R	
MATTRESS MANUFACTURE AND REBUILDING	R	
METAL PRODUCTS FABRICATION	R	
MILLINERY MANUFACTURE	R	
MILLWORK AND SIMILAR WOOD PRODUCTS	R	
PACKING AND GASKET MANUFACTURE	R	
PAPER PRODUCTS MANUFACTURE	R	
PLASTIC FABRICATION	R	
PLASTICS MANUFACTURE	R	
SHOE MANUFACTURE	R	
TEXTILE MILL	R	
TOY MANUFACTURE	R	
TRAILER MANUFACTURE	R	
WELDING SHOP	R	
ABRASIVES MANUFACTURE	R	
AIR PRODUCTS MANUFACTURE	R	
ALCOHOL DISTILLATION AND/OR STORAGE	R	

NAMES OF USES AND CONDITIONS	I-2	
AMMONIA, BLEACHING POWDER AND CHLORINE MANUFACTURE	R	
ASBESTOS PRODUCTS MANUFACTURE	R	
ASPHALT PRODUCTS MANUFACTURE	R	
AUTOMOBILE MANUFACTURE	R	
AUTOMOBILE AND TRUCK BODY MANUFACTURE	R	
BOILER OR TANK WORKS	R	
CAUSTIC SODA MANUFACTURE	R	
CHEMICALS (HEAVY OR INDUSTRIAL) MANUFACTURE AND/OR PROCESSING	R	
COTTON GINNING AND BALING	R	
DYESTUFF MANUFACTURE	R	
FELT MANUFACTURE	R	
FUNGICIDES MANUFACTURE	R	
GRAIN DRYING OR FEED MANUFACTURE FROM REFUSE, MASH OR GRAIN	R	
GRAPHITE MANUFACTURE	R	
HAIR PRODUCTS MANUFACTURE OR PROCESSING	R	
INSULATION MANUFACTURE OR FABRICATION	R	
LINOLEUM MANUFACTURE	R	
METAL INGOTS, PIGS, CASTINGS, SHEETS OR BARS	R	
OILS AND FATS MANUFACTURE: ANIMAL AND VEGETABLE	R	
PAINTS, PIGMENTS, ENAMELS, JAPANS, LACQUERS, PUTTY, VARNISHES, WHITING, AND WOOD FILLER, MANUFACTURE OR FABRICATION	R	
PAPER, PULP, CELLULOSE AND RAYON MANUFACTURE	R	
POTASH WORKS	R	
SAWMILL OR PLANING MILL	R	
SHOE POLISH OR STOVE POLISH MANUFACTURE	R	
SODA AND WASHING COMPOUND MANUFACTURE	R	
SUGARS AND STARCHES MANUFACTURE	R	
SYRUP MANUFACTURE	R	
TIRE GRINDING: ENTIRELY WITHIN THE CONFINES OF AN ENCLOSED BUILDING	R	

NAMES OF USES AND CONDITIONS	I-2	I-3
TOOL MANUFACTURE	R	—
CABINET OR CARPENTER SHOP	—	R
INDUSTRIAL—USES PERMITTED IN I-1, WITH ADDITIONAL SETBACKS	—	R
BEVERAGE MANUFACTURE (NONALCOHOLIC)	—	R
CANVAS PRODUCTS MANUFACTURE	—	R
COFFEE ROASTING	—	R
CREAMERY, INCLUDING ICE CREAM MANUFACTURE, WHOLESALE	—	R
FUR DYEING, FINISHING AND STORAGE; NO TANNING	—	R
METAL SHARPENING	—	R
NOVELTY AND SOUVENIR MANUFACTURE	—	R
OFFICE EQUIPMENT AND SUPPLIES MANUFACTURE	—	R
POULTRY (LIVE) STORAGE AND/OR DRESSING	—	R
PRINTING, PUBLISHING AND ALLIED INDUSTRIES	—	R
SPORTING GOODS MANUFACTURE	—	R
GARBAGE DUMPING/LANDFILL*	X	—
ELECTRIC SUBSTATION: MUST BE ENCLOSED WITHIN A	R	R
ELECTRIC SUBSTATION: MUST BE ENCLOSED WITHIN A CHAINLINK OR SIMILAR FENCE, OR RAISED ABOVE GROUND SO AS TO BE INACCESSIBLE TO UNAUTHORIZED PERSONS*	R	R
FREIGHT DEPOT, RAILWAY AND/OR TRUCK	R	R
GAS REGULATOR STATION	R	R
PARKING LOT	R	R
RADIO AND TELEVISION BROADCASTING	R	R
RADIO TOWERS	R	R
TRUCK FLEET STORAGE (COMMERCIAL)	R	R
UTILITY WAREHOUSE OR STORAGE FACILITY*	R	R
WATER STORAGE*	R	R

NAMES OF USES AND CONDITIONS	I-2	I-3
CARNIVAL OR CIRCUS: AS A TEMPORARY USE OR PERMIT ISSUED BY THE BUILDING OFFICIAL, SUCH PERMIT TO BE GOOD FOR PERIOD NOT EXCEEDING THREE (3) DAYS AND RENEWAL FOR NOT MORE THAN ONE SUCH PERIOD	R	R
SEWAGE DISPOSAL PLANT	R	P
ELECTRIC POWER GENERATING STATION	R	—
RAILROAD FACILITIES*	R	—
SEAPORT AND RELATED PORT ACTIVITIES	R	—
AUTOMOBILE STORAGE (COMMERCIAL) INCLUDING PARKING LOTS*	P	R
AIRPORT, ACCESSORY USES AND SUPPORT SERVICES	P	P
BUS BENCHES, BUS SHELTERS; MAY BE CONSIDERED FOR ONLY THOSE LOCATIONS THAT HAVE BEEN DESIGNATED BY THE APPROPRIATE TRANSIT AUTHORITY AS BUS STOPS (COAST TRANSIT AUTHORITY STOP)	P	P
PIPELINE OR ELECTRIC TRANSMISSION LINE: RIGHTS-OF-WAY FOR PIPELINES OR TRANSMISSION LINES OF 44KV POTENTIAL AND ABOVE, OVER AND ACROSS PRIVATE PROPERTY*	P	P
RAILROAD RIGHTS-OF-WAY; BUT NOT INCLUDING SHOPS, YARDS, AND TEAM TRUCKS*	P	P
WATER OR SEWAGE PUMPING STATION	P	P
RADIO AND TELEVISION BROADCASTING STUDIO	P	—
RAILROAD FACILITIES; EXCEPT SHOPS*	—	R
AMUSEMENT, OUTDOOR COMMERCIAL*	—	P
SHOOTING RANGE	—	P
THEATER, OUTDOOR*	—	P
RESTAURANT	X	X

NAMES OF USES AND CONDITIONS	I-2	I-3
AUTOMOBILE WRECKING, DISMANTLING OR SALVAGE: MUST BE ENCLOSED WITHIN A FENCE AT LEAST TEN (10) FEET HIGH AND AT MAXIMUM OPACITY TO OBSTRUCT VIEW, NOISE AND PASSAGE OF PERSONS; CHAINLINK OR SIMILAR FENCE WILL BE PERMITTED IF SCREEN PLANTING WHICH PROVIDES MAXIMUM OPACITY IS PROVIDED	X	—
DELICATESSEN	X	—
NURSERY, DAY-CARE, KINDERGARTEN	X	—
STOCKYARDS*	X	—
BAKERY, WHOLESALE	R	R
BOAT SALES, ACCESSORIES AND SERVICE*	R	R
BUTANE AND OTHER LP GAS PRODUCTS STORAGE AND SALES*	R	R
DRY GOODS, WHOLESALE	R	R
FOOD PRODUCTS, WHOLESALE STORAGE AND SALES	R	R
FRUIT AND PRODUCE, WHOLESALE	R	R
HARDWARE, WHOLESALE STORAGE AND SALES	R	R
LUMBER YARD AND BUILDING MATERIALS*	R	R
MACHINERY, TOOLS AND CONSTRUCTION EQUIPMENT SALES AND SERVICE	R	R
MAIL-ORDER HOUSE	R	R
MEDICAL SUPPLIES, WHOLESALE	R	R

NAMES OF USES AND CONDITIONS	I-2	I-3
MICROBREWERY/CRAFT BREWERY—A SMALL OR INDEPENDENT BREWERY THAT ANNUAL PRODUCES NO MORE THAN 15,000 US BEER BARRELS (1,800.000 L), PROVIDED THAT NO PART OF SUCH ESTABLISHMENT OR FACILITY, INCLUDING ANY PARKING LOT USED THEREBY, SHARED OR OTHERWISE, SHALL BE LOCATED CLOSER THAN ONE THOUSAND (1,000) FEET TO ANY CHURCH, SCHOOL, KINDERGARTEN, FUNERAL HOME, DAY-CARE CENTER, MUSEUM OR LEARNING CENTER, EDUCATIONAL FACILITY, LIBRARY, NIGHT CLUB, DANCE HALL, WITH THE SOLE EXCEPTION THAT A " MICROBREWERY / CRAFT BREWERY " LOCATED WITHIN THE (CENTRAL BUSINESS) DISTRICT SHALL NOT BE SUBJECT TO THE DISTANCE REQUIREMENTS FROM THE ABOVE MENTION USES. THE APPLICANT MUST PROVIDE WRITTEN CERTIFICATION THAT THE PROPOSED MICROBREWERY / CRAFT BREWERY MEETS THE DISTANCE REQUIREMENTS SET FORTH HEREIN.	R	R
OIL WELL SUPPLIES AND MACHINERY*	R	R
OPTICAL GOODS, WHOLESALE	R	R
PAPER SUPPLIES, WHOLESALE	R	R
PETROLEUM AND PETROLEUM PRODUCTS BULK STORAGE AND DISTRIBUTION	R	R
ROOFING AND SHEET METAL SHOP	R	R
SEAFOOD STORE, RETAIL	R	R
SEAFOOD STORE, WHOLESALE	R	R
WAREHOUSE	R	R

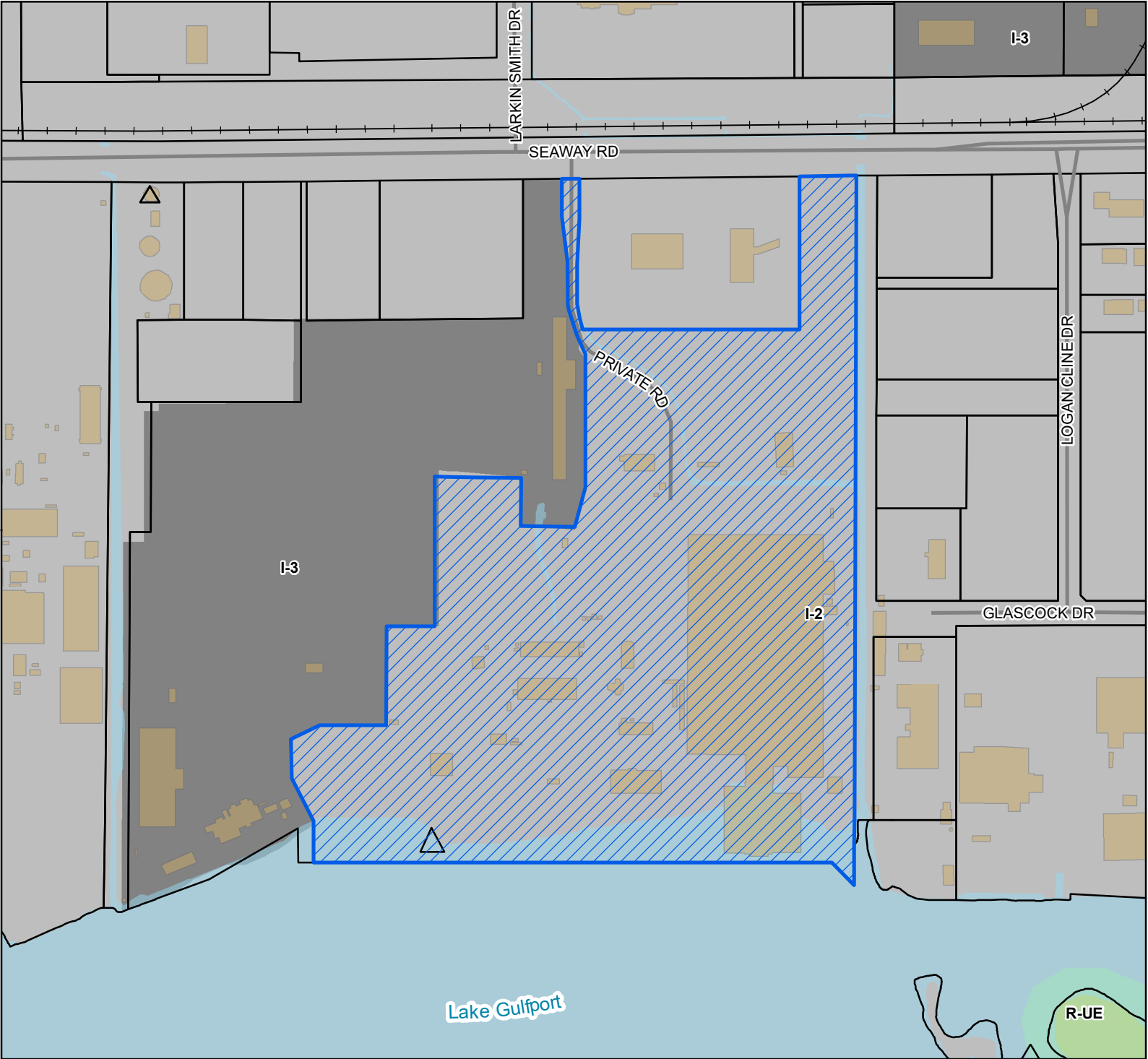
NAMES OF USES AND CONDITIONS	I-2	I-3
PAWN SHOP	R	-
MARINA	P	P
AIR CONDITIONING SALES AND SERVICE	-	R
AUTOMOBILE AND TRUCK SALES AND REPAIR; BUT NOT INCLUDING COMMERCIAL WRECKING, DISMANTLING OR AUTO SALVAGE YARD. THE UNENCLOSED PART SHALL COMPLY WITH THE REQUIREMENTS FOR MAINTENANCE OF OFF-STREET PARKING FACILITIES, EXCEPT THE PROHIBITION OF SALES.* THE UNENCLOSED PART MUST BE ENCLOSED WITHIN A FENCE AT LEAST TEN (10) FEET HIGH AND AT MAXIMUM OPACITY TO OBSTRUCT VIEW, NOISE AND PASSAGE OR PERSONS; CHAINLINK OR SIMILAR FENCE WILL BE PERMITTED IF SCREEN PLANTING WHICH PROVIDES MAXIMUM OPACITY IS PROVIDED	-	R
BAIT STORE OR SALES (LIVE)	-	R
BARBER AND BEAUTY SUPPLIES AND EQUIPMENT SALES	-	R

NAMES OF USES AND CONDITIONS	I-2	I-3
BICYCLE AND/OR LAWN MOWER SALES AND REPAIR	—	R
DAIRY EQUIPMENT SALES	—	R
FARM EQUIPMENT AND SUPPLIES SALES*	—	R
FEED STORE	—	R
FIXTURE SALES	—	R
MARINE STORES AND SUPPLIES	—	R
MEDICAL SUPPLIES, RETAIL	—	R
MOTORCYCLE SALES AND SERVICE	—	R
RESTAURANT, SUPPLIES SALES	—	R
SEED STORE	—	R
SHOE STORE, WHOLESALE	—	R
SPORTING GOODS STORE, WHOLESALE	—	R
TRAILER OR MOBILE HOMES SALES*	—	R
SHOOTING RANGE	—	P
DWELLING, ONE-FAMILY, AS AN ACCESSORY OR INDUSTRIAL USE	P	P
RECREATIONAL VEHICLE PARK	—	P
NATURAL PRODUCTION USES; INCLUDING EXTRACTION OF OIL, GAS OR OTHER NATURAL MINERAL DEPOSIT, SUCH AS SAND, CLAY, GRAVEL	X	X
ROCK CRUSHER*	R	R
WELL DRILLING COMPANY	R	R
STONECUTTING	R	—
AVIARY*	—	R
HATCHERY: POULTRY	—	R
DOG POUND*	X	X
REHABILITATION HEALTH CLINICS AND PLASMA CENTERS, SEE SECTION XII FOR ADDITIONAL REQUIREMENTS. ORD. 2903 MAY 2017	X	
ANIMAL KENNEL	R	R
ARMORY	R	R
AUTOMOBILE AND TRUCK FLEET MAINTENANCE SHOPS AND GARAGES	R	R
AUTOMOBILE FILLING STATION: WHERE PRIMARY FUNCTION IS RETAIL SALE OF GASOLINE, OIL, GREASE,	R	R

NAMES OF USES AND CONDITIONS	I-2	I-3
AUTOMOBILE AND TRUCK BODY REPAIR CONDUCTED WITHIN AN ENCLOSED STRUCTURE. THE STORAGE YARD FOR VEHICLES AWAITING REPAIR OR DELIVERY TO OWNER MUST BE ENCLOSED WITHIN A FENCE AT LEAST TEN (10) FEET HIGH AND AT MAXIMUM OPACITY TO OBSTRUCT VIEW, NOISE AND PASSAGE OR PERSONS; CHAINLINK OR SIMILAR FENCE WILL BE PERMITTED IF SCREEN PLANTING WHICH PROVIDES MAXIMUM OPACITY IS PROVIDED	R	R
CARTING, EXPRESS, CRATING, HAULING AND STORAGE	R	R
COLD STORAGE PLANT	R	R
CONTRACTORS' OFFICE, INCLUDING LIMITED INDOOR STORAGE OF EQUIPMENT, MATERIALS AND/OR SUPPLIES	R	R
CONTRACTORS' STORAGE YARD FOR VEHICLES,	R	R
DIESEL ENGINE REPAIR	R	R
LABORATORY	R	R
LABORATORY: DENTAL, MEDICAL OR OPTICAL	R	R
MACHINE SHOP	R	R
OFFICE	R	R
PIPE STORAGE YARD	R	R
SAND AND TRAVEL STORAGE YARD*	R	R
TOWING AND WRECKER SERVICES; CONDUCTED WITHIN AN ENCLOSED STRUCTURE.	R	R
TRANSIT VEHICLE STORAGE AND SERVICING	R	R
INCINERATOR	R	-

NAMES OF USES AND CONDITIONS	I-2	I-3
JUNKYARD; INCLUDING STORAGE, BALING OR SALE OF RAGS, PAPER, IRON OR JUNK; MUST BE ENCLOSED WITHIN A FENCE AT LEAST SEVEN (7) FEET HIGH AND ADEQUATE TO OBSTRUCT VIEW, NOISE, AND PASSAGE OF PERSONS; CHAINLINK OR SIMILAR FENCE WILL BE PERMITTED IF SCREEN PLANTING IS PROVIDED*	R	—
VULCANIZING SHOP, INCLUDING RETREADING AND RECAPPING	R	—
LAUNDRY, LINEN SUPPLY OR DIAPER SERVICE	P	R
TRADE SCHOOL	P	R
FIRE STATION	P	P
BANK	P	—
AIR CONDITIONING SALES AND SERVICES	—	R

NAMES OF USES AND CONDITIONS	I-2	I-3
AUTOMOBILE FILLING STATION, SERVICE AND REPAIR: BUT NOT INCLUDING COMMERCIAL WRECKING, DISMANTLING OR AUTO SALVAGE YARD; NEED NOT BE ENCLOSED WITHIN STRUCTURE PROVIDED THE UNENCLOSED PART SHALL COMPLY WITH REQUIREMENTS FOR MAINTENANCE OF OFF-STREET PARKING FACILITIES EXCEPT PROHIBITION OF SALES*	—	R
CLINIC, DENTAL OR MEDICAL, ORDINANCE 2264	—	R
DRY-CLEANING	—	R
ELECTRIC REPAIR SHOP	—	R
ELEVATOR MAINTENANCE AND SERVICE	—	R
EXTERMINATORS	—	R
FOOD LOCKER PLANT: RENTING ONLY INDIVIDUAL LOCKERS FOR CUSTOMER STORAGE OF FOOD; CUTTING AND PACKAGING OF MEATS AND GAME, BUT NOT INCLUDING SLAUGHTERING OR EVISCERATING THEREOF	—	R
FURNITURE REPAIR; INCLUDING UPHOLSTERING AND REFINISHING	—	R
MINIWAREHOUSE	—	R
PAINTING AND DECORATING CONTRACTOR	—	R
PLUMBING SHOP	—	R
RUG CLEANING	—	R
SIGN SHOP	—	R
SMALL ANIMAL CLINIC	—	R
TAXIDERMIST	—	R
VENETIAN BLIND AND METAL AWNING FABRICATION AND CLEANING	—	R
ACCESSORY USE, CUSTOMARILY ACCESSORY TO AN OTHERWISE PERMITTED USE	R	R
OUTDOOR GENERAL ADVERTISING	R	R
PIPE STORAGE	R	R



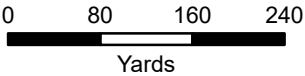
Legend

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

Zoning

- I-2 - Heavy Industry District
- I-3 - Planned Industrial District
- R-UE - Residential Urban Estate

Site Information
0909F-01-001.002
Zoning: I-2 (Heavy industry)
Size: 69.4 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 #: 2204PC 077Date Received: 3/21/2022

Receipt #: _____

Received By: CLZoning: I-2Ward: 5 Flood: AE

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

Property Information

TAX PARCEL #

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0	0	2

(If necessary, use separate sheet of paper)

Address of Property Involved: 13085 Seaway Road Gulfport, MS 39503Lot(s) _____, Block(s) _____, Subdivision Subdivision No. 2 of Bernard Bayou District ^{Industrial}General Location: Located on the South Side of Seaway Rd 1.5 miles West of Lorraine Rd**GENERAL DESCRIPTION OF REQUEST:**Rezone portion of Parcel From I-2 Zoning to I-3**OWNERSHIP AND CERTIFICATION:**

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

OWNER

AGENT

Gulf Coast Shipyard Realty LLC
Printed Name Of Owner c/o Robert Vosbein

13085 Seaway Road
Mailing Address

Gulfport MS 39503
City State Zip code

504-348-2466
Home Phone Work/Cell Phone

rob@harveygulf.com
Email

MAAND, General Counsel & C.A.O
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.

A WETLANDS INVESTIGATION WAS NOT REQUESTED
AND IS NOT A PART OF THIS SURVEY.



LOCATION MAP
(Not To Scale)

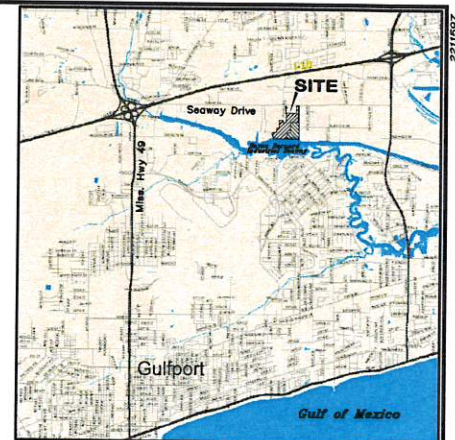
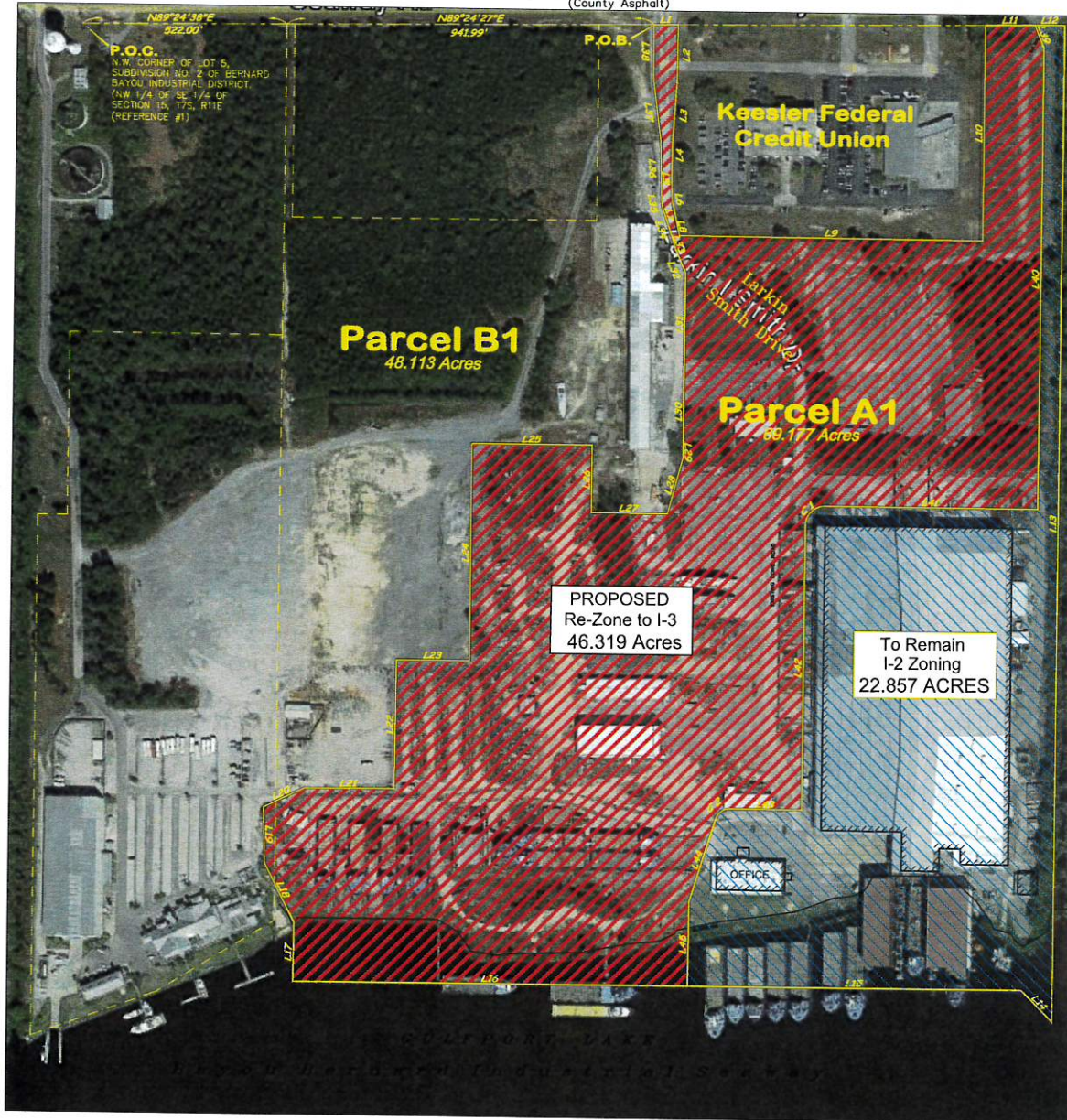
LINE	LENGTH	BEARING
L1	67.06	N89°24'27"E
L2	143.40	S00°31'32"W
L3	182.20	S03°52'17"W
L4	89.25	S00°31'35"W
L5	55.24	S00°58'48"E
L6	24.06	S10°33'29"E
L7	29.23	S10°53'05"E
L8	39.97	S15°49'20"E
L9	781.90	S89°45'01"E
L10	552.13	N00°10'28"E
L11	126.43	N89°24'27"E
L12	77.22	N89°24'27"E
L13	255.84	S00°11'00"W
L14	113.62	N45°00'00"W
L15	857.54	West
L16	1011.48	West
L17	151.27	N00°11'00"E
L18	170.78	N26°49'42"W
L19	141.86	N01°16'48"W
L20	114.50	N84°06'45"E
L21	229.79	N89°48'25"E
L22	330.30	N00°20'58"E
L23	187.72	S89°56'01"E
L24	558.43	NORTH
L25	309.82	S89°54'17"E
L26	173.39	S00°00'07"W
L27	194.56	S89°54'16"E
L28	148.29	N15°12'44"E
L29	28.62	N00°54'43"W
L30	183.83	N00°17'25"E
L31	264.67	N00°04'28"E
L32	67.06	N23°10'30"W
L33	12.02	N22°31'59"W
L34	93.18	N17°47'05"W
L35	21.17	N10°40'40"W
L36	155.24	N01°18'23"W
L37	165.46	N07°14'38"W
L38	137.43	N69°03'31"W
L39	61.18	S22°07'13"E
L40	1185.61	S00°11'00"W
L41	545.90	N89°49'00"W
L42	730.45	S00°11'00"W
L43	183.45	N89°44'49"W
L44	221.84	S17°17'16"W
L45	215.85	S00°15'11"W

CURVE	LENGTH	RADIUS	CHORD	CHORD
C1	78.54	50.00	S45°11'00"W	70.71
C2	50.84	40.00	S53°46'13"W	47.57

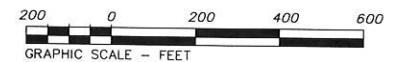
REFERENCE:

- RESUBDIVISION OF PARCELS 09091-01-001.002 (PARCEL A) & 0909F-01-001.007 (PARCEL B) INTO A1 & B1... LOCATED IN SECTION 14, T7S-R11E... BY J. MICHAEL CASSIDY, P.L.S., DATED 10-05-2017.

SEAWAY ROAD
(County Asphalt)



VICINITY MAP
(Not To Scale)



PRELIMINARY

3/7/2022
DATE

EXHIBIT 1
PROPOSED REZONING
OF A
69.177 Acre Tract
LOCATED IN SECTION 14, T 7 S-R 11 E
HARRISON COUNTY, MISSISSIPPI
FOR
HARVEY GULF
INTERNATIONAL MARINE

Prepared By:



McLin Taylor, Inc.

Engineering and Land Surveying

28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686-1444



April 3, 2022

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

Re: Request for Zoning Change from I-2 to I-3
Tax Parcel # 0909F-01-001.02
13085 Seaway Road Gulfport, MS 39503

The subject property is currently zoned I-2 per the Official Zoning Map of the City of Gulfport. The character of the area has changed as the abutting property to the west is zoned I-3 and has a less industrial character with the current use. The rezoning request for the subject property from I-2 to I-3 will allow permitted uses which are less industrial and allow for more recreational activities as it does to the abutting property.

The below statements are provided as required under the application for rezoning.

1. The official name and address of the owner/ applicant is as follows:
Gulf Coast Shipyard Realty, LLC
10385 Seaway Blvd
Gulfport, MS 39503
2. The development schedule for the proposed project is to complete construction documents and begin construction by the end of 2022. Construction is expected to be completed within 12 months.
3. The effect of the amendment is the proposed zoning will be consistent with the abutting property to the west. Therefore, there should not be an effect in granting this zoning change.
4. This request is not due to an error and will allow permitted uses which are less industrial and allow for more recreational activities as it does to the abutting property.

All subsequent approvals after rezoning will be obtained in accordance with the current City of Gulfport regulations. We look forward to answering any questions that arise during this request and process.

Sincerely,



William L. Taylor, II, P.E.
McLin Taylor, Inc.

**WRITTEN CONSENT OF THE MANAGING MEMBER OF
GULF COAST SHIPYARD REALTY, LLC**

August 15, 2018

The undersigned, being the managing member (the "**Member**") of Gulf Coast Shipyard Realty, LLC ("**Realty LLC**"), a Delaware limited liability company, does hereby consent to and adopt the following resolutions.

WHEREAS, Realty LLC desires to proceed with and ratify certain matters relating to the emergence of HGIM Corp., a Delaware corporation ("**Corp**"), from bankruptcy;

WHEREAS, on March 7, 2018, HGIM Holdings, LLC, a Delaware limited liability company and parent of Corp ("**Holdings**"), Corp and certain other direct and indirect subsidiaries of Corp (collectively, the "**Debtors**") filed voluntary petitions for reorganization in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**") seeking relief under the provisions of chapter 11 of Title 11 ("**Chapter 11**") of the United States Code (the "**Bankruptcy Code**") under the caption *In re HGIM Holdings, LLC, et al.*, Case No. 18-31080 (the "**Chapter 11 Cases**");

WHEREAS, in connection with the Chapter 11 Cases, Holdings, Corp, the lending institutions and certain other parties to that certain Senior Secured Term and Revolving Credit Agreement, dated as of June 18, 2013 (as amended by the First Amendment dated as of October 11, 2013, the Second Amendment dated as of May 2, 2014, the Third Amendment dated as of May 2, 2014 and the Fourth Amendment dated as of March 16, 2016, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "**Original Credit Agreement**") entered into the Restructuring Support Agreement on February 8, 2018, which provides for the implementation of a restructuring involving Holdings, Corp and certain of the subsidiaries of Corp on the terms set forth therein, including a joint prepackaged plan of reorganization (including all annexes, exhibits, schedules and supplements thereto, in each case, as may be amended, modified or supplemented from time to time only in accordance with the terms thereof, the "**Plan**");

WHEREAS, on May 23, 2018, the Bankruptcy Court entered an order (the "**Confirmation Order**") pursuant to the Bankruptcy Code, which approved and confirmed the Plan;

WHEREAS, pursuant to the Plan, the lenders under the Original Credit Agreement are entitled to receive, in exchange for the release and discharge of the loans and accrued and unpaid interest outstanding under the Original Credit Agreement, new term loans under an exit term loan facility to be issued (or deemed issued) in the initial aggregate principal amount of \$350,000,000 (the "**Credit Facility**");

WHEREAS, pursuant to the Plan, Corp and certain of its subsidiary guarantors entered into all documents related to the Credit Facility, including a definitive credit agreement that will govern the Credit Facility (the "**Credit Agreement**"), dated as of July 2, 2018, between Corp, as borrower, the lenders from time to time party thereto (the "**Lenders**") and Bank of America, N.A., as administrative agent (the "**Agent**");

WHEREAS, pursuant to the Credit Agreement, Realty LLC desires to enter into (a) that certain Joinder to Amended and Restated Guaranty, dated as of August [], 2018 (the “*Guaranty*”), by Realty LLC and Gulf Coast Shipyard Group, Inc., a Delaware corporation (“*GCSG*”), in favor of the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement) and (b) that certain Joinder to Amended and Restated Guarantor Security Agreement, dated as of August [], 2018 (the “*Security Agreement*”), between Realty LLC, GCSG and the Agent.

WHEREAS, Realty LLC will receive direct and indirect benefits from the transactions contemplated by the Credit Agreement and the other Credit Documents (as defined below);

WHEREAS, the Member deems the execution and delivery of the Guaranty, the Security Agreement and the other Credit Documents by Realty LLC, and the performance of the transactions contemplated thereby by Realty LLC, to be desirable, advisable and in the best interest of Realty LLC;

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement attached hereto;

WHEREAS, pursuant to the Credit Agreement, Realty LLC is required, or may deem it necessary or appropriate, (a) to execute, deliver and perform its obligations under a security agreement, a pledge agreement and other loan documents, commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes, deeds of trust, mortgages, vessel mortgages, assignments of insurances, insurance subordination undertakings, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, control agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, equity interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the “*Credit Documents*”); and (b) to take such other actions, including, without limitation, (i) the grant of liens on all or substantially all of its assets (including, without limitation, the pledge of equity interests in its Subsidiaries and other persons and entities) in favor of the Lenders or other agents or trustees, on behalf of the secured parties described or named in the Credit Documents, to secure any or all Indebtedness, Obligations or other liabilities of Realty LLC, arising under or in connection with the Credit Agreement, the other Credit Documents and hedging agreements and treasury management agreements between Realty LLC and the Lenders or affiliates of Lenders, and all other obligations under or described in the Credit Documents), (ii) the guarantee of all Obligations and Indebtedness, (iii) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of liens, (iv) the filing of any deeds of trust or mortgages, and any amendments, amendments and restatements, modifications or supplements thereto, necessary to perfect or give notice of liens, (v) the delivery of equity interest transfer powers and equity certificates, (vi) the payment of fees,

costs and expenses, (vii) the giving of notices, the designation of persons authorized to act, and (viii) other actions as may be necessary or appropriate to consummate the transactions and perform the Credit Documents, including, without limitation, the execution, delivery and filing of mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to mortgages, other collateral documents, and the other Credit Documents (collectively, "*Related Actions*");

WHEREAS, the Member desires to authorize and consent to the execution and delivery of and the performance by Realty LLC of its obligations and agreements under the Credit Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, Realty LLC may be required to consummate certain transactions after the effective date of the Guaranty and Security Agreement (collectively, the "*Post Effective Date Transactions*"), including, without limitation, the execution, delivery and filing of mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to mortgages and other collateral documents, including, without limitation, vessel mortgages, assignments of insurances, insurance subordination undertakings and a certain mortgage, security agreement and assignment of rents covering certain property located in Louisiana (the "*Post-Closing Documents*"); and

WHEREAS, the Member desires to authorize and consent to the execution, delivery and performance of the Post-Closing Documents and the consummation of the other Post Effective Date Transactions by or on behalf of Realty LLC.

NOW, THEREFORE, BE IT RESOLVED, that the execution, delivery and performance of the Guaranty and Security Agreement by Realty LLC and the consummation of the transactions contemplated thereunder by Realty LLC, including the execution, delivery and performance of the other Credit Documents and the Post-Closing Documents and the taking of any and all Related Actions and the Post Effective Date Transactions are hereby authorized and approved, and that the officers of Realty LLC (each, an "*Authorized Officer*" and collectively, the "*Authorized Officers*"), any one of whom may act without the joinder of any of the others, is hereby severally authorized, empowered and directed, in the name and on behalf of Realty LLC, to execute and deliver any document required to authorize Realty LLC's, execution, delivery and performance of the Guaranty, Security Agreement and the other Credit Documents;

FURTHER RESOLVED, that the signature of any Authorized Officer to any document to which Realty LLC is a party in connection therewith shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such document;

FURTHER RESOLVED, that any person dealing with any Authorized Officer on behalf of Realty LLC in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such officer and by his or her execution of any document or agreement, the same shall be valid and binding obligations of Realty LLC enforceable in accordance with its terms;

FURTHER RESOLVED, that the Member hereby authorizes Realty LLC, for itself and to the extent it serves as a member, general partner, managing member or other governing body of

any of its current or future subsidiaries, to execute all agreements or documents, and to take any and all Related Actions, as may be contemplated or required by the Credit Documents and the Post-Closing Documents and all current and future subsidiaries of Realty LLC, to the extent applicable, to execute all agreements or documents, and to take any and all Related Actions, as may be contemplated or required by the Credit Documents and the Post-Closing Documents;

FURTHER RESOLVED, that the following individuals, effective as of the date hereof, are hereby elected to the office or offices of Realty LLC set forth opposite their respective names below, to hold office until their respective successor is elected and qualified or until their respective earlier death, resignation or removal:

Name	Title
Shane J. Guidry	Chief Executive Officer
Jeffrey Henderson	Chief Financial Officer
Robert A. Vosbein, Jr.	General Counsel and Chief Administrative Officer

FURTHER RESOLVED, that the officers appointed herein are the only officers of Realty LLC, all other individuals previously holding offices of Realty LLC having resigned or been removed.

General Authorization

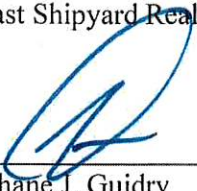
FURTHER RESOLVED, that the Authorized Officers are authorized and directed, on behalf and in the name of Realty LLC, to do or cause to be done any and all such further acts and things and to execute, deliver and file any and all such additional agreements, documents, instruments and certificates as such Authorized Officer may deem necessary or appropriate in furtherance of, or to effect, the matters authorized or contemplated by, the foregoing resolutions; and

FURTHER RESOLVED, that any and all acts heretofore done, and any and all agreements, documents, instruments and certificates heretofore executed and delivered, in the name and on behalf of Realty LLC, in furtherance of or to effect the matters authorized by the foregoing resolutions, are hereby approved and ratified in all respects with the same force and effect as if such approval had been given in advance by the Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this consent to be duly executed as of the date first set forth above.

GCSR HOLDINGS, INC., as managing member of
Gulf Coast Shipyard Realty, LLC

By: 
Name: Shane J. Guidry
Title: Chief Executive Officer



J. H. H. 1st Judicial District
Instrument 2013 3362 D -J1
Filed/Recorded 5/29/2013 02:41 P
Total Fees \$ 13.00
6 Pages Recorded

SCANNED

<u>Prepared By and Return To:</u> Rose M. LeBreton LA Bar No. 0816 Lugenbuhl, Wheeton, Peck, Rankin & Hubbard 601 Poydras Street, Suite 2775 New Orleans, LA 70130 Telephone: 504-568-1990	<u>With Review By</u> (with respect to form): Bridgforth Rutledge MS Bar No. 99897 Phelps Dunbar, LLP 4270 I-55 North Jackson, MS 39211 Telephone: 601-360-9361	<u>Indexing Instructions:</u> Part of Lots 6 and 7 of Subdivision No. 2 of Bernard Bayou Industrial District located in the SE ¼ of Sec. 14 & the NE ¼ of Sec. 23, Township 7 South, Range 11 West First Judicial District of Harrison County, Mississippi
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STATE OF MISSISSIPPI
COUNTY OF HARRISON
(FIRST JUDICIAL DISTRICT)

CONVEYANCE AND CONTRIBUTION

VIA

GENERAL WARRANTY DEED



NEW TRINITY REALTY, LLC, a Delaware limited liability company,

Address: 13085 Seaway Road, Gulfport, MS 39503

Telephone Number: 228-276-1000

(hereinafter referred to as "Transferor"),

to

GULF COAST SHIPYARD REALTY, LLC, a Delaware limited liability company,

Address: 13085 Seaway Road, Gulfport, MS 39503

Telephone Number: 228-276-1000

(hereinafter referred to as "Transferee"),

WHEREAS, Transferor desires to convey to Transferee all of its right, title and interest in and to certain real property described below in exchange for those certain Units of Membership Interests in Transferee more fully described herein below.

NOW TRANSFEROR COMES, and for the consideration and on the terms hereinafter expressed, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby grant, bargain, sell, convey and warrant the following described real property:

Commencing at the Northeast corner of Lot 4, Subdivision No. 1 of Bernard Bayou Industrial District, in the SW 1/4 of Section 15, Township 7 South, Range 11 West, Gulfport, Harrison County, Mississippi, as shown in Record of Plats in Plat Book 25, Page 26, run thence N 89°49'00" E 1996.5 feet, thence N 89°49'14" E 3988 feet, thence N 89°24'38" E 534 feet, thence N 89°24'27" E 941.99 feet to the Point of Beginning, thence continue N 89°24'27" E 62.06 feet, thence S 00°31'32" W 143.40 feet, thence S 03°52'17" W 162.20 feet, thence S 00°31'35" W 89.26 feet, thence S 00°58'48" E 55.24 feet, thence S 10°33'29" E 24.06 feet, thence S 10°53'05" E 29.23 feet, thence S 15°49'30" E 39.97 feet, thence S 89°45'01" E 781.90 feet, thence N 00°10'28" E 552.13 feet to said south margin of Seaway Road, thence N 89°24'27" E 203.73 feet, thence S 00°11'00" W 2556.84 feet, thence N 45°00'00" W 113.62 feet, thence N 90°00'00" W 896.46 feet, thence N 00°11'00" E 137.37 feet, thence N 89°31'00" W 455.44 feet, thence N 00°13'36" W 1244.28 feet, thence S 75°51'10" E 414.40 feet, thence N 09°57'07" E 294.60 feet, thence N 00°53'00" W 318.90 feet, thence N 22°31'59" W 12.02 feet, thence N 17°47'05" W 93.18 feet, thence N 10°40'40" W 21.17 feet; thence N 01°18'23" W 155.24 feet; thence N 07°14'38" W 160.46 feet; thence N 00°03'31" W 137.43 feet to the south margin of Seaway Road and the Point of Beginning, being a part of Lots 6 and 7 of Subdivision No. 2 of Bernard Bayou Industrial District located in the SE 1/4 of Section 14 and the NE 1/4 of Section 23, Township 7 South, Range 11 West, Harrison County, Mississippi. Said parcel contains 59.24 acres.

(the "**Property**"), together with all improvements thereon and appurtenances belonging thereto, with full warranty of title, and with full substitution and subrogation in and to any and all rights and actions of warranty which Transferor has or may have against all preceding owners and vendors, UNTO Transferee, accepting and purchasing for itself, its successors and assigns, acknowledging due delivery and possession of the Property.

Transferor hereby declares that the Property stands registered in the name of Transferor, that it has not been heretofore alienated by Transferor and that there are no mortgages, liens or encumbrances against the Property whatsoever, other than the following exceptions to the title (which shall also be exceptions to the warranty granted by Transferor hereunder):

1. Easement to Mississippi Power Company dated October 9, 1967, and recorded in Book 598, page 582.

2. Easements in Warranty Deed dated November 13, 2003, and recorded in Book 1649, page 417 (Instrument No. 2003 8840 D).
3. Easement Deed for Ingress and Egress dated May 2, 2006, and recorded as Instrument No. 2006 7224 D-J1.
4. Terms of that certain Trinity Yachts-Gulfport LLC Landlord's Waiver and Consent dated April 29, 2010, and recorded as Instrument No. 2010 2770 D-J1.
5. Resubdivision of Parcels "6A" & "6B" into Parcels "6A2" and "6B2" (and all matters shown thereon) dated May 5, 2008, and recorded as Instrument No. 2008 6505 D-J1.
6. All encroachments and other matters affecting title revealed by that certain ALTA/ACSM Land Title Survey dated 05/07/13 (Job/Project/Drawing No. 55598-05) by J. Michael Cassady of Cassady & Associates, Inc.
7. All leasehold and possessory interests affecting the Property.
8. The prior conveyance, lease or reservation, if any, of the oil, gas and other minerals lying in or under the Property.
9. Current year ad valorem taxes, which are not yet due and payable.

(collectively, the "**Permitted Exceptions.**") Nothing in this instrument should be interpreted to reimpose and or to evidence the intention to interrupt or revive prescription of any rights thereon or to recognize the validity thereof.

This conveyance and transfer is made as a contribution by Transferor to the capital of Transferee in return for 33,732.947 of Units of Membership Interests in Transferee equal to the value of the Property, and Transferor acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge thereof.

All *ad valorem* taxes bearing against the Property have been paid, up to and including those due for the year 2012. Taxes for the year 2013 will be prorated between Transferor and Transferee as of the date of this instrument. Transferee shall be responsible for the payment of all *ad valorem* taxes bearing against the Property after and including those for the year 2013, and notices of such taxes shall be sent to Transferee at the address set forth in Transferee's appearance clause above. In the event that Transferor receives any notices related to property taxes on the Property, it shall immediately forward such notices to Transferee.

With the exception of the warranty of title set forth herein, Transferee hereby accepts the Property without any warranty whatsoever, even for the return of the purchase price, "AS IS, WHERE IS and WITH ALL FAULTS", and except as regards title matters, Transferee specifically waives any and all claims it may have against Transferor with respect to any and all claims concerning any vices or defects in the physical condition of the Property, whether obvious or latent, known or unknown, including, without limitation, any claim arising out of the presence of Hazardous Substances (as defined below) on, in or above the Property, or wetlands regulated pursuant to and defined by the Clean Water Act (33 U.S.C. §1251 et seq.). "Hazardous

Substances” are defined as any solid hazardous or toxic substances and wastes, including, without limitation, petroleum products, asbestos, PCBs, and any other chemical or substance or pollutants, the disposal, storage or discharge of which is regulated by “CERCLA” (42 U.S.C. §§1251, et seq.), “RCRA” (42 U.S.C. §§ 6901, et seq.), the “Clean Water Act” (33 U.S.C. §§ 1251, et seq.), the “Clean Air Act” (44 U.S.C. §§ 7401, et seq), the “Toxic Substance Control Act (15 U.S.C. § 2601 and 2692), the Safe Water Drinking Act (42 U.S.C. §300f-300j-26), or any regulations promulgated thereunder or any similar state or federal laws or regulations.

Notwithstanding the foregoing, nothing contained in the preceding paragraph shall operate to waive Transferee’s claims against Transferor pursuant to that certain Securities Purchase Agreement dated May 24, 2013, by and among Gulf Coast Shipyard Operations, Inc., Gulf Coast Shipyard Realty, LLC, Littlejohn Fund IV, L.P., Littlejohn Fund IV-A, L.P., Littlejohn Executive Fund IV, L.P., GCSR Domestic Blocker, Inc., GCSR Executive Blocker, Inc., GCSR Foreign Blocker, Inc., New Trinity Operations, LLC and Transferee.

This instrument may be executed and notarized in counterparts, and, when completed, shall be taken as one complete and valid instrument.

SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Transferor has executed this Warranty Deed on the date set forth below.

NEW TRINITY REALTY, LLC

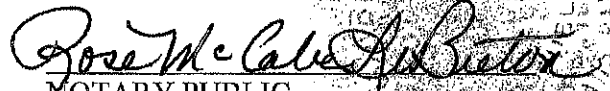
Date: May 24, 2013

By: 
Name: John Dane III
Title: President

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2013, within my jurisdiction, the within named **John Dane, III**, who acknowledged that s/he is **President** of **New Trinity Realty, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, s/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:

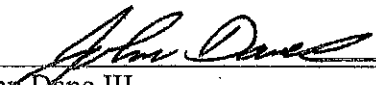
ROSE McCABE LeBRETON
Attorney/Notary Public
Orleans Parish, Louisiana
My Commission is issued for Life
La. Bar Roll No. 08216

(SEAL)

IN WITNESS WHEREOF, Transferee has executed this Warranty Deed on the date set forth below.

GULF COAST SHIPYARD REALTY, LLC

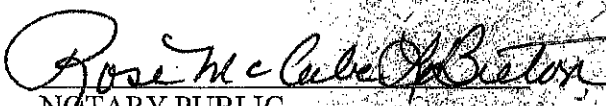
Date: May 24, 2013

By: 
Name: John Dane III
Title: President

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2013, within my jurisdiction, the within named **John Dane, III**, who acknowledged that s/he is **President of Gulf Coast Shipyard Realty, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, s/he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

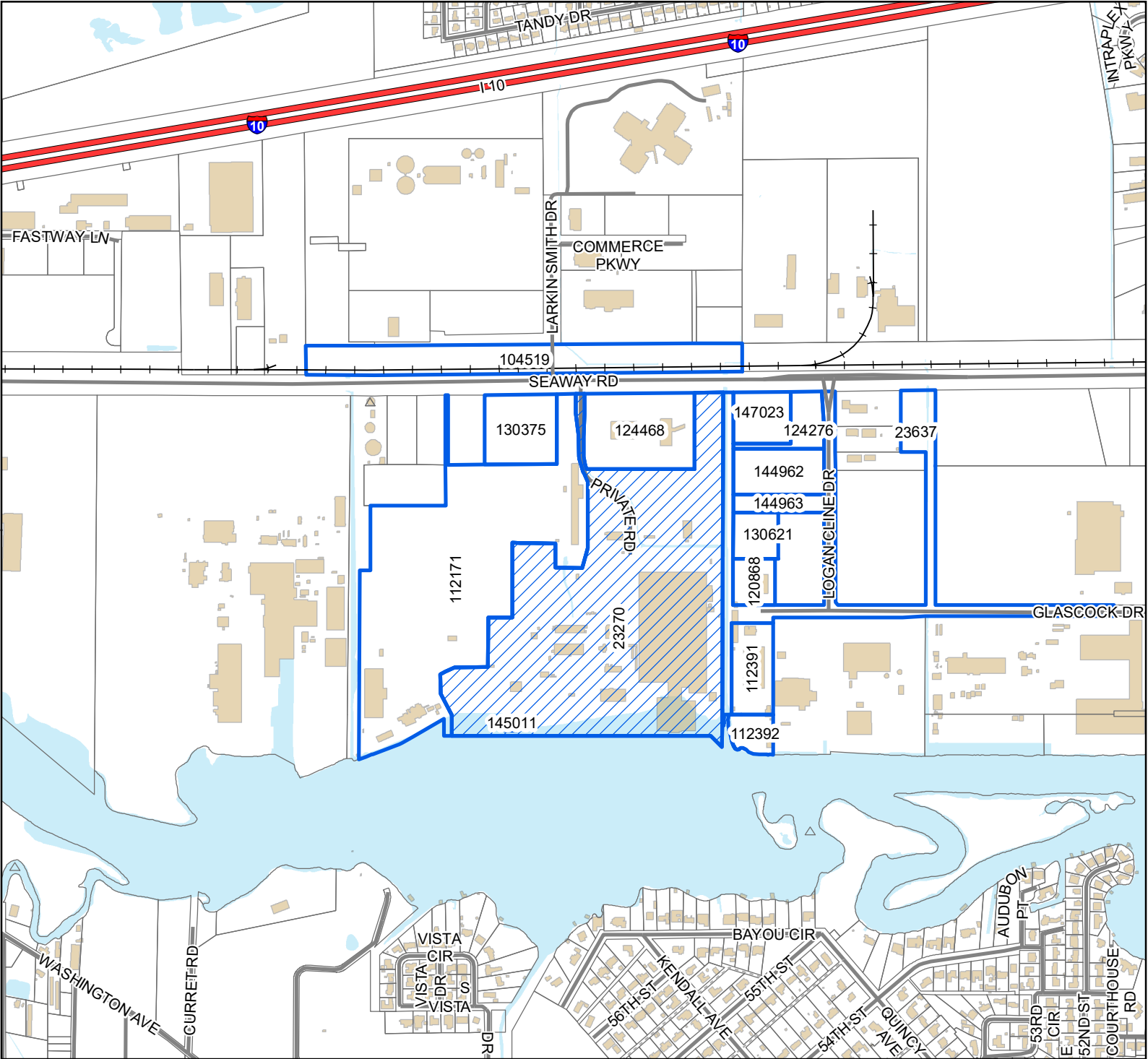

NOTARY PUBLIC

My Commission Expires:

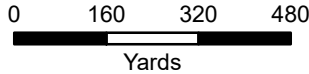
ROSE MCCABE LeBRETON
Attorney/Notary Public
Orleans Parish, Louisiana
My Commission is issued for Life
La. Bar Roll No. 08216

(SEAL)

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			GULFCOAST SHIPYARD REALTY LLC (OWNER)	13085 SEAWAY RD	GULFPORT	MS	39503
			Adjacent Property Owners				
	147023		CARTER JAMES PROPERTIES LLC -LESSEE C/O				
		0909G-01-001.023	HARRISON CO DEV COMM	PO BOX 7377	GULFPORT	MS	39506
	112392	0909J-01-001.003	FIFTY TWO-SIXTY INVESTMENTS LLC	8641 UNITED PLAZA BLVD	BATON ROUGE	LA	70809
N	112391	0909G-01-001.002	FIFTY TWO-SIXTY INVESTMENTS LLC	8641 UNITED PLAZA BLVD	BATON ROUGE	LA	70809
N	23270	0909F-01-001.002	GULF COAST SHIPYARD REALTY LLC	13085 SEAWAY RD	GULFPORT	MS	39503
N	145011		GULFCOAST SHIPYARD GROUP INC-LESSEEC/O				
		0909K-01-001.000	SECTY OF STATE -LESSOR-TIDELAND	13085 SEAWAY RD	GULFPORT	MS	39503
	144962	0909G-01-001.019	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
N	23637	0909G-01-001.000	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
N	144963	0909G-01-001.020	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
N	124276	0909G-01-001.007	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
	124468	0909F-01-001.009	KEESLER FEDERAL CREDIT UNION	PO BOX 7001	BILOXI	MS	39534
	120868	0909G-01-001.006	MARINE LOADING ARMS LLC	17095 CARLTON CUEVAS RD	GULFPORT	MS	39503
N	130621	0909G-01-001.013	MARINE LOADING ARMS LLC	17095 CARLTON CUEVAS RD	GULFPORT	MS	39503
	112171	0909F-01-001.007	MARITIME DEVELOPMENT CENTER LLC	P O BOX 381	GULFPORT	MS	39502
N	130375	0909F-01-001.011	MARITIME DEVELOPMENT CENTER LLC	P O BOX 381	GULFPORT	MS	39502
	104519	0909F-01-002.000	MISS POWER CO	2992 W BEACH BLVD	GULFPORT	MS	39501



- Site
- Adjacent Properties
- Interstate Highway
- Street
- Alley
- Railroad
- Buildings
- Water Features



1 inch = 1,000 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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2205PC081:

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2205PC081

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-15/ Single-family home

Legal: Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct the production and sales of "soap for dogs and people." In addition, the applicant mentions there will be no appointments coming to the residence as all business will be conducted online and through mail orders. The applicant does mention that there will be a delivery of products once a month to the home via mail. Further, the applicant states "the hours of operation will be 8:00 am to 5:00 pm," but does not specify the days of operation. The occupant will use their business as any other operable; they will be conducting all business from home with occasional trips to the post office to mail finalized products. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 05/17/2022.

Public Works: No comments as of 05/17/2022.

Traffic and Safety: No conditions. Memo dated 05/12/2022.

Building Code Services: No comments as of 05/17/2022.

GIS: No conditions. Memo dated 05/17/2022.

Police Department: No conditions. Memo dated 05/16/2022.

Fire Department: No conditions. Memo dated 05/13/2022.

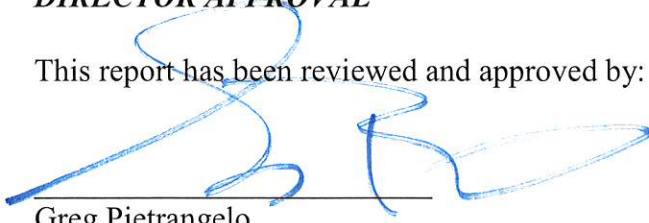
Technical Report
PLANNING COMMISSION APPROVAL

City Arborist:

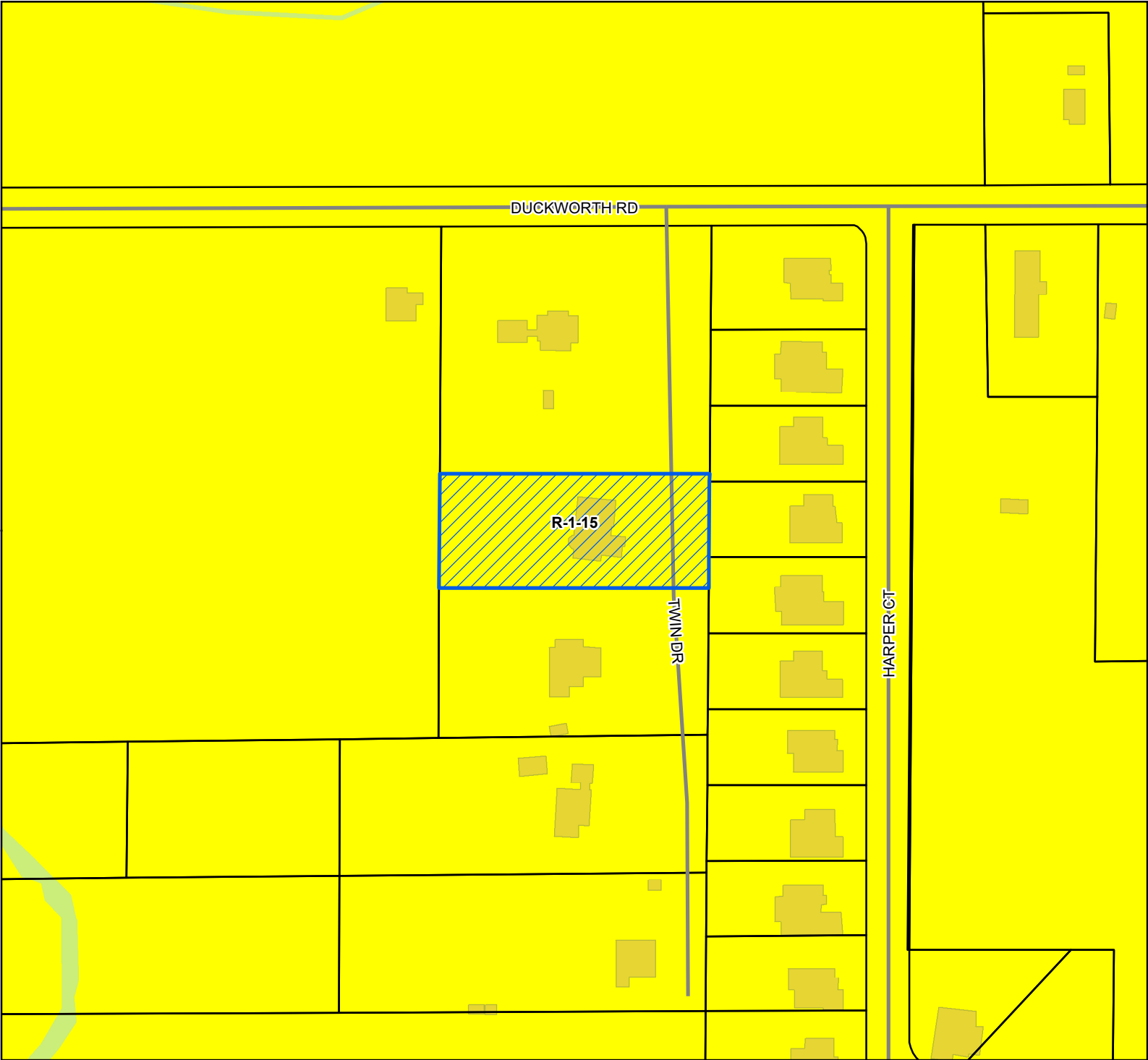
No conditions. Memo dated 05/13/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



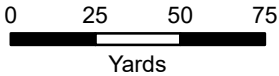
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information

0807K-01-013.001
Zoning: R-1-15 (Single Family)
Size: 1.1 acres
Flood: X



1 inch = 170 feet



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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

0	8	0	7	K

 -

0	1

 -

0	1	3

 •

0	0	1

(If necessary, use separate sheet of paper)

Address of Property Involved: 13333 Twin Drive Gulfport, MS 39503

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

General Location: 1 mile East of Hwy 49 off of Duckworth Rd.

GENERAL DESCRIPTION OF REQUEST:

To make and sell natural soap for dogs & people. (My mother has been diagnosed with dementia, and leaving her isn't wise.)

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

Staci Hensley
Printed Name of Owner

13333 Twin Dr.
Mailing Address

Gulfport MS 39503
City State Zip code

228-206-3699 228-341-7114
Home Phone Work/Cell Phone

StaciHensley.Stacyln626@icloud.com
Email

Staci Hensley
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) Staci Hensley

ADDRESS (STREET, CITY, STATE, ZIP CODE) 13333 Twin Dr. Gulfport, MS. 39503

PHONE # (H) 228 341-7114 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807K-01-013.001

SIGNATURE: Staci Hensley

NAME OF OWNER (PRINT) MARY P JAMES

ADDRESS (STREET, CITY, STATE, ZIP CODE) 13333 Twin Dr. Gulfport, MS. 39503

PHONE # (H) 228 206-3699 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807K-01-013.001

SIGNATURE: Mary P James

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: Staci Hensley



Area Map

Printed 03/14/22

0807K-01-001.000

(1325)

DUCKWORTH RD

•15075 DUCKWORTH RD

R-1-15

•15053 DUCKWORTH RD

0807K-01-013.000

0807K-01-012.000

0807K-01-018.001

0807K-01-018.002

0807K-01-018.003

•15011 DUCKWORTH RD

0807K-01-018.004

0807K-01-018.005

0807K-01-018.006

0807K-01-013.001

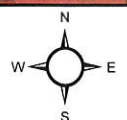
•13333 TWIN DR

0807K-01-013.002

TWIN DR

• Addresspoints

▭ Parcels



1 inch = 80 feet

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(228) 867-4855

5120 Beatline
Suite B
Long Beach, MS
39560-3815

4300 Leisure Time Dr
Diamondhead, MS
39525-3241

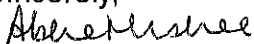
MaryJames
03/08/1937

13333 TWIN DR
GULFPORT, MS 39503-2309

November 22, 2021

To Whom it May Concern,

I am currently treating Mrs. Mary P James for cognitive impairment and early frontotemporal dementia. Her daughter, Mrs. Staci Hensley, is her primary caregiver. At this time considering the progressive nature of the disease, it would be advisable for Mrs. Staci Hensley to have the ability to work from home to continue to care for Mrs. James.

Sincerely,

ABHA MISHRA, MD
Memorial Hospital at Gulfport
Memorial Physician Clinics
4500 13th St.
Gulfport, MS 39501
228-867-5000

Description of business

I use 2 different methods to create soap. The most involved requires blending Sodium Hydroxide with distilled water, with a variety of measured oils to create soap bars for dogs. At this time I have more people using my soap than I do dogs. This led me to creating soap for people too.

I, as of earlier this year (2022) opened a web business, barkavenuedoggiesoap.com. I do have various soaps listed for people, and I clearly state that it is NOT For Dogs. I also explain why these soaps are not for dogs.

My goal is to be able to be at home with my mother, Mary James, who has been diagnosed with dementia. Leaving her at home alone isn't wise due to her diagnosis and inability to make sound decisions for herself, and her safety. (ATTACHED Medical Consent)

I have obtained an EIN number from the IRS.

Thank You,

Devin Olesley
13333 Twin Dr.
Gulfport, MS. 39503

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Staci Hensley

Address: 13333 Twin Dr. Gulfport, MS. 39503

Phone: (Home) 228-266-3699 (Work/Cell) 228 341-7114

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

Name of business or service to be used as home occupation: Bark Avenue Doggie Soap

Nature of business: Creating Natural Soap and grooming products for dogs, and people.

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: X

Mail order: X

Personal computer: X

Appointment: NO

Traffic generation:

Is there any delivery of goods or products to the residence? yes

If so, specify the number and frequency of deliveries: Maybe Once Monthly

Describe size of vehicle making deliveries: USPS / UPS / FedEx

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

No

Specify number and frequency of visits by clients and customers: None

Is everything made, manufactured, or provided on site? Yes

Is special equipment required in production? No

If so, described it, giving size of motor, etc. _____

Are sales made from the premises? Hopefully

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

Local stores on consignment: _____

Arts and crafts or flea markets: Farmer's Markets (Hopefully)

Trade shows: _____

Other: _____

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

Yes _____ No X

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

Printed Name: Staci Hensley

Signature: Staci Hensley

Date: 12-5-2021 3-14-22

Submission Requirements Page

E.

A

My Car

B

City of Gulfport

C

City of Gulfport

D

Gulfport

E

F

NO

G

COPY

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #170041

Indexing Instructions:
SE 1/4 of the NE 1/4, Section 33, T6S
R11W, Harrison County, 1st JD, MS

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

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

**JAMES D. WILSON and DOROTHY P. WILSON
13205 CHASAE LANE
GULFPORT, MS 39503
(228) 297-5676**

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

**STACI HENSLEY, an unmarried woman and
MARY JAMES, an unmarried woman
as joint tenants with full rights of survivorship and not as tenants in common
13333 TWIN DRIVE
GULFPORT, MS 39503
(228) 341-7114**

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

ATTACHED HERETO AS EXHIBIT "A"

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

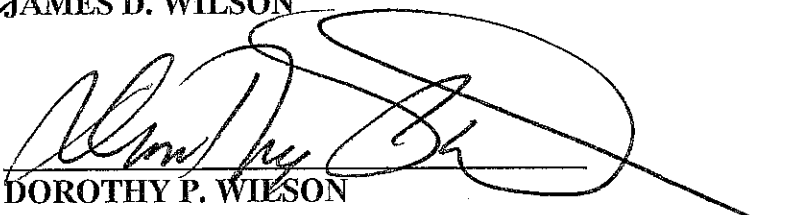
Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to

be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURES of the Grantors on this the 24th day of February, 2017.


JAMES D. WILSON


DOROTHY P. WILSON

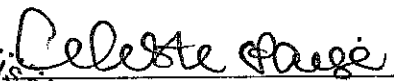
STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **JAMES D. WILSON and DOROTHY P. WILSON**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 24th day of February, 2017.

(SEAL)

My Commission Expires:


CELESTE PAIGE
NOTARY PUBLIC
STATE OF MISSISSIPPI
ID # 32174
COMMISSION EXPIRES
MARCH 22, 2019
HARRISON COUNTY

PERMITS/INSP PAYMENT RCPT#: 11181686
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/14/22 TIME: 12:46
CLERK: tboyd DEPT:
CUSTOMER#: 0

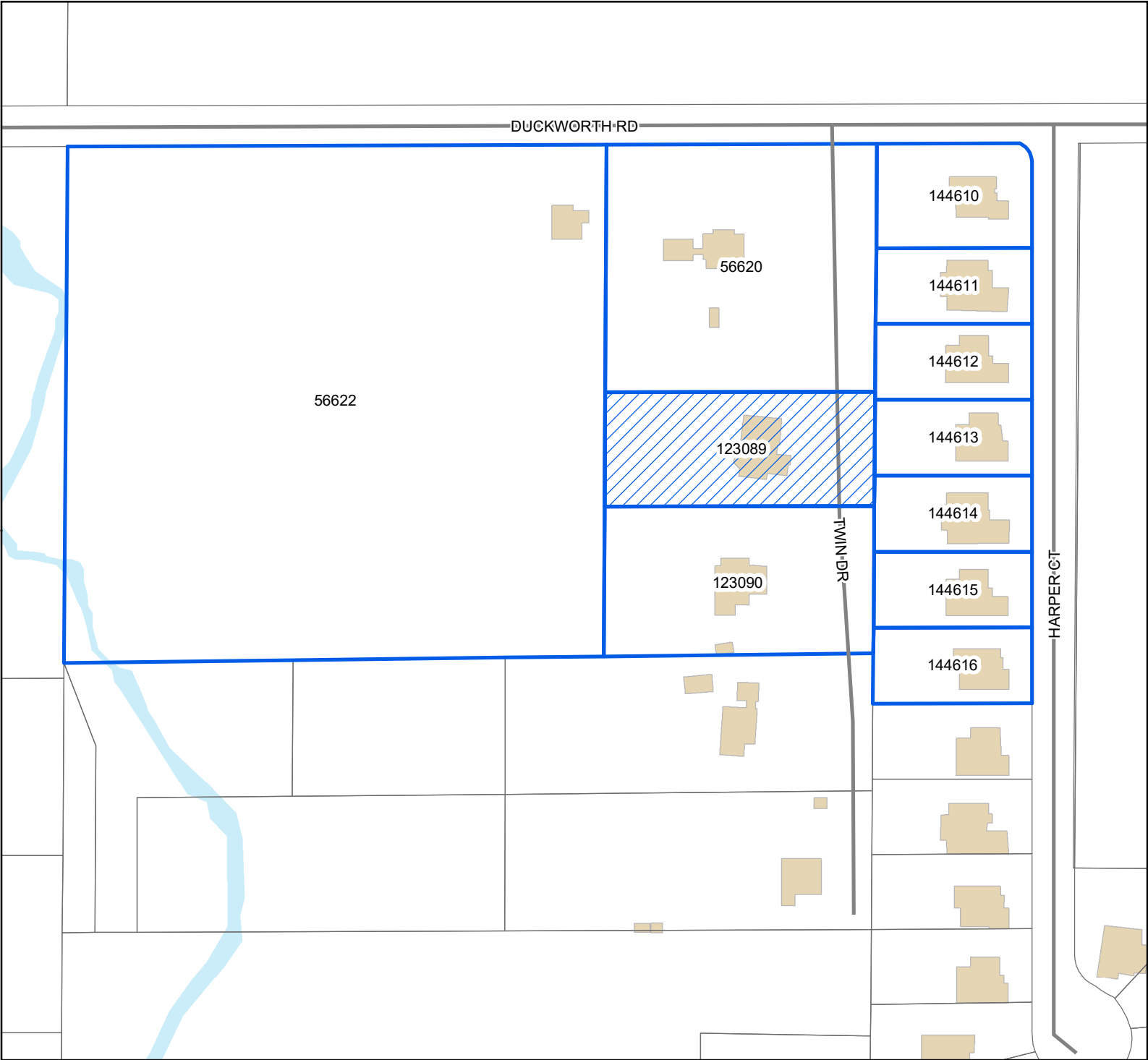
COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

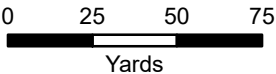
PAID BY:
PAYMENT METH: CHECK
REFERENCE: 716

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



Legend

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



1 inch = 170 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	123089	0807K-01-013.001	HENSLEY STACI & MARY JAMES	13333 TWIN DR	GULFPORT	MS	39503
	Adjacent Property Owners						
	144615	0807K-01-018.006	BARNA SEAN & TERRI PATRICE PACE	13394 HARPER COURT	GULFPORT	MS	39503
	123090	0807K-01-013.002	COOK NORMAN CRAIG JR & JAMIE ELLEN	13317 TWIN DRIVE	GULFPORT	MS	39503
	56622	0807K-01-012.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
	144614	0807K-01-018.005	FLOYD NICKIE & HEATHER	13409 HARPER CT	GULFPORT	MS	39503
	144616	0807K-01-018.007	JOHNSON RAYMOND J & LINDA G	13385 HARPER CT	GULFPORT	MS	39503
	56620	0807K-01-013.000	ROBBINS THOMAS R & ELISA M	15053 DUCKWORTH RD	GULFPORT	MS	39503
	144612	0807K-01-018.003	TAYLOR WILLIAM & MARTHA ETAL	13433 HARPER CT	GULFPORT	MS	39503
	144611	0807K-01-018.002	TERRY DEBRA R & RALPH	13445 HARPER CT	GULFPORT	MS	39503
	144610	0807K-01-018.001	VITRANO PATRICK	13457 HARPER CT	GULFPORT	MS	39503
	144613	0807K-01-018.004	WELLS JAMES HUGH JR & CYNTHIA	13421 HARPER CT	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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

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Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission 2205PC083:

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2205PC083

Hearing Date: May 26, 2022

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

Legal: Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

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." The applicant further states "the hours of operation will be Monday through Friday 8:30 am to 4:30 pm. The occupant will use their business as any other operable business in the area; they will be traveling to and from their home for business purposes. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 05/20/2022.

Public Works: No comments as of 05/20/2022.

Traffic and Safety: No conditions. Memo dated 05/12/2022.

Building Code Services: No comments as of 05/20/2022.

GIS: No conditions. Memo dated 05/17/2022.

Police Department: No conditions. Memo dated 05/16/2022.

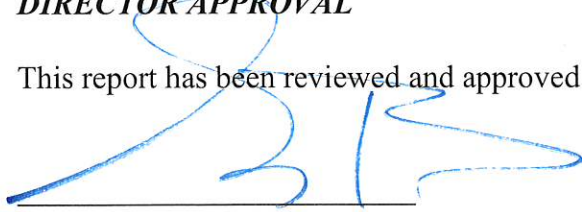
Fire Department: No conditions. Memo dated 05/13/2022.

City Arborist: No conditions. Memo dated 05/13/2022.

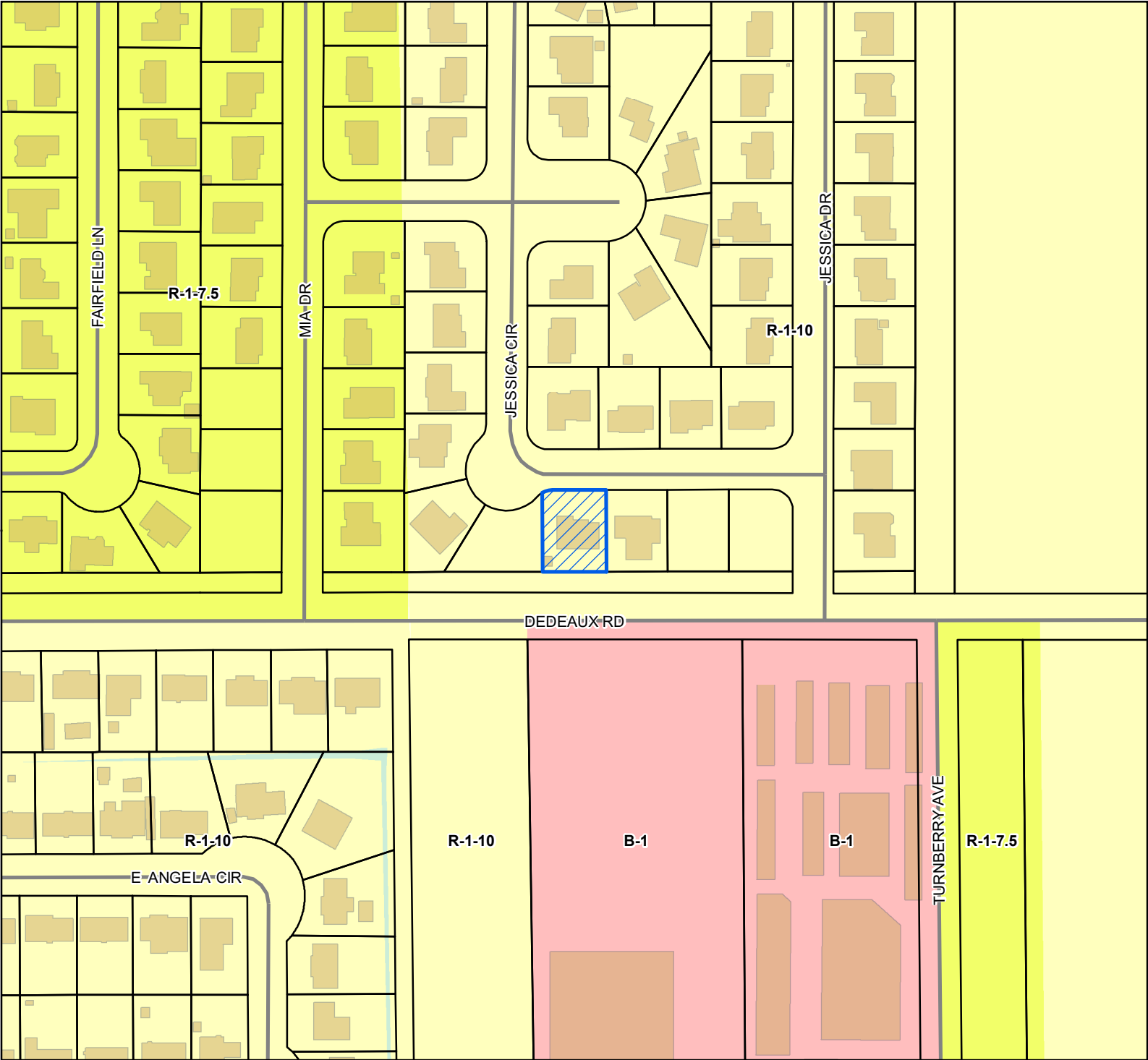
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

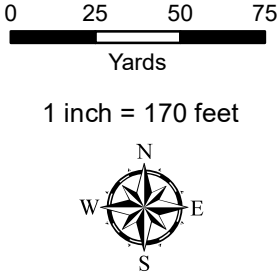
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-1 - Neighborhood Business District
- R-1-10 - Single Family Residence (Low Density)
- R-1-7.5 - Single Family Residence District (Low Density)

Site Information

0908I-01-007.040
Zoning: R-1-10 (Single Family)
Size: 7,798 sq ft
Flood: X



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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: 2205PC083Date Received: 3/18

Receipt Number: _____

Received By: D2Zoning: R-1-10Ward: 6 Flood: XSize: 7,798 SQ. FT.

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL # 09081-01-007.040

(If necessary, use separate sheet of paper)

Address of Property Involved: 12063 Jessica CircleLot(s) _____, Block(s) _____, Subdivision Fairfield IIIGeneral Location: Dedeaux Road

GENERAL DESCRIPTION OF REQUEST:

Home Occupation Mobile Notary

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Brenda P. Taylor
Printed Name of Owner
12063 Jessica Circle
Mailing Address
Gulfport MS 39503
City State Zip code
228-206-3062 228-380-1791
Home Phone Work/Cell Phone
bt 07232016@gmail.com
Email
Brenda P. Taylor
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

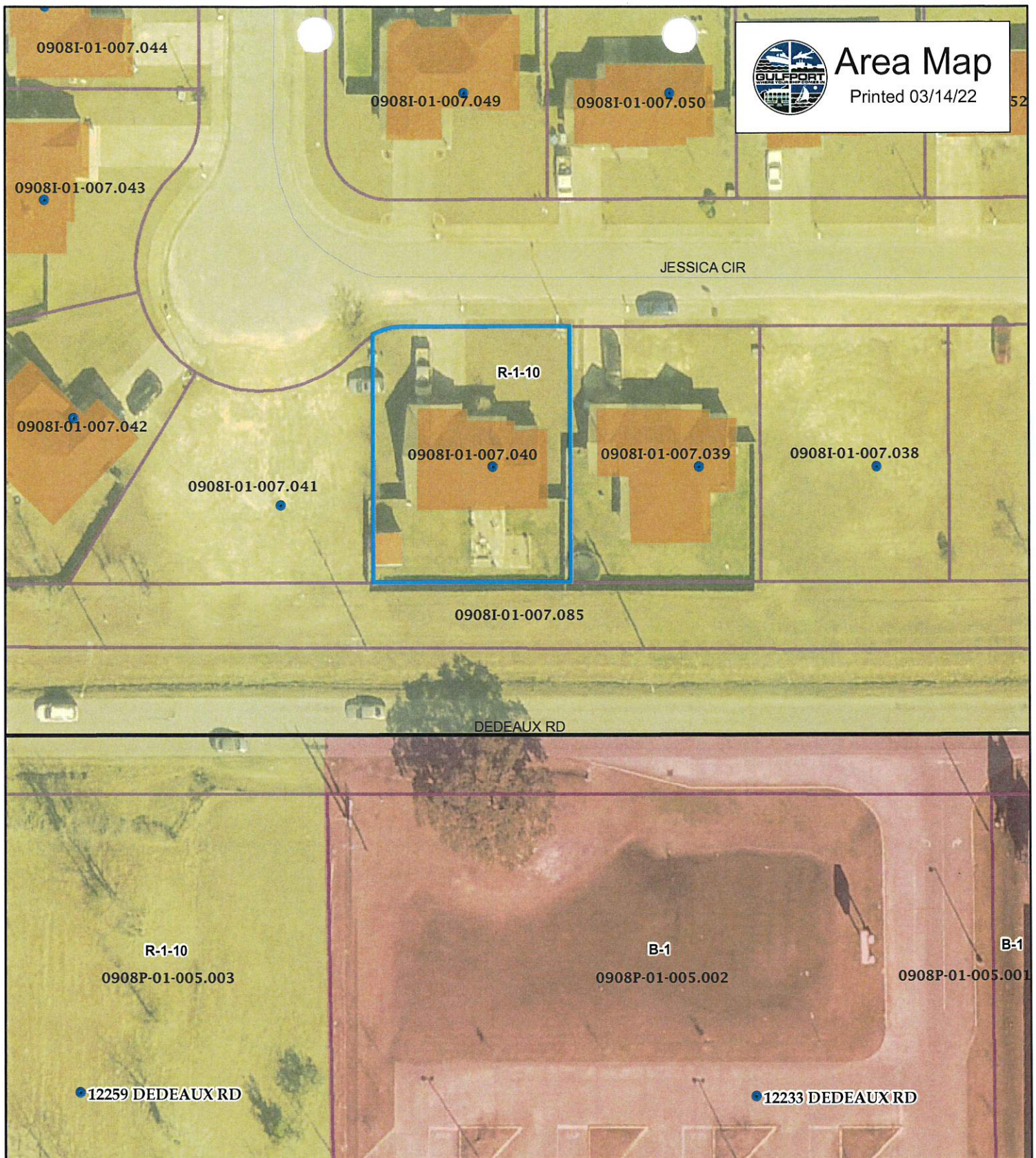
Email

Signature of Agent

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

☐

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



Area Map

Printed 03/14/22

● Addresspoints

▭ Parcels



1 inch = 50 feet

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+))

F1 - NO clients coming to the house
to additional access required

F2 - NO additional water

F3 - NO additional waste disposal

F4 - Support Regulate Community
Protection

F5 - $\rightarrow$ Entry of Support Regulate
Amenities.

F6 - NO clients are coming
to or from the house.

F7 - Home base business, nothing
structural will be changed.

PERMITS/INSP PAYMENT RCPT#: 11196133
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/18/22 TIME: 16:13
CLERK: mcumlingh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CREDIT CARD

REFERENCE:

AMT DERED: 75.00
AMT PLIED: 75.00
CHANGE: .00



1st Judicial District
Instrument 2009 4833 D -J1
Filed/Recorded 7 13 2009 1 47 P
Total Fees 12.00
6 Pages Recorded

PREPARED BY AND RETURN TO RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502 228-864-4511
Bar # 5359

GRANTOR:
L & F Homes and Development, LLC
P. O. Box 4984
Biloxi, Ms 39535
228-385-2706
GRANTEE:
Brenda I. Phillips
12063 Jessica Circle
Gulfport, Ms 39503
228-380-1362

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 **L & F Homes and Development, LLC**, a Mississippi Limited Liability Company, does hereby sell, convey and warrant unto **Brenda I. Phillips**, a single person, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

Lot 90, Fairfield Subdivision, Part III, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk First Judicial District of Harrison County, Mississippi and recorded in Plat Book 51 at Page 7

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above company by its Managing Member after being duly authorized so to execute and deliver the same, this the 10 day of July, 2009

L & F Homes and Development, LLC

BY: 

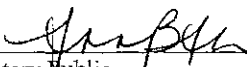
STATE OF MISSISSIPPI

COUNTY OF Harrison

PERSONALLY came and appeared before me, the undersigned authority in and for said county and state, on this 10 day of July, 2009, within my jurisdiction, the within named Larry Mitrenga who acknowledged that he is Managing Member of L & F Homes and Development, LLC a Mississippi Limited Liability Company, and that for and on behalf of the said company, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been duly authorized by said company so to do.

My Commission Expires:




Notary Public

Prepared By:
City of Gulfport
Community Development Department
P. O. Box 1780
Gulfport, MS 39502
228-868-5736

Recorded By:

RILEY LAW FIRM
PO Box 550
Gulfport, MS 39502-0550

**DEED RESTRICTION
RESTRICTIVE COVENANT**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

The undersigned Brenda Phillips ("Owner(s)"), is/are the owner(s) of certain real property located at 12063 Jessica Drive in the Gulfport (City), Harrison (County), Mississippi and more particularly described on **Exhibit A attached** hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledge, Owner does hereby impress the Property with the following deed restrictions.

1. For purposes of these deed restrictions, the following terms have the meaning indicated as per the Mississippi Development Authority adopted Katrina Community Development Block Grant "Long Term Work Force Housing" Program and the City of Gulfport Home Line Program "Affordability" resale requirements:

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to Program Guidelines of the Long Term Work Force Housing Program (LTWH).

Homeownership Assistance	Amount of Funds Provided	Minimum period of affordability in years
Long Term Workforce Housing (KCDBG Funds)	\$50,000.00	5

"Agency" means the City of Gulfport or its designee.

"Low-moderate income households" means households whose incomes does not exceed 120 percent of the median income for the area as determined by the United States Department of Housing and Urban Development at the time of purchase with adjustments for family size.

"Net gain" means the amount payable to the seller at closing less any amount of the homeowner's original down-payment investment and capital improvements investments made by the Owner.

"Resale Requirements" means that if the Property does not continue as the principal residence of the family for the duration of the Period of Affordability, that the Property is made available for subsequent purchase only to a buyer whose household qualifies as a low-moderate income family and will use the property as its principal residence. The requirement must also ensure that the price at resale provides the original LTWEH assisted owner a fair return on investment and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers.

2. The Agency must receive prior written notification of any sale, refinancing or foreclosure that occurs during the Period of Affordability.

3. In the event of a sale of the Property to a nonqualified LTWH Program low-moderate income family during the Period of Affordability, an amount equal to a pro rata share of the LTWH funds, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to the Agency from any gain realized upon the sale of the Property after deduction for sales expenses.

In the event of a sale of the Property to a qualified LTWH Program low-moderate income household, then the original Period of Affordability remains in effect until the ending date of this instrument.

4. In the event of a refinancing during the Period of Affordability, an amount equal to a pro rata share of the LTWH funds, reduced proportionately for every month of the Period of Affordability the Owner(s) has owned and occupied the Property, shall be repaid to the Agency from any net gain realized upon the refinancing.
5. In the event of foreclosure, with FHA financing, this deed restriction will automatically and permanently terminate upon foreclosure, deed-in-lieu of foreclosure, or assignment of the insured mortgage to HUD (as per U.S. Department of Housing and Urban Development, Mortgagee Letter 94-2). All other non-FHA foreclosure, deed-in-lieu of foreclosure, or assignment of the insured mortgage to HUD, may upon approval, either 1) resell to an income-eligible household or 2) the lesser of, the balance of the Home Line grant prorated for the affordability period or the net proceeds (sales price minus superior loan repayment and any closing costs). This instrument and these restrictions are subordinate to any valid outstanding lien against the property currently of record.
6. In the event the Owner(s) no longer occupy the property as their primary residence during the affordability period or use the property for financial gain (i.e. renting), then an amount equal to a pro rata share of the LTWH funds, reduced proportionately for every month of the Period of Affordability the Owner(s) has owned and occupied the Property, shall be repaid to the Agency.
7. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
8. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U.S. Department of Housing and Urban Development.
9. Owner occupant understands that the property must be the principal residence of the family during the Period of Affordability. In the event the Property does not remain the principal residence, the Owner must repay the Agency an amount equal to a pro rata share of the LTWH funds, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
10. Owner occupant understands the Period of Affordability is for a period of Five (5) years beginning on the date of this instrument and ending July 9, 2014. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.

EXECUTED this 9th day of July, 2009.
By: [Signature]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named Brenda I Phillips, who acknowledged that he/she/they signed and delivered the above foregoing instrument on the day and date therein above stated as for his/her/their own voluntary act and deed.

Given under my hand and Official Seal, this the 9th day of July, 2009.

(SEAL)

My commission expires: _____



[Signature]
Notary Public

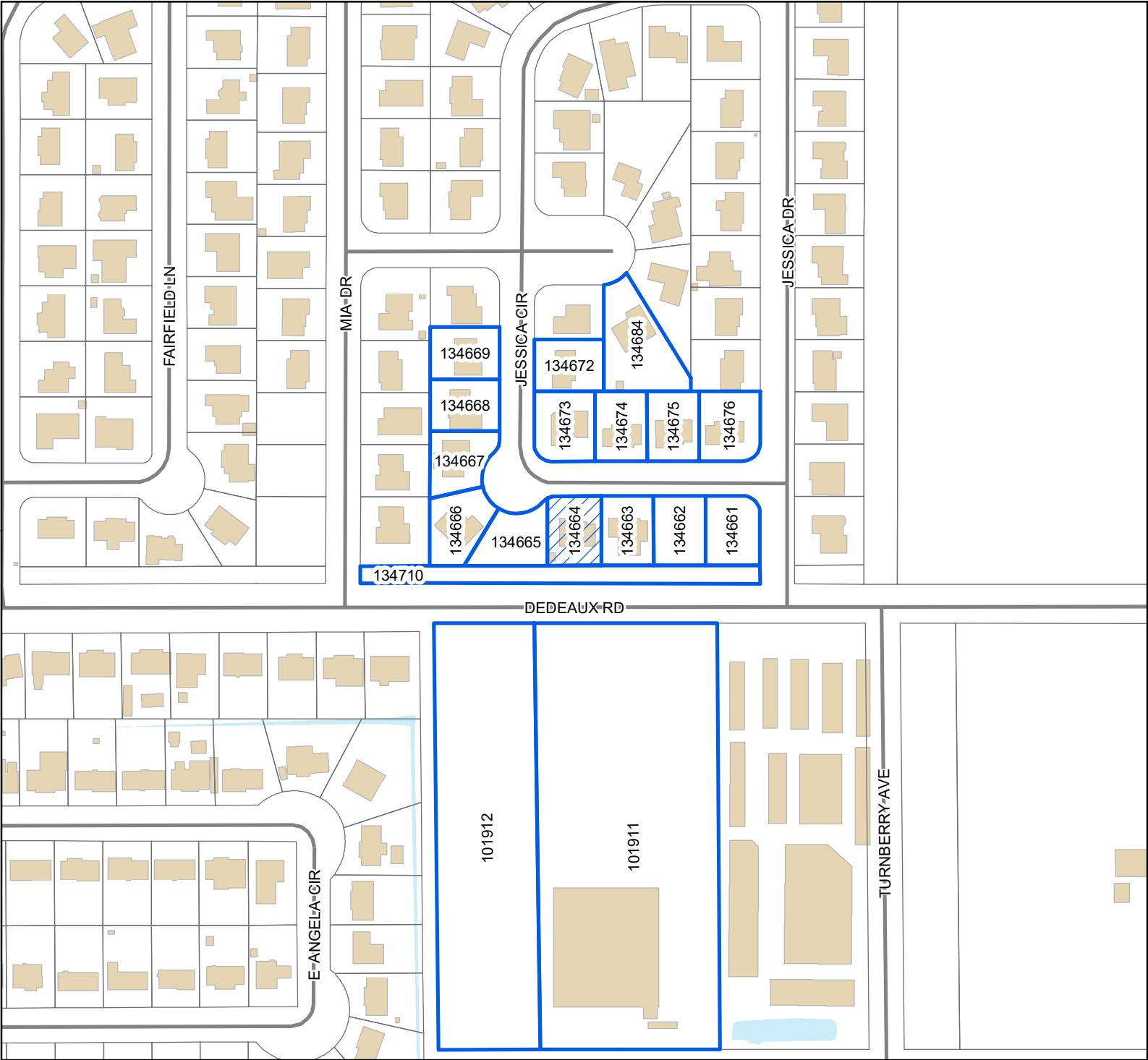
EXHIBIT A

Description of Property:

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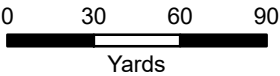
Recorded copy returned to
City of Gulfport
Community Development Department
P. O. Box 59
Gulfport, Mississippi 39502

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	134664	0908I-01-007.040	TAYLOR BRENDA P (OWNER)	12063 JESSICA CIRCLE	GULFPORT	MS	39503
N			Adjacent Property Owners				
	134661	0908I-01-007.037	8 A PROPERTIES INC	13824 GLENDALE RD	VANCELEAVE	MS	39565
N	134662	0908I-01-007.038	8 A PROPERTIES INC	13824 GLENDALE RD	VANCELEAVE	MS	39565
	134667	0908I-01-007.043	BACHARACH STEPHEN & CHRISTIN	12075 JESSICA CIR	GULFPORT	MS	39503
	134676	0908I-01-007.052	CALHOUN AMANDA T	12050 JESSICA CIR	GULFPORT	MS	39503
	101912	0908P-01-005.003	CALHOUN PROPERTY DEDEAUX ROAD LLC	P O BOX 158	OSYKA	MS	39657
	134668	0908I-01-007.044	CLINTON LIDIA M	12079 JESSICA CIR	GULFPORT	MS	39503
	134672	0908I-01-007.048	ESTRADA JANE ALISON	12082 JESSICA CIR	GULFPORT	MS	39503
	134674	0908I-01-007.050	GULF COAST HOUSES II LLC	7301 HIGHWAY 90 E	OCEAN SPRINGS	MS	39564
	134684	0908I-01-007.060	JONES ETTA R	12094 JESSICA CIRCLE	GULFPORT	MS	39503
	134673	0908I-01-007.049	MARQUARDT NICHOLAS & TORRES RHONDA	12062 JESSICA DR	GULFPORT	MS	39503
	134710	0908I-01-007.085	MITRENGA LARRY A	895 ON THE GREEN	BILOXI	MS	39532
	134663	0908I-01-007.039	PADILLA SERVANDO	12059 JESSICA CIRCLE	GULFPORT	MS	39503
	134665	0908I-01-007.041	RIPP RORLAN R JR & TRANG T NGUYEN	12067 JESSICA CIR	GULFPORT	MS	39503
	101911	0908P-01-005.002	ROBERTS COMPANY INC	1612 ADELINE ST	HATTIESBURG	MS	39401
	134669	0908I-01-007.045	SMITH KIMBERLY J	12083 JESSICA CIR	GULFPORT	MS	39503
	134666	0908I-01-007.042	TURNER THOMAS L JR & NICKESHA	12071 JESSICA CIRCLE	GULFPORT	MS	39503
	134675	0908I-01-007.051	WARREN CORRIE E	12054 JESSICA CIR	GULFPORT	MS	39503



Legend

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



1 inch = 200 feet



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Submitted

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Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

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Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
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SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**LEGAL NOTICE
PUBLIC HEARING**

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Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Resubdivision 2205PC084:

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2205PC084

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-7.5 / Single-family home and vacant properties

Legal: Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

TECHNICAL DETAILS

The applicant requests to reconfigure 4 properties into 2 new properties. As presented both properties will exceed the district minimums for size. The concerns with Parcel B is that it will exceed the lot width to depth ratio and will not meet the minimum required width at the building setback line.

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 regulations and current policy regarding lot size dimensions. The primary concerns are in regards to the lot width at building setback and lot width to depth ratio.

Any approval should consider these conditions:

1. Planning Commission grants a waiver for the maximum depth requirement from the subdivision regulations.
2. Planning Commission grants a waiver for the lot width at the building setback.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/17/2022.

Public Works: No comments as of 5/17/2022.

Traffic and Safety: No conditions. Memo dated 5/12/2022.

Building Code Services: No comments as of 5/17/2022.

GIS: No conditions. Memo dated 5/17/2022.

Police Department: No conditions. Memo dated 5/16/2022.

Fire Department: No conditions. Memo dated 5/13/2022.

City Arborist: No conditions. Memo dated 5/13/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



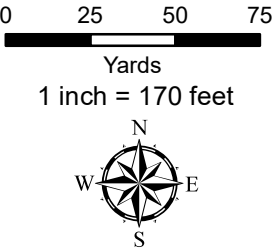
Legend

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

Zoning

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

Site Information
0811H-02-044.000; 0811H-02-067.000; 0811H-02-068.000; 0811H-02-069.000
Zoning: R-1-7.5 (Single Family)
Size: 1.56 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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	1	1	H
0	8	1	1	H
0	8	1	1	H

 -

0	2
0	2
0	2

 -

0	4	4
0	6	7
0	6	8

 .

0	0	0
0	0	0
0	0	0

For Staff Use Only

Case Number: 2205PC089Date Received: 3/23

Receipt Number: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 0811H-02-069.000 1111 SECOND STREET

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

General Location: 1111 SECOND STREET

GENERAL DESCRIPTION OF REQUEST:

RESUBDIVISION OF THE ABOVE FOUR PARCELS
INTO PARCEL "A" AND PARCEL "B"

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

CARL J POPE

Printed Name of Owner

P.O. BOX 1507

Mailing Address

GULFPORT MS 39502

City

State

Zip code

228-380-2620

Home Phone

Work/Cell Phone

TERRY CALVERT@ATT.NET

Email

Signature of Owner

AGENT

TERRY CALVERT

Printed Name of Agent

P.O. BOX 10026

Mailing Address

GULFPORT MS 39505

City

State

Zip code

228-380-2620

Home Phone

Work/Cell Phone

TERRY CALVERT@ATT.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.



STATE OF MISSISSIPPI
COUNTY OF Harrison



1st Judicial District
Instrument 2008 860 D -J1
Filed/Recorded 1 29 2008 1 31 P
Total Fees 17.00
2 Pages Recorded

Q U I T C L A I M D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **CARL J. POPE AND CARL R. PADGETT** do hereby sell, convey and quitclaim unto **CARL J. POPE AND CARL R. PADGETT**, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

The West 75 feet of Lots 1 and 2, Block 1 of Lawler & Parker Resurvey of Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 3 and Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 2, East Gulfport, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 8 at Page 2 (Copy Book 3A at Page 242)

AND ALSO:

The East $\frac{1}{2}$ of that certain vacated alley adjacent the following described property:

The West 75 feet of Lots 1 and 2, Block 1 of Lawler & Parker Resurvey of Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 3 and Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 2, East Gulfport, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 8 at Page 2 (Copy Book 3A at Page 242)

EXECUTED this the 24th day of January, 2008.

Carl J. Pope

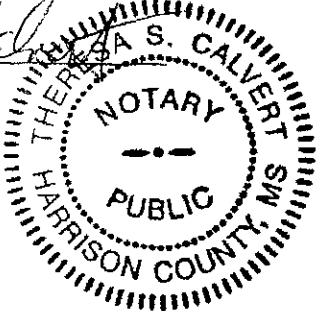
Carl R. Padgett

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in
and for the said county and state, on this 24th day of
January, 2008, within my jurisdiction, the within named
Carl J. Pope, who acknowledged that he executed and delivered the
above and foregoing instrument.

Theresa S. Calvert
Notary Public



MY COMMISSION EXPIRES:

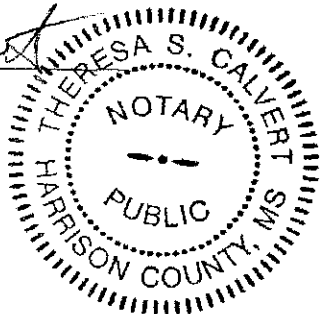
January 2, 2011

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in
and for the said county and state, on this 24th day of
January, 2008, within my jurisdiction, the within named
Carl R. Padgett, who acknowledged that he executed and delivered
the above and foregoing instrument.

Theresa S. Calvert
Notary Public



MY COMMISSION EXPIRES:

January 2, 2011

GRANTOR: / GRANTEE
P.O. Box 283
Gulfport, MS 39502
1-228-864-6211

FILED
MAY 24 2017
JOHN McADAMS, CHANCERY CLERK

IN THE CHANCERY COURT OF HARRISON COUNTY MISSISSIPPI D.C.
John R. Davis
FIRST JUDICIAL DISTRICT

IN THE ESTATE OF
CARL R. PADGETT, DECEASED

CIVIL ACTION NO. 10-02541(1)

CARL J. POPE, EXECUTOR

ORDER AMENDING DECREE WAIVING FIRST AND FINAL ACCOUNTING,
CLOSING ESTATE AND DISCHARGING EXECUTOR

WHEREAS on December 21, 2010, this Court issued in this Cause a Decree Waiving First and Final Accounting, Closing Estate and Discharging Executor (hereinafter, the "Decree");

WHEREAS a certain parcel of real property owned by Decedent at the time of his death was inadvertently excluded from the Decree;

NOW THEREFORE the Decree is hereby amended by adding the following paragraphs, to-wit:

ORDERED AND DECREED that pursuant to Section 2.02 of the Will, the decedent's interest in and to certain real property described in particularity below be, and hereby is, vested (subject to any restrictions, easements, etc. of record) in Carl J. Pope, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.

It is further



John R. Davis 1st Judicial District
Instrument 2017 3890 D - J1
Filed/Recorded 6/19/2017 11:49 A
Total Fees \$ 13.00
4 Pages Recorded

2

ORDERED AND DECREED that a certified copy of this Decree Waiving First and Final Accounting, Closing Estate, and Discharging Executor be filed with the Chancery Court of Harrison County, First Judicial District in Mississippi for recording in the land deed records. It is further

ORDERED AND DECREED that the Tax Assessor of Harrison County, Mississippi, shall mail all future ad valorem tax notices with regard to the above-referenced property to the following person at the following address, subject to further notice by the owner of the property:

Carl J. Pope
Post Office Box 283
Gulfport, Mississippi 39501

SO ORDERED, ADJUDGED AND DECREED, this the 19 day of

May, 2017.

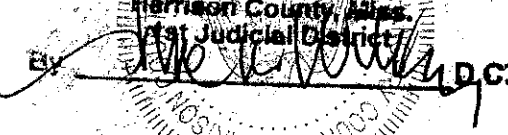

CHANCELLOR

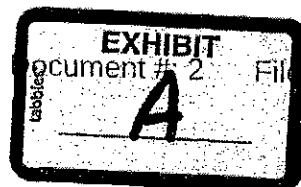
2cc
mailed
KALEEL "TEAL" SALLOUM, JR.
Salloum Law Firm, PLLC
1611 24th Avenue, Suite B
Post Office Box 1717
Gulfport, Mississippi 39502
(228) 863-6727

Indexing Instructions: Lots Three (3) and Four (4), Block One (1), LAWLER AND PARKER ADDITION, Harrison County, Mississippi

2

A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
1st Judicial District


J.D.C.



Lots Three (3) and Four (4), Block One (1), LAWLER AND PARKER ADDITION to the City of Gulfport, Harrison County, Mississippi, sometimes referred to as lots Three (3) and Four (4), Block One (1) of the Re-Survey of Lots Seven (7) and Eight (8) and the East 52.5 feet of Lot Six (6), Block Three (3), and Lots Seven (7) and Eight (8) and the East 52.5 feet of Lot Six (6), Block Two (2) of EAST GULFPORT, a subdivision in the City of Gulfport, in accordance with the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

ALSO:

The East one-half (E ½) of that former alley running North and south through the aforesaid Block One (1), which East one-half (E ½) abuts on the west margin of Lots Three (3) and Four (4), Block One (1) aforesaid; said parcel being more particularly described as follows, to-wit: Commencing at the southwest corner of Lot Four (4), Block One (1) of LAWLER AND PARKER ADDITION as aforesaid; running thence Westerly along the extension of the south line of Lot Four (4) a distance of 7 feet; running thence Northerly parallel to the west lines of Lots Four (4) and Three (3), of Block One (1) of LAWLER AND PARKER ADDITION to a point in the westerly extension of the north line of the aforesaid Lot Three (3); running thence East along the extension of the north line of said Lot Three (3) to the northwest corner of said Lot Three (3); running thence southerly along the west line of Lots Three (3) and Four (4) to the Point of Beginning. Being part of that North and South alley above described, having been vacated by decree of the Chancery Court of Harrison County, Mississippi, under date of March 29, 1963, in Cause No. 46,647 of the Chancery Court of Harrison County, Mississippi.

Salloum Law Firm

a Professional Limited Liability Company

1611 24th Avenue, Suite B
Gulfport, Mississippi 39501

Kaleel "Teal" Salloum, Jr., LL.M. (in Taxation)

Post Office Box 1717
Gulfport, Mississippi 39502
Telephone: 228-863-6727
Telefax: 228-863-6734
email: teal@salloumlawfirm.com

May 8, 2017

Our File No.
1889-001

Judge Jim Persons
Chancery Court Judge
P.O. Box 457
Gulfport, MS 39502

Re: Estate of Carl R. Padgett
In the Chancery Court of Harrison County
Civil Action No. 24CH1:10-cv-2541-JP

Dear Judge Persons:

In connection with the above-referenced matter, enclosed please find a proposed Order Amending Decree Waiving First and Final Accounting, Closing Estate and Discharging Executor (the "**Amended Decree**").

Trusting you find the Amended Decree acceptable, we respectfully request that you sign the same. Once executed, please forward to the clerk's office for filing.

Thank you for assistance with this matter. Should you have any questions or concerns regarding the Amended Decree, please do not hesitate to contact us.

Sincerely,

SALLOUM LAW FIRM,
a Professional Limited Liability Company

By: By: Chris Otto
Kaleel "Teal" Salloum, Jr.

KGS/ctt
Enclosure

5/19



[Signature]
1st Judicial District
Instrument 2006 4089 D -J1
Filed/Recorded 5 9 2006 2 20 P
Total Fees 12.00
3 Pages Recorded

PREPARED BY: *Return*

MEADOWS RILEY LAW FIRM
P. O. Drawer 550
Gulfport, MS 39502
(228) 864-4511

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and pursuant to the authority granted to us by the Chancery Court of the First Judicial District of Harrison County, Mississippi, in a Judgment Granting Authority to sell real estate entered by said court on April 25, 2006, We, the undersigned, **A.J. Watson, III and Maria L. Watson**, the duly appointed Administrators c.t.a. of the **Estate of Martha Jeanne Doty Watson, Deceased**, Cause Number 2401-01-00775, do hereby convey and warrant unto **Carl R. Padgett and Carl J. Pope**, as joint tenants with full rights of survivorship and not as tenants in common, the following described property located and situated in the First Judicial District of Harrison County, Mississippi, to-wit:

See Exhibit "A" attached hereto and made a part hereof

AND DO hereby assign and quitclaim to Grantee that certain Perpetual Easement described in Exhibit "A" attached hereto and made a part hereof.

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.

2

Witness my signature this the 9th day of May, 2006.

A.J. Watson, III

A.J. Watson, III, Administrator c.t.a. of the
Estate of Martha Jeanne Doty Watson

Maria L. Watson

Maria L. Watson, Administrator c.t.a. of the
Estate of Martha Jeanne Doty Watson

STATE OF MISSISSIPPI

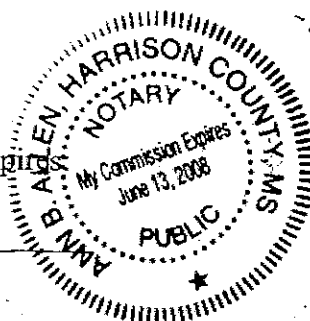
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, A.J. Watson, III and Maria L. Watson, the duly appointed Administrators c.t.a. of the Estate of Martha Jeanne Doty Watson, Deceased, having been so appointed by the Chancery Court of Harrison County, Mississippi, by Order dated April 3, 2001, who acknowledged that they signed, and delivered the above and foregoing, Warranty Deed on the day and year therein mentioned having been duly authorized to do so.

GIVEN under my hand and official seal of office on this the 9th day of May, 2006.

[Signature]
Notary Public

My Commission Expires



Grantor:

A.J. Watson, III
P.O. Box 6410
Gulfport, MS 39506
228-896-6766

Maria L. Watson
1523 Olive Ave.
Gulfport, MS 39501
228-868-9435

Grantee:

P.O. Box 283
Gulfport, MS 39502
228-864-6211

LEGAL DESCRIPTION OF THE PROPERTY

The following land, together with all improvements thereon and all appurtenances and hereditaments thereunto appertaining or in anywise belonging, which is situated and located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described:

Lot 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport;

ALSO, all property acquired by predecessors in title in that certain alley which ran southward from the South margin of Second Street to the South margins of Lots 4 and 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by decree of the Chancery Court of Harrison County, Mississippi, dated March 29, 1963, said decree being recorded in Book 512 at Pages 334-336 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi;

ALSO, the northern half of the East 18 feet of that part of an East-West alley lying immediately South of Lot 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by the Chancery Court of Harrison County, Mississippi, in the aforesaid decree dated March 29, 1963, subject to a perpetual easement relating thereto that was granted by Jeanne Doty Watson and her husband, Allan J. Watson, Jr. by written document dated December 20, 1977, which is recorded in Book 818 at Pages 456-457 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi;

ALSO, that portion of the East 2.5 feet of Lot 5 and the West 22.5 feet of Lot 6, Block 3 of East Gulfport, lying North of a continuation of the southern boundary of Lot 5 of Block 1 of said Lawler and Parker Resurvey of East Gulfport prior to the vacating of the alleys heretofore set out, said property being 25 feet, more or less, in width on Second Street and 200 feet, more or less, in depth.

That certain perpetual easement on, over and across the southern half of the East 18 feet of that part of an East-West alley lying immediately North of Lot 6 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by the Chancery Court of Harrison County, Mississippi, in the aforesaid decree dated March 29, 1963, said easement having been granted to Jeanne Doty Watson and her husband, Allan J. Watson, Jr., by written document dated November 21, 1977, which is recorded in Book 818 at Pages 452-453 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

EXHIBIT A

Return:

PREPARED BY AND RETURN TO RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502 228-864-4511



[Signature]
1st Judicial District
Instrument 2008 5124 D -J1
Filed/Recorded 6 12 2008 1 50 P
Total Fees 12.00
3 Pages Recorded

STATE OF MISSISSIPPI
COUNTY OF Harrison

W A R R A N T Y D E E D

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **David W. Morton**, a married man, does hereby sell, convey and warrant unto **Carl J. Pope and Carl R. Padgett**, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property located and being situated in the First Judicial District of Harrison County, State of Mississippi and being more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THIS PROPERTY constitutes no part of the Grantor's homestead.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above Grantor(s), this the 9th day of June, 2008.

David W. Morton
David W. Morton

STATE OF Louisiana
COUNTY/PARISH OF LIVINGSTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 9th day of June, 2008, within my jurisdiction, the within named David W. Morton, who acknowledged that they/he/she executed and delivered the above and foregoing instrument.

Cheryl D. Bourgeois
NOTARY PUBLIC

MY COMMISSION EXPIRES:

at death

CHERYL D. BOURGEOIS
NOTARY ID# 66798

GRANTOR:
David W. Morton
18646 Wildlife Way Drive
Baton Rouge, LA 70817
225-433-6611 933-3661

GRANTEE:
Carl J. Pope and Carl R. Padgett
P. O. Box 283
Gulfport, MS 39502
228-864-6211



LEGAL DESCRIPTION

EXHIBIT "A"

A parcel of land situated and being located in the east 57.50 feet of Lot 5, less the east 2.50 feet, Block 3, EAST GULFPORT ADDITION, City of Gulfport, 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 east 57.50 feet of said Lot 5, Block 3, EAST GULFPORT ADDITION with the northerly right-of-way of U. S. Highway 90 / East Beach Boulevard; thence run North 00 degrees 06 minutes 43 seconds West 503.48 feet along the west line of the east 57.50 feet of said Lot 5 to the southerly margin of Second Street; thence run North 72 degrees 58 minutes 55 seconds East 57.40 feet along the southerly margin of Second Street to a point that is 2.50 feet West of the east line of said Lot 5; thence run South 00 degrees 06 minutes 43 seconds East 501.65 feet along a line that is 2.50 feet West of the east line of said Lot 5 to the northerly margin of U. S. Highway 90 / East Beach Boulevard; thence run South 71 degrees 14 minutes 57 seconds West 57.96 feet along the northerly right-of-way of U. S. Highway 90/East Beach Boulevard to the Point of Beginning.



Designation of Agent

I, CARL J POPE, being owner of the property 1111 SECOND ST GPT
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize TERRY CALVERT 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.

Carl J Pope
Signature

3/21/22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 21st day of March, 2022

Barbara Kittle
Notary Public

11/14/2025
Commission Expiration





Covenant Affidavit

I, CARL J POPE, being owner or agent of the property 1111 SECOND ST
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

3/21/22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 21ST day of March, 2022


Notary Public



Commission Expiration

SCALE: 1" = 50'
SCALE IN FEET



REFERENCE MAPS:

A) Survey of Tax Parcels
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000 prepared
by J. Michael Cassidy on
November 24, 2007.

REFERENCE BEARINGS:

The bearings shown hereon are
based on the "Mississippi State
Plane Coordinate System - East
Zone - NAD 83" using GPS
GCGC-RTN System accessed on
November 18, 2021.

(*) Represents the Basis of
Bearings. Distances shown are U.S.
Survey feet.

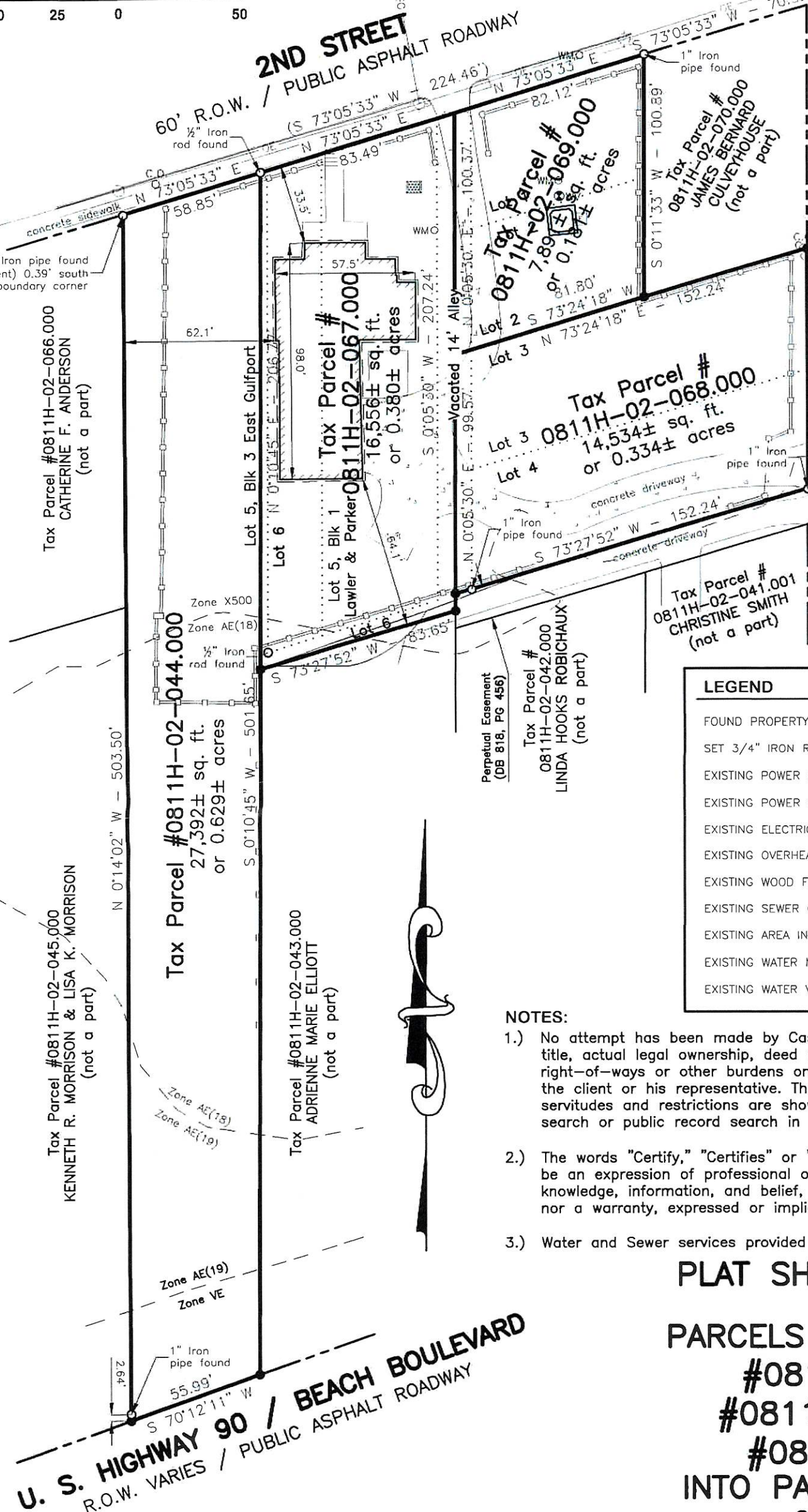
FEMA FLOOD ZONE AND
HAZARDS:

This lot is located in Flood Zones
"AE" (18), "AE" (19), "VE" (21)
and "X500" Areas of/per FEMA
Map Community Panel Number
28047C 0377 G for Harrison
County, Mississippi dated December
21, 2017. Base Flood Elevation is
subject to change and should be
verified with the local authority's
Flood Plain Administrator before
any design or construction.

ZONING INFORMATION:

Zoned: R-1-7.5
(Single Family Residential District)
Building Setbacks:

Front yard - 25'
Side yard - 8'
Rear yard - 8'



LEGEND

FOUND PROPERTY CORNER (AS NOTED)	O
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING POWER POLE WITH LIGHT	⊗
EXISTING ELECTRIC TRANSFORMER	E
EXISTING OVERHEAD POWER LINE	—OE—
EXISTING WOOD FENCE LINE	—□—
EXISTING SEWER CLEANOUT	C.O. O
EXISTING AREA INLET CATCH BASIN	■
EXISTING WATER METER	WM O
EXISTING WATER VALVE	⊗WV

NOTES:

- No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- Water and Sewer services provided to site by City of Gulfport Public Works.

PLAT SHOWING RESUBDIVISION
OF
PARCELS #0811H-02-044.000
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

CERTIFICATION:

This is to certify to BERKSHIRE HATHAWAY HOME SERVICES / SHAW PROPERTIES that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

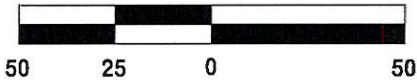
Michael P. Blanchard 01/04/2022
Michael P. Blanchard, PS, Reg. No. 2834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1984
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 1, 2021

SCALE: 1" = 50'
SCALE IN FEET

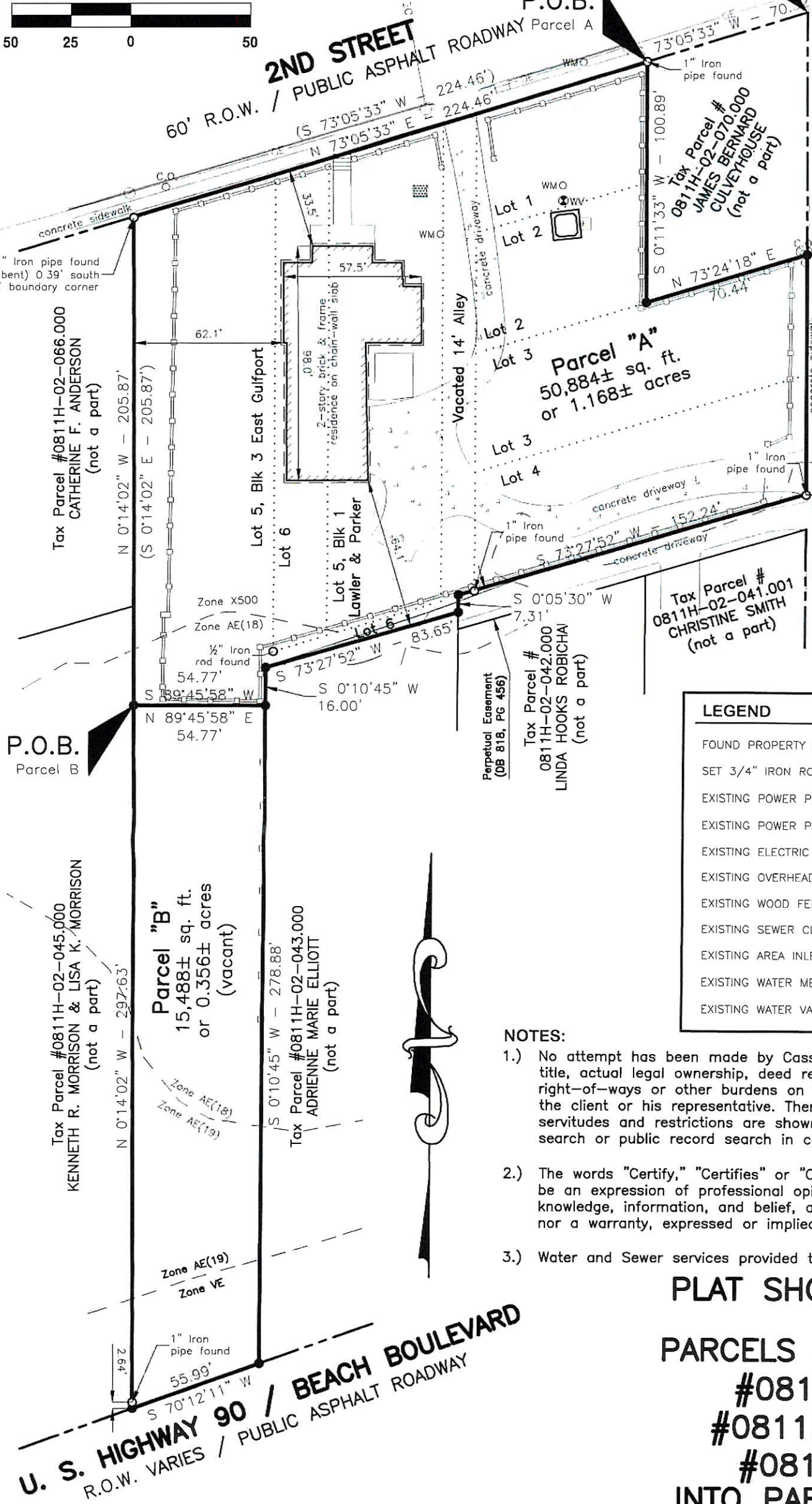


REFERENCE MAPS:
A) Survey of Tax Parcels
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000 prepared
by J. Michael Cassidy on
November 24, 2007.

REFERENCE BEARINGS:
The bearings shown hereon are
based on the "Mississippi State
Plane Coordinate System - East
Zone - NAD 83" using GPS
GCGC-RTN System accessed on
November 18, 2021.
(*) Represents the Basis of
Bearings. Distances shown are U.S.
Survey feet.

FEMA FLOOD ZONE AND
HAZARDS:
This lot is located in Flood Zones
"AE" (18), "AE" (19), "VE" (21)
and "X500" Areas of/per FEMA
Map Community Panel Number
28047C 0377 G for Harrison
County, Mississippi dated December
21, 2017. Base Flood Elevation is
subject to change and should be
verified with the local authority's
Flood Plain Administrator before
any design or construction.

ZONING INFORMATION:
Zoned: R-1-7.5
(Single Family Residential District)
Building Setbacks:
Front yard - 25'
Side yard - 8'
Rear yard - 8'



LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING POWER POLE WITH LIGHT	⊗ ⁺
EXISTING ELECTRIC TRANSFORMER	⊞
EXISTING OVERHEAD POWER LINE	—OE—
EXISTING WOOD FENCE LINE	—□—
EXISTING SEWER CLEANOUT	C.O. ○
EXISTING AREA INLET CATCH BASIN	⊞
EXISTING WATER METER	WM ○
EXISTING WATER VALVE	⊗WV

NOTES:

- 1.) No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.
- 3.) Water and Sewer services provided to site by City of Gulfport Public Works.

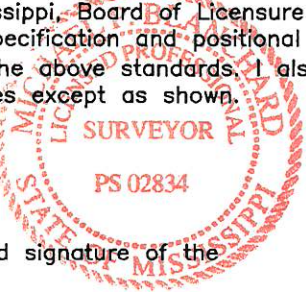
PLAT SHOWING RESUBDIVISION
OF
PARCELS #0811H-02-044.000
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

CERTIFICATION:

This is to certify to BERKSHIRE HATHAWAY HOME SERVICES / SHAW PROPERTIES that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard, PS, Reg. No. 2834

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.



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Phone • (228)896-7155 Fax • (228)896-8405
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FIELD WORK COMPLETED ON: December 1, 2021

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0811H-02-044.000", "PARCEL 0811H-02-067.000", "PARCEL 0811H-02-068.000", and "PARCEL 0811H-02-069.000" in Section 3, Township 8 South, Range 11 West into Parcel "A" and Parcel "B". The subject property is generally described as being located south of Second Street and west of Olive Avenue. The ad valorem tax parcel numbers of the subject properties are 0811H-02-044.000 (Instrument No. 2008-5124-D-J1), 0811H-02-067.000 (Instrument No. 2006-4089-D-J1), 0811H-02-068.000 (Instrument No. 2017-3890-D-J1), and 0811H-02-069.000 (Instrument No. 2008-860-D-J1). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PARCEL #0811H-02-044.000:

A parcel of land situated and being located in the east 57.50 feet of Lot 5, less the east 2.50 feet, Block 3, EAST GULFPORT ADDITION, City of Gulfport, 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 east 57.50 feet of said Lot 5, Block 3, EAST GULFPORT ADDITION with the northerly right-of-way of U. S. Highway 90 / East Beach Boulevard; thence run North 00 degrees 06 minutes 43 seconds West 503.48 feet along the west line of the east 57.50 feet of said Lot 5 to the Southerly margin of Second Street; thence run North 72 degrees 58 minutes 55 seconds East 57.40 feet along the southerly margin of Second Street to a point that is 2.50 feet West of the east line of said Lot 5; thence run South 00 degrees 06 minutes 43 seconds East 501.65 feet along a line that is 2.50 feet West of the east line of said Lot 5 to the northerly margin of U. S. Highway 90 / Beach Boulevard; thence run South 71 degrees 14 minutes 57 seconds West 57.96 feet along the northerly right-of-way of U. S. Highway 90 / East Beach Boulevard to the Point of Beginning.

PARCEL #0811H-02-067.000:

The following land, together with all improvements thereon and all appurtenances and hereditaments thereunto appertaining or in anywise belonging, which is situated and located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described:

Lot 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport;

ALSO, all property acquired by predecessors in title in that certain alley which ran southward from the South margin of Second Street to the South margins of Lots 4 and 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by decree of the Chancery Court of Harrison County, Mississippi, dated March 29, 1963, said decree being recorded in Book 512 at Pages 334-336 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi;

ALSO, the northern half of the East 18 feet of that part of an East-West alley lying immediately South of Lot 5 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by the Chancery Court of Harrison County, Mississippi, in the aforesaid decree dated March 29, 1963, subject to a perpetual easement relating thereto that was granted by Jeanne Doty Watson and her husband, Allan J. Watson, Jr. by written document dated December 20, 1977, which is recorded in Book 818 at Pages 456-457 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi;

ALSO, that portion of the East 2.5 feet of Lot 5 and the West 22.5 feet of Lot 6, Block 3 of East Gulfport, lying North of a continuation of the southern boundary of Lot 5 of Block 1 of said Lawler and Parker Resurvey of East Gulfport prior to the vacating of the alleys heretofore set out, said property being 25 feet, more or less, in width on Second Street and 200 feet, more or less, in depth.

That certain perpetual easement on, over and across the southern half of the East 18 feet of that part of an East-West alley lying immediately North of Lot 6 of Block 1 of Lawler and Parker Resurvey of East Gulfport that was vacated by the Chancery Court of Harrison County, Mississippi, in the aforesaid decree dated March 29, 1963, said easement having been granted to Jeanne Doty Watson and her husband, Allan J. Watson, Jr., by written document dated November 21, 1977, which is recorded in Book 818 at Pages 452-453 of the Land Deed Records in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

PARCEL #0811H-02-068.000:

Lots Three (3) and Four (4), Block One (1), LAWLER AND PARKER ADDITION to the City of Gulfport, Harrison County, Mississippi, sometimes referred to as lots Three (3) and Four (4), Block One (1) of the Re-Survey of Lots Seven (7) and Eight (8) and the East 52.5 feet of Lot Six (6), Block Three (3), and Lots Seven (7) and Eight (8) and the East 52.5 feet of Lot Six (6), Block Two (2) of EAST GULFPORT, a subdivision in the City of Gulfport, in accordance with the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

The East one-half (E ½) of that former alley running North and south through the aforesaid Block One (1), which East one-half (E ½) abuts on the west margin of Lots Three (3) and Four (4), Block One (1) aforesaid; said parcel being more particularly described as follows, to-wit: Commencing at the southwest corner of Lot Four (4), Block One (1) of LAWLER AND PARKER ADDITION as aforesaid; running thence Westerly along the extension of the south line of Lot Four (4) a distance of 7 feet; running thence Northerly parallel to the west lines of Lots Four (4) and Three (3), of Block One (1) of LAWLER AND PARKER ADDITION to a point in the westerly extension of the north line of the aforesaid Lot Three (3); running thence East along the extension of the north line of said Lot Three (3) to the northwest corner of said Lot Three (3); running thence southerly along the west line of Lots Three (3) and Four (4) to the Point of Beginning. Being part of that North and South alley above described, having been vacated by decree of the Chancery Court of Harrison County, Mississippi, under date of March 29, 1963, in Cause No. 46,647 of the Chancery Court of Harrison County, Mississippi.

PARCEL #0811H-02-069.000:

The West 75 feet of Lots 1 and 2, Block 1 of Lawler & Parker Resurvey of Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 3 and Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 2, East Gulfport, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 8 at Page 2 (Copy Book 3A at Page 242)

AND ALSO:

The East ½ of that certain vacated alley adjacent the following described property:

The West 75 feet of Lots 1 and 2, Block 1 of Lawler & Parker Resurvey of Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 3 and Lots 7 & 8 and the East 52.5 feet of Lot 6, Block 2, East Gulfport, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 8 at Page 2 (Copy Book 3A at Page 242)

PLAT SHOWING RESUBDIVISION OF

PARCELS #0811H-02-044.000

#0811H-02-067.000,

#0811H-02-068.000, &

#0811H-02-069.000

INTO PARCEL A & PARCEL B

CITY OF GULFPORT,

FIRST JUDICIAL DISTRICT OF

HARRISON COUNTY, MISSISSIPPI

SHEET 3 OF 5

 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 1, 2021

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY

A parcel of land situated and being located in part of Lots 1-5, and the vacated 14-foot alley, Block 1, LAWLER & PARKER RESURVEY OF LOTS 7 & 8 AND THE EAST 52.5 FEET OF LOT 6, BLOCK 3 AND LOTS 7 & 8 AND THE EAST 52.5 FEET OF LOT 6, BLOCK 2, EAST GULFPORT, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 8 at Page 2 (Copy Book 3A at Page 242), and also being part of Lots 5-6, Block 3, EAST GULFPORT, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 3 at Page 3 (Copy Book 1A at Page 50), and also being part of the Southeast Quarter (SE 1/4) of Section 3, Township 8 South, Range 11 West, First Judicial District of Harrison County, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the westerly margin of Olive Avenue with the southerly margin of 2nd Street; thence run South 73 degrees 05 minutes 33 seconds West along the southerly margin of 2nd Street a distance of 70.32 feet to a 1-inch iron pipe at the POINT OF BEGINNING of the parcel herein described;

thence departing the southerly margin of 2nd Street run from said POINT OF BEGINNING South 00 degrees 11 minutes 33 seconds West a distance of 100.89 feet to a 3/4-inch iron rod; thence run North 73 degrees 24 minutes 18 seconds East a distance of 70.44 feet to a 3/4-inch iron rod on the westerly margin of Olive Avenue; thence run South 00 degrees 03 minutes 50 seconds West along the westerly margin of Olive Avenue a distance of 99.72 feet to a 1-inch iron rod; thence departing the westerly margin of Olive Avenue run South 73 degrees 27 minutes 52 seconds West a distance of 152.24 feet to a 3/4-inch iron rod; thence run South 00 degrees 05 minutes 30 seconds West a distance of 7.31 feet to a 3/4-inch iron rod; thence run South 73 degrees 27 minutes 52 seconds West a distance of 83.65 feet to a 3/4-inch iron rod; thence run South 00 degrees 10 minutes 45 seconds West a distance of 16.00 feet to a 3/4-inch iron rod; thence run South 89 degrees 45 minutes 58 seconds West a distance of 54.77 feet to a 3/4-inch iron rod; thence run North 00 degrees 14 minutes 02 seconds West a distance of 205.87 feet to a 1-inch iron pipe on the southerly margin of 2nd Street; thence run North 73 degrees 05 minutes 33 seconds East along the southerly margin of 2nd Street a distance of 224.46 feet to the POINT OF BEGINNING.

Said parcel contains 1.168 acres, more or less.

LEGAL DESCRIPTION OF PARCEL B: AS PER SURVEY

A parcel of land situated and being located in part of Lots 5-6, Block 3, EAST GULFPORT, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi Plat Book 3 at Page 3 (Copy Book 1A at Page 50), and also being part of the Southeast Quarter (SE 1/4) of Section 3, Township 8 South, Range 11 West, First Judicial District of Harrison County, City of Gulfport, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the westerly margin of Olive Avenue with the southerly margin of 2nd Street; thence run South 73 degrees 05 minutes 33 seconds West along the southerly margin of 2nd Street a distance of 70.32 feet to a 1-inch iron pipe; thence run South 73 degrees 05 minutes 33 seconds West along the southerly margin of 2nd Street a distance of 224.46 feet to a 1-inch iron pipe; thence departing the southerly margin of 2nd Street run South 00 degrees 14 minutes 02 seconds East a distance of 205.87 feet to a 3/4-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

thence run from said POINT OF BEGINNING North 89 degrees 45 minutes 58 seconds East a distance of 54.77 feet to a 3/4-inch iron rod; thence run South 00 degrees 10 minutes 45 seconds West a distance of 278.88 feet to a 3/4-inch iron rod on the northerly margin of US Highway 90/Beach Boulevard; thence run South 70 degrees 12 minutes 11 seconds West along the northerly margin of US Highway 90/Beach Boulevard a distance of 55.99 feet to a 3/4-inch iron rod; thence departing the northerly margin of US Highway 90/Beach Boulevard run North 00 degree 14 minutes 02 seconds West a distance of 297.63 feet to the POINT OF BEGINNING.

Said parcel contains 0.336 acres, more or less.

**PLAT SHOWING RESUBDIVISION
OF
PARCELS #0811H-02-044.000
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
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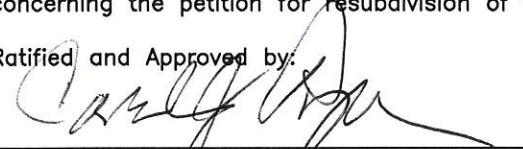
SHEET 4 OF 5

 **CASSADY-ACADIA**
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Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: December 1, 2021

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:



(Signature)

By: Carl J. Pope, Owner

This 16th day of March, 2022.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Carl J. Pope, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.



NOTARY PUBLIC

My Commission Expires: July 5, 2023



S E A L

PLAT SHOWING RESUBDIVISION
OF
PARCELS #0811H-02-044.000
#0811H-02-067.000,
#0811H-02-068.000, &
#0811H-02-069.000
INTO PARCEL A & PARCEL B
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

Gulfport City Planning Commission
Keith Williams

Planning Division Administrator
Gregory 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:

CLERK OF COUNCIL
Brittany Rodgers

PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022.

BILLY HEWES, MAYOR

SHEET 5 OF 5



FIELD WORK COMPLETED ON: December 1, 2021

PERMITS/INSP PAYMENT RECPT#: 11202098
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/23/22 TIME: 14:57
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY:
PAYMENT METH: CHECK
3305

REFERENCE:

AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS



09564539

2010-013954

FILING
DATE **JUL 12 2010**

CERTIFICATE OF DEATH STATE OF MISSISSIPPI

STATE FILE
NUMBER 123-

1. NAME First Middle Last Carl Raymond Padgett			2. SEX M	3a. HOUR OF DEATH 6:12 p.m.	3b. DATE OF DEATH (Month, Day, Year) July 1, 2010	
4. RACE (Specify White, Black, American Indian, etc.) White		5a. AGE AT LAST BIRTHDAY 83 Years	5b. MOS ONLY IF UNDER 1 YEAR	5c. DAYS ONLY IF UNDER 1 DAY	6. DATE OF BIRTH (Month, Day, Year) May 15, 1927	7. STATE OF BIRTH Mississippi
8. PLACE OF DEATH (Check only one box) ☒ Inpatient ☐ ER/Outpatient ☐ DOA		9. DEATH OCCURRED IN A HOSPITAL ☐ Hospice facility ☐ Decedent's home ☐ Nursing home/Long term care facility ☐ Other (Specify)				
9a. FACILITY NAME (If not a facility, give street address, route number, or other location) Memorial Hospital #24M			9b. CITY, TOWN OR LOCATION OF DEATH Gulfport		9c. COUNTY OF DEATH Harrison	
10. DECEDENT'S EDUCATION (Specify only highest grade completed) High School (1-12) 12		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Never Married		12. SURVIVING SPOUSE (If wife, give maiden name) N/A		13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) Yes
14. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, specify Cuban, Mexican, Puerto Rican, etc.) ☐ No ☐ Yes (Specify)		15. SOCIAL SECURITY NUMBER 426-34-7323		16a. USUAL OCCUPATION (Kind of work done most of working life) Developer		16b. KIND OF BUSINESS OR INDUSTRY Land
17a. RESIDENCE - STATE Mississippi		17b. COUNTY Harrison		17c. CITY OR TOWN Gulfport		17d. INSIDE CITY LIMITS (Specify Yes or No) Yes
17e. STREET AND NUMBER OR RURAL LOCATION 1111 Second Street		18. FATHER - NAME First Middle Last Vester L. Padgett, Sr.		19. MOTHER - NAME First Middle Maiden Mamie Williams		
20a. INFORMANT - NAME (Type or print) Dr. Carl J. Pope		20b. RELATIONSHIP TO DECEDENT Friend		20c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. Box 1507, Gulfport, MS 39502		
21a. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, etc.) Cremation		21b. CEMETERY/CREMATORY - NAME MS Gulf Coast Crem.		21c. LOCATION (City and State) Biloxi, MS		21d. EMBALMER - SIGNATURE AND LICENSE NUMBER > Not Embalmed
22a. FUNERAL HOME - NAME Bradford-O'Keefe 24-0		22b. FUNERAL HOME LICENSE NUMBER FE-0611		22c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 1726 15th Street, Gulfport, MS 39501		
23a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) Allison Hoda, RN				23b. PRONOUNCED DEAD (Month, Day, Year) ON July 1, 2010		23c. PRONOUNCED DEAD (Hour) AT 6:12 p.m.
24a. CERTIFIER - NAME (Type or print) Edwin Davidson, M.D.		24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4500 Memorial Drive, Gulfport, MS 39501				
25a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. Signature: [Signature] MD		25b. DATE SIGNED (Month, Day, Year) July 2, 2010		25c. STATE LICENSE NUMBER 8286		25d. NAME OF ATTENDING PHYSICIAN (Other than Certifier) (Type or Print)
25e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. Signature: [Signature]		25f. TITLE		25g. DATE SIGNED (Month, Day, Year)		
26. PART I - Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock, or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS.						
IMMEDIATE CAUSE (final disease or condition resulting in death)		(a) ACUTE MYELOCYTIC LEUKEMIA				Interval between onset and death 9 MONTHS
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST.		(b) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
		(c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
		(d) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):				
27. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I. ISCHEMIC CARDIOMYOPATHY						
28. AUTOPSY (Yes or No) No		29. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) No				
30. IF FEMALE, SPECIFY: ☐ Was not pregnant within the past year ☐ Was pregnant at the time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but had been pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year						
Use if Death NOT due to natural causes	31a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)	31b. DATE OF INJURY (Month, Day, Year)	31c. HOUR OF INJURY	31d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED		
	31e. INJURY AT WORK (Yes or No)	31f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)	31g. LOCATION	Street or route number	City or town	State

Mississippi State Department of Health

Revised 1-4-08

Form 511

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

JUL 15 2010

Judy Moulder

Judy Moulder
STATE REGISTRAR

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VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

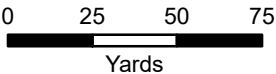
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Legend

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



1 inch = 170 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
	31552	0811H-02-068.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502
N	88778	0811H-02-067.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502
N	88779	0811H-02-069.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502
N	88775	0811H-02-044.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502
N	Adjacent Property Owners						
	25818	0811H-02-066.000	ANDERSON CATHERINE F	1705 CAHILL DR	GULFPORT	MS	39507
	32192	0811H-02-039.000	BAILEY SHERWOOD R JR	P O BOX 6039	GULFPORT	MS	39506
	88773	0811H-02-041.000	BARBER DENNIS N	P O BOX 803	GULFPORT	MS	39502
	32204	0811H-02-037.000	BEVERLY FRANK B	1514 OLIVE AVE	GULFPORT	MS	39501
	25862	0811H-02-030.000	BISHOP WADE C & RUTH L	1020-2ND STREET	GULFPORT	MS	39501
	25849	0811H-02-023.000	BODDIE GEORGE ROBERT	1124 2ND ST	GULFPORT	MS	39501
	25846	0811H-02-026.000	BODDIE NATHAN	1106 2ND STREET	GULFPORT	MS	39501
	32196	0911E-03-016.000	BROWN JACQUELINE	931 OLD TOWNE STREET	GULFPORT	MS	39507
	32202	0811H-02-035.000	COCHRAN KAY WEBBER	1526 OLIVE STREET	GULFPORT	MS	39501
	32199	0811H-02-033.000	COLEMAN RONALD	2727 REVERE STREET APT #3055	HOUSTON	TX	77098
	31549	0811H-02-070.000	CULVEYHOUSE JAMES BERNARD	1101 2ND ST	GULFPORT	MS	39501
	32193	0811H-02-038.000	DOT LLC	507 DAVID WORK DR	ROSEDALE	MS	38769
	25816	0811H-02-046.000	ELLIOTT ADRIENNE	1402 PASS RD	GULFPORT	MS	39501
N	31555	0811H-02-043.000	ELLIOTT ADRIENNE MARIE	1118 E BEACH BLVD	GULFPORT	MS	39501
	143407	0811H-02-043.001	ELLIOTT ADRIENNE MARIE	1118 E BEACH BLVD	GULFPORT	MS	39501
N	88736	0811H-03-001.000	GULFPORT CITY OF	1601 33RD AVE	GULFPORT	MS	39501
	32191	0811H-02-040.000	HOPKINS GEORGE P III & BECKY T	1016 E BEACH BLVD	GULFPORT	MS	39501
	25863	0811H-02-029.000	HYNAN COLLEEN S	1133 EGGLESTON ST	NAPA	CA	94559
	32203	0811H-02-036.000	JACOBSON DANIEL A	1520 OLIVE AVE	GULFPORT	MS	39501
	32198	0811H-02-032.000	LAWRENCE JANET S	P O BOX 8974	GULFPORT	MS	39506
	25847	0811H-02-025.000	MCBRIDE DOUG & JENIFFER	1108 2ND ST	GULFPORT	MS	39501
	88776	0811H-02-045.000	MORRISON KENNETH R & LISA K	1404 BUCKHEAD RD	VESTAVIA HILLS	AL	35216
	25811	0811H-02-064.000	MURPHY TAMARAH KEEL & PATRICK T	1117 2ND ST	GULFPORT	MS	39501
	25845	0811H-02-027.000	PHISCH PROPERTIES LLC	12559 CABLE BRIDGE RD	PASS CHRISTIAN	MS	39571
	31556	0811H-02-042.000	ROBICHAUX LINDA HOOKS	120 LINEAGE LANE	FLOWOOD	MS	39232
	25843	0811H-02-004.000	ROWLAND DONNA	1112 2ND ST	GULFPORT	MS	39501
	25848	0811H-02-024.000	ROWLAND DONNA J & WILLIAM KEITH II	779 PIN OAK RD	RINGGOLD	GA	30736
N	25817	0811H-02-065.000	ROWLAND KEITH & DONNA JEAN	779 PIN OAK RD	RINGGOLD	GA	30736
N	25842	0811H-02-005.000	ROWLAND WILLIAM K II & DONNA	779 PIN OAK ROAD	RINGGOLD	GA	30736
N	144113	0811H-02-041.001	SMITH CHRISTINE	1515 OLIVE AVE	GULFPORT	MS	39501
	146144	0811H-02-041.002	SMITH CHRISTINE	1515 OLIVE AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
25864	0811H-02-028.000	SMITH J ADRIAN & CHERYL PARKER	1030 2ND ST	GULFPORT	MS	39501	
25853	0811H-02-002.000	WARD KRISTIN STOKES & FINLEY NEWTON	1618 JONES AVE	GULFPORT	MS	39501	
88772	0811H-02-034.000	WEBBER KAY B	386 A HWY 7 SOUTH	OXFORD	MS	38655	
25812	0811H-02-063.000	WHITE COTTEN HOLDINGS LLC	29815 HAYDEN DR	ORANGE BEACH	AL	36561	

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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Resubdivision 2205PC087:

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2205PC087

Hearing Date: May 26, 2022

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

Legal: Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant requests to divide a parcel that is approximately 1.3 acres into two new parcels zoned R-1-7.5 (Single-family). As proposed, (Parcel A) will contain 34,560 square feet, and (Parcel B) will contain 21,463 square feet. In an R-1-7.5 zoning district requires a minimum lot size of 7500 square feet and a minimum lot width of 60 feet. The applicant has exceeded the city requirements. The required setbacks for an R-1-7.5 zoning district are as follows: Front setback- 25 feet, side setback- 8 feet and rear setback – 8 feet. The Resubdivision does state the required setbacks for this particular zoning district.

Upon staff review, the applicant has confirmed through a signed notarized affidavit stating the Resubdivision will not be in violation of any restrictive covenants.

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, and are protected by Gulfport Fire and Police. The property will have also have capacity for city water and sewer.

EXECUTIVE SUMMARY

In review of this application and documents submitted by the applicant, the Resubdivision meets the city requirements.

Any approval should consider these conditions:

1. Each lot to have separate water and sewer services.
2. Must meet all rules and regulations.
3. The protected trees on the property need to be preserved and protected.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/17/2022.

Public Works: Each lot to have separate water and sewer services. Memo dated 1/13/2022.

Traffic and Safety: No conditions. Memo dated 5/12/2022.

Building Code Services: No comment as of 5/13/2022.

GIS: No conditions. Memo dated 5/17/2022.

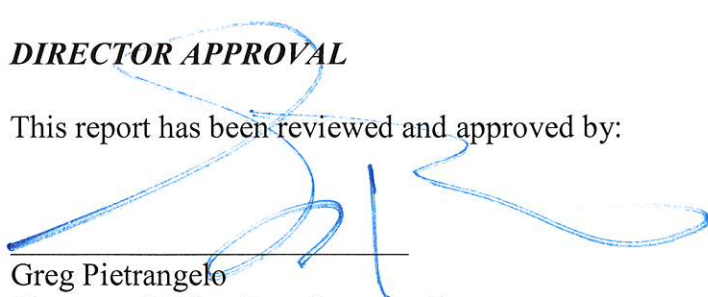
Police Department: No comments as of 5/16/2022.

Fire Department: No conditions. Memo dated 5/13/2022.

City Arborist: Conditions. The protected trees on the property need to be preserved and protected. Memo dated 5/13/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

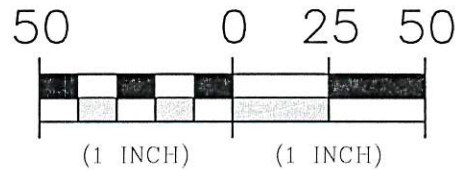
REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 1 OF 4

NOTE:

CITY OF GULFORT ZONING: R-1-7.5

NORTH

GRAPHIC SCALE
(IN FEET)



Bearings are based on the Mississippi
State Plane Grid Coordinate System,
NAD'83, East Zone, (2301), (Epoch
2009.55), (2011), U.S. 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 = 0.999955852
Convergence Angle = -00°01'57.60710"
(at the Northwest corner of Lot 3)

LEGEND

- = 1/2" iron rod found
(unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap: COA S-0007
- ⊖ = magnetic nail set
- A.P.R.=As Per Record
- A.P.S.=As Per Survey
- P.O.B.=Point Of Beginning
- P.O.C.=Point Of Commencement

NOTE: By graphical plotting only, this
parcel is located in ZONE X (Shaded),
Zone AE (EL 18), Zone AE (EL 19),
Zone AE (EL 20), Zone VE (EL 21) &
Zone VE (EL 22) of the flood hazard
boundary and flood insurance rate map.
Map No.: 28047CINDOB
Map revised: December 21, 2017
Panel Number: 28047C0268C
Effective Date: June 16, 2009

Jeffrey C. Collins, P.S.
MS. P.S. No. 2742
Mississippi Class "B" Survey
March 22, 2022

210' A.P.R.
N 89°48'47" E
210.43' A.P.S.

SE CORNER OF
LOT 3, BLOCK 7,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION,
HEWES ADDITION

N 89°48'47" E 250.02' A.P.S.
250.42' A.P.R.

SE CORNER OF LOT 3, BLOCK 4,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION, HEWES ADDITION

2nd STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

BOUSLOG STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

HEWES AVENUE
(60' WIDE PAVED PUBLIC RIGHT-OF-WAY)

HEIDI BRUNET
INST. #2021-2921-D-J1

BLOCK 3

CONC

BRICK PAVING & PLANTERS

GRAZIANO ZAZZARA
INST. 2015-9210-D-J1
TAX PARCEL
0911F-01-022.000

REMAINS OF CONCRETE
DRIVEWAY

GRAVEL DRIVE

CORNER OF CONCRETE
WALL & 1/2" IRF
0.04' EAST OF PL

JOHN C. HANS
DEED BOOK 1548,
PAGE 61
TAX PARCEL
0911F-01-023.000

JULIA S. HEWES
TAX PARCEL
0911F-01-025.000

1/2" IRF
1.12' WEST OF PL

DAVID W. ROOTS
MARY B. ROOTS
INST. 2016-858-D-J1
TAX PARCEL
0911F-01-025.000

OAK PLACE, LLC
INST. 2014-1627-D-J1
TAX PARCEL
0911F-01-026.000

VALENCIA YOLANDA DANIELS
INST. 2017-3912-D-J1
TAX PARCEL
0911F-01-017.000

1/2" IRF
1.48' WEST OF PL
S 73°24'01" W 104.08' A.P.S.
S 73°41' W 104.34' A.P.R.

S 89°48'47" W 100.16' A.P.S.

U.S. HIGHWAY 90
(PAVED PUBLIC RIGHT-OF-WAY VARIES IN WIDTH)

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC

BRUNET DIVISION

TAX PARCEL 0911F-01-027-000

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF REDIVISION

1 OF 4



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 2 OF 4

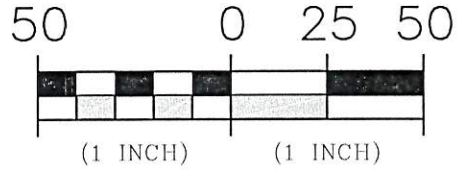
NOTE:

CITY OF GULFPORT ZONING: R-1-7.5

WATER AND SEWER PROVIDED BY
THE CITY OF GULFPORT.

NORTH

GRAPHIC SCALE
(IN FEET)

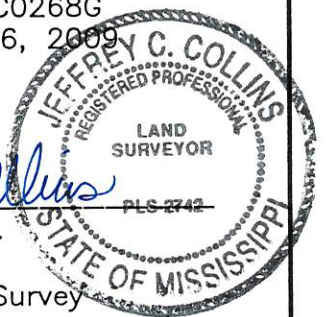


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- ⊙ = magnetic nail set
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- A.P.S.=As Per Survey
- P.O.B.=Point Of Beginning
- P.O.C.=Point Of Commencement
- FYSB=Front Yard Set Back
- SYSB=Side Yard Set Back
- RYSB=Rear Yard Set Back

NOTE: By graphical plotting only, this
parcel is located in ZONE X (Shaded),
Zone AE (EL 18), Zone AE (EL 19),
Zone AE (EL 20), Zone VE (EL 21) &
Zone VE (EL 22) of the flood hazard
boundary and flood insurance rate map.
Map No.: 28047CINDOB
Map revised: December 21, 2017
Panel Number: 28047C0268G
Effective Date: June 16, 2009



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Mississippi Class "B" Survey
March 22, 2022

210' A.P.R.
N 89°48'47" E
210.43' A.P.S.

SE CORNER OF
LOT 3, BLOCK 7,
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SUBDIVISION,
HEWES ADDITION

SE CORNER OF LOT 3, BLOCK 4,
MISSISSIPPI LAND &
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SUBDIVISION, HEWES ADDITION

(60' WIDE PAVED PUBLIC RIGHT-OF-WAY)

HEWES AVENUE

2nd STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

BOUSLOG STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

U.S. HIGHWAY 90

(PAVED PUBLIC RIGHT-OF-WAY VARIES IN WIDTH)

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC

BRUNET DIVISION
TAX PARCEL 0911F-01-027-000

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF REDIVISION

2 OF 4



BROWN, MITCHELL
& ALEXANDER, INC.

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131 Rue Magnolia
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Fax.(228)436-7676

REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 3 OF 4

CERTIFICATE OF REDIVISION:

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 the Final Plat for the Redivision of Lots 3 & 4, Block 3, Hewes Addition to the City of Gulfport in the NW 1/4 of the SE 1/4 of Section 2, Township 8 South, Range 11 West into "Parcel A" and "Parcel B". The subject property is generally described as located South of Second Street, East of Hewes Avenue, West of Alfonso Drive & North of U.S. Highway 90).
The ad valorem tax parcel number of the subject property is: 0911F-01-027.000

The Case File Number is _____.

OVERALL BOUNDARY DESCRIPTION OF PARCEL PRIOR TO THIS REDIVISION,
PER INSTRUMENT NUMBER 2021-2921-D-J1:

Tax Parcel # 0911F-01-027-000
Instrument #2021-2921-D-J1

Lots 3 and 4, Block 2 and Lots 3 and 4, Block 3, HEWES ADDITION to the City of 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 3, at Page 10, (Copy Book 5B at Page 476B).

BOUNDARY DESCRIPTION OF PARCELS "A" & "B" CREATED BY THIS REDIVISION

PARCEL A:

A parcel of land being located in the Southern portion of Lots Three and Four, Block Three, Hewes Addition to the City of Gulfport, per Copy Plat Book 5B, Page 476B, First Judicial District, Harrison County, Mississippi being more particularly described as follows:

Commencing at a 3/4" iron rod found at the Northwest corner of Lot 3, Block 3, Hewes Addition to the City of Gulfport, said Point of Beginning being the Northeast corner of property now or formerly to Oak Place, LLC. per Instrument Number 2014-1627-D-J1 and having grid coordinates N. 318881.54 and E. 912778.85; thence N 73°37'24" E 104.17 feet along the existing Southern right-of-way of Second Street to a 1/2" iron rod found at the Northwest corner of property now or formerly to Valencia Yolanda Daniels per Instrument Number 2017-3912-D-J1; thence S 00°12'07" E 229.00 feet along the West boundary of Valencia Yolanda Daniels and a portion of the West boundary of property now or formerly to H. Lee Bryant & Dolores G. Bryant per Instrument Number 2016-4952-D-J1 to a 1/2" iron rod set at the Point Of Beginning, said Point of Beginning having grid coordinates N. 318681.92 and E. 912879.60 based on the Mississippi State Plane 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 0.999955852300 with a convergence angle of -00°06'52.60710" (at the Point Of Commencement); thence S 00°12'07" E 345.15 feet along the Western boundary of H. Lee Bryant & Dolores G. Bryant to a magnetic nail set in asphalt on the existing North right-of-way of U.S. Highway 90; thence S 89°48'47" W 100.16 feet along said North right-of-way to a 1/2" iron rod set at the Southeast corner of property now or formerly to Graziano Zazzara, per Instrument Number 2015-9210-D-J1; thence N 00°11'26" W 345.20 feet along the Eastern boundary of Graziano Zazzara, and the Eastern boundary of John C. Hans, per Deed Book 1548, Page 61, and a portion of the Eastern boundary of Julia S. Hewes to a 1/2" iron rod set; thence N 89°48'34" E 100.09 feet to the Point Of Beginning.

Said parcel contains 34,560 square feet or 0.793 acres, more or less.

PARCEL B:

A parcel of land lying in the Northern portion of Lots Three and Four, Block Three, Hewes Addition to the City of Gulfport, per Copy Plat Book 5B, Page 476B, First Judicial District, Harrison County, Mississippi, being more particularly described as follows:

Beginning at 3/4" iron rod found at the Northwest corner of Lot 3, Block 3, Hewes Addition to the City of Gulfport, said Point of Beginning being the Northeast corner of property now or formerly to Oak Place, LLC. per Instrument Number 2014-1627-D-J1 and having grid coordinates N. 318881.54 and E. 912778.85 based on the Mississippi State Plane 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 0.999955852300 with a convergence angle of -00°06'52.60710" (at the Point Of Beginning); thence N 73°37'24" E 104.17 feet along the existing Southern right-of-way of Second Street to a 1/2" iron rod found at the Northwest corner of property now or formerly to Valencia Yolanda Daniels per Instrument Number 2017-3912-D-J1; thence S 00°12'07" E 229.00 feet along the West boundary of Valencia Yolanda Daniels and a portion of the West boundary of property now or formerly to H. Lee Bryant & Dolores G. Bryant per Instrument Number 2016-4952-D-J1 to a 1/2" iron rod set; thence S 89°48'34" W 100.09 feet to a 1/2" iron rod set on the Eastern boundary of property now or formerly to Julia S. Hewes; thence N 00°11'26" W 199.96 feet along a portion of the Eastern boundary of Julia S. Hewes, the Eastern boundary of property now or formerly to David W. Roots & Mary B. Roots per Instrument Number 2016-858-D-J1 and the Eastern boundary of Oak Place, LLC. to the Southern margin of Second Street and the Point Of Beginning.

Said parcel contains 21,463 square feet or 0.493 acres, more or less.



Jeffrey C. Collins, P.S.
MS. P.S. No. 2742
Mississippi Class "B" Survey
March 22, 2022

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC



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 redivision of the real property described herein.

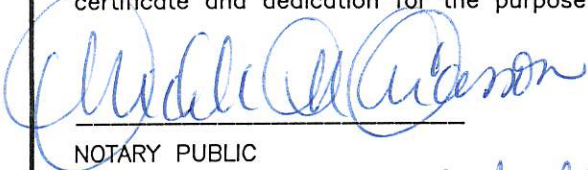
RATIFIED AND APPROVED BY OWNER:

X 

This 28 day of March, 2022.

ACKNOWLEDGMENT

Before me, the undersigned, authorized in and for the State of Louisiana, County of Terrebonne, personally appeared the forenamed Heidi Brunet and , who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.


NOTARY PUBLIC

My Commission Expires: at death

SEAL



MICHELLE M. CHIASSON
NOTARY PUBLIC
ID # 52433
MY COMMISSION IS FOR LIFE

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

KEITH WILLIAMS
The City of Gulfport's Planning Commission Chairman

GREG HOLMES
The City of Gulfport's Planning Division Administrator

CERTIFICATE OF APPROVAL BY THE COUNCIL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2022.

ATTEST:

BRITTANY RODGERS
The City of Gulfport's Clerk Of Council

F.B. 'RUSTY' WALKER, IV
The City of Gulfport's Council President

CERTIFICATE OF APPROVAL BY THE MAYOR

This redivision plat and Certificate of Redivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022.

BILLY HEWES
The City of Gulfport's Mayor



Legend

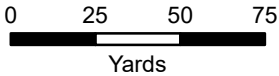
- Site
- US or State Highway
- Street
- Alley
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information

0911F-01-027.000
Zoning: R-1-7.5 (Single Family)
Size: 1.3 acres
Flood: AE



1 inch = 170 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: 2205PL087

Date Received: 3/31/22

Receipt Number: _____

Received By: D2

Zoning: R-1-7.5

Ward: 2 Flood: AE

Size: 1.3 ACRES

(If necessary, use separate sheet of paper)

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 0911A-01-027.000

Address of Property Involved: 522 EAST BEACH

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

General Location: Appx 80 feet east of Hewes Ave on 90

GENERAL DESCRIPTION OF REQUEST:

To split lot into two parcels - one that will front at 522 East Beach (Hwy 90) and one that will front Second Street

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

Heidi Brunet

Printed Name of Owner

10 PEPPERVINE TRAIL

Mailing Address

BN NC 28461

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Owner

AGENT

Kevin Taylor

Printed Name of Agent

P.O. Box 8472

Mailing Address

Gulfport MS 39506

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, HEIDI BRUNET, being owner or agent of the property 522 E. BEACH,
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.

Hrbt
Signature

2/24/22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 24 day of FEBRUARY, 2022

[Signature]
Notary Public



11/22/2025
Commission Expiration



Designation of Agent

I, Heidi Brunet, being owner of the property 522 E BEACH
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize KEVIN TAYLOR 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.

Heidi Brunet
Signature

2/24/22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 24 day of FEBRUARY, 2022

[Signature]
Notary Public

11/22/2025
Commission Expiration





John 1st Judicial District
Instrument 2021 2921 D -J1
Filed/Recorded 3/ 2/2021 02:41 P
Total Fees \$ 26.00
3 Pages Recorded

Indexing: Lots 3 & 4, Blk 2, Lots 3 & 4, Blk 3,
Hewes Addition

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File# 3445

WARRANTY DEED

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

GIBRAN B. WERBY, A WIDOWER
218 PINEWOOD COURT
GULFPORT, MS 39507
(228) 297-2853

does hereby **SELL, CONVEY and WARRANT** unto

HEIDI BRUNET
10 PEPPERVINE TRAIL
BALD HEAD, NC 28461
(206) 384-6168

the following described land, together with all improvements thereon, located in the First
Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

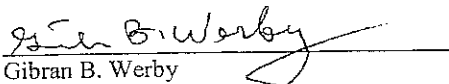
Lots 3 and 4, Block 2 and Lots 3 and 4, Block 3, HEWES ADDITION to the City of
Gulfport, a subdivision according to the official map or plat thereof on file and of record
in the office of the Chancery Clerk of the First Judicial District of Harrison County,
Mississippi in Plat Book 3 at Page 10, (Copy Book 5B at Page 476B).

THIS CONVEYANCE is subject to any and all easements, restrictive or protective
covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2021 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

THE ABOVE described property is no part of the homestead of the Grantors nor any part thereof.

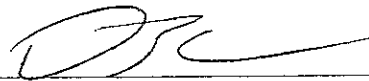
EXECUTED, this the 1 day of March, 2021.


Gibran B. Werby

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of March, 2021, within my jurisdiction, the within named Gibran B. Werby, who acknowledged that he executed and delivered the above and foregoing instrument.


NOTARY PUBLIC

My Commission expires:



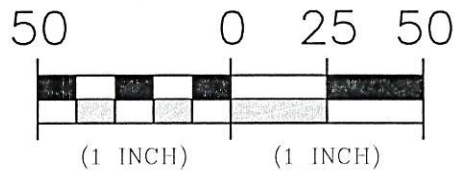
REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 1 OF 4

NOTE:

CITY OF GULFORT ZONING: R-1-7.5



GRAPHIC SCALE
(IN FEET)

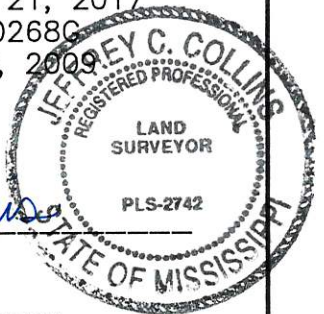


Bearings are based on the Mississippi
State Plane Grid Coordinate System,
NAD'83, East Zone, (2301), (Epoch
2009.55), (2011), U.S. Survey Feet,
derived by a TOPCON HIPER VR series
G.P.S. receiver utilizing a Real Time
Network administered by
Earl Dudley, Inc.
Scale Factor = 0.999955852
Convergence Angle = -00°01'57.60710"
(at the Northwest corner of Lot 3)

LEGEND

- = 1/2" iron rod found
(unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap: COA S-0007
- ⊖ = magnetic nail set
- A.P.R.=As Per Record
- A.P.S.=As Per Survey
- P.O.B.=Point Of Beginning
- P.O.C.=Point Of Commencement

NOTE: By graphical plotting only, this
parcel is located in ZONE X (Shaded),
Zone AE (EL 18), Zone AE (EL 19),
Zone AE (EL 20), Zone VE (EL 21) &
Zone VE (EL 22) of the flood hazard
boundary and flood insurance rate map.
Map No.: 28047CINDOB
Map revised: December 21, 2017
Panel Number: 28047C0268C
Effective Date: June 16, 2009



Jeffrey C. Collins, P.S.
MS. P.S. No. 2742
Mississippi Class "B" Survey
March 22, 2022

210' A.P.R.
N 89°48'47" E
210.43' A.P.S.

SE CORNER OF
LOT 3, BLOCK 7,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION,
HEWES ADDITION

N 89°48'47" E 250.02' A.P.S.
250.42' A.P.R.

SE CORNER OF LOT 3, BLOCK 4,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION, HEWES ADDITION

2nd STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

BOUSLOG STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

HEWES AVENUE
(60' WIDE PAVED PUBLIC RIGHT-OF-WAY)

BLOCK 3

CONC

BRICK PAVING & PLANTERS

U.S. HIGHWAY 90

(PAVED PUBLIC RIGHT-OF-WAY VARIES IN WIDTH)

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC

BRUNET DIVISION

TAX PARCEL 0911F-01-027-000

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF REDIVISION

1 OF 4



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
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REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 2 OF 4

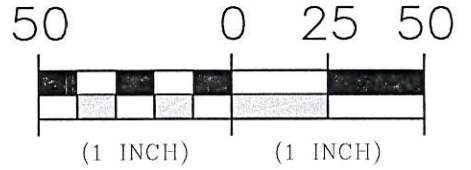
NOTE:

CITY OF GULFPORT ZONING: R-1-7.5

WATER AND SEWER PROVIDED BY
THE CITY OF GULFPORT.

NORTH

GRAPHIC SCALE
(IN FEET)



Bearings are based on the Mississippi
State Plane Grid Coordinate System,
NAD'83, East Zone, (2301), (Epoch
2009.55), (2011), U.S. 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 = 0.999955852
Convergence Angle = -00°01'57.60710"
(at the Northwest corner of Lot 3)

LEGEND

- = 1/2" iron rod found
(unless otherwise noted)
- ⊙ = 1/2" iron rod set with cap: COA S-0007
- ⊖ = magnetic nail set
- A.P.R.=As Per Record
- A.P.S.=As Per Survey
- P.O.B.=Point Of Beginning
- P.O.C.=Point Of Commencement
- FYSB=Front Yard Set Back
- SYSB=Side Yard Set Back
- RYSB=Rear Yard Set Back

NOTE: By graphical plotting only, this
parcel is located in ZONE X (Shaded),
Zone AE (EL 18), Zone AE (EL 19),
Zone AE (EL 20), Zone VE (EL 21) &
Zone VE (EL 22) of the flood hazard
boundary and flood insurance rate map.
Map No.: 28047CINDOB
Map revised: December 21, 2017
Panel Number: 28047C0268G
Effective Date: June 16, 2009



Jeffrey C. Collins, P.S.
MS P.S. No. 2742
Mississippi Class "B" Survey
March 22, 2022

210' A.P.R.
N 89°48'47" E
210.43' A.P.S.

SE CORNER OF
LOT 3, BLOCK 7,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION,
HEWES ADDITION

SE CORNER OF LOT 3, BLOCK 4,
MISSISSIPPI LAND &
ABSTRACT COMPANY'S
SUBDIVISION, HEWES ADDITION

(60' WIDE PAVED PUBLIC RIGHT-OF-WAY)

HEWES AVENUE

2nd STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

BOUSLOG STREET
(60' PAVED PUBLIC RIGHT-OF-WAY)

U.S. HIGHWAY 90

(PAVED PUBLIC RIGHT-OF-WAY VARIES IN WIDTH)

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC

BRUNET DIVISION
TAX PARCEL 0911F-01-027-000

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF REDIVISION

2 OF 4



BROWN, MITCHELL
& ALEXANDER, INC.

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Fax.(228)436-7676

REDIVISION OF Lots 3 & 4, Block 3,
Hewes Addition to the City of Gulfport
INTO PARCELS A & B
SHEET 3 OF 4

CERTIFICATE OF REDIVISION:

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 the Final Plat for the Redivision of Lots 3 & 4, Block 3, Hewes Addition to the City of Gulfport in the NW 1/4 of the SE 1/4 of Section 2, Township 8 South, Range 11 West into "Parcel A" and "Parcel B". The subject property is generally described as located South of Second Street, East of Hewes Avenue, West of Alfonso Drive & North of U.S. Highway 90).
The ad valorem tax parcel number of the subject property is: 0911F-01-027.000

The Case File Number is _____.

OVERALL BOUNDARY DESCRIPTION OF PARCEL PRIOR TO THIS REDIVISION,
PER INSTRUMENT NUMBER 2021-2921-D-J1:

Tax Parcel # 0911F-01-027-000
Instrument #2021-2921-D-J1

Lots 3 and 4, Block 2 and Lots 3 and 4, Block 3, HEWES ADDITION to the City of 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 3, at Page 10, (Copy Book 5B at Page 476B).

BOUNDARY DESCRIPTION OF PARCELS "A" & "B" CREATED BY THIS REDIVISION

PARCEL A:

A parcel of land being located in the Southern portion of Lots Three and Four, Block Three, Hewes Addition to the City of Gulfport, per Copy Plat Book 5B, Page 476B, First Judicial District, Harrison County, Mississippi being more particularly described as follows:

Commencing at a 3/4" iron rod found at the Northwest corner of Lot 3, Block 3, Hewes Addition to the City of Gulfport, said Point of Beginning being the Northeast corner of property now or formerly to Oak Place, LLC. per Instrument Number 2014-1627-D-J1 and having grid coordinates N. 318881.54 and E. 912778.85; thence N 73°37'24" E 104.17 feet along the existing Southern right-of-way of Second Street to a 1/2" iron rod found at the Northwest corner of property now or formerly to Valencia Yolanda Daniels per Instrument Number 2017-3912-D-J1; thence S 00°12'07" E 229.00 feet along the West boundary of Valencia Yolanda Daniels and a portion of the West boundary of property now or formerly to H. Lee Bryant & Dolores G. Bryant per Instrument Number 2016-4952-D-J1 to a 1/2" iron rod set at the Point Of Beginning, said Point of Beginning having grid coordinates N. 318681.92 and E. 912879.60 based on the Mississippi State Plane 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 0.999955852300 with a convergence angle of -00°06'52.60710" (at the Point Of Commencement); thence S 00°12'07" E 345.15 feet along the Western boundary of H. Lee Bryant & Dolores G. Bryant to a magnetic nail set in asphalt on the existing North right-of-way of U.S. Highway 90; thence S 89°48'47" W 100.16 feet along said North right-of-way to a 1/2" iron rod set at the Southeast corner of property now or formerly to Graziano Zazzara, per Instrument Number 2015-9210-D-J1; thence N 00°11'26" W 345.20 feet along the Eastern boundary of Graziano Zazzara, and the Eastern boundary of John C. Hans, per Deed Book 1548, Page 61, and a portion of the Eastern boundary of Julia S. Hewes to a 1/2" iron rod set; thence N 89°48'34" E 100.09 feet to the Point Of Beginning.

Said parcel contains 34,560 square feet or 0.793 acres, more or less.

PARCEL B:

A parcel of land lying in the Northern portion of Lots Three and Four, Block Three, Hewes Addition to the City of Gulfport, per Copy Plat Book 5B, Page 476B, First Judicial District, Harrison County, Mississippi, being more particularly described as follows:

Beginning at 3/4" iron rod found at the Northwest corner of Lot 3, Block 3, Hewes Addition to the City of Gulfport, said Point of Beginning being the Northeast corner of property now or formerly to Oak Place, LLC. per Instrument Number 2014-1627-D-J1 and having grid coordinates N. 318881.54 and E. 912778.85 based on the Mississippi State Plane 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 0.999955852300 with a convergence angle of -00°06'52.60710" (at the Point Of Beginning); thence N 73°37'24" E 104.17 feet along the existing Southern right-of-way of Second Street to a 1/2" iron rod found at the Northwest corner of property now or formerly to Valencia Yolanda Daniels per Instrument Number 2017-3912-D-J1; thence S 00°12'07" E 229.00 feet along the West boundary of Valencia Yolanda Daniels and a portion of the West boundary of property now or formerly to H. Lee Bryant & Dolores G. Bryant per Instrument Number 2016-4952-D-J1 to a 1/2" iron rod set; thence S 89°48'34" W 100.09 feet to a 1/2" iron rod set on the Eastern boundary of property now or formerly to Julia S. Hewes; thence N 00°11'26" W 199.96 feet along a portion of the Eastern boundary of Julia S. Hewes, the Eastern boundary of property now or formerly to David W. Roots & Mary B. Roots per Instrument Number 2016-858-D-J1 and the Eastern boundary of Oak Place, LLC. to the Southern margin of Second Street and the Point Of Beginning.

Said parcel contains 21,463 square feet or 0.493 acres, more or less.



Jeffrey C. Collins, P.S.
MS. P.S. No. 2742
Mississippi Class "B" Survey
March 22, 2022

S:\3514\3514 Brunet Property Division.dwg/plotted 03.24.2022/JCC

BRUNET DIVISION

TAX PARCEL 0911F-01-027-000

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF REDIVISION

3 OF 4

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

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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 redivision of the real property described herein.

RATIFIED AND APPROVED BY OWNER:

X HB

This 28 day of March, 2022.

ACKNOWLEDGMENT

Before me, the undersigned, authorized in and for the State of Louisiana, County of Terrebonne, personally appeared the forenamed Heidi Brunet and , who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Michelle M. Chiasson
NOTARY PUBLIC

My Commission Expires: at death

SEAL



MICHELLE M. CHIASSON
NOTARY PUBLIC
ID # 52433
MY COMMISSION IS FOR LIFE

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

KEITH WILLIAMS
The City of Gulfport's Planning Commission Chairman

GREG HOLMES
The City of Gulfport's Planning Division Administrator

CERTIFICATE OF APPROVAL BY THE COUNCIL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2022.

ATTEST:

BRITTANY RODGERS
The City of Gulfport's Clerk Of Council

F.B. 'RUSTY' WALKER, IV
The City of Gulfport's Council President

CERTIFICATE OF APPROVAL BY THE MAYOR

This redivision plat and Certificate of Redivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022.

BILLY HEWES
The City of Gulfport's Mayor

PERMITS/INSP PAYMENT RCPT#: 11213751
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 03/31/22 TIME: 11:12
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY: PLUM HOMES
PAYMENT METH: CHECK
8769

REFERENCE:

TENDERED: 185.00
APPLIED: 185.00
CHANGE: .00

STATE OF MISSISSIPPI

COPY

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

9413448

MAR 22 2010
Amended by authority of Sec
41-57-13, Miss. Code of 1972

SEP 27 2010

CERTIFICATE OF DEATH
STATE OF MISSISSIPPISTATE FILE 123
NUMBER

2010-001414

FILING
DATE JAN 29 2010

1. NAME First Middle Last LYDIA MARY WERBY		1. SEX F	3a. HOUR OF DEATH 9:00 P. M.	3b. DATE OF DEATH (Month, Day, Year) JANUARY 15, 2010
4. RACE (Specify White, Black, American Indian, etc.) White	5a. AGE AT LAST BIRTHDAY 67	5b. YES ONLY IF UNDER 1 YEAR 5c. DAYS ONLY IF UNDER 1 DAY 5d. HOURS 5e. MINUTES 6. DATE OF BIRTH (Month, Day, Year) May 27, 1942	7. STATE OF BIRTH Mississippi	
8. PLACE OF DEATH (Check only one box) ☒ DEATH OCCURRED IN A HOSPITAL ☐ Home ☐ Outpatient ☐ OOA		9. FACILITY NAME (If not a facility, give street address, room number, or other location) 218 PINWOOD CIRCLE		
10. DECEASED'S EDUCATION (Specify only highest grade completed) High School Graduate		11. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED Married	12. SURVIVING SPOUSE (If wife, give maiden name) Gibran Werby, Sr.	13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) No
14. WAS DECEASED OF HISPANIC ORIGIN? (If yes, specify Cuban, Mexican, Puerto Rican, etc.) No		15. SOCIAL SECURITY NUMBER [REDACTED]	16a. USUAL OCCUPATION (Kind of work done most of working life) Staff Assistant	16b. KIND OF BUSINESS OR INDUSTRY Federal Government
17a. RESIDENCE - STATE Mississippi	17b. COUNTY Harrison	17c. CITY OR TOWN Gulfport	17d. INSIDE CITY LIMITS? (Specify Yes or No) Yes	17e. STREET AND NUMBER OR RURAL LOCATION 218 Pinewood Circle
18. FATHER - NAME First Middle Last Mitchell Salloom		19. MOTHER - NAME First Middle Maiden Lydia Antoon		
20a. INFORMANT - NAME (Type or print) Gibran Werby, Sr.		20b. RELATIONSHIP TO DECEASED Husband	20c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 218 Pinewood Circle Gulfport, MS 39507	
21a. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, etc.) Burial		21b. CEMETERY/CREMATORY - NAME Evergreen Cemetery	21c. LOCATION (City and State) Gulfport, MS	21d. FUNERAL HOME - NAME Riemann Funeral Home 24R
22a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) BRENDA DUBUISSON, R.N.		22b. PRONOUNCED DEAD (Month, Day, Year) ON JANUARY 15, 2010	22c. PRONOUNCED DEAD (Hour) AT 9:00 P. M.	
23a. CERTIFIER - NAME (Type or print) GARY T. HARGROVE		23b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 4036, GULFPORT, MS 39502		
24a. SIGNATURE [Signature]		24b. DATE SIGNED (Month, Day, Year) JANUARY 16, 2010	24c. TITLE HARRISON COUNTY CORONER	
25. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. 25a. NAME OF ATTENDING PHYSICIAN (Other than certifier) [REDACTED]				
26. PART I: CAUSE OF DEATH - Enter the chain of causes, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock, or heart failure without showing the diagnosis. List only one cause on each line. DO NOT USE ABBREVIATIONS. IMMEDIATE CAUSE (Final disease or condition resulting in death) CARCINOMA OF THE PANCREAS WITH METASTASIS DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): DUE TO OR AS A CONSEQUENCE OF (Enter one cause only):				
27. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I. 28. AUTOPSY (Yes or No) NO 29. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) YES				
30. IF FEMALE, SPECIFY: ☒ Was not pregnant within the past year ☐ Was pregnant at the time of death ☐ Was pregnant, but had been pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year				
31. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) 31a. DATE OF INJURY (Month, Day, Year) 31b. HOUR OF INJURY 31c. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED 31d. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) 31e. LOCATION (Street or route number, City or town, State)				

Mississippi State Department of Health

Revised 1-4-08

Form 571

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

MAR 22 2010

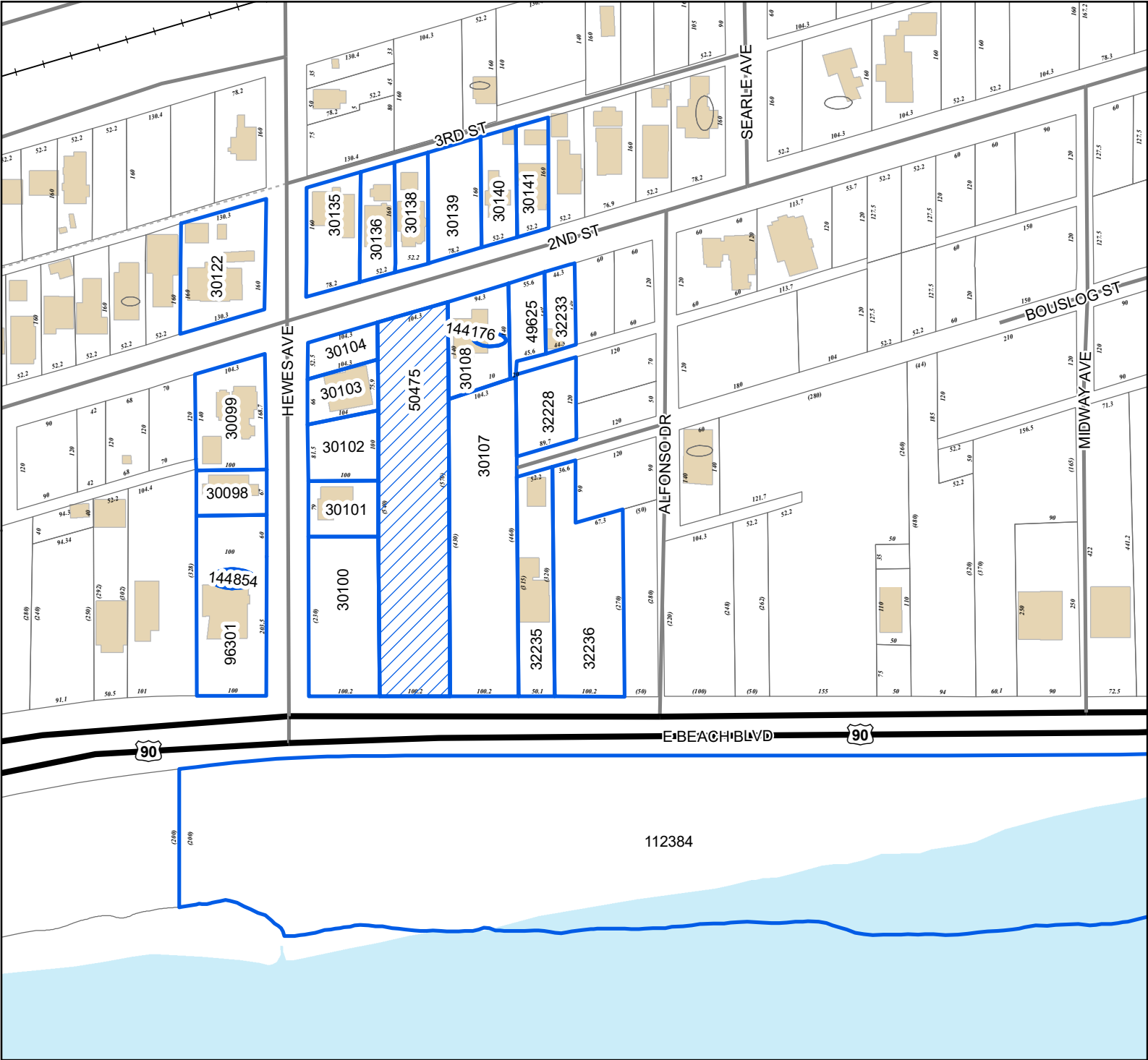
Judy Maulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

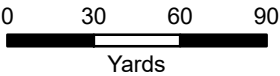
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50475	0911F-01-027.000	BRUNET HEIDI	10 PEPPERVINE TRAIL	BALD HEAD	NC	28416
N			Adjacent Property Owners				
	30098	0911F-01-020.000	BISHOP KENNETH O & BETTY	1515 HEWES AVE	GULFPORT	MS	39507
N	32235	0911F-01-029.000	BRYANT H LEE & DOLORES G	508 E BEACH BLVD	GULFPORT	MS	39507
	30107	0911F-01-028.000	BRYANT H LEE & DOLORES G	508 E BEACH BLVD	GULFPORT	MS	39507
	30138	0911C-02-024.000	COTTRELL BARRY W & CATHERINE M	534 2ND ST	GULFPORT	MS	39501
	32236	0911F-01-034.000	DANIEL JOHN & DANESE	P O BOX 6976	GULFPORT	MS	39506
N	30108	0911F-01-017.000	DANIELS VALENCIA YOLANDA -TRUST	521 2ND ST	GULFPORT	MS	39501
	144176	0911F-01-017.001	DANIELS VALENCIA YOLANDA -TRUST	521 2ND ST	GULFPORT	MS	39507
	30136	0911C-02-023.000	DIX MERRI JO	540 52ND STREET	GULFPORT	MS	39503
	112384	0911F-02-001.000	GULFPORT CITY OF				0
	32228	0911F-01-030.000	GULOTTA LLC	19 KIMBALL DR	GULFPORT	MS	39507
	49625	0911F-01-016.000	HALL MARIE S REVOCABLE LIVING TR	403 EVESHAM PLACE	LONGWOOD	FL	32779
	30101	0911F-01-023.000	HANS JOHN C	1520 HEWES AVE	GULFPORT	MS	39507
	30140	0911C-02-026.000	HATHCOCK TERESA L	526 2ND ST	GULFPORT	MS	39507
	30102	0911F-01-024.000	HEWES JULIA S C/O LEM HEWES, KIN	1180 PEACHTREE STREET 28TH	ATLANTA	GA	30309
N	96301	0911F-01-021.000	HEWES WILLIAM G III & PAULA M	P O BOX 2867	GULFPORT	MS	39505
	144854	0911F-01-021.002	HEWES WILLIAM G III & PAULA M	PO BOX 2867	GULFPORT	MS	39505
	30141	0911C-02-027.000	IWANCZYK FRANC & WILMA	522 2ND ST	GULFPORT	MS	39507
	30099	0911F-01-019.000	MEDLIN RICKEY DALE	601 2ND ST	GULFPORT	MS	39501
	30122	0911F-01-018.000	MOORE S GEORGE & JUDITH K	606 2ND ST	GULFPORT	MS	39501
	30104	0911F-01-026.000	OAK PLACE LLC	1124 2ND STREET	GULFPORT	MS	39501
	30135	0911C-02-022.000	PILGRIM DORIS & MICHAEL	2103 20TH AVE	GULFPORT	MS	39507
	30103	0911F-01-025.000	ROOTS DAVID W & MARY B	1530 HEWES AVE	GULFPORT	MS	39507
	32233	0911F-01-015.000	WILDER PAUL J & ELIZABETH E	513 SECOND STREET	GULFPORT	MS	39507
	30100	0911F-01-022.000	ZAZZARA GRAZIANO	3179 ERIE BLVD EAST	SYRACUSE	NY	13214
	30139	0911C-02-025.000	ZIRBEL MARK & SHARON	23780 ST JOHN RD	ATHENS	AL	35613



Legend

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



1 inch = 200 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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2205PC090:

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2205PC090

Hearing Date: May 26, 2022

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

Legal: Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval for the placement 76' x 14' mobile home on a property that is zoned R-1-5 (Single-family). Upon staff review of 2001 aerial imagery, the proposed parcel had a previous dwelling structure. The immediate surrounding parcels are single-family and mobile homes. In addition, upon review of the site plan submitted by the applicant, all required setbacks and onsite parking have been met.

EXECUTIVE SUMMARY

Although the surrounding neighboring properties are primarily vacant, there is a mixed use of single-family homes and mobile homes.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/17/2022.

Public Works: No comments as of 5/17/2022.

Traffic and Safety: No conditions. Memo dated 5/12/2022.

Building Code Services: No comments as of 5/17/2022.

GIS: No conditions. Memo dated 5/17/2022.

Police Department: No conditions. Memo dated 5/16/2022.

Fire Department: No conditions. Memo dated 5/13/2022.

City Arborist: No conditions. Memo dated 5/13/2022.

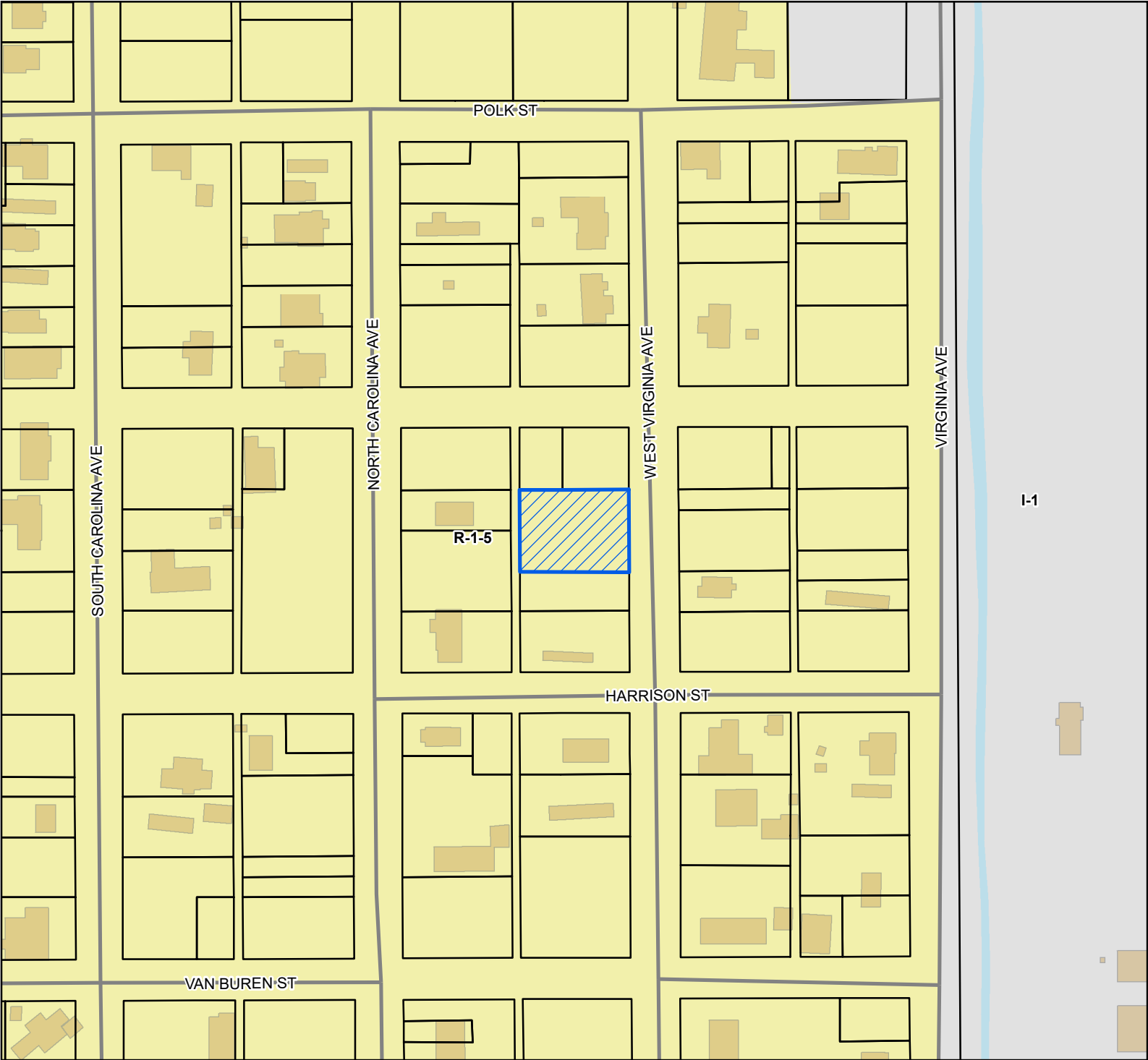
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



 Site

 Street

 Parcels

 Buildings

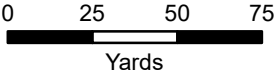
 Water Features

Zoning

 I-1 - Light Industry District

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

Site Information
0810B-03-046.000
Zoning: R-1-5 (Single Family)
Size: 13,502 sq ft
Flood: X



1 inch = 170 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: 2205PC090Date Received: 4/5/22

Receipt Number: _____

Received By: D2Zoning: R-1-SWard: 3 Flood: XSize: 13,502 Sq. Ft.

(If necessary, use separate sheet of paper)

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL # 0810B-03-046.000

Address of Property Involved: 8329 W. VIRGINIA AVE GULFPORT

Lot(s) 8-11, Block(s) 161 North, Subdivision _____

General Location: Request Planning Commission Approval for mobile home 14x76.

GENERAL DESCRIPTION OF REQUEST:

Mobile home placed on Private property asap. I applied for a building permit after spending thousands on house plans in which is still with Engineers requested by city

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

Valinda Pullen

Printed Name of Owner

135 Main St

Mailing Address

Biloxi MS 39530

City

State

Zip code

Home Phone

Work/Cell Phone

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.



Area Map

Printed 4/5/2022

0810B-03-043.000

0810B-03-044.000

0810B-03-045.000

0810B-03-042.000

0810B-03-046.000

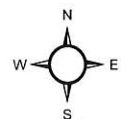
0810B-03-041.000

0810B-03-046.001

WEST VIRGINIA AVE

8329 WEST VIRGINIA AVE

8327 WEST VIRGINIA AVE



1 inch = 25 feet

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J. K. [Signature] 1st Judicial District
Instrument 2013 9408 D - J1
Filed/Recorded 12/23/2013 01:52 P
Total Fees \$ 15.00
2 Pages Recorded

Indexing: Lots 8-11, Block 161,
North Gulfport

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Estes and Estes, P.A.
P.O. Box 88
Gulfport, MS 39502
(228)863-5582

WARRANTY DEED

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

ROBERT M. DALEY and JEREMIA R. DALEY, husband and wife
P.O. Box 4273
Gulfport, Mississippi 39502
(228)234-1186

do hereby **SELL, CONVEY and WARRANT** unto

VALINDA PULLEN
8433 South Carolina Avenue
Gulfport, Mississippi 39501
(228)669-8482

the following described land together with all improvements thereon located in the First Judicial
District of Harrison County, Mississippi, more particularly described as follows, to-wit:

**Lots 8, 9, 10, and 11, Block 161, North Gulfport in the City of Gulfport,
Harrison County, State of Mississippi, as per map or plat thereof on file and
of record in the office of the Chancery Clerk of the First Judicial District of
Harrison County, Mississippi.**

THE ABOVE described property is conveyed in its "as is" condition.

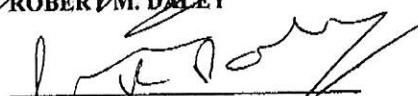
THIS CONVEYANCE is subject to any and all easements, restrictive or protective
covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2013 are hereby prorated and the same are hereby assumed by the

Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS our signatures on this the 18 day of December, 2013.


ROBERT M. DALEY


JEREMIA R. DALEY

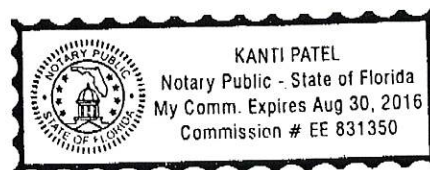
STATE OF FLORIDA
COUNTY OF DUVAL

Personally appeared before me, the undersigned authority in and for the said county and state on this 18 day of DEC, 2013, within my jurisdiction, the within named ROBERT M. DALEY and JEREMIA R. DALEY who acknowledged that they executed the above and foregoing instrument.


NOTARY PUBLIC

(SEAL)

My Commission Expires: 8-30-16



CERTIFIED TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, MS
2nd Judicial District
By J. Dams D.C.

April 5, 2022

Valinda Pallen
135 Main Street
Biloxi MS 39530
228-243-7931

I am seeking permanent housing for myself and my family asap. Two months ago I started this process to get a permit to build at 8329 W. Virginia Ave and was told my house plans needed to get reviewed by an engineer. The engineer has had the plans for 2 months and still no building permit. I recently purchased a mobile home for the property. Now I am told the process to get my mobile home on my property is another month away. I am dismayed at the length and headaches of this process. The transportation and access will be from the City of Gulfport. Water Supply the City of Gulfport. Waste disposal will be the company contracted for the City of Gulfport at 8329 W. Virginia Ave. Fire and Police protection 1608 23rd Ave Police 2201 17th St (provided by 3019 St) No other public facilities. On my household there are 2 vehicles. The 2 vehicles will not cause undue traffic congestion or create a traffic hazard. There are other mobile homes in the area and on the streets. The mobile home is the cheapest and best option for affordable housing at this time. In add conclusion, again the home is purchased, loan closing in April 8. Please approve the placement of my mobile home unit asap as my family and I are seeking immediate shelter.

Very Respectfully
Valinda Pallen

PERMITS/INSP PAYMENT RCPT#: 11218489
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/05/22 TIME: 10:30
CLERK: tboyd DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

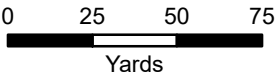
PAID BY:
PAYMENT METH: CHECK
REFERENCE: 210

AMT TENDERED: 75.00
AMT PAID: 75.00
CHA : .00



Legend

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



1 inch = 170 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50408	0810B-03-046.000	PULLEN VALINDA	198 KELLER AVE	BILOXI	MS	39530
N			Adjacent Property Owners				
N	50416	0810B-03-057.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	125909	0810B-03-046.001	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	50162	0810B-03-011.000	BANKS JESSIE R	18193 CAMPBELL CIRCLE APT A	GULFPORT	MS	39501
	96824	0810B-03-057.001	BENDER OPAL J B MAXWELL	8325 VIRGINIA AVE	GULFPORT	MS	39501
	50420	0810B-03-053.000	BENSON HELEN ETAL	2507 POLK ST	GULFPORT	MS	39501
N	50415	0810B-03-058.000	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
	50419	0810B-03-054.000	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
	50167	0810B-03-012.000	BOOSE ROKELLE	315 31ST ST	GULFPORT	MS	39507
	50409	0810B-03-045.000	BRUMFIELD ARCHIE JR & WILLOE PEARL	1673 VINE ST	BILOXI	MS	39531
	50161	0810B-03-004.000	HERRON JAMES B JR & JANICE E	8360 W VIRGINIA AVE	GULFPORT	MS	39503
	50423	0810B-03-050.000	KING SARAH P	14240 BEECH COURT	GULFPORT	MS	39503
	50411	0810B-03-043.000	LODIONG DELPHENIA	2279 BILL HORN WAY	EL PASO	TX	79936
	50166	0810B-03-013.000	MARTIN AKECIA T & LOFTON WILLIE III	8359 N CAROLINA AVE	GULFPORT	MS	39501
	50407	0810B-03-047.000	MARTIN JANICE HALL ETAL	118 MICHAEL COURT	GULFPORT	MS	39501
	103076	0810B-03-003.001	MCCLAIN TRAVIS & CORINE	8424 WEST ST	OCEAN SPRINGS	MS	39564
	50410	0810B-03-044.000	MGCCC FOUNDATION	P O BOX 99	PERKINSTON	MS	39573
	50401	0810B-03-039.000	MONTGOMERY LEDELL & JULIA	25092 OLD HWY 49	SAUCIER	MS	39574
	50422	0810B-03-051.000	PAYMON IRENE -EST- & JAKLAN	4103 WISCONSIN AVE	GULFPORT	MS	39501
	50412	0810B-03-042.000	PITTMAN GREGORY	3601 MEADOWLARK	GULFPORT	MS	39501
	50163	0810B-03-010.000	SPEARS EARNESTINE -EST-	P O BOX 2502	GULFPORT	MS	39501
	50421	0810B-03-052.000	STAPLETON RAY CHARLES	14442 POLK ST	GULFPORT	MS	39501
N	50424	0810B-03-049.000	STATE OF MISS 2002				0
	50425	0810B-03-048.000	W T A INC	P O BOX 206	BILOXI	MS	39533
N	50413	0810B-03-041.000	WALKER LARRY D ETAL	8320 N CAROLINA AVE	GULFPORT	MS	39501
	50414	0810B-03-040.000	WALKER LARRY D ETAL	8320 N CAROLINA AVE	GULFPORT	MS	39501
	50418	0810B-03-055.000	WASH DIANE W	1319 PINECREST DR	GULFPORT	MS	39507
	50168	0810B-03-020.000	WHITLOCK FANNIE R -EST-	8351 N CAROLINA 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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**LEGAL NOTICE
PUBLIC HEARING**

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Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2205PC091:

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Technical Report
PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2205PC091

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-7.5 / Single-family home

Legal: Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct administrative duties from home for a "Commercial Décor Company." In addition, the applicant states there will be no traffic created by customers, "all meetings will take place on the job site." Further, the applicant states, "the hours of operation will be from 8:00 am to 5:00 pm; sometimes after 5:00 pm; Monday through Friday." The occupant will use their business as any other operable business in the area; they will be traveling to and from their home occupation for business purposes. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 05/17/2022.

Public Works: No comments as of 05/17/2022.

Traffic and Safety: No conditions. Memo dated 05/12/2022.

Building Code Services: No comments as of 05/17/2022.

GIS: No conditions. Memo dated 05/17/2022.

Police Department: No conditions. Memo dated 05/16/2022.

Fire Department: No conditions. Memo dated 05/13/2022.

City Arborist: No conditions. Memo dated 05/13/2022.

10. V

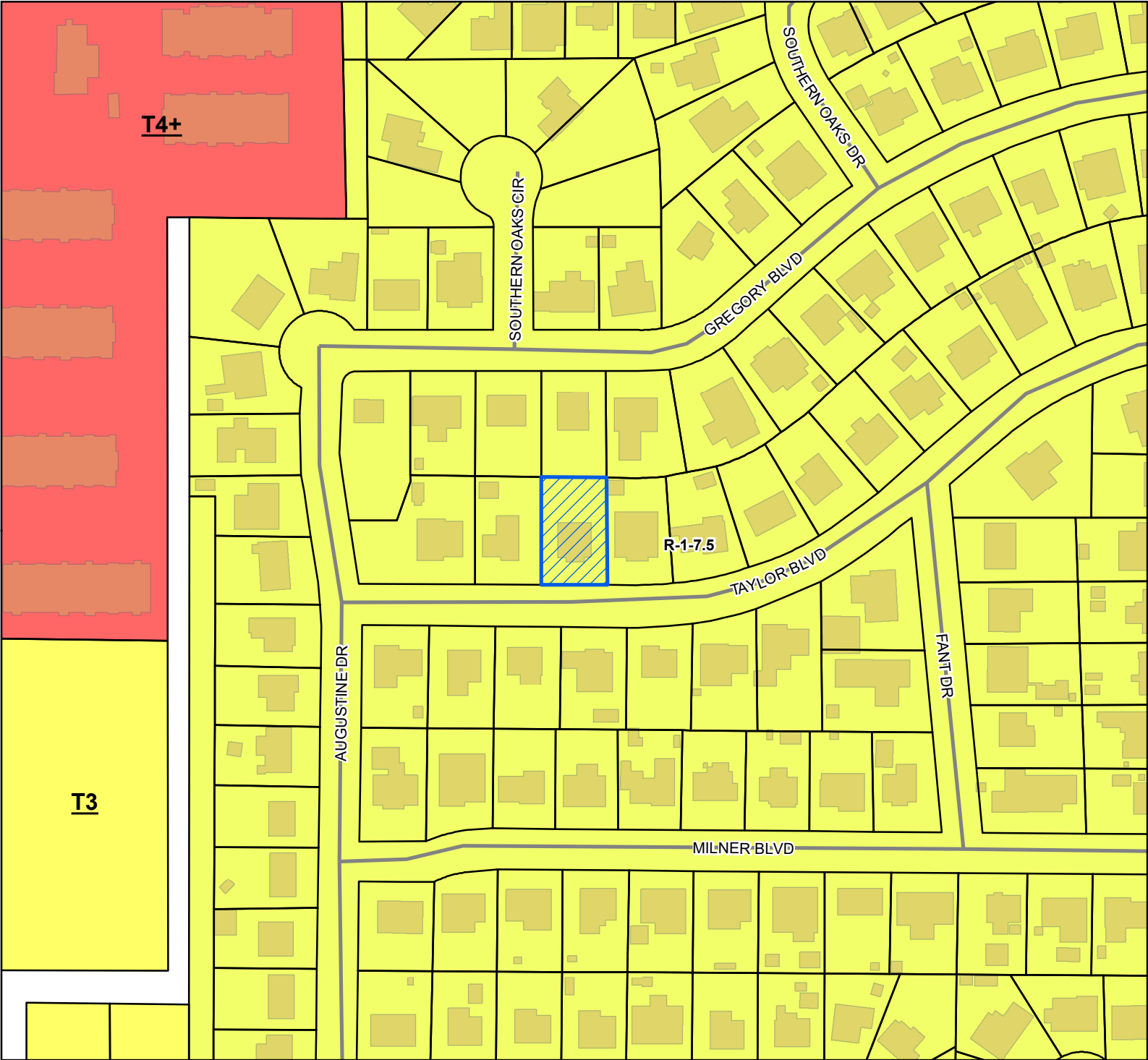
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Legend

- Site
- Street
- Parcels
- Buildings

Smart Code

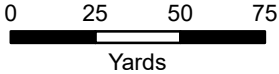
- T4+
- T3

Zoning

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

Site Information

1010K-02-021.000
Zoning: R-1-7.5 (Single Family)
Size: 10,582 sqft
Flood: X



1 inch = 170 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: 2205PC091Date Received: 4/5/2022

Receipt Number: _____

Received By: JMRZoning: R-1-7.5Ward: 2 Flood: XSize: 10,582 sqft

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

1	0	1	0	K

 -

0	2

 -

0	2	1

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 2205 Taylor Blvd Gulfport, MS 39507

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Asking for approval for home occupation for
Commercial Deez bus company.

administered 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

Printed Name of Owner

Elizabeth Craig

Mailing Address

2205 Taylor Blvd

City

Gulfport

State

MS

Zip code

39507

Home Phone

Work/Cell Phone

228-669-4146

Email

preciousstreetyolk@yahoo

Signature of Owner

Elizabeth Craig

AGENT

Billy J Roberson

Printed Name of Agent

2205 Taylor Blvd

Mailing Address

Gulfport MS 39507

City

601-723-9368

State

MS

Zip code

39507

Home Phone

Work/Cell Phone

robersoninstalls@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.



Designation of Agent

I, Elizabeth Craig, being owner of the property Roberson Retail Installations LLC,
which is the subject of this application hereby authorize Billy J. Roberson to act as my
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Elizabeth Craig
Signature

4-4-2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 4th day of April, 20 22

Mary Ellen White
Notary Public

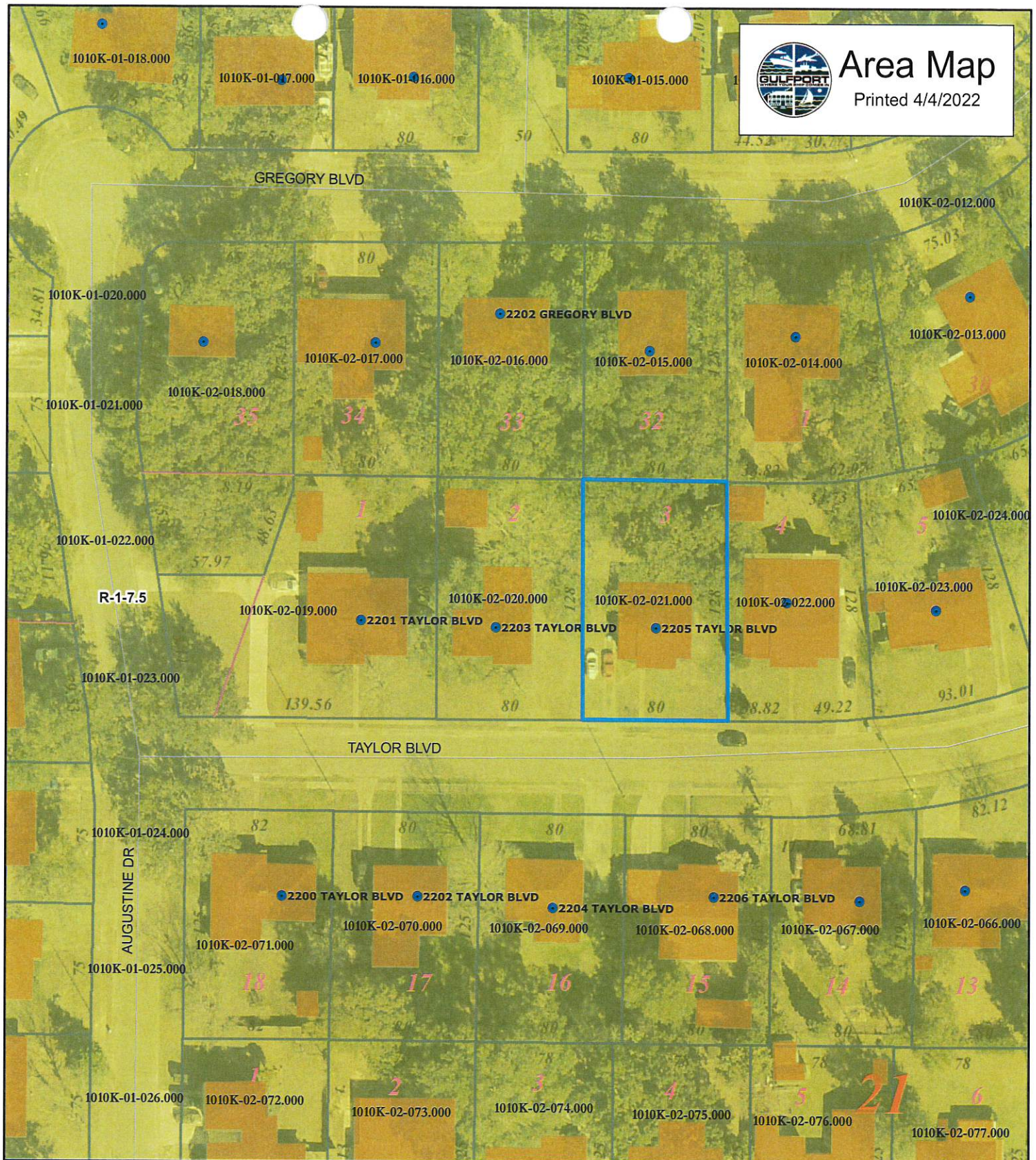
07/01/2022
Commission Expiration





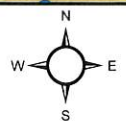
Area Map

Printed 4/4/2022



• Addresspoints

▭ Parcels



1 inch = 70 feet

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To Whom it may concern

Transportation and access (front drive of house right off Taylor Blvd)

Water/Waste disposal already available to home (Nothing else needed)

No extra Fire and Police protection will be needed.

No other public facilities will be needed

This proposal will not cause any undue traffic congestion or back up.

All business will be handled online only. No customer traffic or deliveries of material will be handled at said location. This will not affect the harmony of our neighborhood nor development of the district in which it is used.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Elizabeth Craig
Address: 2205 Taylor Blvd Gulfport, MS 39507
Phone: (Home) _____ (Work/Cell) 228-669-4146

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

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

Nature of business: Installation of Commercial Decor

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: ☒

Give hours: _____

Method of conducting business:

Telephone: ☒

Mail order: _____

Personal computer: ☒

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? NO

If so, specify the number and frequency of deliveries: _____

Describe size of vehicle making deliveries: _____

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

No

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

Is everything made, manufactured, or provided on site? Job site only

Is special equipment required in production? _____

If so, described it, giving size of motor, etc. _____

Are sales made from the premises? No

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

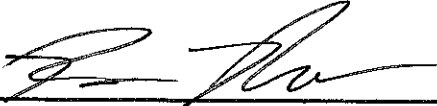
Other: _____

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

Yes _____ No ✓

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: Billy Roberson

Signature: 

Date: 04-05-2022

PERMITS/INSP PAYMENT RCPT#: 11218557
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/05/22 TIME: 11:09
CLERK: mcummingh DEPT:
CUSTOMER#: 0

COMMENT:

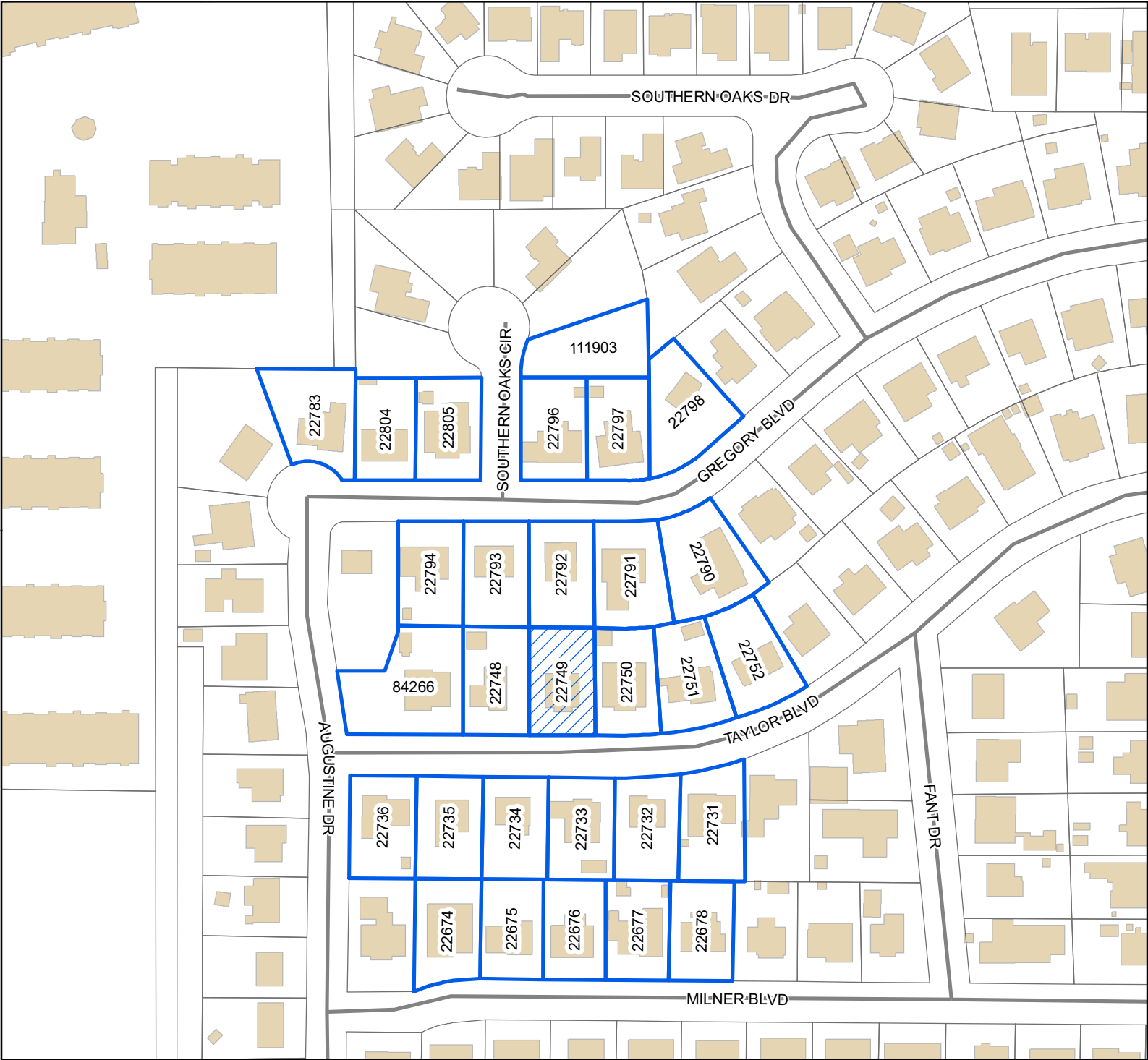
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CASH

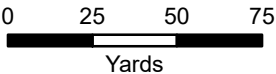
REFERENCE:

2 TENDERED: 75.00
4 APPLIED: 75.00
CHANGE: .00



Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 170 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	22749	1010K-02-021.000	CRAIG ELIZABETH A	2205 TAYLOR BLVD	GULFPORT	MS	39501
	Adjacent Property Owners						
	22796	1010K-01-015.000	BRANDT THOMASINA SAUJON & JEREMY	2205 GREGORY BLVD	GULFPORT	MS	39507
	22793	1010K-02-016.000	CLOUTIER RICHARD L & PATSY A	2202 GREGORY BLVD	GULFPORT	MS	39507
	22748	1010K-02-020.000	COGHLAN BONNIE LEE	2203 TAYLOR BLVD	GULFPORT	MS	39507
	22791	1010K-02-014.000	COOKE DEBORAH	16429 OMAR BLVD	BILOXI	MS	39532
	22734	1010K-02-069.000	DE LOS SANTOS EDGAR & MARIA R	2204 TAYLOR BLVD	GULFPORT	MS	39507
	22731	1010K-02-066.000	DILLARD JUANITA	2210 TAYLOR BLVD	GULFPORT	MS	39501
	22733	1010K-02-068.000	ELVY DARREN & VALARIE	2686 BROADWATER DR	GULFPORT	MS	39507
	22735	1010K-02-070.000	ERL PROPERTIES LLC	1070 MAGNOLIA RD	LUMBERTON	MS	39455
	22790	1010K-02-013.000	FAUL DAVID ROBERT	2208 GREGORY BLVD	GULFPORT	MS	39507
	22675	1010K-02-074.000	HASLUP GAIL ELOISE S	2205 MILNER BLVD	GULFPORT	MS	39507
	22678	1010K-02-077.000	HAULSEE DONOVAN T	2211 MILNER BLVD	GULFPORT	MS	39507
	22794	1010K-02-017.000	HERBERT GREGORY & JOSEPH A	2200 GREGORY BLVD	GULFPORT	MS	39507
	22676	1010K-02-075.000	HOLZER MARTHA VIRGINIA	705 SCOTTS CREEK RD	JEFFERSON	TX	75657
	22804	1010K-01-017.000	LABIT DALE & ROGER	2201 GREGORY BLVD	GULFPORT	MS	39507
	22797	1010K-01-014.000	LOGSDON CASEY LEA	2207 GREGORY BLVD	GULFPORT	MS	39507
	22732	1010K-02-067.000	MARSH CASSANDRA M	2208 TAYLOR BLVD	GULFPORT	MS	39507
	22736	1010K-02-071.000	PACE KAREN	2200 TAYLOR BLVD	GULFPORT	MS	39507
	22792	1010K-02-015.000	QUAVE RACHEL M -L/E-	2204 GREGORY BLVD	GULFPORT	MS	39507
111903	1010K-01-001.013		RHODES MARION LANDON	P O BOX 762	OCEAN SPRINGS	MS	39566
	22798	1010K-01-013.000	RUNNELS MARTHA -L/E-	2209 GREGORY BLVD	GULFPORT	MS	39507
	22805	1010K-01-016.000	SHORE ROBERT H JR & MARGARET	2203 GERGORY BLVD	GULFPORT	MS	39507
84266	1010K-02-019.000		TAYLOR JANIE PATRICIA	2201 TAYLOR BLVD	GULFPORT	MS	39507
	22750	1010K-02-022.000	THOMAS TESHENA T	2207 TAYLOR BLVD	GULFPORT	MS	39507
	22752	1010K-02-024.000	TITLER DALE III	2211 TAYLOR BLVD	GULFPORT	MS	39507
	22677	1010K-02-076.000	TRAMUTA JANE	2209 MILNER BLVD	GULFPORT	MS	39507
	22783	1010K-01-018.000	WALLACE NORMA S -L/E-	2199 GREGORY BLVD	GULFPORT	MS	39507
	22674	1010K-02-073.000	WHEELER THOMAS EDWARD JR & ERICA L	2203 MILNER AVE	GULFPORT	MS	39507
	22751	1010K-02-023.000	WINCH KIM K	2209 TAYLOR BLVD	GULFPORT	MS	39507

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Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

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SunHerald (Biloxi)

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Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Resubdivision 2205PC094:

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000,
Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2205PC094

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-15 / Single Family Home / Vacant Structure

Legal: Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests to divide 5.56 acres into 4 new parcels. All lots exceed minimum for lot sizes required by zoning. Lot 2 has an old church that has been considered for redevelopment into another structure. Lot 3 is a flag style lot with is discouraged by the subdivision regulations.

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 that would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

The request exceeds the lot minimums by at least double the size the requirement. While the city does not have a lot size maximum, density is an important concept to cities. Additionally, the flag lot will need waivers to exist as presented.

Any approval should consider these conditions:

1. The Planning Commission grants a hardship waiver to allow the flag lot to exceed the lot required to be 60 feet wide at the building setback line.
2. The Planning Commission grants a hardship waiver to allow the flag lot to exceed the 3.5 width to depth ratio.
3. Preserve and protect protected trees on property.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/18/22.

Public Works: No comments as of 5/18/22.

Traffic and Safety: No conditions. Memo dated 5/12/22.

Building Code Services: No comments as of 5/18/22.

GIS: No conditions. Memo dated 5/17/22.

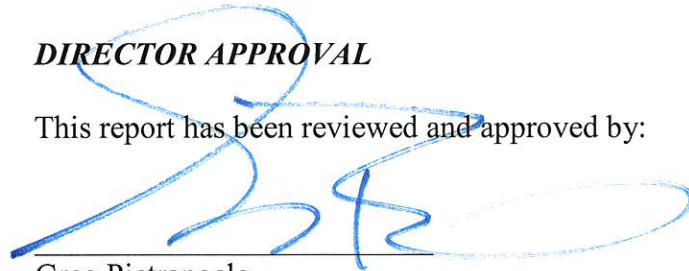
Police Department: No conditions. Memo dated 5/16/22.

Fire Department: No conditions. Memo dated 5/13/22.

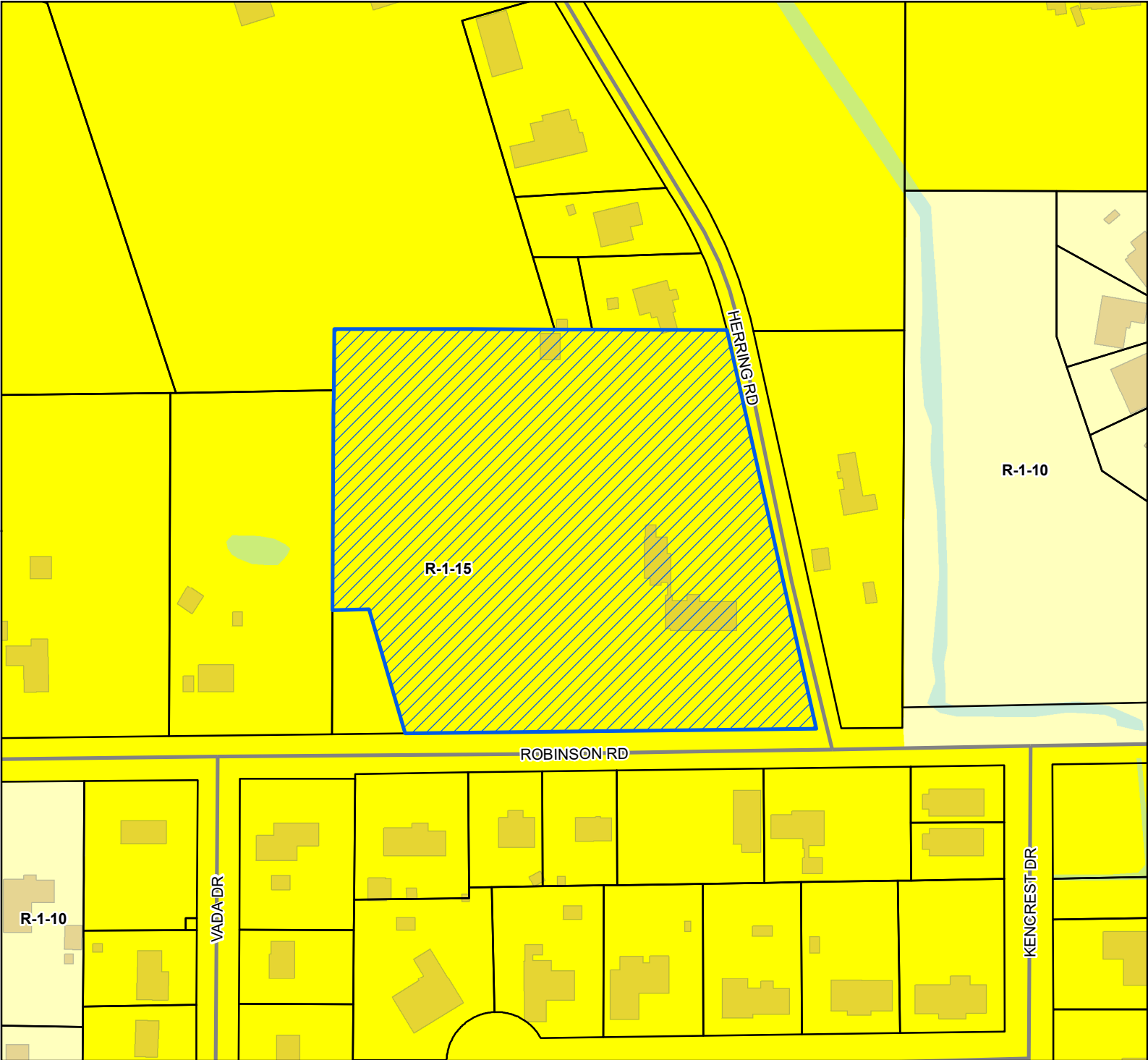
City Arborist: Conditions: preserve and protect protected trees on property.
Memo dated 5/13/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

Zoning

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

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

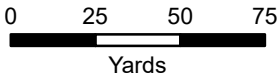
Site Information

0708A-02-011.000

Zoning: R-1-15 (Single Family)

Size: 5.83 acres

Flood: X



1 inch = 170 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: 2205 PCB 94Date Received: 4-5-2

Receipt Number: _____

Received By: D²Zoning: R-1-15Ward: 7 Flood: XSize: 5.8 acres

(If necessary, use separate sheet of paper)

TAX PARCEL #

0	7	0	8	A	-	0	2	-	0	1	1	●	0	0	0
					-			-				●			
					-			-				●			

Address of Property Involved: 16148 Robinson Rd.

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

General Location: NW Intersection of Robinson Rd. and Herring Rd.**GENERAL DESCRIPTION OF REQUEST:**

The request is to subdivide the subject property into four residential parcels per the current R-1 zoning requirements.

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**

Sandra Board

Printed Name of Owner

12316 Rollingwood Ct.

Mailing Address

Gulfport MS 39503

City State Zip code

630-276-6216

Home Phone Work/Cell Phone

bowsbys@yahoo.com

Email

Signature of Owner

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.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0708A-02-011.000
SECTION 5, TOWNSHIP 7 SOUTH, RANGE 11 WEST

OVERALL LEGAL DESCRIPTIONS OF LAND PRIOR TO RESUBDIVISION

TAX PARCEL #0708A-02-011.000
(DB 1057 PG 601)

A parcel of land situated and being in and a part of the SW 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, Harrison County, Mississippi, better described as:

Beginning at the Southeast corner of the SW 1/4 of the NE 1/4 of Section 5 and running thence North 41 feet, running thence West 89 feet to the Point of Beginning (being the Southeast corner of the herein conveyed land), which point is also the intersection of the land bisecting and an unnamed private road and the North margin of Robinson Road, and from said Point of Beginning running thence N 11°25' W along a line bisecting said private road a distance of 502.8 feet, running thence West a distance of 479 feet to an old fence corner, running thence S 00°30' W a distance of 353 feet, thence N 89° E 90 feet, thence S 00°30' W 150 feet to the North margin of Robinson Road, thence N 89° E 503 feet along Robinson Road to the Point of Beginning. Being that land surveyed by James A. Martin, December 12, 1957.

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
January 19, 2022



SHEET 1 OF 4 10909A

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
BROWN
DB 1322 PG 289
0708A-02-014.000

SCALE: 1"=100'

NOW OR FORMERLY
STAPLETON
DR 2008-6779-D-J1
0708A-02-009.000

NOW OR FORMERLY
NGUYEN
DR 2008-4265-D-J1
0708A-02-010.000

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 JAMES MARTIN, P.L.S.
DATED 11/20/68

SURVEY BY PATRICK CASSADY,
P.L.S. DATED 10/09/72

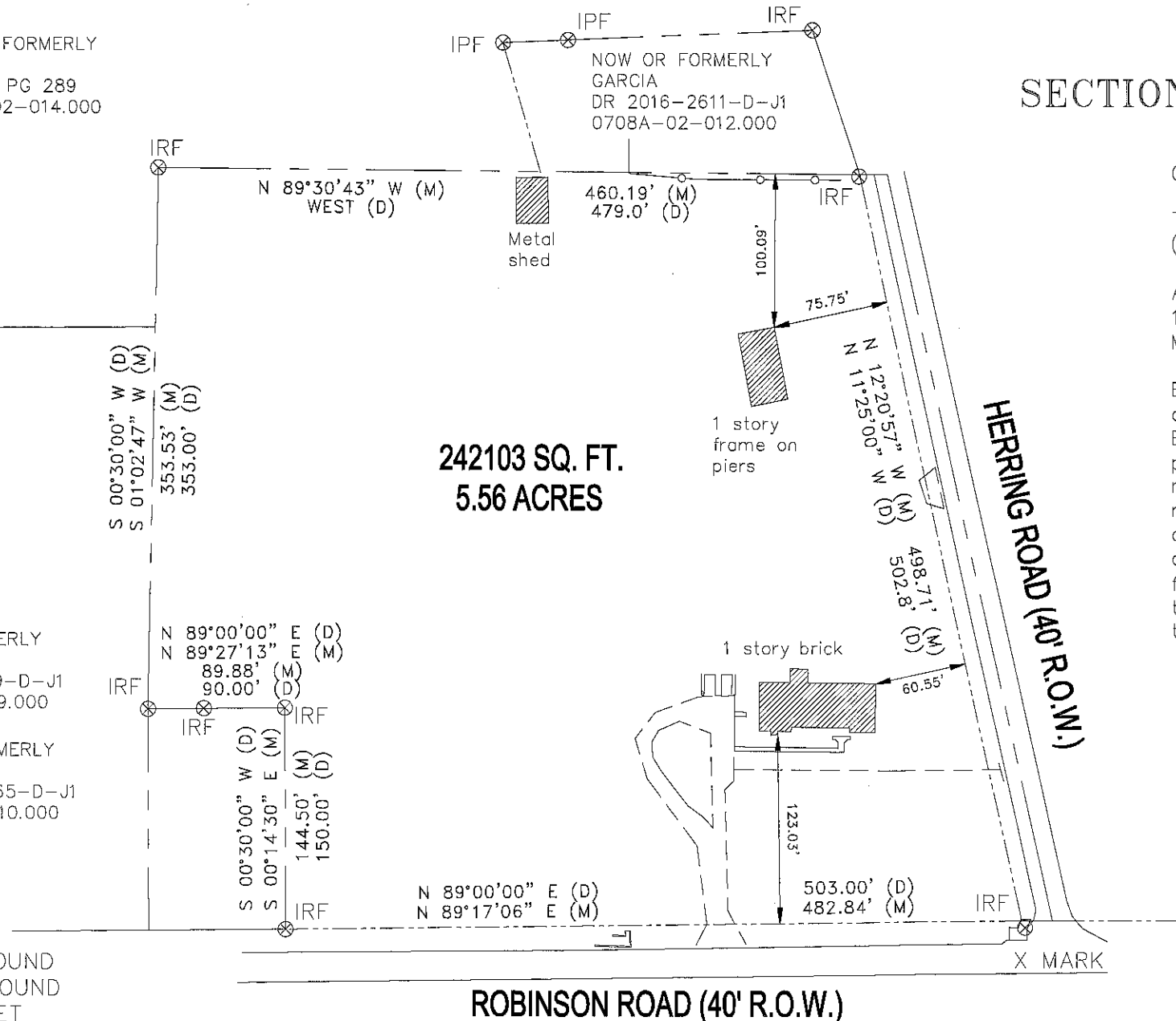
SURVEY BY J. MICHAEL CASSADY,
P.L.S. DATED 06/10 /08

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

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

SOUTHEAST CORNER
SW 1/4 NE 1/4
SECTION 5





NOW OR FORMERLY
BROWN
DB 1322 PG 289
0708A-02-014.000

IPF IPF
NOW OR FORMERLY
GARCIA
DR 2016-2611-D-J1
0708A-02-012.000

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0708A-02-011.000
SECTION 5, TOWNSHIP 7 SOUTH, RANGE 11 WEST

SCALE: 1"=100'

N: 351195.22
E: 895154.74

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

SEE SHEET 3 OF 4

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
Gary A. Durbin, P.L.S. 2401
Class "B" Survey
January 19, 2022
Revised: February 15, 2022
Revised: February 17, 2022

NOW OR FORMERLY
STAPLETON
DR 2008-6779-D-J1
0708A-02-009.000

N: 350841.74
E: 897148.28
NOW OR FORMERLY
NGUYEN
DR 2008-4265-D-J1
0708A-02-010.000

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 JAMES MARTIN, P.L.S.
DATED 11/20/68

SURVEY BY PATRICK CASSADY,
P.L.S. DATED 10/09/72

SURVEY BY J. MICHAEL CASSADY,
P.L.S. DATED 06/10 /08

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

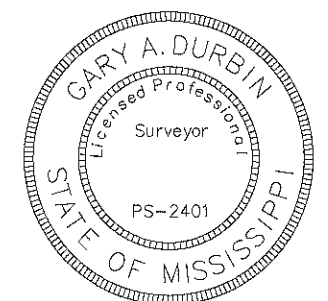
This property is situated in Zone "X" per
FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi,
Community Panel Number 28047C-0255-H,
Revised: 12/21/17. By graphic plotting.

BUILDING SETBACKS

FRONT 25'
SIDE 10'
REAR 15'

HERRING ROAD (40' R.O.W.)
2" WATER

SOUTHEAST CORNER
SW 1/4 NE 1/4
SECTION 5



SHEET 2 OF 4 10909B

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

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0708A-02-011.000
SECTION 5, TOWNSHIP 7 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTIONS CREATED BY RESUBDIVISION

LOT 1 (PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Beginning at an x mark in concrete at the intersection of the North margin of Robinson Road and the West margin of Herring Road, said point having State Plane Coordinates of N 350704.12 E 897721.57, thence run along the West margin of Herring Road N 12°20'57" W 273.97 feet to an iron rod, thence N 89°30'43" W 184.79 feet to an iron rod, thence S 00°42'54" E 272.22 feet to an iron rod on the North margin of Robinson Road, thence along said North margin N 89°17'06" E 240.00 feet to the Point of Beginning. Said parcel contains 57347 square feet or 1.32 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, dated January 19, 2022.

LOT 2 (PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an x mark in concrete at the intersection of the North margin of Robinson Road and the West margin of Herring Road, said point having State Plane Coordinates of N 350704.12 E 897721.57, thence run along the West margin of Herring Road N 12°20'57" W 308.97 feet to an iron rod and the Point of Beginning, thence N 12°20'57" W 190.00 feet to an iron rod, thence N 89°30'43" W 139.23 feet to an iron rod, thence S 00°42'54" E 185.04 feet to an iron rod, thence S 89°30'43" E 177.73 feet to the Point of Beginning. Said parcel contains 29340 square feet or 0.67 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, dated January 19, 2022.

LOT 3 (PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an x mark in concrete at the intersection of the North margin of Robinson Road and the West margin of Herring Road, said point having State Plane Coordinates of N 350704.12 E 897721.57, thence run along the West margin of Herring Road N 12°20'57" W 273.97 feet to an iron rod and the Point of Beginning, thence N 12°20'57" W 35.00 feet to an iron rod, thence N 89°30'43" W 177.73 feet to an iron rod, thence N 00°42'54" W 185.04 feet to an iron rod, thence N 89°30'43" W 320.73 feet to an iron rod, thence S 01°02'47" W 219.14 feet to an iron rod, hence S 89°30'43" E 454.72 feet to the Point of Beginning. Said parcel contains 77204 square feet or 1.77 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, dated January 19, 2022.

LOT 4 (PER SURVEY)

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, First Judicial District of Gulfport, Mississippi, better described as follows, to-wit:

Commencing at an x mark in concrete at the intersection of the North margin of Robinson Road and the West margin of Herring Road, said point having State Plane Coordinates of N 350704.12 E 897721.57, thence run along the North margin of Robinson Road S 89°17'06" W 240.00 feet to an iron rod and the Point of Beginning, thence N 00°42'54" W 272.22 feet to an iron rod, thence N 89°30'43" W 269.93 feet to an iron rod, thence S 01°02'47" W 134.40 feet to an iron rod, thence N 89°27'13" E 89.88 feet to an iron rod, thence S 00°14'30" E 144.50 feet to an iron rod and the North margin of Robinson Road, thence N 89°17'06" E 242.84 feet to the Point of Beginning. Said parcel contains 78211 square feet or 1.80 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, dated January 19, 2022.

SHEET 3 OF 4 10909C

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

13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

REVISED: 02/17/22

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0708A-02-011.000

SECTION 5, TOWNSHIP 7 SOUTH, RANGE 11 WEST

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Parcel #0708A-02-011.000 of land in Section 5, Township 7 South, Range 11 West in the City of Gulfport into Lots 1,2,3,4, and 5, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Northwest corner Robinson Road and Herring Road. The ad valorem tax parcel number of the subject property is 0708A-02-011.000. The case file number is _____.

LEGAL DESCRIPTIONS OF PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 4

LEGAL DESCRIPTIONS OF PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 3 OF 4

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and or employees concerning the petition for resubdivision of the real property described herein.

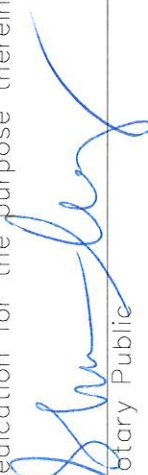
Ratified and Approved by:


SANDRA BOARD, OWNER

This 5th day of April, 2022.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned SANDRA BOARD, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This 5th day of April, 2022.


Notary Public My Commission Expires: 7/26/2025



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 4 OF 4 10909D

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

UNOFFICIAL



John 1st Judicial District
Instrument 2021-10748-D-31
Filed/Recorded 07/27/2021 08:00 AM
Total Fees \$26.00
2 Pages Recorded

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 NUMBER- 21-3376-MS

Indexing Instructions: Part of the SW1/4 of the NE1/4 of Section 5, Township 7 South, Range 11 West, First Judicial District, Harrison County, Mississippi.

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,

Presbytery of Mississippi, a Mississippi Non-Profit Corporation (Grantor)
112 North 24th Avenue
Hattiesburg, MS 39401
(601) 466-5461

do hereby sell, convey, bargain and warrant to:

Sandra Board (Grantee)
12316 Rollingwood Ct.
Gulfport MS 39503
(630) 276-6216

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:

Survey of a parcel of land situated and being in and a part of the SW1/4 of the NE1/4 of Section 5, Township 7 south, Range 11 West, Harrison County, Mississippi, better described as:

Beginning at the southeast corner of the SW1/4 of the NE1/4 of Section 5 and running thence North 41 feet; running thence West 89 feet to the point of beginning (being the Southeast corner of the herein conveyed land), which point is also the intersection of the land bisecting an unnamed private road and the North margin of Robinson Road, and from said point of beginning, running thence North 11 degrees 25 minutes West along a line bisecting said private road a distance of 502.8 feet; running thence West a distance of 479 feet to an old fence corner; running thence South 0 degrees 30 minutes West a distance of 353 feet; thence North 39 degrees East 90 feet; thence South 0 degrees 30 minutes West 150 feet to the North margin of Robinson Road; thence North as degrees East 503 feet along Robinson Road to

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the point of beginning. Being that land surveyed by James A. Martin, December 12, 1957.

Being all the property obtained by Grantor under Warranty Deed dated November 25, 1986, and filed for record on December 7, 1986, in the office of the Chancery Clerk of the First Judicial District of Harrison County in Book 1057 at Page 601.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in anywise appertaining.

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 parties agree that the Ad Valorem taxes for 2021 tax year are being prorated as of this date and are assumed by the Grantee herein.

WITNESS my signature, this the 22 day of July 2021.

GRANTOR:

Presbytery of Mississippi, a Mississippi Non-Profit Corporation

By: Robin Roberts, Trustee

State of Mississippi

County of Harrison

Personally appeared before me, the undersigned authority in and for said county and state, on this 22 day of July, 2021, within my jurisdiction, the within named **Robin Roberts**, who acknowledged that she is **Trustee of Presbytery of Mississippi, a Mississippi Non-Profit Corporation** and that for and on behalf of the corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires: _____



TAX NOTICES: Grantee is responsible for the property taxes.

UNOFFICIAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BOARD SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 2022, A.D., by Board 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 Board 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 Board 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 Board 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:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Property: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

6. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until the lot is sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or

other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-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.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

8. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his

name, place and stead for the purpose of accomplishing a repair 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.

14. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

15. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

16. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

17. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by one hundred percent (100%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2022.

By: _____
Board Subdivision, LLC

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2022, A.D., within my jurisdiction, the within named Board Subdivision, LLC, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

NOTARY PUBLIC _____

MY COMMISION EXPIRES: _____

DRAFT

Sandra Board
12316 Rollingwood Ct.
Gulfport, MS 39503

April 5, 2022

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

RE: **Agent Letter for Sandra Board**
Tax Parcel No.: 0708A-02-011-000
16148 Robinson Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

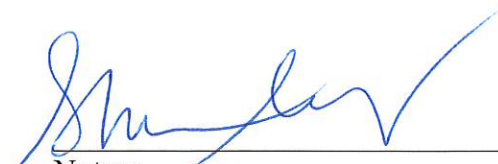
Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Sandra Board** in any Planning Commission or City Council matters.

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

Sincerely,



Sandra Board



Notary

My Commission Expires: 7/26/2025



Sandra Board
12316 Rollingwood Ct.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afroresaid, the within named Sandra Board, 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. 0708A-02-011.000.

Respectfully submitted:

By: 
Sandra Board

SWORN AND SUBSCRIBED before me, this the 5th day of April 2022.


Notary Public

My Commission Expires: 7/24/2025



PERMITS/INSP PAYMENT RECPT#: 11219062
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/05/22 TIME: 17:03
CLERK: tboyd DEPT:
CUSTOMER#: 0

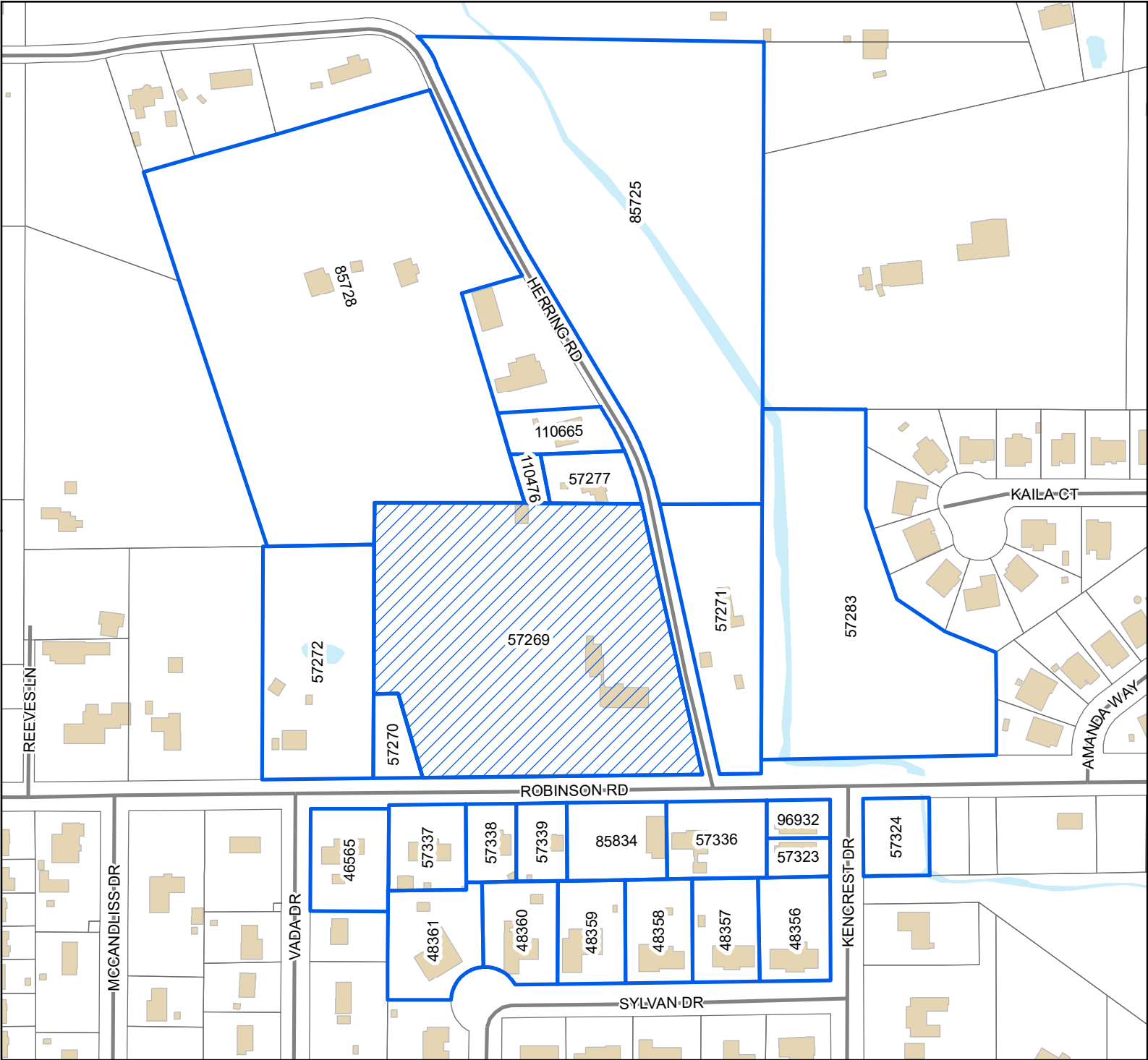
COMMENT:

CHG: PZD PLANNING AND ZO 195.00

AMOUNT PAID: 195.00

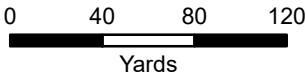
PAID BY:
PAYMENT METH: CHECK
REFERENCE: 9142

AMT TENDERED: 195.00
AMT APPLIED: 195.00
CHANGE: .00



Legend

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



1 inch = 250 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	57269	0708A-02-011.000	BOARD SANDRA	12316 ROLLINGWOOD CT	GULFPORT	MS	39503
	Adjacent Property Owners						
	85728	0708A-02-014.000	BROWN MICHAEL R	12375 HERRING ROAD	GULFPORT	MS	39503
	48356	0708H-03-064.000	BUNTYN SHARON E	16126 SYLVAN DRIVE	GULFPORT	MS	39507
	57324	0708H-02-007.000	COBB TERRY & MARGARET	21313 MITCHELL RD	SAUCIER	MS	39574
	57271	0708A-01-006.000	CUMMINGS MYRON W & NIEDA B	12298 HERRING RD	GULFPORT	MS	39503
	57337	0708H-03-006.000	DILLON KENNETH W & DEBORAH A	16183 ROBINSON RD	GULFPORT	MS	39503
	48361	0708H-03-059.000	EILERMANN JANET	14352 CHESTWOOD COVE	GULFPORT	MS	39503
N	57277	0708A-02-012.000	GARCIA EDUARDO & LATRICE	12327 HERRING RD	GULFPORT	MS	39503
	110476	0708A-02-014.001	GARCIA EDUARDO & LATRICE	12375 HERRING RD	GULFPORT	MS	39503
	48360	0708H-03-060.000	HILL ANDERSON & ROSE B	16174 SYLVAN DR	GULFPORT	MS	39503
	110665	0708A-02-014.002	LOTT ELIZABETH C	12297 REEVES LANE	GULFPORT	MS	39503
	48358	0708H-03-062.000	MCCLELLAND REGINALD T & PATRICIA D	16150 SYLVAN DR	GULFPORT	MS	39503
	57283	0708A-01-007.000	MORAN JACK L	20164 MENNONITE RD	GULFPORT	MS	39503
	57338	0708H-03-005.000	NGUYEN BONG THI	16171 ROBINSON RD	GULFPORT	MS	39503
	85725	0708A-01-005.000	NGUYEN CAO	1605 SOUTH 11TH ST	OCEAN SPRINGS	MS	39564
	57270	0708A-02-010.000	NGUYEN TRI DUC	6457 SIMMONS DR	LONG BEACH	MS	39560
	48359	0708H-03-061.000	OXFORD DORIS N	16164 SYLVAN DR	GULFPORT	MS	39503
	57323	0708H-03-001.000	PARKER4 LLC	19405 NORTH POINT COVE	GULFPORT	MS	39503
	96932	0708H-03-001.001	PARKER4 LLC	12263 KENCREST DRIVE	GULFPORT	MS	39503
	46565	0708H-03-007.000	SPIERS DORELLA	16199 ROBINSON RD	GULFPORT	MS	39503
	57272	0708A-02-009.000	STAPLETON HENRY A	11373 ALLEN RD	GULFPORT	MS	39503
N	85834	0708H-03-003.000	STATE OF MISS 6/3/2019			MN	35480
	48357	0708H-03-063.000	TREADAWAY BILL B JR & KAREN M	3715 11TH ST	GULFPORT	MS	39501
	57336	0708H-03-002.000	VANDERCOOK FRANCES S & JOHN PAUL JR	16123 ROBINSON RD	GULFPORT	MS	39503
	57339	0708H-03-004.000	WHITE KENNETH M -ESTATE-	16161 ROBINSON RD	GULFPORT	MS	39503

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Text Amendment 2205PC095:

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges



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 #: 2205PC095Date Received: 4/6/22

Receipt #: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Adjustments to the liquor store / bar distance requirements

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
P.O. Box 1780

Mailing Address

Gulfport MS 39501

City State Zip code

228-868-5700

Home Phone Work/Cell Phone

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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

LIQUOR STORE / BAR – DISTANCE REQUIREMENTS IN THE “CHART OF PERMITTED
USES” SET OUT IN THE CITY’S ZONING ORDINANCE

EXISTING:

Liquor stores and/or free-standing lounges, provided that no liquor store and/or free standing lounges or any part of such establishment or facility, including any parking lot used thereby, shared or otherwise, shall be located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as a liquor store and/or free-standing lounge or tavern, with the sole exception that a "free-standing lounge" or "tavern" that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or one hundred twenty five (125) person or less occupancy load as determined by the city's building official can be located within one thousand (1,000) feet of another free-standing lounge or tavern that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or a one hundred twenty five (125) person or less occupancy load as determined by the city's building official if both or all are completely located or found within the B-3 (central-business) district but all shall still satisfy, meet, and comply with all other locations and distance requirements. This distance shall be measured from closest point on structure to closest point on adjacent structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer. The applicant must provide written certification that the proposed liquor store and/or free-standing lounge meets the distance requirement set forth herein.

(with Special Exception approval in B-1/T-5, B-2/T-6, B-3, and B-4)

PROPOSED AMENDMENT (with proposed ADDITIONS in **BOLD** and UNDERLINED and in **YELLOW HIGHLIGHT**) and proposed DELETIONS in **BOLD RED**, stricken, and UNDERLINED and in **BLUE HIGHLIGHT**):

Liquor stores and/or free-standing lounges, provided that no liquor store and/or free standing lounges or any part of such establishment or facility, including any parking lot used thereby, shared or otherwise, shall be located closer than one thousand (1,000) feet to any church, school, kindergarten, funeral home, day-care center, museum or learning center, educational facility, library, night club, dance hall, or other same or similar establishment or use as a liquor store and/or free-standing lounge or tavern, with the sole exception that a "free-standing lounge," ~~or~~ "tavern," ~~or~~ **"liquor store"** that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or one hundred twenty five (125) person or less occupancy load as determined by the city's building official can be located within one thousand (1,000) feet of another free-standing lounge, ~~or~~ tavern, ~~or~~ **liquor store** that has a "customer service area" equal to or less than one thousand eight hundred (1,800) square feet or a one hundred twenty five (125) person or less occupancy load as determined by the city's building official if both or all are completely located or found within the ~~B-3 (central-business)~~ **central business overlay** district, but all shall still satisfy, meet, and comply with all other locations and distance requirements. This distance shall be measured from closest point on structure to closest point on adjacent structure or closest point on parking lot or space to closest point on adjacent or nearby parking lot or space, whichever is closer. The applicant must provide written certification that the proposed liquor store and/or free-standing lounge meets the distance requirement set forth herein.

(with Special Exception approval in B-1/T-5, B-2/T-6, B-3, and B-4)

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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2205PC096:

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Technical Report
PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2205PC096

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-5 / Single-family home

Legal: Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission Approval for Mobile Home use. Per the City of Gulfport's Ordinance (App A. (Sec. IV)(11)(a)(5)) and Chart of Permitted Uses a Mobile Home is allowed by Planning Commission Approval in an R-1-5 Zoning District. Through GIS research, the closest Mobile Home in the neighborhood is approximately 400 feet from parcel line to parcel line. Further, the applicant lot is large enough to accommodate a mobile home, meeting dwelling footprint requirements, dwelling size requirements, and setback requirements for a dwelling in an R-1-5 zoning district.

EXECUTIVE SUMMARY

In review, per our chart of permitted uses and City of Gulfport's Ordinances, a Mobile Home may be approved through Planning Commission Approval, located in an R-1-5 zoning district. The applicant meets all of the requirements for a dwelling in an R-1-5 zone. This request should be approved.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 05/17/2022.

Public Works: No comments as of 05/17/2022.

Traffic and Safety: No conditions. Memo dated 05/12/2022.

Building Code Services: No comments as of 05/17/2022.

GIS: No conditions. Memo dated 05/17/2022.

Police Department: No conditions. Memo dated 05/16/2022.

Fire Department: No conditions. Memo dated 05/13/2022.

City Arborist: No conditions. Memo dated 05/13/2022.

Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Mobile Homes Site Map

Printed 5/17/2022



Subject Site



Mobile Homes in Neighborhood



1 inch = 225 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

Street

Parcels

Buildings

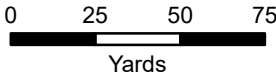
Zoning

R-1-5 - Single Family

Residence District (Medium Density)

Site Information

0710H-02-020.000
Zoning: R-1-5
Size: 16,211 sqft
Flood: X



1 inch = 170 feet



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



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

For Staff Use Only

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	7	1	0	4

 -

0	2

 -

0	2	0

 .

0	0	0

(If necessary, use separate sheet of paper)

Case Number: 2205PC096
Date Received: 4/16/2022
Receipt Number: _____
Received By: MM
Zoning: R-1-5
Ward: 3 Flood: X
Size: _____

Address of Property Involved: Ganges St.
Lot(s) 24-28, Block(s) 56, Subdivision Floral Estates
General Location: SW corner of Ganges St. & Magnolia Ave.

GENERAL DESCRIPTION OF REQUEST:

Requesting mobile home use.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Evelyn Kennedy

Printed Name of Owner

12283 Dedeanx Rd.

Mailing Address

Gulfport

MS

39503

City

State

Zip code

813 431 7364 / 228 437 5282

Home Phone

Work/Cell Phone

Kennedy, Evelyn 0970

Email

Evelyn Kennedy

Signature of Owner

AGENT

Jayline Wilson

Printed Name of Agent

12283 Dedeanx Rd.

Mailing Address

Gpt.

MS.

39503

City

State

Zip code

228-437-5282

Home Phone

Work/Cell Phone

Jayline Wilson 494w@gmail.com

Email

Jayline Wilson

Signature of Agent

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



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

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)

Janet Johnson

ADDRESS (STREET, CITY, STATE, ZIP CODE)

1655 Flatbush Ave Apt. B809
Brooklyn, NY 11210

PHONE # (H)

7182538835

(W)

TAX PARCEL NUMBER(S) OWNED

07104-02-020.000

SIGNATURE:

Janet Johnson

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:

4-6-2022

Site plan - Section F

No traffic will be added to the road.
Water Department from the city.

Waste management from the City.

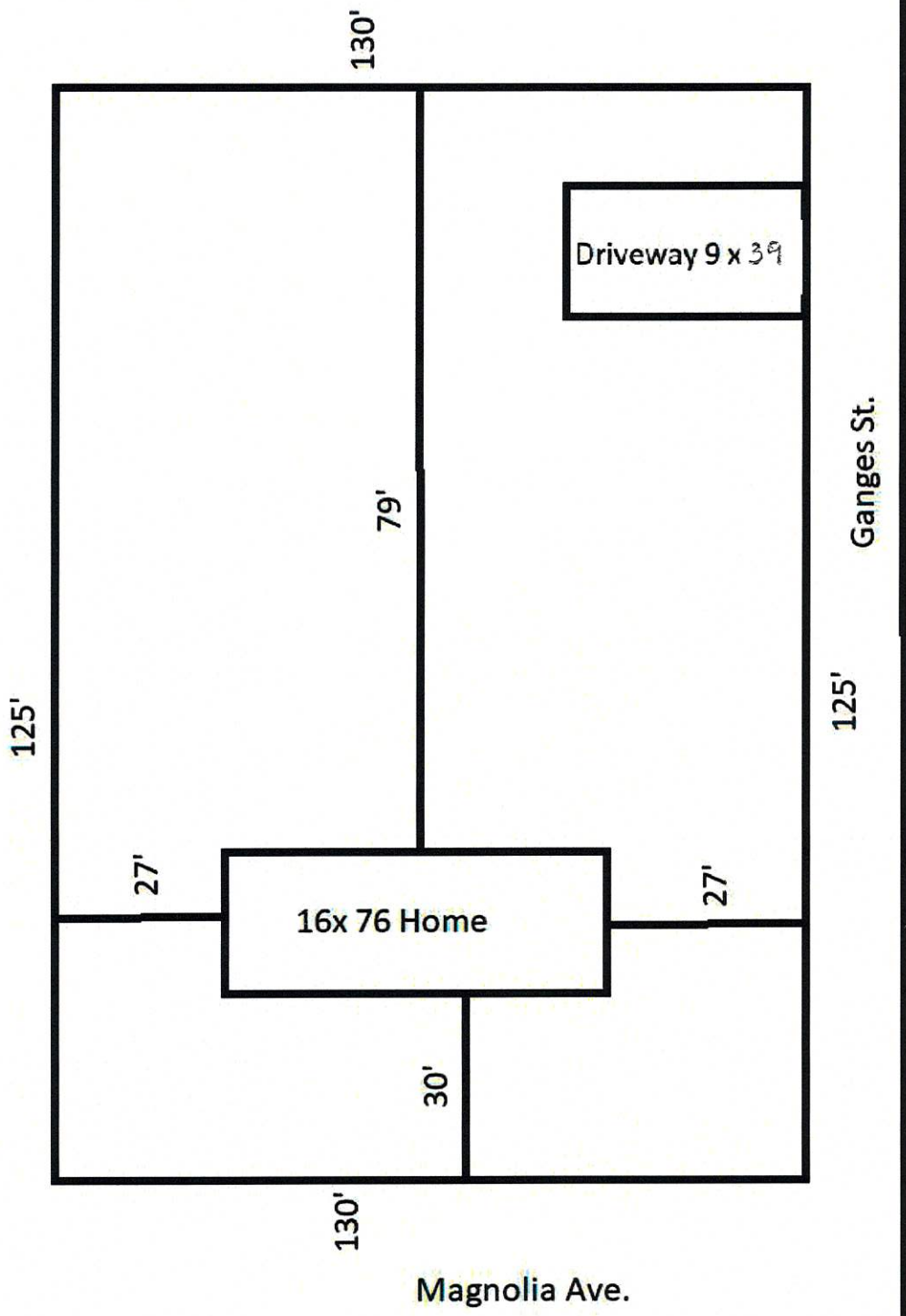
Round The Corner will not add any
danger to the Area.

No public facilities will be effected.

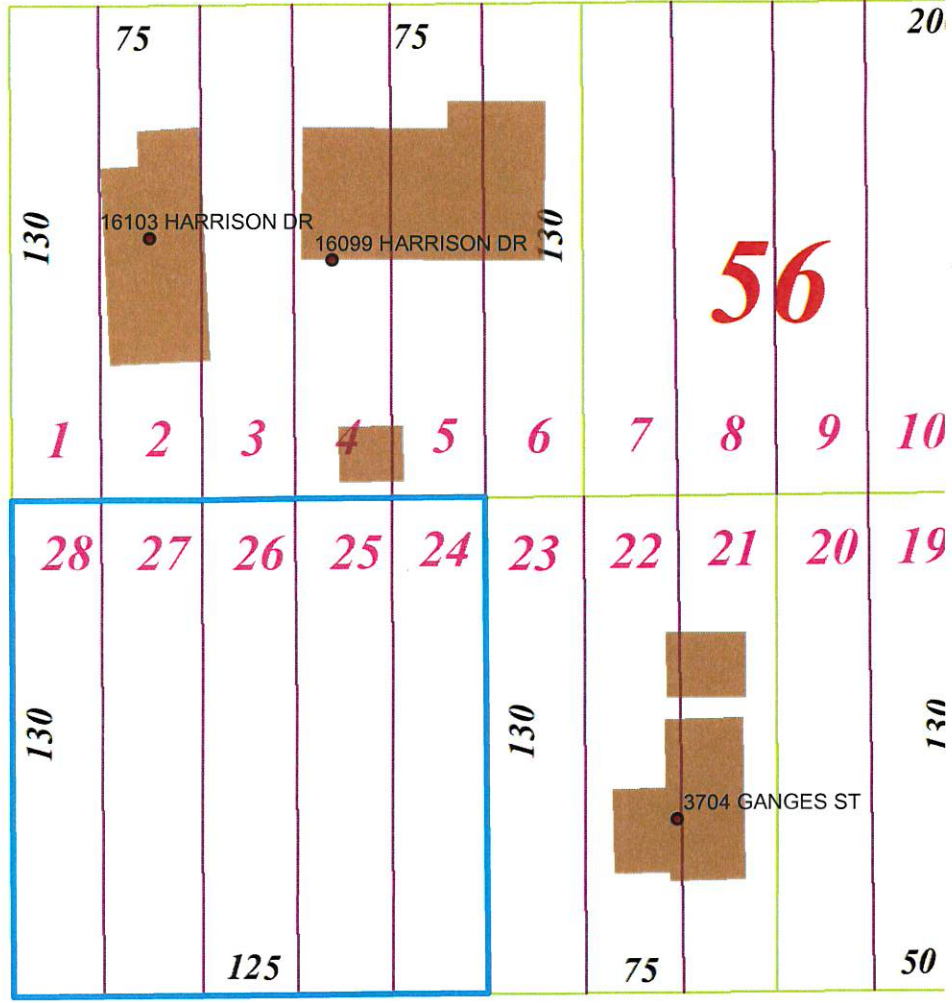
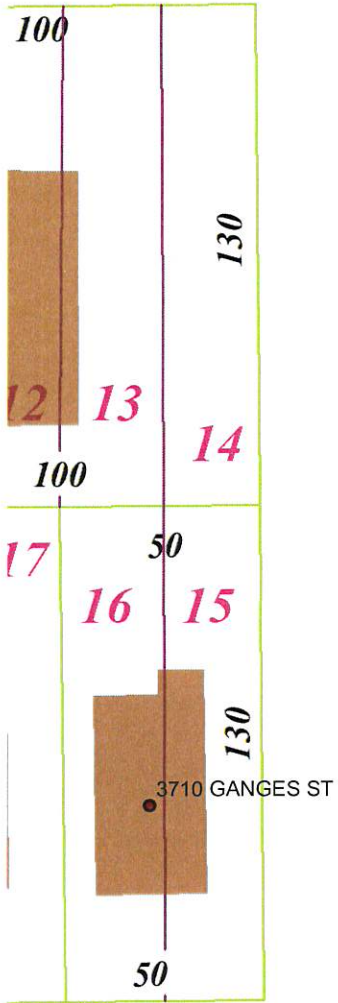
Will have on site parking, this is
not a business, just visiting my home.

I am zoned for Manufacture Homes. R1-5

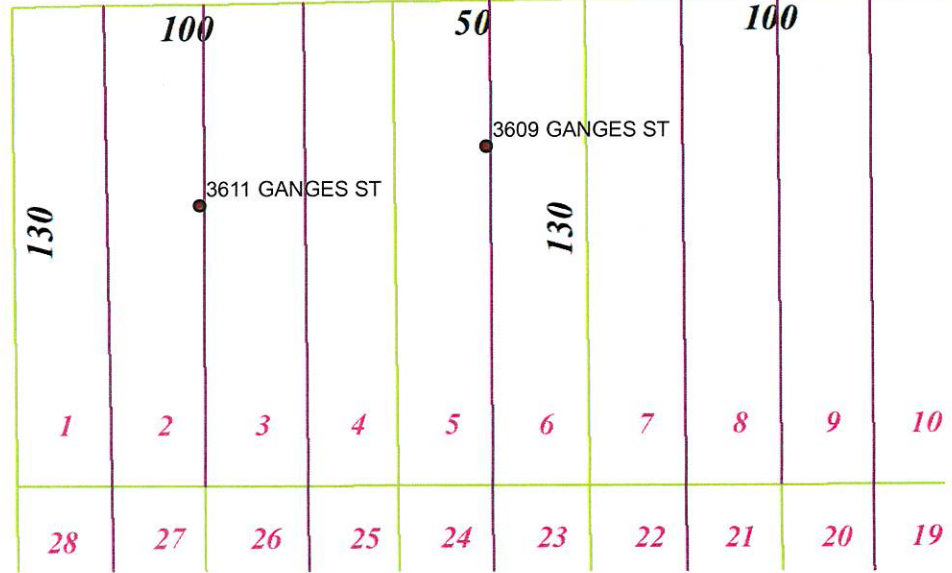
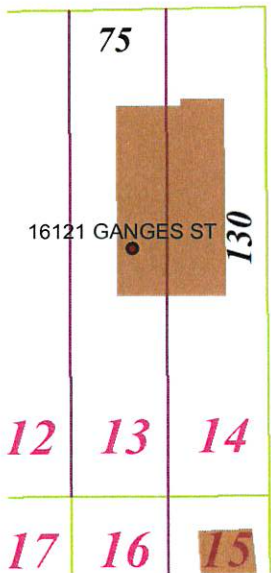
There are many other trailers in my
neighborhood.



MAGNOLIA AVE



GANGES ST



I Luella Kennedy give Jacquelin Nelson permission
to act as an Agent on my behalf.

Date 4-5-2022

Luella Kennedy

Matilda Welch
Notary



PERMITS/INSP PAYMENT RECPT#: 11219439
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/06/22 TIME: 09:04
CLERK: lboyd DEPT:
CUSTOMER#: 62103
ROBINSON DEREK
COMMENT:

CHG: BDDLEG PLUMBING PERMIT 10.00
AMOUNT PAID: 10.00

PAID BY: ROBINSON DEREK
PAYMENT METH: CASH

REFERENCE:

A TENDERED: 10.00
A. APPLIED: 10.00
CHANGE: .00



1st Judicial District
Instrument 2019 7238 D - J1
Filed/Recorded 8/29/2019 09:45 A
Total Fees \$ 16.00
8 Pages Recorded

SCANNED



1st Judicial District
Instrument 2018 8005 D - J1
Filed/Recorded 11/5/2018 04:07 P
Total Fees \$ 16.00
6 Pages Recorded

Prepared by:

Stanton J. Fountain, Jr.
Attorney At Law
Post Office Box 817
Biloxi, MS 39533
(228) 374-3327
Ms. State Bar #5447

Return to:

Stanton J. Fountain, Jr.
Attorney At Law
Post Office Box 817
Biloxi, MS 39533
(228) 374-3327
Ms. State Bar #5447

REVIEWED

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

QUITCLAIM

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, an other good and valuable consideration, the receipt of which is hereby acknowledged, we

**Grantor, JANET JOHNSON
1655 Flatbush Avenue, Apt. B-809
Brooklyn, NY 11210
(718) 253-8835**

and

**Grantor, EVELYN KENNEDY
2001 East Wilder Avenue
Tampa, FL 33610
(813) 231-0525**

hereby grant, bargain, sell and convey and do by these presents remise, release and quitclaim unto

Grantee, JANET JOHNSON
1655 Flatbush Avenue, Apt. B-809
Brooklyn, NY 11210
(718) 253-8835

and

Grantee, EVELYN KENNEDY
2001 East Wilder Avenue
Tampa, FL 33610
(813) 231-0525

their heirs and assigns, as Joint Tenants with Rights of Survivorship, all that property located in the First
Judicial District of Harrison County, Mississippi, and described as follows:

Lot 24, Lot 25, Lot 26, Lot 27, and Lot 28, Block 56, Floral Estates, a division of the Southwest Quarter of North one-half of Southeast Quarter (SW $\frac{1}{4}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$) and South one-half of Northeast Quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) and West one-half of Southwest Quarter of Southeast Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) Section 29, Township 7 South, Range 11 West, Harrison County, Mississippi, as per map of said subdivision made by Ebrenborg & Bonham, Surveyors, the original of which map was filed in the office of the Chancery Clerk of Harrison County, Mississippi, and recorded in Plat Book 13, Page 4, Sheets 1 and 2, of the Land Records for Harrison County, Mississippi, on May 29, 1926.

To have and to hold the above quitclaimed premises, together with all and singular the
hereditaments and appurtenances thereunder belonging or in any wise appertaining, to said Grantees,
their heirs and assigns, forever.

Frances L. Johnson died on May 4, 2018. A copy of Frances L. Johnson's death certificate is attached hereto as Exhibit "A" and incorporated herein as though copied at length for the purpose of evidencing the fact and date of her death.

The above described property is subject to any restrictive covenants, mineral reservations and easements of record.

WITNESS my signature this 19 day of October, 2018.


JANET JOHNSON

WITNESS my signature this 25 day of October, 2018.


EVELYN KENNEDY

4

STATE OF NEW YORK

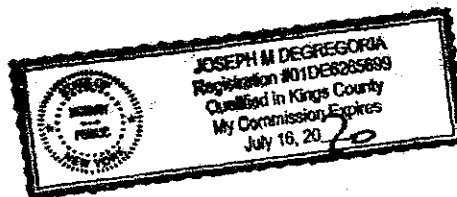
COUNTY OF KINGS

PERSONALLY appeared before me, the undersigned authority in and for the above named State and County, the within named Janet Johnson, who is known to me to be the person whose name is subscribed to the within instrument, acknowledged that she executed, signed and delivered the foregoing Quitclaim on the date therein contained and for the purposes therein contained.

Witness my hand this 19th day of October, 2018.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-16-2020

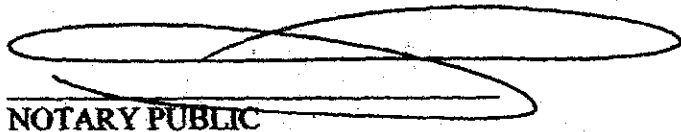


5

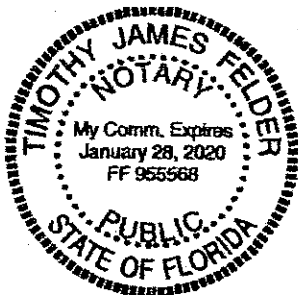
STATE OF FLORIDA
COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the above named State and County, the within named Evelyn Kennedy, who is known to me to be the person whose name is subscribed to the within instrument, acknowledged that she executed, signed and delivered the foregoing Quitclaim on the date therein contained and for the purposes therein contained.

Witness my hand this 25th day of October, 2018.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/28/2020



THE CITY OF NEW YORK

VITAL RECORDS CERTIFICATE

DEATH TRANSCRIPT

DATE FILED THE CITY OF NEW YORK -- DEPARTMENT OF HEALTH AND MENTAL HYGIENE

CERTIFICATE OF DEATH

Certificate No. 156-18-019962

6

NEW YORK CITY
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE
MAY 07, 2018 01:40 PM

1. DECEDENT'S LEGAL NAME **FRANCES JOHNSON**
(First, Middle, Last)

MEDICAL CERTIFICATE OF DEATH (To be filled in by the Physician)	2a. New York City 2b. Borough Brooklyn	2c. Type of Place 1 ☐ Hospital Inpatient 2 ☐ Emergency Dept./Outpatient 3 ☐ Dead on Arrival 4 ☐ Nursing Home/Long Term Care Facility 5 ☒ Hospice Facility 6 ☐ Decedent's Residence 7 ☐ Other Specify _____	2d. Any Hospice care in last 30 days 1 ☒ Yes 2 ☐ No 3 ☐ Unknown	2e. Name of hospital or other facility (if not facility, street address) Hospice Inpatient Unit at Menorah Nursing and Rehabilitation Center			
	Date and Time of Death 3a. (Month) (Day) (Year-yyyy) May 04 2018 3b. Time ☐ AM ☒ PM 04:21	4. Sex Female	5. Date last attended by a Physician mm dd yyyy 05 04 2018				
6. Certifier: I certify that death occurred at the time, date and place indicated and that to the best of my knowledge, traumatic injury or poisoning DID NOT play any part in causing death, and that death did not occur in any unusual manner and was due entirely to NATURAL CAUSES. See instructions on reverse of certificate.							
Name of Physician Colleen Fleming-Damon (Type or Print) Signature <i>Colleen Fleming-Damon</i> D.O. M.D. Address 39 Broadway 200, New York, New York 10006 License No. E303827-1 Date MAY-05-2018 Signature Electronically Authenticated							
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by Physician)	7a. Usual Residence State New York	7b. County Kings	7c. City or Town Brooklyn	7d. Street and Number 1655 Flatbush Avenue	Apt. No. Apt 809	ZIP Code 11210	7e. Inside City Limits? 1 ☒ Yes 2 ☐ No
	8. Date of Birth (Month) (Day) (Year-yyyy) November 22 1937		9. Age at last birthday (years) 80	10. Social Security No. [REDACTED]			
	11a. Usual Occupation (Type of work done during usual working life. Do not use "retired") Investigator		11b. Kind of business or industry Service		12. Alias or AKA's Frances L. Johnson		
	13. Birthplace (City & State or Foreign Country) Mississippi		14. Education (Check the box that best describes the highest degree or level of school completed at the time of death) 1 ☐ 8th grade or less none 2 ☐ 9th - 12th grade no diploma 3 ☐ High school graduate or GED 4 ☐ Some college credit, but no degree 5 ☐ Associate degree (e.g., AA, AS) 6 ☐ Bachelor's degree (e.g., BA, BS) 7 ☐ Master's degree (e.g., MA, MS, MEng, MEd, MSc, MBA) 8 ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.B., JD)				
	15. Ever in U.S. Armed Forces? 1 ☐ Yes 2 ☒ No		16. Marital/Partnership Status at time of death 1 ☐ Married 2 ☐ Domestic Partnership 3 ☐ Divorced 4 ☐ Married, but separated 5 ☒ Never Married 6 ☐ Widowed 7 ☐ Other, Specify _____		17. Surviving Spouse's/Partner's Name (If wife, name prior to first marriage) (First, Middle, Last) [REDACTED]		
	18. Father's Name (First, Middle, Last) James H. Johnson		19. Mother's Maiden Name (Prior to first marriage) (First, Middle, Last) Frances Goldsmith				
	20a. Informant's Name Janet Johnson		20b. Relationship to Decedent Sister		20c. Address (Street and Number) Apt. No. City & State ZIP Code 1655 Flatbush Avenue Apt 809, Brooklyn, New York 11210		
	21a. Method of Disposition 1 ☐ Burial 2 ☒ Cremation 3 ☐ Entombment 4 ☐ City Cemetery 5 ☐ Other Specify _____		21b. Place of Disposition (Name of cemetery, crematory, other place) Rock Hill Crematory				
	21c. Location of Disposition (City & State or Foreign Country) Linden, New Jersey		21d. Date of Disposition mm dd yyyy 05 08 2018				
	22a. Funeral Establishment Caribe Funeral Home		22b. Address (Street and Number) City & State ZIP Code 1922 Utica Avenue, Brooklyn, New York 11234				
Family Members-Father's Middle Name- formerly S.; Family Members-Mother's First Name- formerly Francis; approved by Deputy City Registrar J. Hicks on May-14-2018;							

This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

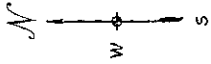
Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.11; purpose is the evasion or violation of any provision.

Steven P. Schwartz
Steven P. Schwartz, Ph.D., City Registrar

EXHIBIT "A"

0958177

May 15, 2018 Order



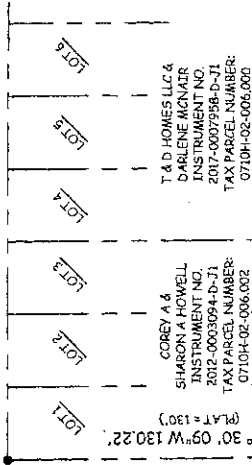
GRID NORTH
PER GPS OBSERVATION - GCGC
NETWORK - M3 EAST ZONE
(BASIS OF BEARING - NAD 83)

SCALE: 1" = 40'

• = 1/2 INCH ROD SET W/ YELLOW CAP (UNLESS OTHERWISE NOTED)

HARRISON DRIVE

ASPHALT PAVED PUBLIC ROAD
100' RIGHT-OF-WAY PER PLAT OF RECORD



MAGNOLIA AVENUE

ASPHALT PAVED PUBLIC ROAD
100' RIGHT-OF-WAY PER PLAT OF RECORD

1/2" ROD FOUND
1.4" WEST &
1.3" NORTH OF
ROD SET

CHAIN LINK CORNER
POST 0.9' WEST &
0.4' NORTH OF
ROD SET

5/8" BOLT
FOUND
N88° 00' 39"E 23.86'
(PLAT = 25')

500° 29' 30"E 130.00'
(PLAT = 130')

500° 29' 30"E 130.00'
(PLAT = 130')

500° 29' 30"E 130.00'
(PLAT = 130')

500° 29' 30"E 130.00'
(PLAT = 130')

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(PLAT = 130')

500° 29' 30"E 130.00'
(PLAT = 130')

500° 29' 30"E 130.00'
(PLAT = 130')

SARAH J. ABERCROMBIE
INSTRUMENT NO. 5
2008-000495-D-11-A
2004-000487-D-11
TAX PARCEL NUMBER:
0710H-02-021.000

FRANCES L. JOHNSON ET AL
INSTRUMENT NO.
2012-0002379-D-11
TAX PARCEL NUMBER:
0710H-02-020.000

16.262 sq. ft. ±
CONTAINS
VACANT

16.262 sq. ft. ±
CONTAINS
VACANT

16.262 sq. ft. ±
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16.262 sq. ft. ±
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16.262 sq. ft. ±
CONTAINS
VACANT

BLOCK 56

END OF REMAINS
OF CHAIN LINK
"TOP RAIL" 0.4'
SOUTH OF ROD SET

589° 38' 18"W 349.93'
(PLAT = 350')

589° 38' 18"W 124.97'
(PLAT = 125')

589° 38' 18"W 124.97'
(PLAT = 125')

589° 38' 18"W 124.97'
(PLAT = 125')

589° 38' 18"W 124.97'
(PLAT = 125')

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(PLAT = 125')

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(PLAT = 125')

589° 38' 18"W 124.97'
(PLAT = 125')

589° 38' 18"W 124.97'
(PLAT = 125')

GANGES STREET

ASPHALT PAVED PUBLIC ROAD
50' RIGHT-OF-WAY PER PLAT OF RECORD

589° 38' 18"W 349.93'
(PLAT = 350')

589° 38' 18"W 349.93'
(PLAT = 350')

589° 38' 18"W 349.93'
(PLAT = 350')

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589° 38' 18"W 349.93'
(PLAT = 350')

589° 38' 18"W 349.93'
(PLAT = 350')

JONQUIL STREET

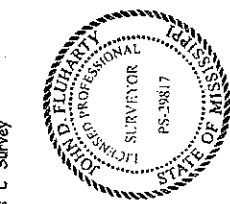
ASPHALT PAVED PUBLIC ROAD
50' RIGHT-OF-WAY PER PLAT OF RECORD

1" PIPE
FOUND

500° 31' 54"E
49.49'
(PLAT = 50')

1" PIPE
FOUND
(BENT)

BLOCK 51



John D. Fluharty, PS
Field Surveyed June 10, 2019
Mississippi Class "C" Survey

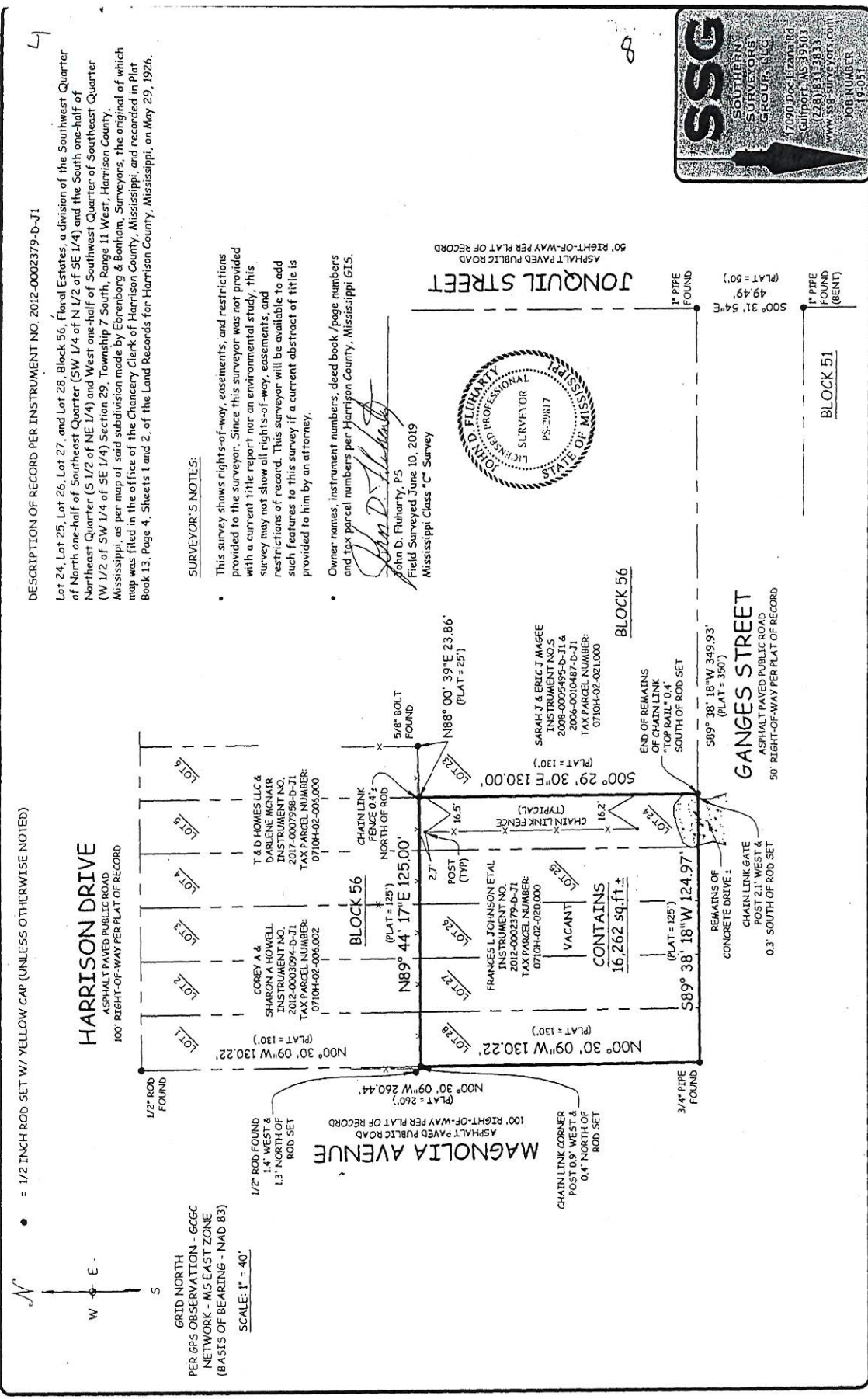
SURVEYOR'S NOTES:

- This survey shows rights-of-way, easements, and restrictions provided to the surveyor. Since this surveyor was not provided with a current title report nor an environmental study, this survey may not show all rights-of-way, easements, and restrictions of record. This survey will be available to add such features to this survey if a current abstract of title is provided to him by an attorney.
- Owner names, instrument numbers, deed book / page numbers and tax parcel numbers per Harrison County, Mississippi GIS.

DESCRIPTION OF RECORD PER INSTRUMENT NO. 2012-0002379-D-11

Lot 24, Lot 25, Lot 26, Lot 27, and Lot 28, Block 56, Floral Estates, a division of the Southwest Quarter of North one-half of Southeast Quarter (SW 1/4 of NE 1/2 of SE 1/4) and the South one-half of Northeast Quarter (S 1/2 of NE 1/4) and West one-half of Southwest Quarter of Southeast Quarter (W 1/2 of SW 1/4 of SE 1/4) Section 29, Township 7 South, Range 11 West, Harrison County, Mississippi, as per map of said subdivision made by Eberhard & Bonham, Surveyors, the original of which map was filed in the office of the Chancery Clerk of Harrison County, Mississippi, and recorded in Plat Book 13, Page 4, Sheets 1 and 2, of the Land Records for Harrison County, Mississippi, on May 29, 1926.

SSG
SOUTHERN
SURVEYORS
GROUP, LLC
17090 Doc Lizana Rd.
Gulfport, MS 39503
(228) 831-3833
www.ssg-surveyors.com
JOB NUMBER
19-051



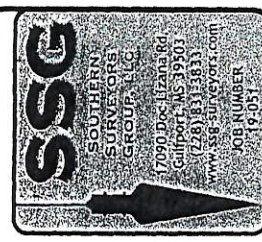
DESCRIPTION OF RECORD PER INSTRUMENT NO. 2012-0002379-D-J1

Lot 24, Lot 25, Lot 26, Lot 27, and Lot 28, Block 56, Floral Estates, a division of the Southwest Quarter of North one-half of Southeast Quarter (SW 1/4 of N 1/2 of SE 1/4) and the South one-half of Northeast Quarter (S 1/2 of NE 1/4) and West one-half of Southwest Quarter of Southeast Quarter (W 1/2 of SW 1/4 of SE 1/4) Section 29, Township 7 South, Range 11 West, Harrison County, Mississippi, as per map of said subdivision made by Ebenborg & Bonham, Surveyors, the original of which map was filed in the office of the Chancery Clerk of Harrison County, Mississippi, and recorded in Plat Book 13, Page 4, Sheets 1 and 2, of the Land Records for Harrison County, Mississippi, on May 29, 1926.

SURVEYOR'S NOTES:

- This survey shows rights-of-way, easements, and restrictions provided to the surveyor. Since this surveyor was not provided with a current title report nor an environmental study, this survey may not show all rights-of-way, easements, and restrictions of record. This surveyor will be available to add such features to this survey if a current abstract of title is provided to him by an attorney.
- Owner names, instrument numbers, deed book /page numbers and tax parcel numbers per Harrison County, Mississippi GIS.

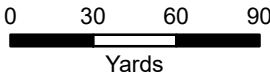
John D. Fluharty, P.S.
Field Surveyed June 10, 2019
Mississippi Class "C" Survey



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



- Legend**
- Site
 - Adjacent Properties
 - Street
 - Buildings



1 inch = 208 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			Adjacent Property Owners				
	136675	0710H-02-058.001	AFFORDABLE INVEST PROPERTIES LLC	57 53RD ST	GULFPORT	MS	39507
	47187	0710H-02-058.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	47290	0710H-01-047.000	BAYOU RENTAL PROPERTIES INC	445 TEAGARDEN RD	GULFPORT	MS	39507
	47186	0710H-02-059.000	BRELAND GREGORY & ANNETTE	12474 HOLLIMAN CIR	GULFPORT	MS	39503
N	90639	0710H-02-022.000	DAVIS WILLIAM L JR & LYDIA C	4601 36TH AVE	GULFPORT	MS	39501
N	102844	0710H-02-006.001	DAVIS WILLIAM L JR & LYDIA C	4601 36TH AVE	GULFPORT	MS	39501
	103344	0710H-02-022.002	DAVIS WILLIAM L JR & LYDIA C	4601 36TH AVE	GULFPORT	MS	39501
	47189	0710H-02-056.000	FOXWORTH KEN & HATTIE	3620 SABINE ST	GULFPORT	MS	39501
	47179	0710H-02-039.000	HA RANDY MINH	7933 ROESBORO CIR	SACRAMENTO	CA	95825
	47185	0710H-02-060.000	HAWKINS TAMIKA & CHARLES VINCENT JR	404 TABOR ST	WAVELAND	MS	39576
	109652	0710H-02-038.001	HERSEY DEMETRICE M	187 JOHN EVANS ROAD	PETAL	MS	39465
N	116953	0710H-02-018.001	HIDLEBURG RICHARD E & LYNETTE	3810 GANGES ST	GULFPORT	MS	39501
	47223	0710H-02-018.000	HIDLEBURG RICHARD E & LYNETTE	3810 GANGES ST	GULFPORT	MS	39501
	90634	0710H-01-049.000	HOWELL JINNIE O	3506 HARRISON DR	GULFPORT	MS	39501
	130646	0710H-02-006.002	HOWELL SHARON A	7124 SMITH RD	LONG BEACH	MS	39560
	47188	0710H-02-057.000	JASPER MINNIE P & JAMES	489 MAPP RD	DECATUR	MS	39327
	47219	0710H-02-020.000	JOHNSON JANET & EVELYN KENNEDY	1655 FLATBUSH AVE APT B-809	BROOKLYN	NY	11210
	47221	0710H-02-007.000	JOHNSON LOLA K	P O BOX 2517	GULFPORT	MS	39502
	47293	0710H-01-050.000	JONES CALLIE	3502 HARRISON DR	GULFPORT	MS	39501
	47218	0710H-02-021.000	MAGEE SARAH J	3704 GANGES STREET	GULFPORT	MS	39501
	109452	0710H-01-047.001	MISSISSIPPI FIDELITY III LLC	1604 ENGLISH OAK ST	LAS VEGAS	NV	89117
	90642	0710H-02-038.000	NICHOLS CHAD B	1502 MILL RD	GULFPORT	MS	39507
	47178	0710H-02-040.000	PATTON BRETT & RAY	14034 REMINGTON DR	GULFPORT	MS	39503
	47171	0710H-02-041.000	PHAM KIM -TRUSTEE-	5631 NORTHWOOD DR	RIVERSIDE	CA	92509
N	47173	0710H-02-054.000	POWELL TIMOTHY	3603 LAVENDER ST	GULFPORT	MS	39501
	130325	0710H-02-041.002	POWELL TIMOTHY	3603 LAVENDER ST	GULFPORT	MS	39501
N	47174	0710H-02-053.000	POWELL TIMOTHY & RODENA	3603 LAVENDER ST	GULFPORT	MS	39501
	47172	0710H-02-055.000	POWELL TIMOTHY & RODENA	3603 LAVENDER ST	GULFPORT	MS	39501
	47220	0710H-02-008.000	SIMMONS DAMARIS & HERMAN 3RD EST	11205 HENDRY RD	GULFPORT	MS	39503
	47214	0710H-02-006.000	T & D HOMES LLC & DARLENE MCNAIR	16786 TY RIDGE RD	GULFPORT	MS	39503
	47222	0710H-02-019.000	WILSON CAROLA -EST- & CORA JEAN	3710 GANGES STREET	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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2206PC100:

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2206PC100

Hearing Date: May 26, 2022

Current Zoning/Use: T6 / Commercial building

Legal: Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

TECHNICAL DETAILS

The applicant requests Planning Commission approval for a boat building use on the site. More specifically, they are requesting fabrication of autonomous vehicles. In the application, it is not stated by the applicant the type of boat they will be manufacturing. The commercial building is set up like a shopping center and could not accommodate building big boats on site.

EXECUTIVE SUMMARY

There are many unknowns with the proposed use. Manufacturing uses are allowed by right in our industrial zones and with Planning Commission approval in a T6 / B-2 (General business). Typically, with manufacturing the process generates a lot of noise that would be a nuisance to a residential neighborhood and some businesses. These types of cases are presented to the Planning Commission with the intent for the board to protect neighborhoods, to protect businesses, and prevent the intrusion of one another. The board should also keep in mind that Planning Commission approval stays with the land, which would mean that another manufacturer would be allowed when this particular use goes away. Therefore; considering the lack of information about the size of autonomous vehicles being built, it would not be ideal for this use to be in a shopping center.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/18/2022.

Public Works: No comments as of 5/18/2022.

Traffic and Safety: No conditions. Memo dated 5/12/2022.

Building Code Services: No comments as of 5/18/2022.

GIS: No conditions. Memo dated 5/17/2022.

Police Department: No conditions. Memo dated 5/16/2022.

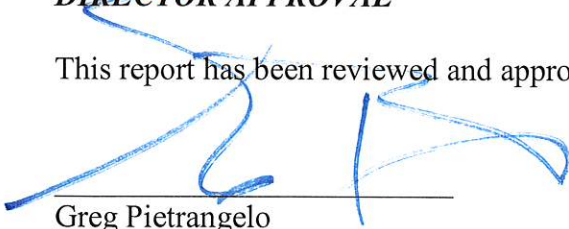
Technical Report
PLANNING COMMISSION APPROVAL

Fire Department: No conditions. Memo dated 5/13/2022.

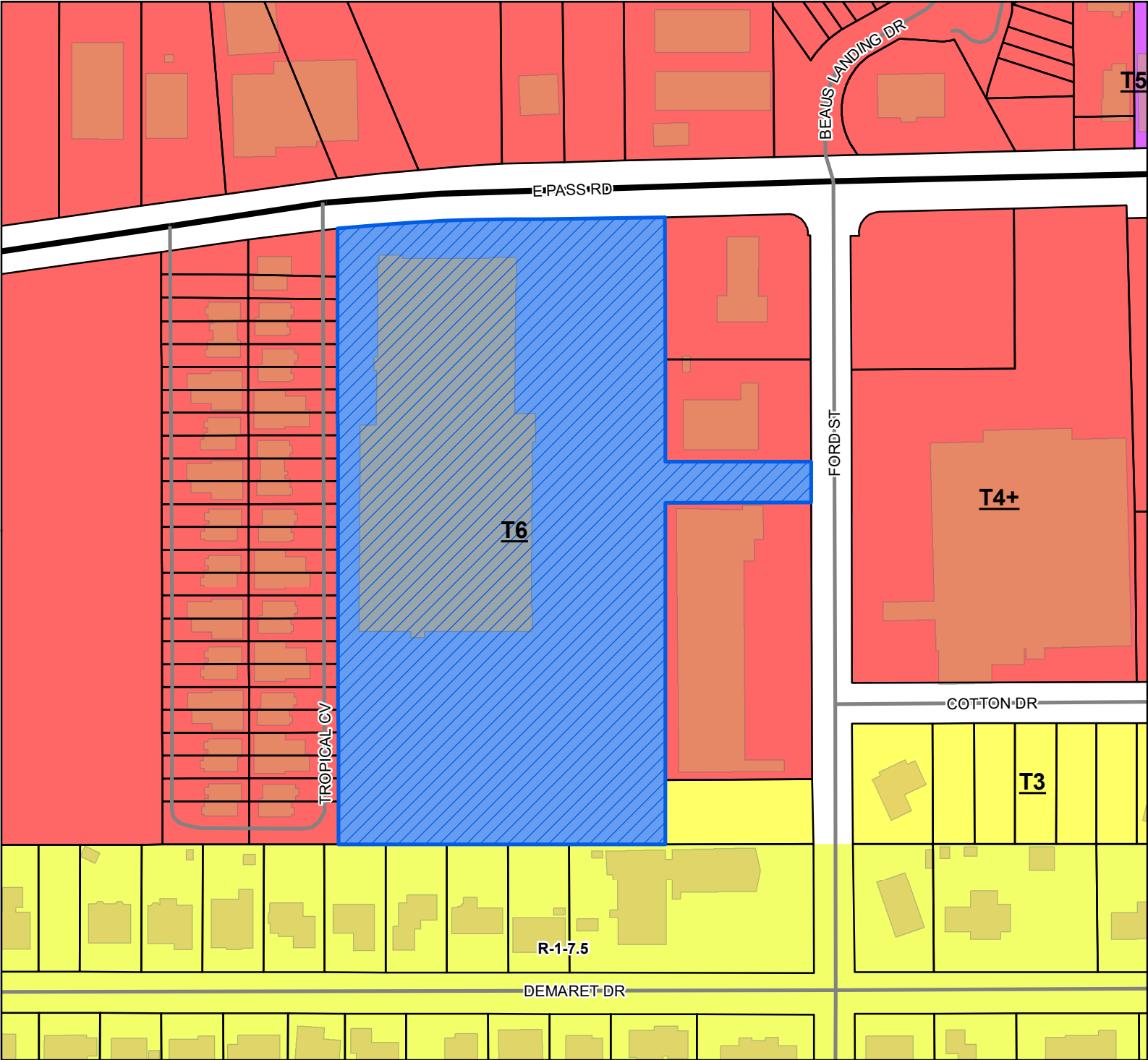
City Arborist: No conditions. Memo dated 5/13/2022.

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

T6

T5

T4+

T3

Zoning

R-1-7.5 - Single Family

Residence District (Low Density)

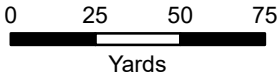
Site Information

1010G-03-018.000

Zoning: T6 (Urban Core Zone)

Size: 7.23 acres

Flood: X



1 inch = 170 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.

475.00



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

For Staff Use Only

Case Number: 2206 PC 100Date Received: 4/14/22

Receipt Number: _____

Received By: mwZoning: TleWard: 2 Flood: XSize: 7.23 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

1	0	1	0	G

 -

0	3

 -

0	1	8

 •

0	0	0

Address of Property Involved: 1909 East Pass Road Gulfport, MS 39507 st 2ndLot(s) ^{n/a} _____, Block(s) ^{n/a} _____, Subdivision ^{n/a} _____General Location: South of Pass Road, East of Cowan Lorraine

GENERAL DESCRIPTION OF REQUEST:

Short term lease agreement with Ocean Aero to allow fabrication of the autonomous vehicle until their permanent location is complete at the Port of Gulfport.

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

1909 East Pass Road LLC. (Business Owner)

Printed Name of Owner

1909 East Pass Road

Mailing Address

Gulfport, MS 39507

City

228363-2819

State

Zip code

Home Phone

Work/Cell Phone

jourdan@nicaudfoods.com

Email

Signature of Owner

AGENT

Ocean Aero (Company leasing)

Printed Name of Agent

50 East Pier Road

Mailing Address

Gulfport, MS 39501

City

303-885-8732

State

Zip code

Home Phone

Work/Cell Phone

liz.marthouse@oceanaero.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
1909 East Pass Road, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1167858
Status:	Good Standing
Effective Date:	02/05/2019
State of Incorporation:	Mississippi
Principal Office Address:	4051 Gautier Vancleave Rd Gautier, MS 39553

Registered Agent

Name
Jourdan Nicaud 849 Scenic Drive Pass Christian, MS 39571

Officers & Directors

Name	Title
Jordan Mathews 2355 Pass Road Biloxi, MS 39531	Organizer
Jordna Nicaud 849 Scenic Drive Pass Christian, MS 39571	Manager
James H Horne 4051 Gautier Vancleave Rd Gautier, MS 39553	Member
David Richards 4051 Gautier Vancleave Rd Gautier, MS 39553	Member



Designation of Agent

I, 1909 E. Pass Rd, LLC, being owner of the property 1909 E Pass Rd GPT, MS 39507
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Ocean Aero, Inc. to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

4-11-22

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 11th day of April, 20 22



Notary Public

1-21-26

Commission Expiration

1909 East Pass Road LLC. - Owner

Ocean Aero- Tenant

Explain how the site plan is appropriate with regard to:

- Transportation **Pass Road, City of Gulfport**
- Water Supply **City of Gulfport**
- Waste disposal **Waste Pro**
- Fire and Police Protection **City of Gulfport**
- Other public facilities **Access to other pertinent facilities within the City of Gulfport**
- Why the proposal will not cause undue traffic congestion or create a traffic hazard. **This proposal will not cause any more traffic than normal**
- Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located. **Commercial use in the area and will use what is already there.**

8190123



1st Judicial District
Instrument 2019-1532-T-31
Filed/Recorded 02/27/2019 10:36 AM
Total Fees \$17.00
10 Pages Recorded

e-RECORDED ORIGINAL

Space Above This Line For Recording Data

This document was prepared by Operations Department, Lucro Commercial Solutions, LLC, 3692 Coolidge Drive, Tallahassee, FL 32311, (228) 385-5500

Return To: Business Services, Keesler Federal Credit Union, 13083B Seaway Road, Gulfport, MS 39503

INDEXING INSTRUCTIONS. Lot 2, Blk 17, Great Southern Golf Estates, Unit 3, located in Sec. 29-7-10,

RETURN TO: Schwartz, Orgler & Jordan, 2355 Pass Road, Biloxi, MS, 39531 (228) 388-7441

DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is February 26, 2019. The parties, their addresses and phone numbers are:

GRANTOR:

1909 EAST PASS ROAD, LLC

A Mississippi Limited Liability Company

PO Drawer 1238

Gautier, MS 39553

228-363-2819

TRUSTEE:

WILLIAM LEE GUICE

P. O. Box 1925

Biloxi, MS 39530

Telephone: 228-374-2313

LENDER:

KEESLER FEDERAL CREDIT UNION

Organized and existing under the laws of the United States of America

13083B Seaway Road

Gulfport, MS 39503

Telephone: (228) 385-5500

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

The property is located in Harrison County at 1909 East Pass Road, Gulfport, Mississippi 39507.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

1909 East Pass Road, LLC
Mississippi Deed Of Trust
MSMXBSARVIS0000000001828030N

Wolters Kluwer Financial Services ©1996, 2018 Bankers
Systems™

Initials
Page 1

On

JB

JB

Space Above This Line For Recording Data

This document was prepared by Operations Department, Lucro Commercial Solutions, LLC, 3692 Coolidge Drive, Tallahassee, FL 32311, (228) 385-5500

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ON

J.B.W.

[Signature]

2

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated February 26, 2019, from Grantor to Lender, with a loan amount of \$2,843,575.00 and maturing on March 15, 2029.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Grantor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

9. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Grantor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law

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by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

14. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best, at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by Mississippi Code § 89-1-55, in effect at the time of the proposed sale.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing



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default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the

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Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

17. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. **INSURANCE.** Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could



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obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

19. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow at this time.

20. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

21. WAIVERS. Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.

22. USE OF PROPERTY. Grantor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Grantor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Grantor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

23. FIXTURE FILING. Grantor gives to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument constitutes a financing statement and is to be recorded in the real estate records.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Mississippi, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other

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address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

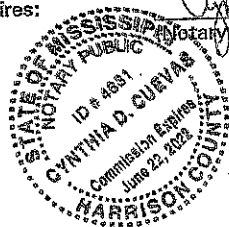
1909 East Pass Road, LLC

By [Signature] Date 2/26/19
Jourdan Nicaud, Manager
By [Signature] Date 2/26/19
David A. Richards, Manager
By [Signature] Date 2/26/19
James H. Horne, Manager

ACKNOWLEDGMENT.

State Mississippi OF Mississippi County Harrison ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of February, 2019, within my jurisdiction, the within named Jourdan Nicaud, who acknowledged that he/she is Manager of 1909 East Pass Road, LLC, a Limited Liability Company and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:



[Signature] JBN [Signature]

State OF Mississippi, County OF Harrison ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of February, 2019, within my jurisdiction, the within named David A. Richards, who acknowledged that he/she is Manager of 1909 East Pass Road, LLC, a Limited Liability Company and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

Cynthia D. Cuevas
(Notary Public)



State OF Mississippi, County OF Harrison ss.
Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of February, 2019, within my jurisdiction, the within named James H. Horne, who acknowledged that he/she is Manager of 1909 East Pass Road, LLC, a Limited Liability Company and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

Cynthia D. Cuevas
(Notary Public)



DR JBN [Signature]

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EXHIBIT A
LEGAL DESCRIPTION

TRACT 1: All of Grantors' fee simple interest in and to those certain parcels or lots of land located in Harrison County, First Judicial District, Mississippi, more particularly described below, including all improvements thereon and all of Grantor's right, title and interest in all leases attaching thereto.

PARCEL NO. 1: The east 250 feet of the west 538.4 feet of Lot 2, Block 17 of GREAT SOUTHERN GOLF ESTATES SUBDIVISION, Unit 3, Section 29, Township 7 South, Range 10 West, according to the map or plat thereof on file and of record in Plat Book 20, page 32 of the Records of Harrison County, Mississippi.

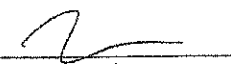
PARCEL NO. 2: The east 150 feet of the west 688.4 feet of Lot 2, Block 17, of GREAT SOUTHERN GOLF ESTATES SUBDIVISION, Unit 3, in Section 29, Township 7 South, Range 10 West, according to a map or plat thereof on file and of record in Plat Book 20, page 32 of the Records of Harrison County, Mississippi.

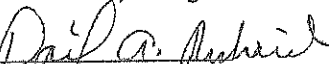
PARCEL NO. 3 Commencing at the corner common to Section 29, 30, 31 and 32, Township 7 South, Range 10 West, Harrison County, Mississippi, run thence North 89 degrees 53 minutes East 1023.4 feet to a concrete marker on said section line which is the southwest corner of the property conveyed to Handsboro United Methodist Church, thence run North 0 degrees 21 minutes east 469.0 feet to a point of beginning. From the point of beginning run north 89 degrees 53 minutes east 179.7 feet to the west right of way of Ford Street; thence run South 0 degrees 07 minutes west 50.0 feet along the west right of way of Ford Street; thence run South 89 degrees 53 minutes west 179.9 feet; thence run North 0 degrees 21 minutes east 50.0 feet to the POINT OF BEGINNING. Being a part of Lot 2, Block 17 of GREAT SOUTHERN GOLF ESTATES SUBDIVISION, Unit 3, Section 29, Township 7 South, Range 9 West, according to the map or plat thereof on file and of record in Plat Book 20, page 32 of the Records of Harrison County, Mississippi.

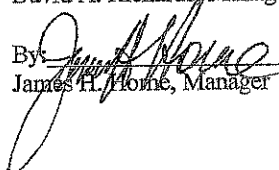
Being the same property conveyed to Khanh Dinh Vu and Phuong-Anh Cao Vu in Instrument Number 2004-2484 D-J1, to Village Square Mall, LLC, by Instrument Number 2005-15034 D-J1 and to Village Square Gulfport, LLC, by Instrument Number 2019 569-D-J1.

Tax Parcel Number: 1010G-03-018.000

1909 East Pass Road, LLC

By: 
Jourdan Nicaud, Manager

By: 
David A. Richards, Manager

By: 
James H. Horne, Manager

OPERATING AGREEMENT
OF
1909 EAST PASS ROAD, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

OPERATING AGREEMENT
OF
1909 EAST PASS ROAD, LLC

THIS OPERATING AGREEMENT is made and entered into effective as of the 5th day of February, 2019, by and among **1909 East Pass Road, LLC**, a Mississippi limited liability company (the "Company"), **Jourdan Nicaud, James H. Horne, and David A. Richards** as the "Managers" (as hereinafter defined), and **Nicaud P.C., LLC and Handy Lock Holding, Inc.** as the Members (as hereinafter defined), and each person and entity who shall hereafter be admitted as a Member.

W I T N E S S E T H:

WHEREAS, the Members desire to form a Mississippi limited liability company; and

WHEREAS, the Members desire to have no liability to third parties to the fullest extent provided under the Mississippi Limited Liability Company Act; and

WHEREAS, the parties hereto desire to set out in this Operating Agreement ("Operating Agreement") their mutual understandings and agreements regarding the operations of the Company and certain other matters.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE ONE
DEFINITIONS

1.1 Definitions. The following capitalized terms used in this Operating Agreement shall have the following respective meanings (unless otherwise expressly provided herein):

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.

"**Capital Account**" means the accounts determined and maintained by the Company on behalf of each Member in accordance with Section 3.8.

"**Capital Contribution**" means the amount of any contribution (as defined in the Mississippi Act) to the capital of the Company in cash or fair market value of property (determined as of the date of contribution) by a Member whenever made, including pursuant to ARTICLE THREE.

"**Certificate of Formation**" means the Certificate of Formation of the Company, as filed with the Secretary of State of Mississippi, as the same may be amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, including effective date and transition rules (whether or not codified), and any successor thereto. Any reference to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of succeeding law.

"Distributable Cash" for any Fiscal Year means any and all cash, revenues, proceeds and funds received by the Company from any one or more of the Company's operations (other than Capital Contributions), financings (whether or not such financings are secured by all or any assets of the Company), and sale or other disposition of all or any part of the Company's Property, all of which funds are not needed for the continuing operations of the Company (as determined by the Managers) and are available for distribution to the Members, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid or required to be paid to lenders; (ii) all cash expenditures, including, without limitation, expenditures for taxes, management fees, maintenance, capital improvements, salaries and wages (whether paid to Members or persons or entities not parties to this Agreement) incurred incident to the organization and operation of the Company's business; and (iii) Reasonable Reserves set aside or allocated by the Managers from time to time. Depreciation and other non-cash charges shall not be considered in determining Distributable Cash. Any available cash in reduction of any Reserve not considered a return of capital shall be considered Distributable Cash.

"Economic Interest" means a Member's share of one or more of the Company's Net Income, Net Losses and distributions of the Company's Property pursuant to this Operating Agreement and the Mississippi Act, but shall not include any right to vote on, consent to or otherwise participate in the business and affairs of the Company.

"Economic Interest Owner" means the owner of an Economic Interest who is not a Member.

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

"Majority in Interest" means the Membership Interests of a particular group of Members which, taken together, exceed Fifty One Percent (51.00 %) of the aggregate of all Membership Interests of such group.

"Majority Vote" shall mean the written consent or affirmative vote of a Majority in Interest of the Voting Members.

"Manager" shall mean the Person or Persons so named in or elected pursuant to this Operating Agreement or any successor.

"Member" means each Person listed as a Member on the signature pages hereof (with the initial Members (excluding the "Removed Member") also being listed on **Exhibit "A"**), and each Person who has been admitted to the Company as a Member as provided in Section 3.3, ARTICLE NINE and ARTICLE TEN.

"Membership Interest" means a Member's entire interest in the Company, including the Member's Economic Interest and Voting Rights.

"Membership Unit" is the measure of an Ownership Interest and is allocated to the Members as set forth on **Exhibit A** attached hereto.

"Mississippi Act" means the Mississippi Limited Liability Company Act as set forth in the Mississippi Statutes and Code, as currently amended.

"Net Income" and "Net Losses" for each Fiscal Year means the Company's taxable income or loss determined in accordance with Code Section 703(a) for that Fiscal Year (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss) with the following adjustments to be made solely for purposes of maintaining Capital Accounts: (i) such Net Income and Net Losses will be computed as if items of tax-exempt income and nondeductible, noncapital expenditures (under Code Section 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss; (ii) that any items specially allocated pursuant to ARTICLE FIVE hereof shall not be taken into account in computing Net Income or Net Losses; (iii) if any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company Property is revalued in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) or as otherwise required by the Treasury Regulations, Net Income and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation; and (iv) credits or debits to Capital Accounts due to a revaluation of Company Property in accordance with Regulations Section 1.704-1(b)(2)(iv)(f), or due to a distribution of noncash assets as provided in Subparagraph 11.3(b)(5) hereof, will be taken into account as gain or loss from the disposition of such Property for purposes of computing Net Income and Net Losses. Notwithstanding any other provisions of this Operating Agreement, any items which are specially allocated pursuant to the Treasury Regulations promulgated under Code Section 704(b) shall not be taken into account in computing Net Income or Net Losses.

"Non-Voting Member" means the owner of an Economic Interest who is a Member but does not possess Voting Rights.

"Ownership Interest" means the ownership percentage of the Company as reflected by the total of all outstanding Membership Interests and Economic Interests of the Company. All outstanding Ownership Interests shall never exceed one hundred (100%) percent at any time. The current Ownership Interests of the Company are as set forth on Exhibit "A" attached hereto and hereby incorporated herein.

"Permitted Transferee" means (i) an existing Member; (ii) a Member or Members of the Transferring Owner's Immediate Family; (iii) a trust for the primary benefit of some or all of the Transferring Owner's Immediate Family; and (iv) an entity, including, without limitation, any general partnership, limited partnership, limited liability company, corporation or association, owned in its entirety by Permitted Transferees. For purposes of this Agreement, "Immediate Family" is defined as a child or lineal descendant of the Transferring Owner. Each of the words "child" or a "descendant of a child" shall be deemed to include an adopted child or children irrespective of any provisions of law establishing a contrary presumption. Immediate Family does not include spouses of Members or spouses of other persons included in the Immediate Family.

"Person" means any individual or entity, including, without limitation, any domestic or foreign general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, business organization, employee benefit plan or other enterprise or legal entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

"Prime Rate" shall mean the rate of interest per annum publicly announced by the Company's primary banking institution, as its prime lending rate, as in effect from time to time. The Prime Rate is not necessarily the best or lowest rate of interest charged by such institution.

"Property" at any particular time, shall mean the interest in all real and personal property of the Company and any other assets or property (tangible or intangible, choate, inchoate, fixed or contingent, including cash and cash equivalents) of the Company.

"Representative" shall mean the legal representative or successor of any Member which is an entity, the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets, the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or a spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than twenty-one (21) years.

"Reserves" shall mean with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient or necessary by the Managers to meet the needs of the business of the Company, or for the expansion of or reinvestment in the business of the Company, including, without limitation, funds set aside or amounts allocated for (i) working capital to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business, (ii) contingent and unforeseen liabilities incurred in the ownership or operation of the Company's business, in each case which may become due and payable within any period and for which the cash to make such payments may not be generated by operations during the period, and (iii) investment in activities or properties related to the business of the Company.

"Securities Act" means the Securities Act of 1933, as amended.

"Tax Decisions" means the determination: (i) based on advice of counsel, to amend the provisions of this Operating Agreement to the minimum extent necessary to ensure that the allocations set forth in ARTICLE FIVE hereof for federal income tax and Capital Account purposes are respected by the Internal Revenue Service and otherwise remain in compliance with applicable law; (ii) to make any election required or permitted to be made by the Company under the Code including, without limitation, an election under Code Section 754; (iii) to change the accounting method or Fiscal Year of the Company for tax purposes; (iv) to cause a revaluation of the Company's Property, consistent with Treasury Regulations Section 1.704-1(b)(2)(iv)(f); and (v) of any other matter relating to Company tax accounting or other tax issues.

"Transfer" means any sale, gift, assignment, exchange, conveyance, transfer, liquidation, pledge, encumbrance or alienation of all or any part of an Ownership Interest (whether or not by operation of law, except in the case of bankruptcy).

"Transferee" means the recipient of an Ownership Interest in a Transfer.

"Transferring Owner" means a Member who desires to effect or has effected a Transfer, for consideration or gratuitously, of all or any portion of his Ownership Interest.

"Treasury Regulations" or **"Regulations"** shall mean the Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Unanimous Vote" shall mean the written consent or affirmative vote of all of the Members, without regard to Membership Interests.

"Voting Member" means the owner of a Membership Interest.

"Voting Rights" means a Member's right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted Members pursuant to this Operating Agreement or the Mississippi Act.

1.2 Interpretation. The terms defined in this ARTICLE ONE shall include the plural as well as the singular. Other capitalized terms used in this Operating Agreement and not defined in this ARTICLE ONE shall have the meanings ascribed to such terms elsewhere in this Operating Agreement. Some lower case terms that appear throughout this Operating Agreement also appear above in this ARTICLE ONE and elsewhere in this Operating Agreement as capitalized terms. Only when such terms appear as capitalized terms shall such terms have the meanings ascribed to such capitalized terms in this Operating Agreement.

ARTICLE TWO FORMATION OF COMPANY

2.1 Formation. The Company was formed as a Mississippi limited liability company by executing and filing a Certificate of Formation with the Mississippi Secretary of State's Office. The Members and Managers shall execute such further documents (including amendments to the Certificate of Formation) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states, countries and other jurisdictions where the Company may conduct its business.

2.2 Name. The name of the Company is **1909 East Pass Road, LLC**.

2.3 Purpose. The business and purposes of the Company shall be any business permitted by the Mississippi Act. In carrying out the purposes of the Company, the Company activities will include, without limitation, investing, acquiring, managing, operating and disposing of the Property; owning, holding, developing, renting, operating, selling or otherwise disposing of the Property for profit; entering into and executing any lease, contract, agreement, deed, mortgage or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, option or refinance the Property; borrowing money and executing promissory notes; and securing the same by deeds of trust upon the Property; renewing or extending any and all loans or notes and conveying the Property in fee simple by deed, lease, mortgage or otherwise; entering into any other ventures that the Managers may decide; carrying on any and all activities related to the foregoing; and engaging in such activities as the Managers shall determine. Specifically, this Company shall own, develop, operate, and/or manage the real property commonly described as 1909 East Pass Road, Gulfport, MS 39507.

2.4 Principal Place of Business. The principal place of business of the Company within the State of Mississippi is 1909 East Pass Road, Gulfport, MS 39507. The Company may locate its places of business and registered office at any other place as the Managers or a Majority in Interest of the Members may from time to time deem advisable.

2.5 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent, Jourdan Nicaud, located at 849 Scenic Drive, Pass Christian, MS 39571. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Mississippi pursuant to the Mississippi Act and the applicable rules promulgated thereunder.

2.6 Term. The Company shall become effective at the time that the Certificate of Formation is filed in the Office of the Mississippi Secretary of State, and shall continue thereafter in perpetuity unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Mississippi Act (the "Term").

2.7 Tax Treatment. It is the intention of the Members that the Company constitute a disregarded entity for purposes of federal and state income taxation so long as there is only one member. In the event that more than one member of the Company is present the same shall be treated as a "partnership"

for income tax purposes. It is further the intention of the parties that the Removed Member shall not be entitled to receive any depreciation or tax benefits from the Company.

ARTICLE THREE CONTRIBUTIONS, MEMBERS' OWNERSHIP INTERESTS AND CAPITAL ACCOUNTS

3.1 Identification of Initial Members. The names and addresses of the initial Members (excluding the Removed Member) are set forth on **Exhibit "A"** attached hereto and incorporated herein by reference.

3.2 Capital Contributions.

(a) **Initial Capital Contributions.** Each Member has made an initial Capital Contribution to the Company in the amount of cash or the net agreed value of assets set forth opposite his name in **Exhibit "A"** attached hereto and incorporated herein by reference.

(b) **Additional Contributions.** The Members acknowledge and agree that the income generated from the Company's operations may be insufficient to pay all of the costs of the Company's operations and to deliver the services contemplated hereunder. Upon determination of the Managers that additional funds are necessary or appropriate for conduct of any or all of the Company's business ("Capital Call Determination"), including expansion or diversification, *and* if said request for additional funds is approved by a Majority in Interest of the Voting Members, the Managers shall have the option to first seek and exhaust all reasonable sources of outside financing for the Company from such credit or lending institutions determined appropriate by the Managers. It requires the consent of the Majority in Interest of the Voting Members to approve additional capital contributions.

(1) In the event outside financing is necessary, Members or owners of the Members may be required to personally sign for a pro rata portion of such funds. Members (or a Member's owner, as the case may be) must provide the Company with appropriate documentation and execute such guaranty or line of credit for the benefit of the Company or may be expelled for cause. In order to expel such Member for cause, the Company shall convene a special meeting for said purpose to be notice by the Managers or any Member, and the same shall be voted upon by all Members present. It shall require a Majority in Interest of the Voting Members to expel any such Member for cause, and any Member so expelled shall be treated as a Deceased Member as defined herein, and said Member's interest shall also be subject to reductions in value as described in Section 3.2(b)(3)(c), prior to the calculation of said Members interest .

(2) In the event that outside financing is denied or is inadequate to cover the additional funds necessary or appropriate for the conduct of the Company's business, such additional funds shall be advanced to the Company by the Members in proportion to their Ownership Interests in the Company. The Managers shall have the option to treat such additional funds advanced to the Company as a loan or an equity contribution from the Members, based upon the vote of a Majority in Interest of the Voting Members.

(3) Upon the making of such Capital Call Determination as described in subsection (2) above, each Member shall deliver to the Company his, her, or its pro rata share of the additional funds needed by the Company no later than thirty (30) days following the date of such vote. Interest shall accrue to the Company on the amounts due commencing on the thirty first day following the date of such vote, at the rate of Eight Percent (8%) per annum. In the event any Member fails to contribute his, her, or it's pro rata share within ninety (90) days following such vote, at the discretion of the Managers, the Company shall have the option to:

- (A) bring an action to collect such indebtedness;
- (B) take any other action allowed by law or provided by this Agreement;

(C) increase, pro rata, the Ownership Interests of the Members making such additional Capital Contributions and reduce, pro rata, the Ownership Interests of the Members electing not to make such additional Capital Contributions. In such event, the Members contributing the additional capital for the Members who failed to do so shall receive a increase of \$2.00 for every \$1.00 of additional capital they contribute, and their capital account shall be increased accordingly, and the corresponding capital account for the Members who failed to contribute shall be decreased accordingly by \$2.00 for every \$1.00 that other Members contribute. All Members shall be allowed to participate ratably in the contributions.

(4) None of the terms, covenants, obligations or rights contained in this Section is, or shall be, deemed to be for the benefit of any person or entity other than the Company, and no third person shall, under any circumstances, have any right to compel any actions or payments by the Members.

3.3 Right to Raise Additional Capital. If at any time and from time to time additional funds are required by the Company for or in respect to its business for any of its obligations, expenses, costs, liabilities or expenditures, the Members may by an affirmative vote of a Majority in Interest of the Voting Members sell additional Ownership Interests and admit additional Members to the Company upon the terms and conditions and, subject to Section 10.2, for such prices as a Majority in Interest of the Voting Members may determine in its sole discretion, provided that such Ownership Interests have first been offered to the existing Members in proportion to their then current Ownership Interests upon the same terms and conditions and for such a price as a Majority in Interest of the Voting Members proposes to sell such Ownership Interests to third parties. Any Person who acquires a Membership Interest which has been offered in accordance with the provisions of this Section 3.3 may be admitted to the Company as a new Member (or if such Person is already a Member, his Ownership Interest may be increased), and no further consent of such admission (or increase in an existing Member's Ownership Interest) by the existing Members shall be required. By virtue of this provision, an existing Member's Ownership Interest may be diluted or subordinated upon the sale of such additional Ownership Interests, and each Member hereby consents to such dilution or subordination provided the Members shall have complied with conditions of this Section 3.3.

3.4 Loans to the Company. If at any time and from time to time additional funds are required by the Company for or in respect to its business or any of the Company's obligations, expenses, costs, liabilities or expenditures, in lieu of raising such additional funds pursuant to Section 3.3, the Managers and a Majority in Interest of the Voting Members may cause the Company to borrow additional funds on such terms as the Managers and a Majority in Interest of the Voting Members may approve, from any bank, savings and Loan, other financial institution or Member, provided any Loan from a Member shall be on commercially reasonable terms. Any such loan to the Company by a Member shall not be a Capital Contribution to the Company, but shall be a debt due from the Company. Any such loan and any instruments related thereto shall be executed by the Managers in accordance with Section 6.3.

3.5 Application of Proceeds. The Managers are authorized to apply all Capital Contributions to the business of the Company with such priorities as it shall determine and as are consistent with the terms of this Agreement.

3.6 Interest on Capital Contributions. No interest shall be paid on any Capital Contribution. However, any advance of money to the Company by any Member in excess of the amounts provided for in this ARTICLE THREE as a Member's Capital Contribution shall not be deemed a Member's investment in the capital of the Company, but a debt due from the Company, and shall be repaid with interest at such rates,

not to exceed the lawful rates of interest allowable under Mississippi law for loans to a limited liability company and for the purposes made. Such debts may have such preference, priority or security position as may be permissible under law and as may be determined by the Managers.

3.7 Priority and Return of Capital. No Member shall have the right to withdraw or receive the return of all or any part of his Capital Account or Capital Contribution except as a result of dissolution or as otherwise provided in this Agreement. A Member shall not receive out of the Property any part of such Member's Capital Contribution or Capital Account until all liabilities of the Company, except liabilities to a Member or Members on account of their Capital Contributions, have been paid or there remains Property sufficient to pay them, except to the extent otherwise specifically provided herein. No Member shall have the right to demand and receive Property other than cash in return for his Capital Contribution or Capital Account or have priority as to such Capital Contribution or Capital Account or as to Net Income, Net Losses or distributions over any other Member, except to the extent otherwise specifically provided herein.

3.8 Capital Accounts.

(a) **Maintenance of Capital Accounts.** A Capital Account shall be determined and maintained for each Member in accordance with the federal income tax accounting principles of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time. Consistent with the foregoing, the Capital Account of each Member shall be credited with (i) the amount of money and the fair market value of any property (net of related liabilities) contributed by the Member as a Capital Contribution to the Company and (ii) such Member's share of income or gain (or portions thereof) of the Company, including income and gain exempt from tax. There shall be charged against each Member's capital account (i) the amount of money and the fair market value of any property (net of related liabilities) distributed to such Member and (ii) the share of loss and deduction (or portions thereof) attributed to such Member. The provisions of this Section and other applicable sections of this Agreement shall be construed in a manner consistent with Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) **Distributions of Property.** On the distribution of Property to a Member, prior to reducing such Member's Capital Account by the fair market value of the Property hereunder, the Capital Accounts shall first be adjusted to reflect the allocation of the unrealized gain or loss inherent in such Property (that has not previously been reflected in the Capital Accounts) as though the Property were sold on the distribution date at its fair market value.

(c) **Adjustments.** Adjustments to the Capital Accounts hereunder shall be made with reference to the Federal tax treatment of the item giving rise to the adjustment at the Company level without regard to any elective tax treatment of such items at the Member level.

(d) **Transfers.** Upon the Transfer hereunder of all or part of an Ownership Interest, other than a Transfer that terminates the Company as a "partnership" within the meaning of Code Section 708(b)(1)(B), the Capital Account of the Transferring Owner immediately prior to the effective date of the Transfer shall be allocated to the portion of the Ownership Interest then owned by it and the portion that is attributable to the transferred Ownership Interest will carry over to the Transferee. If a Transfer of all or part of a Member's Ownership Interest causes a termination of the Company as a "partnership" within the meaning of Code Section 708(b)(1)(B), all Members' Capital Accounts will be adjusted in accordance with Regulations Sections 1.704-1(b)(2)(ii)(b)(2) and 1.704-1(b)(2)(iv).

(e) **Compliance with Treasury Regulations.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to

liabilities that are secured by contributed or distributed property or that are assumed by the Company or Members), are computed in order to comply with such Regulations, the Managers may make such modifications as he deems reasonably necessary, provided that such modifications are not likely to have a material effect on the amounts distributable to any Member pursuant to ARTICLE ELEVEN of this Agreement upon the dissolution of the Company. The Managers shall also make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

3.9 Investment Representations. Each Member represents that the Member is acquiring Ownership Interests for investment purposes only for the account of the Member and has no present intention of selling Ownership Interests or otherwise participating, directly or indirectly, in a distribution of Ownership Interests.

ARTICLE FOUR DISTRIBUTIONS

4.1 Distribution of Distributable Cash. Subject to ARTICLE ELEVEN, cash distributions shall be made as follows:

(a) To the extent there is Distributable Cash, contemporaneously with the filing of the Company's federal return of income (Form 1065) for any taxable period, each Member shall receive, within sixty (60) days after the end of the fiscal year to which it relates, a mandatory annual distribution (the "Tax Burden Distribution") equal to (i) a portion of the net taxable income allocated to such Member with respect to such taxable period; multiplied by (ii) the highest combined effective federal and Mississippi income tax rate in effect for such taxable period; less (iii) the amount of any distribution to such Member with respect to such taxable period (other than distributions made pursuant to this Paragraph (a)).

(b) To the extent there is Distributable Cash following the Tax Burden Distribution, Distributable Cash shall be distributed not less frequently than annually to the Members in accordance with their respective Ownership Interest.

4.2 Distributions After the Fiscal Year End. A Majority in Interest of the Voting Members may, to the extent consistent with this Article, elect to have distributions made after the end of a Fiscal Year relate back to such Fiscal Year.

4.3 Withholding. The Company shall be authorized to withhold from amounts to be distributed to any Member hereunder any withholding required by the Code or any provision of any statute or state or local tax law, and to pay such amounts to the Internal Revenue Service or other appropriate taxing authority. Any such amounts withheld shall be treated as having been distributed to such Member for all purposes of this Operating Agreement.

4.4 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by the Mississippi Act.

4.5 Interest on and Return of Capital. No Member Owner shall be entitled to interest on its Capital Contribution or Capital Account or to return of its Capital Contribution or Capital Account, except as otherwise specifically provided for herein.

4.6 Consent to Distributions. The methods set forth in ARTICLE FOUR hereof for distributions are hereby expressly consented to by each Member as an express condition to becoming a Member.

ARTICLE FIVE ALLOCATIONS

5.1 General Allocations.

(a) **Net Income.** As of the end of each Fiscal Year, all Net Income (including all items of income and expense entering into the determination of Net Income) shall be allocated for both Capital Account and federal income tax purposes to the Members in proportion to their respective Ownership Interests. Each Member shall recognize that amount of Net Income (including all items of income and expense entering into the determination of Net Income) allocated to such Member. Notwithstanding any other provision herein to the contrary, any special allocations of income, expenses, losses or tax credits shall require the unanimous consent of the Members.

(b) **Net Losses.** As of the end of each Fiscal Year, and after giving effect to the special allocations set forth in Section 5.3, all Net Losses (including all items of income and expense entering into the determination of Net Losses) shall be allocated for both Capital Account and federal income tax purposes to the Members in proportion to their respective Ownership Interests. Each Member shall recognize that amount of Net Losses (including all items of income and expense entering into the determination of Net Losses) allocated to such Member.

(c) **Recapture.** Additionally, the amount of any recapture of tax credit shall be allocated among the Members in the same ratio as the tax credits giving rise to such recapture were allocated.

5.2 Dissolution. When the Company is dissolved and wound-up pursuant to this Operating Agreement, all items of income, gain, loss and deduction not previously allocated shall be allocated to the Members pursuant to this ARTICLE FIVE.

5.3 Partial Year Allocations. In the event that a new Member is admitted to the Company during the Company's Fiscal Year, or a Member Transfers all or a portion of an Ownership Interest during the Company's Fiscal Year, Net Income and Net Losses shall be allocated to the admitted Member or the Transferee in any manner permitted by Code Section 706 or the Treasury Regulations thereunder, as the Managers shall determine in his or its sole discretion.

5.4 Depreciation Recapture. Any depreciation recapture recognized pursuant to Code Sections 1245 and 1250 shall be allocated to the Members in the same proportions that the depreciation or cost recovery deductions giving rise to such recapture were allocated among such Members or their respective predecessors-in-interest.

5.5 Deferred Payment Sales of Property. In the event that there is a determination that Code Section 483 or Code Section 1274 (both relating to imputed interest with respect to deferred payment sales of property) is applicable to any loans between the Company and a Member, or that any loan between a Member and the Company is subject to Code Section 7872 (relating to imputed interest with respect to below-market interest rate loans), any income or deduction attributable to interest on such a loan (whether stated or unstated) shall be allocated solely to such Member.

5.6 Accounting for Fair Market Value of Contributed Assets. Income, gains, losses and deductions, as determined for income tax purposes, with respect to any Property contributed by a Member to the capital of the Company shall, solely for income tax purposes, be allocated among the Member so as to take account (a) any variation between the adjusted basis of such Property to the Company for federal income tax purposes and the initial fair market value of such Property and (b) any revaluation of any

Property such that the book value of such Property differs from its adjusted basis for federal income tax purposes in accordance with Code Section 704(c) and the Regulations thereunder.

5.7 Consent to Allocations. The methods set forth in ARTICLE FIVE for allocations are hereby expressly consented to by each Member as an express condition to becoming a Member.

ARTICLE SIX MANAGEMENT

6.1 Management.

(A) Except for situations in which the approval of the Members is required by this Agreement or by non-waivable provisions of applicable law, and subject to the provisions of this Article Six, all the powers of the Company shall be exercised by or under the authority of, and the business, operations and affairs of the Company shall be managed and controlled by, the Managers. Accordingly, the Managers may, in their discretion, carry out, perform and/or complete any and all such tasks/actions on behalf of the Company which may, in their discretion, be deemed necessary, appropriate, acceptable or desirable in connection with the operation and/or management of the Company, including, without limitation, the following:

- (i) drafting, negotiating, entering into, making, executing, certifying delivering, filing, amending and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder;
- (ii) opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (iii) maintaining and managing the assets of the Company in good order;
- (iv) spending the funds of the Company;
- (v) selling, leasing, exchanging or otherwise disposing of the Company's personal property and assets;
- (vi) collecting sums due the Company;
- (vii) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company, whether or not currently due;
- (viii) acquiring, utilizing for Company purposes, and disposing of any non-real property asset of the Company;
- (ix) selecting, removing, and changing the authority and responsibility of lawyers, accountants, contractors, advisers and consultants;
- (x) obtaining insurance for the Company;
- (xi) determining distributions of Company cash and other property as provided in this Agreement;
- (xii) establishing a seal for the Company; and
- (xiii) proposing the amendment or restatement of the Certificate or this Agreement for approval by the Members pursuant to the provisions of this Agreement.

(B) Notwithstanding any of the provisions of Section 6.1(a), the following actions require the unanimous approval of the Members holding one hundred percent (100%) of the Membership Interests:

- (i) selling, leasing, exchanging or otherwise disposing of all or substantially all the Company's property and assets (with or without good will), other than in the usual and regular course of the Company's business;

- (ii) borrowing money;
- (iii) selling or disposing of or granting options to purchase any property, real or personal, owned by the Company, for cash or upon credit, exchanging any property of the Company for other property, at such times and upon such terms and conditions as it may deem best;
- (iv) sell, exchange, lease or otherwise dispose/transfer all or any part of the Company's real property;
- (v) making ordinary or extraordinary repairs or alterations to buildings or other structures, demolishing any improvements, razing existing or erecting new improvements;
- (vi) binding or obligating the Company with respect to any manner outside the scope of the Company's business; and
- (vii) causing the Company to be a party to a merger.

6.2 Actions by Attorney-in Fact.

Unless authorized to do so by the Certificate, this Agreement or by the Managers in writing, no attorney-in-fact, employee or other agent of the Company (whether or not a Member of the Company) shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable financially for any purpose.

6.3 Actions by Managers; Committees; Delegation of Authority and Duties.

(A) In managing the business and affairs of the Company and exercising its powers, the Managers may act (i) individually or unilaterally, (ii) collectively through meetings and written consents pursuant to the terms of this Article 6; (iii) through committees pursuant to the terms of this article; (iv) through Manager(s) to whom authority and duties have been delegated pursuant to the terms of this Article 9; and/or (v) through Officers to whom authority and duties have been delegated pursuant to the terms of this Agreement, if any.

(B) The Managers may, from time to time, designate one or more committees or persons, each of which shall be comprised of one or more Managers. Any such committee, to the extent provided in such resolution, in the Certificate or this Agreement, shall have and may exercise all of the authority of the Managers, subject to the limitations set forth in the Act. At every meeting of any such committee, the presence of a majority of all of the committee members and the vote of a majority of all committee members present shall be necessary for the adoption of any resolution. The Managers may dissolve any committee at any time, unless otherwise provided in the Certificate or this Agreement.

(C) Any person dealing with the Company, other than a Member, may rely on the authority of any Managers in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

6.4 Appointment; Number; Term of Office.

Managers shall be appointed and elected by resolution of the Members. The Initial Managers shall be as follows:

Jourdan Nicaud, James H. Horne, and David A. Richards

The number of Managers of the Company shall be determined from time to time by resolution of the Members. Each Manager shall hold office until such Manager's successor shall have been elected by the Members, or until such Manager's earlier death, resignation or removal. Unless otherwise provided in the Certificate, a Manager need not be a Member or a resident of any particular state.

6.5 Vacancies; Removal; Resignation.

Any Manager position to be filled by reason of an increase in the number of Managers may be filled by resolution of the Members. A Manager elected to fill a vacancy occurring shall be elected for the unexpired term of the Manager's predecessor. Any Manager may be removed at any time, with or without cause, by resolution of the Members. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by one or all of the remaining Managers or by one or all of the Members, if no Manager remains. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.6 Professionals and Employees.

The Managers may, in their discretion, retain, hire and otherwise use and rely on professionals, consultants, employees, contractors or other agents of any sort (including, without limitation, the Members of the Company) to carry out and perform any or all of a Manager's duties and/or other tasks, and may cause the Company to pay such professionals, consultants, employees, contractors and/or agents compensation for their services.

6.7 Approval or Ratification of Acts or Contracts by the Members.

The Managers may submit any act or contract for approval or ratification to the Members, and any act or contract that shall be approved or be ratified by the Members holding a majority of the Membership Interests shall be valid and binding upon the Company and upon all Members as if it shall been approved or ratified by every Member of the Company.

6.8 Action by Written Consent.

Notwithstanding anything to the contrary contained herein, any vote or action which is permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Managers (including, without limitation, any ratification, authorization, consent and/or approval [or similar language in any form]) may be taken at any time without a meeting if a consent in writing, setting forth the action to be taken, is signed by the Majority in Interest of the Voting Members. Such consent shall have the same force and effect as an approving vote at a meeting and may be stated as such in any document or instrument, including any document or instrument filed with the Secretary of State of Mississippi.

6.9 Meetings via Telephone.

Subject to the requirements and restrictions of the Act, the Certificate or this Agreement regarding notices of meetings, Managers or committee members may participate in and hold a meeting of the Managers or any committee, as the case may be, by telephone or other communications equipment by means of which all persons participating in the meeting can speak to and hear each other, and participating in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.10 Compensation.

Managers' salary and other compensation shall be fixed by an affirmative vote of a Majority in Interest of the Voting Members. The Company has not approved any salary or other compensation for the Managers as of the date of execution of this Agreement.

6.11 One Manager.

Notwithstanding anything to the contrary contained herein, (i) in the event there is only one Manager, some of the provisions contained in this Agreement which may expressly contemplate the existence and involvement of more than one Manager may not be applicable, and (ii) as long as the Company has only one Manager, any references in this Agreement to more than one Manager, including the use of the word Managers, shall be deemed to refer singularly to the sole Manager of the Company. Further, notwithstanding anything to the contrary contained herein, while there is only one Manager, votes, meetings and written consents of the Manager shall not be required, and the Manager of the Company shall have the unilateral right and authority to exercise the powers of the Managers.

ARTICLE SEVEN MEETINGS OF MEMBERS

Except as otherwise provided in this Operating Agreement, all issues related to meetings of Members shall be governed by the Mississippi Act. Unless otherwise required by the Mississippi Act, each Voting Member shall be entitled to vote his Membership Interest on each matter that is submitted to a vote of the Voting Members. Only Voting Members are entitled to vote. Non-Voting Members shall have no vote.

7.1 Annual Meetings. Any meeting of the Members shall be held in the principal office of the Company or at any other place and at such time, within or without the State of Mississippi, as the Managers or a Majority in Interest of the Voting Members may from time to time decide, for the transaction of any business authorized to be transacted.

7.2 Notice Requirements. Written or printed notice stating the place, day and hour of any meeting shall be delivered either personally or by mail by or at the direction of the Voting Members or the person or persons calling the meeting, to each Member entitled to vote at the meeting, to any other Member who will be entitled to dissent from an action on which Voting Members are to vote at the meeting and to such other persons entitled to notice under the Mississippi Act. If mailed, such notice shall be delivered not less than ten (10) days nor more than one (1) month before the date of the meeting and shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the Membership records of the Company, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) days, nor more than two (2) weeks before the date of the meeting and shall be deemed delivered when actually received by the Voting Member. Any notice required hereunder may be delivered to the intended recipient using any means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail).

7.3 Quorum. The holders of Fifty-one Percent (51%) of the Membership Interests of the Company entitled to vote at the meeting, either present in person or represented by duly executed proxy, shall constitute a quorum at all meetings of the Voting Members. Voting Rights held by any Member or his proxy may be counted in determining whether a quorum is present at a meeting of Members which ratifies or approves a transaction of the Company. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any of those present. A meeting may be adjourned despite the absence of a quorum.

7.4 Voting. Except as otherwise provided by law or this Operating Agreement, whenever any Company action is to be taken by vote of the Voting Members, it shall be taken if authorized by an affirmative vote of the Members holding a majority of the Membership Interests entitled to vote thereon, represented at a meeting at which a quorum is present or represented. There shall be no cumulative voting.

7.5 Action by Consent. The Voting Members may take any action on which they are entitled to vote by written consent if:

(a) A written waiver of action at a meeting is signed by Members holding a majority of the Voting Rights or, as the case may be, such greater percentage of voting power as is required to take such action; and

(b) A written consent is signed by Members who own Membership Interests with Voting Rights equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members are present.

Action taken under this section is effective when all Members required by Paragraph (b) have signed the consent, unless the consent specifies a different effective date.

7.6 Proxies. Members who are entitled to vote may vote at any meeting either in person or by proxy in writing, which shall be filed with the Voting Members of the Company before being voted. Such proxy shall entitle the holders thereof to vote the Membership Interest of the Member granting the proxy at any meeting or any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of ten (10) months from the date of its execution unless the Voting Member executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. A proxy directing the holder thereof to vote the Membership Interest against dissolution shall be valid for the term of the Company or for any shorter period of time.

7.7 Meetings by any Form of Communication. Any and all Voting Members may participate in an annual or special meeting by the use of any means of communication by which all Members participating may simultaneously hear each other during the meeting, to the extent such Member or Members is entitled to attend such meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE EIGHT BOOKS, RECORDS AND TAX MATTERS

8.1 Accounting Period and Method. The Company's accounting period shall be the calendar year. The Company will maintain its books and records on such basis of accounting as a Majority in Interest of the Voting Members shall determine.

8.2 Books and Records. The Managers shall cause the Company to maintain, at the Company's expense, full, complete and accurate books of account and other records, in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company, including the assets, liabilities, costs, expenditures, receipts and such other records as are required by the Mississippi Act and other applicable law. Such books of account will be the property of the Company, will be kept in accordance with sound accounting principles and procedures consistently applied and will be open to the reasonable inspection and examination by the Members and their duly authorized representatives.

8.3 Tax Decisions. All Tax Decisions shall be made by the Managers as determined in his sole discretion after obtaining written advice from the Company's certified public accountants.

8.4 Tax Returns. The Managers shall cause the preparation and timely filing of all tax returns and other governmental returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of (a) such returns, or pertinent information therefrom, (b) Schedule K-1 of Form 1065 (or a comparable schedule) and (c) other necessary tax information shall be furnished to the Members within a reasonable time (but no later than ninety (90) days) after the end of the Fiscal Year, or such later date as a Majority in Interest of the Voting Members may otherwise approve.

8.5 Tax Matters Person. Jourdan Nicaud, a Manager and Member, is hereby designated the "tax matters partner" (within the meaning of Code Section 6231(a)(7)) of the Company (the "Tax Matters Person"), as provided in Treasury Regulations pursuant to Code Section 6221. In the event Jourdan Nicaud is or becomes unable or unwilling to serve as the Tax Matters Person or is no longer a Member, then the Tax Matters Person shall be such other Member as shall be designated by the Members by a Majority Vote. The Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any foreign, federal, state or local tax authorities, including any resulting administrative and judicial proceedings relating to the determination of items of income, deduction, allocation and credit of the Company and Members, and to expend funds of the Company for professional services and costs associated therewith.

ARTICLE NINE TRANSFERABILITY

9.1 Restrictions. Each Member agrees that he will not, without the prior written consent of all other Members (the "Remaining Members"), transfer, assign, sell, gift, pledge, hypothecate or otherwise encumber all or any part of his Ownership Interest to someone other than a Permitted Transferee. Any attempted Transfer of all or any part of an Ownership Interest other than as permitted in this Article shall be null and void and have no effect whatsoever. However, following any such permitted transfer, said Ownership Interest in the hands of the Transferee shall continue to be subject to the terms and provisions of this Agreement.

9.2 Voluntary Transfers/Sales. If a Member desires to sell or otherwise transfer any portion of his Ownership Interest during the Member's lifetime to someone other than a Permitted Transferee and the consent of the Remaining Members cannot be obtained under Section 9.1 hereof, such Member (hereinafter referred to as the "Selling Member") shall give the Company and each of the Remaining Members written notice of his desire to make a disposition of his Ownership Interest. Said notice shall state: (a) the name and address of each prospective purchaser or transferee; (b) the Ownership Interest to be sold or transferred to each prospective purchaser or transferee; (c) all terms and conditions of said proposed sale or transfer including the consideration to be received for the Ownership Interest; and such notice shall grant to the Company and to the other Members a sixty (60) day option to purchase the Ownership Interest which are subject to the prospective sale or transfer (also referenced to as "Optioned Interest") for the Purchase Price and upon the terms set forth in Section 9.6. The sixty (60) day option shall be made in writing and delivered personally or sent by certified mail addressed to the Company and to each of the Remaining Members at the addresses set out in this Agreement.

9.3 Transfers at Death. Upon the date of death of any Member (hereinafter referred to as a "Specified Event"), all of the Ownership Interest of the Company owned by such Member at the time of such Specified Event passing by will, intestate succession, trust or otherwise to someone other than a Permitted Transferee shall be sold by such Member's personal representative or trustee (hereinafter referred to as the "Offeror"), but only upon the terms and conditions set forth in this Article. Within thirty (30) days of the Specified Event, the Offeror must notify the Company and each of the Remaining Members of such Specified Event and must grant to the Company and each of the Remaining Members a sixty (60) day option to purchase the Offeror's Ownership Interest (also referred to as "Optioned Interest") for the Purchase Price

as defined in Section 9.7. The sixty (60) day option shall be made in writing and delivered personally or sent by certified mail addressed to the Company and each of the Remaining Members at the addresses set out in this Agreement.

9.4 Unauthorized Transfers. In the case of the passage or disposition of any Ownership Interest owned by any Member executing this Agreement by any voluntary or involuntary manner whatsoever ("Withdrawal Event"), except by death ("Withdrawing Member"), but including any sale under judicial order, legal process, execution, attachment, enforcement of a pledge, trust, filing of a petition in bankruptcy by a Member (whether voluntary or involuntary) or encumbrance, the person or the entity to whom the Ownership Interest passes (also referred to as the "Offeror") must notify the Company of the passage of said Ownership Interest and must grant to the Company and to each Remaining Member a sixty (60) day option to purchase the Member's Ownership Interest (also referred to as "Optioned Interest") for the Purchase Price as defined in Section 9.6. The sixty (60) day option shall be made in writing and delivered personally or sent by certified mail addressed to the Company and to each other Member at the addresses set out in this Agreement and shall be made within thirty (30) days after the Ownership Interest passes to the Offeror.

9.5 Commencement of Option Period. The date of mailing or personal delivery of the written notice of option shall be its effective date and shall commence the sixty (60) day option period.

(a) **First Option.** For thirty (30) days after the effective date of the option, the Company shall have the option to purchase the Optioned Interest. During this thirty (30) day option period a special meeting of the Company shall be called and held for the purpose of determining whether the Company shall exercise the option to purchase all or part of the Optioned Interest. The Majority Vote of the Members, excluding the Selling or Withdrawing Member, if such Member is a Voting Member, shall determine whether the Company shall exercise the option. The Company shall exercise the option by written notice personally delivered or mailed by Certified Mail, return receipt requested, to the Selling Member or Offeror within the thirty (30) day option period.

(b) **Second Option.** If the Company does not exercise its option to purchase all of the Optioned Interests, then the Company shall give notice of such decision to each Remaining Member. For the remainder of the sixty (60) day option period (being the thirty (30) days after the thirty (30) day period in which the Company may exercise the option), each Remaining Member shall have the option to purchase the remaining Optioned Interest. Each Remaining Member desiring to purchase a portion of the remaining Optioned Interest shall be entitled to purchase a portion of the Optioned Interest in the ratio that his Ownership Interests in the profits and losses of the Company bears to the total Ownership Interests in the Profits and Losses of the Company of all Members desiring to purchase a portion of the Ownership Interest. If a Remaining Member is unable or unwilling to buy the portion of such unpurchased Optioned Interest allocated to said Remaining Member, then the other Remaining Members entitled to make such purchase shall have a right to purchase said portion in the amount determined in accordance with the preceding sentence, and for this purpose the total Ownership Interests in the profits and losses of the Company for determining a pro rata portion shall be reduced by the Ownership Interests owned by the other Remaining Members who are unable or unwilling to purchase their allocated portion of the unpurchased Optioned Interest. A Remaining Member desiring to purchase shall exercise his option by written notice personally delivered or mailed by certified mail, return receipt requested, to the Selling Member or Offeror within the option period.

(c) **Right to Purchase Less Than All of the Optioned Interest.** The Company may exercise its option to purchase all or less than all of the Optioned Interest. The Remaining Members may elect to purchase all or less than all of the remaining Optioned Interest.

(d) **Expiration of Option Period.** If, at the expiration of the sixty (60) day option period, the Company and/or the Remaining Members, collectively, have not elected to purchase all of the Optioned Interest, then the Selling Member may make a bona fide sale or transfer of the remaining shares of the Optioned Interest, but only to the purchaser or transferee, upon the terms and conditions, and for the consideration specified in said notice. The Selling Member may not sell or transfer said stock to any other person or entity or on terms and conditions which are more favorable than those stated in the required notice. If the Selling Member shall fail to make such a sale or transfer within thirty (30) days after the expiration of the sixty (60) day option period, then all of the Selling Member's units shall again be subject to all the terms and conditions of this Agreement. If the option granted by an Offeror is not exercised as to all of the Optioned Interest, then the Offeror may retain the remaining shares of Optioned Interest, but any subsequent sale, transfer or other disposition, voluntary or involuntary, shall be subject to all terms and conditions of this Agreement as if the Offeror had been a party to this Agreement.

(e) **Ownership Determination.** Ownership determination for purposes of the computations provided in Paragraph 9.5(b) above shall be determined as of the following applicable date: (i) the date of the Selling Member's or the Offeror's first written notification to the parties to this Agreement of his or her intention to transfer or encumber an Ownership Interest in the Company; (ii) the date of the Deceased Member's death or (iii) the date of the Unauthorized Transfer.

(f) **Price and Terms of Sale.** Any purchase or redemption of an Ownership Interest of the Company pursuant to any of the options granted above shall be at the price and on the terms set forth in Section 9.6 hereof.

(g) **Transferred Ownership Interests.** Any Ownership Interest of the Company purchased under either of the options granted in Section 9.5 shall be subject to the terms and conditions of this Agreement and any ownership certificate issued in accordance with such sale shall be endorsed as specified in this Agreement.

(h) **Closing Date.** The closing date for the purchase of any Ownership Interest pursuant to any of the options granted above shall be no later than thirty (30) days after the expiration of the respective option period granted unto them, unless the Parties otherwise mutually agree.

(i) **Member's Rights, Duties and Obligations.** With respect to any Ownership Interest of the Company subject to the options set forth in this Section 9.5, the Selling Member or the Offeror shall continue to have all of the rights, duties and obligations of a Member until the time when cash/and or installment notes are tendered in payment of such Ownership Interest.

9.6 Purchase Price.

(a) **Calculation of Purchase Price.** The purchase price for an Optioned Interest ("Purchase Price") under Sections 9.3 and 9.4 shall be determined as follows:

(1) **Certificate of Value Method.** The Purchase Price for each percentage of Ownership Interest of the Company which is sold pursuant to the provisions of this Agreement except as specifically provided in ARTICLE FOUR, shall be the price set out in a Certificate of Value which shall be executed by a Majority in Interest of the Members and shall be attached hereto and known as Exhibit "B". If the Company is comprised of both Voting and Non-Voting Members, then the Purchase Price for an Economic Interest which is sold pursuant to the provisions of this Agreement shall be the price set out in a separate Certificate of Value which shall be executed by the Company and majority of the Non-Voting Members.

(2) **Agreed Value Method.** If the Certificate of Value is not determined at the Company's annual meeting, then the Purchase Price of the Optioned Interest hereunder shall be the amount agreed upon by the Selling Member, Representative and/or Offeror ("Optionor") and the Company and/or the Remaining Members (the "Optionee") during the sixty (60) option period granted in Section 9.5.

(3) **Appraised Value Method.** If the Optionor and the Optionee are unable to mutually agree upon the Purchase Price of the Optioned Interest hereunder prior to the expiration of the sixty (60) day option period granted in Section 9.5, then the Purchase Price for the Ownership Interest shall be determined as follows:

(A) The Optionor and the Optionee shall each select an appraiser who shall appraise the Optioned Interest at fair market value as of: (i) the date of the Proposed Transfer; (ii) the date of the Deceased Member's death; and/or (iii) the date of the Unauthorized Transfer, taking into account in determining the fair market value of such Ownership Interest any appropriate discounts for lack of marketability, lack of control, and any other factors affecting the fair market value of the Ownership Interest being appraised.

(B) If the fair market value of the Ownership Interest determined by the two appraisers are within twenty percent (20%) of each other, then the Purchase Price of the Ownership Interest shall equal the average of the two values. If the fair market values so determined differ by twenty percent (20%) or more, the two appraisers shall select a third appraiser, and the decision of a majority of the appraisers as to the Purchase Price for the Ownership Interest shall be final and binding, and may be enforced by legal proceedings.

(C) To the extent that any Property of the Company is subject to any debt at the time of any sale under this ARTICLE NINE, the Company and/or the Remaining Members shall assume such Selling, Deceased or Withdrawing Members' pro rata portion of any debt and shall take all necessary steps to remove said Selling, Deceased or Withdrawing Member from any such liability after such Member's Ownership Interest has been purchased.

(D) The Company shall bear the cost of any and all appraisals required hereunder.

(b) **Application of Insurance Proceeds.** Upon the death of a Member, any death benefit claims shall be promptly filed to collect in cash the lump sum proceeds of any insurance policies on the Deceased Member's life which are acquired to fund obligations under this Operating Agreement. Upon collection, such proceeds shall be deposited to a separate bank account or escrow account to be held in escrow solely for the purposes of funding the surviving Member's obligations under this Agreement. Upon the closing of any sale pursuant to Section 9.3, the surviving Members shall pay over to the Estate of the Deceased Member the proceeds of all life insurance policies on the life of the Deceased Member held by the Company to the extent of the purchase price of his stock provided for in this Section 9.6 in full payment for Ownership Interest of the Deceased Member. If the proceeds of such life insurance policies are less than the purchase price of the Ownership Interest, the Company or the purchasing Members shall pay to the estate of the Deceased Member the balance of the purchase price in accordance with the provisions set forth in this Section 9.6. If the insurance proceeds exceed the purchase price, then the Company or the surviving Members shall retain any such excess.

(c) **Payment of Purchase Price.** The payment for any sale, purchase or redemption under this ARTICLE NINE shall be made in cash unless the Purchaser elects to pay a portion of the purchase price in cash and the balance thereof in installments. If the Purchaser elects to pay a portion of the purchase price in installments, then, unless the parties to the transaction otherwise agree, at least twenty percent (20%) of the total purchase price shall be paid in the form of cash at the closing date. The balance of

the purchase price not paid in cash shall be paid, together with interest at the Prime Rate, in installments at least quarterly over a period specified by the Purchaser, but not in excess of five (5) years from the closing date. The balance of the purchase price payable in installments shall be represented by an installment note secured by the Ownership Interest so transferred and an appropriate security agreement relating thereto. If there is more than one (1) purchaser in a transaction under this ARTICLE NINE, separate promissory notes may be executed by each purchaser and each such promissory note shall be independent of every other promissory note. A failure by any purchaser to make payments when due shall not constitute or be deemed to constitute such a failure or breach on the part of any other purchaser. All payments shall be personally delivered to the Selling Member or Offeror, or shall be mailed to the address designated in writing by the Selling Member or Offeror.

9.7 Conditions for Transfer. No Transferee of the whole or any portion of an Ownership Interest owned as a Member who is not already a Member in the Company shall have the right to become a substituted Member in place of the assignor unless:

(a) The Transferee must have executed a written agreement, in form and substance satisfactory to a Majority in Interest of the nontransferring Voting Members, to assume all of the duties and obligations of the Transferring Owner under this Operating Agreement and to be bound by and subject to all of the terms and conditions of this Operating Agreement, and such other instrument or instruments as the Members may deem necessary or desirable.

(b) Upon request by the Managers, the Transferring Owner must have delivered to the Company a written opinion of counsel for the Company or of other counsel reasonably satisfactory to a Majority in Interest of the nontransferring Voting Members (which opinion shall be obtained at the expense of the Transferring Owner) that such Transfer will not result in (i) a violation of applicable law (including applicable securities laws and related investor suitability standards) or this Operating Agreement, (ii) the Company being classified as an association taxable as a corporation, or (iii) the Company being deemed terminated pursuant to Code Section 708 or any comparable future section of the Code.

(c) Upon request by the Managers, the Transferring Owner must have delivered to the Company a written consent of any lender to the Company or of any governmental or regulatory authority whose consent, in the sole discretion of a Majority in Interest of the nontransferring Voting Members, is required for the Transfer.

(d) Unless otherwise waived by the Managers, the Transferring Owner or Transferee must have paid the expenses incurred by the Company in connection with the admission, if any, of the Transferee to the Company.

(e) Without the prior written consent of the Managers, a Member shall not Transfer any Ownership Interests or enter into any agreement as a result of which any Person shall become interested with him in the Company if any such Transfer causes a termination of the Company as a "partnership" under Section 708 of the Code. If the Transfer must be suspended because a possible termination of the Company as a "partnership" would result, the Company shall notify all Members that sales and transfers have been suspended.

9.8 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or by any bankruptcy trustee. To the extent a court of competent jurisdiction shall charge the Ownership Interest of a Member with payment of an amount due a judgment creditor of such Member, the judgment creditor shall have no right to participate in the management of the business and affairs of the Company or to become or exercise the rights of a Member, and such creditor shall be required to release its lien against the Member's Ownership Interest by selling such Ownership Interest in accordance with this ARTICLE NINE, except that the purchase price as determined

under Section 9.6 shall be discounted by Sixty percent (60%) and the judgment creditor and/or bankruptcy trustee shall be treated as a "deceased Member" who died on the date of the judicial order, legal process, date of bankruptcy filing, execution, etc.

ARTICLE TEN ADDITIONAL PARTIES

10.1 Additional Members. In addition to Section 3.3 and ARTICLE NINE, and subject to Section 10.2, from the date of the formation of the Company, any Person acceptable to the Members as evidenced by their Unanimous Vote may become a Member of the Company by the issuance of the Company of Membership Interests for such consideration as the Members may approve by their Unanimous Vote.

10.2 Conditions. No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. A Majority in Interest of the Voting Members may, at its option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Section 706(d) and the Treasury Regulations promulgated thereunder. No Member shall be admitted and no Transfer shall be effective (a) until all of the requirements set forth in ARTICLE NINE are satisfied, and (b) until a new Member or Transferee has executed written agreements, in form and substance satisfactory to a Majority in Interest of the nontransferring Voting Members, pursuant to which the new Member or Transferee (i) subscribes to purchase the Ownership Interest (including the requisite investment representations and warranties) and (ii) and agrees to be bound by and subject to all of the terms and conditions of this Operating Agreement.

ARTICLE ELEVEN DISSOLUTION AND TERMINATION

11.1 Dissolution.

(a) **Event of Dissolution.** The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:

(i) The written consent of a Majority in Interest of the Members to dissolve;

or

(ii) The dissolution of the Company pursuant to the Mississippi Act, by operation of law or by judicial decree.

(b) **Legal Representation of a Member.** If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be legally incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

(c) **Withdrawing Member.** Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily withdraw or take any other voluntary action which directly causes the occurrence of any event that terminates the continued membership of a Member in the Company pursuant to the Mississippi Act or any other event causing dissolution of a limited liability company under

any provision of the Act (a "Withdrawal Event"). Unless otherwise approved by a Majority in Interest of the nonwithdrawing Voting Members, a Member who withdraws (a "Withdrawing Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Withdrawing Member shall become merely an Economic Interest Owner and only the Withdrawing Member's Economic Interest shall be considered outstanding for purposes of ARTICLES FOUR and FIVE and this ARTICLE TEN.

11.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Mississippi Act. Upon dissolution, the Company shall file a statement of commencement of winding up pursuant to the Mississippi Act and publish the notice permitted by the Mississippi Act.

11.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution of the Company for any reason, the Company shall promptly commence to wind-up its affairs. Except as otherwise provided by ARTICLE FIVE of the Mississippi Act and other applicable law, a reasonable period of time will be allowed for the orderly termination of the Company's business, the discharge of its liabilities and the distribution or liquidation of its remaining Property so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Managers will cause a full accounting of the assets and liabilities of the Company as of the date of dissolution to be taken and a written statement thereof will be furnished to each Member within sixty (60) days after such date. Such accounting and statement will be prepared under the direction of the Managers, or, if they so determine, by a liquidating trustee selected by the Managers.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's Property as promptly as practicable (except to the extent a Majority in Interest of the Voting Members may determine to distribute any Property in kind to the Members);

(2) Allocate any profit or loss resulting from such sales to the Members in accordance with ARTICLE FIVE hereof;

(3) Discharge all liabilities of the Company, including liabilities to Members who are creditors, in the order of priority and to the extent otherwise permitted by law, other than liabilities to Members for distributions;

(4) Establish such Reserves as the Managers deem to be reasonably necessary;

(5) Distribute the remaining Property in the following order:

(I) If any Property of the Company is to be distributed in kind, the net fair market value (net of any liability secured by such Property that the Member receiving the Property is considered to assume or take subject to under Code Section 752) of such Property as of the date of dissolution shall be determined by independent appraisal or by agreement of the Managers and a Majority in Interest of the Voting Members. Such Property shall be deemed to have been sold as of the date of dissolution for its fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to this Operating Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Managers, with any Property distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(iii) The balance, if any, to the Members in accordance with their respective Ownership Interests.

(c) Upon completion of the winding up, liquidation and distribution of the Property, the Company shall be deemed terminated.

(d) Each Member shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its Property.

11.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining Property has been distributed to the Members, a Certificate of Termination may be executed and filed with the Secretary of State of Mississippi in accordance with the Mississippi Act.

11.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the Property of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE TWELVE LIMITATION ON LIABILITY AND INDEMNIFICATION

12.1 Exculpation. A Member and its affiliates shall not be liable to the Company or to any Member for or as a result of any act, omission, or error in judgment that was taken, omitted, or made by the Member or its affiliates in accordance with the standards established by Section 79-29-402 of the Mississippi Act.

12.2 Indemnification. A Member and its affiliates shall be indemnified and held harmless by the Company from any liability resulting from any act performed by or omission made by them on behalf of the Company, except for acts or omissions of gross negligence or willful misconduct, to the fullest extent allowed by Section 79-29-110 of the Mississippi Act.

ARTICLE THIRTEEN MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Operating Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Operating Agreement, except those fully expressed herein.

13.2 Application of Mississippi Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Mississippi, and specifically the Mississippi Act.

13.3 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations. The Members each agree to cooperate and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Operating Agreement.

13.4 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and the neuter genders and vice versa.

13.5 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.6 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.7 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.8 Severability. If any provision of this Operating Agreement or the application hereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application hereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.9 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.10 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.11 Counterparts; Copies. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more copies of this Operating Agreement may be executed but it shall not be necessary, in making proof of the existence of this Operating Agreement, to provide more than one original copy.

13.12 Amendments. Any amendment to this Operating Agreement shall be made in writing and signed by the Managers and by all of the Members.

13.13 Invalidity. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is

construed to be in conflict with the provisions of the Mississippi Act, this Operating Agreement shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such conflicting provision were omitted.

13.14 Captions. Titles and captions are inserted for convenience only and in no way define, limit, extend or describe the scope or intent of this Operating Agreement or any of its provisions and in no way are to be construed to affect the meaning or construction of this Operating Agreement or any of its provisions.

13.15 Notices.

(a) **Means of Delivering Notice; Effectiveness.** Whenever this Operating Agreement requires notice to be given to any Person, the notice may be given by registered or certified mail (return receipt requested), in person, or by facsimile transmission at the addresses and numbers set forth in Exhibit "A" attached hereto. Whenever notice is given to a Person by mail, the notice shall be deemed given and received on the date shown on the return receipt if the receipt is signed by or on behalf of the addressee. Whenever notice is given to a Person by any means other than by mail, the notice shall be deemed given when received.

(b) **Calculation of Time Periods.** In calculating time periods for notice, when a period of time measured in days, weeks, months, years or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

13.16 No Rule of Construction. The parties hereto acknowledge that all parties have read and negotiated the language used in this Operating Agreement. The parties agree that, because all parties participated in the negotiation and drafting of this Operating Agreement, no rule of construction shall apply to this Operating Agreement which may construe ambiguous language in favor of or against any party by reason of that party's role in the drafting of this Operating Agreement.

13.17 Drafting of Agreement. The parties acknowledge that this Agreement was drafted by Schwartz, Orgler & Jordan, PLLC, as counsel to NicaudP.C., LLC, and reviewed and approved by the parties, and their independent attorneys.

The parties further acknowledge that they have been advised that a conflict of interest may exist between them and that they have had an opportunity to seek the advice of independent counsel and by execution of this Agreement hereby waive any conflict of interest which may result therefrom. All parties further acknowledge that Robert T. Schwartz, and the lawfirm of Schwartz, Orgler & Jordan, PLLC ("SOJ"), have previously represented Jourdan Nicaud and NicaudP.C., LLC and have a continuing attorney-client relationship with Jourdan Nicaud and NicaudP.C., LLC. All parties expressly waive any conflict or potential conflict in interest in having SOJ prepare this Agreement. Each of James H. Horne and David A. Richards, acknowledge that they have had this agreement reviewed by independent counsel of their choosing or have waived said right.

IN WITNESS WHEREOF, each of the undersigned Managers and Members acknowledge that the matters and facts set forth in this Operating Agreement are true and that they have signed this Operating Agreement as of the date first above written.

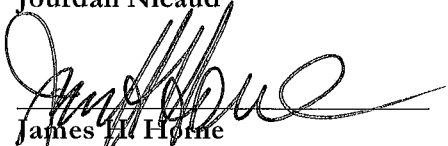
SIGNATURE PAGE TO FOLLOW

Company:
1909 East Pass Road, LLC


By: Jourdan Nicaud, Manager

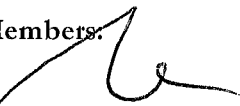
Managers:


Jourdan Nicaud

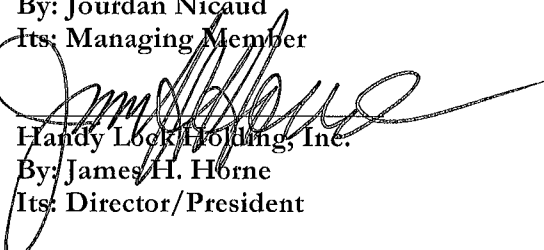

James H. Horne


David A. Richards

Members:


NicaudP.C., LLC

By: Jourdan Nicaud
Its: Managing Member


Handy Lock Holding, Inc.

By: James H. Horne
Its: Director/President

EXHIBIT "A"
MEMBERS' OWNERSHIP INTERESTS

1. The name, address and taxpayer identification number of the current Members are as follows:

Taxpayer Name	Address
NicaudP.C., LLC	849 Scenic Drive, Pass Christian, MS 39571
Handy Lock Holding, Inc.	4051 Gautier Vancleave Road, Gautier, MS 39553

2. Initial Capital Contribution and Ownership Interest of the Current Members:

Name	Initial Contribution	Initial Ownership Interest	Membership Units
NicaudP.C., LLC	\$1,000.00	50.00	50.00
Handy Lock Holding, Inc.	\$1,000.00	50.00	50.00

EXHIBIT "B"
CERTIFICATE OF VALUE

(Sample Form)

We, the undersigned, do hereby certify that for purposes of this Operating Agreement dated the 5th day of February, 2019, the purchase price for each percentage of Ownership Interest of the Company as of the date set forth below is _____ Dollars (\$_____).

IN WITNESS WHEREOF, the parties hereto have executed this Certificate as of the _____ day of _____, 201__.

Members:

NicaudP.C., LLC
By: Jourdan Nicaud
Its: Managing Member

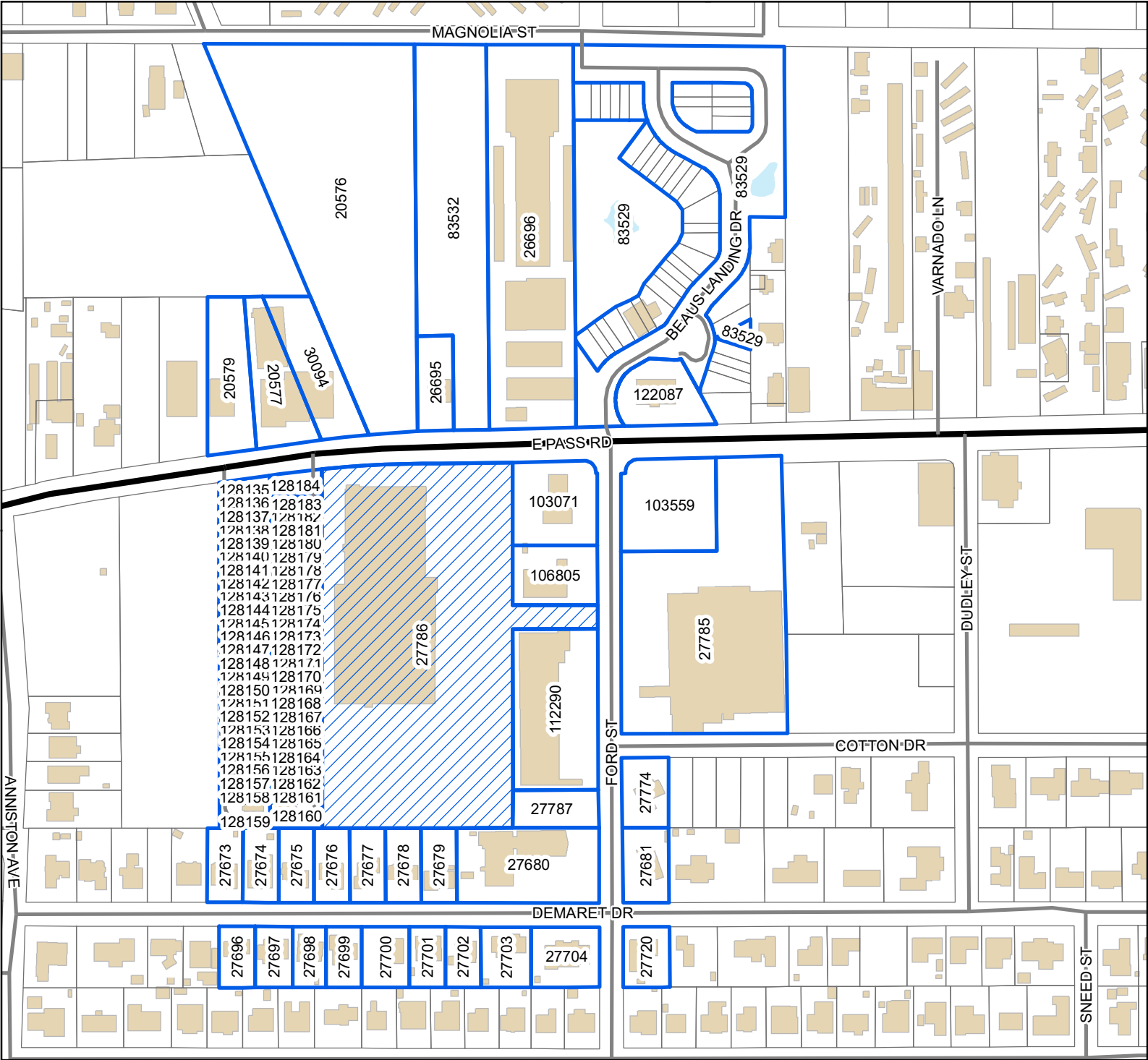
Handy Lock Holding, Inc.
By: James H. Horne
Its: Director/President

Z:\landtech\MATHEWS\LLC\1909 EAST PASS ROAD, LLC\OPERATING AGREEMENT.v3.wpd

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	27786	1010G-03-018.000	1909 EAST PASS ROAD LLC	P O BOX 1238	GAUTIER	MS	39553
N			Adjacent Property Owners				
	20576	1010G-02-029.000	ALLEN JONATHAN	1440 MILL RD	GULFPORT	MS	39507
	128162	1010G-03-019.028	BOSCO PETER J	4641 OLD BETHLEHEM PIKE	BETHLEHEM	PA	18015
	128169	1010G-03-019.035	BRISCOE ROBERT B & SYLVIA -TRUSTEES	2560 MERCEDES DR	BILOXI	MS	39531
	128152	1010G-03-019.018	CAI JIANPING & YIYI DU	118 ODYESSEY DR	WILMINGTON	DE	19808
	20579	1010G-02-032.000	CALHOUN JOSEPH C	P O BOX 7995	GULFPORT	MS	39506
	27774	1010G-03-014.000	CEH PROPERTIES LLC	1010 FORD ST	GULFPORT	MS	39507
	128143	1010G-03-019.009	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
N	128142	1010G-03-019.008	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
N	128144	1010G-03-019.010	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
N	128146	1010G-03-019.012	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
N	128154	1010G-03-019.020	CLARKE DEVELOPMENTS LLC	431 SANLENAY CT	BILOXI	MS	39531
N	128167	1010G-03-019.033	CLARKE DEVELOPMENTS LLC	431 SANLENAY CT	BILOXI	MS	39531
N	128168	1010G-03-019.034	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
N	128137	1010G-03-019.003	CLARKE DEVELOPMENTS LLC	431 SANLENAY CT	BILOXI	MS	39531
	128166	1010G-03-019.032	COBB JIMMY RANDALL	857 HIGHLAND PARK DR	TUPELO	MS	38801
	103071	1010G-03-018.001	COFLO PROPERTIES LP	P O BOX 229	LAWRENCEVILLE	GA	30046
	27720	1010J-01-015.000	DAWSON GERALDINE F	2400 DEMARET DR	GULFPORT	MS	39507
	27677	1010J-02-004.000	DEVAUGHN ROLEN MICHAEL & SANDRA D	2319 DEMARET DR	GULFPORT	MS	39507
	27678	1010J-02-003.000	DOYLE PAULA D ETAL	2321 DEMARET DR	GULFPORT	MS	39501
	128160	1010G-03-019.026	DU XIAOYI & LU ZHIXIONG	3184 EVANS WAY	TWINSBURG	OH	44087
	27702	1010J-02-021.000	FAYARD MARTHA V	2324 DEMARET DR	GULFPORT	MS	39501
	83529	1010G-02-025.000	GULF COAST LAND & DEVELOPMENT LLC	939 E SCENIC DR	PASS CHRISTIAN	MS	39571
	26696	1010G-02-026.000	GULFPORT SELF STORAGE INC	P O BOX 1238	GAUTIER	MS	39553
	112290	1010G-03-018.003	GULFPORT STORAGE SERVICES LLC	909 POYDRAS ST STE 2660	NEW ORLEANS	LA	70112
	27674	1010J-02-007.000	HA THUY VAN & THUTHUY	2313 DEMARET DR	GULFPORT	MS	39507
N	27680	1010J-02-001.000	HANDBORO UNITED METHODIST CHURCH	2333 DEMARET DR	GULFPORT	MS	39507
	27787	1010G-03-017.000	HANDBORO UNITED METHODIST CHURCH	2333 DEMARET DR	GULFPORT	MS	39507
	27679	1010J-02-002.000	HAWTHORNE MARY B	2323 DEMARET DR	GULFPORT	MS	39507
	128139	1010G-03-019.005	HEBERT CHRISTOPHER S	440 E PASS RD	GULFPORT	MS	39507
	128178	1010G-03-019.044	HINES TERRY & WATSON CARRIE	11544 STANTON CIRCLE	GULFPORT	MS	39503
	27703	1010J-02-022.000	HOLLAND HUDSON R & DIRJKE A	2326 DEMARET DRIVE	GULFPORT	MS	39507
	128151	1010G-03-019.017	JOHNSON CARMINE	1320 TROPICAL CV	GULFPORT	MS	39507
	128179	1010G-03-019.045	JUNY BEACH PROPERTIES LLC	139-25 31 RD APT 3D	FLUSHING	NY	11354
	128173	1010G-03-019.039	KELLY WILLIE F & JOANN M	1608 BEASLEY DRIVE	TERRY	MS	39170

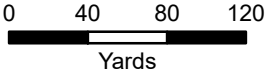
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	128153	1010G-03-019.019	LUI AMY	1325 HOWARD AVE #221	BURLINGAME	CA	94010
	27785	1010G-03-016.000	M P HOLDINGS LLC	2001 E PASS RD	GULFPORT	MS	39507
N	103559	1010G-03-016.001	M P HOLDINGS LLC	2001 E PASS ROAD	GULFPORT	MS	39507
	106805	1010G-03-018.002	MERCY HOUSING & HUMAN DEVELOPMENT	1135 FORD STREET	GULFPORT	MS	39507
	27681	1010J-01-014.000	MICELE I JOHN	1008 FORD ST	GULFPORT	MS	39507
	128136	1010G-03-019.002	MIHALOVICH GREG	1715 21ST AVE	GULFPORT	MS	39501
	128161	1010G-03-019.027	MOUNTAIN INVESTMENTS LLC	19024 FIELDSTONE CT	SALINAS	CA	93908
N	128164	1010G-03-019.030	MOUNTAIN INVESTMENTS LLC	19024 FIELDSTONE CT	SALINAS	CA	93908
N	128165	1010G-03-019.031	MOUNTAIN INVESTMENTS LLC	19024 FIELDSTONE CT	SALINAS	CA	93908
N	128180	1010G-03-019.046	MOUNTAIN INVESTMENTS LLC	19024 FIELDSTONE COURT	SALINAS	CA	93908
	27696	1010J-02-015.000	NICHOLS ALVA EARL III	2312 DEMARET DR	GULFPORT	MS	39507
	128182	1010G-03-019.048	OLGUIN RODERICK	2602 SHORELINE ROAD	BRADLEY	CA	93426
N	128181	1010G-03-019.047	OLGUIN RODERICK	2602 SHORELINE ROAD	BRADLEY	CA	93426
	27697	1010J-02-016.000	PAGLIA ALBERT B	2314 DEMARET DR	GULFPORT	MS	39507
	128145	1010G-03-019.011	RAO ENTERPRISES GROUP LLC	2602 SHORELINE RD	BRADLEY	CA	93426
	128158	1010G-03-019.024	RKWE HOLDINGS LLC	224 PECAN MEADOW DR	BATON ROUGE	LA	70810
N	128155	1010G-03-019.021	RKWE HOLDINGS LLC	224 PECAN MEADOW DR	BATON ROUGE	LA	70810
N	128150	1010G-03-019.016	RKWE HOLDINGS LLC	224 PECAN MEADOW DR	BATON ROUGE	LA	70810
	27704	1010J-02-023.000	ROLLINS HENRY & OLENE L/E	2330 DEMARET DR	GULFPORT	MS	39501
	83532	1010G-02-027.000	ROSS EARL W & WALLIS GLENN	337 FAIRVIEW DR	BILOXI	MS	39531
	26695	1010G-02-028.000	RUSSELL A GARNER	7222 MAGNOLIA DRIVE	PASS CHRISTIAN	MS	39571
	27698	1010J-02-017.000	SAVNER MALLOY E	2316 DEMARET DR	GULFPORT	MS	39507
	27701	1010J-02-020.000	SCHULTZ ALAN & ANGELINA Y	2322 DEMARET DR	GULFPORT	MS	39507
	27700	1010J-02-019.000	SCIPIONE KIM D & NANCY W	1447 EAST PASS ROAD	GULFPORT	MS	39507
	128174	1010G-03-019.040	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	128175	1010G-03-019.041	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	128177	1010G-03-019.043	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	128157	1010G-03-019.023	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	128184	1010G-03-019.050	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501
N	128183	1010G-03-019.049	SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST STREET	GULFPORT	MS	39501
	128138	1010G-03-019.004	SIMANTS VICKIE L	320 S CONTY RD 21	LOVELAND	CO	80537
	128171	1010G-03-019.037	SKKM PROPERTIES LLC	179 KENMORE AVE	BILOXI	MS	39531
N	128159	1010G-03-019.025	SKKM PROPERTIES LLC	179 KENMORE AVE	BILOXI	MS	39531
N	128140	1010G-03-019.006	SKKM PROPERTIES LLC	179 KENMORE AVE	BILOXI	MS	39531
	27675	1010J-02-006.000	SNYDER DAVID D JR & CANDACE	2315 DEMARET DR	GULFPORT	MS	39507
	128141	1010G-03-019.007	SOLA GRATIA LLC	9585 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	128149	1010G-03-019.015	SOMMERS HANNAH V	1324 TROPICAL CV	GULFPORT	MS	39507
	30094	1010G-02-030.000	SOUTHERN CHARM FURNITURE & DESIGN L	1852 E PASS RD	GULFPORT	MS	39507
N	20577	1010G-02-031.000	SOUTHERN CHARM FURNITURE & DESIGN L	1852 E PASS RD	GULFPORT	MS	39507
	128135	1010G-03-019.001	STELLY MARY G	21305 JOHNSON RD	LONG BEACH	MS	39560
	128172	1010G-03-019.038	THOMAS ROLAND G	1272 TROPICAL COVE	GULFPORT	MS	39507
	128156	1010G-03-019.022	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	128148	1010G-03-019.014	TRAN ROSEMARY	6012 OLDE MAGNOLIA DR	OCEAN SPRINGS	MS	39564
N	128170	1010G-03-019.036	TRAN ROSEMARY	6012 OLDE MAGNOLIA DR	OCEAN SPRINGS	MS	39564
	27676	1010J-02-005.000	UNDERWOOD DOROTHY K	2317 DEMARET DR	GULFPORT	MS	39507
	122087	1010G-02-025.001	WILLANITA MARITA LLC	2537 RUE PALAFOX	BILOXI	MS	39531
	27673	1010J-02-008.000	WILLIAMS J W	2311 DEMARET DR	GULFPORT	MS	39501
	27699	1010J-02-018.000	WRIGHT SUSAN G	2318 DEMARET ST	GULFPORT	MS	39507
	128147	1010G-03-019.013	WSMBD LLC	P O BOX 320073	FLOWOOD	MS	39232
	128163	1010G-03-019.029	YEE JONAH	4641 BETHLEHEM	BETHLEHEM	PA	18015
	128176	1010G-03-019.042	YOREK JAMES & BERNADINE	1664 BEACH BLVD #J141	BILOXI	MS	39531



Legend

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



1 inch = 292 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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Planning Commission Approval 2206PC101:

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for online jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report
PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2206PC101

Hearing Date: May 26, 2022

Current Zoning/Use: R-1-7.5 / Single-family home

Legal: Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for online jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct the production of "Handmade Jewelry." In addition, the applicant states there will be no traffic created by customers or mail; all sales will be made at monthly craft or flea markets. Further, the applicant states "the hours of operation for production will be 8:00 am to 5:00 pm" with no specific dates mentioned. The occupant will use their business as any other operable business in the area; they will be manufacturing the products from home and selling them at monthly craft or flea markets. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

As the application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood, the planning commission should consider approval.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 05/17/2022.

Public Works: No comments as of 05/17/2022.

Traffic and Safety: No conditions. Memo dated 05/12/2022.

Building Code Services: No comments as of 05/17/2022.

GIS: No conditions. Memo dated 05/17/2022.

Police Department: No conditions. Memo dated 05/16/2022.

Fire Department: No conditions. Memo dated 05/13/2022.

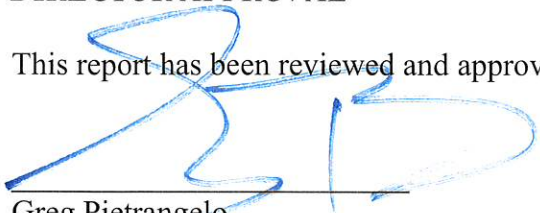
Technical Report
PLANNING COMMISSION APPROVAL

City Arborist:

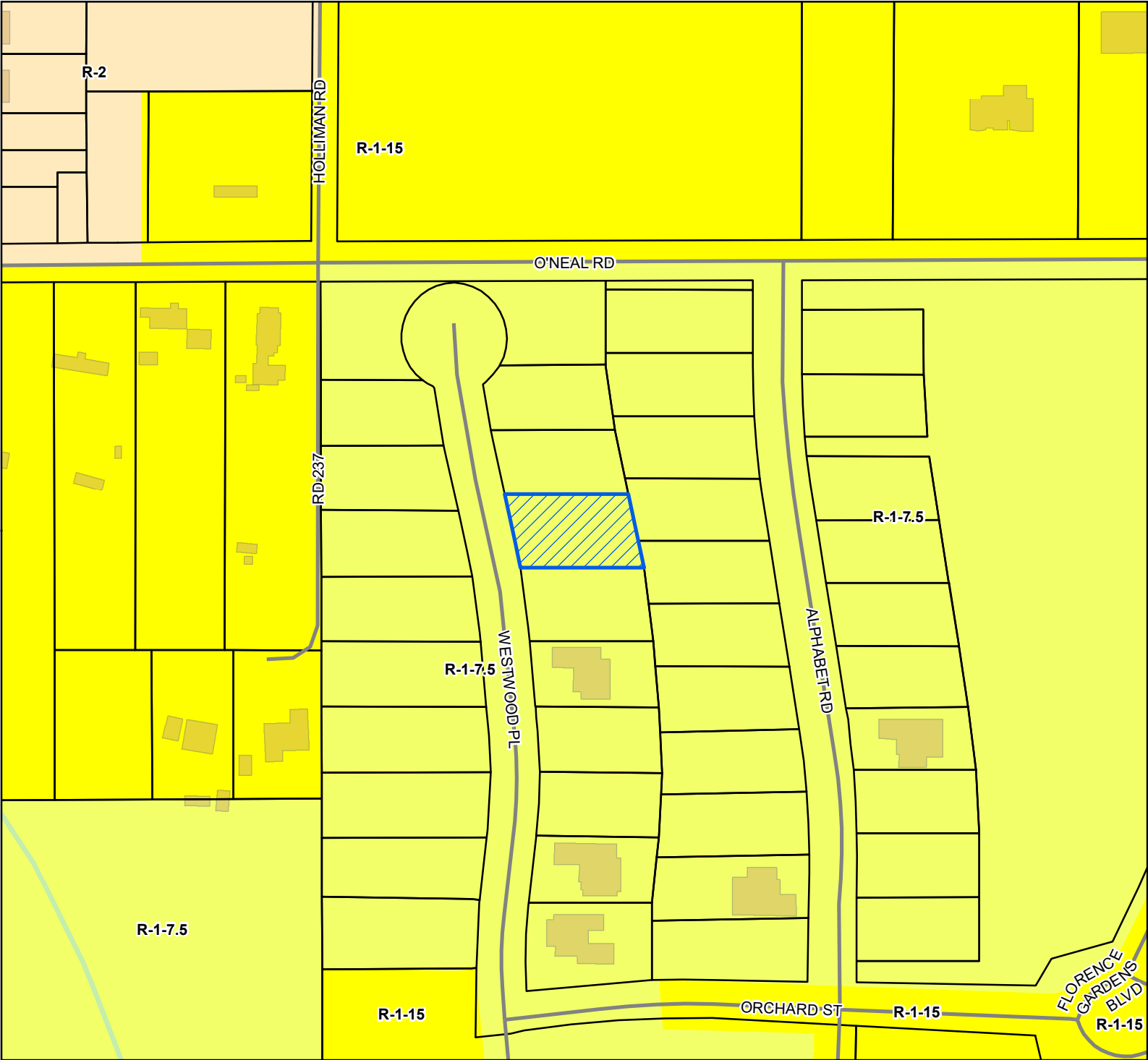
No conditions. Memo dated 05/13/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

Zoning

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

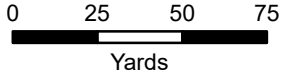
Site Information

0908C-01-001.052

Zoning: R-1-7.5

Size: 13,622 sqft

Flood: X



1 inch = 170 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.

\$75.00



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 #

0	9	0	8	C

 -

0	1

 -

0	0	1

 •

0	5	2

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2206 PC 101Date Received: 4/18/22

Receipt Number: _____

Received By: mwZoning: R-1.7.5Ward: 6 Flood: _____Size: 13,622Address of Property Involved: 12538 Westwood Pl, Gulfport, MS 39503Lot(s) 4014, Block(s) _____, Subdivision Florence GardensGeneral Location: Florence Gardens subdivision, Westwood district

GENERAL DESCRIPTION OF REQUEST:

use of home for online handmade jewelry business

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

Sherlerica Evans

Printed Name of Owner

12538 Westwood Pl

Mailing Address

Gulfport MS 39503

City

State

Zip code

662-931-2775

Home Phone

Work/Cell Phone

Sherlerica@gmail.com

Email

SEvans

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) James Evans Jr
ADDRESS (STREET, CITY, STATE, ZIP CODE) 12538 Westwood Pl, Gulfport MS 39503

PHONE # (H) 601-480-0243 (W) _____

TAX PARCEL NUMBER(S) OWNED 09080-01-001.052

SIGNATURE: [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 _____

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission will not consider a request until all information is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

- A. Page one of this application, completed and signed.**
- B. Site plan.** Please note that approval of your request, in part, is based on your site plan.
 - The property lines and dimensions have been provided on the drawing.
 - All buildings and structures located on the property have been identified.
 - All dimensions of buildings and structures have been noted on the site plan.
 - All distances from the property lines to all the buildings and structures have been identified and noted on the site plan.
 - Street names have been provided which abut the property.
 - Traffic flow, parking and driveways have been identified.
 - Required buffer strips have been identified.
 - Site plan will be no larger than 11" x 17".
 - Other pertinent information has been included.

C. Proof of ownership (Copy of deed or affidavit)

D. If applicable, notarized proof of authority to act as agent for owner (board resolution, etc.)

E. The City of Gulfport Planning Division Staff will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of additional persons to be notified.

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

Explain how the site plan is appropriate with regard to:

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

G. Complete the Home Occupation Checklist
(See pages 5 & 6 attached)

- If the property in which the Home Occupation is to be conducted is rented, a notarized letter from the property owner must be provided giving applicant permission to operate such Home Occupation on the premises.

H. Cash or check payable to the City of Gulfport in the amount of \$75.00.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Sherterica Evans

Address: 12538 Westwood Pl, Gulfport MS 39503

Phone: (Home) 662-931-2775 (Work/Cell) _____

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

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

Nature of business: Handmade jewelry

Please fill in all the appropriate blanks:

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

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: X

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? no

If so, specify the number and frequency of deliveries: _____

Describe size of vehicle making deliveries: _____

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

_____ none _____

Specify number and frequency of visits by clients and customers: none _____

Is everything made, manufactured, or provided on site? yes _____

Is special equipment required in production? no _____

If so, described it, giving size of motor, etc. _____

Are sales made from the premises? no _____

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

Local stores on consignment: _____

Arts and crafts or flea markets: monthly _____

Trade shows: _____

Other: _____

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

Yes _____ No X _____

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

Printed Name: Sherterica Evans _____

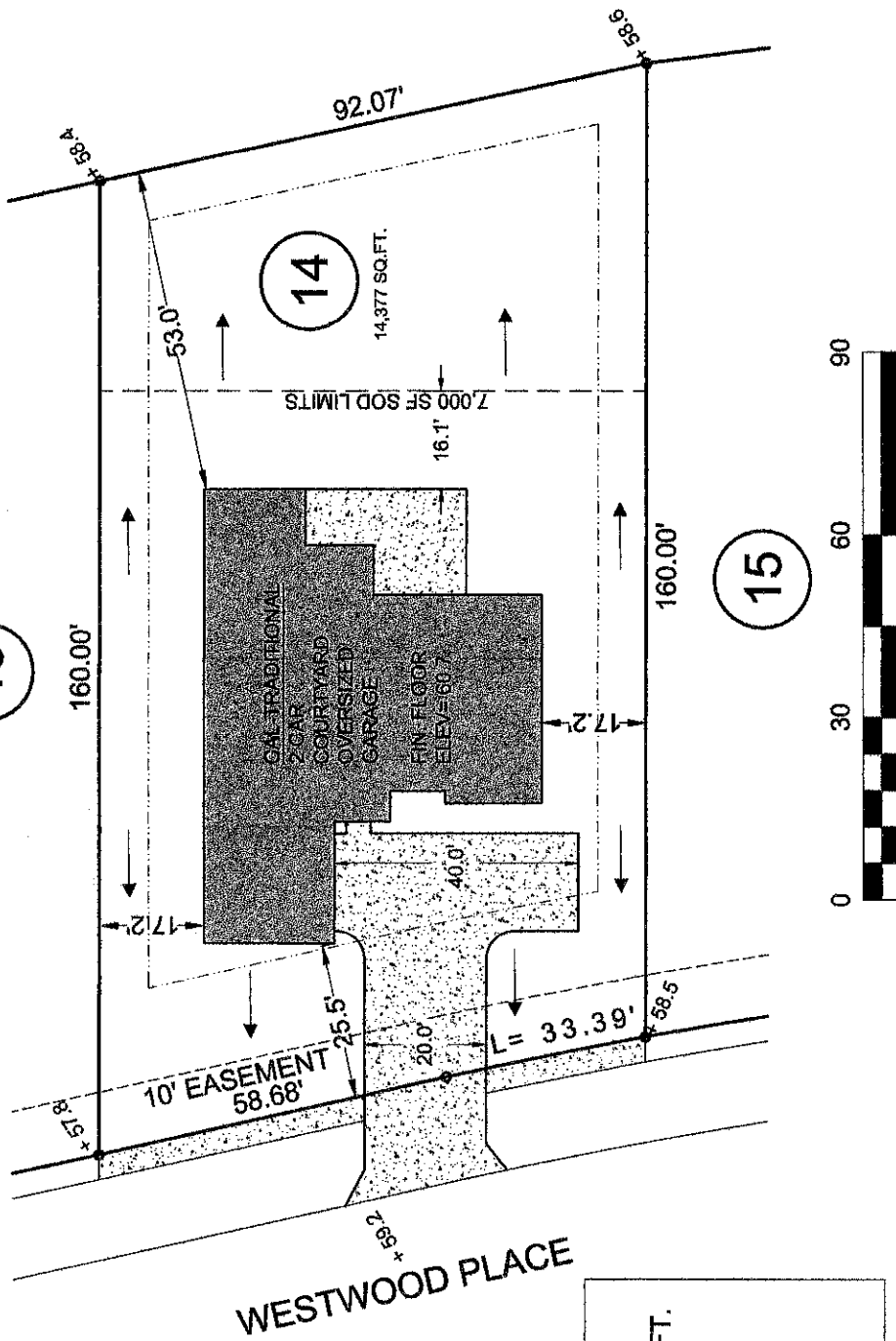
Signature: SE Evans _____

Date: 4/18/22 _____

I propose to use 12538 Westwood Pl, which is my home, as the base for my handmade jewelry business. Materials used jewelry include polymer clay(which is baked in the oven), acrylic paints, alcohol inks, and UV resin. All metal components used will be sourced externally and will not be manufactured on site. None of these materials require any special waste disposal requirements. There will be no increase in water usage or new water supply needed. Everything is made on site, therefore there will be no large delivery trucks to bring goods or products to the site to hamper traffic. The business will be fully online, unless attending an art/craft show. There will be no customers/sales on site to hamper traffic. Since there will be no customers on site, police/fire protection will not be needed. The home will not be advertised as a place where sales will be made.



13



WESTWOOD PLACE

DRIVEWAY AND LEAD
SIDEWALK= 1,517.91 SQ.FT.
ROADSIDE SIDEWALK=
285.47 SQ.FT.
PERVIOUS SURFACE=
10,976 SQ.FT.

CROSBY SURVEYING

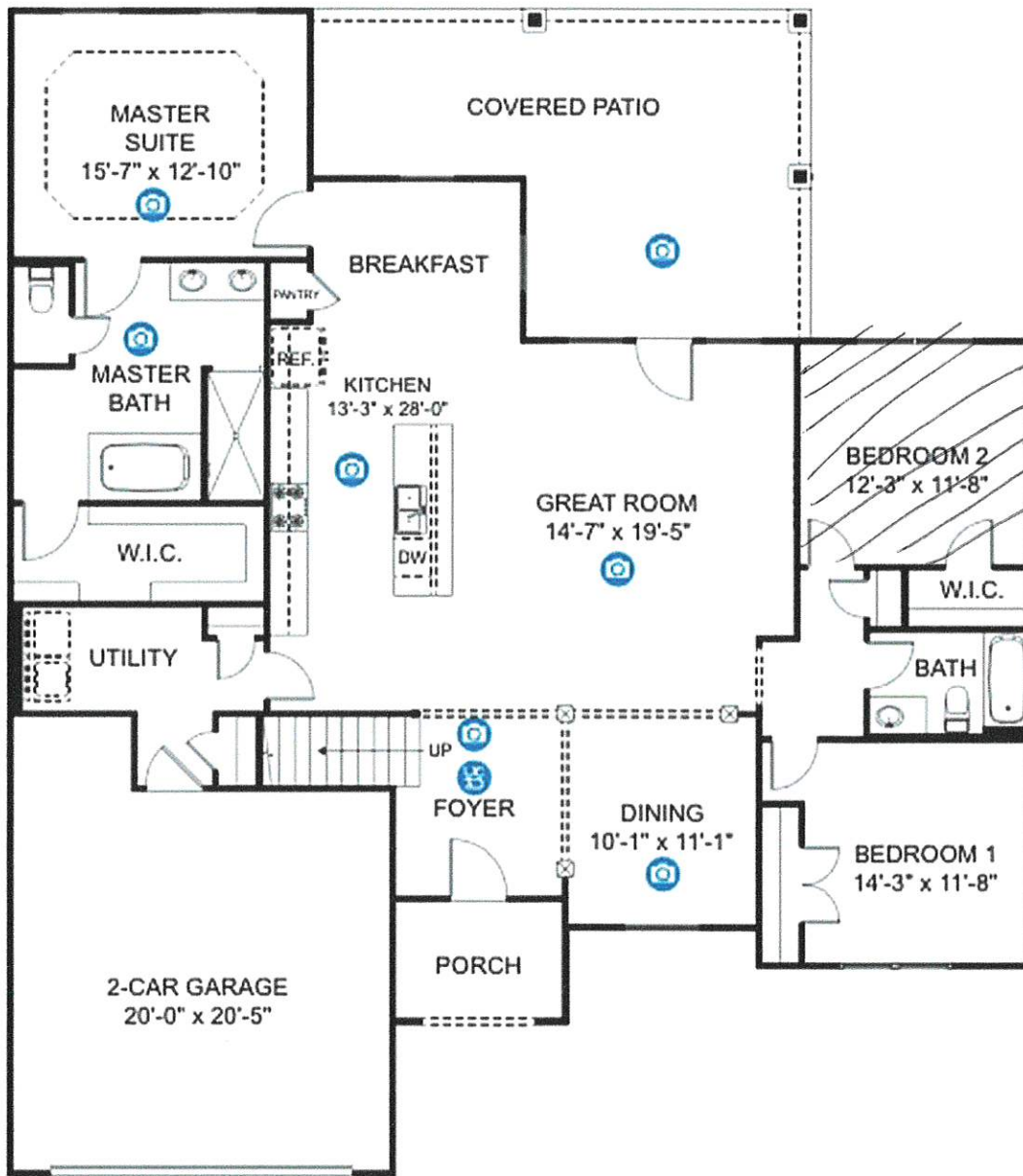
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net



FG4014

SITE PLAN ON LOT 14, THE WESTWOOD
DISTRICT FLORENCE GARDENS, PHASE
4 AMENDED, CITY OF GULFPORT,
HARRISON COUNTY, MISSISSIPPI



- room to
be used
for business



FLORENCE GARDENS

APRIL 18, 2022

VIA EMAIL TRANSMISSION

Mr. Greg Holmes
Planning and Zoning
Gulfport, Mississippi

Dear Greg:

The Florence Gardens Architectural Review Committee (FG ARC) approves Sherterica Evans to operate a home business at 12538 Westwood Place under the assumption there will not be any foot traffic coming to and from her residence or additional noise that would disturb the neighbors around her home.

Please do not hesitate to contact the Florence Gardens staff if you need anything further.

Very truly yours,

FLORENCE GARDENS, LLC

Ryan Goldin
Vice President and Director of Operations
Voice: 228-539-5039 ex. 292
Email: Ryan@florencegardens.com



SCANNED



[Signature] J1 - GULFPORT DISTRICT
Instrument 2022-0000603-D-J1
Filed/Recorded 01/07/2022 2:58:01 PM
Total Fees 26.00
2 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 212485

Index As: Lot 14 Florence Gardens The
Westwood District Phase 4 Amended

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,

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

does hereby sell, convey and warrant unto

**James Harold Evans, Jr. and Sherterica Evans,
as joint tenants with full rights of survivorship and not as tenants in common
12538 Westwood Place
Gulfport, MS 39503
(601) 480-0243**

the following described land and property being located in the First Judicial District

Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Fourteen (14), THE WESTWOOD DISTRICT FLORENCE GARDENS SUBDIVISION, PHASE 4, Amended, 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 58 at page 10, thereof, reference to which is hereby made in aid of and as a part of this description.

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

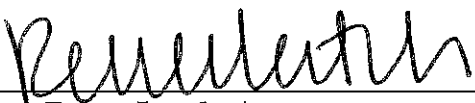
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-

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 Grantee herein.

IN WITNESS WHEREOF, Elliott Homes, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 6th day of January, 2022.

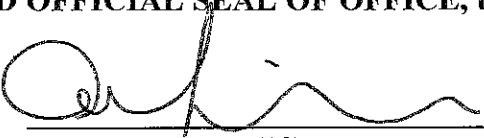
Elliott Homes, LLC


By: **Renee Latch, Agent**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Renee Latch, who acknowledge that she is an Agent of Elliott Homes, LLC, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of January, 2022.


NOTARY PUBLIC

My Commission Expires:



PERMITS/INSP PAYMENT RCPT#: 11235273
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 04/18/22 TIME: 12:28
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: SHERTERICA EVANS
PAYMENT METH: CHECK
381

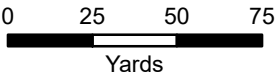
REFERENCE:

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



Legend

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



1 inch = 170 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	144641	0908C-01-001.052	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N			Adjacent Property Owners				
	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
	144632	0908C-01-001.043	BW ARTISAN HOMES LLC	1309 LORRAINE RD	BILOXI	MS	39532
	145659	0908C-01-001.072	COYLE ALAN & MARYLEE	12545 ALPHABET RD	GULFPORT	MS	39503
N	145660	0908C-01-001.073	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
	144638	0908C-01-001.049	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	144639	0908C-01-001.050	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	145658	0908C-01-001.071	HEAD TRACY G	12553 ALPHABET ROAD	GULFPORT	MS	39503
	144629	0908C-01-001.040	KIMBLE ALLECIA SONTIA	12547 WESTWOOD PLACE	GULFPORT	MS	39503
	144642	0908C-01-001.053	LANDON HOMES LLC	9113 OLD CCC CAMP RD	OCEAN SPRINGS	MS	39564
	144631	0908C-01-001.042	LAVOIE ROBERT J & ROBIN M	96 DUCK POND RD EXT S	DENNIS	MA	2660
	144630	0908C-01-001.041	MCGUIRE LLC	15276 A DEDEAUX RD DR	GULFPORT	MS	39503
	144643	0908C-01-001.054	MCSHANE PATRICK O II & PHYLLIS A	12528 WESTWOOD PLACE	GULFPORT	MS	39503
	144640	0908C-01-001.051	OESCHGER DAVID C	12542 WESTWOOD PLACE	GULFPORT	MS	39503
	56911	0908D-01-001.000	PARKER PATRICIA & LOCKRIDGE J	104 WEST CHIPWOOD DR	GULFPORT	MS	39503
	144633	0908C-01-001.044	PERSERVATION HOMES LLC	14231 SEAWAY RD, STE 7009	GULFPORT	MS	39503
	145663	0908C-01-001.076	PETERSON TODD MICHAEL & JANA MARIE	12562 ALPHABET RD	GULFPORT	MS	39503
	145655	0908C-01-001.068	POOLE LARRY SR & CRYSTAL A	12577 ALPHABET ROAD	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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Appeal 2206PC121:

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

Technical Report
PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2206PC121

Hearing Date: May 26, 2022

Current Zoning/Use: B-2 / Commercial structure

Legal: Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

TECHNICAL DETAILS

The City of Gulfport Design standards for commercial use in Sec. IV. – Supplementary design standards (E) (3) 1.4 Fencing and screening states “materials and finishes should be durable and easily maintained. Brick, wood, stucco or wrought iron are the preferred materials. Chain link fence at the rear or storage areas at the rear of structures may be used.”

The applicant states, “we are requesting an appeal to the commercial design standards for the use of a 6-foot tall vinyl coated chain link fence along Bernard Parkway and that a fence is required for security purposes at this location.” It is further mentioned that the dealership requires visibility from the public after business hours to help with sales of the campers, stockade, and split rail fencing does not meet the security requirements for the dealership. All campers at this site are towable units that range in sizes; due to this, a higher fence is required.

Further, it is also mentioned a wrought iron fence would be too costly for this project due to the fencing facing Lorraine Road is 200-feet beyond the property line and will be blocked by vehicles and landscaping. The gate is 250 beyond the property line and is obscured by the building. The cost of the options stated above would be too costly due to the length of the fence and would not provide the proper security.

EXECUTIVE SUMMARY:

All campers at this site are towable units that range in sizes; due to this, a higher fence is required. By using a vinyl coated chain link fencing would not cause any visibility issues.

Any approval should consider these conditions:

1. Approval will allow the applicant to use vinyl coated chain link fence where brick, wood, stucco, or wrought iron are preferred materials.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 5/17/22.

Technical Report
PLANNING COMMISSION APPROVAL

Public Works: No comments as of 5/17/22.

Traffic and Safety: No conditions. Memo dated 5/16/22.

Building Code Services: No comment as of 5/17/22.

GIS: No comments as of 5/17/22.

Police Department: No conditions. Memo dated 5/16/22.

Fire Department: No conditions. Memo dated 5/13/22.

City Arborist: No conditions. Memo dated 5/13/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

Sec. IV. - Supplementary regulations.

Sections A-D skipped for printout purposes

(E) **Supplementary design standards.**

- (1) **Application & review process:** For projects subject to review as defined below, applicants will be required to submit proposed site plans, landscape plans, building elevations, photographs of adjacent and surrounding properties, and information regarding proposed building materials. Such information will be used as the basis for a determination of compliance or non-compliance with applicable design standards.

Upon review of applications, staff may deem a project not in compliance with applicable design standards and forward the application to the Architectural Review Committee (ARC) for review. The ARC will review the application and prepare a determination of compliance or non-compliance with applicable design standards. For projects the ARC finds the project not in compliance, the applicant may revise plans and resubmit for staff review or **appeal the decision to the planning commission.**

The planning commission will review such applications and prepare a determination of compliance or non-compliance. If the planning commission finds the project not in compliance, the decision may be appealed to the city council by filing with staff a written notice of appeal specifying the decision from which the appeal is taken. A decision of the city council may be appealed to the court of jurisdiction as provided in the Mississippi Code of 1972, as amended.

Section (2) skipped for printout purposes

(3) **Commercial projects.**

The standards of this section apply to commercial and mixed use building project meeting the following criteria:

New and Renovated Buildings along Commercial and Mixed Use Corridors. New construction of a building or major renovation **or addition** to an existing building valued greater than fifty thousand (\$50,000.00) dollars intended for commercial, office, hotel/motel, or other commercial or mixed use on a property fronting on or visible from a public roadway designated as an arterial or major collector in the city's comprehensive plan.

(a) **Design Standards.**

1. **Site design.**

1.1. **General.**

- i. All projects should ensure natural features, other site features, relationship to adjacent buildings, land uses, and street have been appropriately incorporated into the design and selection of the best location for a building or buildings on a particular site.
- ii. Natural site amenities should be recognized. Views, trees, creeks and similar features unique to the site should be preserved and incorporated into development proposals. Such features should be considered as strong site design determinants. Disruption of existing natural features, particularly older trees, should be minimized.
- iii. Site grade elevation changes should be limited to prevent conflicts between adjoining properties and public rights-of-way.

1.2. **Site planning and building placement.**

- i. Projects should consider their influence on neighboring properties. Projects should be designed to contribute to the overall character, identity, and

attractiveness of a neighborhood or district and minimize impacts on nearby property zoned for lower density/intensity uses.

- ii. Pad buildings on outparcels or a portion of a main building on a site with multiple buildings should be located along street frontages to add definition to the streetscape.
- iii. Buildings on corner sites should consider both street frontages, with precedence to the primary street.
- iv. Buildings in the interior of large sites should be placed to form a consistent, distinct edge along interior drives and pedestrian pathways and be arranged to define public and semipublic spaces such as gardens and courtyards.
- v. Buildings serving common purposes in multiple-family projects should be placed in a prominent location and help define public spaces, terminate vistas, and screen service drives and areas.

1.3. *Building orientation and entries.*

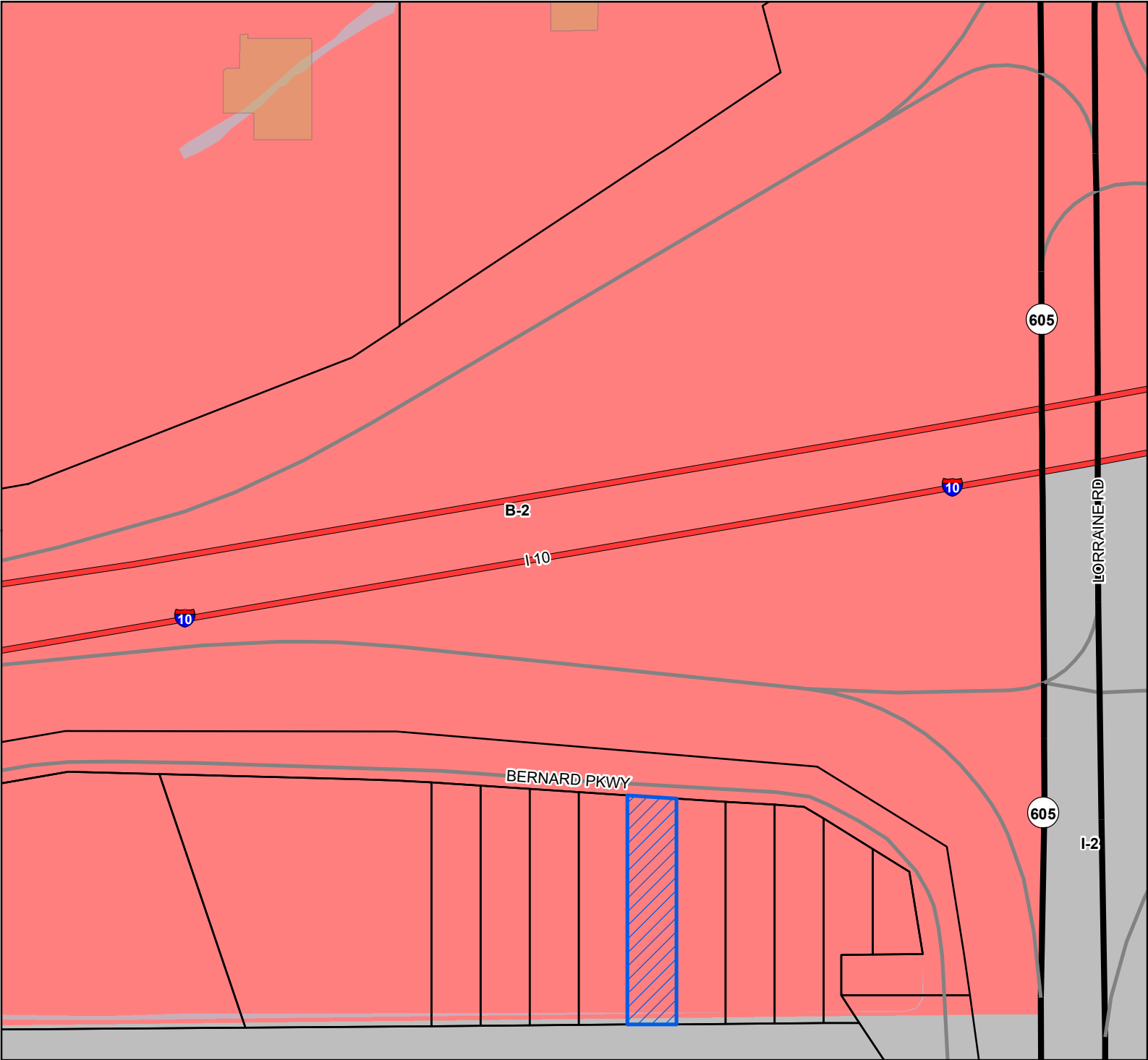
- i. Buildings should be arranged along the perimeter of large sites with primary façades and entryways oriented to public streets and the intersections of major roads and site access drives.
- ii. Primary building entries should be clearly defined and highly visible.
- iii. For commercial buildings with multiple retail spaces, individual retail spaces on the ground floor should have their own separate entry, unless it is an interior mall entrance case, at the front of the building oriented to a street, parking area or service drive. Retail uses may have secondary entries in the rear of the building.
- iv. Detached buildings in a multiple-family residential project or mixed use buildings with upper story residential should be located so that primary ground floor entries to units open onto landscaped patios, stoops, dooryards, or courtyards.
- v. Separate entries for ground-floor residential units facing streets and sidewalks are encouraged. Rear and side units should have yard depths sufficient to create adequate separation from service and parking areas.

1.4. *Fencing and screening.*

- i. Fencing materials and colors should complement the building's architectural style and utilize the prevalent materials and design for the building and the neighborhood. Materials and finishes should be durable and easily maintained. Brick, wood, stucco or wrought iron are the preferred materials. Chain link fence at the rear or storage areas at the rear of structures may be used.
- ii. Screening should be accomplished using materials consistent with the building façades so the visual and acoustic impacts are contained and out of view or hearing from adjacent properties and public.

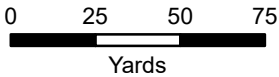
1.5. *Storage, utilities, and mechanical equipment.*

- i. Areas for outdoor storage, trash, recycling, and truck loading should be incorporated into the overall design of the building and site.
- ii. All refuse and recycling containers should be placed within screened storage areas or enclosures that are designed consistent with current city waste management standards.
- ✗ iii. Trash enclosures should be located remotely from project access points, building entries, public view corridors, and main circulation paths, but must be accessible to truck traffic for pick up. Enclosures should be constructed of six (6) foot high masonry walls with solid metal gates or wood gates. Enclosure finishes should



- Site
- Interstate Highway
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Zoning**
 - B-2 - General Business District
 - I-2 - Heavy Industry District

Site Information
1008M-03-001.006
Zoning: B-2 (General Business)
Size: 16,725 sqft.
Flood: X



1 inch = 170 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 #: 2206PC121

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: B-2Ward: 5 Flood: XSize: 16,725 sqft.

(If necessary, use separate sheet of paper)

TAX PARCEL #

1	0	0	8	M	-	0	3	-	0	0	1	•	0	0	6
					-			-				•			
					-			-				•			

Address of Property Involved: 12131 Bernard Parkway, Gulfport, MS 39503

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

General Location: _____

GENERAL DESCRIPTION OF APPEAL:

Request for appeal of use of black vinyl coated chain link fencing
per sheet C-20

OWNERSHIP AND CERTIFICATION:

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

OWNER**AGENT**Printed Name Of Owner: MB Pinnacle GP Real Estate, LLCPrinted Name Of Agent: Rob AdkinsonMailing Address: 316 E Hazzard Beach Rd.Mailing Address: 12131 Bernard ParkwayCity: SLACK State: LA Zip code: 70461City: Gulfport State: MS Zip code: 39503Home Phone: 501-607-4488 Work/Cell Phone: _____Home Phone: 833-680-CAMP Work/Cell Phone: _____Email: grabinson@mlawto.comEmail: rob@camplinecampus.comSignature Of Owner: [Signature]Signature Of Agent: [Signature]

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.

ZR # 4106

May 03, 2022



ZITO • RUSSELL
ARCHITECTS, P.C.

820 S. UNIVERSITY BLVD.
SUITE 2G
MOBILE, ALABAMA 36609
251.343.6161 PH
251.343.5505 FAX

Appeal Request
COUNTY LINE CAMPER SALES
GULFPORT, MS

Permit Number: 2021-02382

We are requesting an appeal to the Commercial Design Standards for the use of a 6' tall vinyl coated chain link fence along Bernard Parkway. The height of the fencing is required for security purposes. Chain link is the best option to allow security and visibility. Chain Link is shown under "Visual Definitions for Fences" in the City of Gulfport's Fence Ordinance Guide.

ZR # 4106

May 03, 2022



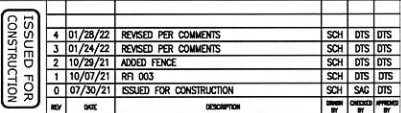
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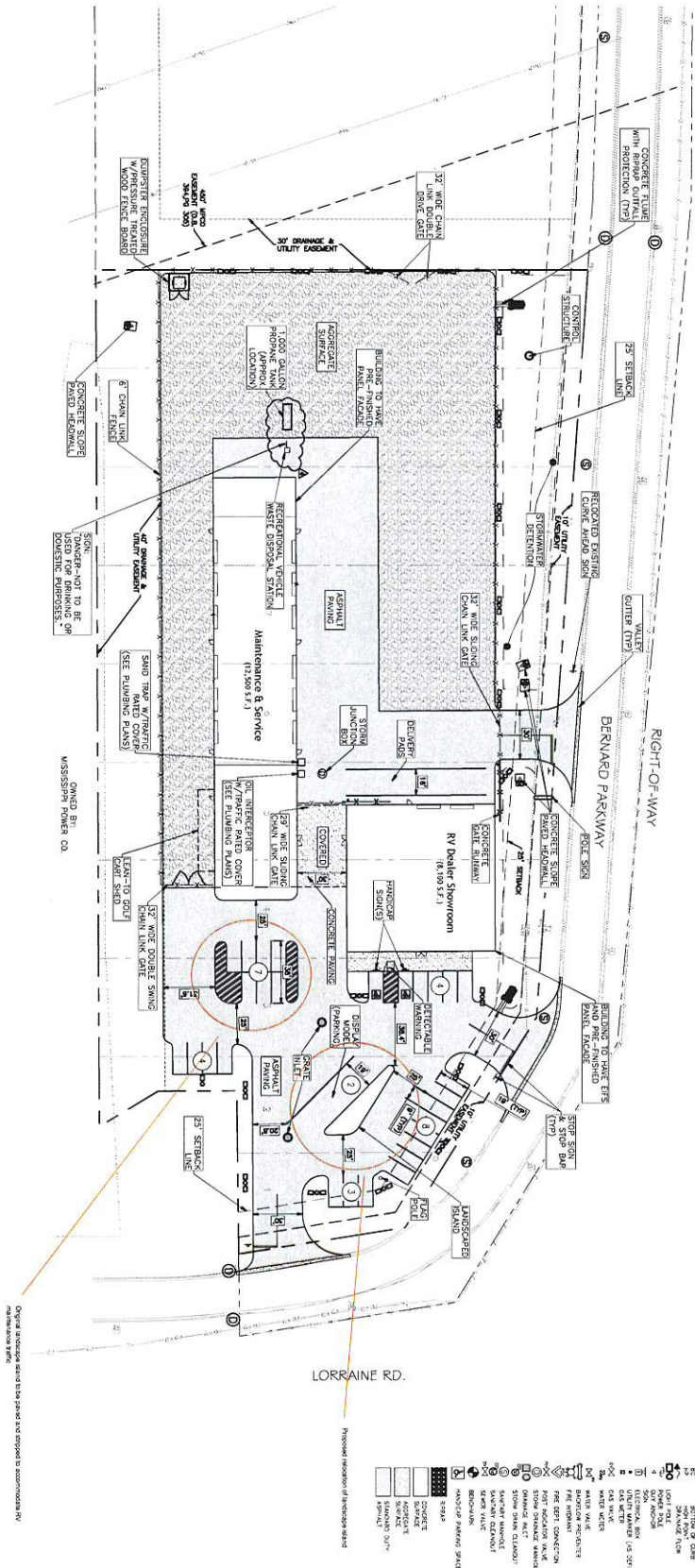


GULFPORT RV DEVELOPMENT
LORRAINE ROAD, GULFPORT, MS

CIVIL
CIVIL SITE PLAN

CIVIL
CIVIL SITE PLAN

THK	TS	SAC
10/13/20	1" = 30'	
C-20		4



DESCRIPTION:
LOTS 1-10 CEDAR POLES COMMERCIAL PARK, RECORDED IN M.B.395, PG. 481.
ABSTRACTED IN WABASH COUNTY RECORDER'S OFFICE.

FLOOD ZONE: THE SURFEYED AREA LIES WITHIN FLOOD ZONE X (UNSHADED), ACCORDING TO FEMA FLOOD INSURANCE RATE MAP PANEL No. 28047C0250G, DATED 6/16/2009. ZONE X IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SITE DATA:

Jurisdiction: CITY OF GULFPORT, MS
ZONING - B-2

FORM - 0-2

File No. 100 0000 1

Site Area - 3.482 acres ±

Setbacks: 25' FRONT

Zoning Source: CULSPORT, MS MUNICODE

PARKING: Choice area, 700 or more spaces \$6.000; rest, 0-699/\$2.00

REQUIRED: 1 SPACE PER 300 SF GROSS FLOOR AREA = $8,100/300 = 27$ SPACES
PROVIDED: 28 REGULAR PARKING SPACES
2 HANDICAP SPACES (inc. 1 VAN SPACE)
10 TOTAL

BLIND RING WEIGHT: 30'

BUILDING HEIGHT - 30

Proposed Site Calculations:

- 20,600 s.t. Building
- 45,535 s.t. Paving (C

40.371 s.f. Aggregate Surface

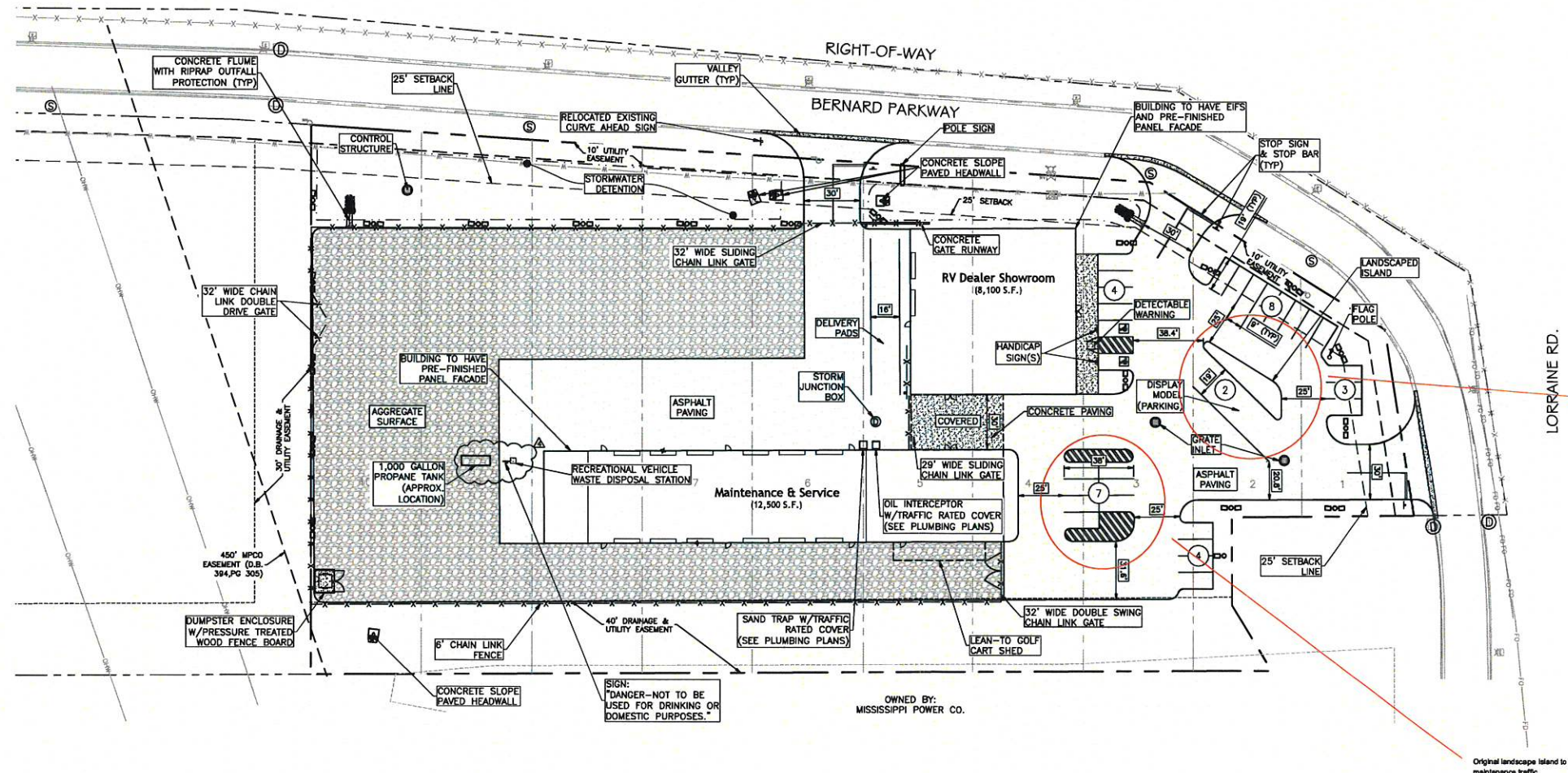
NOTE:

CIVIL SITE PLAN

SCALE: 1" = 30'



- LEGEND:**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - CENTERLINE
 - EASEMENT
 - FIRE WATER LINE
 - WATER LINE
 - SANITARY
 - SANITARY FORCE MAIN
 - UNDERGROUND COMM.
 - UNDERGROUND POWER
 - OVERHEAD WIRING
 - WOOD PRIVACY FENCE
 - CHAIN LINK FENCE
 - STORM DRAIN
 - EX. INDEX CONTOUR
 - EX. INTERMEDIATE CONTOUR
 - EX. SPOT ELEVATION
 - INDEX CONTOUR
 - INTERMEDIATE CONTOUR
 - PROPOSED ELEVATION
 - TOP OF CURB
 - BOTTOM OF CURB
 - HIGH POINT
 - DRAINAGE FLOW
 - LIGHT POLE
 - POWER POLE
 - UTILITY AND/OR SIGN
 - ELECTRICAL BOX
 - UTILITY MARKER (AS DEFINED)
 - GAS METER
 - GAS VALVE
 - WATER METER
 - BACKFLOW PREVENTER
 - FIRE HYDRANT
 - FIRE DEPT. CONNECTION
 - POST INDICATOR VALVE
 - STORM DRAIN MANHOLE
 - DRAINAGE INLET
 - STORM DRAIN CLEANOUT
 - SANITARY MANHOLE
 - SANITARY CLEANOUT
 - SEWER VALVE
 - BENCHMARK
 - HANDICAP PARKING SPACE
 - RIPPRAP
 - CONCRETE SURFACE
 - AGGREGATE SURFACE
 - STANDARD DUTY ASPHALT



DESCRIPTION:
LOTS 1-10 CEDAR POPPS COMMERCIAL PARK, RECORDED IN M.B.395, PG. 481, RECORDED IN HARRISON COUNTY, MISSISSIPPI.

FLOOD ZONE:
THE SURVEYED AREA LIES WITHIN FLOOD ZONE X (UNSHADED), ACCORDING TO FEMA FLOOD INSURANCE RATE MAP PANEL No. 28047C0280G, DATED 6/16/2009. ZONE X IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SITE DATA:
Jurisdiction: CITY OF GULFPORT, MS
ZONING - B-2
Site Area - 3.482 acres ±
Setbacks:
25' FRONT
0' SIDE
0' REAR
Zoning Source: GULFPORT, MS MUNICODÉ

PARKING:
REQUIRED: 1 SPACE PER 300 SF GROSS FLOOR AREA = 8,100/300 = 27 SPACES
PROVIDED: 28 REGULAR PARKING SPACES
2 HANDICAP SPACES (INC. 1 VAN SPACE)
30 TOTAL

BUILDING HEIGHT: 30'

Proposed Site Calculations:
- 20,600 s.f. Building
- 45,535 s.f. Paving (Concrete & Asphalt)
- 40,371 s.f. Aggregate Surface
- 45,167 s.f. (1.04 acres) Landscaped area (30% of total)

NOTE:
SEE HORIZONTAL CONTROL PLAN FOR ALL DIMENSIONS

CIVIL SITE PLAN
SCALE: 1" = 30'

ISSUED FOR CONSTRUCTION



PARTNER



GULFPORT RV DEVELOPMENT
LORRAINE ROAD, GULFPORT, MS

CIVIL
CIVIL SITE PLAN

DATE	THK	TS	SAG
10/13/20	1"	30'	
C-20			4



Fence Ordinance Guide

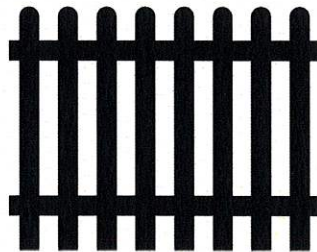


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Proposed Regulation

Section I. Definitions.

Fences, walls, and hedges: Accessory uses designed to provide top-open enclosures, barriers, boundaries, screening, or ornamental features, to include retaining walls.

Section IV. Supplementary Regulations

(D) Supplementary Yard Regulations

(7) Fences, walls, and hedges.

(a) General design and material regulation.

1. All privately owned fences, walls, and hedges must be on the property owned by the owner of the subject fence and must not be in any right-of-way.
2. Ground level may not be altered for purposes of allowing a higher fence, wall, or hedge.
3. Unless otherwise stated in this section and where the maximum heights allowed for any fence, wall, or hedge are in conflict; the shortest maximum height shall apply.
4. Customary fencing around tennis courts and other recreational amenities shall follow the height restrictions and setbacks of the district and shall comply in all other respects with the terms of this section.
5. Subdivision entrance features—commonly used to identify subdivisions—must only be at the entrances to a subdivision and must not be higher than ~~six~~ (6) feet above grade. The feature may be on any property line adjacent to a right-of-way provided it does not inhibit the visibility of traffic, is compliant with Section (D) (4) *Visibility at intersections*, and shall otherwise comply in all other respects with the terms of this section.
6. Gates must not be designed to swing across property lines or to swing into any right-of-way.

7. Fences, walls, and hedges adjacent to a less intense zoning designation must follow the fencing regulations of the less intense zone.

8. Fencing and wall material must be an imitation of or be actual brick, wood, stucco or wrought iron. Fence types include stockade, split rail, picket, wrought iron, decorative bollard, and chain link and are typically constructed of wood, vinyl, and veneered metal. In industrial districts, painted metal panels may be allowed with the exception that no unarticulated length shall exceed *one-foot* (1'). Walls are typically solid-opaque structures constructed of stone or masonry. Materials and finishes should be durable and easily maintained and fencing and walls shall be compatible with the design of the principle building.

Fences and walls shall not be constructed of electrically charged wire and wire fences such as those with hardware cloth, chicken wire, agriculture, or others. Moreover, materials not specifically manufactured for permanent fencing are not allowed, and no fence shall be made of, in whole or in part, cloth, canvas or other like material. The cut or salvage end of wire or metal fencing materials may not be exposed at the top of a fence if the height of the fence is less than six and *one-half* (6 1/2) feet.

9. Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except galvanized metal fences, shall have a colored finished coat applied to them and be preserved against rust and corrosion.

10. Missing boards, pickets or posts shall be replaced within 45 days with material of the same type and quality.

11. Fences and walls shall be maintained in an upright condition.

12. Property owners shall be responsible for the maintenance of the fencing, walls and hedges on their property, and for removal of any fence, wall, or hedge if it becomes unsightly or a menace to public safety, health or welfare.

13. On a drainage or irrigation easement, an owner may fence their property, but the water flow cannot be interrupted and must allow full access to the holder of the easement for the purpose of the easement. This may require gates to access the property with both foot traffic and equipment required to maintain the ditch or pipe. It is the

responsibility of the property owner to contact those who own the easements and get approval of the fence, gate, design, etc.

(b) Residential Districts including R-O, R-B, T4L and T4+.

1. Fences, walls, and hedges between the primary and continuous front façade line continuing to the rear of the property:

i. Must not be higher than ~~six~~ (6) feet above grade except where required to be higher by city ordinance.

ii. A decorative topping of no less than ~~five~~ (50) percent transparency may be allowed but must not exceed ~~eight~~ (8) feet above grade.

iii. Fence, wall, and hedge posts may extend past ~~six~~ (6) inches above the absolute height of a fence above grade and must be of a decorative design where extended but in no case may it exceed ~~eight~~ (8) feet above grade.

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than ~~four~~ (4) feet above grade.

3. Barbed or razor wire is expressly prohibited.

(c) Business and Industrial Districts including E-G.

1. Fences, walls, and hedges between the primary and continuous front façade line continuing to the rear of the property must not be higher than ~~ten~~ (10) feet above grade including fence posts.

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than ~~four~~ (4) feet above grade.

3. A maximum of two feet of barbed or razor wire is allowed on fences or walls not less than ~~eight~~ (8) feet above grade. However, barbed or razor wire is not allowed on any fence or wall adjacent to a property belonging to a residential use or district including R-O and R-B.

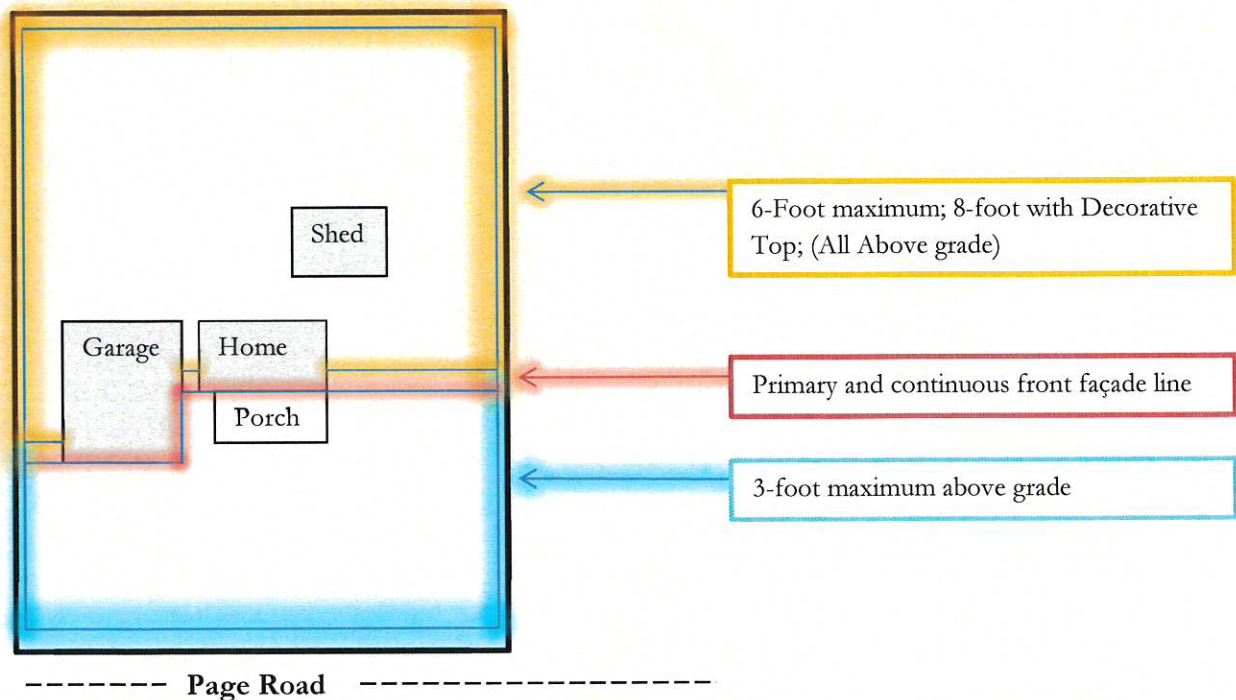
(d) Standards for variance approval. When determining a variance to fence, wall, and hedge requirements, the zoning board shall consider the following:

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies;
2. Visual impact on adjacent properties, streets, alleyways, and water bodies;
3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood;
4. Impact on ingress and egress, if applicable;
5. Screening, buffering or separation of any nuisance or hazardous feature.
6. Compatibility with adjacent properties.

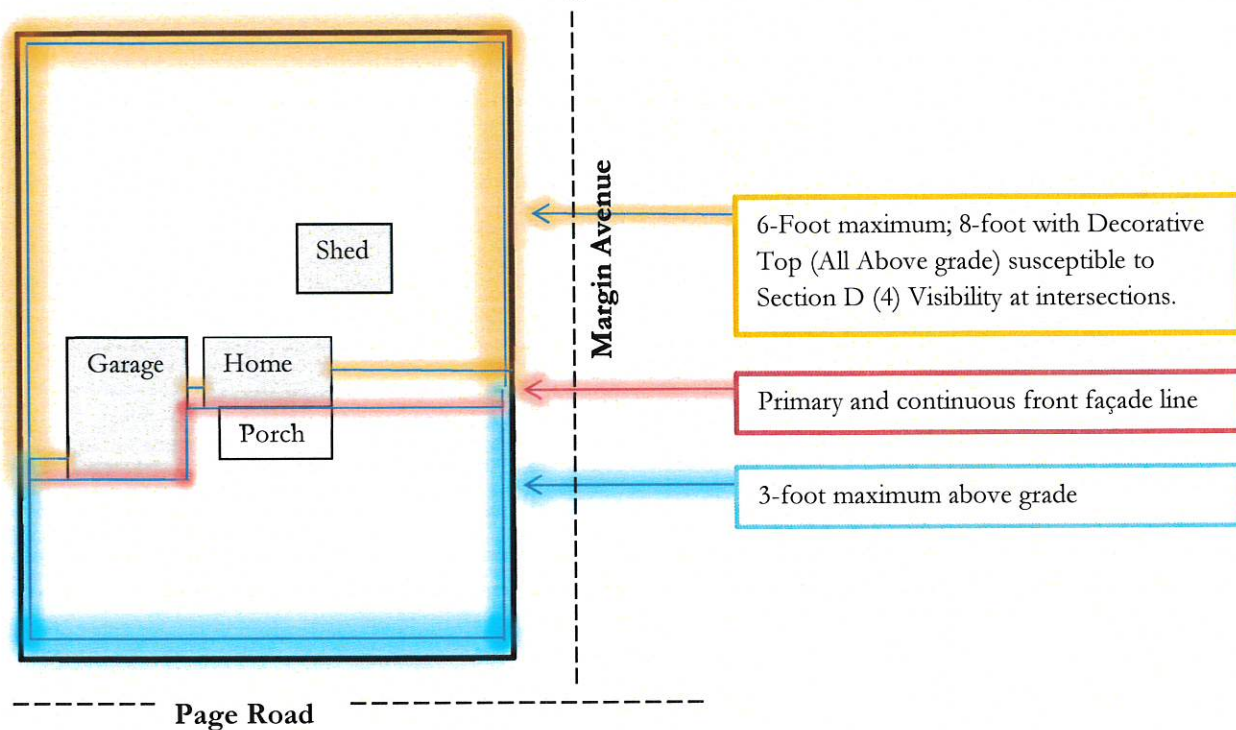


Residential Fence Examples

A. Interior Residential Lot

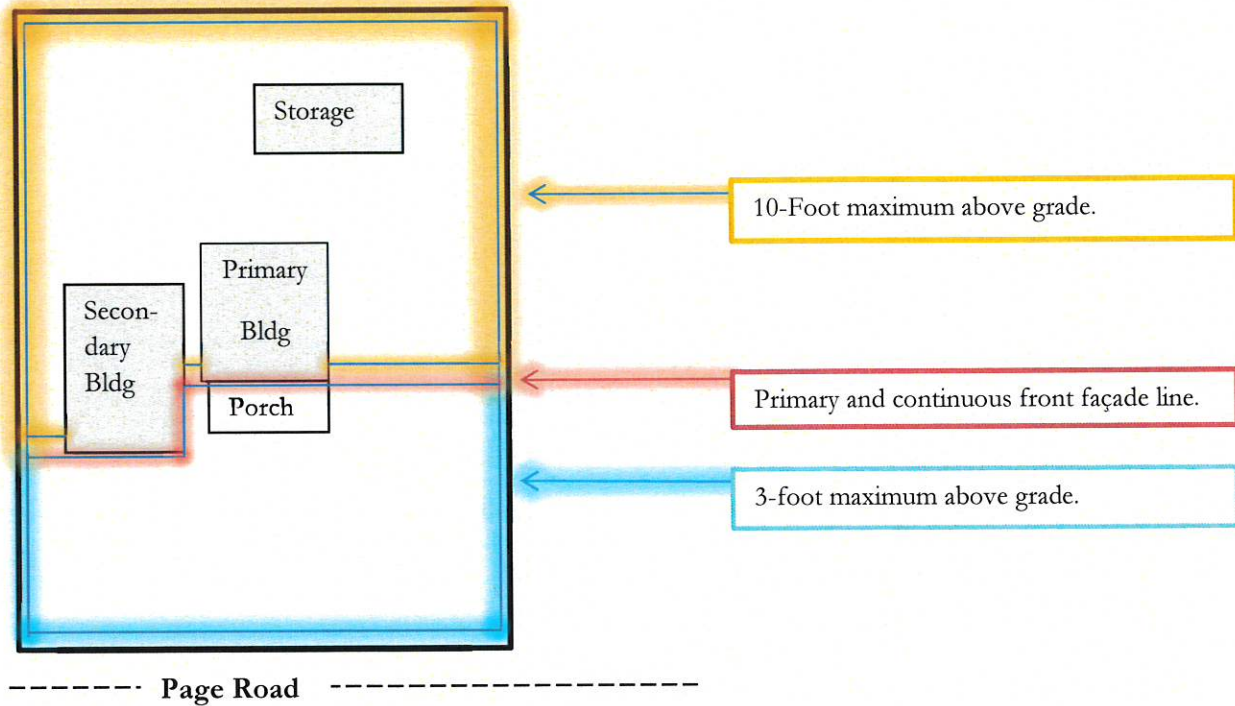


B. Residential Lot Corner Building Site

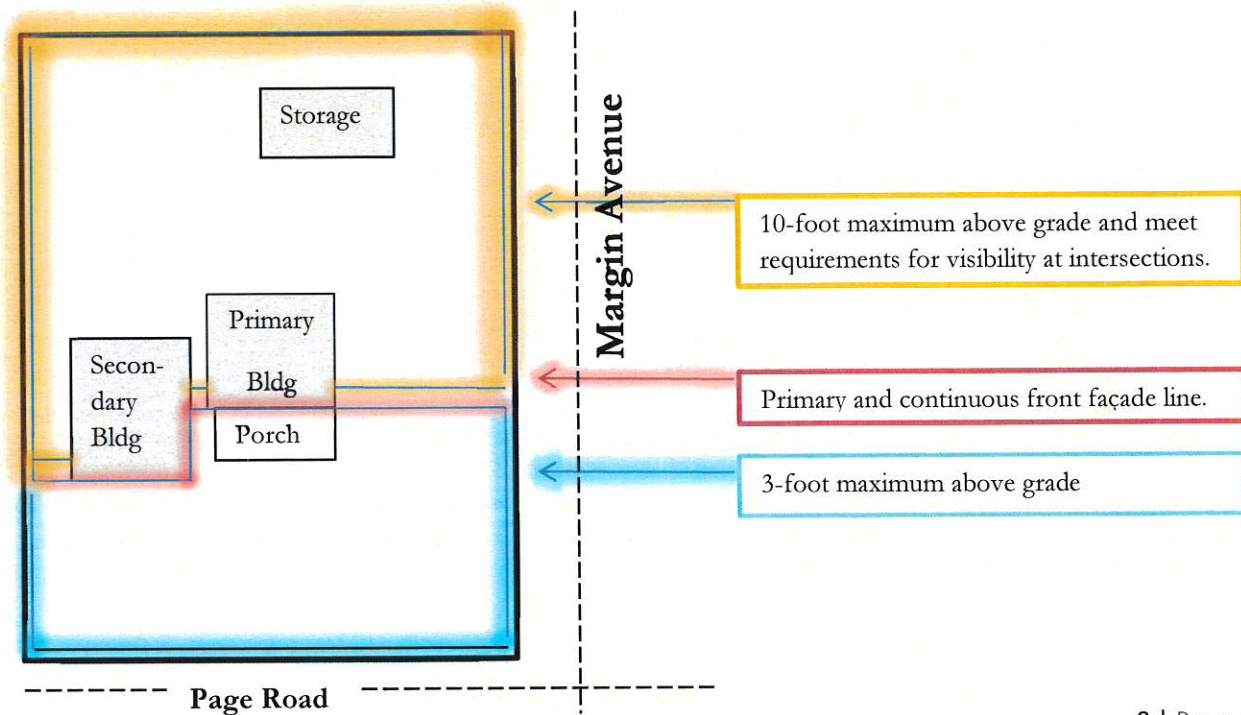


Business and Industrial Fence Examples

A. Interior Business or Industrial Lot



B. Business or Industrial Lot Corner Building Site



Visual Definitions for Fences

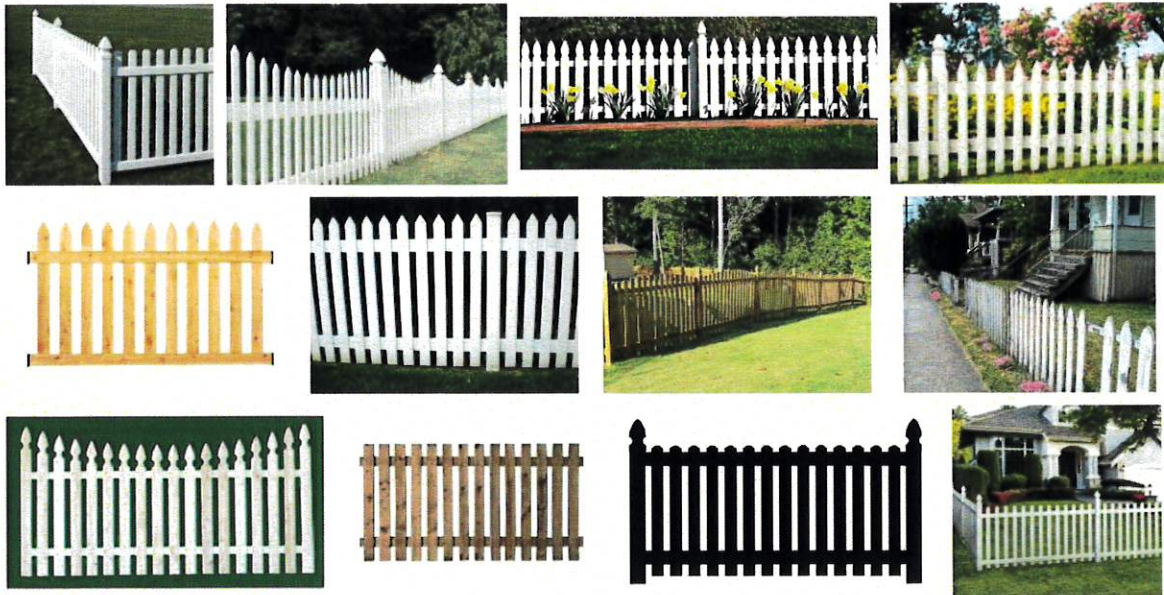
Stockade Fencing



Split Rail



Picket



Wrought Iron



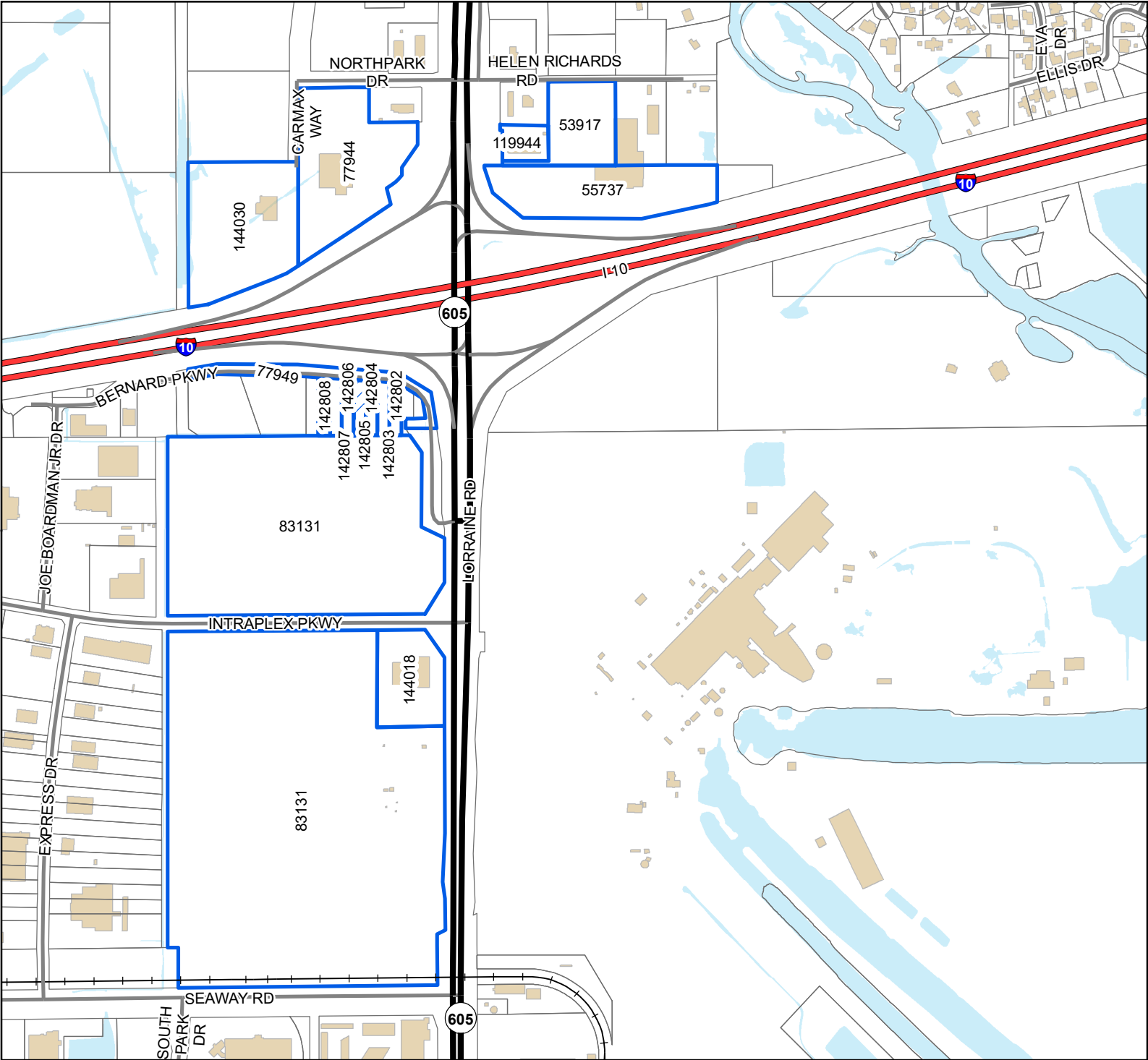
Bollard



Chain link

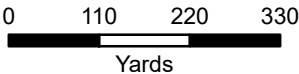


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	142805	1008M-03-001.006	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N			Adjacent Property Owners				
	119944	1008M-01-015.002	AFN ABSPROP001 LLC C/O AMERICAN FINAN	7621 LITTLE AVE STE 200	CHARLOTTE	NC	28226
	144030	1008M-04-006.003	CARMAX AUTO SUPERSTORES INC	12800 TUCKAHOE CREEK PARKWAY	RICHMOND	VA	23238
N	77949	1008M-03-001.000	GULFPORT CITY OF				0
N	142802	1008M-03-001.003	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N	142803	1008M-03-001.004	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N	142804	1008M-03-001.005	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N	142806	1008M-03-001.007	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N	142807	1008M-03-001.008	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
N	142808	1008M-03-001.009	MB PREOWNED GP REAL ESTATE LLC	316 E HOWZE BEACH RD	SLIDELL	LA	70461
	83131	1009D-02-001.000	MISS POWER CO	P O BOX 4079	GULFPORT	MS	39502
	77944	1008M-04-003.000	MS INTERSTATE PROPERTIES LLC ATTEN: ROIP	O BOX 6971	METAIRIE	LA	70009
	144018	1009D-02-001.001	RACETRAC PERTROLEUM INC C/O SILVER OAP.O.	BOX 2437	SMYRNA	GA	30081
	55737	1008M-01-016.000	TITAN PROPERTY GROUP LLC	11397 HELEN RICHARDS DR	GULFPORT	MS	39503
N	53917	1008M-01-014.000	TITAN PROPERTY GROUP LLC	11397 HELEN RICHARDS DR	GULFPORT	MS	39503



Legend

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



1 inch = 700 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:****IPL0072175****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

63.48

Payment Type:

Account Billed

User ID:

IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT**Date**

May 6, 2022 10:27:58 AM EDT

Amount:

63.48

SCHEDULE FOR AD NUMBER IPL00721750

May 11, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00721750**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, May 26, 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.

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

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel 0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Planning Commission Approval 2205PC081, by owner Staci Hensley, tax parcel 0807K-01-013.001, Requests home occupation for natural soap business use, 13333 Twin Dr, Zoned R-1-15 (Single-family), Ward 7

Planning Commission Approval 2205PC083, by owner Brenda P Taylor, tax parcel 0908I-01-007.040, Requests home occupation for mobile notary use, 12063 Jessica Cr, Zoned R-1-10 (Single-family), Ward 6

Resubdivision 2205PC084, by agent Terry Calvert, tax parcels 0811H-02-044.000, 0811H-02-067.000, 0811H-02-068.000, and 0811H-02-069.000, Divide into two new parcels, 1111 & 1109 2nd St, Zoned R-1-7.5 (single-family), Ward 2

Resubdivision 2205PC087, by agent Kevin Taylor, tax parcel 0911F-01-027.000, Divide into two new parcels, 522 E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Planning Commission Approval 2205PC090, by owner Valinda Pullen, tax parcel 0810B-03-046.000, Requests mobile home use, 8329 W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2205PC091, by agent Billy J Roberson, tax parcel 1010K-02-021.000, Requests home occupation for commercial decor office use, 2205 Taylor Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Resubdivision 2205PC094, by agent Heinrich & Associates, LLC, tax parcel 0708A-02-011.000, Divide into four new parcels, 16148 Robinson Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Text Amendment 2205PC095, by City of Gulfport, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses, Liquor Stores and/or Free-Standing Lounges

Planning Commission Approval 2205PC096, by agent Jacqueline Wilson, tax parcel 0710H-02-020.000, Requests mobile home use, Ganges St, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2206PC100, by agent Ocean Aero, tax parcel 1010G-03-018.000, Request for boat building use, 1909 E Pass Rd, Zoned T6 (Urban Core Zone), Ward 2

Planning Commission Approval 2206PC101, by owners Sherterica and James Evans, tax parcel 0908C-01-001.053, Requests home occupation for on-line jewelry business use, 12538 Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

Appeal 2206PC121, by agent Rob Adkinson, tax parcel 1008M-03-001.006, Appeal design review standards for fence materials, 12131 Bernard Parkway, Zoned B-2 (General Business), Ward 5

This the 5th day of May 2022

Keith Williams, Chairman

City of Gulfport Planning Commission

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Other Business

MEMORANDUM

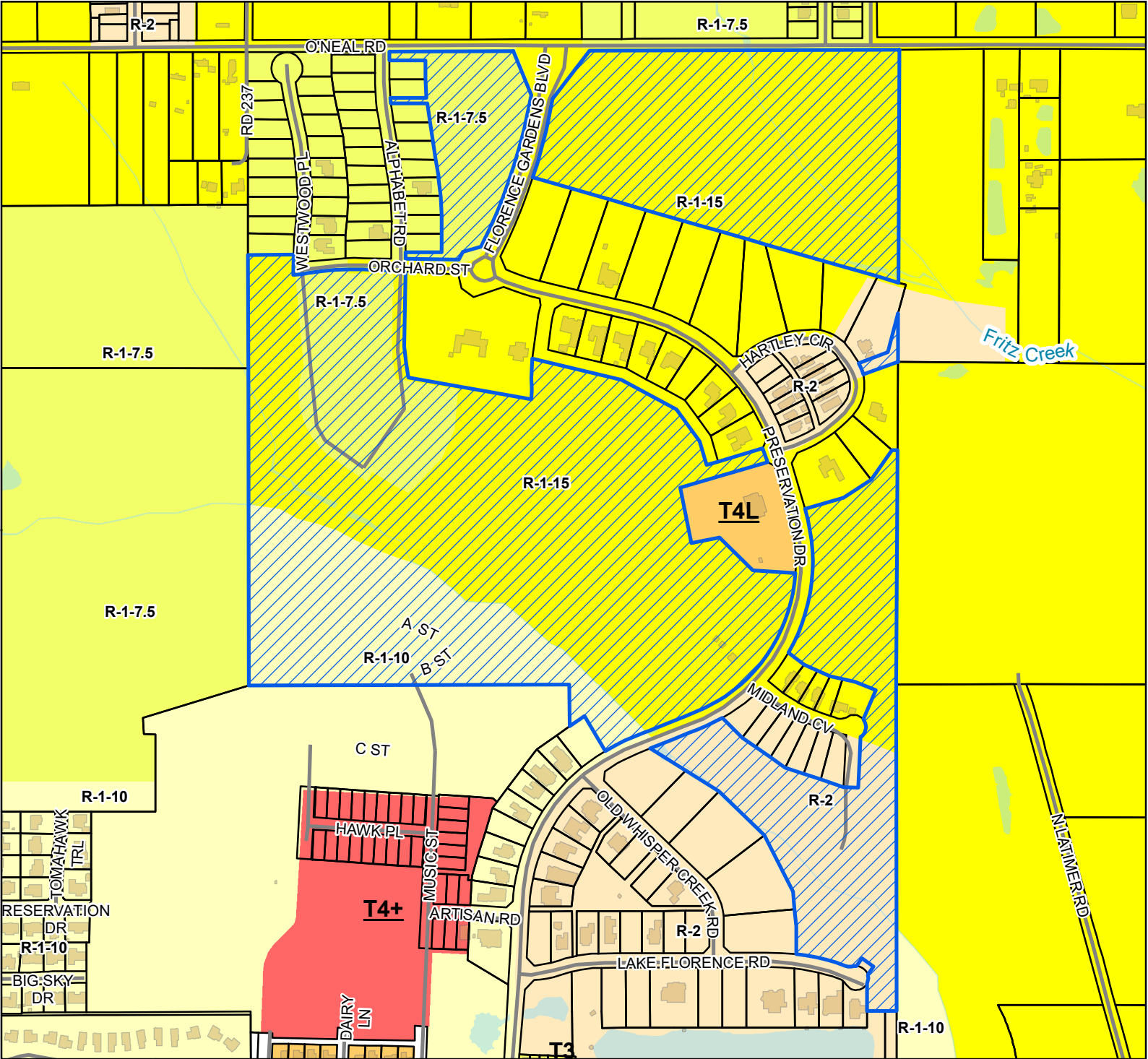
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 2022

Re: Final Plat 2204PC059:

Final Plat 2204PC059, by agent Brown, Mitchell, & Alexander, Inc, tax parcel 0908C-01-001.000, Plat modification of 17-lot (Florence Gardens Phase 7), with 5 outparcels, Zoned R-1-7.5 (Single-family), Ward 6



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Smart Code

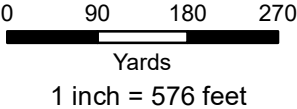
- T4+
- T4L
- T3

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.

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

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



FLORENCE GARDENS

Master Deed Restrictions

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

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

IMPOSITION OF DEED RESTRICTIONS:

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

ARTICLE I: | Definitions

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

1.2. Documents.

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

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

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

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

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

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

1.3 Parties.

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

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

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

1.4 Land Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Design Review Definitions.

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

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

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

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

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

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

1.6 Association Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: | Development
| Plan

2.1 Mixed Use.

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

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

2.2 Property Subject to Master Deed Restrictions.

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

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

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

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

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

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

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

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

ARTICLE III: | Design Standards

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

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

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

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

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

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

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

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

3.3 [Intentionally Deleted]

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

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

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

ARTICLE IV: | Review
Procedure

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

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

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

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

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

4.2 Construction Subject to Review.

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

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

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

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

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

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

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Subordination to Mortgage.

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

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

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

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

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

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

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

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

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

ARTICLE VI: | Founder's Additional
Reserved Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Name.

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

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

ARTICLE VII: | General Provisions

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

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

7.3 Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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

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

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



FLORENCE GARDENS

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

DECLARATION:

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

ARTICLE I: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.24 [Intentionally Deleted]

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

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

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

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

ARTICLE II:

Property comprising the Neighborhood

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

2.2 Development Plan.

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

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

2.3 Additional Property.

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

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

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

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

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

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

2.4 [Intentionally Deleted]

2.5 Zones.

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

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

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

ARTICLE III:

Easements

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

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

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

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

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

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

3.2 Relationship between Lots.

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

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

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

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

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

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

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

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

ARTICLE IV:

Commons

4.1 Title.

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

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

4.2 Maintenance; Capital Improvements.

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

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

4.3 Owners' Easements of Access and Enjoyment.

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

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

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

4.4 Use of Commons.

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

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

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

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

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

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

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

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

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

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

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

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

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

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

ARTICLE VI:

Owners' Association

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Election of Board of Directors.

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

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

6.13 Classes of Votes.

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

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

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

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

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

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

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

6.16 Limitation of Liability and Indemnification.

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

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

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

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

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

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

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

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

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

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

7.3 Board Meetings.

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

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

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

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

ARTICLE VIII:

Association Budget

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

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

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

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

8.4 Preparation and Approval of Annual Budget.

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

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

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

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

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

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

8.7 Zone Expenses.

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

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

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

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

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

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

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

ARTICLE IX:

Allocation of Expenses

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

9.2 [Intentionally Deleted]

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

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

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

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

ARTICLE X:

Covenants for Maintenance Assessments

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

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

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

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

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

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

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

10.3 General Assessments.

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

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

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

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

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

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

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

10.7 Effect of Nonpayment of Assessment; Remedies

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

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

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

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

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

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

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

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

ARTICLE XI:

Use of Parcels

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

11.1 Permitted Uses.

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

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

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

11.2 Prohibited Uses.

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

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

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

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

11.3 Attractiveness and Safety of Parcels.

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

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

Association may change sign design requirements at any time.

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

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

(c) Parking and Vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: Insurance

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

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

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

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

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

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

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

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

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

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

12.5 Repair and Reconstruction after Fire or Other Casualty.

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

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

ARTICLE XIII:

Amendment, Redevelopment and Termination

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

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

13.1 Amendment.

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

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

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

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

13.2 Dedication.

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

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

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

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

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

13.3 Redevelopment.

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

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

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

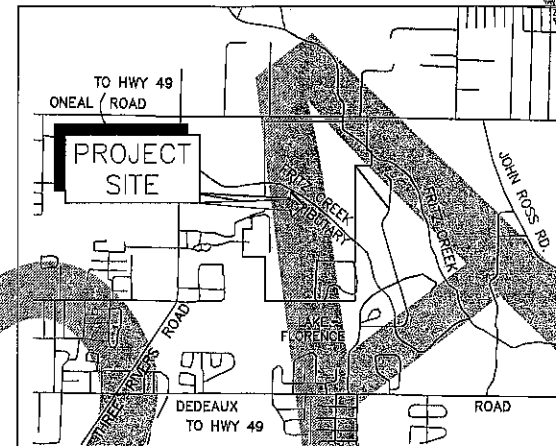
State of Mississippi
County of Harrison

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.

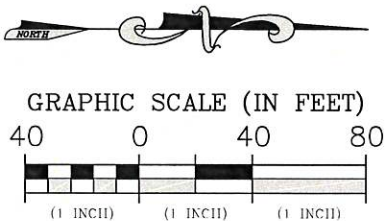
CITY ENGINEER'S APPROVAL

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



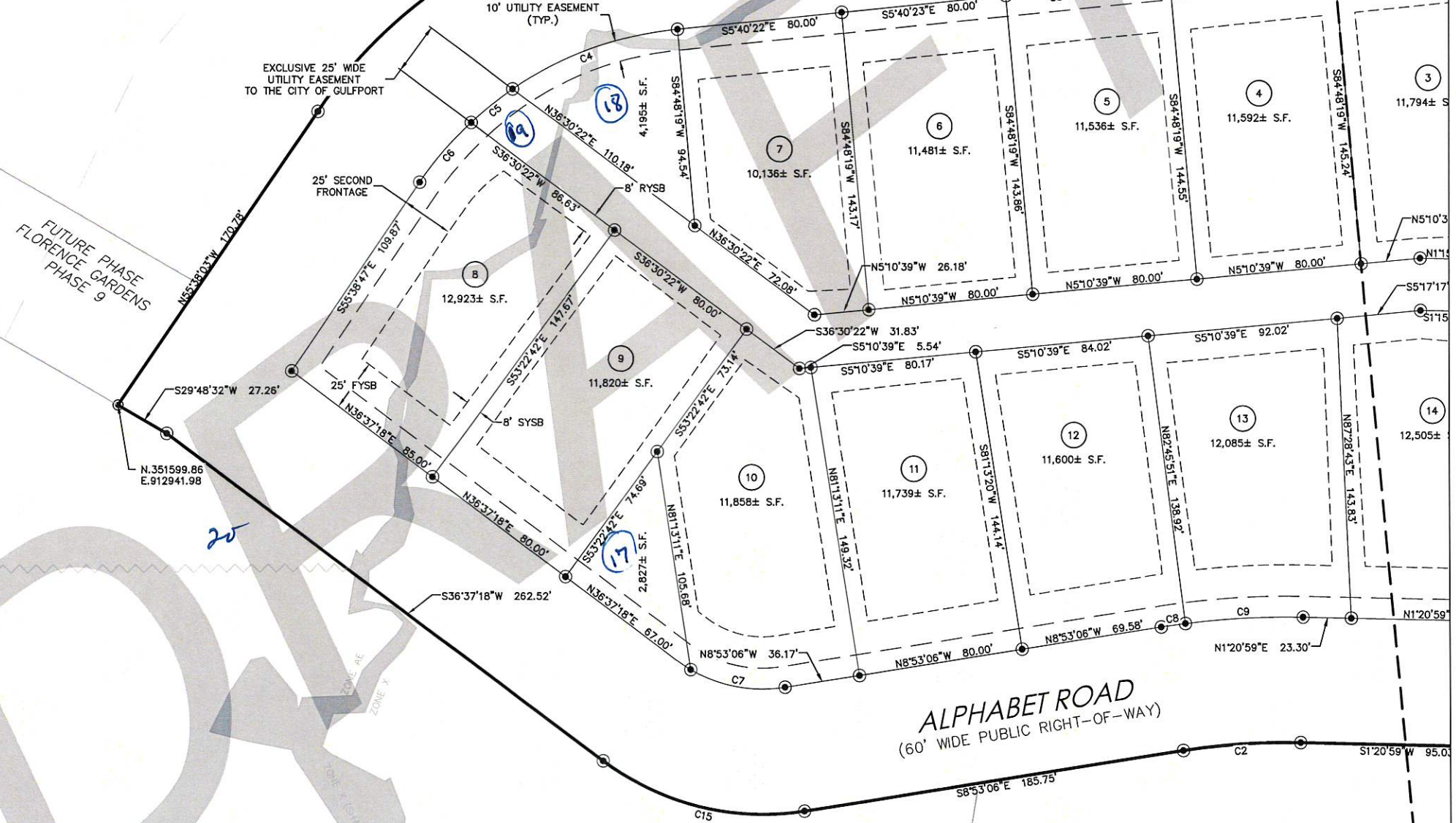
Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955874113 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'

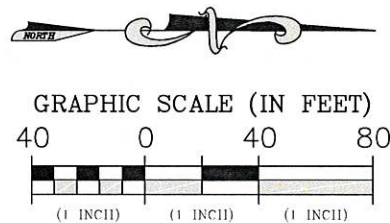
(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

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

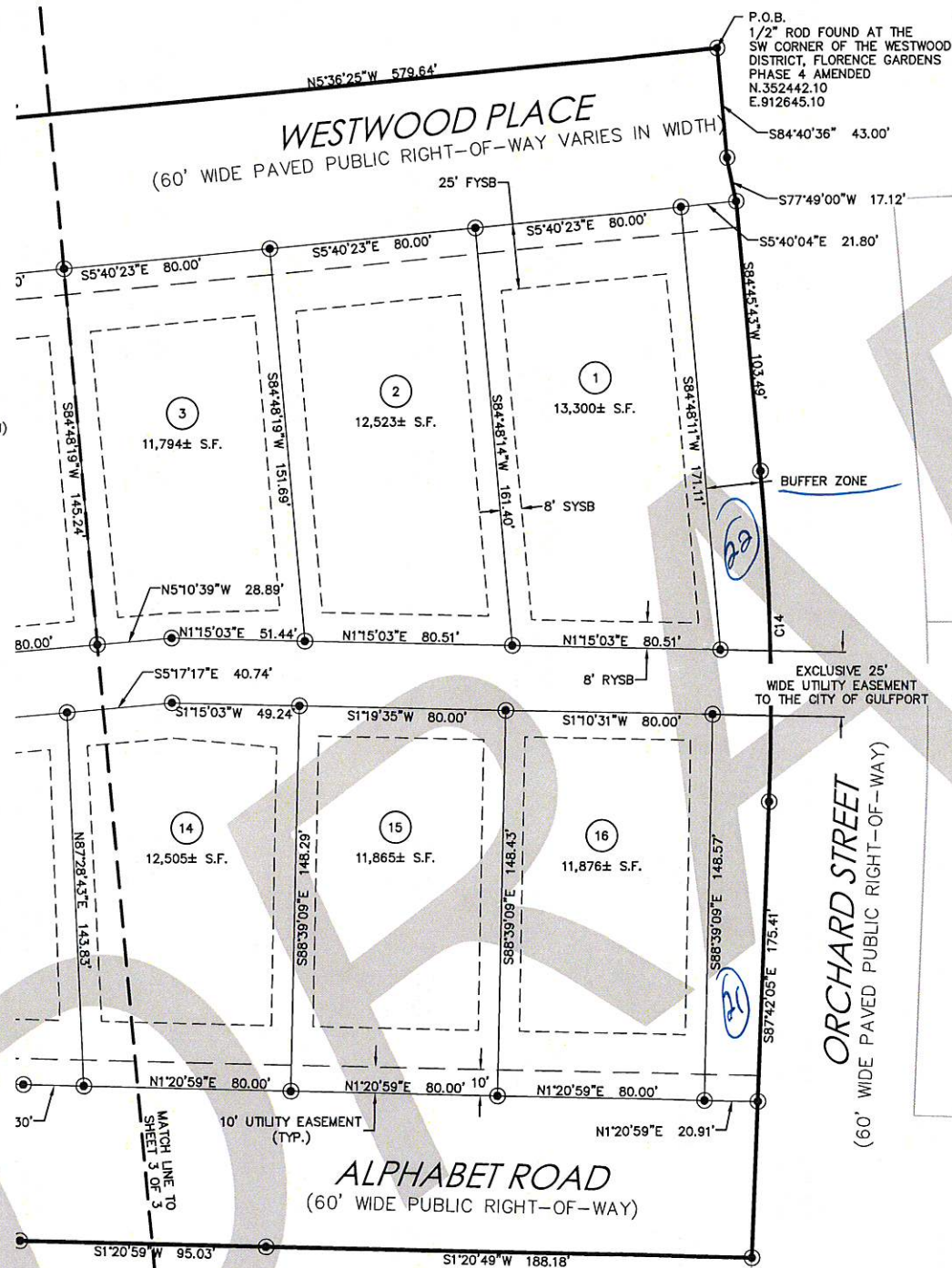


Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc.
Scale Factor = 0.999955874113
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

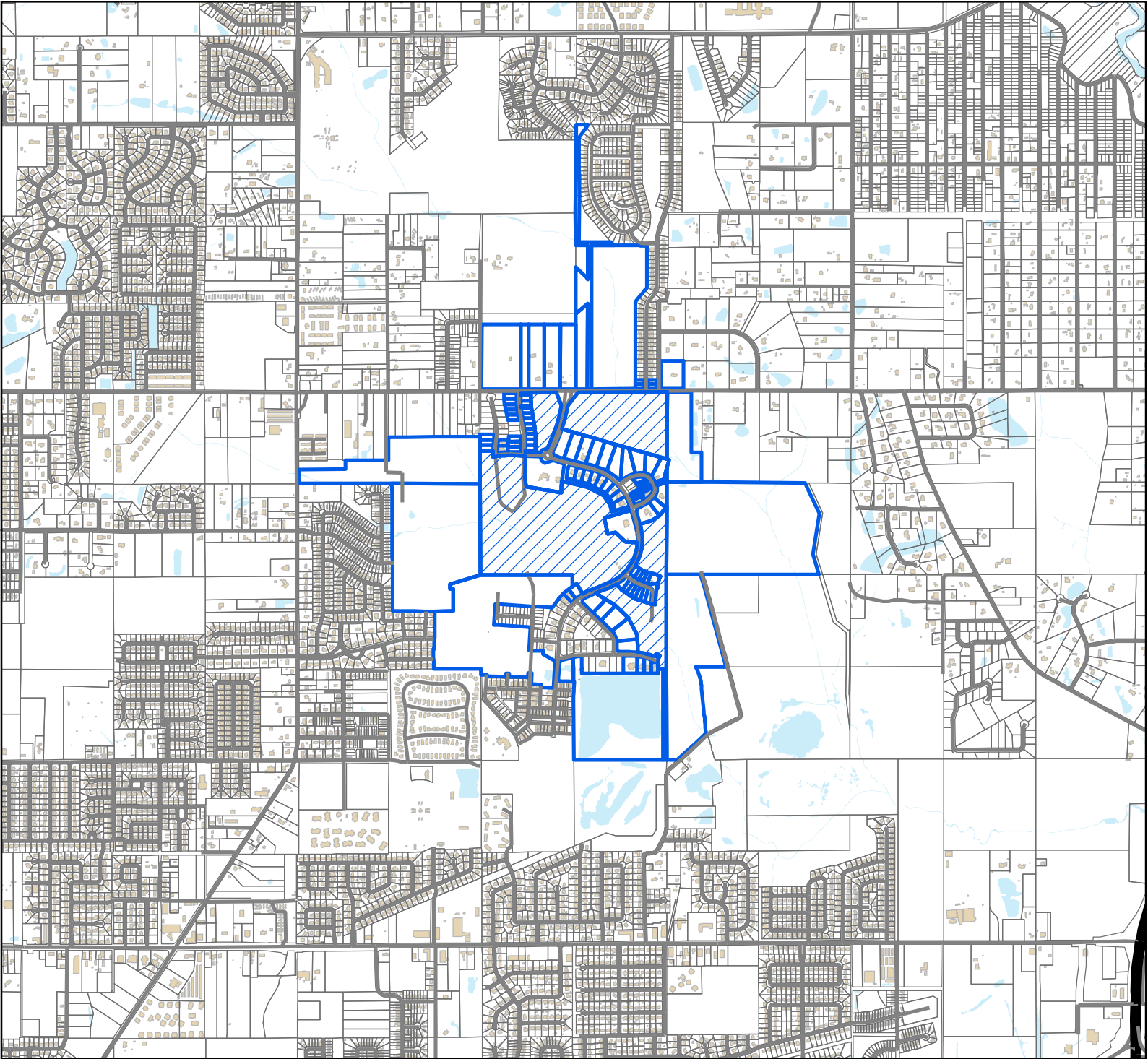
FLORENCE GARDENS PHASE 7

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

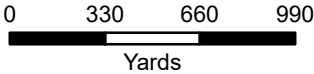
bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SHEET 3 OF 3



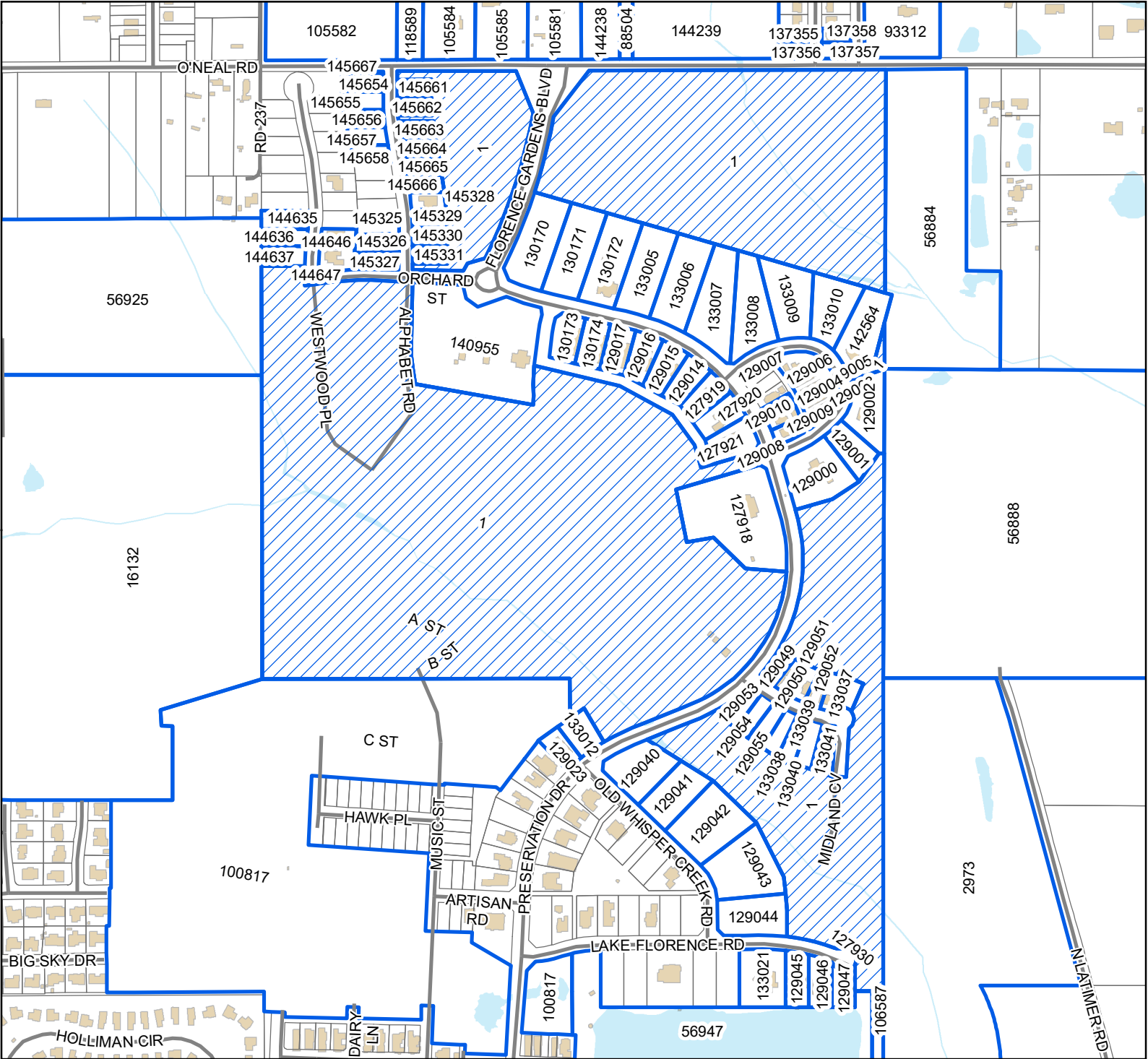
- Site
- Adjacent Properties
- US or State Highway
- Street
- Alley
- Buildings
- Water Features



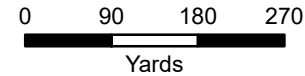
1 inch = 2,000 feet



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

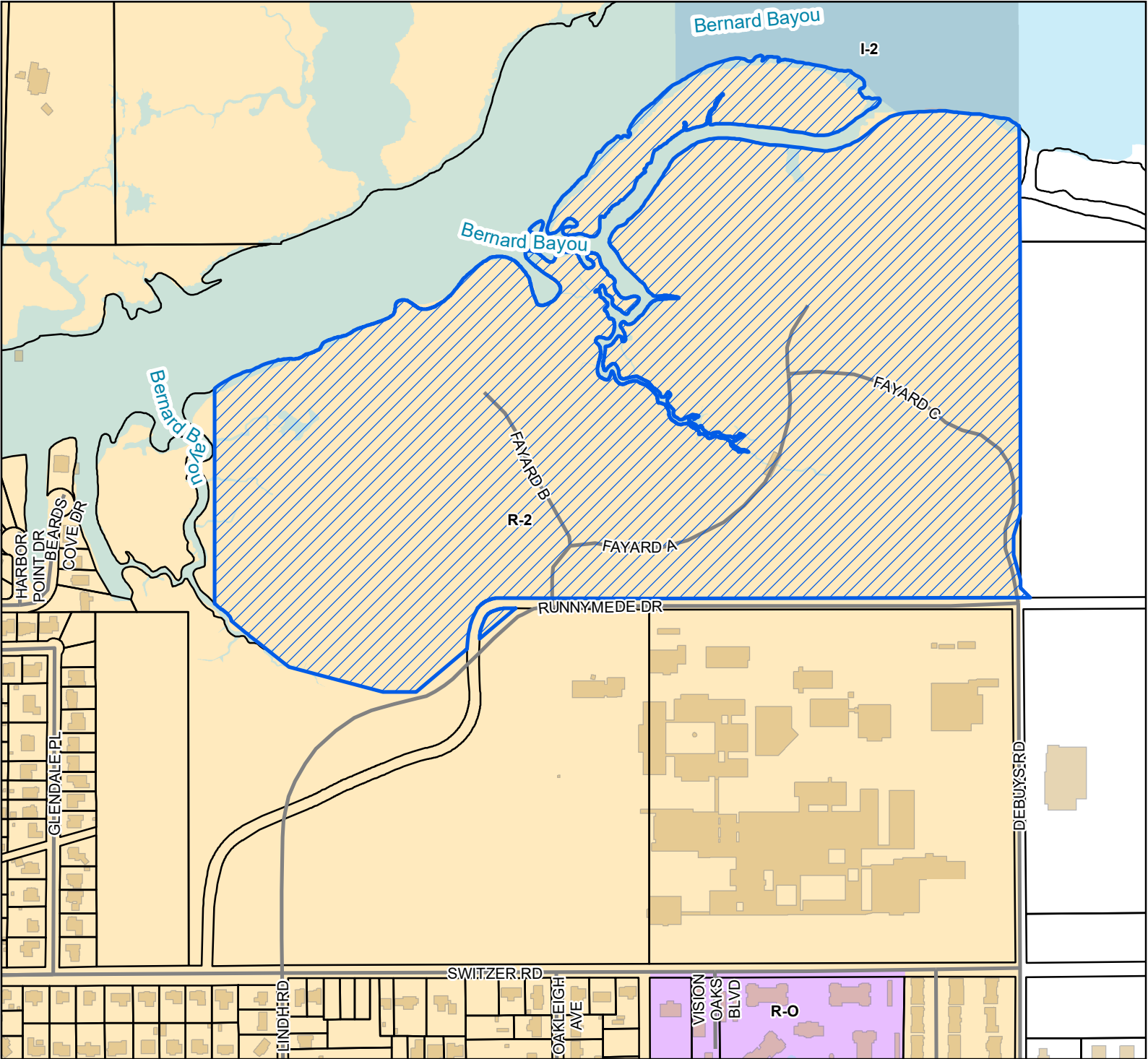
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: May 26, 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



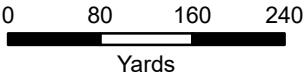
Legend

- 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**

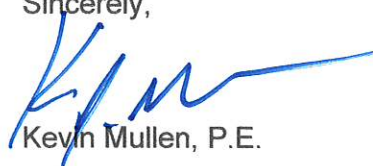
Dear Mr. Holmes:

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

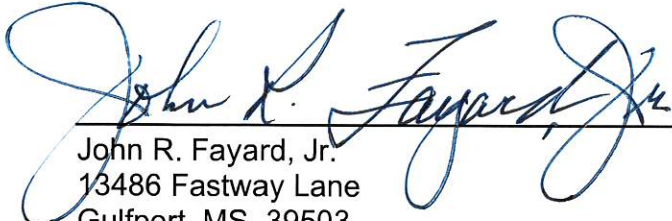
**RE: Authority to Act as Agent
Shallow Point Development (Fayard Family) – Application for Final Plat
Gulfport, Mississippi**

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 118.87 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°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.

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. 2016-2067-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.

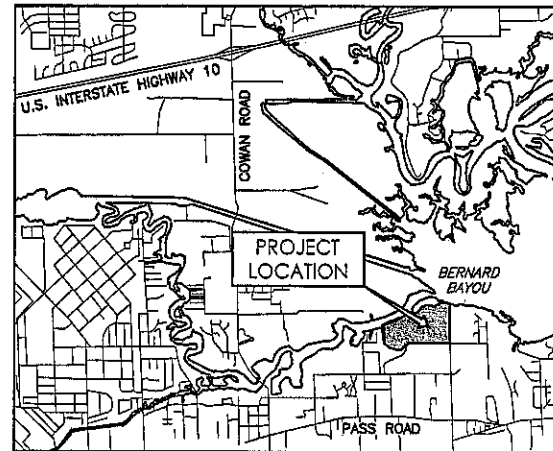
ACKNOWLEDGMENT

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

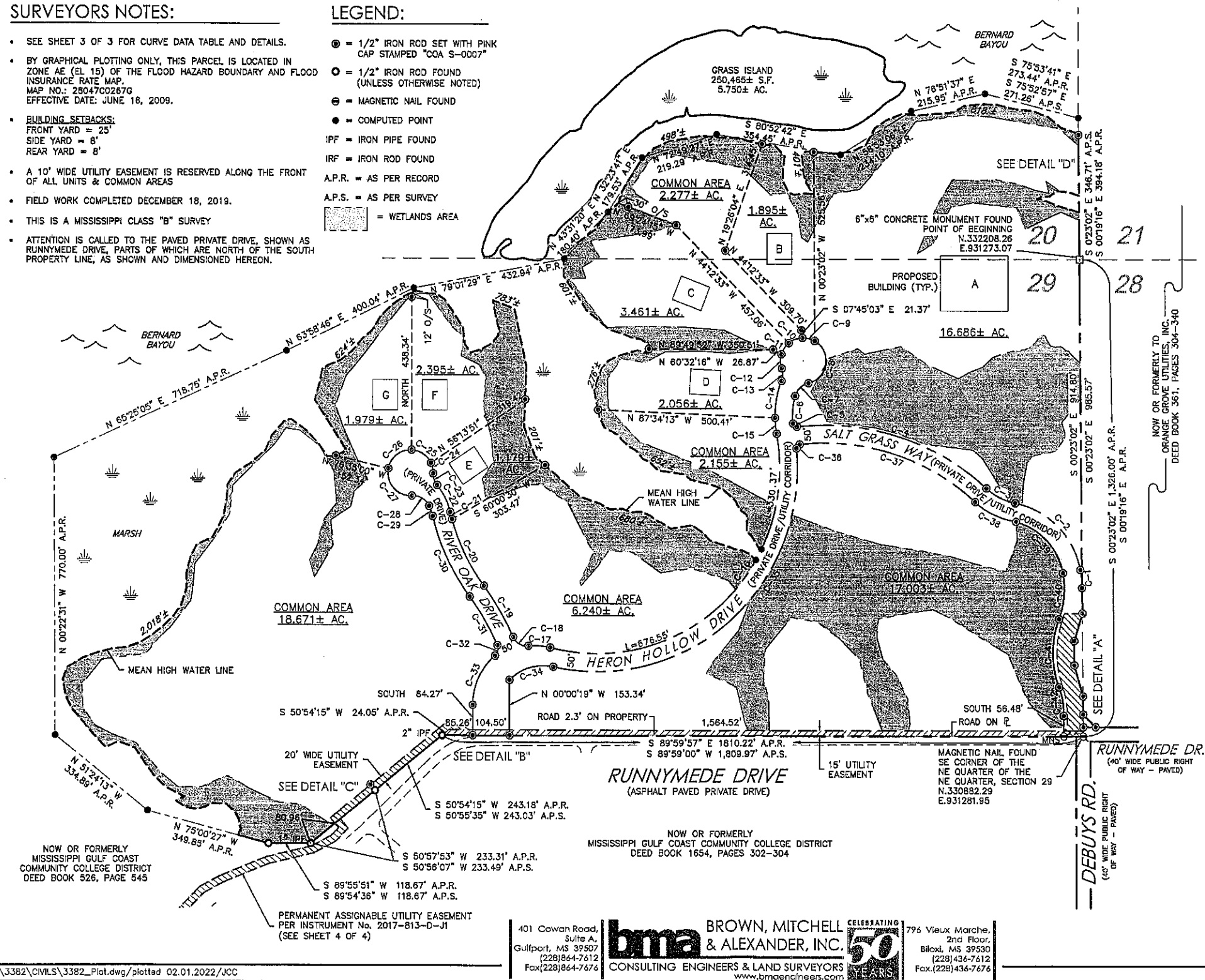
A PLANNED BUILDING GROUP LOCATED IN SECTIONS 20, 28 & 29, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

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 HEREON.

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



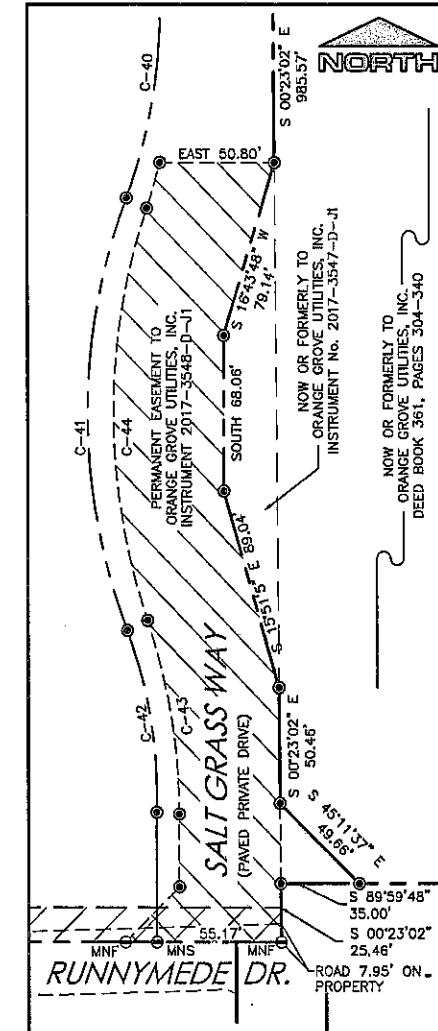
GRAPHIC SCALE (IN FEET)

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 = 0.999953215
Convergence Angle = -00°05'06.28754"
(at the Point Of Beginning)

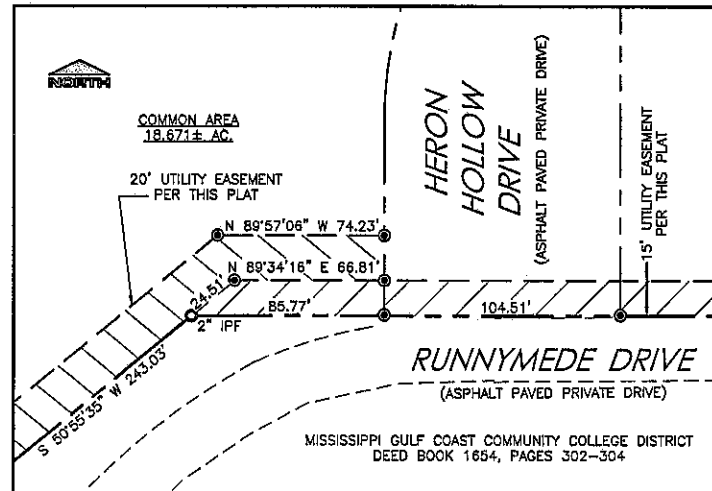
DETAIL "A" 1"=50'



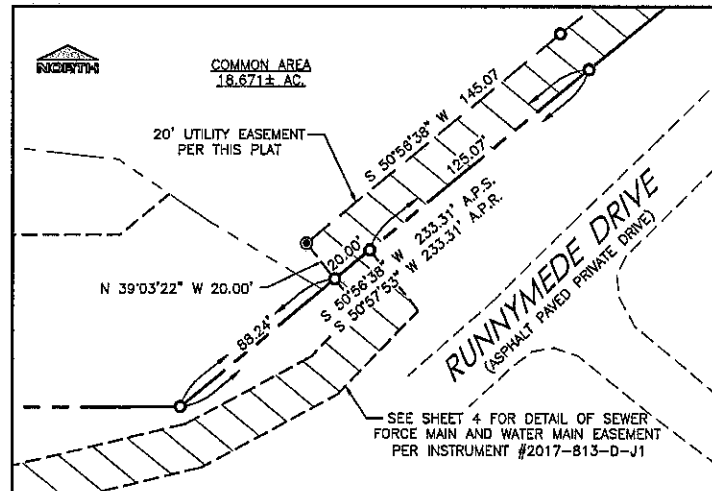
SHALLOW POINT

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'

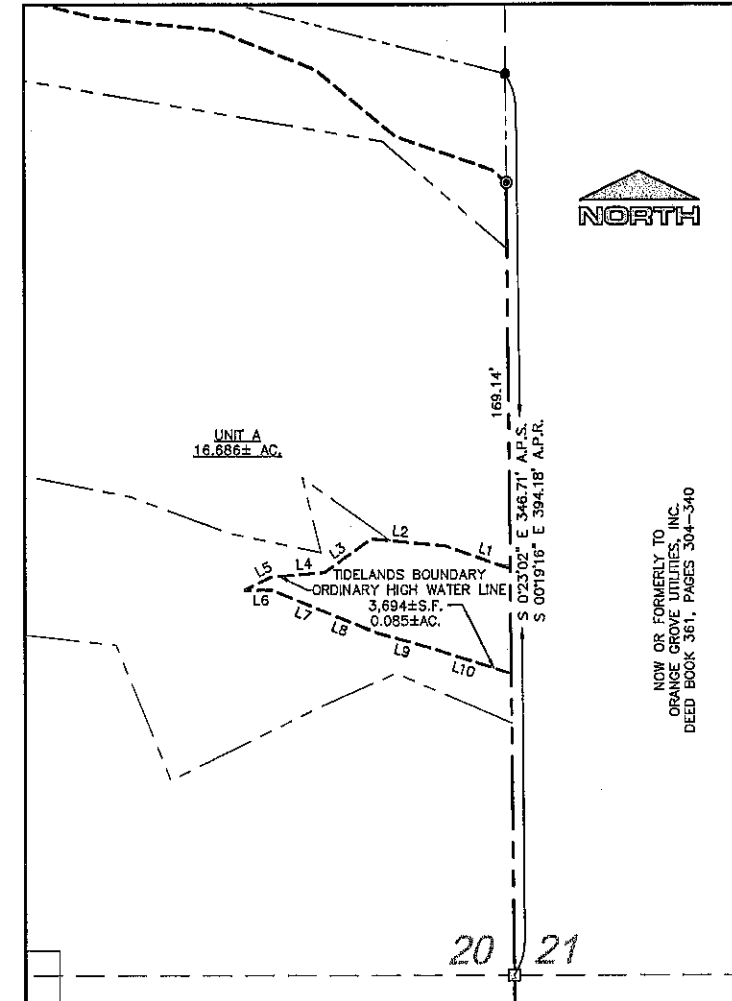


DETAIL "C" 1"=50'



CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C-1	50.82'	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'

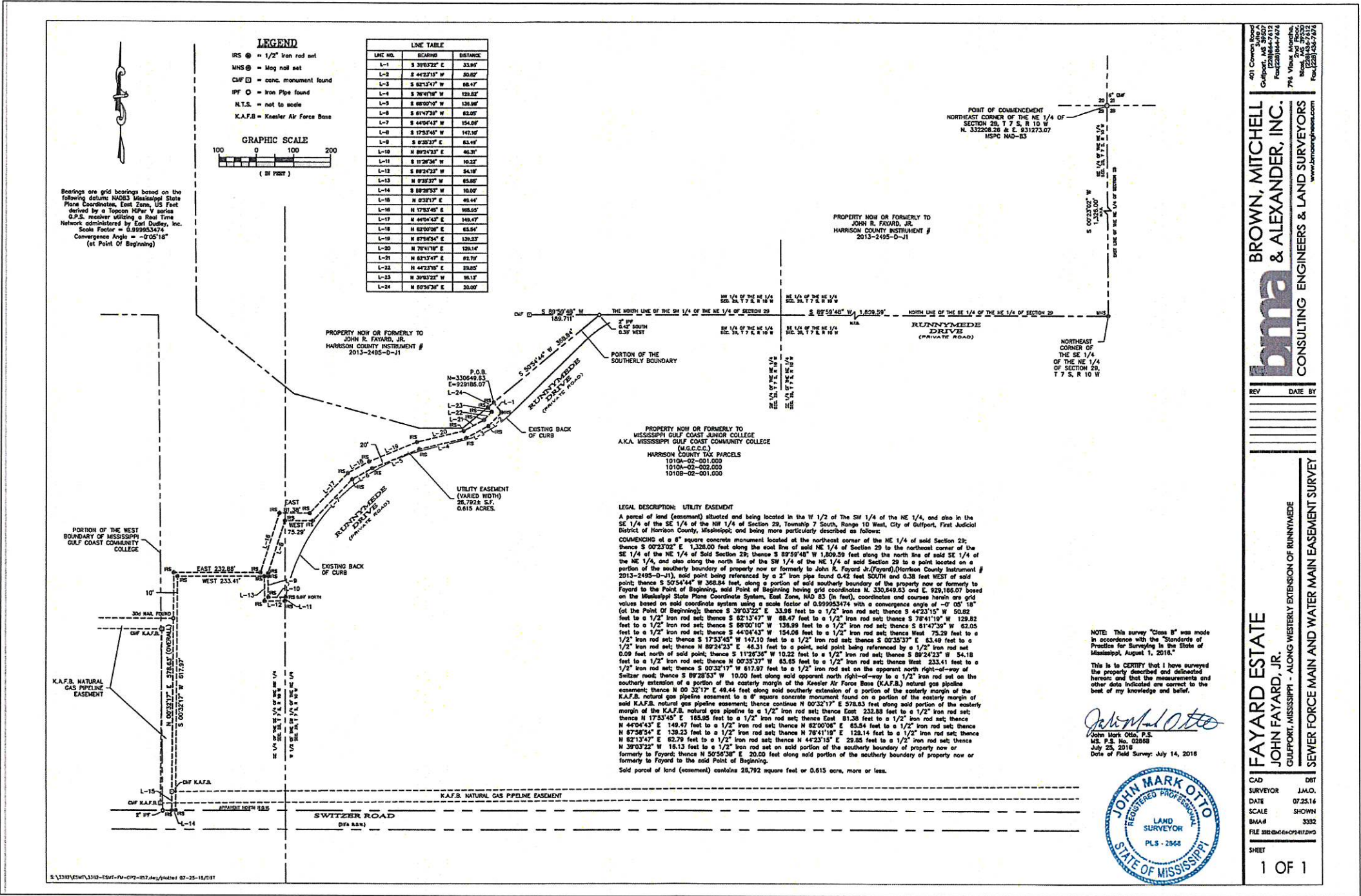
DETAIL "D" 1"=50'



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'

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



NOTES:
THE DRAWING ON THIS SHEET IS NOT TO SCALE.
THE SURVEY SHOWN HEREON AND THE DESCRIPTION ARE RECORDED IN
INSTRUMENT #2017-813-D-J1.

S:\3382\CIVILS\3382_Plot.dwg/plotted 02.01.2022/JCC



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.

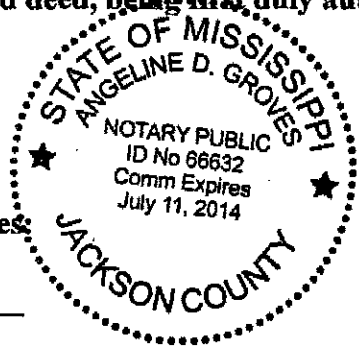
BANCORPSOUTH BANK

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.



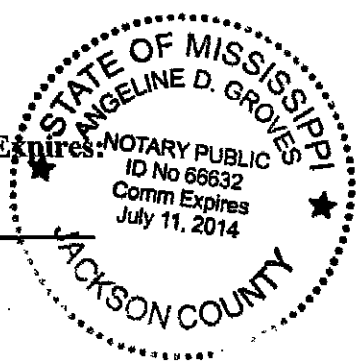
[Signature]
NOTARY PUBLIC

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"

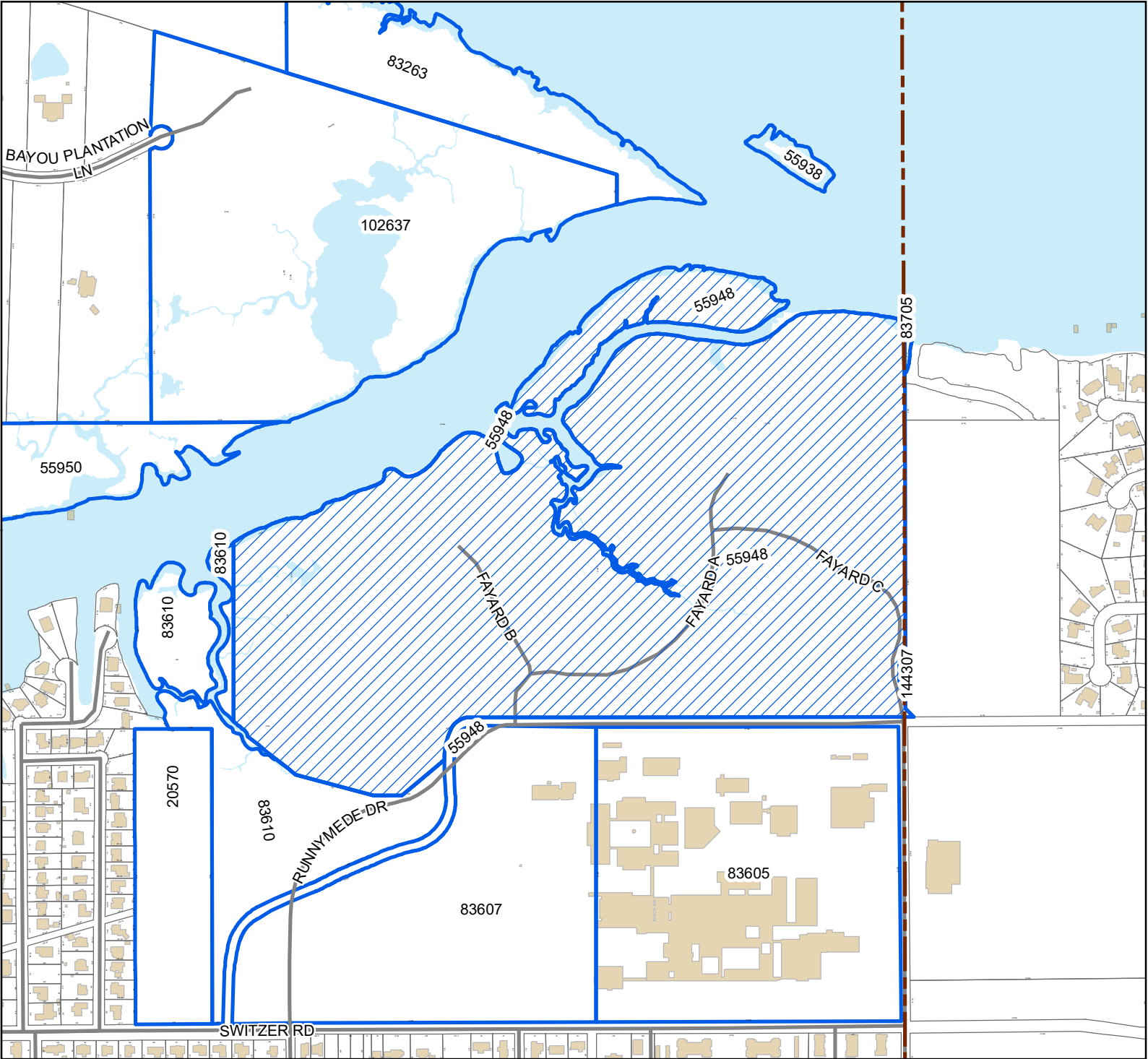
LEGAL DESCRIPTION

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.

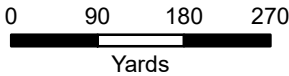
and also:

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

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