

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, MAY 25, 2023 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 27, 2023

G. Announcements

G1. If you are aggrieved by a vote of the Planning Commission, see below.

DECISION ITEMS: Except as noted below, items listed on this agenda as “Decision Items” may be appealed to the Gulfport City Council as follows: Any person or any officer, department or agency of the City aggrieved by a decision of the Planning Commission may, within fifteen (15) days thereafter, appeal therefore to the Gulfport City Council by submitting to the Planning Commission (Department of Urban Development – Planning Division) a written notice of appeal specifying the decision from which the appeal is taken. In the case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the 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.

Exception: The disapproval of a general subdivision plan may be appealed by the subdivider by submitting to the Planning Commission and the Mayor and City Council a written notice of appeal. Upon receipt of notice of appeal, the planning commission shall transmit to the City Council a certified copy of the proceedings upon which the appeal is taken. The City Council may overrule such disapproval by a recorded vote of not less than 2/3 of its entire membership. No other right of appeal exists as to action taken by the Planning Commission on a general subdivision plan. The City Council hearing is not limited to the record created before the Planning Commission.

RECOMMENDATION ITEMS: As to items listed on this agenda as “Recommendation

Items”, the recommendation of the Planning Commission, whether to approve (with or without condition) or disapprove, will automatically be submitted to the City Council by the Department of Urban Development – Planning Division, and the item (except recommendations on Final Plats which are not so limited) will be considered by the City Council on the record created before the Planning Commission. It is not necessary to file anything with the Planning Commission in order to have the matter heard by the City Council.

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.

H. Hearing of Cases

H1. Planning Commission Decision

1. Special Exception 2304SE038:

Postponed to May meeting:

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business), Ward 7

2. Planning Commission Approval 2305PC047:

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

3. General Plan 2305PC049:

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

4. Special Exception 2305SE050:

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

5. General Plan 2305PC051:

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in B-2 zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

H2. Planning Commission Recommendation

1. Zoning Text Amendment 2302PC016: (Withdrawn by Administrations):

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

2. Zoning Map Amendment 2305PC046:

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

3. Final Plat 2305PC053: Withdrawn by Administration:

Final Plat 2305PC053, by agent Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for replatting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

4. Zoning Text Amendment 2305PC054:

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

5. Zoning Text Amendment 2305PC058:

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

6. Sign Ordinance Text Amendment 2305PC059:

Sign Ordinance Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

7. Zoning Text Amendment 2305PC060:

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing

ordinance.

I. Reports

J. Unfinished Business

K. Other Business

K1. Other Business

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

L. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, April 27, 2023, 4:30 P.M.
City Hall Council Chambers

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

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
TIM DAIGLE JR.
DOUG HANCOCK
CHARLIE HEWES
CHRIS ROMANO
KEITH WILLIAMS
BJ SELLERS
HAROLD SPANN
VIRGINIA ADOLPH
BRYAN JACOBS

BOARD MEMBERS ABSENT:

GARLON PEMBERTON

STAFF MEMBERS PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
MATILDA WELCH
LESLIE ERVIN

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by **Mr. Hancock** to approve Minutes of the **March 23, 2023**, meeting was seconded by **Mr. Jones** and carried.

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

H1. Planning Commission Decisions

1. Planning Commission Approval 2304PC030:

Planning Commission Approval 2304PC030, by owner Tracy M. McMurphy, seeking approval for a home-based online property management company at Tax Parcel 0708I-01-010.001,16114 Orange Grove Rd, Zoned R-1-15 (Single Family), Ward 7

Speaking for the Petition: Tracy M. McMurphy

Speaking against the Petition: None

Motion:. Mrs. Adolph – To approve applicant request

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
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion carried unanimously.

2. Planning Commission Approval2304PC031

Planning Commission Approval 2304PC031, by agent Waseem Younis, seeking approval for a medical cannabis dispensary at Tax Parcel 1010H-02-019.000 2159 E Pass Road, Zoned B-2 (General Business) Ward 2

Speaking for the Petition: Wayne Hengen

Speaking against the Petition: Audrey Bell, Howard T. Brigh

Motion: Mr. Hewes – To deny request due to being 500-feet of a residential home.

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
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Nay
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion carried 7-1

3. Planning Commission Approval 2304PC033

Planning Commission Approval 2304PC033, by agent Peter Vicari, seeking approval for a luxury RV resort at Tax Parcels 1010N-04-032.000, 10111C-01-013.000, 1011C-01-010.000, 1011C-01-011.145, 1011C-01-011.000, Zoned T4+(General Urban Zone "Plus") Ward 2

Speaking for the Petition: Virgil Galespie, Peter Vicari, David Comstock

Speaking against the Petition: Revecca Davis, Pam Hamilton

Motion: Mr. Digle – To approve applicant request with the condition of 50-foot setback must be met along with any other stated conditions.

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
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion carried unanimously,

4. General Plan 2304PC034:

General Plan 2304PC034, by agent Robert Riemann, seeking approval of a General Plan for a new 25 lot townhouse development, Tax Parcel 0809B-03-017.000, Zoned R-3(Single-Family), Ward 7

Speaking for the Petition: Robert K. Rieman

Speaking against the Petition: None

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

Second: Mr. Daigle

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	–Yea
BRYAN JACOBS	–Yea
TIM DAIGLE JR	–Yea
GARLON PEMBERTON	–Absent
CHRIS ROMANO	–Yea

Action: Motion carried unanimously.

5. Planning Commission Approval 2304PC036

Planning Commission Approval 2304PC036, by agent Stacey Barber, seeking approval for an use of car wash and storage facility at Tax Parcels 1008M-01-008.000, 1008M-01-007.000, 11236 Lorrain Road & 11268 Lorraine Rd, Zoned B-2 (General Business), Ward 6

Speaking for the Petition: Stacy Eleuterius Barber

Speaking against the Petition: None

Motion: Mr. Spann – To approve applicant 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
BRYAN JACOBS	– Yea
TIM DAIGLE JR	–Yea
GARLON PEMBERTON	–Absent
CHRIS ROMANO	–Yea

Action: Motion carried unanimously.

6. Planning Commission Approval 2304PC037

Planning Commission Approval 2304PC037, by agent Donovan Scruggs, seeking approval for an indoor shooting range at Tax Parcels 0809I-01-020.000 & 0809I-01-021.000, 9506 Creosote Road & 9524 Creosote Road, Zoned I-2(Heavy Industry), Ward 3

Speaking for the Petition: Donovan Scruggs

Speaking against the Petition:Ethel B. Caldwell, Beverette Thompson

Motion: Mr. Daigle – To approve applicant request.

Second: Mr. Hewes

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Nay
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: Motion carried 7-1

**7. Special Exception 2304SE038
(Deferred to May Meeting:**

Special Exception 2304SE038,by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

- KEITH WILLIAMS –
- HAROLD SPANN –
- VIRGINIA ADOLPH –
- CHARLIE HEWES –
- BJ SELLERS –
- WM. PRINCE JONES –
- DOUG HANCOCK –
- BRYAN JACOBS –
- TIM DAIGLE JR –
- GARLON PEMBERTON –
- CHRIS ROMANO –

Action: Motion carried

8. Planning Commission Approval 2304PC039

Planning Commission Approval 2304PC039, by agent Freddie Fountain, seeking approval for a reducing salon within a multi-tenant commercial building at Tax Parcel 0909D-02-006.000, 13334 Seaway Road, Zoned I-2 (Heavy Industry) Ward 5

Speaking for the Petition: William Symmes

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Daigle

- KEITH WILLIAMS – **Chairman**
- HAROLD SPANN – Yea
- VIRGINIA ADOLPH – Yea
- CHARLIE HEWES – Yea
- BJ SELLERS – Yea
- WM. PRINCE JONES – Yea
- DOUG HANCOCK – Yea
- BRYAN JACOBS – Yea
- TIM DAIGLE JR – Yea
- GARLON PEMBERTON – Absent
- CHRIS ROMANO – Yea

Action: Motion carried unanimously

9. Planning Commission Approval 2304PC040

Planning Commission Approval 2304PC040, by agent Tasheena Guidry, seeking approval for use of a car lot at Tax Parcel 0910I-02-003.000, 739 E Pass Road, Zoned T5 (Urban Center Zone), Ward 2

Speaking for the Petition: Tasheena Guidry

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request.

Second: Mr. Daigle

- KEITH WILLIAMS – **Chairman**
- HAROLD SPANN – Absent – Left meeting early
- VIRGINIA ADOLPH – Yea
- CHARLIE HEWES – Yea
- BJ SELLERS – Yea
- WM. PRINCE JONES – Yea
- DOUG HANCOCK – Yea
- BRYAN JACOBS – Yea
- TIM DAIGLE JR – Yea
- GARLON PEMBERTON –Absent
- CHRIS ROMANO – Yea

Action: Motion carried unanimously.

H2. Planning Commission Recommendation

**1. Zoning Map Amendment 2301PC003:
(Remanded back by City Council)**

Zoning Map Amendment 2301PC003, by owner Advanced Contracting Services, Requests to rezone from B-2 (General business) to I-1 (Light industry),Tax Parcel 0710M-01-053.003, 0 28th Street, Ward 1

Speaking for the Petition: Ian Nuschle

Speaking against the Petition: None

Motion: Mr. Daigle – To approve applicant request.

Second: Mr. Hewes

- KEITH WILLIAMS – **Chairman**
- HAROLD SPANN – Absent
- VIRGINIA ADOLPH – Yea
- CHARLIE HEWES – Yea
- BJ SELLERS – Yea
- WM. PRINCE JONES – Yea
- DOUG HANCOCK – Yea
- BRYAN JACOBS –Yea
- TIM DAIGLE JR –Yea
- GARLON PEMBERTON –Absent
- CHRIS ROMANO –Yea

Action: Motion carried unanimously.

**2. Zoning Text Amendment 2301PC008:
Postponed to May meeting**

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, and number allowed.

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

KEITH WILLIAMS –
HAROLD SPANN –
VIRGINIA ADOLPH –
CHARLIE HEWES –
BJ SELLERS –
WM. PRINCE JONES –
DOUG HANCOCK –
BRYAN JACOBS –
TIM DAIGLE JR –
GARLON PEMBERTON –
CHRIS ROMANO –

Action: Motion carried

3. Final Plat 2303PC025

Final Plat 2303PC025, by agent Freddie Fountain, Tax Parcel 0907J-01-001.101, seeking approval of Final Plat for 16 single-family residential lots (Plantation Oaks Subdivision) at 0 Three Rivers Road, Zoned R-B (Residential Business), Ward 6

Speaking for the Petition: Nick Fountain

Speaking against the Petition: Chris Burton, Lee Ann Brannum, Trisha M. Hayes

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

Second: Mr. Hancock

KEITH WILLIAMS – **Chairman**
HAROLD SPANN – Absent
VIRGINIA ADOLPH – Yea
CHARLIE HEWES – Yea
BJ SELLERS – Yea
WM. PRINCE JONES – Yea
DOUG HANCOCK – Yea
BRYAN JACOBS – Yea
TIM DAIGLE JR – Yea
GARLON PEMBERTON – Absent
CHRIS ROMANO – Yea

Action: Motion carried unanimously.

4. Zoning Map Amendment 2304PC041

Zoning Map Amendment 2304PC041, by agent Robert Heinrich, Requesting to rezone Tax Parcels 0711K-04-037.006, 0711K-04-037.007, 0711K-04-037.008 & 0711K-04-037.009 from R-1-7.5 (Single Family) to R-2 (Single Family), 1415 Jo Ellen Cir, 1413 Jo Ellen Circle, 1411 Jo Ellen Cir, 1409 Jo Ellen Cir, Ward 1.

Speaking for the Petition: Austin Schnitzlein

Speaking against the Petition: None

Motion: Mr. Daigle – To approve applicant request.

Second: Mr. Jacobs

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

BJ SELLERS – Yea
WM. PRINCE JONES – Yea
DOUG HANCOCK – Yea
BRYAN JACOBS – Yea
TIM DAIGLE JR – Yea
GARLON PEMBERTON – Absent
CHRIS ROMANO – Yea

Action: Motion carried unanimously.

**5. Final Plat 2304PC042
(Deferred to May Meeting)**

Final Plat 2304PC042, by owner River Pointe Estates, LLC, seeking approval of final plat for 7 Single-family lots (River Point Estates Subdivision) at 10550 O'Neal Road, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, Zoned R-E (Residential Estate), Ward 6

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

KEITH WILLIAMS –
HAROLD SPANN –
VIRGINIA ADOLPH –
CHARLIE HEWES –
BJ SELLERS –
WM. PRINCE JONES –
DOUG HANCOCK –
BRYAN JACOBS –
TIM DAIGLE JR –
GARLON PEMBERTON –
CHRIS ROMANO –

Action: Motion carried

K. Other Business

1. Zoning Text Amendment 2302PC016

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B zoning districts.

Speaking for the Petition: Greg Holmes

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request to hear case on May meeting.

Second: Mr. Hancock.

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

WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Yea

Action: **Motion carried unanimously.**

2. **General Plan 2209PC168**

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 & 1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Speaking for the Petition: Austin Schwitzlein

Speaking against the Petition: None

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

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
GARLON PEMBERTON	– Absent
CHRIS ROMANO	– Recused

Action: **Motion carried unanimously.**

3. **General Plan 2204PC066**

General Plan 2204PC066, owner is requesting an extension to the approved Highland Lake Townhomes general plan on April 28, 2022. Tentative approval shall be effective for a maximum period of one (1) year unless, the planning commission grants an extension if the final plat was not submitted within the time limit and can resubmit the general plan for tentative approval.

Speaking for the Petition: Kenneth Jones

Speaking against the Petition: None

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

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea

BRYAN JACOBS – Absent –Left meeting early
TIM DAIGLE JR – Yea
GARLON PEMBERTON – Absent
CHRIS ROMANO – Yea

Action: **Motion carried unanimously.**

4. Zoning Text Amendment 2305PC059

Amend the sign ordinance 59-106(C) to provide for a limited exemption from certain provisions (Size, type, locations & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for city approval of size, type, location & placement.

Speaking for the Petition: Margret Murdock

Speaking against the Petition: None

Motion: Mr. Hancock – To approve to certify the proposed sign ordinance.

Second: Mrs. Adolph

KEITH WILLIAMS – **Chairman**
HAROLD SPANN – Absent
VIRGINIA ADOLPH – Yea
CHARLIE HEWES – Yea
BJ SELLERS – Yea
WM. PRINCE JONES – Yea
DOUG HANCOCK – Yea
BRYAN JACOBS – Absent
TIM DAIGLE JR – Yea
GARLON PEMBERTON – Absent
CHRIS ROMANO – Yea

Action: **Motion carried unanimously.**

I. Adjournment

There being no further business, a Motion was made by **Mrs. Adolph** to adjourn, seconded by **Mr. Hewes** and carried unanimously. The meeting adjourned at **7.09 pm.**

William Prince Jones, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Planning Commission Decision

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Special Exception 2304SE038:
Postponed to May meeting:

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business), Ward 7

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2304SE038

Hearing Date: Zoning Board May 18, 2023
 Planning Commission May 25, 2023

Current Zoning/Use: B-4 / Commercial Structure

Legal: Special Exception 2304SE038; by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 15487 Oak Ln. Hours of operation will be Monday thru Friday from 6:00 a.m. to 6:00 p.m. As proposed, the site plan accommodates ample off-street turn-around space. In addition, there are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking.

EXECUTIVE SUMMARY

There are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking. The use would be in harmony with the existing neighborhood due to there is currently a hair clinic, orthodontic office, Alpha Best Education office, and other businesses within the same complex. Based on the site & surrounding area this use would be valuable to the existing neighborhood and meet the minimum requirements for the site.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Change of use to (I-4) Occupancy Classification. Must have complete (Smoke Detection Coverage) Fire Alarm. All Childcare Rooms must have exit doors (Direct) to Exterior or be protected by Automatic Sprinkler.
3. Special exception for a daycare use must be approved by the Zoning Board and Planning Commission.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/11/2023.

Public Works: No conditions. Memo dated 04/06/2023.

Traffic and Safety: No conditions. Memo dated 04/05/2023.

Technical Report

SPECIAL EXCEPTION

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 03/30/2023.

GIS: No conditions. Memo dated 03/31/2023.

Police Department: No conditions. Memo dated 03/31//2023.

Fire Department: Change of use to (I-4) Occupancy Classification. Must have complete (Smoke Detection Coverage) Fire Alarm. All Childcare Rooms must have exit doors (Direct) to Exterior or be protected by Automatic Sprinkler. Memo dated 03/30/2023.

City Arborist: No conditions. Memo dated 03/30/2023.

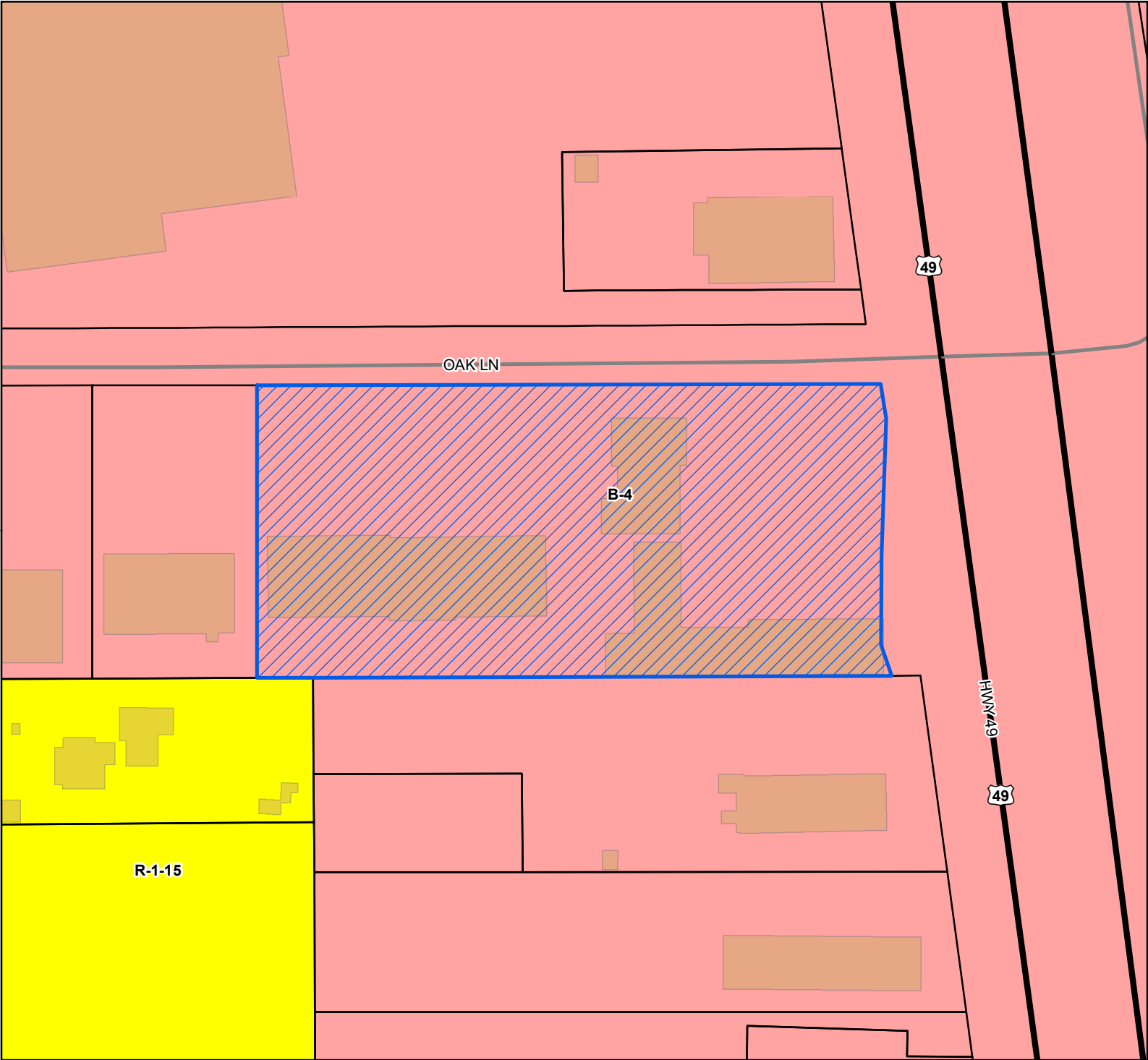
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





 Site

 US or State Highway

 Street

 Parcels

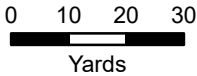
 Buildings

Zoning

 B-4 - Highway Business District

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

Site Information
0808L-04-001.001
Zoning: B-4 (Highway Business District)
Size: 2.18 acres
Flood: X



1 inch = 100 feet



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



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

Case Number
2304SE038

Zoning Board of Adjustments and Appeals Application

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS

(A separate submission form is required for each request):

☐	Appeal of Planning Administrator
☐	Excessive Height
☒	Fence Variance
☐	Special Exception
☐	Variance

Tax Parcel Numbers

0	8	0	8	L	-	0	4	-	0	0	1	.	0	0	1					-										
					-							.								-										
					-							.								-										

Property Address: 15487 OAK LN PLACE, GULF PORT, MS

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. We can only accept applications with original signatures.

OWNER

RIA PROPERTIES AZ LLC
RAMIRO RODRIGUEZ

Printed Name of Owner

614 CRESCENT LN

Mailing Address

MADERA CA 93636

City State Zip code

(928) 210-2085

Home Phone

Work/Cell Phone

ramiro.rodriguez@hotmail.com

Email

Signature of Owner

AGENT

KENYETTER Johnson

Printed Name of Agent

11090 AMBER DRIVE

Mailing Address

Diberville MS 39540

City State Zip code

240 412 9674 228 207 7270

Home Phone

Work/Cell Phone

With your child in mind@gmail.com

Email

Signature of Agent

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. We can only accept applications with *original signatures*.

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) Ramiro Rodriguez

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 CRESCENT LN MADERA CA 93636

PHONE # (H) _____ (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

NAME OF OWNER (PRINT) Gloria E. Alvarado

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 CRESCENT LN MADERA CA 93636

PHONE # (H) _____ (WK/CELL) 928 503-9090

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

NAME OF OWNER (PRINT) Susana G. Rodriguez

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 Crescent LN Madera, CA 93636

PHONE # (H) _____ (WK/CELL) 601-818-0348

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: RIA PROPERTIEZ AZ LLC
ENTITY ID: 23226372
ENTITY TYPE: Domestic LLC
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES:
CHARACTER OF BUSINESS: Real Estate and Rental and Leasing
MANAGEMENT STRUCTURE: Manager-Managed

NEW NAME

No name change

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Ramiro Rodriguez
PHYSICAL ADDRESS: 2144 S. Maple Ave, YUMA, AZ 85364
MAILING ADDRESS: 2144 S. Maple Ave, YUMA, AZ 85364

KNOWN PLACE OF BUSINESS

Att: Ramiro Rodriguez, 2144 S. Maple Ave, YUMA, AZ 85364

PRINCIPALS

Manager: Ramiro Rodriguez - 2144 S. Maple Ave, YUMA, AZ, 85364, USA - ramiro_rodri@hotmail.com - Date of Taking Office:

Member: Gloria Esther Alanis - 2789 W 31st St, YUMA, AZ, 85364, USA - gealanis22@yahoo.com - Date of Taking Office:

Member: Susana Rodriguez - 2144 S. Maple Ave, YUMA, AZ, 85364, USA - ramiro_rodri@hotmail.com - Date of Taking Office:

SIGNATURE

Manager: Ramiro Rodriguez - 06/25/2021

RIA Propertiez AZ LLC is adding Gloria E Alanis as a Member

With Address at:

2789 W 31st St

Yuma, AZ 85364

All Other terms to remain the same.



Designation of Agent

I, Ramiro Rodriguez, being property owner of 0808L-04-001.001
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize Kenyetta Johnson 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

2/22/23
 Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

see Attached Ca. Notary Page

Notary Public

Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

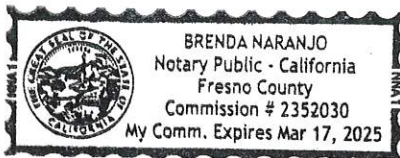
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Fresno)
 On Feb 22, 2023 before me, Brenda Naranjo, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Ramiro Rodriguez
 Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brenda Naranjo
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Designation of Agent
 Document Date: 2-22-2023 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ramiro Rodriguez
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Self

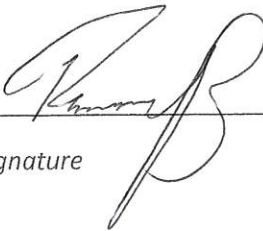
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Covenant Affidavit

I, Rafino Pecosuez, being owner or agent of the property 0808L-04-001.001
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

2/22/23
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

see Attached Ca. Notary
Notary Public

Commission Expiration

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

[Signature]
 Signature of Document Signer No. 1

[Signature]
 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Fresno

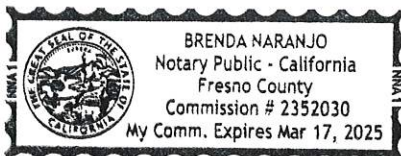
Subscribed and sworn to (or affirmed) before me
 on this 22 day of February, 2023
 by Date Month Year

(1) Ramiro Rodriguez

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Brenda Naranjo
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Covenant Affidavit Document Date: 2-22-2023
 Number of Pages: 1 Signer(s) Other Than Named Above: _____



Covenant Affidavit

I, SUSANA RODRIGUEZ, being owner or agent of the property 0808 L-04-001.001
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]
Signature

4/21/2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

SEE ATTACHED DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

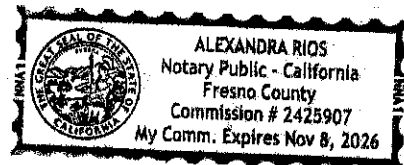
On APRIL 21, 2023 before me, ALEXANDRA RIOS NOTARY
(insert name and title of the officer)

personally appeared SUSANA GUADALUPE RODRIGUEZ
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alexandra Rios (Seal)





Designation of Agent

I, SUSANA RODRIGUEZ, being property owner of 0808L-04-001.001
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize KENYETTER JOHNSON 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.

4/21/2023

Signature

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

SEE ATTACHED DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

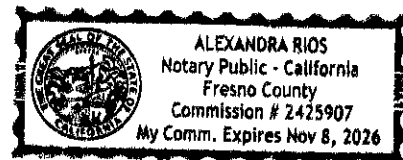
On April 21, 2023 before me, Alexandra Rios Notary
(insert name and title of the officer)

personally appeared Susana Guadalupe Rodriguez
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alexandra Rios (Seal)





Designation of Agent

RIA PROPERTIES AE LLC

I, *Gloria E. Alanis*, being property owner of *0808 L-04-001.001*
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize *KENYETTER Johnson* 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.

[Handwritten Signature]
 Signature

4/18/2023

4/18/2023
 Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

 Notary Public

 Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On April 8, 2023 before me, Janelle Harris NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared Damin Rodriguez and

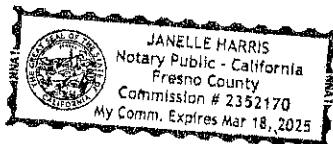
Name(s) of Signer(s)

Gloria E Alanis

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Janelle Harris
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COVENANT AFFIDAVIT

Document Date: 4/18/2023

Number of Pages: 1

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: RAMIRO RODRIGUEZ

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☒ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: RIA PROPERTIES AZ LLC

Signer's Name: GLORIA E. ALANIS

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

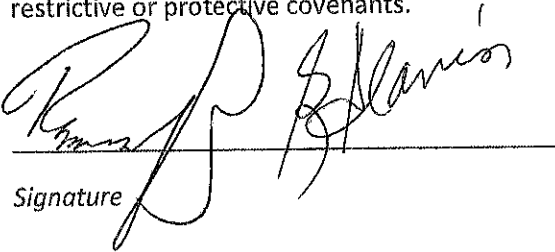
Signer Is Representing: _____



Covenant Affidavit

I, RIA PROPERTIES AZ LLC
& GLORIA E ALANIS, being owner or agent of the property 0808 L-04-001.001
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

4/18/2023 4/18/2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On April 18, 2023 before me, Janelle Harris NOTARY PUBLIC

personally appeared Ramin Rodriguez and Here Insert Name and Title of the Officer

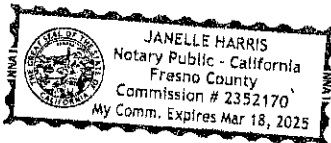
Gloria E. Alanis

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Janelle Harris
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DESIGNATION OF AGENT

Document Date: 4/18/2023 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ramin Rodriguez

☐ Corporate Officer — Title(s):

☐ Partner — ☒ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: RIA PROPERTIES AZ LLC

Signer's Name: GLORIA E. ALANIS

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the Northwest One-Fourth of the Northwest One-Fourth (NW 1/4 of the NW 1/4) of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 9, Township 7 South, Range 11 West, and thence run North 89 degrees 27 minutes 30 seconds East along the North line of said Section 9 a distance of 35.0 feet to an iron rod; thence run North 89 degrees 27 minutes 30 seconds East along the North line of Section 9 a distance of 354.71 feet to the POINT OF BEGINNING; thence run North 89 degrees 27 minutes 30 seconds East along said section line a distance of 452.72 feet to a point situated on the West right-of-way line of U.S. Highway 49; thence run South 07 degrees 45 minutes 25 seconds East along said right-of-way a distance of 211.68 feet to a point; thence run South 89 degrees 27 minutes 32 seconds West a distance of 481.15 feet to a point; thence run North 00 degrees 02 minutes 17 seconds West a distance of 210.01 feet to the Point of Beginning. Said parcel contains 2.25 acres, more or less.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**CONSENT OF THE MEMBERS OF
RIA PROPERTIEZ AZ, LLC.**

The undersigned, being all of the members in RIA PROPERTIEZ AZ LLC, an Arizona limited liability company (the "Company"), do hereby acknowledge, represent and consent as follows:

A. The undersigned members are all of the members of the Company. The Company will purchase the real property described on the attached Exhibit A (the "Real Property").

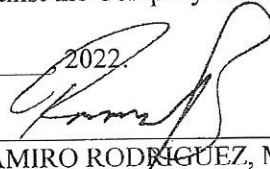
B. The undersigned members hereby consent to and authorize the Company to purchase the Real Property from GRYDER'S AT "OAK LANE PLACE", LLC ("Seller") for the sum of \$2,200,000.00, pursuant to the terms of the Contract for the Sale and Purchase of Real Estate (the "Contract") dated August 5, 2022, to finance the purchase with a loan from The Peoples Bank, Biloxi, Mississippi, in the amount of \$1,540,000.00 and to execute and deliver whatever documents and take whatever steps are necessary to consummate the purchase and loan contemplated by the Contract, including but not limited to executing and delivering all warranty deeds, deed of trusts, assignments of leases and any and all other documents (the "Closing Documents") required for the purpose of purchasing all of the Sellers's right, title and interest in and to the Real Property and financing the purchase with The Peoples Bank, Biloxi, Mississippi.

C. The Company is a limited liability company formed under, validly existing and in good standing under the laws of the State of Arizona, is qualified to do business in each other jurisdiction where the conduct of its business or the ownership of its properties requires such qualification and has full power, authority and legal right to execute and deliver the Sale Documents and to perform the obligations under the terms of the Contract.

D. The execution, delivery and performance by the Company of the Sale Documents have been duly authorized by all necessary membership action of the Company, do not require any further membership approval or the approval or consent of any trustee or the holders of any indebtedness of the Company, do not contravene any law, regulation or order binding on the Company or the operating agreement, and do not contravene the provisions of or constitute a default under any indenture, mortgage, contract or other agreement or instrument to which the Company is a party or by which the Company or any of its properties may be bound or affected.

E. The Sale Documents when executed by the Ramiro Rodriguez, Manager of the Company, on behalf of the Company, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms.

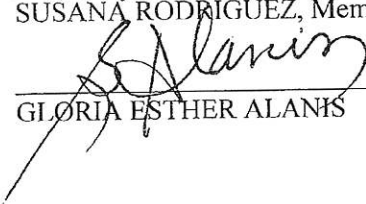
DATED this the 17 day of OCTOBER, 2022.



RAMIRO RODRIGUEZ, Member



SUSANA RODRIGUEZ, Member



GLORIA ESTHER ALANIS

Exhibit A: Legal Description
Exhibit B: Articles of Organization

I am requesting a special exception
for a childcare center use.

The hours of operation will be
Monday thru Friday 6:00am-6:00pm.

WRITTEN STATEMENT
TO
ZONING BOARD

- 1) THE SITE ALREADY HAS INGRESS AND EGRESS FROM A PUBLIC RIGHT OF WAY.
- 2) THE SITE HAS A PARKING LOT WITH STRIPED PARKING FOR PROPOSED BUSINESSES.
- 3) WILL BE UTILIZING THE PROVIDED DUMPSTER ON SITE.
- 4) THE EXISTING COMMERCIAL BUILDING ALREADY HAS WATER AND SEWER UTILITIES.
- 5) THERE IS A FENCE THAT PROVIDES SCREENING FROM THE ADJACENT RESIDENTIAL PROPERTY.
- 6) WE ARE NOT DOING ANY ADDITIONAL SIGNAGE.
- 7) STATE REQUIRES AN OUTSIDE PORTION TO BE FENCED IN FOR OUTDOOR PLAY.
- 8) WE ARE SURROUNDED BY COMMERCIAL ZONING AND PART OF THE COMMERCIAL CORRIDOR.
- 9) SPECIAL EXCEPTION WILL BE IN HARMONY WITH COMMERCIAL USE BECAUSE IT IS IN COMMERCIAL ZONING.

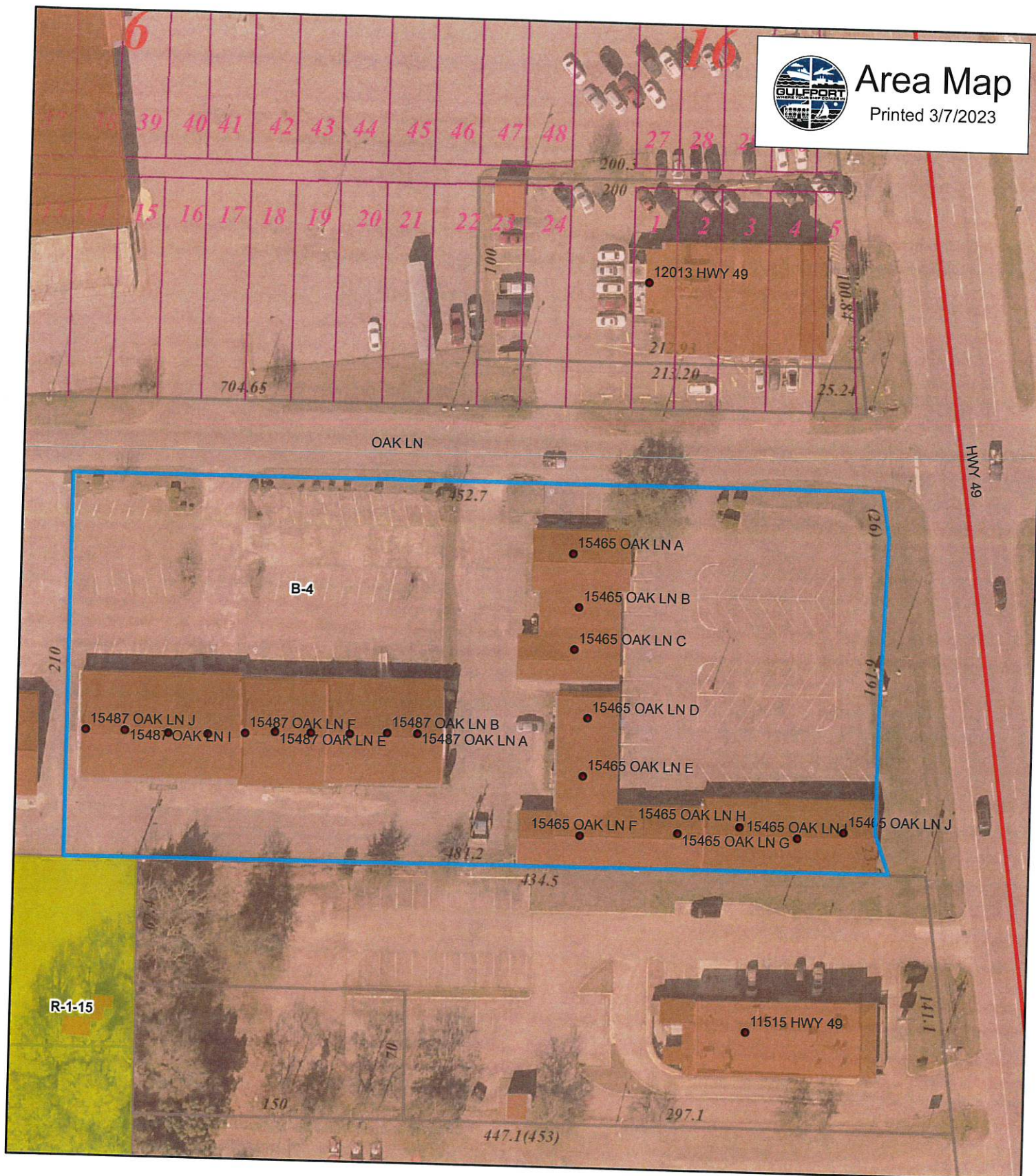
WRITTEN STATEMENT
TO
PLANNING COMMISSION

- 1) INGRESS AND EGRESS OFF OF PUBLIC HIGHWAY HAS ALREADY BEEN PROVIDED.
- 2) THE SITE ALREADY HAS EXISTING HOOK UP TO WATER AND SEWER UTILITY LINES.
- 3). WE ARE NOT ASKING FOR ANY ADDITIONAL FIRE/POLICE SERVICES.
- 4) WE ALREADY HAVE ON SITE PARKING THAT IS AVAILABLE TO THE COMMERCIAL DEVELOPMENT.



Area Map

Printed 3/7/2023



Harrison_HughRes_2020.sid

	RGB
Addresspoints	Red: Band_1
Principal Arterial	Green: Band_2
Minor/Residential	Blue: Band_3
WaterFeatures	
Parcels	



1 inch = 70 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.

PREPARED BY and RETURN TO:
David A. Wheeler, Esquire
Wheeler & Wheeler, PLLC
P.O. Box 264
Biloxi, MS 39533
(228) 374-6720
MSB 7126

INDEXING: NW 1/4 of NW 1/4 Sec. 9,
T7S-R11W, Harrison County, 1st Jud. Dist., MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, GRYDER'S AT "OAK LANE PLACE", LLC, a Mississippi limited liability company, 2113 Government Street, Suite D4, Ocean Springs, MS 39564 (228) 875-7217, *GRANTOR*, does hereby GRANT, SELL, BARGAIN, CONVEY and WARRANT to RIA PROPERTIEZ AZ, LLC, an Arizona limited liability company, 614 Crescent Lane, Madera, CA 93636 (559) 660-2873, an undivided two-thirds interest and GLORIA E. ALANIS, 614 Crescent Lane, Madera, CA 93636 (559) 660-2873, an undivided one-third interest, *GRANTEES*, all right, title and interest in and to the following described real property, together with all improvements situated thereon, lying and being situated in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land situated in the Northwest One-Fourth of the Northwest One-Fourth (NW 1/4 of the NW 1/4) of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 9, Township 7 South, Range 11 West, and thence run North 89 degrees 27 minutes 30 seconds East along the North line of said Section 9 a distance of 35.0 feet to an iron rod; thence run North 89 degrees 27 minutes 30 seconds East along the North line of Section 9 a distance of 354.71 feet to the POINT OF BEGINNING; thence run North 89 degrees 27 minutes 30 seconds East along said section line a distance of 452.72 feet to a point situated on the West right-of-way line of U.S. Highway 49; thence run South 07 degrees 45 minutes 25 seconds East along said right-of-way a distance of 211.68 feet to a point; thence run South 89 degrees 27 minutes 32 seconds West a distance of 481.15 feet to a point; thence run North 00 degrees 02 minutes 17 seconds West a distance of 210.01 feet to the Point of Beginning. Said parcel contains 2.25 acres, more or less.

The Grantor herein intends, and by its execution of this instrument does, transfer unto Grantees all right, title and interest it presently has in and to the above described property, subject to all restrictions, easements and rights of way of record.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay said Grantees or their assigns any deficit on actual proration. This conveyance and Grantor's warranty of title is subject to: (a) all restrictions of record, (b) all easements and rights of way of record; (c) prior reservations of oil,

gas and mineral rights; (d) current year taxes, if any; and (e) all matters which would be revealed by an accurate inspection and/or survey of the subject property.

WITNESS MY SIGNATURE, this the 17 day of Oct., 2022.

GRYDER'S AT "OAK LANE PLACE", LLC - Owner/Seller

By: Micha Vickery Gryder
MICHA VICKERY GRYDER, Manager

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 October, 2022, within my jurisdiction, the within named MICHA VICKERY GRYDER, who acknowledged that she is the Manager of GRYDER'S AT "OAK LANE PLACE", LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

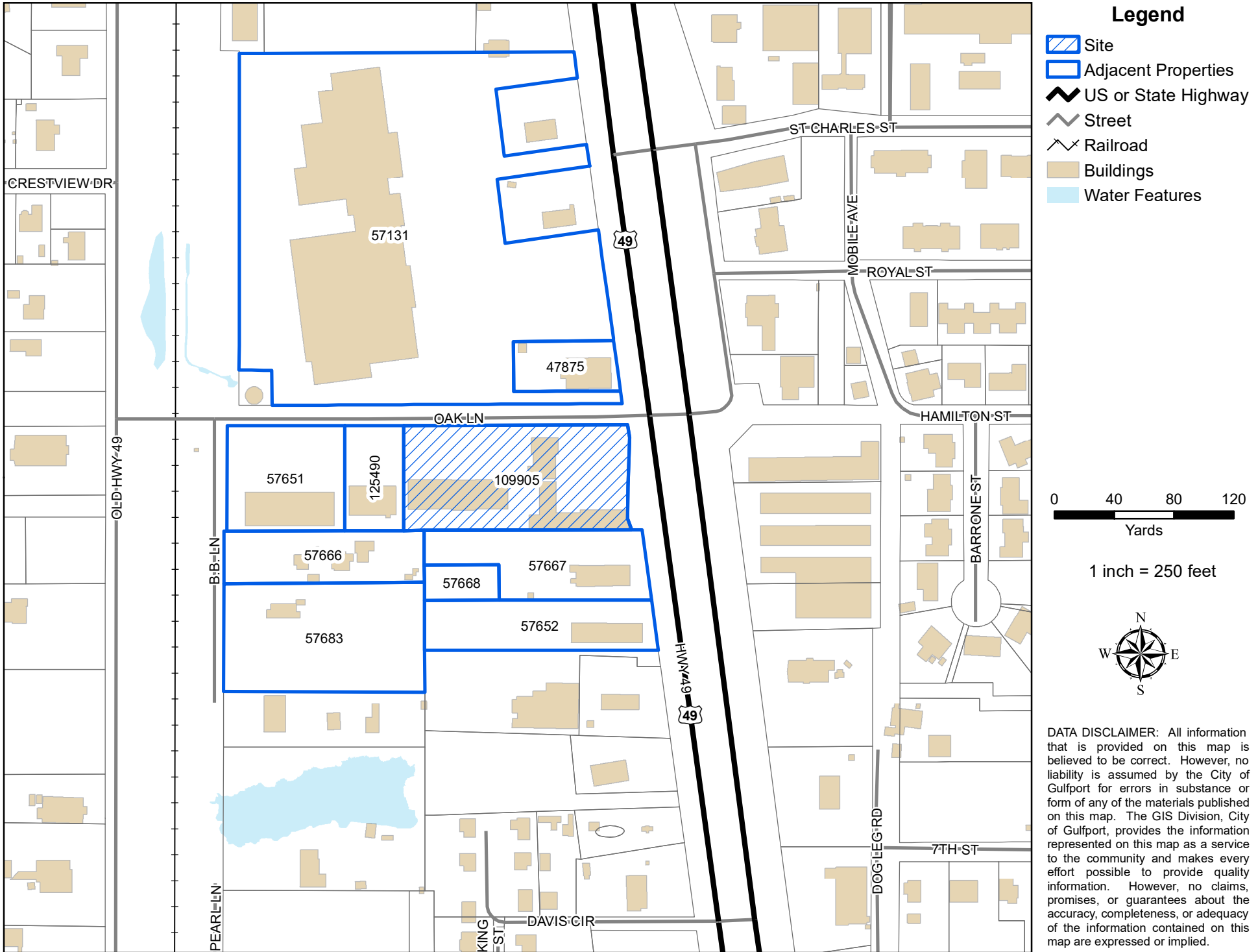
[Signature]
NOTARY PUBLIC

My Commission Expires:



2304SE038

Special Exception



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0808L-04-001.001	RIA PROPERTIES AZ LLC(OWNER)	614 CRESENT LN	MADERA	CA	93636
Y			KENNYETTER JOHNSON(AGENT)	11090 AMBER DR	D'IBERVILLE	MS	39540
			Adjacent Property Owners(2304SE038)				
	47875	0808E-04-012.000	ROJAS HECTOR	2815 22ND AVE	GULFPORT	MS	39501
	57683	0808L-04-005.000	TORJUSEN ROBERT D & PATRICIA A	12530 JOHN ROSS RD	GULFPORT	MS	39503
	57667	0808L-04-002.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	57666	0808L-04-005.001	MAULDIN AVERY L & ANN JEAN	22072 RED FOX RUN	SAUCIER	MS	39574
	57668	0808L-04-003.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	57652	0808L-04-006.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
	109905	0808L-04-001.001	GRYDER'S AT OAK LANE PLACE LLC	2113 GOVERNMENT ST	OCEAN SPRINGS	MS	39564
	125490	0808L-04-001.002	RLS PROPERTIES LLC	11590 STANTON CIR	GULFPORT	MS	39503
	57651	0808L-04-001.000	MOSAIC MINISTRIES	2226 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
	57131	0808E-04-010.000	DELMAR PLAZA HOLDINGS LLC	225 SPRINGHILL MEMORIAL PL	MOBILE	AL	36608

RE: Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 27, 2023**, 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 27, 2023**. 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.

RE: Special Exception 2304SE038,by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business), Ward 7

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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:**

IPL0121599

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

98.32

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL01215990**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 4, 2023 4:27:00 PM EDT

Amount:

98.32

SCHEDULE FOR AD NUMBER IPL01215990

May 10, 2023

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, May 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

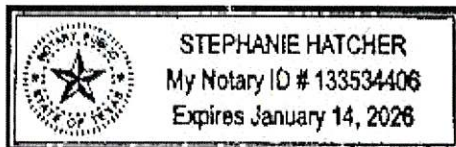
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Planning Commission Approval 2305PC047:

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2305PC047

Hearing Date: May 25, 2023

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

Legal: Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval for the placement of a 16' x 68' mobile home located at 8319 South Carolina Avenue, zoned R-1-5 (Single-family).

Per our chart of permitted uses and City of Gulfport's Ordinances, a mobile home use requires Planning Commission approval, in a R-1-5 zoning district. The immediate surrounding parcels are single-family homes; however, there are multiple existing mobile homes on South Carolina Avenue, with one being less than 500-feet from the 8319 South Carolina Avenue property line. Per the Ordinance, off street parking for a mobile home requires parking for two (2) parking spaces (9x18 asphalt or concrete). Upon review of the site plan submitted by the applicant, all required setbacks have been met. The applicant appears to meet all of the requirements for a mobile home dwelling in an R-1-5 zone.

EXECUTIVE SUMMARY

Upon staff review and site visit, the parcel is currently occupied with a Recreational Vehicle (RV) that is in violation of the zoning ordinance. Although the surrounding neighboring properties is primarily single-family homes, there is a mixed use of single-family homes and mobile homes. If the request is approved, it would be in harmony with existing housing in the area.

Any approval should consider these conditions:

1. Existing Recreational Vehicle (RV) must be removed from parcel prior to placement of new mobile home.
2. Must be Zone II Mobile Homes and must meet minimum standards for occupancy. Must meet Mississippi Rules and Regulations for the Uniform Standards Code for the Factory Built Homes Law, Regulation MH-5. Must comply with all Planning & Zoning rules and regulations.

Technical Report
PLANNING COMMISSION APPROVAL

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/15/23.

Public Works: No conditions. Memo dated 5/15/23.

Traffic and Safety: No conditions. Memo dated 5/12/23.

Building Code Services: Must be Zone II Mobile Homes and must meet minimum standards for occupancy. Must meet Mississippi Rules and Regulations for the Uniform Standards Code for the Factory Built Homes Law, Regulation MH-5. Memo dated 5/10/23

GIS: No conditions. Memo dated 5/11/23.

Police Department: No conditions. Memo dated 5/10/23

Fire Department: No conditions. Memo dated 5/10/23

City Arborist: No conditions. Memo dated 5/15/23.

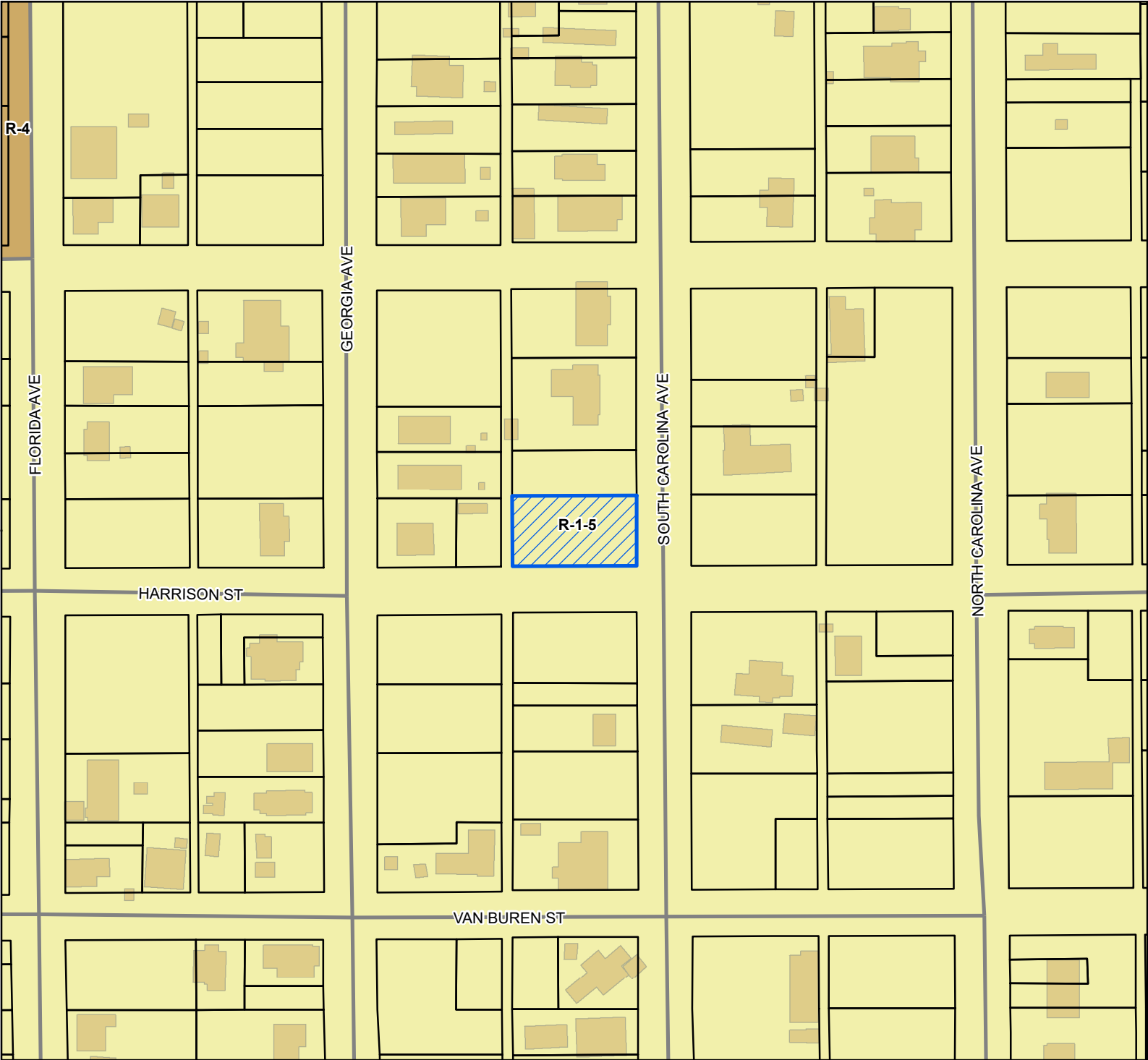
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





 Site

 Street

 Parcels

 Buildings

Zoning

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

 R-4 - General Residence (High Density)

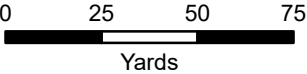
Site Information

0810B-03-033.000

Zoning: R-1-5 (Single Family)

Size: 10,196 SqFt.

Flood: X



1 inch = 150 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #	0	8	1	0	B	-	0	3	-	0	3	3	•	0	0	0
						-			-				•			
						-			-				•			

For Staff Use Only
Case Number: 2305PC047
Date Received: 3-29-23
Receipt Number: _____
Received By: HB
Zoning: R-1-5
Ward: 3 Flood: X
Size: 10,196 Sqft
(If necessary, use separate sheet of paper)

Address of Property Involved: 8319 South Carolina Avenue, Gulfport

Lot(s) 1 - 5, Block(s) 159, Subdivision North Gulfport Blocks 150 - 250

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Respectfully request to move a mobile home onto the subject property and to establish service for all necessary utilities.

Applicant is the owner of the land, will own the mobile home, and will reside on the property.

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

Lisa M. Aronson

Printed Name of Owner
1234 27th Street

Mailing Address
Gulfport, MS 39501

City State Zip code
C: 228-314-4424 W: 228-377-9947

Home Phone Work/Cell Phone
lisaaronson37@gmail.com

Email Lisa Aronson

Signature of Owner

AGENT

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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

☐

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

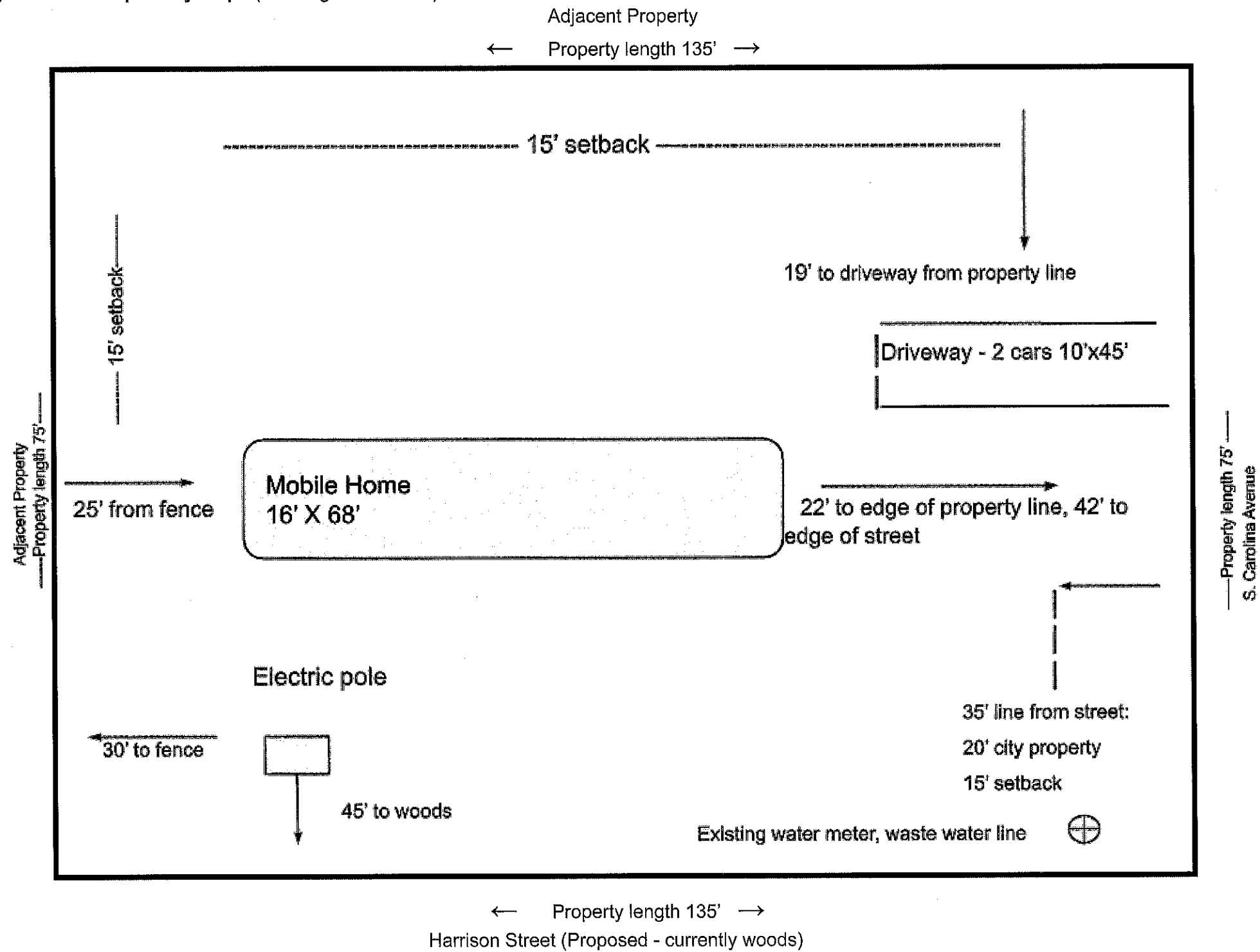
Supplemental Information for Planning Commission Application 8319 South Carolina Avenue

Owner and Applicant: Lisa M. Aronson

1. Transportation and Access: The property is bordered by South Carolina Avenue, a paved and (as observed by applicant) relatively quiet street in terms of traffic flow and activity. Polk Street lies to the north and provides direct access to Hwy. 49.
2. Water supply: Available through the City of Gulfport Water Department with a meter onsite. A request has been made with the Water Department to ensure that the existing meter meets current standards.
3. Waste Disposal: Provided by Waste Pro. The property runs along an existing trash pickup route.
4. Fire and Police Protection: Gulfport Fire Department coverage is provided by Station 12. The property lies within the jurisdiction of the Gulfport Police Department.
5. Other Public Facilities: Upon Planning Commission approval a request will be made through Mississippi Power to supply a meter and power once the mobile home is moved onto the site.
6. Traffic Congestion or Hazards: The Applicant will be the sole occupant of the mobile home, aside from occasional visitors. The driveway easily supports two vehicles; the adjoining street is straight with no "blind" curves. The mobile home will be set back from South Carolina Avenue by approximately 70 feet.
7. Appropriate Development and Use of the Property: The addition of a mobile home will turn an unused parcel of land into a residential property. Ms. Aronson, the Applicant, is the owner of the land and will own and occupy the mobile home.

SITE MAP 8319 SOUTH CAROLINA AVENUE

PLANNING COMMISSION SUBMISSION OF LISA M. ARONSON
Property is 135' X 75' per City maps (Drawing not to scale)



- ☐ Note: The bold line on the S. Carolina Avenue side represents the edge of the street, with the next 20' inward representing City property, followed by a 15' setback.
- ☐ On the other three sides of the display, the bold line represents the actual edge of the owner's property and, where necessary, 15' setback lines are noted.

REVIEWED

SCANNED



[Signature] 1st JUDICIAL DISTRICT
Instrument 2022-0028341-D-J1
Filed/Recorded 11/18/2022 2:40:01 PM
Total Fees 26.00
3 Pages Recorded

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

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUITCLAIM DEED

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

CAROLYN HALL AND LEE NELL HALL
917 SWEETGUM DRIVE
GULFPORT, MS 39503
228.547.7238

do hereby release, convey, and forever quitclaim unto

LISA ARONSON
8266 TEXAS AVENUE
GULFPORT, MS 39501
228.314.4424

the following described land and property, lying and being situated in Harrison County, Mississippi, First Judicial District, more particularly and certainly described as follows:

(See Exhibit A attached)(Page 3)

Indexing instructions: LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 159, NORTH
GULFPORT, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT

This conveyance is subject to all covenants, restrictions, easements, rights of way and other matters of record. Ad Valorem taxes for the current year are not prorated and are assumed by the Grantee in their entirety.

WITNESS the signatures of the Grantors on this the 17th day of November, 2022.

[Signature of Carolyn Hall]
CAROLYN HALL - GRANTOR

[Signature of Lee Nell Hall]

LEE NELL HALL - GRANTOR

TITLE NOT EXAMINED

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 November, 2022, within my jurisdiction, the within named CAROLYN HALL, who acknowledged that she signed, executed and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires: June 9, 2026


NOTARY PUBLIC



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 November, 2022, within my jurisdiction, the within named LEE NELL HALL, who acknowledged that he signed, executed and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires: June 9, 2026


NOTARY PUBLIC



TITLE NOT EXAMINED

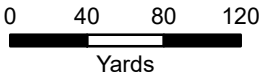
EXHIBIT "A"

Legal Description: LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 159, NORTH GULFPORT, A SUBDIVISION IN SECTION 27 AND 28, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.



Legend

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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			LISA M. ARONSON (OWNERS)	1234 27TH STREET	GULFPORT	MS	39501
			Adjacent Property Owners(2305PC047)				
	50396	0810B-03-032.000	ROBINSON LONNIE BELLE	8333 S CAROLINA	GULFPORT	MS	39501
	50399	0810C-02-007.000	MULLINS PATRICIA	8328 GEORGIA AVENUE	GULFPORT	MS	39503
	50403	0810B-03-037.000	WARD M	210 MAGNOLIA ST	LONG BEACH	MS	39560
	102766	0810B-03-086.002	ROGERS JOHNNIE -EST-	8297 S CAROLINA AVE	N. GULFPORT	MS	39501
	97809	0810B-03-033.001	ROBINSON LONNIE BELLE	8333 S CAROLINA	GULFPORT	MS	39501
	50400	0810C-02-008.000	SCOTT DANIH	8320 GEORGIA AVENUE	GULFPORT	MS	39501
	50406	0810B-03-034.000	FALCONER CLARINE L	8328 S CAROLINA AVE	GULFPORT	MS	39501
	50458	0810B-03-086.000	KEYS DAVID LAMONT	502 FRANKLIN AVE	GULFPORT	MS	39503
	50394	0810B-03-033.000	HALL CAROLYN & LEE NELL	8379 S CAROLINA AVE	GULFPORT	MS	39501
	50452	0810B-03-085.000	COLE JOHNNY JAMES	8302 S CAROLINA AVE	GULFPORT	MS	39501
	99965	0810B-03-086.001	ROGERS JOHNNIE -EST-	8297 S CAROLINIA AVE	GULFPORT	MS	39501
	50397	0810C-02-006.000	MOFFETT CHARLES E JR & LATOYA L	15023 JEFFERSON ST	GULFPORT	MS	39501
	50405	0810B-03-035.000	MAGEE ERVIN S COBB -L/E-	8328 SOUTH CAROLINA AVE	GULFPORT	MS	39503
	50398	0810B-03-031.000	KEYS BREANNA JALIA -L/E-	8341 SOUTH CAROLINA AVE	GULFPORT	MS	39501
	50404	0810B-03-036.000	LEWIS BOBBY R	8332 S CAROLINA AVE	GULFPORT	MS	39503
	114054	0810B-03-085.001	MAGEE S COBB	8296 S CAROLINA AVE	GULFPORT	MS	39501
	132848	0810C-02-007.001	GIBBS MARY -ESTATE-	8324 GEORGIA AVENUE	GULFPORT	MS	39503
	132849	0810C-02-007.002	SCOTT DANIH	8320 GEORGIA AVE	GULFPORT	MS	39503
	122761	0810C-02-009.003	NORTH GULFPORT COMMUNITY LAND	CONSERVANCY INC	GULFPORT	MS	39501
N	50460	0810C-02-009.000	NORTH GULFPORT COMMUNITY LAND	CONSERVANCY INC	GULFPORT	MS	39501

RE: Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5, Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

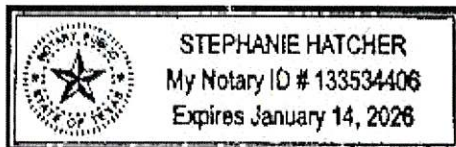
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
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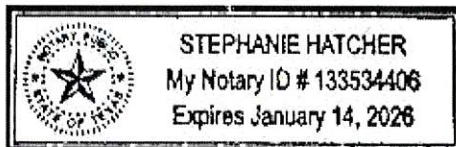
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MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: General Plan 2305PC049:

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Technical Report

*General Plan
(River Point Estates)*

GENERAL INFORMATION

Case File Number: 2305PC049

Hearing Date: May 25, 2023

Current Zoning/Use: R-E / Vacant Property

Legal: General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 7-lot single-family residential subdivision, named River Pointe Estates, zoned R-E (Residential Estates). Residential Estates Districts requires a minimum lot size of (1) acre, (43,560 square feet) with a lot width of 60-feet at the building setback line. Further, this particular zoning district requires a front setback of 45-feet, a side and rear setback of 25-feet. However, setbacks are not apparent on site plan. Applicant must state front, side, and rear setbacks on plans for final plat. Applicant should also label proposed sidewalk on plans for approval.

The proposed parcels are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant need to submit a copy of the covenants.

EXECUTIVE SUMMARY:

In review of the General Plan submitted by the applicant, the plans meet the requirements set forth by the City of Gulfport Ordinance. This General Plan was first approved in 2021 (Case number 2111PC177). The applicant missed their one-year extension and had to start the process over. However, the applicant shall provide or label proposed sidewalks on site plan and submit a copy of the covenants.

Any approval should consider these conditions:

1. The applicant shall provide or label proposed sidewalks on site plan.
2. Applicant must provide a copy of the covenants.
3. All construction shall comply with all City Building Codes and Ordinances.
4. Subdivision is under construction. Need new Final inspection.

Technical Report

*General Plan
(River Point Estates)*

DEPARTMENTAL CONDITIONS

Engineering: Subdivision is under construction. Need new Final inspection.
Memo dated 05/15/23.

Public Works: See engineering notes. Memo dated 05/15/23.

Traffic and Safety: No conditions. Memo dated 05/15/23.

Building Code Services: Site is located in a Flood Zone AE (Floodway). Must meet all City
of Gulfport Floodplain Ordinances and current Building Codes.
Memo dated 05/10/23.

GIS: No conditions. Memo date 05/12/23.

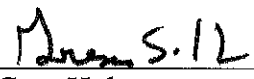
Police Department: No Comments as of 05/16/23.

Fire Department: No conditions. Memo dated 05/10/23.

City Arborist: No conditions. Memo dated 05/15/23.

DIRECTOR APPROVAL

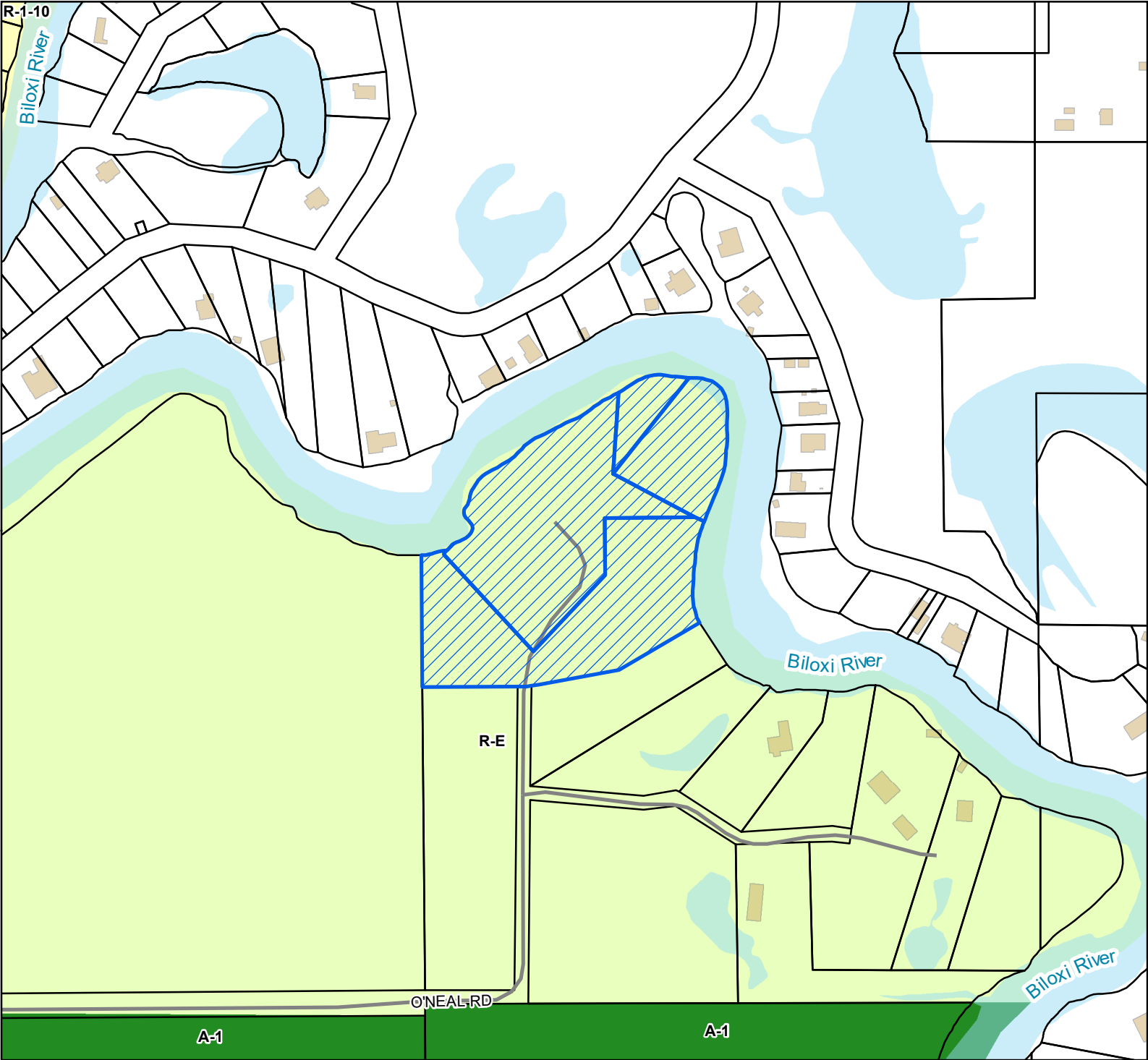
This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department







Site

Street

Parcels

Buildings

Water Features

Zoning

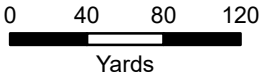
A-1 - Agricultural District

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

R-E - Residence-Estate

Site Information

1007O-01-028.000
1007O-01-028.014
1007O-01-028.012
1007O-01-028.008
Zoning: R-E (Residence- Estate)
Size: 8 acres
Flood: AE



1 inch = 300 feet



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

For Staff Use Only

Case File #: 2305PC 049Date Received: 3/31/2023

Receipt #: _____

Received By: AG/SF

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	1	0	0	7	0	-	0	1	-	0	2	8	●	0	1	4
	1	0	0	7	0	-	0	1	-	0	2	8	●	0	1	2
	1	0	0	7	0	-	0	1	-	0	2	8	●	0	0	8

(If necessary, use separate sheet of paper)

Address of Property Involved: 100550 Oneal Road, Gulfport, MS

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

General Location: Located on Oneal Road, East of CR 605

GENERAL DESCRIPTION OF REQUEST:

We would like to subdivide the property into 7 single family residential lots

OWNERSHIP AND CERTIFICATION:

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



OWNER

AGENT

River Point Estates, LLC

Printed Name Of Owner
2112 Bienville Blvd, Suite B-1

Mailing Address

Ocean Springs MS 39564

City State Zip code
(205) 283-8824

Home Phone Work/Cell Phone
bwd217@bellsouth.net

Email

By [Signature]
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.



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

For Staff Use Only

Case File #: 2305PC 049Date Received: 3/31/2023

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Ward: _____ Flood: _____

Size: _____

APPLICATION FOR GENERAL SUBDIVISION PLAN

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Email

By [Signature]
Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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☐

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

A CERTIFICATE OF OCCUPANCY MUST BE
ISSUED BEFORE PERMANENT ELECTRICAL
SERVICE WILL BE PROVIDED

WATER AND SEWER TAP FEES MUST BE PAID PRIOR TO THE
ISSUANCE OF A PERMIT

NOTICE
CITY OF GULFPORT APPROVED CONSTRUCTION PLANS MUST BE
ON JOBSITE AT TIME OF INSPECTION

BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING
DAMAGES TO ANY STREET, SIDEWALKS, CURBS, OR OTHER PUBLIC
PROPERTY WHICH OCCURS DURING CONSTRUCTION AND
REMODELING OF BUILDING OR STRUCTURE.

A PERMIT ISSUED SHALL NE CONSTRUED TO BE A LICENSE TO
PROCEED WITH THE WORK AND NOT AS AUTHORITY TO VIOLATE,
CANCEL, ALTER OR SET ASIDE ANY OF THE PROVISIONS OF THE
TECHNICAL CODES, NOR SHALL ISSUANCE OF A PERMIT PREVENT
THE BUILDING OFFICIAL FROM HEREAFTER REQUIRING A
CORRECTION OF ERRORS IN PLANS. THE BUILDING OFFICIAL IS
AUTHORIZED TO PREVENT OCCUPANCY OR USE OF A STRUCTURE
WHERE IN VIOLATION OF CODE OR ANY OTHER ORDINANCE OF
THIS JURISDICTION.

PLANNING DIVISION RECEIVED FOR COMPLIANCE
DATE: _____
ZONING USE: _____
SIGNATURE: _____

NOTICE:
THE DEVELOPER MUST CONTROL SURFACE RUN-OFF AND INSURE
THAT RUN-OFF HAS NO ADVERSE EFFECT ON ADJACENT PRIVATE
PROPERTY.

SIDEWALKS MUST COMPLY WITH THE CODE OF ORDINANCES OF
THE CITY OF GULFPORT, PART II, CHAPTER 9, ARTICLE III, SECTION
9-50 (B) (14) WIDTH NO LESS THAN 4.0 FEET. THE WALKING
SURFACE MUST COMPLY WITH THE 2010 28 CFR ADA STANDARDS
TITLES II AND III, THE RUNNING SLOPE SHALL NOT BE STEEPER
THAN 1:20, THE CROSS SLOPE SHALL NOT BE STEEPER THAN 1:48.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF
GULFPORT CONSTRUCTION STANDARDS

BEFORE YOU DIG: CALL MISSISSIPPI (811)
OUT OF STATE 1-800-227-6477

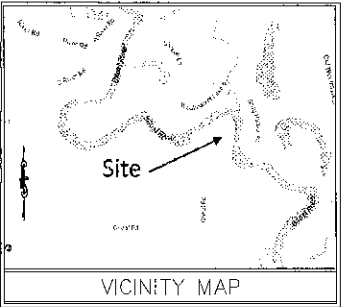


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HOOPER, AL 35244
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GRADING, DRAINAGE, ROADWAY & UTILITY IMPROVEMENTS CONSTRUCTION PLANS FOR RIVER POINTE ESTATES GULFPORT, MISSISSIPPI

PROJECT NO. RPE-01
FEBRUARY 2022



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NOTE:
THE EROSION CONTROL PLAN OUTLINE WITHIN IS A SUGGESTED
PLAN ONLY. THE CONTRACTOR SHALL REFINE OR MODIFY THIS
PLAN AS NECESSARY DURING CONSTRUCTION TO BEST ACCOMPLISH
THE GOAL OF PREVENTING ANY DAMAGE TO THIS PROPERTY OR
ADJACENT PROPERTY DUE TO EROSION OR SEDIMENTATION. IT
IS IMPERATIVE THAT EROSION CONTROL DEVICES BE MAINTAINED
ON A CONTINUING BASIS.
CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE MISSISSIPPI
HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER
MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS BY THE ALABAMA
SOIL AND WATER CONSERVATION COMMITTEE, CURRENT EDITION.
IN ADDITION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY
DAMAGES CAUSED BY SEDIMENT OR ANY OTHER ERODIBLE MATERIALS BEING
DEPOSITED ONTO ADJACENT PROPERTY.
SHOULD ARTIFACTS OR ARCHAEOLOGICAL FEATURES BE ENCOUNTERED DURING
PROJECT ACTIVITIES, WORK SHALL CEASE AND THE ALABAMA HISTORICAL COMMISSION
SHALL BE CONSULTED IMMEDIATELY (CALL 334-242-3184, REFERENCE PROJECT
#AHC 05-0752, MSC-05-12). ARTIFACTS ARE OBJECTS MADE, USED TO MODIFIED
BY HUMANS. THEY INCLUDE BUT ARE NOT EXCLUDED TO ARROWHEADS, BROKEN PIECES
OF POTTERY OR GLASS, STONE IMPLEMENTS, METAL FASTENERS OR TOOLS, ETC..
ARCHAEOLOGICAL FEATURES ARE STAINS IN THE SOIL THAT INDICATED DISTURBANCE BY
HUMAN ACTIVITY. SOME EXAMPLES ARE POST HOLES, BUILDING FOUNDATIONS, TRASH
PITS AND EVEN HUMAN BURIALS.

GENERAL CONSTRUCTION NOTES

STREETS, DRAINAGE & SITE GRADING

1. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STATE OF MISSISSIPPI DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, CURRENT EDITION" EXCEPT AS MODIFIED IN THE SPECIFICATIONS OR BY GENERAL NOTE.
2. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ADEQUATELY SCHEDULE AND COORDINATE WORK ON THE PROJECT WITH THE ENGINEER TO PROVIDE STAKEOUT, THE TESTING LABORATORY FOR REQUIRED TESTING, AND WITH UTILITY PERSONNEL FOR LOCATING AND RESOLVING CONFLICTS WITH EXISTING UTILITIES AND CONSTRUCTING UTILITY IMPROVEMENTS WITHIN THE PROJECT - NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK, HOWEVER THE COST FOR THE WORK SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICES FOR THE PROJECT.
3. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN (TCP) IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (MUTCD) FOR APPROVAL BY THE ENGINEER. THE HARRISON COUNTY HIGHWAY DEPARTMENT AND CITY OF GULFPORT PUBLIC WORKS DIRECTOR. NO WORK ON PUBLIC RIGHT-OF-WAY SHALL COMMENCE UNTIL THE TCP HAS BEEN APPROVED IN WRITING BY THE ENGINEER AND PUBLIC WORKS DIRECTOR AND PROPERLY INSTALLED.
4. EXISTING STREETS AND/OR ROADS SHALL BE MAINTAINED PASSABLE AT ALL TIMES AND SHALL BE OPEN DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SCHEDULE AND SEQUENCE THE WORK SO THAT THIS PROVISION IS COMPLIED WITH.
5. A MINIMUM 6" LAYER OF MATERIAL SHALL BE STRIPPED AND STOCKPILED FOR USE AS TOPSOIL AND CONSTRUCTION OF EARTH BERMS AT OUTFALLS. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN ITEMS 201-A, 210-A AND 850-B.
6. SUITABLE EXCESS EXCAVATION SHALL BE PLACED ON LOTS WHERE SO DIRECTED. THE AREA SHALL BE STRIPPED OF VEGETATION PRIOR TO PLACEMENT. FILL PLACED ON THE LOTS SHALL BE APPROVED BY THE ENGINEER AND SHALL BE PLACED IN MAXIMUM LOOSE LIFTS OF 9" AND THEN COMPACTED TO A MINIMUM OF 95% STANDARD DENSITY. IT IS THE INTENT OF THE ENGINEER THAT AT THE COMPLETION OF THE PROJECT, ALL UNSUITABLE MATERIAL OR EXCESS MATERIAL NOT PLACED ON THE LOTS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE PROJECT SITE.
7. APPROVED JOB MIX FORMULA SHALL BE REQUIRED FOR ALL BITUMINOUS CONCRETE LAYERS.
8. EACH LAYER OF THE PAVEMENT STRUCTURE SHALL BE APPROVED IN THE FIELD BY THE ENGINEER PRIOR TO STARTING CONSTRUCTION OF THE NEXT OVERLYING LAYER. EACH LAYER OF THE PAVEMENT STRUCTURE, INCLUDING THE SUBGRADE, COMPRISED OF GRANULAR SOIL TYPE MATERIALS, SHALL BE "BLUETOPPED" BY THE CONTRACTOR TO THE FINISH ELEVATIONS AT THE CENTER AND GUTTER LINES AT 50' INTERVALS. ASPHALTIC CONCRETE PAVEMENT STRUCTURE LAYERS SHALL BE "BLUETOPPED" OR ELEVATIONS DETERMINED AS OTHERWISE APPROVED BY THE ENGINEER. COMPACTION AND MATERIAL TESTING SHALL BE CONDUCTED BY A LABORATORY AUTHORIZED BY THE OWNER FOR THE PROJECT. "BLUETOPPING" AND ESTABLISHING OF PAVEMENT LAYER ELEVATIONS AS NOTED ABOVE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
9. WITH TESTING LABORATORY APPROVAL, LOWER BASE LAYER MAY BE CONSTRUCTED TO A COMPACTED THICKNESS OF 6", THEN THE UPPER LAYER SHALL BE CONSTRUCTED SUCH THAT A MINIMUM BASE THICKNESS OF 8" IS ACHIEVED. THE UPPER PORTION OF THE UPPER BASE LAYER SHALL THEN BE MIXED, COMPACTED TO THE REQUIRED DENSITY, AND FINE-GRADED TO THE SURFACE TOLERANCES DETAILED BY THE SPECIFICATIONS.
10. PRIOR TO FINAL INSPECTION, ALL REPAIRS ON CONCRETE WORK SHALL BE COMPLETED WHERE REQUIRED, THEN CONCRETE WORK SHALL BE CLEANED TO REMOVE STAINS AND DISCOLORATIONS. POWER WASHING, SAND BLASTING, OR OTHER ACCEPTABLE METHODS SHALL BE UTILIZED.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE MISSISSIPPI HANDBOOK FOR EROSION SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS BY THE MISSISSIPPI SOIL AND WATER CONSERVATION COMMITTEE, 2014 EDITION. IN ADDITION, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES CAUSED BY SEDIMENT OR ANY OTHER ERODIBLE MATERIALS BEING DEPOSITED ONTO ADJACENT PROPERTY.
12. ALL CONCRETE STORM SEWER PIPE OR CONCRETE ROADWAY PIPE SHALL BE CLASS 3 REINFORCED CONCRETE PIPE UTILIZING RUBBER GASKET JOINTS FOR CIRCULAR PIPE AND RAM NECK GASKETS FOR ARCH PIPE. CONCRETE SIEDRAIN PIPE AT ENTRANCE SHALL BE CL. 4. CLASS C AND PIPE TRENCHES SHALL BE BACKFILLED WITH SUITABLE UNCLASSIFIED EXCAVATION MATERIAL OR BORROW AS DIRECTED BY THE ENGINEER. BACKFILL OF THE PIPE TRENCH SHALL BE INCLUDED IN THE PRICE BID FOR THE PIPE. ALL LIFTING HOLES SHALL BE SEALED WITH RAM NECK GASKET MATERIAL AND ONE SQUARE FOOT (DOUBLE THICKNESS) OF FILTER FABRIC.
13. ALL LOT AREAS AND EASEMENTS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT SHALL BE DRESSED, FINE GRADED, PREPARED FOR SEEDINGS AND THEN SEEDED AND MULCHED AS SET FORTH BY THE SPECIFICATIONS. ALL AREAS TO RECEIVE SOLID SOD ARE TO BE FINE GRADED AND FERTILIZED PRIOR TO PLACING SOD.
14. SOLID SOD SHALL BE UTILIZED WHERE DIRECTED BY THE ENGINEER FOR CONTROL OF EROSION AND IN AREAS SET FORTH IN THE PLANS. CONTRACTOR SHALL MAINTAIN ALL SOD INSTALLED UNTIL PROPER STABILIZATION HAS BEEN REACHED.
15. BORROW EXCAVATION SHALL BE UTILIZED AS DIRECTED BY THE ENGINEER IN LOCATIONS WHERE UNSUITABLE MATERIAL IS ENCOUNTERED IN THE ROADBED AS WELL AS SANITARY SEWER TRENCHES ABOVE PIPE EMBEDEMNT. BORROW EXCAVATION SHALL BE MEASURED AND PAID FOR ON THE BASIS OF DELIVERY TICKETS SIGNED BY THE ENGINEER'S REPRESENTATION ON THE JOB. PAYMENT WILL BE PER CUBIC YARD TRUCK BED MEASURE.
16. PAYMENT FOR DRAINAGE STRUCTURES SHALL BE FOR STRUCTURES CONSTRUCTED IN ACCORDANCE WITH THE PLAN DETAILS FOR THE PIPE SIZES AND DEPTHS INDICATED IN THE PLANS. WEERHOLES AND STEPS SHALL BE PLACED AS DIRECTED BY THE PLANS OR THE ENGINEER.
17. CONTRACTOR SHALL CONTACT THE CITY OF ROBERTSDALE PUBLIC WORKS DIRECTOR AND THE BALDWIN COUNTY HIGHWAY DEPARTMENT PRIOR TO ANY CONSTRUCTION WITHIN THE RIGHT OF WAY.
18. CONCRETE SHALL CONFORM TO SECTION 901 OF THE ALDOT SPECIFICATIONS. RETAINING WALL, CL. A TYPE 1, 3000 PSI MINIMUM. HEADWALLS, MANHOLES, INLETS, ETC., CL. A TYPE 2, 3000 PSI MINIMUM. PRECAST UNITS SHALL CONFORM TO ASHTO M195.
19. ALL JURISDICTIONAL WETLANDS SHALL BE PROTECTED DURING CONSTRUCTION. SAID PROTECTION SHALL INCLUDE, BUT NOT LIMITED TO: MAINTAINING A 10' BUFFER ZONE, INSTALLATION OF SILT FENCE & HAYBALES AND DILIGENT MAINTENANCE OF BMP'S DURING CONSTRUCTION. CONTRACTOR SHALL COORDINATE ANY CONSTRUCTION NEAR WETLANDS WITH SOME CONSULTING GROUP. SAID COORDINATION SHOULD TAKE PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
20. ALL STATIONS/OFFSETS SHOWN REFERENCE THE CENTERLINE OF ROADWAY
21. LOCATION OF EXISTING UTILITIES ARE APPROXIMATE AS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS OF THE UTILITIES PRIOR TO CONSTRUCTION IN THEIR VICINITY.
22. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES IN THE AREA BEFORE BEGINNING CONSTRUCTION. SUCH NOTICE MUST BE GIVEN AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN ANY AREA.
23. WATER MAIN VALVES SHALL NOT BE LOCATED UNDER PROPOSED PAVED SURFACES AND SHALL HAVE A CONCRETE COLLAR AT GRADE AS SHOWN IN THE DETAIL.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL VALVE BOX AND MANHOLE CASTINGS TO MATCH FINAL RIGHT-OF-WAY GRADING.
25. ALL STREET NAME SIGNS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR. PLEASE REFER TO SHEET C4.1 & C4.2 FOR THE LOCATION OF ALL SIGNS.
26. THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE FOLLOWING:
 - A. STATE OF MISSISSIPPI HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
 - B. MISSISSIPPI MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS VOLUME 1, SIGNS, MARKINGS, WORK AREAS, SCHOOLS LATEST EDITION
 - C. VIDEO PERMIT, VIDEO BMP PLAN, & VIDEO INSPECTION REPORTS
 - D. STATE OF MISSISSIPPI MANUAL FOR EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES
 - E. BALDWIN COUNTY MISSISSIPPI UTILITY MANUAL
27. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TEMPORARY LOT CORNERS DURING CONSTRUCTION.
28. LOT GRADING - ALL LOTS THAT ARE TO BE FILLED SHALL BE FILLED W/ MATERIAL, SPECIFIED BY THE PROJECT ENGINEER AND COMPACTED IN 4" LIFTS TO 98% OF THE STANDARD PROCTOR DENSITY, TO WITHIN 5 FEET OF FINAL GRADE. THE FINAL 5 FEET SHALL BE COMPACTED TO AT LEAST 100%.
29. CONTRACTOR SHALL HAVE 2 CONCRETE MONUMENTS INSTALLED ON THE EXTERIOR CORNER OF THE SUBDIVISION PHASE. AT LEAST 1 OF THE CONCRETE MONUMENTS SHALL HAVE A PERMANENT BENCH MARK ESTABLISHED WITH THE ELEVATION BASE ON THE NAVD 83 DATUM. SAID CONCRETE MONUMENTS SHALL BE INSTALLED BY A PROFESSIONAL LICENSED SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF ALABAMA.
30. THE CONTRACTOR SHALL CONTACT THE HARRISON COUNTY HIGHWAY DEPARTMENT INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION AND AS REQUIRED BY THE COUNTY'S BENCHMARK INSPECTION SCHEDULE.
31. TESTING SHALL BE PER HARRISON COUNTY STANDARDS FOR THE ITEMS LOCATED WITH THE PROPOSED RIGHT OF WAY.
32. ALL SIDEWALK RAMPS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CURRENT ADA (AMERICAN DISABILITY ACT) REQUIREMENTS

SIGNAGE NOTES:

PROPER SIGNAGE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AS ADOPTED BY THE ALDOT SHALL BE INSTALLED PRIOR TO RECEIVING FINAL PLAT APPROVAL AND MAINTAINED IN ALL SUBDIVISIONS, UNTIL SUCH TIME AS ROADS ARE ACCEPTED FOR MAINTENANCE BY THE BALDWIN COUNTY COMMISSION. ALL PROPOSED SIGNAGE SHALL BE SHOWN AND DETAILED ON THE CONSTRUCTION PLANS. THE FOLLOWING MINIMUM STANDARDS SHALL BE ADHERED TO:

- 1) R1-1 STOP SIGN - DIAMOND GRADE - MINIMUM 0.080" THICK
 - A. 30" FOR ALL INTERNAL STREET INTERSECTIONS
 - B. 36" FOR ALL INTERSECTIONS WITH EXISTING COUNTY, STATE, AND FEDERAL ROADS
- 2) STREET NAME SIGNS - 9" ALUMINUM EXTRUDED BLADE, HIGH INTENSITY PRISMATIC
 - A. 6" TALL WHITE CAPITAL AND 5" LOWER CASE LETTERING ON A GREEN BACKGROUND - FOR STREETS PROPOSED TO BE MADE PUBLIC
 - B. 6" TALL WHITE CAPITAL AND 5" LOWER CASE LETTERING ON A BLUE BACKGROUND - FOR STREETS PROPOSED TO REMAIN PRIVATE
 - C. BRACKETS - VULCAN TYPE VS-B VANDAL PROOF OR APPROVED EQUIVALENT
- 3) ALL OTHER SIGNS - HIGH INTENSITY PRISMATIC OR BETTER - MINIMUM 0.080" THICK
- 4) POSTS FOR STREET SIGNS - MIN 12" LONG, 2-3/8" GALVANIZED ROUND POSTS; STREET SIGNS MUST BE MOUNTED ON A POST SEPARATE FROM THE STOP SIGN, UNLESS APPROVED BY THE COUNTY ENGINEER OR HIS/HER DESIGNEE. IN NO CASE SHALL THE STREET SIGN BE ATTACHED DIRECTLY TO THE STOP SIGN, BUT INSTEAD MUST BE ATTACHED TO THE POST OF THE STOP SIGN IF APPROVED BY THE COUNTY ENGINEER OR HIS/HER DESIGNEE. DECORATIVE SIGN POSTS MAY BE PERMITTED IF APPROVED BY THE COUNTY ENGINEER. NO DECORATIVE POSTS SHALL BE PERMITTED UNLESS THE APPLICATION IS ACCOMPANIED BY A WRITTEN STATEMENT FROM THE PROPERTY OWNERS ASSOCIATION AGREEING TO MAINTAIN SUCH DECORATIVE SIGN POSTS, AND TO REPLACE THE SAME IF DESTROYED, ANY DAMAGE OR DESTROYED DECORATIVE SIGN POSTS MAY BE REPLACED BY THE COUNTY, AND IN SUCH EVENT, THE COUNTY MAY INSTALL 2-3/8" GALVANIZED ROUND POST.
- 5) POSTS FOR ALL OTHER SIGNS - #2 GALVANIZED U-CHANNEL (MINIMUM LENGTH 12 FEET) OF APPROPRIATE HEIGHT EMBEDDED NOT LESS THAN 3' BELOW THE FINISHED GRADE ELEVATION, COMPLYING WITH MINIMUM 7' CLEARANCE BETWEEN GRADE LEVEL AND THE BOTTOM OF THE SIGN.

GRADING & DRAINAGE NOTES

1. SEE SHEET C8.0 FOR STORM DRAINAGE DATA.
2. SEE SHEET C8.0 FOR EROSION CONTROL PLAN SHEETS
3. SEE SHT. C8.0-C10.0 FOR ALL TYPICAL CONSTRUCTION DETAILS.



PROPOSED UTILITY NOTES

1. ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF GULFPORT UTILITY MANUAL REQUIREMENTS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF EXISTING UTILITIES
3. CONTRACTOR TO MAINTAIN THE FOLLOWING COVER OVER ALL WATER MAINS
 - 48" UNDER ROADWAYS
 - 36" WITHIN DITCHES
 - 30" WITHIN ROADWAY SHOULDER
4. ALL WATER MAINS SHALL BE (PRESSURE CLASS 350) C-900 FVC (BLUE PIPE) UNLESS OTHERWISE NOTED.
5. SEE SHT. C8.0 FOR WATER/STORM DRAINAGE CONFLICT DETAIL.
6. SEE SHT. C8. FOR ALL PROPOSED WATER UTILITY DETAILS.
7. ALL POTABLE WATER SERVICES SHALL UTILIZE PAIRED INSTALLATION AT ALL ROADWAY CROSSINGS UNLESS OTHERWISE SPECIFIED.
8. ALL POTABLE WATER SERVICES ARE TO BE 3/4" TYPE "K" SOFT COPPER.
9. ALL POTABLE WATER LATERALS MUST HAVE 2" CASING EXTENDING 3'-0" BEHIND THE BACK OF CURB ON BOTH SIDES OF ASPHALT ROADWAY. THE ENCASEMENT CAN BE STEEL, DUCTILE IRON OR HIGH DENSITY POLYETHYLENE PIPE
10. ALL VALVES MUST ANCHORED TO TEE'S USING ANCHOR COUPLINGS OR 2-1/2" ALL THREAD RODS.
11. SEE SHT. C10.0 FOR SANITARY SEWER DETAILS.
12. ALL FORCE MAINS SHALL BE PRESSURE CLASS 200 PVC (GREEN PIPE) UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL LINE THE MANHOLE (WH) WHERE FM TERMINATES. LINER SHALL BE SprayWall URETHANE LINER BY SprayRoad.
14. ALL PROPOSED UTILITY INSTALLATIONS WITHIN BALDWIN COUNTY RIGHT-OF-WAY SHALL REQUIRE A SEPARATE PERMIT
15. FIRE HYDRANTS AND WATER VALVES SHALL NOT BE CONSTRUCTED WITHIN LIMITS OF PROPOSED SIDEWALKS

CITY OF GULFPORT, MISSISSIPPI CONSTRUCTION

1. CONTRACTOR SHALL CONSTRUCT THE PROJECT IN ACCORDANCE WITH GULFPORT, MISSISSIPPI REQUIREMENTS, SPECIFICATIONS AND STANDARDS

EROSION CONTROL NOTES

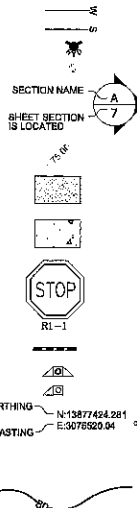
1. CONTRACTOR SHALL REFER TO THE MISSISSIPPI HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS (PROVIDED BY THE MISSISSIPPI SOIL AND WATER CONSERVATION COMMITTEE) FOR DETAILS AND MEASURES REFERRED TO IN THIS PLAN AND THE STORM WATER POLLUTION PREVENTION PLAN.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AT COMPLETION OF CONSTRUCTION.
3. EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL DEVICES IN GOOD OPERATING ORDER DURING CONSTRUCTION (AND UNTIL SITE IS STABILIZED). ONCE SITE IS STABILIZED AND PERMANENT GROUND COVER IS ESTABLISHED, CONTRACTOR SHALL REMOVE EROSION CONTROL DEVICES.
5. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, FLUMES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
6. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EROSION AND SEDIMENT CONTROL DEVICES ON-SITE DURING CONSTRUCTION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS, AS A MINIMUM STANDARD, AND SHALL REMOVE ANY SILT BEYOND THE PROPERTY RESULTING FROM CONSTRUCTION. ADDITIONAL ON-SITE PROTECTION MEASURES MAY BE REQUIRED DURING CONSTRUCTION TO PREVENT SILT FROM LEAVING THE SITE DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
7. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENTATION CONTROL IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED.
8. EROSION CONTROL DEVICES SHOWN ON PLANS ARE MINIMUM REQUIREMENTS; ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED TO PREVENT SEDIMENT FROM LEAVING THE SITE AND SHALL BE IMPLEMENTED BY THE CONTRACTOR AS NEEDED DUE TO SITE CONDITIONS.
9. CONTRACTOR SHALL MONITOR AND MAINTAIN ALL EROSION CONTROL DEVICES AFTER EACH RAINFALL OR AT LEAST TWICE A MONTH. ADDITIONALLY, CONTRACTOR SHALL INSPECT BMPs WITH AN INFORMAL DAILY WALK AROUND INSPECTION.
10. CONTRACTOR IS RESPONSIBLE FOR ITS DAMAGE CAUSED TO EXISTING IMPROVEMENTS ON SITE OR OFF SITE DUE TO THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGED EXISTING IMPROVEMENTS AT HIS EXPENSE. REPAIRS SHALL BE EQUAL TO OR BETTER THAN THE EXISTING CONDITIONS.
11. EROSION CONTROL DEVICES MAY BE SUBSTITUTED BY OTHER MEANS THAT OPERATE AT LEAST AS WELL AS ONES LISTED, AND AS APPROVED BY ENGINEER.
12. BMPs SHALL BE IMPLEMENTED AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT TO CONTROL EROSION, SEDIMENT, AND TURBIDITY. THE CONTRACTOR IS RESPONSIBLE FOR ALL INSPECTIONS, MONITORING, AND RECORD KEEPING.
13. STOCKPILES ON SITE SHALL BE ENCLOSED WITH A SEDIMENT BARRIER.
14. CONCRETE TRUCK WASH OUT SHALL BE PERFORMED IN A PIT AREA OR BERMED AREA AS PER DETAIL SHOWN ON SHEET C5.10. HARDENED CONCRETE SHALL BE REMOVED AND DISPOSED OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS AS SOON AS PRACTICABLE.
15. SEE SHEET C8.0 FOR EROSION CONTROL DETAILS
16. PRIOR TO CONDUCTING ANY LAND-DISTURBING ACTIVITIES THE CONTRACTOR SHALL CONTACT THE CITY OF GULFPORT PUBLIC WORKS DIRECTOR AND THE HARRISON COUNTY HIGHWAY DEPARTMENT A MINIMUM OF 5 DAYS PRIOR TO COMMENCEMENT OF WORK TO INFORM HIM OF THE COMMENCEMENT OF WORK FOR PROJECT.
17. ANY SLOPE OR FILL WHICH HAS BEEN GRADED, WITHIN SEVEN (7) DAYS OF THE COMPLETION OF SUCH GRADING OR COMPLETION OF ANY PHASE OF GRADING BE PLANTED OR OTHERWISE PROVIDED WITH GROUND COVER MATERIALS SUFFICIENT TO RESTRAIN EROSION.
18. THE BEST MANAGEMENT PRACTICES (BMP) SHOWN ON THIS PLAN SHALL BE IMPLEMENTED AND MAINTAINED DURING THE COURSE OF THIS WORK AND UNTIL DISTURBED AREAS ARE EITHER VEGETATED OR STABILIZED AGAINST EROSION. ADEQUATE PROTECTIVE MEASURES SHALL BE PROVIDED FOR THE CONTAINMENT OF HAZARDOUS SUBSTANCES AND ANY OTHER MATERIALS WHICH MAY POLLUTE STORM WATER RUNOFF, INCLUDING PETROLEUM PRODUCTS, LUBRICANTS AND PAINT. THE CONTRACTOR SHALL PROVIDE A COMMERCIAL DUMPSTER SERVICE FOR THE COLLECTION, REMOVAL AND DISPOSAL OF SUCH MATERIALS FROM SITE.
19. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED AS NECESSARY, MONTHLY IN DRY PERIODS AND WITHIN TWENTY-FOUR (24) HOURS AFTER ANY RAINFALL AT THE SITE OF 0.75 INCH WITHIN A TWENTY-FOUR (24) HOUR PERIOD. DURING PROLONGED RAINFALLS, DAILY CHECKS AND IF NECESSARY REPAIRING SHALL BE DONE. THE PERMITTEE SHALL MAINTAIN WRITTEN RECORDS OF SUCH CHECK AND REPAIRS, WHICH RECORDS SHALL BE SUBJECT TO THE INSPECTION OF THE OFFICIAL AT ANY REASONABLE TIME.
20. THERE SHALL BE NO DISTINCTLY VISIBLE FLOATING SCUM, OIL OR OTHER MATTER CONTAINED IN THE STORM WATER DISCHARGE. THE STORM WATER DISCHARGE MUST NOT CAUSE AN UNNATURAL COLOR OR ODOR IN THE COMMUNITY WATERS AND MUST NOT CONTRIBUTE ANY MATERIALS IN CONCENTRATIONS SUFFICIENT TO BE HAZARDOUS OR OTHERWISE DETRIMENTAL TO HUMANS, LIVESTOCK, WILDLIFE, PLANT LIFE OR FISH AND AQUATIC LIFE IN THE COMMUNITY WATERS.
21. CONTRACTOR SHALL NOTE THE REQUIREMENTS OF THE BEST MANAGEMENT PLAN (BMP) DETAILS NOTED ON THIS PLAN.
22. CONTRACTOR NEEDS TO HAVE A CLEAR DIRECTION AS TO WHAT NEEDS TO BE ACCOMPLISHED BY EROSION CONTROL PLAN AND HOW IT SHALL BE MAINTAINED TO FUNCTION AT ALL TIMES FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
23. OUTLET CONTROL METHOD: GRASS-LINED DITCH

SITE PLAN & GEOMETRIC CONTROL NOTES

1. ALL STRIPING, PAVEMENT MARKINGS & LEGENDS SHALL BE PER STRIPING NOTES ON SHEET C2.0 OF THIS SET OF CONSTRUCTION PLANS.
2. SEE SHEET C8.0-C10.0 FOR ALL CONSTRUCTION DETAILS.
3. CONTRACTOR SHALL ENSURE A SMOOTH TIE-IN TO EXISTING ASPHALT ROADWAYS.
4. UTILITIES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL DETERMINE LOCATION OF ALL UTILITIES IN PROJECT AREA, BOTH OVERHEAD AND UNDERGROUND.
5. CONTRACTOR SHALL PAY ALL APPLICABLE PERMIT FEES.
6. SEE SHEET C4.0 FOR GEOMETRIC CONTROL POINT COORDINATES AND GENERAL DIMENSIONS.
7. ALL PROPOSED UTILITY CONNECTIONS SHALL BE INSTALLED AS PER THE LOCAL UTILITY AUTHORITIES STANDARDS AND SPECIFICATIONS.
8. SEE SURVEYOR NOTES ON SITE SURVEY (BY OTHERS), FOR INFORMATION REGARDING PROPERTY BOUNDARY BEARING BASIS AND COORDINATE SYSTEM FOR LOCATED EXISTING IMPROVEMENTS AND TOPOGRAPHY

LEGEND

- | | |
|--------|--|
| WM | RIGHT-OF-WAY |
| WM | EXISTING WATER MAIN |
| WM | EXISTING WATER MAIN |
| WM | EASEMENT LINE |
| 102+00 | P&L AND STATIONING |
| BS | PROPOSED GRAVITY SANITARY SEWER MAIN |
| 3" FM | PROPOSED 3" SANITARY SEWER MAIN FORCE MAIN |



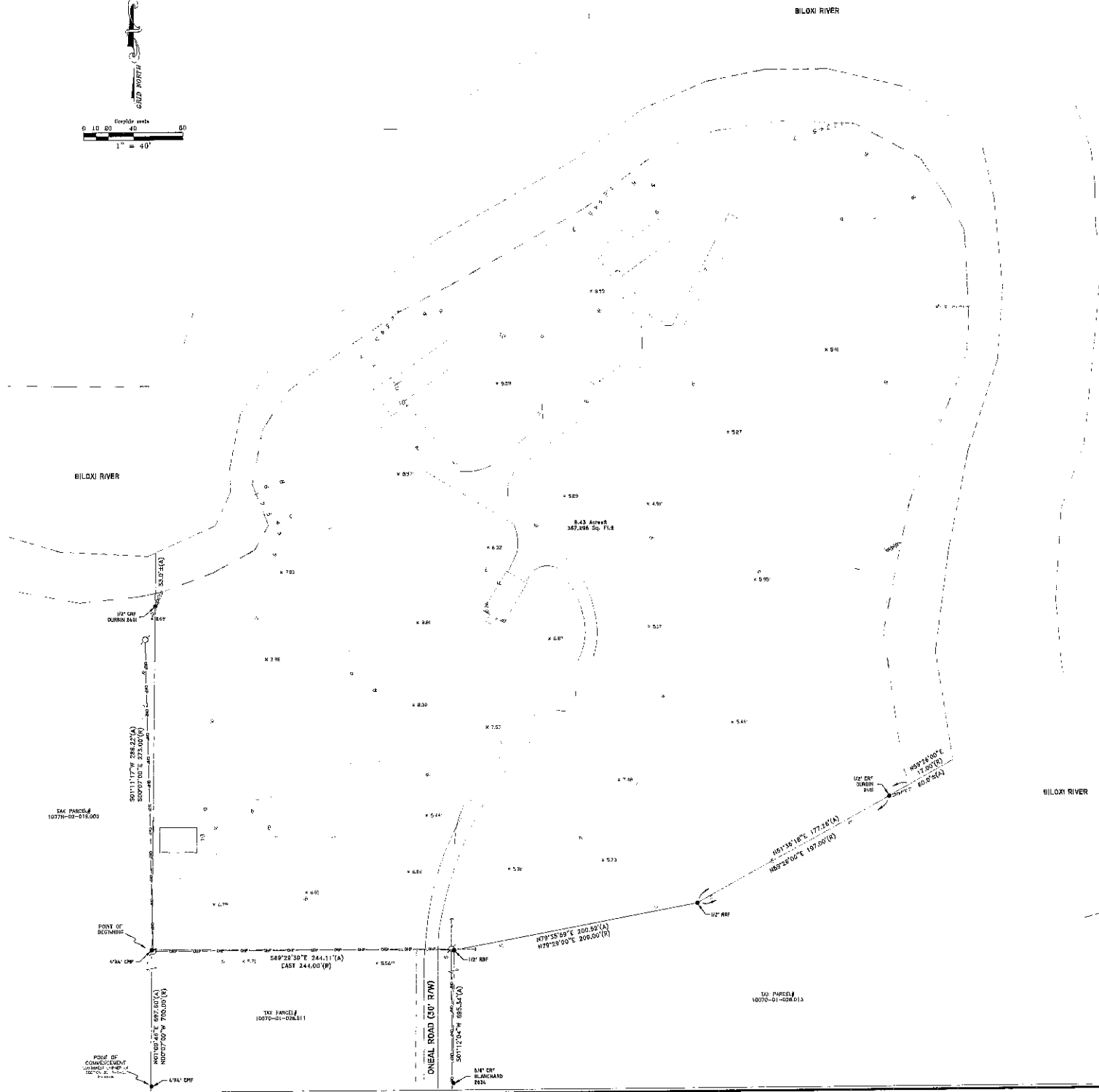
LEGEND

- | |
|---|
| PROPOSED DOMESTIC WATER SUPPLY LATERAL |
| PROPOSED SANITARY SEWER SERVICE LATERAL |
| FIRE HYDRANT ASSEMBLY |
| SANITARY SEWER MANHOLE |
| INDICATES PROPOSED SITE CROSS SECTION |
| INDICATES EXISTING GRADE SPOT ELEVATION |
| PROPOSED ASPHALT PAVEMENT |
| PROPOSED CONCRETE SIDEWALK |
| PROPOSED STOP SIGN |
| PROPOSED STORM DRAINAGE PIPE |
| PROPOSED TYPE 6-2 STORM INLET |
| PROPOSED TYPE 8-1 STORM INLET |
| INDICATES PROPOSED COORDINATES |
| INDICATES EXISTING CONTOURS |
| INDICATES PROPOSED CONTOURS |

REVISIONS	APPROVED	DATE	NO.	DATE	NO.	DATE	NO.
MICHAELA THOMAS OWNER CITY OF GULFPORT STATE OF MISSISSIPPI				778 SOUTH CREEK TRAIL HOOPER, AL 36244 PHONE: (336) 981-8874 EMAIL: DMK27@BELLNET.NET			
DESIGNED M.A.T.				CHECKED M.A.T.			
DETAILS P.B.				400721			
BLUEWATER DESIGN, LLC				PERMIT DRAWINGS			
RIVER POINTE ESTATES				GENERAL NOTES			
RIVER POINTE ESTATES, LLC				RIVER POINTE ESTATES, LLC			
PROJECT NO. C2.0				RPE-01			
10 SHEETS				10			



SURVEY LEGEND	
● - SURVEY MONUMENT	○ - 1/2" CIRCULAR YELLOW TAPE
(D) - RECORD DIMENSION	○ - 1/2" CIRCULAR YELLOW TAPE
(A) - ACTUAL DIMENSION	○ - 1/2" CIRCULAR YELLOW TAPE
--- - RIGHT-OF-WAY	--- - CHAINED TOP PIPE FOUND
--- - RAILROAD TRACKS	--- - OPEN TOP PIPE FOUND
--- - UNDERGROUND BELCON	--- - CONCRETE MONUMENT FOUND
--- - UNDERGROUND POWER	--- - EXISTING DEEP WATER
--- - EXISTING POWER LINE	--- - TELEPHONE FENCE
--- - EXISTING POWER LINE	--- - GAS LINE MARKER
--- - OVERHEAD POWER LINE	--- - SPOT ELEVATION
--- - CONCRETE	--- - SPOT ELEVATION
--- - GRAVEL	--- - SPOT ELEVATION
--- - ASPHALT	--- - SPOT ELEVATION
--- - COVERED AREA	--- - SPOT ELEVATION



SURVEYOR'S NOTES:

- UNLESS STATED OTHERWISE HEREON, THIS PLAT WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
- REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS SEALED WITH AN ORIGINAL SURVEYOR'S SEAL.
- TYPE OF SURVEY - BOUNDARY & TOPOGRAPHIC SURVEY
- ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
- FIELD WORK WAS PERFORMED 9/22/2021.
- ACREAGE AS SHOWN HEREON WAS CALCULATED TO INCLUDE THE AREA TO THE OBSERVED RIPARIAN LINE.
- THE 1" CONTOURS AND SPOT ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, ADJUSTED TO GEOID 12A, ARE REFERENCED TO THE CDDC CORP STATION "WHEELAND" AND HAVE A VERTICAL ACCURACY OF 0.5".
- TAX PARCEL NUMBERS 10070-01-028.000, 10070-01-028.008, 10070-01-028.012, & 10070-01-028.014 HAVE BEEN SURVEYED AS ONE PARCEL AS PER CLIENTS REQUEST.
- THIS IS A CLASS "C" SURVEY.

RECORD PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH (SW 1/4 OF THE SW 1/4) OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22, TOWNSHIP 6 SOUTH, RANGE 10 WEST, THENCE RUN NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 22 FOR A DISTANCE OF 700 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN EAST FOR A DISTANCE OF 244.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 79 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 200.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 39 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 187.0 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 39 DEGREES 26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 17 FEET, MORE OR LESS, TO A POINT ON THE WEST BANK OF THE BILOXI RIVER; THENCE RUN NORTHWESTERLY, NORTHEASTERLY, NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID WEST BANK OF THE BILOXI RIVER TO A POINT ON THE WEST LINE OF SECTION 22 AND WHICH IS NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST A DISTANCE OF 273.0 FEET FROM THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 273.0 FEET TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATION:

STATE OF MISSISSIPPI, COUNTY OF HARRISON, I, JAMES FRASER, JR., A LICENSED PROFESSIONAL SURVEYOR IN HARRISON COUNTY, MISSISSIPPI, HEREBY CERTIFY THAT ALL PARTS OF THE PLAT ARE CORRECTLY PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARD OF PRACTICE FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

JAMES FRASER, JR.
DATE 10/04/2021
EXPIRATION OF AUTHORIZATION - 2024
THE WOODLANDS GROUP, LLC
P.O. BOX 244, OCEAN SPRING, MS 39556
PHONE: 601-274-1425

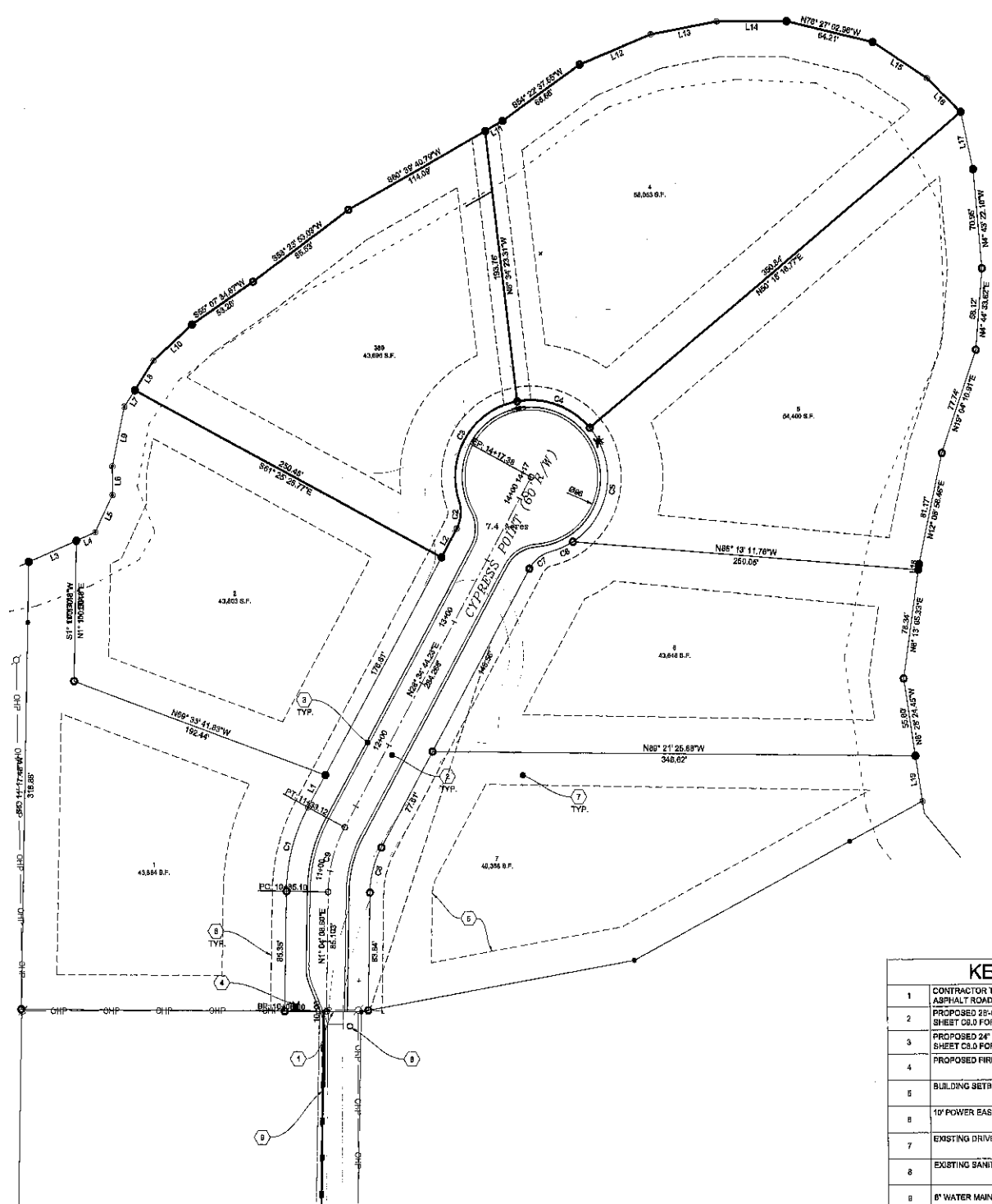
THE WOODLANDS GROUP

Surveying Solutions

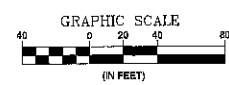
CLIENT: WHEATLANDS ENGINEERING
FIELD WORK: BY J. A. DATE: 9/22/2021
DRAWN BY: J. A. DRAWING NO.: 10070-01-028.000-3
CHECKED BY: P. SHEET 1 OF 1
SCALE: 1"=40'

BOUNDARY & TOPOGRAPHIC SURVEY
TAX PARCEL #s 10070-01-028.000, 10070-01-028.008, 10070-01-028.012, 10070-01-028.014, ONEAL ROAD, GULF PORT, HARRISON COUNTY, MISSISSIPPI
SECTION-22, TOWNSHIP-6-SOUTH, RANGE-10-WEST

DATE: 10/04/2021
RECORD DEED INSTRUMENT NO. 257-2-21

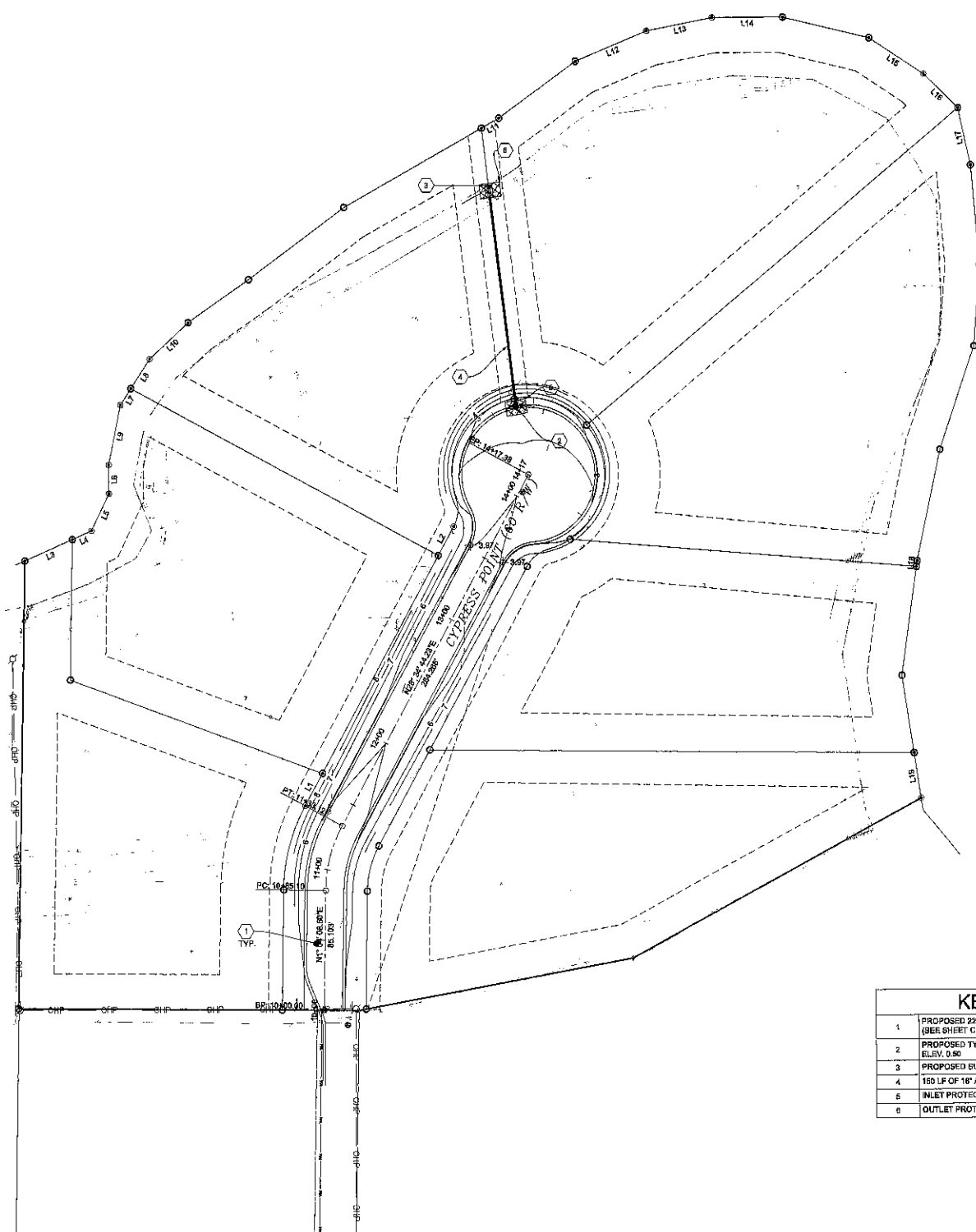


§



- NOTES:**
1. SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND
 2. SEE SHEET C7.0 THRU C9.0 FOR PLAN & PROFILE SHEETS OF PROPOSED ROADWAYS
 3. R1-1 STOP SIGN AND STREET IDENTIFICATION SIGNS SHALL BE ATTACHED TO THE SAME POLE STRUCTURE AS PER DETAIL SHOWN ON SHEET C12.0

[illegible]



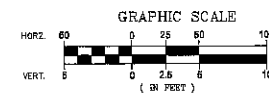
GRAPHIC SCALE

(IN FEET)

NOTES:

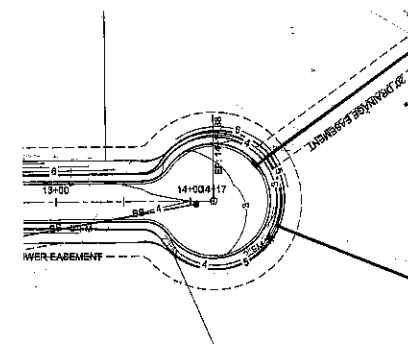
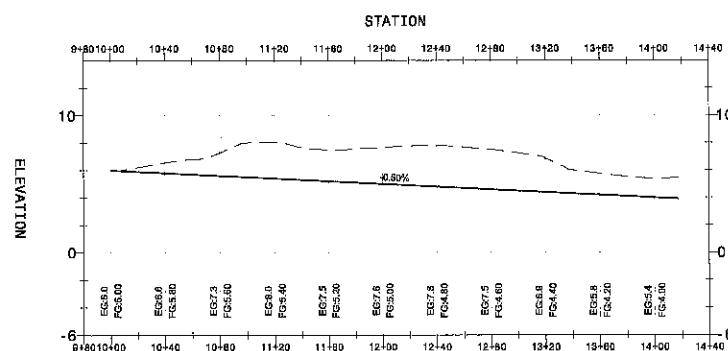
1. SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND
2. SEE SHEET C2.0 FOR ALL GRADING AND STORM DRAINAGE SPECIFIC CONSTRUCTION NOTES.
3. SEE GRADING AND DRAINAGE NOTES 4 & 5 ON SHEET C2.0 FOR SLOPED PAVED HEADWALL AND CURB INLET DETAIL INFORMATION
4. ALL CONSTRUCTION SHALL COMPLY WITH CITY BUILDING CODES AND FLOODPLAIN ORDINANCES
5. ALL CUT FROM ROADWAY CONSTRUCTION SHALL BE WASTED ON LOTS IN A MANNER TO KEEP NET FILL TO ZERO.

PROJECT NAME RIVER POINTE ESTATES		DESIGNED M.A.T.		NOTED DATE		REVISIONS	
SHEET DESCRIPTION GRADING & DRAINAGE PLAN		DETAINED P.B.		DATE			
 776 SCOUT CREEK TRAIL HOOPER, AL 36344 PHONE: (206) 381-4824 FAX: (206) 381-4824 EMAIL: INFO@BLUEWATERDESIGN.COM		DATE 4/06/2012					
CLIENT RIVER POINTE ESTATES, LLC						© 2011 BLUEWATER DESIGN, LLC MS CDA NUMBER 32352	
PROJECT NO. RPE-01		NO.		DATE			
SHEET NO. 10		OF C5.0		DATE			
SHEET DESCRIPTION PERMIT DRAWINGS							

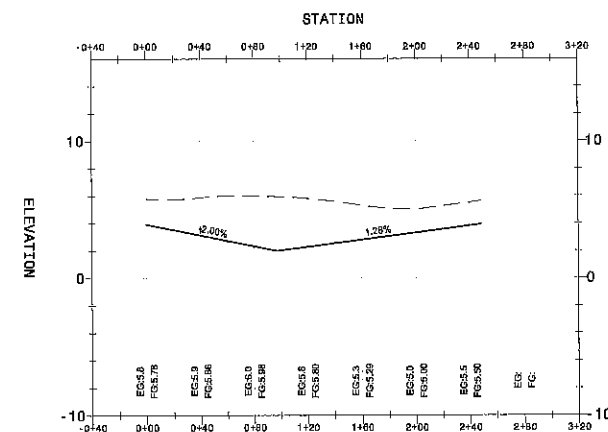


NOTES:
1. SEE SHEET C2.0 FOR ALL GENERAL CONSTRUCTION NOTES & LEGEND

PLAN & PROFILE CYPRESS POINT
STA. 10+00 TO END



PLAN & PROFILE CYPRES POINT CUL-DE-SAC



Gulfport

PROJECT NAME		RIVER POINTE ESTATES		DESIGNED		M.A.T.	
SHEET DESCRIPTION		PLAN & PROFILE CYPRESS POINT		DETAILED		P.B.	
PROJECT NO.		RPE-01		CHANGED		M.A.T.	
DATE		10		DATE		4/01/21	
 778 SUGG CREEK TRAIL HOOPER, AL 35044 PHONE: (205) 283-8824 EMAIL: BMDI@BDELLSOUTH.NET BLUEWATER DESIGN, LLC							
© 2021 BLUEWATER DESIGN, LLC MS. CDA NUMBER 22392				REVISIONS			

A SUBDIVISION OF AN AREA OF LAND LOCATED IN
SECTION 22, TWN. 6 SOUTH, RGE 10 WEST
HARRISON COUNTY, MISSISSIPPI
ZONED USE: RE, SINGLE FAMILY RESIDENCE

WE (RIVER POINTE ESTATES, LLC), AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS RIVER POINTE ESTATES SUBDIVISION), A PART OF (322, T8S, R10W), CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND THAT THE (STREETS, DRIVES, ALLEYS, ETC.) AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

[illegible]

PRELIMINARY PLAT OF
RIVER POINTE

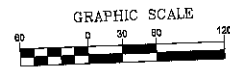
A SUBDIVISION OF AN AREA OF LAND LOCATED IN
SECTION 22, TWN. 6 SOUTH, RGE 10 WEST
HARRISON COUNTY, MISSISSIPPI
ZONED USE: RE, SINGLE FAMILY RESIDENCE

FLOOD ZONE STATEMENT:
THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION
DOES NOT LIE IN A FLOODWAY OR FLOOD PRONE AREA
AS DETERMINED BY THE FEDERAL EMERGENCY
AGENCY'S FEDERAL INSURANCE RATE MAP PANEL NO.
01003C0660, EFFECTIVE DATE 7/1/2017.

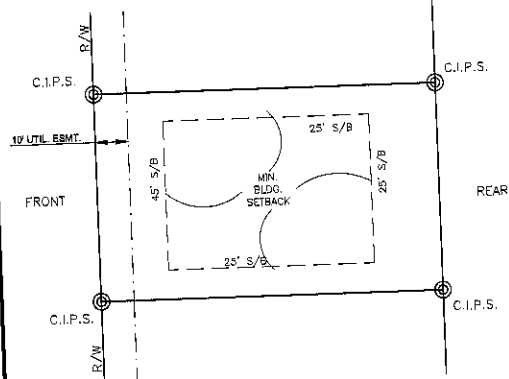
TOPOGRAPHY STATEMENT:
THE SITE'S EXISTING TOPOGRAPHY IS SHOWN AT 1 FOOT
INTERVALS AND IS BASED UPON THE NAVD 83 DATUM.

EASEMENT STATEMENT:
A 15' UTILITY / DRAINAGE EASEMENT SHALL BE PROVIDED
ALONG ALL REAR AND SIDE LOT LINES AS REQUIRED FOR
MAINTENANCE ACCESS.

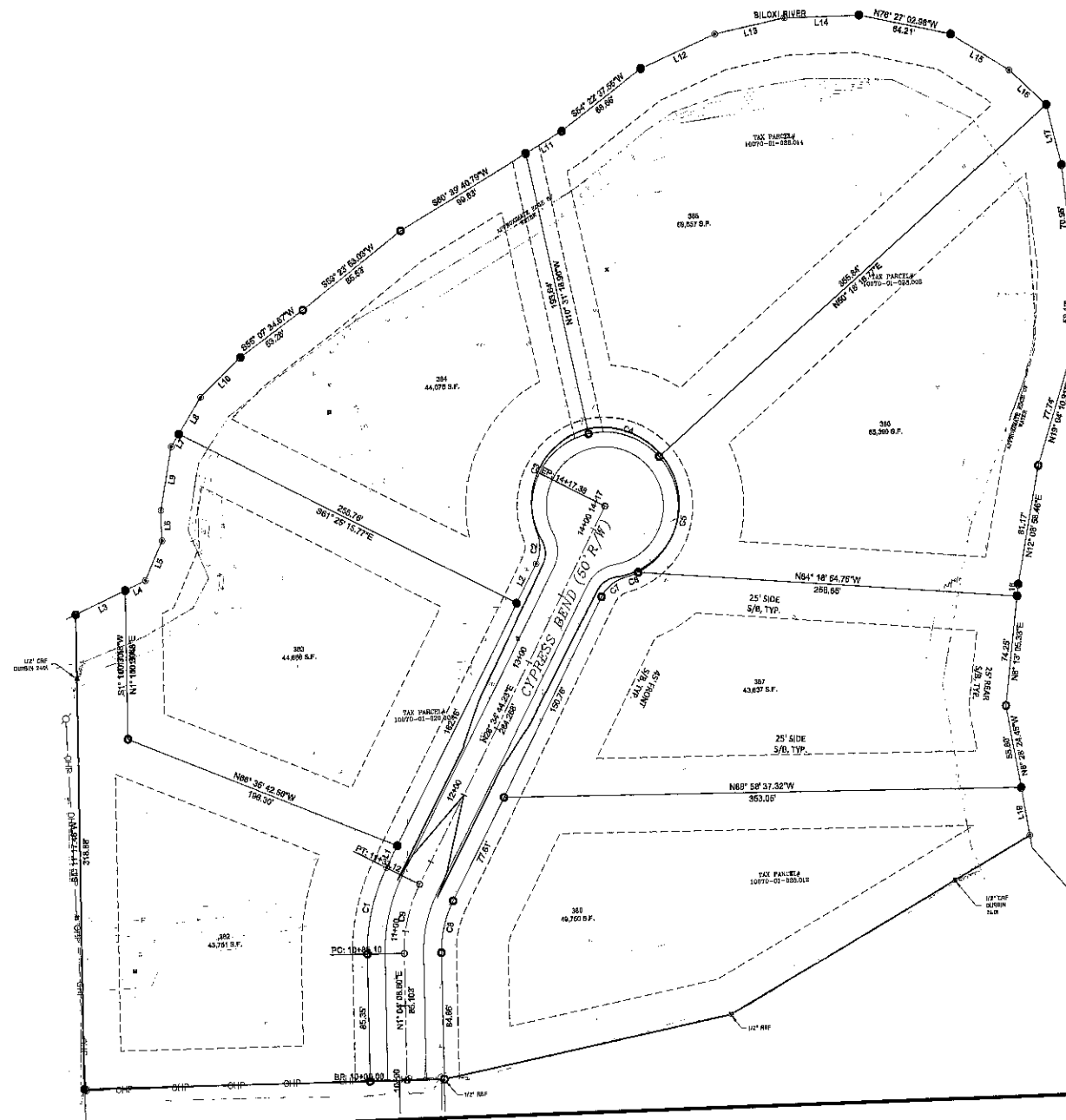
SIDEWALKS:
SIDEWALKS SHALL BE CONSTRUCTED, BY THE
HOMEOWNERS, AT THE TIME OF HOME CONSTRUCTION.
THE DEVELOPER MUST CONSTRUCT SIDEWALKS IN
FRONT OF COMMON AREAS AS WELL AS THE REQUIRED
ADA ACCESSIBLE RAMPS DURING INITIAL CONSTRUCTION.



ACCESS:
LOTS 148, 177-180 SHALL HAVE ACCESS TO
THE SUBDIVISION STREETS ONLY AND
SHALL NOT HAVE DIRECT ACCESS
TO THOMPSON ROAD OR RAYL'S ROAD.



TYP. LOT BUILDING SETBACK LAYOUT
N.T.S.



REVISIONS	
NO.	DATE
APPROVED: 	
DESIGNED: M.A.T.	DRAWN: P.B.
CHECKED: M.A.T.	DATE: 4/07/21
779 SCOUT CREEK TRAIL MOORE, AL 36244 PHONE: (205) 263-8894 EMAIL: BM0270601.500@H.NET	
BLUWATER DESIGN, LLC	
PERMIT DRAWINGS	
PROJECT NAME: RIVER POINTE ESTATES	CLIENT: RIVER POINTE ESTATES, LLC
SHEET DESCRIPTION: PRELIMINARY PLAT	
PROJECT NO. RPE-01	SHEET NO. 2 OF 2

_____[Space Above This Line For Recording Data]_____

Prepared by and Return to:
Patrick A. Sheehan
Sheehan & Ramsey, PLLC
429 Porter Avenue
Ocean Springs, MS 39564
(228) 875-0572

Grantor:
Coast Acquisitions, LLC
2112 Bienville Blvd. Ste. B1
Ocean Springs, MS 39564
(228) 365-1243

Grantee:
River Pointe Estates, LLC
2112 Bienville Blvd. Ste. B1
Ocean Springs, MS 39564
(228) 365-1243

INDEXING INSTRUCTIONS: T6S-R10W, Section 32, SW ¼ of SW ¼

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

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100's (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **COAST ACQUISITIONS, LLC a Mississippi limited liability company (Grantor)**, does hereby sell, convey, bargain and warrant to **RIVER POINTE ESTATES, LLC a Mississippi limited liability company (Grantee)** the following described real property situated and located in Harrison County, First Judicial District, Mississippi, more particularly and certainly described as follows:

A parcel of land situated and being located in the Southwest One-Fourth of the Southwest One-Fourth (SW ¼ of the SW ¼) of Section 32, Township 6 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commence at the Southwest corner of said Section 32, Township 6 South, Range 10 West, thence run North 00 degrees 07 minutes 00 seconds West along the West line of said Section 32 for a distance of 700 feet to a concrete monument and the Point of Beginning of the parcel herein described; thence run East for a distance of 244.0 feet to an iron pipe; thence run North 79 degrees 29 minutes 00 seconds East for a distance of 200.0 feet to an iron pipe; thence run North 59 degrees 26 minutes 00 seconds East for a distance of 197.0 feet to an iron pipe; thence continue North 59 degrees 26 minutes 00 seconds East for a distance of 17 feet, more or less, to a point on the West Bank of the Biloxi River; thence run Northwesterly, Northeasterly, Northwesterly and Southwesterly along said West Bank of the Biloxi River to a point on the West line of Section 32, and which is North 00 degrees 07 minutes 00 seconds West a distance of 273.0 feet from the Point of Beginning, thence run South 00 degrees 07 minutes 00 seconds East for a distance of 273.0 feet to the Point of Beginning

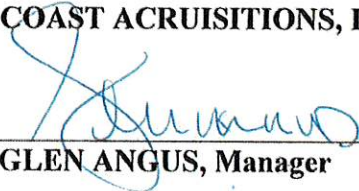
Grantee assumes taxes for the current year.

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

WITNESS this my signature this the ^{17th} 9th day of August, 2021.

COAST ACQUISITIONS, LLC

BY:


GLEN ANGUS, Manager

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of August, 2021, within my jurisdiction, the within named **GLEN ANGUS**, who acknowledged to me that he is the Manager of Coast Acquisitions, LLC, a Mississippi limited liability company, and that for and on behalf of said company as manager, and as the act and deed of said company as manager of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company so to do, this the 9th day of August, 2021.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of August, A.D., 2021.

Dona R. Langlais
Notary Public

11/27/22
My Commission Expires:





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

River Pointe Estates LLC

Name Type

Legal

Business Information

Business Type:

Limited Liability Company

Business ID:

1294183

Status:

Good Standing

Effective Date:

07/15/2021

State of Incorporation:

Mississippi

Principal Office Address:

2112 Bienville Blvd, Ste B1, 2112 Bienville Blvd, Ste B1
Ocean Springs, MS 39564

Registered Agent

Name

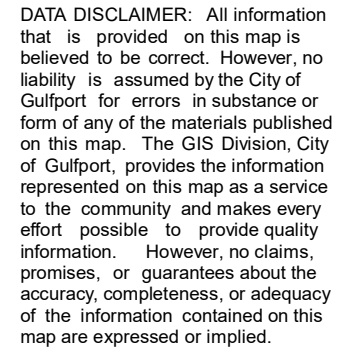
Glen Allison Angus
2112 Bienville Blvd., Ste. B1
Ocean Springs, MS 39564

Officers & Directors

Name**Title**

Glen Allison Angus
2112 Bienville Blvd., Ste. B1
Ocean Springs, MS 39564

Manager



Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			RIVER POINTE ESTATES LLC (OWNERS)	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
			Adjacent Property Owners(2305PC049)				
N	97201	1007O-01-028.012	RIVER POINTE ESTATES LLC	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
N	96299	1007O-01-028.008	RIVER POINTE ESTATES LLC	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
	97202	1007O-01-028.013	CALCOTE JAMES	1706 MCGILL AVE	MOBILE	AL	36604
	105631	1007O-01-028.015	SEYMER JOSEPH URA III	15350 ADDY COVE	BILOXI	MS	39532
	55512	1007N-02-019.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	90931	1007O-01-028.006	VINCENT J D JR	P.O. BOX 271	GULFPORT	MS	39502
	81318	1007O-01-028.003	FARVE JAMES	24236 MCHENRY RD	SAUCIER	MS	39574
	81317	1007O-01-028.004	GREENFIELD JEREMY A	10571 ONEAL RD	GULFPORT	MS	39503
	97257	1007O-01-028.011	2706 6TH AVE LLC	3225 MCLEOD DR, STE 100	LAS VEGAS	NV	89121
	81315	1007O-01-028.007	RAY KELLY & WENDY	3 BAYOU PL	GULFPORT	MS	39503
	82599	1007O-01-028.005	SEYMER JOSEPH URA III	15350 ADDY COVE	BILOXI	MS	39532
	81313	1007O-01-012.000	RAY KELLY & WENDY	3 BAYOU PL	GULFPORT	MS	39503
N	102044	1007O-01-028.014	RIVER POINTE ESTATES LLC	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
	81320	1007O-01-028.002	MORTON KENDELL E & SHERRY L	BRADLEY DARYLE E & JULIE	SAUCIER	MS	39574
N	55589	1007O-01-028.000	RIVER POINTE ESTATES LLC	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
	81322	1007O-01-028.001	CALCOTE JAMES	1706 MCGILL AVE	MOBILE	AL	36604
	55500	1007N-01-031.000	SUNNYSIDE PROPERTIES LLC	16214 HWY 49	GULFPORT	MS	39503
	55486	1007N-01-028.000	OSTAVITZ BRIAN D ETAL	19330 PALMER CREEK DR	SAUCIER	MS	39574
	55491	1007N-01-037.000	MILLER RHONDA L	11003 WOOLMARKET LAKE RD	BILOXI	MS	39532
	55492	1007N-01-036.000	GORENFLO KATHY & KENDRICK KATHLEEN	4507 CHAMBERLAIN AVE	GULFPORT	MS	39507
	55490	1007N-01-035.000	MARIE GEORGE ANDREW SR & KELLY M	11033 WOOLMARKET LAKES RD	BILOXI	MS	39532
	55511	1007N-01-034.000	MARIE GEORGE ANDREW SR & KELLY M	11033 WOOLMARKET LAKES RD	BILOXI	MS	39532
	55506	1007N-01-032.000	SUNNYSIDE PROPERTIES LLC	16214 HWY 49	GULFPORT	MS	39503
	55476	1007N-01-030.000	HERRINGTON IRA S	10356 SHORECREST RD	BILOXI	MS	39532
	55487	1007N-01-029.000	WEIMER ROBERT THEODORE III	1962 CLEARVIEW DRIVE	BILOXI	MS	39532
	55572	1007O-01-043.000	MOZINGO PROPERTIES LLC	549 E PASS RD	GULFPORT	MS	39507
	55573	1007O-01-044.000	MOZINGO PROPERTIES LLC	549 E PASS RD	GULFPORT	MS	39507
	109546	1007O-01-045.004	MCLEAN JANICE L	13231 SNUG HARBOR RD	BILOXI	MS	39532
	55568	1007O-01-040.000	TYSON ROBERT C JR & PRICE HAROLD P	10597 WOOLMARKET LAKE RD	BILOXI	MS	39532
	106228	1007O-01-029.001	BALL LINA	9318 OLD LORRAINE ROAD	GULFPORT	MS	39503
N	55576	1007O-01-030.000	BANGS KENNETH L	13135 SNUG HARBOR ROAD	BILOXI	MS	39532
	55575	1007O-01-030.001	BANGS KENNETH L	13135 SNUG HARBOR RD	BILOXI	MS	39532
	55564	1007O-01-041.000	OSTAVITZ BRIAN & STACY	10603 WOOLMARKET LAKE ROAD	BILOXI	MS	39532
	90933	1007O-01-032.000	PIERCE A JAY & ANNE F	924 BRIDGE ST	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55587	1007O-01-034.000	DUNN JAMIE R & ERICK WARREN	13169 SNUG HARBOR RD	BILOXI	MS	39532
	55584	1007O-01-036.000	ULRICH WAYNE J SR	20541 JOHNSON RD	LONG BEACH	MS	39560
	55569	1007O-01-043.001	STEPHENS JOHNNETTE DEES -EST-	1004 W CENTRAL AVE	WIGGINS	MS	39577
	55567	1007O-01-037.000	HUDSON KENNETH L & KATHLEEN M	22189 SAUCIER LIZANA RD	SAUCIER	MS	39574
	55570	1007O-01-038.000	GORE MYRNA JOY	13215 SNUG HARBOR RD	BILOXI	MS	39532
	55574	1007O-01-039.000	ORSAK JAMES L & DEBORAH ANN	16527 SARGENT RD SW	ROCHESTER	WA	8579
	55571	1007O-01-042.000	STEPHENS JOHNETTE DEES -EST-	1004 CENTRAL AVE WEST	WIGGINS	MS	39577
N	55565	1007O-01-031.000	BANGS KENNETH L	13135 SNUG HARBOR ROAD	BILOXI	MS	39532
	109547	1007O-01-045.005	FERGUSON BETTY L	1720 32ND AVE	GULFPORT	MS	39501
	55585	1007O-01-033.000	BRYCE PATRICIA W -TRUSTEE-	13161 SNUG HARBOR RD	BILOXI	MS	39532
	55507	1007N-01-038.000	RAYMOND AARON M	P O BOX 6414	D'IBERVILLE	MS	39540
	55583	1007O-01-035.000	LEE MICHAEL W	13179 SNUG HARBOR ROAD	BILOXI	MS	39532

RE: General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 Oneal Road, Zoned R-E (Residential Estates), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

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Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

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Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

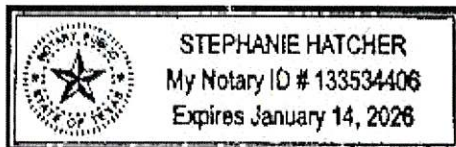
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
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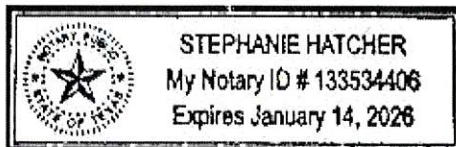
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

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Notary Public

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Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Special Exception 2305SE050:

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2305SE050

Hearing Date:	Zoning Board	May 18, 2023
	Planning Commission	May 25, 2023

Current Zoning/Use: B-4 / Commercial Structure

Legal: Special Exception

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 12259 HWY 49. Hours of operation will be Monday thru Friday from 6:00 a.m. to 6:00 p.m. As proposed, the site plan accommodates ample off-street turn-around space. In addition, there are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking.

EXECUTIVE SUMMARY

There are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking. The use would be in harmony with the existing neighborhood due to there is currently a real estate academy, pediatric care clinic, and other businesses within the same complex. Based on the site & surrounding area this use would be valuable to the existing neighborhood and meet the minimum requirements for the site.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Facility to meet requirements of State of Mississippi "Uniform Fire Safety for childcare." Fire Alarm w/ smoke detection throughout (All Childcare Rooms). Fire Sprinkler -- Group I occupancy requires sprinkler except I-4 daycare facilities (1-story) where every room providing care has an exterior door.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 05/05/2023.

Public Works: No conditions. Memo dated 05/01/2023.

Traffic and Safety: No conditions. Memo dated 05/05/2023.

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 05/01/2023.

Technical Report
SPECIAL EXCEPTION

GIS: No comment. Memo dated 05/05/2023.

Police Department: No conditions. Memo dated 05/01/2023.

Fire Department: Facility to meet requirements of State of Mississippi "Uniform Fire Safety for childcare." Fire Alarm w/ smoke detection throughout (All Childcare Rooms). Fire Sprinkler – Group I occupancy requires sprinkler except I-4 daycare facilities (1-story) where every room providing care has an exterior door. Memo dated 05/01/2023.

City Arborist: No conditions. Memo dated 05/01/2023.

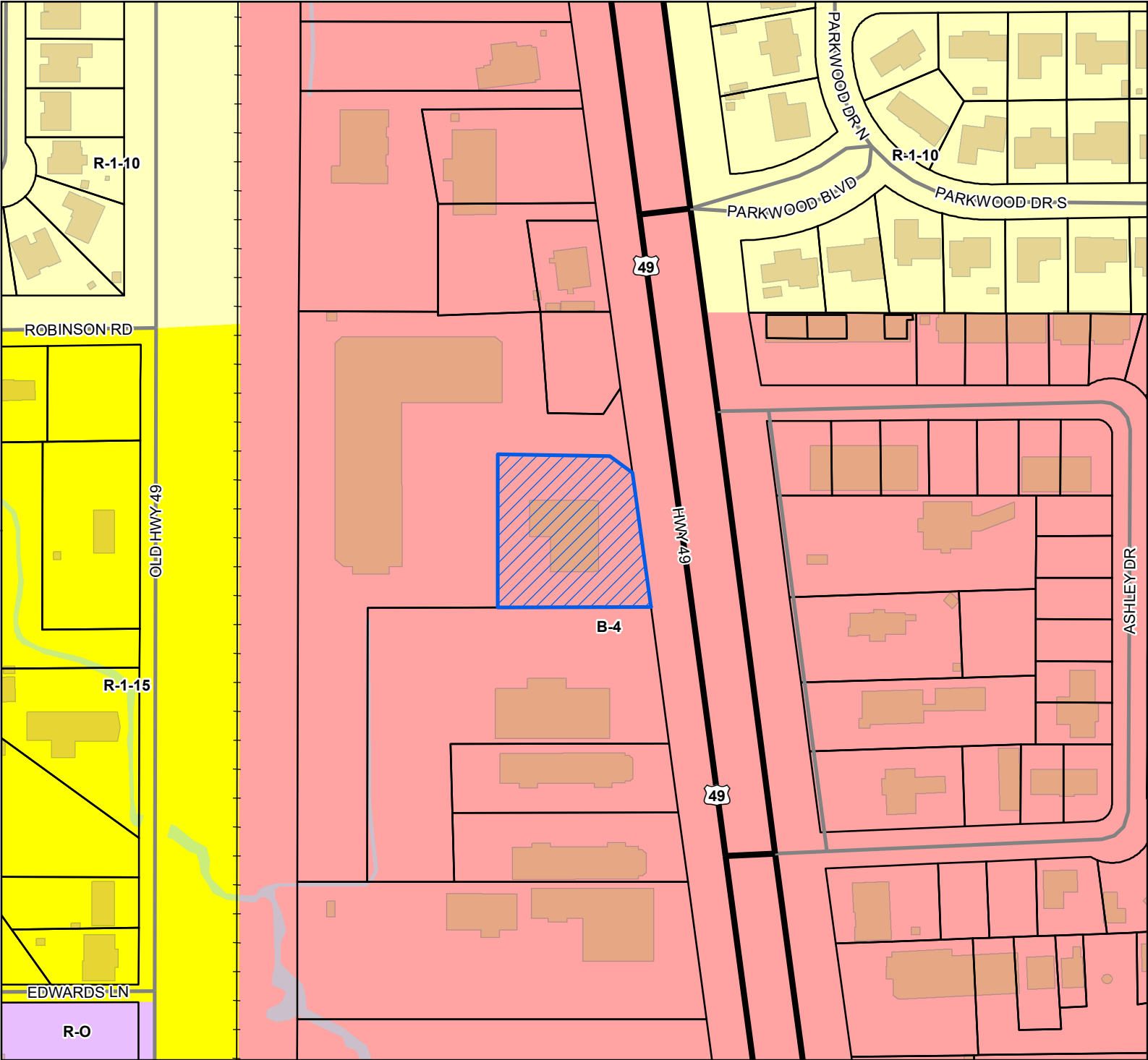
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





Site

US or State Highway

Street

Railroad

Parcels

Buildings

Water Features

Zoning

B-4 - Highway Business District

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

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

R-O - Residence-Office

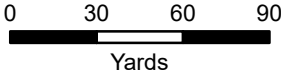
Site Information

0808E-04-001.001

Zoning: B-4 (Highway Business)

Size: 1.02 acres

Flood: X



1 inch = 200 feet



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



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

Case Number

2305 SE 050

Zoning Board of Adjustments and Appeals Application

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS

(A separate submission form is required for each request):

☐	Appeal of Planning Administrator
☐	Excessive Height
☐	Fence Variance
☒	Special Exception
☐	Variance

Tax Parcel Numbers

0	8	0	8	E	-	0	4	-	0	0	1	.	0	0	1															
					-							.																		
					-							.																		

Property Address: 12259 Hwy 49 Gulfport, MS 39503 (Suite 4)
 Lot(s) _____, Block(s) _____, Subdivision _____

General Description of Request: Child Care Center

OWNERSHIP AND CERTIFICATION

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

OWNER

Mamie Street Properties, LLC
Richard Marshall

Printed Name of Owner

16 Rivers Bend Drive

Mailing Address

Gulfport MS 39507

City

State

Zip code

228-596-4855

Home Phone

Work/Cell Phone

Rmars23@gmail.com

Email

Richard Marshall

Signature of Owner

AGENT

Twila Terrance Johnson

Printed Name of Agent

15895 Walker Farm Lane

Mailing Address

Gulfport MS 39503

City

State

Zip code

(228) 731-7333 (228) 731-4332

Home Phone

Work/Cell Phone

Twila.m.Jackson81@yahoo.com

Email

Twila Johnson

Signature of Agent

Addressing the zoning Board Requirements!!

Special Exception for Day Care Usage

Hours of operation 6:30am ~~6:00pm~~

1. There is already existing Entrance & exit Driveways on site, with a side walk in front of the Building.
2. Parking spaces for clients are existing on site.
3. There is existing Dumpsters Located in the rear of the Property.
4. Utilities are already located in the unit.
5. The Special Exception with harmony, with general Purpose of intent. Being that there is a children's Clinic in Place.

1. There is already existing Entrance & exit
driveways on site. with sidewalk in front of the
Building

2. utilities are already provided.

3. I'm not asking for anything that's
already available to the site.

4. There is already A Parking Lot In
Place with the entrance and exit points.

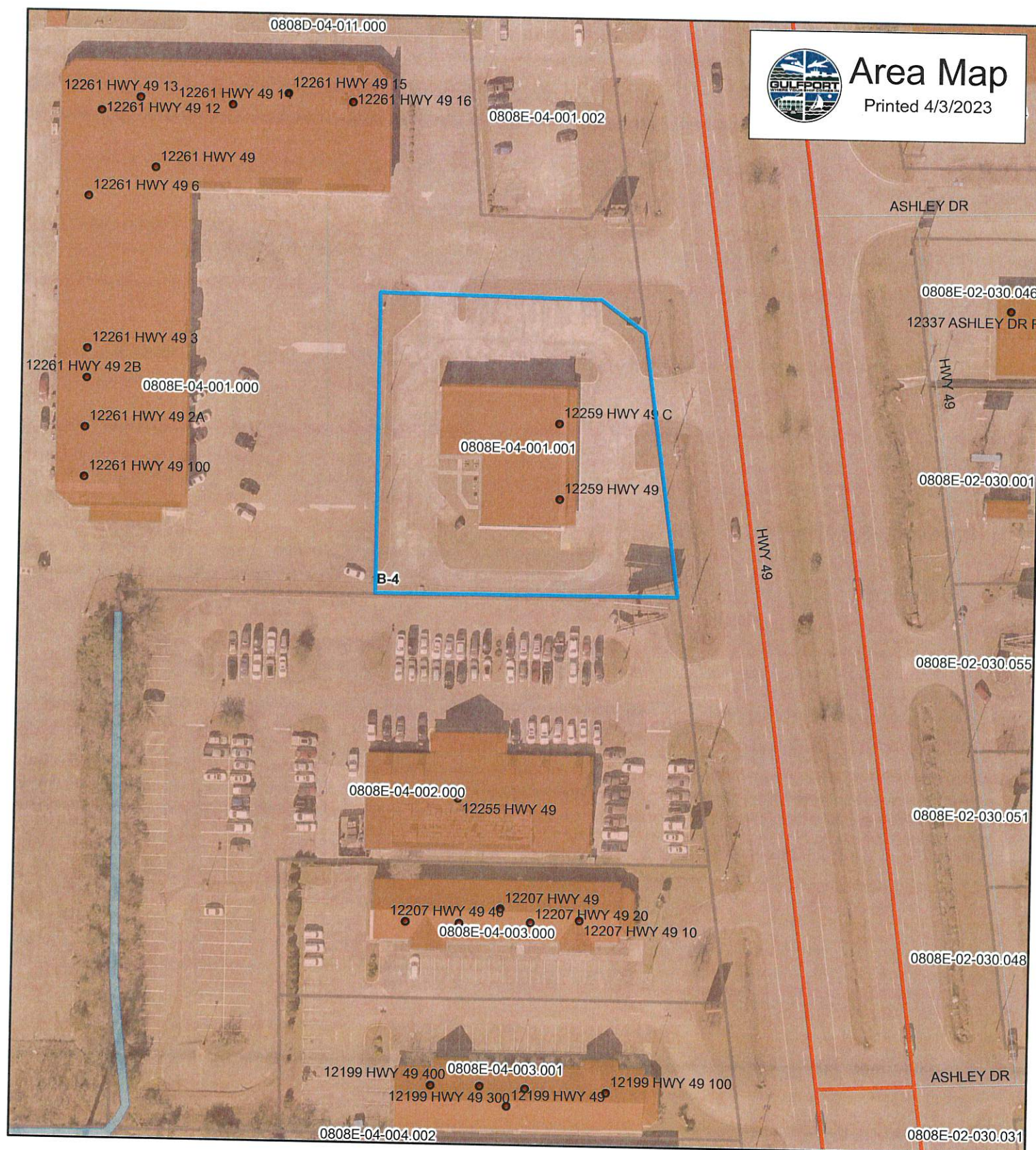
I am requesting a special
exception for a childcare use.

The hours of operation will be
Monday thru Friday 6:00am-
6:00pm

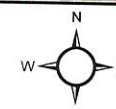
4-12-23

J. Johnson

A stylized handwritten signature, possibly reading 'KJ', with a long horizontal stroke extending to the right.



- Addresspoints
- Principal Arterial
- Minor/Residential
- WaterFeatures
- Parcels



1 inch = 92 feet

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Designation of Agent

I, Richard Marshall
Mamie Street Properties LLC being property owner of 12259 Hwy 49, Gpt. MS 39503
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Twila Marie Johnson to act as my
Eldesta Williams 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

4/12/2023

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 12 day of April, 2023

Notary Public





Covenant Affidavit

I, Mamie Street Properties, LLC
Richard Marshall, being owner or agent of the property 12259 Hwy 49, Gulfport
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.

Richard Marshall

4/3/23

Signature

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of April, 2023

Maxwell Peck

Notary Public



May 30, 2024

Commission Expiration

**Covenant Affidavit**

I, Twila m Johnson, being owner or agent of the property 12259 Hwy 49 GPT MS
PRINT NAME PRIMARY ADDRESS OR PARCEL 39503

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

Twila m Johnson
Signature

4-3-2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3 day of April, 2023

Karen Parker

Notary Public



Commission Expiration



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Mamie Street Properties LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	982541
Status:	Good Standing
Effective Date:	04/28/2011
State of Incorporation:	Mississippi
Principal Office Address:	16 Rivers Bend Drive, 16 Rivers Bend Drive Gulfport, MS 39507

Registered Agent

Name
Marshall, Richard 17 Rivers Bend Dr Gulfport, MS 39507

Officers & Directors

Name	Title
Elizabeth Marshall 16 Rivers Bend Dr Gulfport, MS 39507	Member
Richard V Marshall 16 Rivers Bend Drive Gulfport, MS 39507	President

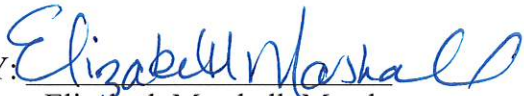
CERTIFIED RESOLUTION OF
MAMIE STREET PROPERTIES, LLC

The undersigned, being the President of MAMIE STREET PROPERTIES, LLC (a Mississippi Corporation) hereby certifies that the following is a true extract of a resolution duly adopted at a legally convened meeting of the members of Mamie Street Properties, LLC on the 27th day of April, 2023.

BE IT RESOLVED that **Richard Marshall**, as President and **Elizabeth Marshall**, as Member of Mamie Street Properties, LLC, are hereby authorized and directed to execute any and all documents necessary for property at 12259 Hwy 49, Gulfport, MS 39503 or Parcel ID# 0808E-04-001.001.

SO CERTIFIED this the 27th day of April, 2023.

Mamie Street Properties, LLC
BY: 
Richard Marshall, President

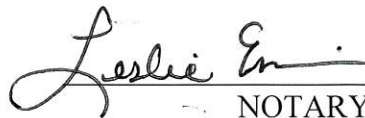
BY: 
Elizabeth Marshall, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named **Richard Marshall and Elizabeth Marshall** who acknowledged that he signed and delivered the foregoing on the day and year therein mentioned.

GIVEN under my hand and official seal this the 27th day of April, 2023.

(S E A L)


NOTARY PUBLIC



My Commission Expires:



1st Judicial District
Instrument 2011 4434 D -J1
Filed/Recorded 7/11/2011 11:05 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by:

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

Return to:

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

Indexing information:

Located in the NW 1/4 of the SW 1/4 of Section 4, Township 7 South, Range 11 West

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

WARRANTY DEED

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

**TACO SOUTH, LLC,
a Mississippi Limited Liability Company
Post Office Box 3226
Gulfport, MS 39505
(228)832-8302**

does hereby sell, convey and warrant unto,

**MAMIE STREET PROPERTIES, LLC
a Mississippi Limited Liability Company
17 Rivers Bend Drive
Gulfport, MS 39507
(228)596-4855**

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

A parcel of land situated and being located in the NW 1/4 of the SW 1/4 of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows

Commence at an old iron pipe located at the northwest corner of the NW 1/4 of the SW 1/4 of Section 4; thence South 89 degrees 54 minutes 56 seconds East 22.07 feet along the north line of said NW 1/4 of the SW 1/4, to the intersection with the east right-of-way of Midsouth Rail Corp. (formerly Gulf & Ship Island Railroad) thence

continue South 89 degrees 54 minutes 56 seconds East 445.00 feet along said north line of the NW 1/4 of the SW 1/4, to the intersection with the west right-of-way of U.S. Highway 49; thence South 07 degrees 22 minutes 00 seconds East 232.15 feet along said west right-of-way of U.S. Highway 49, to the POINT OF BEGINNING; thence continue along said West right of Way South 07 degrees 22 minutes 00 seconds East a distance of 198.65 feet; thence North 89 degrees 54 minutes 56 seconds West 220.38 feet; thence North 00 degrees 05 minutes 04 seconds East a distance of 220.28 feet; thence South 89 degrees 54 minutes 56 seconds East a distance of 161.25 feet; thence South 54 degrees 58 minutes 29 seconds East a distance of 40.70 feet to the POINT OF BEGINNING. Said parcel of land contains 1.03 acres more or less.

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

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

EXECUTED, this the 16th day of July, 2011.

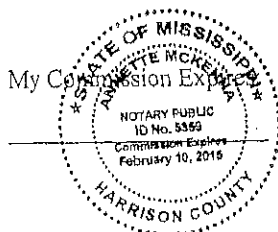
Taco South, LLC
A Mississippi Limited Liability Company

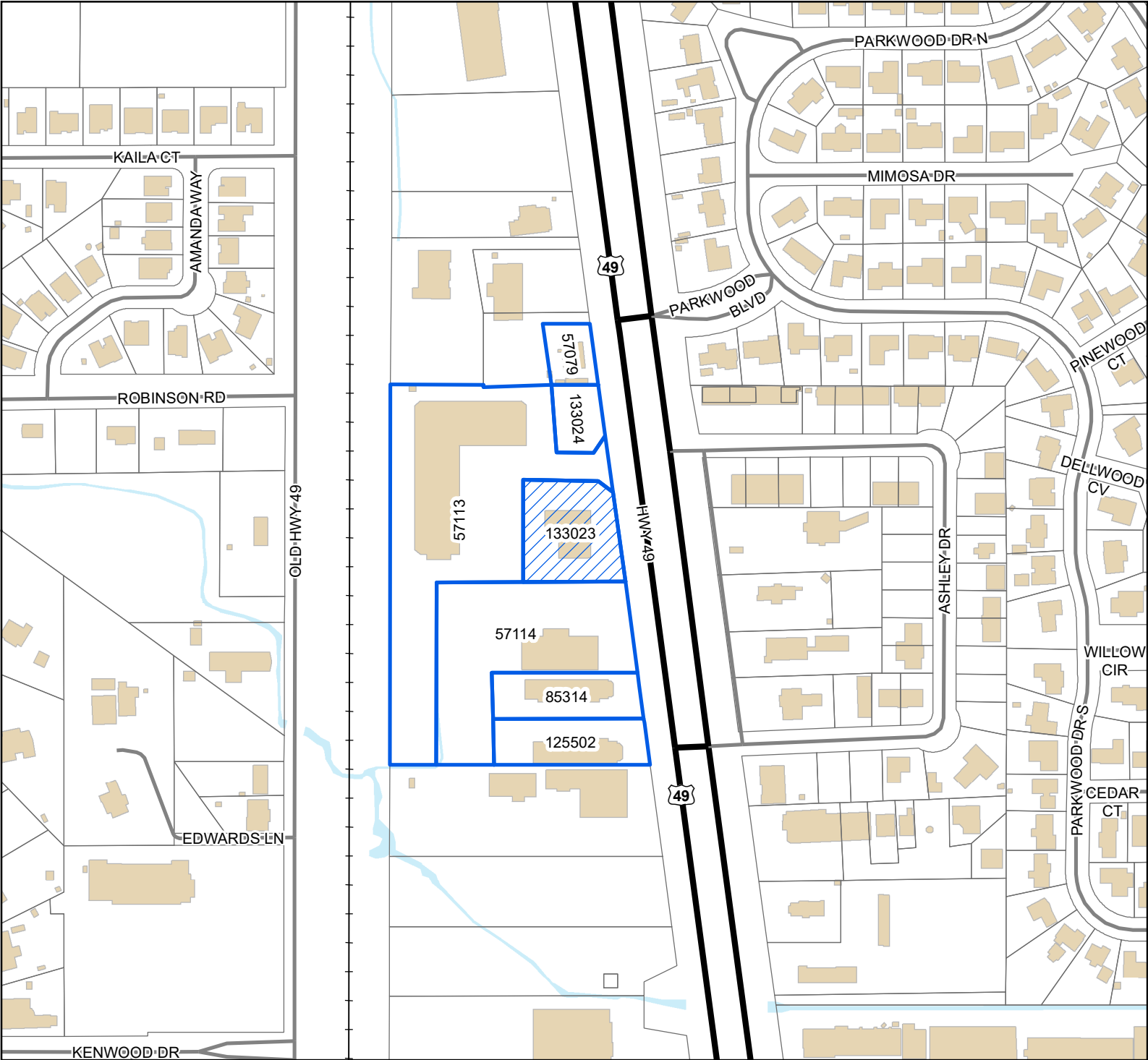
BY _____
Dave Gordon, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 16th day of July, 2011, within my jurisdiction, the within named, DAVE GORDON, who acknowledged that he is the Manager of TACO SOUTH, LLC, a Mississippi Limited Liability Company, and acknowledged that for and on behalf of the said company and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

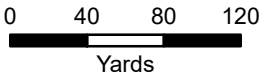
Quetta McKee
Notary Public





Legend

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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MAMIE STREET PROPERTIES LLC(OWNER)	16 RIVERS BEND DRIVE	GULFPORT	MS	39507
			TWILA & TERRANCE JOHNSON(AGENT)	15895 WALKER FARM LANE	GULFPORT	MS	39503
			Adjacent Property Owners(2305SE050)				
	57114	0808E-04-002.000	STORE MASTER FUNDING II LLC	8501 E PRINCESS DR STE 1910	SCOTTSDALE	AZ	85255
N	133023	0808E-04-001.001	MAMIE STREET PROPERTIES LLC	16 RIVERS BEND DRIVE	GULFPORT	MS	39507
	125502	0808E-04-003.001	E&B ENTERPRISES LLC	12207 HWY 49	GULFPORT	MS	39503
	85314	0808E-04-003.000	CRB HOLDINGS LLC	12199 HIGHWAY 49	GULFPORT	MS	39503
	133024	0808E-04-001.002	TACO SOMBRERO INC	12275 HIGHWAY 49	GULFPORT	MS	39503
	57113	0808E-04-001.000	TACO SOUTH LLC	P O BOX 3226	GULFPORT	MS	39505

RE: Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

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Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

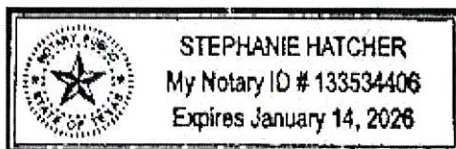
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

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IPL0121599
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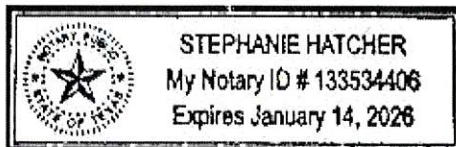
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

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Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: General Plan 2305PC051:

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in B-2 zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Technical Report
General Plan
(Southern Breeze Estates Phase 2)

GENERAL INFORMATION

Case File Number: 2305PC051

Hearing Date: May 25, 2023

Current Zoning/Use: B-2 & R-1-5 / Vacant Property

Legal: General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 6-lot townhouse subdivision, named Southern Breeze Estates Phase 2 and (1) single- family residential lot containing 32, 689 square feet located on tax parcel 0808O-02-017.000 zoned B-2 (General Business) and R-1-5 (Single-family)

Regulations state that the minimum property size for new single - family home in an R-1-5 zoning district is 5,000 square feet with a front yard setback of 15 feet and a side setback of 6 feet and rear yard setback of 8- feet. Townhomes will have a front setback of 10 feet as required by city ordinance. The townhomes will be constructed within the B-2 (General Business) zoning district and the single –family residence will be built within the R-1-5 (Single-family) zoning district. Please note that a townhome use in a B-2 zoning district requires Planning Commission Approval.

In review of the site plan provided by the applicant, the applicant must provide or label proposed sidewalks on site plan and provide length and width of roadway. The ordinance states that a maximum length of row townhouses shall not exceed two hundred twenty-five feet. Street access created for a straight-of-way that is connected to existing roadways and provides an ingress and egress off Dedeaux Road. The proposed parcels are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant have submitted a copy of the covenants.

EXECUTIVE SUMMARY:

In review of the General Plan submitted by the applicant, the plans meet the requirements set forth by the City of Gulfport Ordinance. However, the applicant shall provide or label proposed sidewalks on site plan and provide length and width of roadway. The ordinance states that a maximum length of row townhouses shall not exceed two hundred twenty-five feet. The length and width of the roadway is needed to determine if the applicant meet this requirement. Information must be provided in Final Plat submission.

Technical Report
General Plan
(Southern Breeze Estates Phase 2)

Any approval should consider these conditions:

1. The applicant shall provide or label proposed sidewalks on site plan and provide length and width of roadway with submission of Final Plat for approval.
2. All construction shall comply with all City Building Codes and Ordinances.
3. Protect and preserve all protected trees. Tree protection required per city ordinance throughout the project

DEPARTMENTAL CONDITIONS

Engineering: Provide complete construction plans for permitting. Memo dated 05/15/23.

Public Works: See engineering notes. Memo dated 05/15/23.

Traffic and Safety: No conditions. Memo dated 05/15/23.

Building Code Services: All construction shall comply with all City Building Codes and Ordinances. Memo dated 05/10/23.

GIS: No conditions. Memo date 05/12/23.

Police Department: No Comments as of 05/16/23.

Fire Department: No conditions. Memo dated 05/10/23.

City Arborist: Protect and preserve all protected trees. Tree protection required per city ordinance throughout the project. Memo dated 05/04/23.

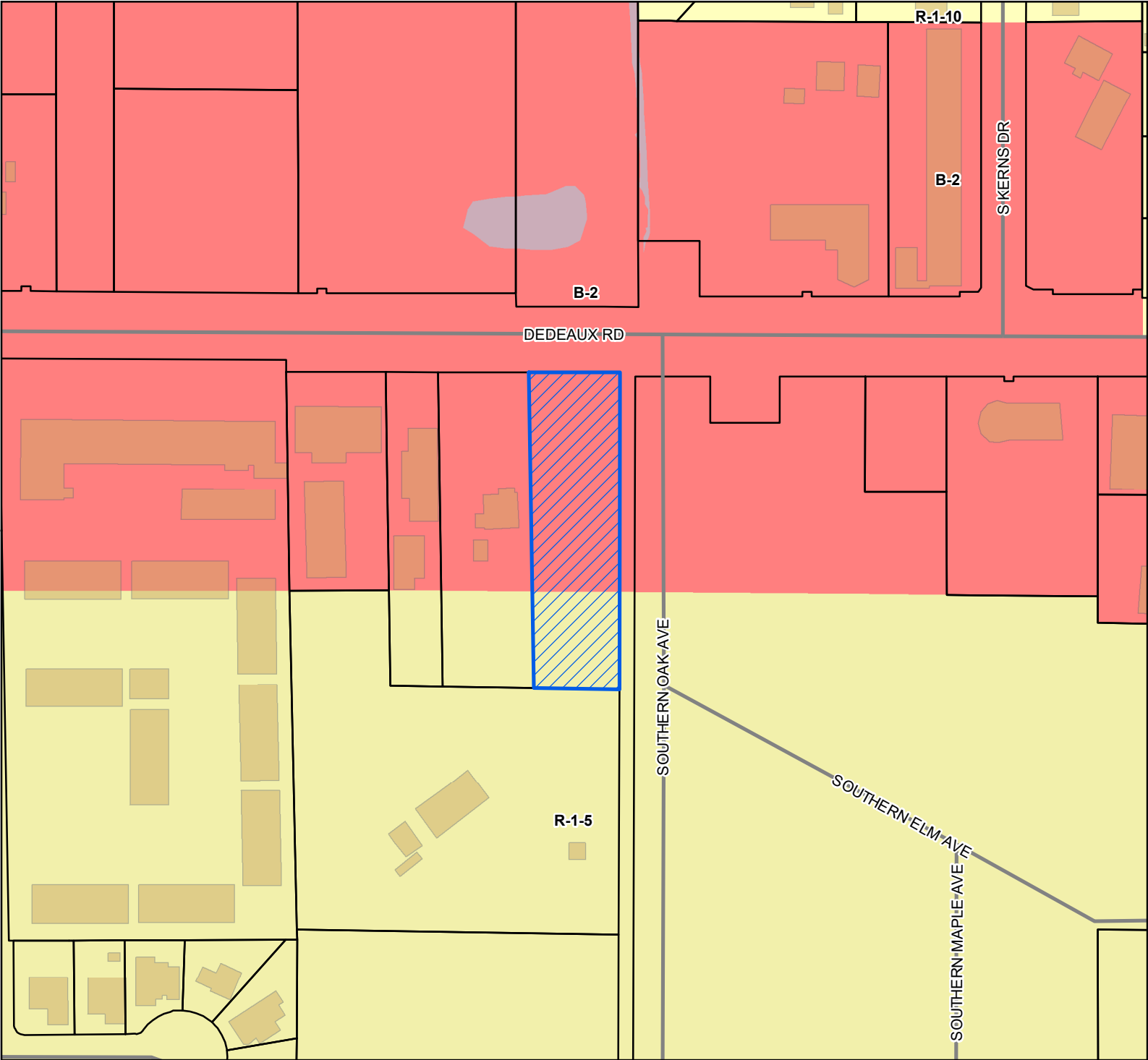
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





Legend

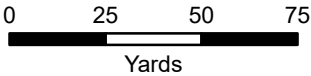
- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

- B-2 - General Business District
- R-1-10 - Single Family Residence (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)

Site Information

0808O-02-017.000
Zoning: B-2 (General Business Zone)
Zoning: R-1-5 (Single Family)
Size: 0.75 acres
Flood: X



1 inch = 150 feet



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

**APPLICATION FOR
GENERAL SUBDIVISION PLAN
FOR TOWNHOMES**

Property Information

TAX PARCEL #

0	8	0	8	0	-	0	2	-	0	1	7	•	0	0	0
					-			-				•			
					-			-				•			

For Staff Use Only
Case File #: 2305 PC 051
Date Received: 4-4-23
Receipt #: _____
Received By: ICB
Zoning: B-2 / R-1.5
Ward: 5 Flood: X
Size: 0.75 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: Southwest Corner of the Intersection of Dedeaux Road and Southern Oak Avenue

Lot(s) _____, Block(s) _____, Subdivision Southern Breeze Estates Subdivision

General Location: North of I-10, East of Highway 49, West of Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:

Southern Breeze Estates Phase 2 - New Six (6) Lot Townhouses to be built in B2 Zoning

New One (1) Lot Single Family Residential to be built in the R1-5 Zoning

0.75 Total Acres

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

Blessed Investment Team, LLC

Printed Name Of Owner
PO Box 2353

Mailing Address
Gulfport, MS 39805

City State Zip code
228-860-2203

Home Phone Work/Cell Phone
wcbuildersms@gmail.com

Email

Signature Of Owner

AGENT

Engineering Xcellence, Robert K. Riemann, P.E.

Printed Name Of Agent
3103 5th Avenue, Suite B

Mailing Address
Gulfport, MS 39501

City State Zip code
228-518-2980

Home Phone Work/Cell Phone
kris@engineeringxcellence.com

Email

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) Greg D. Williams

ADDRESS (STREET, CITY, STATE, ZIP CODE) 824 Wire Road East, Perkinston, MS 39573

PHONE # (H) 228-297-2216 (W) _____

TAX PARCEL NUMBER(S) OWNED 0808O-02-017.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Designation of Agent

I, Wayne Carr, being owner of the property at 08080-02-017.000 on Dedeaux Road and Southern Oak Avenue which is the subject of this application hereby authorize Robert K. Riemann, P.E. 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.

Wayne Carr
Signature

4/April 2023
Date

STATE OF MISSISSIPPI, COUNTY OF HARRISON

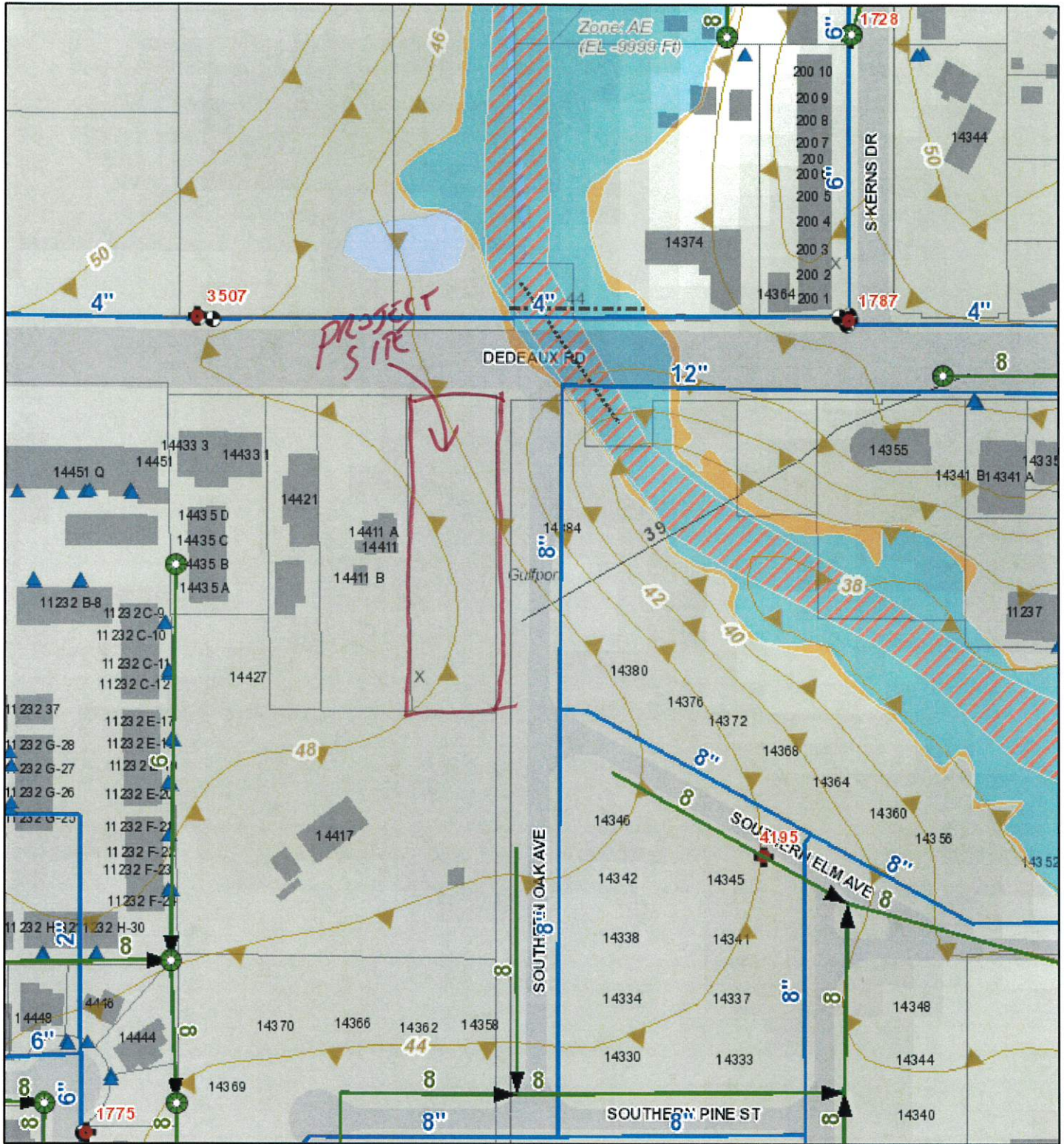
Given under my hand and seal of office this the 4th day of April, 2023.

Candace M. Dye
Notary Public



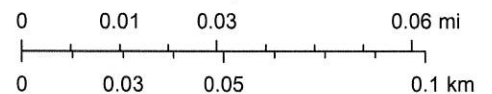
Commission Expiration

ArcGIS Web Map



4/3/2023, 1:38:59 PM

1:2,148



- | | |
|-----------------|-------------------------------|
| Tanks | Gravity Mains |
| Wells | Force Mains |
| Water Mains | Lift Stations |
| Water Meter | Manholes |
| Valves | Flood Hazard Zones |
| Hydrants | 1% Annual Chance Flood Hazard |
| STreatmentPlant | Regulatory Floodway |

City of Gulfport GIS Department



ENGINEERING EXCELLENCE

WITH KRIS RIEMANN & ASSOCIATES

NARRATIVE

SOUTHERN BREEZE ESTATES – PHASE 2 TOWNHOUSES -6 LOTS TOWNHOMES AND 1 LOT SINGLE FAMILY SUBDIVISION

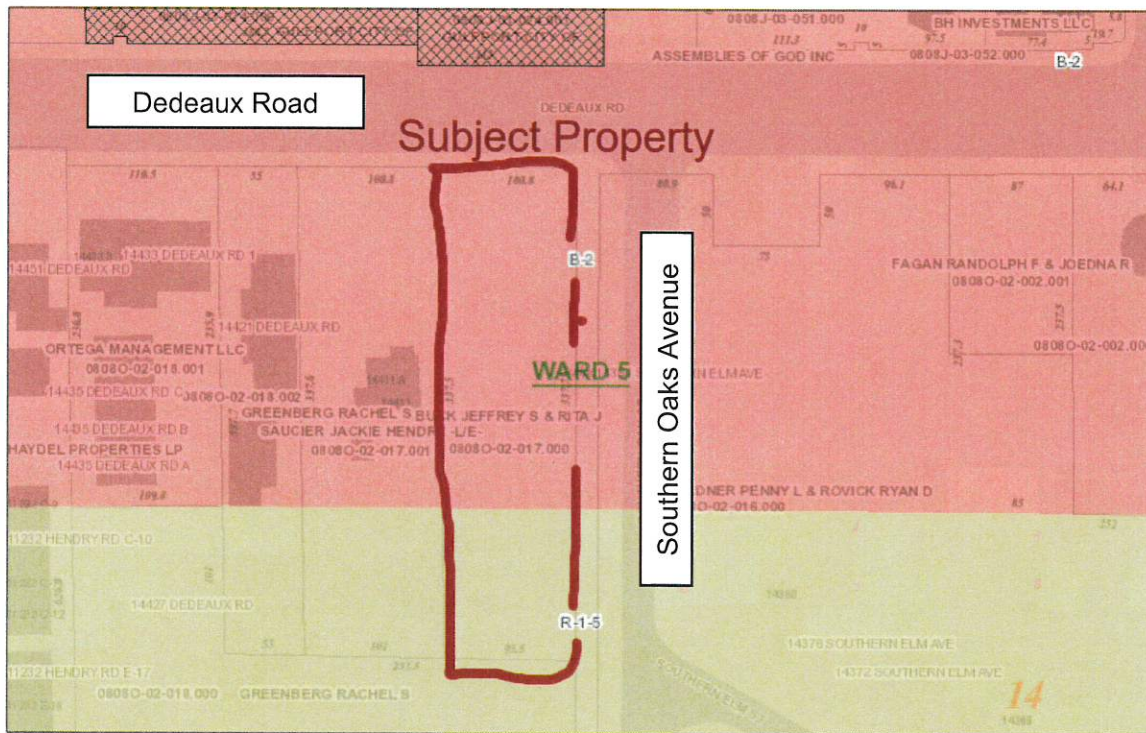
EXECUTIVE SUMMARY

Through this application, the property owner requests approval from the City of Gulfport to subdivide the subject property (shown below) into a 6-lot townhouse subdivision and 1-lot single family residential for the future construction of multi-family high-density residential townhomes. This project will subdivide **08080-02-017.000 on Dedeaux Road and Southern Oak Avenue** into a townhouse subdivision for 6 lots plus 1 single family residential lot. As described in further detail throughout this written statement and as detailed in the preliminary plans, the townhouse subdivision will include all necessary streets, sidewalks, services, utilities, and other public improvements that are necessary to support the project. Approval of Southern Breeze Estates Phase 2 benefits the City of Gulfport by providing much-needed construction jobs, necessary street connections, future homes for people to live in, as well as permits and other fees to support City services and fund future City public works/infrastructure improvement projects. **This property is split zoned with the southern 104 feet zoned R-1-5 and the northern part zoned B-2. The owner would like to request to build townhouses in the B-2 district which can be approved by the Planning Commission.**

SOUTHERN BREEZE ESTATES – PHASE 2 – DEDEAUX ROAD AND SOUTHERN OAK AVENUE April 4, 2023

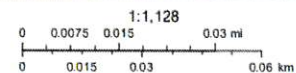
This written statement includes findings of fact demonstrating that the application complies with all applicable approval criteria as determined by the City of Gulfport. These findings are supported by substantial evidence which includes preliminary plans and other written documentation. This information, which is included in this application package, provides the basis for the City to approve the application.

Gulfport Online Atlas



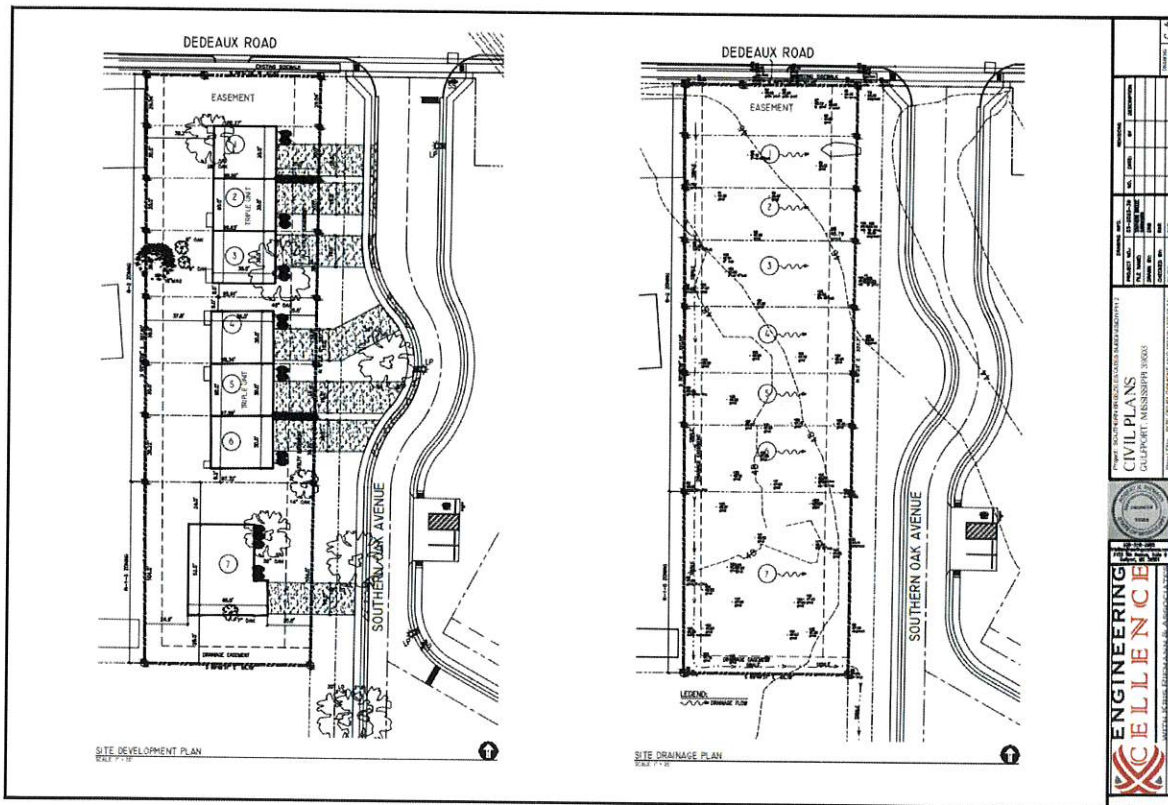
February 10, 2023

- Hybrid Zones
- Government Property
- Hybrid
- Wards



Gulfport GIS
 Harrison County Geographic Information Services Department

SOUTHERN BREEZE ESTATES – PHASE 2 – DEDEAUX ROAD AND SOUTHERN OAK AVENUE April 4, 2023



Basic Facts

Zoning/Permitted Use: The subject site is split zoned B-2 and R-1-5. It is permitted to have townhouses in the B-2 with Planning Commission Approval. Multifamily Residential District. Lot 1 will be single family residential in the R-1-5.

B-2 - R-3 district: Multifamily residence districts. These districts are composed mainly of areas containing multiple-family dwellings and open area where such development seems likely to occur in the future. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

SOUTHERN BREEZE ESTATES – PHASE 2 – DEDEAUX ROAD AND SOUTHERN OAK AVENUE April 4, 2023

For Townhomes:

Minimum lot area shall be: First two (2) dwelling units - 3,800 sq. ft

Each additional dwelling unit - 1,200 sq. ft.

Minimum lot width: Fourteen (14) feet

Corner lots shall be determined based on the minimum requirement as outlined in Sec IV (D) (3) and (6) as set forth below:

(3) Corner building site: In any district, a corner building site having to its rear a building site facing toward the intersection or side street shall have to provide on the intersecting or side street side of the corner building site a side yard having a width equal at least to the depth of the front yard required for a structure on the building site to the rear of the corner building site; provided, however, that this regulation shall not be applied to reduce the buildable width of the corner building site to less than thirty (30) feet

(6) Major street right-of-way: Front yard depth, and in the case of a corner building site side yard width shall be measured from the future street right-of-way of a major street established on the Plan for Circulation (Major Street Plan), a part of the Master Plan for the City of Gulfport.

- Nonresidential sites. Sites to be reserved or dedicated for parks, recreation areas, schools, or other public uses; sites, if any for multi-family dwellings, shopping centers, churches, industry, or other non-public uses exclusive of single-family dwellings.
- Building setback lines for townhomes. Minimum building setback lines. Minimum front yard setback: The same as required for each zoning district except where the development contains units located on both sides of a street constructed by the developer to the city's specifications. In this case, the minimum front yard setback shall be ten (10) feet. Minimum side yard setback: None for townhouses except that on corner lots the minimum side yard on the corner side shall be as described in the corner building site above -Sec IV (D) (3) & (6). Also, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. Minimum rear yard setback: See Section III. Yards required for townhouses. Shall comply with district regulations.

- **Maximum height.** The maximum height measured from the foundation to the lower floor of the uppermost habitable level shall not exceed twenty (20) feet in R-1, R-2, and R-O districts. In all other zoning districts, the maximum height is established in Section III, District Regulations.
- **Maximum lot coverage.** A townhouse dwelling including accessory structures shall not occupy more than seventy-five (75) percent of the lot area.
- **Townhouses** shall be constructed up to side lot lines without side yards and no windows, doors or other openings shall face a side lot line except that the outside wall of end units may contain such openings.
- **Adjoining land.** The approximate direction and gradient of the ground slope, including any levees or embankments; the character and location of buildings, railroads, power lines, towers, and other nearby residential land uses or adverse influences; and names of recorded subdivision plats of adjoining platted land by record name, date and number and the names of Record owners of adjoining unsubdivided land.
- **Parking spaces.** Minimum off-street parking spaces shall be as required in section IV, except where a townhouse lot is less than eighteen (18) feet in width the required parking spaces may be designed to allow vehicles to be parked in a vertical line and each space shall be at least eight (8) feet wide and eighteen (18) feet long.
- **The maximum length of a row of townhouses** shall not exceed two hundred twenty-five (225) feet. When an end unit of row houses does not side on a street, an open space or court of at least twenty (2) feet in width shall be provided between it and the adjacent row of townhouses. However, where two (2) rows of townhouses which together are less than two hundred twenty-five (225) feet in length and immediately adjacent to each other, this open space between the ends of the two (2) buildings may be reduced to a minimum of fifteen (15) feet.

Site Description / Setting: The applicant's property is approximately 0.75 acres in size and is generally located east of Southern Oak Avenue and south of Dedeaux Road. Over time, the surrounding area has been developed with streets, sidewalks, and multi-family residential homes and apartments. The existing site topography is flat (+/- 1.33% slope), with only +/- 2.0 feet of elevation gain from the northeast to the southwest, a linear distance of approximately 150 feet. The majority of the property is partially cleared of vegetation, with a few scattered trees located near the western border of the property. After performing the field survey, it had been determined that there are **NO Trees** scheduled to be removed.

SOUTHERN BREEZE ESTATES – PHASE 2 – DEDEAUX ROAD AND SOUTHERN OAK AVENUE April 4, 2023

The proposed townhouse subdivision will yield 25 lots within the existing R-3 zone which contains 0 acres of wetlands on the 0.75 total tract. Therefore, we will be building on the entire 0.75 acres minus the green space.

Wetlands. There are NO Wetlands on this project site.

Project Description:

The proposal involves the creation of 7 total lots (1 single family and 6 townhouses) to accommodate the future construction of multi-family townhouse residences. There are no existing structures on the site. To effectively develop the property to its permitted residential density, access (streets) and services are proposed to be provided to all portions of the property. Each of the lots is proposed to be provided with individual sanitary sewer, storm sewer, and water service, as well as utilities such as electrical, gas, phone, cable, etc. The property is efficiently served by existing sewer infrastructure and water. Below are some details concerning the lots.

The mailbox to be used is across the street in Phase 1.

Additional details concerning the proposal can be gleaned from the preliminary plans, which are included in the application materials along with this project narrative and other written materials.

Citizen Participation: The City will send notice of this proposal to property owners within three hundred feet of the subject property, as well as various City departments, and other agencies to solicit public input.

Residential Density Calculations: The site is approximately 0.75 acres (32,670 square feet) of buildable space in size. The lot size for the 7 lots range in the project is 2,944 square feet to 10,058 square feet. Therefore, the proposed subdivision complies with the density as required by the zoning.

Facilities

The following facilities currently serve the existing lots and are available for the proposed lots:

1. Sewer - City of Gulfport/HCUA
2. Water - City of Gulfport/HCUA
3. Drainage - City of Gulfport

4. Natural gas - Centerpoint
5. Electric service - Coast Electric Power Association
6. Fire protection & Emergency response - City of Gulfport
7. Waste Disposal - City of Gulfport
8. Law Enforcement – City of Gulfport

Natural Environment

Site Soils.

Stormwater quantity should be greater than the open ditches because of flow along concrete curb and gutters. Stormwater quality should be improved because the proposed retention pond will remove silt and impurities from storm runoff.

Lawns, shrubs, and trees will be managed by the homeowners and increase the quality of the vegetation.

Future Development

The proposed utility additions to the water system will provide fire protection as well as water system access to the many residents inside the Southern Breeze Estates Subdivision.

Surrounding Land Use

The proposed multi-family lots and landscape areas along Dedeaux Road are similar to the surrounding area. The proposed lots will have safer access to the inside of the subdivision. The proposed subdivision will have access to Southern Oak Avenue directly (already constructed).

No negative impacts are apparent that need mitigation.

Phasing Plan

No phases are proposed for this development plan. The subdivision shall be constructed in 1 phase.

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE ESTATES SUBDIVISION
HARRISON COUNTY, MISSISSIPPI**

PHASE 2

**DECLARANT
BLESSED INVESTMENTS TEAM, LLC**

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

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EXHIBIT A - DESCRIPTION OF LAND INITIALLY COVERED BY DECLARATION

EXHIBIT B - CONSTRUCTION SPECIFICATIONS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

DATE OF SIGNING: _____

BE IT KNOWN, that on the date set forth above, this Declaration of Covenants and Restrictions (this "**Declaration**") for the above-named subdivision of the Property (as defined below) is made by BLESSED TEAM INVESTMENTS, LLC, ("**Declarant**"), a Mississippi limited liability company, by and through its duly authorized below-named representatives, who did depose and say that Declarant owns certain immovable property located in the above-named County and described in Exhibit A attached hereto together with the improvements thereon (collectively the "**Initial Property**").

WHEREAS, Declarant desires to establish a general plan of development for the Property (defined below) and to provide for the operation, administration, and maintenance of the Property (defined below) or portions of the Property. Declarant deems it advisable to create a residential planned community on the Property, with a homeowners association to perform the functions and activities more fully described in this Declaration and the other Community Documents.

NOW THEREFORE, Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

1.1. Intentionally omitted

1.2. "Additional Land" means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. "Architectural Reviewer" means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's designee. Thereafter, the Board-appointed Architectural Control Committee is the Architectural Reviewer.

1.4. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Mississippi, as amended from time to time.

1.5. "Assessment" means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Mississippi.

1.6. **"Association"** means the _____ ASSOCIATION, INC., a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Southern Breeze Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association". Said Association may be set up in the future.

1.7. **"Board"** means the Board of Directors of the Association.

1.8. **"Builder"** means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business. A Builder ceases to be a "Builder" as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder's status as a "Builder" continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

1.9. **"Bylaws"** means the Bylaws of the Association, as amended from time to time.

1.10. **"Common Area"** means portions of immovable property and improvements thereon that are owned and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.11. **"Community Documents"** means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time.

1.12. **"Declarant"** means Blessed Investments Team, LLC, which is developing the Property, or the successors and assigns of Blessed Investments Team, LLC, which are designated a Successor Declarant by Blessed Investments Team, LLC, or by any such successor and assign, in a recorded document, executed by both Declarant and Successor Declarant in the case of a voluntary assignment. In executing this instrument, Declarant is the appearer.

1.13. **"Declarant Affiliate"** means a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.14. **"Declaration"** means this document, as it may be amended from time to time.

1.15. **"Development Period"** means that period of time during which Declarant has certain rights pursuant to this Agreement, such as rights relating to governance, architectural control, development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or any Additional Land. The duration of the Development Period will be from the date this Declaration is recorded until the later of (1) 20 years after this Declaration is recorded, or (2) 60 days after title to one hundred percent (100%) of the Lots that may be created in the Property (including without limitation any and all Additional Land) have been improved with dwellings and conveyed to Owners other than Declarant, a Declarant Affiliate, or Builders. Notwithstanding the foregoing, Declarant may voluntarily terminate the Development Period with a written notice executed by Declarant and recorded in the conveyance records of the County.

1.16. **"Governmental Authority"** means any, each and all of the following: (a) the United States of America, (b) the State of Mississippi, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the

foregoing, and (f) any county, municipality, tribunal, instrumentality or court having jurisdiction over Southern Breeze Subdivision or any of the uses that may be made of Lots or other portions of said Subdivision .

1.17. "Lot" means a portion of the Property intended for independent ownership and residential use. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.18. "Member" means a Person entitled to membership in an Association, as provided in Section 7.2, with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.19. "Owner" means a holder of recorded fee simple title to a Lot. Every Owner is a Member.

1.20. "County" means the county in which the Property is located.

1.21. "Person" means any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

1.22. "Plat" means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named County, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.23. "Property" and "SOUTHERN BREEZE SUBDIVISION" and "the Subdivision" all mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Property (i.e., **SOUTHERN BREEZE SUBDIVISION**) is a "residential planned community". Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.24. "Unilaterally" means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as Owners, mortgagees, and the Association.

ARTICLE 2 THE PROPERTY

2.1. GENERAL PROVISIONS. The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. ADDITIONAL PROPERTY. Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the Lots in the Property, or, during the Development Period, by Declarant as permitted in Article 15. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, including an amendment of Exhibit A, in the conveyance records of the County.

2.3 ADJACENT LAND USE. The Association and Declarant make no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3 PROPERTY SERVITUDES AND RIGHTS

3.1 DECLARANT RIGHTS. A number of provisions in the Declaration are modified by Declarant's rights and reservations under the Declaration during the Development Period. These rights and reservations are found in Article 15 of this Declaration, which controls over anything to the contrary elsewhere in this Declaration.

3.2 OWNER'S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.3. ASSOCIATION'S ACCESS SERVITUDE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.3.1. Purposes. Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

- a. To inspect the property for compliance with maintenance and architectural standards.
- b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.
- c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.
- d. To enforce architectural standards.
- e. To enforce use restrictions.
- f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.
- g. To enforce any other provision of the Community Documents.
- h. To respond to emergencies.
- i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

3.3.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.4. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4 COMMON AREA

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. At its expense, Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property. Thereafter, all costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. all of the Property, save and except the Lots;
- b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;
- c. the entry feature, screening feature, and sign monument - if any;
- d. any modification, replacement, or addition to any of the above-described areas and improvements; and
- e. movable property owned by the Association, such as books and records, office equipment, and supplies.

4.4. LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area ("**Limited Common Area**"), whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the Limited Common Area becomes the responsibility of the Owner, rather than the Association. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for Limited Common Area.

ARTICLE 5 ARCHITECTURAL COVENANTS

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

5.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new improvements on vacant Lots. During the Development Period, the Architectural Reviewer for new improvements on vacant Lots is the Declarant or its delegates.

5.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes constructed within the Property. Accordingly, each Owner agrees that, during the Development Period, no improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board, (b) a modifications or architectural committee elected by the Members, or (c) a committee comprised of architects, engineers, or other persons who may or may not be Members. Any such delegation must be in writing and must specify the scope of delegated responsibilities. At all times during the Development period, Declarant may Unilaterally do any of the following, one or more times, to-wit: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

5.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee (the "ACC"), or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC, will assume jurisdiction over architectural control; during the Development Period, any such assumption of jurisdiction by the Association will be subject to Declarant's rights as provided in the last sentence of Section 5.2.2.

5.3.1. The ACC is an agency, department or division of the Association, and has the right (after expiration of the Development Period, or earlier if delegated in writing by Declarant) to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Notwithstanding any inference to the contrary, during the Development Period the ACC will be appointed by Declarant unless Declarant expressly waives in writing its right to appoint the ACC; any such waiver may be thereafter revoked by Declarant and in the event of any such revocation, Declarant may dismiss the members of the ACC at that time and appoint other members of the ACC. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board, except that during the Class B Control Period, no change in the members of the ACC may be made by the Board without the approval of Declarant. The members of the ACC need not be Members or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, will be established from time to time by the Board. The Board may establish and

charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ACC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The ACC may also establish a Modifications Committee, with the approval of the Board, to review and approve any proposed modifications of Property.

5.3.2. The professionals and staff assisting the ACC may be paid reasonable compensation for service on the ACC, as determined from time to time by the Board. All members of the ACC will be reimbursed by the Association for their respective expenses incurred in furtherance of the authorized activities of the ACC, subject to review and approval by the Board. All members of the ACC may be paid compensation for their time and efforts in serving on the ACC if such compensation is approved and authorized by the Board.

5.3.3. The Association will be responsible for all reasonable costs of operation of the ACC. Each Owner submitting plans for the construction or modification of Improvements on any Lot will submit with such plans a payment of Three Hundred Dollars (\$300) as a nonrefundable "**Review Fee**", and that payment will be made to the Association. The standard Review Fee will be used by the Association to defray the costs and expenses incurred by the ACC and the fees and compensation paid, if any, to staff, other professionals and members of the ACC. From time to time, the Board, in its sole discretion, may increase or decrease the amount of the standard Review Fee, but in no event will the standard Review Fee charged in any one (1) calendar year exceed 110% of the standard Review Fee charged during the preceding calendar year; further, the Board in any one situation may waive or reduce the standard Review Fee. Should the ACC reject, and/or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Community Documents, then and in that event the Owner who submitted said plans and specifications will pay another review fee of Three Hundred Dollars (\$300) (or such amount as the said Review Fee may have been increased to by the Board). When an Owner resubmits revised plans and specifications, the Board or the ACC will have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Community Documents were not significant. During the Development Period and prior to any delegation by Declarant to the ACC of rights reserved to Declarant under Section 5.2 of this Declaration, Declarant may, in its discretion, require an Owner to pay the same Review Fee which the ACC will have a right to collect if and when the ACC is delegated the right to approve plans for the construction or modification of improvements on Lots.

5.3.4. The ACC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ACC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ACC will be considered as employees and/or independent contractors of the Association.

5.3.5. The ACC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner will be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Board.

5.4. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation,

modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.6. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6.1. Deemed Approval. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 60 days after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.6.2. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

5.6.3. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARTICLE 6

USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant, during the Development Period, or the Board, thereafter, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the

Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. The only animals permitted on the Property are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.

6.5. ANNOYANCE. No Lot or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents of other Lots; (d) may result in the cancellation of insurance on the Property; (e) that displays any item that is deemed patently offensive in the sole discretion of the Board; or (f) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Board.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. DECLARANT RIGHTS. Declarant has reserved a number of rights to use the Property in ways that are not available to other Owners and residents, as provided in Article 15 of this Declaration. Declarant's exercise of any right granted to it during the Development Period that appears to violate a rule adopted by the Association or a use restriction included in this Article 6 does not constitute waiver or abandonment of the rule or use restriction by the Association as applied to Owners other than Declarant.

6.10. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Except as provided in Section 6.41, sports or play equipment, or other items of personal property on any lot must be placed and remain behind the rear elevation of the dwelling and must be in compliance with Section 6.40.

6.11. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.12. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material and may not exceed 6 feet. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front

building line and the street. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. For lots adjacent to the lake/pond on its rear dimension, on said dimension, fencing is required extending six feet on the side dimension from the pond/lake; aluminum or iron fencing, black in color, is required 4 feet on the rear dimension from the corner common to the side dimension; the side dimension fence tapering down to 4 feet to meet the rear four foot fence.

6.13. GARAGES. Garage doors must be kept closed, except when vehicles are entering or leaving the Garage. No Garage intended for, or used for, a recreational vehicle, camper, motor home or similar vehicle will be permitted unless specifically approved by the Architectural Control Committee, after submission by homeowner of plans and specifications that must be consistent with the subdivision standards and aesthetic qualities. Such vehicles may be kept on the Lot by an owner only if such a vehicle remains in an approved permitted garage.

6.14. MOVABLE STRUCTURES AND OUTBUILDINGS. No structure or any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board. Outbuildings must be installed in the rear yard behind an approved fence. Metal buildings are prohibited.

6.15. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring Lots. The rules may prohibit the use of noise-producing security devices.

6.16. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.17. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration, including limited business uses described above.

6.18. SCREENING. An Owner may be required to screen anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.18, "**screened from view**" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

6.19. TANKS. No tanks of any kind (including tanks for storage of fuel) may be erected, placed or maintained on any Lot unless such tanks are buried underground. Propane or similar fuel tanks with capacities of ten (10) gallons or less are allowed.

6.20. TELEVISION/SATELLITE DISHES. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision except in compliance with this Section 6.20. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard not higher than 6 feet from the ground, or (c) attached to or mounted on the rear wall of a structure below the eaves. A reception-only satellite dish, one meter or less in diameter, may be mounted on the eave of a dwelling not less than 15 feet from the front elevation of the dwelling. As used in this Section 6.20, the term "**Antenna**" means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and

designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna, with prior ACC approval, in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.21. VEHICLES.

6.21.1. Other than as otherwise provided in this section 6.21 and section 6.13, parking of any vehicle on any Lot other than in the Garage, Carport or Driveway is prohibited. Except as expressly approved by the Declarant during the Development Period, and by the Board thereafter, the following must not be kept or stored within the Property unless stored inside of a closed garage, or enclosed behind an approved fence and shall not to exceed 8' in height, with ACC approval: (a) junk or abandoned vehicles, (b) commercial vehicles, (c) trailers, (d) tractor-trailers, (e) boats, (f) boat trailers, (g) movable equipment, and (h) vehicles greater than 3/4 ton GVWR. For recreational vehicle or camper storage, refer to Section 6.13.

6.21.2. Minibikes, go-carts, all-terrain vehicles, utility terrain vehicles, motorized toys, and other similar vehicles must not be operated or stored on any Lot, the Common Area, or any other location within the Property except in compliance with all applicable laws, ordinances, and these covenants and restrictions. All such items must be stored on lots in a manner where the item is not visible from any street or from any other Lot or location in the Property.

6.22. YARD ORNAMENTS.

6.22.1. Artificial flamingos, deer, spinners, gazing balls, pirogues and such tableau of any type are prohibited on all Lots with the exception of the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling), on which a dwelling is constructed, but only if a fence or other screening makes such items not visible from any street on the Property or any other portion of the Property, other than the rear yard of the Lot where the item is exhibited.

6.22.2. The items allowed to be placed on Lots under Section 6.22.1, and any subsequent rules adopted by the Board or the Association, must be durable in nature and must comply with the following requirements:

- a. No more than three (3) yard decorations or tableaus of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is exhibited.
- b. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot.
- c. The yard decorations must be of a durable nature and may not be made of plastic.

6.22.3. Notwithstanding any inference to the contrary in this Section 6.22, traditional and typical seasonal decorations are permitted within season (30 days prior to a recognized holiday or event and 15 days following).

6.23. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.23.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which are visible from the exterior of any improvements (including without limitation dwellings and garages) constructed on the Property must be white or off-white in color, except that any window coverings or treatments, or portion thereof, consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant during the Development Period, and thereafter the Board, may, from time to time, approve additional colors as acceptable for the portions of the window coverings or treatments visible from streets on the Property or other portion of the Property.

6.23.2. No window tinting or reflective coating may be affixed to any window that is visible from any street on the Property or other portion of the Property without the prior approval of Declarant during the Development Period and thereafter from the Board.

6.23.3. No mirrored coatings are allowed any window that is visible from any street on the Property or other portion of the Property.

6.24. FLAGS. No flags may be flown or exhibited outside of a residence on the Property with the following exceptions: official flags of countries, states, counties, cities or other organization sanctioned flags flown from poles that are six feet (6') above ground height, the construction and color of which must be approved by the Board, and mounted at a 45 degree angle to the wall of the building to which the pole is attached.

6.25. SWIMMING POOLS; TENNIS COURTS.

6.25.1. Swimming pools must not be constructed on any Lot without prior written approval from Declarant, during the Development Period, and thereafter from the Board. Notwithstanding any inference to the contrary in the preceding sentence, permission will not be given for the construction of a swimming pool on a Lot unless the swimming pool is screened from view and is not visible from any street on the Property or any other Lot or portion of the Property, or common area, and shall be located inside an approved fence. If the rear of a Lot is adjacent to a pond or lake, landscaping shall be used to screen the pool from view to the rear of the Lot, with ACC approval. Pool decks must not be constructed any closer than four feet (4') from the boundaries of the Lot on which the swimming pool is constructed, unless any applicable law or ordinance requires a greater distance from the boundary and in such case the greater distance shall apply. At all times, all swimming pool related equipment must be screened from view and must not be visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is located. No screening will be constructed which has not been approved by the Declarant, during the Development Period, and thereafter by the Board, and all such screening will be required to mitigate noise. Slides, diving boards or other pool accessories will be prohibited unless they can be installed and used without being visible from any street on the Property or from any other portion of the Property other than the Lot on which the swimming pool is constructed. Pools must be constructed and designed so that they will not drain onto adjacent property (including the Common Area) or onto a street on the Property; where a Lot owner has been given permission to construct a swimming pool on a Lot, the Owner of the Lot must take all steps to prevent the swimming pool from draining onto adjacent property (including the Common Area) or onto a street on the Property. Unless granted a variance and approval at the sole discretion of the ACC, all pools shall be in-ground pools, and no above-ground or semi-inground pool may be constructed or located on any Lot.

6.25.2. Tennis courts must not be constructed on any Lot.

6.26. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on

that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited anywhere on the Property. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public prior to initial occupancy of the dwelling constructed on such a Lot. No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from streets on the Property or from any other portion of the Property other than the Lot on which such a sign is posted. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant or an approved builder is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of the Property, including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within the Property. Temporary personal signs, not exceeding 5 square feet in area, may be allowed at the sole discretion of the Board, and which are not deemed to be patently offensive in the sole discretion of the Board, for a period not to exceed an aggregate of 30 days in a 6 month period, displaying personal announcements such as births, school or athletic achievements of residents of the dwelling, and other temporary displays allowed at the sole discretion of the Board.

6.27. Furniture for Front Porch, Balcony and Yard. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be placed in storage and outside of the view of Person(s) on any street in the Property.

6.28 CLOTHESLINE VIOLATION. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

6.29 GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.30 BOAT USAGE. No motorized boats shall be used on the Waterways (ponds, lakes, or other water covered areas in the Property). Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Property. No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not to be allowed to "park" on Waterways).

6.31 LAKE USAGE. The use of any portion of a Lake or Pond within the Property with a water line that abuts or overlaps the property line of any Lot shall be limited to Owners of Lots abutting such water line. Portions of Lakes or Ponds within the Property that do not abut or overlap a Lot may be used by any Lot Owner. There shall be no swimming in the Waterways. Fishing may be permitted by Lot Owners and residents only. No person is permitted to fish within any Waterway unaccompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board. The edges of Waterways shall be kept clean from debris and weeds.

6.32 LEASH VIOLATION. All domestic animals shall be leashed, or detained by fences or invisible fences.

6.33 OFF-ROAD VEHICLE USAGE. Streets shall not be used for any unlawful purpose, and any use of any means of conveyance, whether motorized or non-motorized, shall be in compliance with all applicable laws and ordinances of the jurisdiction where the Property is located. If there is a designated walking path in the subdivision it shall be used for walking, jogging, and bicycling only.

6.34 GARBAGE CONTAINERS. Household trash containers may not be placed closer to the street than any portion of the front elevation of a home or dwelling situated on the Lot, nor closer to a street than the side elevation of a home or dwelling that faces a street (for corner lots), except between 3:00 p.m. on the day before schedule trash pick-up until 6:00 p.m. on trash pick-up day.

6.35 MAILBOX/PLAQUE. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot -except mailboxes approved by Developer. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Developer reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

6.36 BULKHEADS. As no individual lot owner's property extends into the lake areas, no bulkheads or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.37 DECKS AND PIERS. As no individual lot owner's property extends into the lake areas, no decks, piers, or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.38 A/C AND HEATING Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.39 PARKING VEHICLES. Parking of non-commercial passenger vehicles on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than 12 hours in any 96 hour period, or a single occurrence during any 96 hour period. Except as provided in Section 6.13 and Section 6.21.1, No equipment or vehicles shall be parked on any unpaved portion of the lot, nor parked on the lawn/grass of a lot at any time. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property. No house trailers, mobile homes, buses, commercial vehicles or trucks greater than 3/4 ton GVWR shall be kept, stored, repaired or maintained on any Lot, servitude, common area or right-of-way.

6.40 PLAYGROUND EQUIPMENT. The use of moderately scaled play equipment, play yards or basketball goals are allowed within the Residential Lots. Oversized items such as trampolines will only be allowed behind an approved fence, in the rear yard. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the ACC prior to installation.

6.41 BASKETBALL GOALS. Moveable basketball goals are permitted with ACC approval as to location, however under no circumstances shall a basketball goal be attached to any part of a residence or cemented into the ground. Basketball goals are to be kept in good repair and not allowed to remain turned over or fallen for extended periods of time as to detract from the appearance of the residence.

6.42 SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Only flat skylights are allowed. No bubble skylights will be permitted. Solar collectors may only be placed in an approved ACC location.

6.43 SIDEWALK UPKEEP. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any requirements and standards set forth by the Design Review Board and the Guiding Principles, if applicable.

6.44 DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

ARTICLE 7

ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated, but may later dissolve and operate as an unincorporated association, as the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Mississippi Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the County conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. MEMBERSHIP. Every Owner of a Lot will be a Member of the Association. There will be only one (1) membership per Lot. Membership will be appurtenant to and may not be separate nor apart from ownership of any Lot.

A. Co-Owners. If a Lot is owned by more than one (1) Person, all co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 7 and in the Bylaws, and all such co-Owners will be solidarily obligated to perform the responsibilities of Owners.

B. Nature of Owner. The membership rights of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of its Association.

7.3. VOTING RIGHTS. The Association will have two (2) classes of membership, which are Class A Membership and Class B Membership, described as follows:

A. Class A. Class A Members of the Association will be all Owners of Lots included within the Property, with the exception that Declarant will not be a Class A Member for so long as Declarant remains a Class B Member. Each Class A Member will have one (1) vote for each Lot which they own; but, in any event: (a) there will be only one (1) vote per Lot, and (b) no votes may be exercised on account of any Lot which is owned by a Builder (other than Declarant or a Declarant Affiliate) and exempt from Assessment under an exemption granted by the Association or by Declarant under Declarant's rights under section 15.1.3. When more than one (1) Person holds an interest in any Lot, all such persons will be Members, provided, however, that the vote for such Lot will be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event will more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities must notify the Association of the natural person who is authorized to exercise its vote; such entities must provide such evidence of appointment and authority as its Board may require.

B. Class B. The Class B Member of the Association will be Declarant, and no other Person may be a Class B Member of the Association. Declarant, as the Class B Member, will be entitled to three (3) votes for each Lot owned, or 500 votes, whichever is greater, at the time of: (1) any meeting of the Members of the Association, or (2) other occasion when Members vote. Other rights of the Class B Member may be included elsewhere in this Declaration and / or in the Bylaws.

C. Termination of Class B Membership. The Class B Membership will terminate two (2) years after termination of the Class B Control Period. The Class B Control Period is that period of time commencing on the date of recordation of this Declaration and continuing until the first of the following to occur:

- (1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
- (2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or
- (3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

Notwithstanding any inference to the contrary: (i) if the Class B Control Period is terminated by the Class B Member pursuant to subpart C(3) of this Section 7.3, the termination must be recorded in the conveyance records of the County; and (ii) upon any termination of the Class B Control Period, the Class B Member may, in its sole discretion, terminate its Class B Membership immediately rather than wait until the two (2) year anniversary of the termination of the Class B Control Period, but if the Class B Member desires to terminate the Class B Member early then the Class B Member must expressly declare that intent in writing and such declaration should be included as part of Declarant's recorded termination of the Class B Control Period. After termination of the Class B Control Period, the Class B Member will continue to have a right to disapprove actions of the Association, its Board and any committee to the extent the Association's Bylaws or other Community Documents expressly provide that the Class B Member will continue to have certain rights after termination of the Class B Control Period.

D. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class A Member will be exercised by the Owner of each Lot.

E. Declarant's Rights. Declarant's rights (including its special voting rights) as the Class B Member of the Association are independent of, and in addition to, all rights granted to, or reserved by, Declarant in other provisions of this Agreement where there is no reference to Declarant's status as the Class B Member (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1). Further, Declarant's rights created or otherwise reserved under other provisions of this Agreement (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1), or in any other Community Document, are independent of, and in addition to, all rights of Declarant as the Class B Member. For example, if Declarant voluntarily terminates the Class B Control Period and Declarant ceases to be a Class B Member, Declarant will continue to have all rights granted to, or reserved by, Declarant in other provisions of this Declaration (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1) which do not use the term, or otherwise refer to, the term "Class B Member".

7.4. **BOARD.** The Association is governed by the Board. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of at least 3 persons appointed by Declarant during the Class B Control Period, and thereafter elected by the Members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean **"the Association acting through its Board"**.

7.5. **MEMBERSHIP.** Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract

purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

7.6. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, the Declarant, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (b) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

7.7. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.8. VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.9. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

7.9.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

7.9.2. Indemnity for Common Area Operations. The Association must indemnify, defend, and hold harmless Declarant against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of Assessments, the enforcement of the Community Documents, and the operation and maintenance of the Property's Common Areas.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or

enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and
- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to an exemption for Declarant provided in Article 15.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular Assessments are due on the first day of the period for which levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.
- e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word “**privilege**” has the same meaning as the word “privilege” in Mississippi Revised Statutes 9:1145 - 1148.

ARTICLE 9

ASSESSMENT PRIVILEGE

9.1. ASSESSMENT PRIVILEGE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. SUPERIORITY OF MORTGAGE. The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. NOTICE AND RELEASE OF NOTICE. The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Mississippi law.

9.5. FORECLOSURE OF PRIVILEGE. The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10

ENFORCING THE COMMUNITY DOCUMENTS

10.1. NOTICE. Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. Fine. The Association may levy fines for each act of violation or for each day a violation continues.

10.2.2. Suspension. The Association may suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Community Documents.

10.2.3. Self-Help. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person,

vehicle, or condition that violates the Community Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. The Board will make reasonable efforts to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (a) in the case of emergencies, (b) to remove signs which violate the restrictions in this Declaration or in any rules adopted by the Association, (c) to remove violative debris, or (d) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

10.2.4. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

- a. the Common Areas;
- b. any immovable and movable property owned by the Association but which is not a Common Area, such as a Lot owned by the Association;
- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. House Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the/his Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12

MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, "Purchase Money Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

- a. its mortgage against the Lot is superior to the Association's privilege for Assessments;
- b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;
- c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;
- d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;
- e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;
- f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and
- g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2 COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment,

provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13 **AMENDMENTS**

13.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members does not require that an amendment to this Declaration be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Members; where a vote of the Members is required to amend this Declaration, a Certificate signed by the Secretary of the Association will be sufficient to evidence the required consent.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the county in which the Property is located.

13.3 DECLARANT PROVISIONS. Declarant has an exclusive right to Unilaterally amend this Declaration for the purposes stated in Article 15. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without the Declarant's written and acknowledged consent.

13.4. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. During the Development Period, any amendment effecting or authorizing a merger or consolidation of the Association with another association must be approved by Declarant. After the Development Period, the amendment must be approved by Owners of at least a majority of the Lots.

ARTICLE 14 **DISPUTE RESOLUTION**

14.1. INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. "Claim" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims related to the rights and/or duties of Declarant as Declarant under the Community Documents, and (c) claims relating to the design, construction, or maintenance of the Property.

14.1.2. "Claimant" means any Party having a Claim against any other Party.

14.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency

equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;

- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. "Respondent" means the Party against whom the Claimant has a Claim.

14.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. LITIGATION APPROVAL AND SETTLEMENT. The initiation of any judicial or administrative

proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Lots.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Lots, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Higher Approval of Certain Suits. Also, the Association may not initiate any judicial or administrative proceeding against Declarant, a Declarant Affiliate, a Builder, Association officers and directors, or the managing agent of the Association without the approval of Owners representing at least seventy-five percent (75%) of the Lots.

14.9.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15

DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

15.1.1. General Reservation and Construction. Notwithstanding other provisions of this Declaration and other Community Documents to the contrary: (a) nothing contained in this Declaration or any of the other Community Documents may be construed to prevent, interfere or lessen the rights of Declarant reserved or otherwise contained in this Article 15; and (b) all mortgagees, other Owners, and the Association are all prohibited from preventing or interfering with the exercise by Declarant of the rights of Declarant reserved or otherwise contained in this Article 15. Declarant hereby reserves exclusively unto itself and its successors and assigns all rights of Declarant set forth in this Article 15. In case of conflict between this Article and any other provision of this Declaration or any other Community Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

15.1.2. Purpose of Development Period. This Article gives Declarant certain rights during the Development Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees.

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such

exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

15.3. DEVELOPMENT PERIOD RESERVATIONS - GOVERNANCE. Declarant reserves the following powers, rights, and duties during the Development Period:

15.3.1. Incorporation of Association. Declarant will incorporate the Association as a Mississippi nonprofit corporation before the end of the Development Period.

15.3.2. Officers and Directors. During the Development Period, the Board may consist of 3 persons, or such other number as may be authorized in the Bylaws. During the Development Period, Declarant may appoint, remove, and replace any officer and any director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader." Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Owners other than Declarant, as well as to Declarant's appointees.

15.3.3. Association Meetings. During the Development Period, meetings of the Association may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.

15.3.4. Transition Meeting. Within 60 days after the end of the Development Period, or sooner at the Declarant's option, Declarant will call a transition meeting of the Owners for the purpose of electing, by vote of the Members, directors to the Board. Written notice of the transition meeting must be given to an Owner of each Lot at least 10 days before the meeting. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. Homeowner's in attendance shall constitute quorum.

15.4. DEVELOPMENT PERIOD RESERVATIONS - FINANCIAL. Declarant reserves the following powers, rights, and duties during the Development Period:

15.4.1. Association Budget. During the Development Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

15.4.2 Budget Funding. As long as the Declarant controls the Association by its appointment of a majority or more of the directors, Declarant is responsible for the difference between the Association's actual operating expenses and the Regular Assessments received from the Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. When Declarant ceases to control the Association, Declarant will cease being responsible for the difference between the Association's operating expenses and the Assessments received from Owners other than Declarant.

15.4.3. Enhancements. During the Development Period, Declarant, in Declarant's sole discretion, may, from time to time, voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, seasonal color in landscaping, and recreational personnel. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements. In the event that Declarant provides enhancements to the Property as authorized in this Section 15.4.3, Declarant may at any time cease providing such enhancements.

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the

Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

15.4.5. Commencement of Assessments. During the Development Period, Declarant will determine when the Association first levies Regular Assessments against the Lots.

15.4.6. Budget Control. During the Development Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised.

15.4.7. Inspect and Correct Accounts. For a period of 5 years after termination of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. Notwithstanding any inferences to the contrary in the preamble paragraph of this Article 15, Declarant's rights under this Section 15.4.7 will not terminate until 5 years following the last day of the Development Period.

15.5. DEVELOPMENT PERIOD ADDITIONAL RESERVATIONS. Declarant reserves the following servitudes and rights, exercisable at Declarant's sole discretion, at any time during the Development Period, regardless of whether Declarant owns any Property at the time of use of the servitude or exercise of the right:

15.5.1. Platting. Unplatted parcels, if any, may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant.

15.5.2. Expansion. During the Development Period, Declarant may, in its sole discretion, annex to declare to be included as part of the Property: (a) any immovable property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any immovable property that is subject to this Declaration, (b) any immovable property in any addition or subdivision platted by the County as a phase or section of the Property, or (c) located in a planned development district created by the County for the property subject to this Declaration. Declarant annexes immovable property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the conveyance records of the County. The supplement or amendment of annexation must include a description of the additional immovable property or a reference to the recorded plat that describes the additional immovable property.

15.5.3. Withdrawal. Declarant may withdraw immovable property from the effect of this Declaration (a) if the owner of the withdrawn property consents to the withdrawal, and (b) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Property.

15.5.4. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Declarant may (a) change the sizes, dimensions, and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

15.5.5. Architectural Control. Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (a) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property.

15.5.6. Amendment. Declarant may Unilaterally amend this Declaration and the other Community Documents, for any purpose, without consent of other Owners or any mortgagee.

15.5.7. Completion. Declarant has (a) the right to complete or make improvements indicated on

the Plat; (b) the right to sell or lease any Lot owned by Declarant; and (c) a servitude and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from community-wide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16

GENERAL PROVISIONS

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word "shall" and "will" have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in my office in Harrison County, Mississippi, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESSES:

Printed Name: _____

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC
By: _____

Printed Name: _____

NELSON WAYNE CARR, MEMBER

NOTARY PUBLIC, in and for
HARRISON COUNTY, MISSISSIPPI
My Commission Expires: _____
Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)



Judicial District
Instrument 2005 21506 D -J1
Filed/Recorded 12 27 2005 2 15 P
Total Fees 12.00
3 Pages Recorded

1

Index as follows: SE corner of the NW 1/4 of the SW 1/4 of Section 10, T7S, 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, WE, **THURSTON C. HENDRY, JR. AND CONNIE SMITH HENDRY**, do hereby grant, bargain, sell, convey and warrant, unto **JEFFREY S. BUCK AND RITA J. BUCK**, as joint tenants with full rights of survivorship and not as tenants in common, the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the First Judicial District of the County of Harrison, State of MS, and more particularly described as follows, to-wit:

Commencing at the Southeast corner (SE) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 7 South, Range 11 West, in Harrison County, Mississippi, run thence North 0 degrees 23 minutes East along the Section Line a distance of 1275.0 feet to the Point of Beginning. From said Point of Beginning run thence West 101.0 feet to a point; run thence South 01 degrees 17 minutes East a distance of 351.0 feet to a point; thence East 95.5 feet to a point; thence North 0 degrees 23 minutes East a distance of 351.0 feet to the Point of Beginning.

This being the same property previously conveyed to Thurston C. Hendry, Jr. and Connie Smith Hendry (Lucille B. Hendry reserves a life estate) in Warranty Deed dated June 29, 1987 and recorded in Deed Book 1076 at Page 629 in the Land Records of the First Judicial District of Harrison County, Mississippi.

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

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

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

WITNESS THE SIGNATURE of the Grantors on this the 23rd day of December, 2005.


THURSTON C. HENDRY, JR.


CONNIE SMITH HENDRY

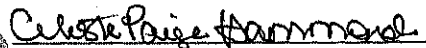
STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **THURSTON C. HENDRY, JR. and CONNIE SMITH HENDRY**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 23rd day of December, 2005.

(SEAL)

My Commission Expires:


NOTARY PUBLIC
Celeste Paige Hammond

ADDRESS OF GRANTORS:
16257 CRESTVIEW DRIVE
GULFPORT, MS 39503
228-832-4821

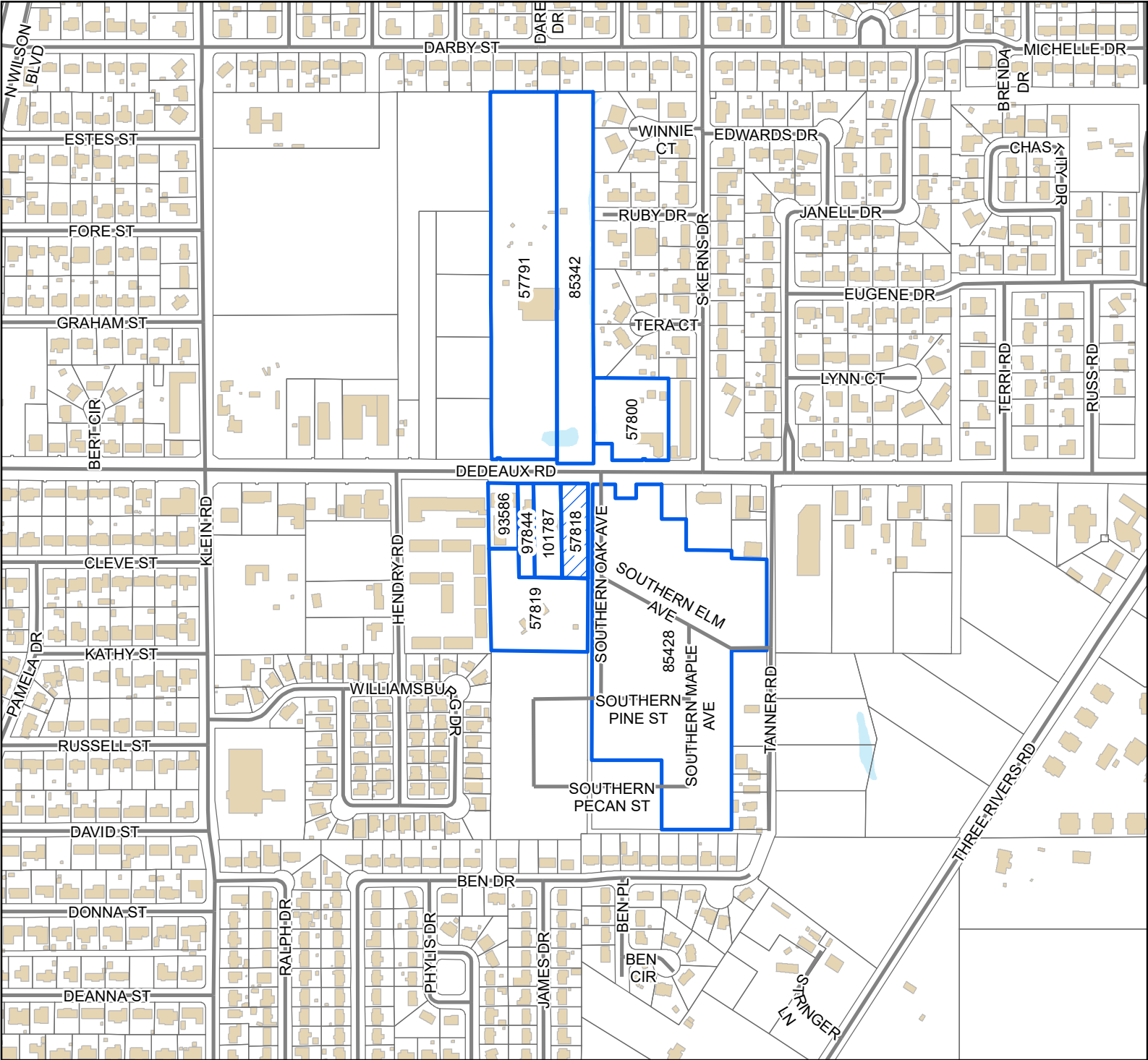
ADDRESS OF GRANTEE:
15273 ELMWOOD COURT
GULFPORT, MS 39503
228-832-1021

PREPARED BY AND RETURN TO:

Schwartz, Orgler & Jordan, PLLC
15487 Oak Lane Drive, Suite 200-I
Gulfport, MS 39503
(228) 832-8550

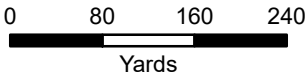
FILE# 051317

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			BLESSED INVESTMENTS TEAM LLC(OWNERS)	P O BOX 2353	GULFPORT	MS	39805
			ROBERT K. RIEMANN (AGENT)	3103 5TH AVE STE B	GULFPORT	MS	39501
			Adjacent Property Owners(2305PC051)				
N	57791	0808J-03-024.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	93586	0808O-02-018.001	ORTEGA MANAGEMENT LLC	10605 SHARP BLVD	GULFPORT	MS	39503
	57818	0808O-02-017.000	BUCK JEFFREY S & RITA J	1930 31ST STREET	GULFPORT	MS	39501
	97844	0808O-02-018.002	GREENBERG RACHEL S	14417 DEDEAUX RD	GULFPORT	MS	39503
N	85342	0808J-03-024.001	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	57800	0808J-03-051.000	ASSEMBLIES OF GOD INC	14374 DEDEAUX RD	GULFPORT	MS	39503
N	85428	0808O-02-016.000	BLESSED INVESTMENTS TEAM LLC	P O BOX 2353	GULFPORT	MS	39503
	57819	0808O-02-018.000	GREENBERG RACHEL S	14417 DEDEAUX RD	GULFPORT	MS	39503
	101787	0808O-02-017.001	SAUCIER JACKIE HENDRY -L/E-	14411 DEDEAUX RD	GULFPORT	MS	39503



Legend

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



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.

RE: General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

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Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

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Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

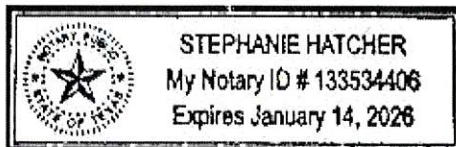
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
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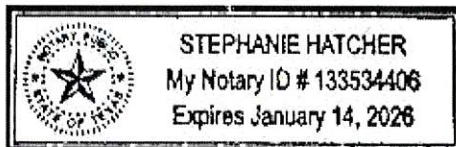
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

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Notary Public

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Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Zoning Text Amendment 2302PC016:**
(Withdrawn by Administrations):

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Technical Report

ZONING TEXT AMENDMENT

GENERAL INFORMATION

Case File Number: 2302PC016

Hearing Date: May 25, 2023

Legal: Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

TECHNICAL DETAILS

The applicant requests to amend the text to the zoning ordinance to allow for the expansion of medical cannabis dispensaries into new zoning districts. Specifically, the applicant would like to remove the T4+ Transect zone limitation in the existing ordinance, thereby allowing the “hybrid” code area access by the dispensaries with Planning Commission approval.

EXECUTIVE SUMMARY

Initial conversations about the new medical cannabis laws included taking a more conservative approach to these before allowing them throughout the city. As a dispensary has not yet opened in Gulfport, it is difficult to determine the affect this use will have on the surrounding properties under the current city and state guidelines.

Should there be bas results, changing the rules and then changing them back again is problematic. The non-conforming rules are not quick when it comes to eliminating uses that are causing distress.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



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 #: 2302PC016Date Received: 1-4-2023

Receipt #: _____

Received By: ALBZoning: T4+Ward: 2 Flood: X

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

AMEND ORDINANCE 3130 TO ALLOW RETAIL
AND WHOLESALE TRADE OF MEDICAL
CANNABIS IN T4+ ZONE BY PERMISSION.

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

RONALD DAVID BROWN

Printed Name Of Owner

4200 BURGUNDY ST.

Mailing Address

NEW ORLEANS, LA 70117

City

State

Zip code

(504) 250-1998 (601) 228-1434

Home Phone

Work/Cell Phone

david@consulting@gmail.com

Email

Signature Of Owner

AGENT

DAVID P. SULLIVAN, ESQ.

Printed Name Of Agent

P.O. Box 777

Mailing Address

GULFPORT, MS 39502

City

State

Zip code

(228) 547-3533

Home Phone

Work/Cell Phone

david@davidpsullivanlaw.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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

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

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

NAME OF OWNER (PRINT) LEAH SIMON

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4206 BURGUNDY ST., NEW ORLEANS, LA 70117

PHONE # (H) (310) 600-5324 (W) (310) 600-5324

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Leah Simon

NAME OF OWNER (PRINT) NICHOLAS SHAY

ADDRESS (STREET, CITY, STATE, ZIP CODE) 337 BROOKLYN AVE, NEW ORLEANS, LA 70114

PHONE # (H) (504) 909-8801 (W) (504) 909-8801

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: [Signature]

NAME OF OWNER (PRINT) CARLOS GAUTREAUX

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3606 LA SALLE, SAN ANTONIO, TX 78218

PHONE # (H) (210) 249-8001 (W) (210) 249-8001

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Carlos Gauteaux

(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: DAVID P. SULLIVAN [Signature]

The Law Offices of
DAVID P. SULLIVAN

A Professional Limited Liability Company

The Toggery Building
2501 14th Street, Suite 212
Gulfport, MS 39501

Mailing Address:
Post Office Box 777
Gulfport, MS 39502

Telephone: (228) 547-3533
Facsimile: (228) 233-3329
Email: david@davidpsullivanlaw.com
Web: davidpsullivanlaw.com

AUTHORITY TO ACT AS AGENT

Southern Roots Therapeutics of Mississippi d/b/a Roots Remedy (SRT-MS) hereby authorizes David P. Sullivan, Esq. and the Law Offices of David P. Sullivan, PLLC, to represent them and act as Agent in connection with all specifically matters pertaining to SRT-MS's Zoning Text Amendment before the City of Gulfport, Gulfport Planning Commission and Gulfport City Council.

This agreement is executed by me, the undersigned client, on this 3rd day of January, 2023.



R. David Brown, MNS, JD
Southern Roots Therapeutics of MS
d/b/a Roots Remedy

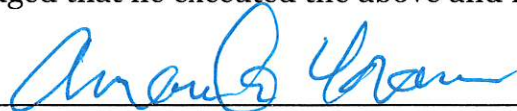
This agreement is hereby accepted on this 3rd day of January, 2023.



David P. Sullivan, Esq.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of January, 2023 within my jurisdiction, the within named R. DAVID BROWN who acknowledged that he executed the above and foregoing Authority to Act as Agent.



Notary Public

My Commission Expires:



Tax parcel #0811L-04-122.000
Lots 1 - 7, Block 194
Original Gulfport
Parcel one & Parcel two
1301 31st venue, Gulfport, MS 39501

GENERAL DESCRIPTION OF REQUEST:

Ordinance 3130: Amend Ordinance 3130 to allow retail and wholesale trade of medical *Cannabis* in T4+ zones by Permission.

Section 1: Medical Cannabis Establishment definition - Regarding the last sentence of this definition beginning, "The symbol plus-minus (" ± ")..." and ending "...constituting a medical cannabis establishment", we seek to remove T4+ from the existing definition and thereby allow a medical *Cannabis* dispensary to locate in T4+ zones by (P)ermission rather than by (R)ight.

Section 3: Within the Chart of Permitted Uses at "Retail Wholesale Trade - We seek to remove T4+ zones from the penumbra of properties otherwise captured by the legend entry stating, "± = T zones removed (see definitions)".

Section F. Reason for Text Amendment Request

3. Increase in need for sites

Increased needs for business sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district. As owners of a property that we purchased during a time when both municipal guidance was lacking or nonexistent in Gulfport and properties that would even comply with the stringent state requirements of SB 2095 or the Mississippi Medical Cannabis Act and its 1,000 foot setback restrictions, we had extremely few options. Based on information available at the time, we purchased a building that met state requirements and which also allowed for a vast array of commercial applications including that which most closely paralleled the business for which we intended to lease our property. Since apothecaries are permissible by right in T4+ zones, it was within this zone that we took the most comfort in believing we had chosen the correct property to own and then lease as a medical *Cannabis* dispensary. Further, the property at 1301 31st Avenue is situated squarely within an existing medical hub.

There are simply too few locations available to serve the patients of Gulfport that also comport with existing restrictions memorialized in Ordinance 3130. Noteworthy is the Gulfport City Attorney's comment of May 3, 2022 that, "You can have 500 dispensaries in the City of Gulfport...It could be as many as fits in the City under the zoning restrictions if they're adopted by the Council. So there's no restrictions on the number of businesses." While that may be true in the most general sense, it is not a practical reality observed by businessmen and women seeking to comply with the rigorous restrictions of controlling state law and do business in the state within the medical *Cannabis* space. In fact, earlier that same day during deliberations by the Council, Mr. Bruni stated on the record, "[W]e can always come back and amend this regulation at a later time" and based on the need of the both the business community and the patients of our City, this is

exactly what we seek to do. We are trying to amend the hastily adopted regulations on medical *Cannabis* in the most carefully tailored and surgically careful way possible so as to preserve the character of our City without inconveniencing our most needy citizens.

We believe that removing T4+ zones from the prohibitions of Ordinance 3130 will accomplish both the sound policy goal of making this new medicine accessible to our people and also bring our local law into parity with controlling state law. While it is true that under the state's Medical *Cannabis* Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions on medical *Cannabis* establishments, the text of the Act and, in fact, a state Attorney General's subsequent opinion interpreting these provisions has held that any such ordinances "[C]annot have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the City." Attorney General Fitch went on to state in her formal opinion on this subject that a, "[M]unicipality's 'limited regulatory power' under the MCA allows the city to designate specific types of commercial zones or zones in which commercial use is otherwise authorized or not prohibited, as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." *Source: Attorney General Lynn Fitch's formal opinion of April 15, 2022.* As it stands, the controlling ordinance in Gulfport does have the purpose or effect of, at the very least, making impractical the operation of a medical *Cannabis* dispensary within its city limits.

G. Written statements requesting an amendment to the Comprehensive Zoning Ordinance of SmartCode Ordinance:

1. Interest

Applicant Name: Ronald David Brown

Address: 4200 Burgundy St., New Orleans, LA 70117

Corporation Represented: on behalf of SRT Holdings, LLC, 301 Main Street, Suite 2200, Baton Rouge, Louisiana 70825

Interest: SRT Holdings, LLC seeks to lease to Southern Roots Therapeutics of Mississippi, Inc. the property at 1301 31st venue, Gulfport, MS 39501 to operate as a licensed Medical Cannabis Dispensary currently located within a T4+ zone and as part of an existing medical services hub (the company in question is currently as state licensed entity in good standing and approved to operate a medical *Cannabis* dispensary at this location)

2. Condition for Change

#3: Increase in need for sites and in response to a historical change in the character of this downtown commercial property

3. Development Schedule

Building renovations have been delayed for months now due to efforts before the Gulfport Planning Commission and City Council, but assuming successful completion of this application and amendment, build-out is expected to require 2 to 3 months; expected business opening date is either at the end of Q2 or beginning of Q3 in 2023.

4. Effects of Amendment

Nature of proposed amendment:

This amendment brings the City of Gulfport into alignment with Mississippi Senate Bill 2095 or the MS Medical Cannabis Act. Section 19: Local Ordinances, which restrict municipalities from making dispensary operation "impracticable."

"(2) No municipality or county may prohibit dispensaries either expressly or through the enactment of ordinances or regulations that make their operation impracticable in the jurisdiction."

Description of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in the same zones as Apothecaries (limited in this instance to T4+), the City of Gulfport is sufficiently limiting the location to appropriate retail and wholesale trade zones and if by (P)ermission only, as requested, within an existing medical corridor. This classification of permitted uses is reasonable given that a Medical Cannabis Dispensary, per SB 2095, is essentially an Apothecary given that it is only allowed to sell medicine and medical supplies to eligible patients who have received recommendations from a qualifying physician.

Effect of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in T4+ zones, as Apothecaries do, the City of Gulfport will remain consistent with the stated intention of the Comprehensive Zoning and SmartCode Ordinances, "to carry out the object of sound, stable and desirable environment." Medical Cannabis Dispensaries licensed by the state Department of Revenue will undergo extensive ongoing operational scrutiny and compliance requirements. They will specifically serve patients who have received recommendations from their own qualifying physicians to purchase pharmaceutical grade state legal *Cannabis* medicine.

This proposed amendment will serve the citizens of Gulfport by bringing investment and additional tax revenue to the area, it will honor the 82.7% of Harrison County voters who supported the implementation of a medical Cannabis program in our state, and it will support effective and compassionate treatments for patients who are suffering from debilitating medical conditions.

LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING GUY ANCHOR	—
EXISTING ELECTRIC PEDESTAL	⊠
EXISTING AIR CONDITIONER	⊠
EXISTING GAS METER	⊠
EXISTING TELEPHONE PEDESTAL	⊠
EXISTING CHAM LINK LINE	—
EXISTING SEWER CLEANOUT	○
EXISTING AREA INLET CATCH BASIN	⊠
EXISTING WATER VALVE	⊠
EXISTING DRAINAGE MANHOLE	⊠
EXISTING SUBSURFACE DRAINAGE	=====



SCALE: 1" = 30'
SCALE IN FEET



PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT

INTO

PARCEL ONE & PARCEL TWO
(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

1st JUDICIAL DISTRICT
Instrument 2022-0029705-D-11
Filed/Recorded 12/14/2022 11:51:01 AM
Total Fees \$6.00
4 pages Recorded



CERTIFICATION:

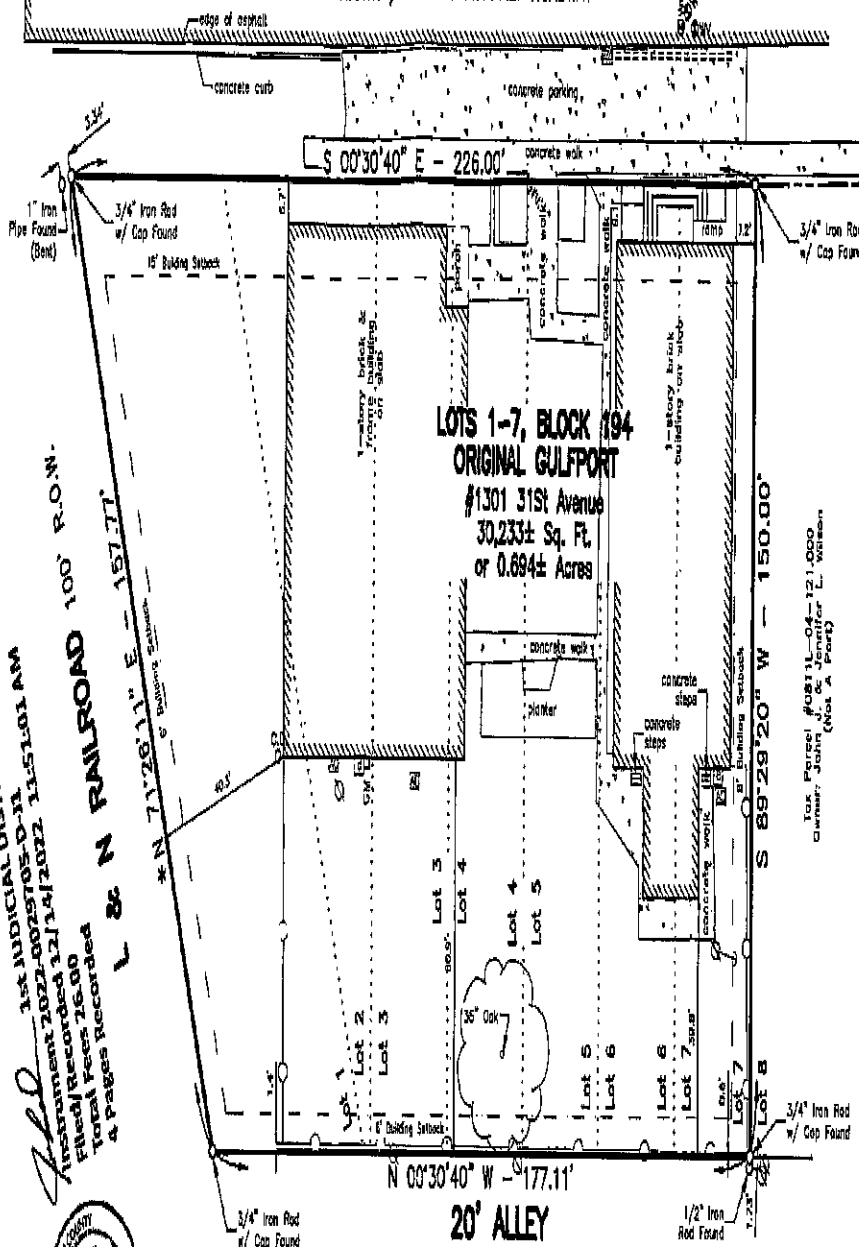
This is to certify to SRT Holdings, LLC that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the 1995 Revised Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board 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.

Wayne M. Vico, Jr., P.S.

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

31ST AVENUE

80' R.O.W. / PUBLIC ASPHALT ROADWAY



Tax Parcel #0811L-04-122.000
Owner: John J. & Jennifer L. Wilson
(Not A Part)

NOTES:

- No attempt has been made by Cassidy-Acadia Land Surveying, LLC, to verify title, actual legal ownership, deed restrictions, servitudes, easements, dikes, 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.
- Reference Maps:
A) Boundary and Topographic Survey of Lots 1-7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.
- The bearings shown hereon are based on the Mississippi State Plane Coordinate System - East Zone - NAD 83 using GPS G300-RTN System accessed on July 13, 2022.
(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
- This lot is located in Flood Zone "AE(14)" Area c/per FEMA Map Community Panel Number 28047002660 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.
- Water and sewer services provided to subject property by City of Gulfport Public Works.

SHEET 1 OF 4



CASSADY-ACADIA

LAND SURVEYING, LLC Since 1947

Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)866-7165 Fax • (228)866-8405
Email • Survey@cassidy-acadia.com

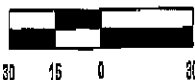
FIELD WORK COMPLETED ON: July 28, 2022

LEGEND

- FOUND PROPERTY CORNER (AS NOTED) ○
- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) ●
- EXISTING POWER POLE ○
- EXISTING GUY ANCHOR →
- EXISTING ELECTRIC PEDESTAL □
- EXISTING AIR CONDITIONER □
- EXISTING GAS METER □
- EXISTING TELEPHONE PEDESTAL □
- EXISTING CHAIN LINK FENCE ○—○
- EXISTING SEWER CLEANOUT ○
- EXISTING AREA INLET CATCH BASIN □
- EXISTING WATER VALVE ○
- EXISTING DRAINAGE MANHOLE ○
- EXISTING SUBSURFACE DRAINAGE ———

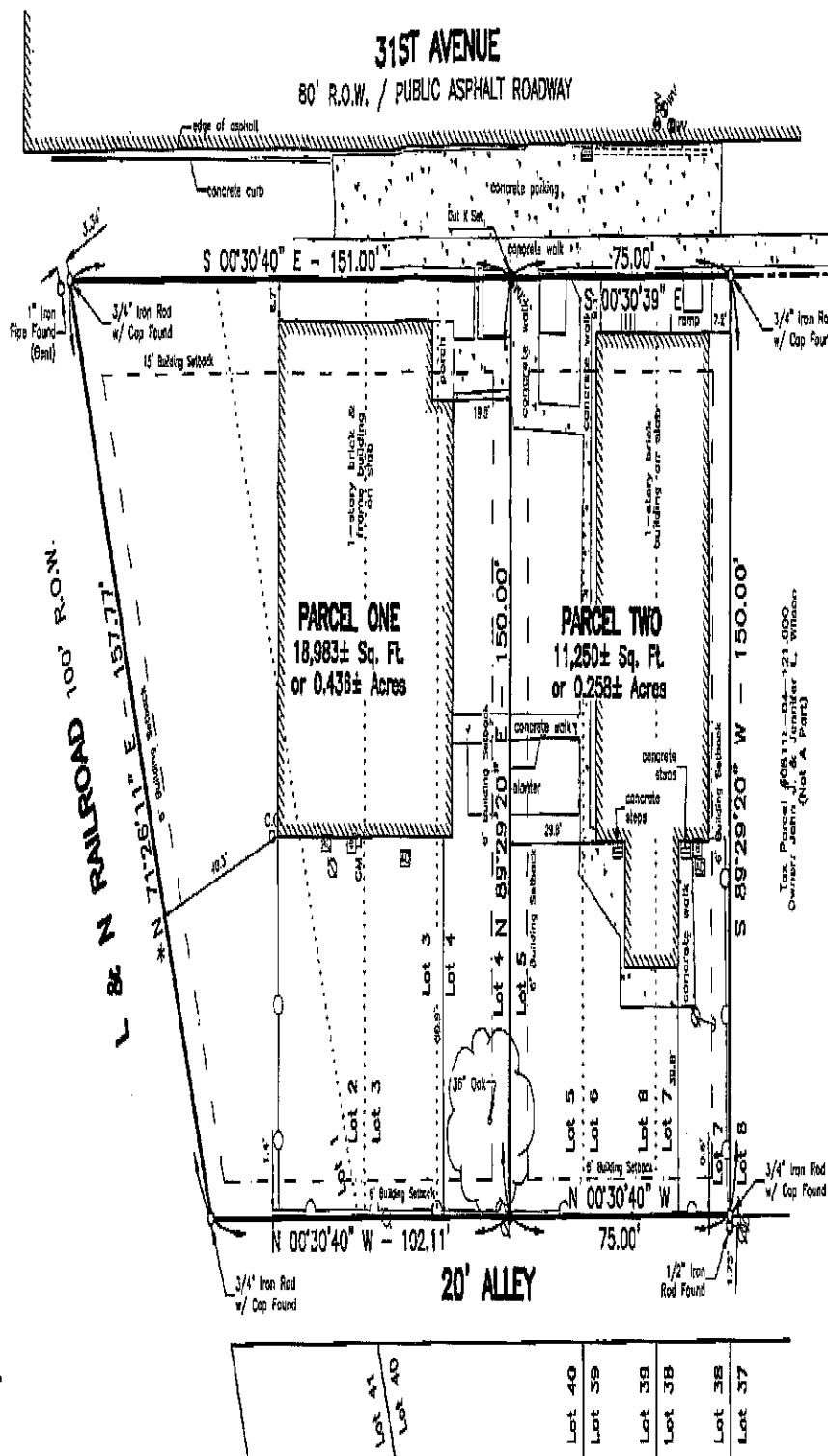


SCALE: 1" = 30'
SCALE IN FEET



PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO

PARCEL ONE & PARCEL TWO
(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI



NOTES:

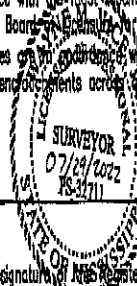
- 1.) No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation 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.) Reference Maps:
A.) Boundary and Topographic Survey of Lots 1-7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.
- 4.) The bearings shown hereon are based on the Mississippi State Plane Coordinate System - East Zone - NAD 83" using GCS-RTN System accessed on July 13, 2022.
(*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.
- 5.) This lot is located in Flood Zone "AE(14)" Area of/par FEMA Map Community Panel Number 28047C02660 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.
- 6.) Water and sewer services provided to subject property by City of Gulfport Public Works.

CERTIFICATION:

This is to certify to SRT Holdings, LLC 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 Examiners for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "B" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Vice, Jr., PS
Wayne M. Vice, Jr., PS

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



Reg. No. 32711

SHEET 2 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)898-7155 Fax • (228)898-8405
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-4B of the Code of Ordinances (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 "Lots 1-7", into Two New Parcels (Parcel One & Parcel Two). The subject property is generally described as being located south of 31st Avenue. The ad valorem tax parcel number of the subject property is 0811L-04-122.000, (Instrument No. 2020-0013657-D-J1). The Case File Number is 22.09 PC.172.

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

TAX PARCEL #0811L-04-122.000

INSTRUMENT NO. 2020-0013657-D-J1:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTIONS OF THE PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots One (1), Two (2), Three (3), and Four (4) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

**PLAT SHOWING
RESUBDIVISION SURVEY
OF
LOTS 1-7, BLOCK 194
ORIGINAL GULFPORT
INTO
PARCEL ONE & PARCEL TWO
(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI**

SHEET 3 OF 4

 **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 • Survey@cassady-acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

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]
(Signature)

By: Carlos Gautreaux, SRT Holdings, LLC

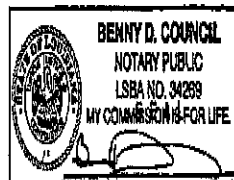
This 1st day of Sept, 2022.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Carlos Gautreaux, 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.

[Signature]
NOTARY PUBLIC

My Commission Expires: LKZ



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 22nd day of September, 2022.

[Signature]
Gulfport City Planning Commission
Keith Williams

[Signature]
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 8th day of November, 2022.

ATTEST:
[Signature]
CLERK OF COUNCIL
Brittany Rodgers

ADOPT:
[Signature]
PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this 9th day of November, 2022.

[Signature]
BILLY FEWES, MAYOR



PLAT SHOWING
RESUBDIVISION SURVEY
OF
LOTS 1-7, BLOCK 194
ORIGINAL GULFPORT
INTO
PARCEL ONE & PARCEL TWO
(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
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CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

CASSADY-ACADIA
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Phone • (228)896-7155 Fax • (228)896-8406
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022



1st JUDICIAL DISTRICT
INSTRUMENT 2022-0014935-D-J1
FILED/RECORDED 6/17/2022 8:19:01 AM
TOTAL FEES \$26.00
4 PAGES RECORDED

PREPARED BY AND RETURN TO:
Brad D. Wilkinson Esq. (MS Bar # 10285)
511 Keywood Circle, Flowood, MS 39232
Phone 601-355-0005
File # 2022-1938

INDEX: LOTS 1 - 7 BLOCK 194
ORIGINAL GULFPORT
HARRISON COUNTY, MS 1ST J.D.

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 are hereby acknowledged, the undersigned

GRANTOR
THE VESTRY, LLC
1301 31st Avenue, Gulfport, MS 39501
Ph. 228-239-0115

DOES HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY TO

GRANTEE
SRT HOLDINGS, LLC
301 Main Street, Suite 2200, Baton Rouge, LA 70825
Phone No.: (225) 224-6845

all of their right, title and interest in and to the following described land and property situated in Harrison County, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT A

Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect, then the Grantor agrees to pay to the Grantee any deficit on an actual proration and, likewise, the Grantee agrees to pay to the Grantor any amount overpaid by it.

WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: John Jason Wilson Member
John Jason Wilson, Member

STATE OF Nevada

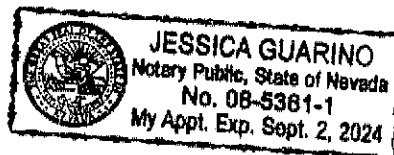
COUNTY OF CLARK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named John Jason Wilson, Member, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:

9/2/2024



WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: Jennifer L. Wilson, Manager Member
Jennifer L. Wilson, Manager Member

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named Jennifer L. Wilson, Manager Member who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:

9/2/2024

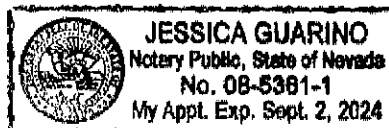


EXHIBIT "A"

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), IN BLOCK 194, ORIGINAL GULFPORT, LESS ANY PORTION THEREOF LYING IN THE PUBLIC RIGHT-OF-WAY, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

The Law Offices of
DAVID P. SULLIVAN

A Professional Limited Liability Company

RECEIVED
4-6-2023 8

The Toggery Building
2501 14th Street, Suite 212
Gulfport, MS 39501

Telephone: (228) 547-3533
Facsimile: (228) 233-3329
Email: david@davidpsullivanlaw.com
Web: davidpsullivanlaw.com

Mailing Address:
Post Office Box 777
Gulfport, MS 39502

April 6, 2023

Greg Holmes, Planning Administrator
City of Gulfport
Department of Urban Development- Planning Division
1410 24th Avenue
Gulfport, MS 39501

RE: Zoning Text Amendment 2302PC016, by Agent David P. Sullivan, Amendment to the Comprehensive Zoning Ordinance, as amended, to amend Section III (R) (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B Zoning Districts;

Dear Gulfport Planning Administrator,

We are submitting this Notice of Objection to the Planning Commission decision rendered on March 23, 2023, in the above-referenced case file 2302PC016. This appeal is brought on behalf of Southern Roots Therapeutics of Mississippi, Inc. and R. David Brown, Esq., a Gulfport property owner and prospective medical cannabis dispensary operator. We are aggrieved by the decision made on March 23, 2023 and believe that this case needs to be provided due process with another public hearing before the Gulfport City Council.

By way of procedure, we are hereby notifying the Planning Commission and City Council that we only wish to appeal the decision as it pertains to T4+ zone. However, we are incorporating and adopting our request to Amend our request to include removal of the 500 foot residential restriction as was argued by *ore tenus* motion at the Planning Commission hearing and supported by argument at the hearing. In sum, our appeal is now solely focused to allow medical cannabis dispensary use in T4+ by permission and to eliminate the 500 foot residential rule, as it is in conflict with Mississippi law.

Our principal argument in support of allowing dispensaries in T4+ zones is that the closest business to our proposed medical cannabis dispensary, structurally, functionally, and practically speaking is a traditional apothecary or a pharmacy, both of which are allowed in the T4+ zone, and both of which would be a permissible use of our current

property located 1301 31st Avenue in Gulfport. Case law on this specific area of jurisprudence stands on the Equal Protection Clause of the 14th Amendment and has been well settled law in *Santa Clara County v. Southern Pacific Railroad Co.* 118 U.S. 394 (1886). We are confident that any trier of fact would find that any statute favoring one medicine, say traditional pharmaceuticals like opioids and opiates, over another such as Cannabis and the retailers that sell them would be struck down.

We are not asking to allow dispensaries in T4+ by right, we are asking for dispensaries to be allowed in T4+ by permission which would give notice to surrounding property owners. The Chart of Permitted Uses for Gulfport enacted in Ordinance 3130 should not yield a more restrictive zoning policy for medical cannabis dispensaries than that which presently exists for any traditional apothecary, pharmacy or drug store.

It was clearly demonstrated by Councilman Myles Sharp at the most recent Council meeting of April 4, 2023, that the data provided by Urban Development was fundamentally flawed and erroneous in nature. Basically, the Commission made its decision based upon information that claimed 13% of Gulfport was available for medical cannabis dispensaries, and that adding the transect zones would increase the availability to 18%. However, it was admitted on the record that this data does not consider what portion of those areas are actually suited for a dispensary in that they comply with the Medical Cannabis Act as viable dispensary locations, not within 1000 feet of a church, school or daycare, are not wetlands, are available for sale or lease, etc. Furthermore, they do not show any properties that are actually for sale at this time. The maps presented strictly showed land areas of the applicable zones. In fact, our analysis has revealed that currently there are no suitable commercial properties presently within Gulfport available to entrepreneurs seeking to participate in the State's emerging medical cannabis program.

Most opponents to our request represent a minority of the citizens of Gulfport, and are primarily based in unjustified fear and with disregard for the current character of the neighborhood as it currently exists. Another local resident who spoke against the proposal is only concerned about a medical dispensary causing economic harm and loss of rental income to her rental property and "air b-n-b" properties.

Medical Cannabis dispensaries are not recreational. They are not intended to be a high traffic venue, they keep clinical hours and anyone who enters must hold a valid medical cannabis card. The dispensary is only allowed to provide medicine directly to the patient, they are not allowed to dispense to care givers. They do not allow patients to use cannabis on site. A dispensary would cause no more disturbance to surrounding areas than any other medical facility. This is why Attorney General Lynn Fitch encouraged cities to create "medical commercial zones" in which dispensaries could operate. Gulfport chose to ignore this directive from the State's chief prosecutor, and instead created a more restrictive zoning measure in contravention of State Law.

While it is true that under the state's Medical Cannabis Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions or medical Cannabis establishments under the text of the Act. However, as Attorney General Fitch stated in

her formal opinion on the matter that a Municipality has "limited regulatory power" under the MCA to designate specific types of commercial zones or medical cannabis zones in which commercial use is otherwise authorized or not prohibited, "as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." This has been further defined by recent legislation.

Under House Bill 1158, recently passed by Representative Lee Yancy, the MCA now states very clearly and in pertinent part, "(3) No state agency, political subdivision or board shall implement any rule, regulation, policy, or requirement that is contrary to the provisions of the Mississippi Medical Cannabis Act. " [Section 5, pgh.3 at pp.35]. By restricting cannabis dispensaries from the transect zones, particularly T4+ and then adding a ban of any dispensary within 500 feet of a residence, the City is in violation of Mississippi law and is making dispensary operation impracticable in all but one relegated area of the City. Southern Roots Therapeutics holds a valid medical cannabis dispensary license and own property in the City of Gulfport which fully complies with Mississippi law as a lawful cannabis dispensary site. The City Planning Department is using flawed and erroneous data to push a false sense of availability of potential cannabis dispensary sites to the Council and the General Public in Gulfport.

The question then becomes whether the text of Ordinance 3130 is too restrictive as to have either crossed the line between being carefully tailored to help or hinder the patients of Gulfport or whether the Ordinance has run afoul of the legislative intent embodied in the Act. Recall that an overwhelming majority of Gulfport's constituents or 83% supported the far less restrictive access of Initiative 65.

If you think about it, many of the patients who would go to a dispensary would face the same stigma cast by our opponents. This law was passed to keep the sickest patients with the most debilitating conditions from having to go to the streets to obtain marijuana. Most of these patients are senior citizens, so why would we only give them the option of traveling to high traffic commercial zones or isolated industrial areas to get their medicine? Anywhere that is lawful for a pharmacy should be lawful for a cannabis dispensary. These Gulfport patients deserve safe, discreet and convenient medicine.

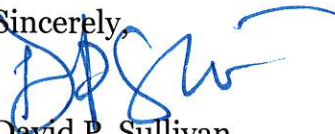
I think we can all acknowledge that time for fear mongering ended when the law was passed, and now we should act in the best interests of economic development and revenue growth. We simply ask that you do the right thing by way of sound public policy, that you do what best serves the patients and the voters of our City, that you enact the best policy for the proper growth and development of our City respecting our Master Plan, that you not take an action that will most certainly result in another blighted property or at best will result in a far less desirable business than a medical dispensary locating at the property in question and by absolute right, that you not create two sets of conflicting rules for potentially very harmful opiates like Oxycontin or Fentanyl as opposed to naturally occurring medical cannabis.

Taking all of this into consideration, I strongly believe that the Planning Commission and City Council of Gulfport should revisit the text of Ordinance 3130 for the purposes of

carefully amending it in order to make it so that medical establishments like ours should enjoy the same zoning flexibility as other similarly situated doctors' offices, apothecaries or drug stores. Properties currently zoned as T4+ should be permitted to operate medical Cannabis dispensaries by permission within their existing structures, regardless of any adjacent or nearby residences, in an effort to better serve the patients of our City, but also to better comply with both the will of the voters of our City and the legislative intent which propelled passage of the Act.

I greatly appreciate your support on this matter and look forward to working together to adopt a zoning ordinance in Gulfport that makes medical cannabis dispensary operations practicable. Should you have additional questions or concerns, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,



David P. Sullivan



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

March 24, 2023

Nicholas M Shay
337 Brooklyn Ave.
New Orleans, LA 70121

Leah Simon
4200 Burgundy St
New Orleans, LA 78218

Ronald David Brown
4200 Burgundy St
New Orleans, LA 70117

Carlos Gautreaux
3606 La Sabre Dr.
San Antonio, TX 78218

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

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

RE: Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B zoning districts.

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on **Thursday, March 23, 2023**, the Gulfport City Planning Commission recommended **denial** of the request.

This case will now be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division

THANK YOU for your legal submission!

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

ORDER DETAILS**Order Number:**

IPL0121599

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

98.32

Payment Type:

Account Billed

User ID:

IPL0024925

PREVIEW FOR AD NUMBER IPL01215990**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 4, 2023 4:27:00 PM EDT

Amount:

98.32

SCHEDULE FOR AD NUMBER IPL01215990

May 10, 2023

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, May 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
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The State - Columbia
Sun Herald - Biloxi

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The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

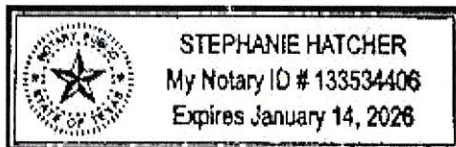
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Zoning Map Amendment 2305PC046:**

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2305PC046

Hearing Date: May 25, 2023

Current Zoning/Use: T5 / Vacant Lot

Legal: Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 14,515 square feet of property from T5 (Urban Center Zone) to an T4+ (General Urban Zone "Plus"). As presented, the applicant states, "the lots have been surveyed and house plans have been drawn." It is further stated that construction will start when building permits are issued and that the homes will be ready for occupancy within four months from permitting, depending on labor, materials and weather.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial in the future land use plan, with residential use of two-four units (see attached map). However, this area has had surrounding properties rezoned to allow for single-family homes, which is now in harmony with the neighborhood.

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

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses Character of the Neighborhood changing by stating, "many other homes have been constructed using T4+ zoning in this area on East Cedar Drive, West

Technical Report

Zoning Map Amendment

Cedar Drive, and Oleander Drive and all business development along Cowan-Lorraine Road has been north of the railroad tracks.” No additional description for public need were included in the applicant’s statement.

EXECUTIVE SUMMARY

The future plan of the City’s growth indicated that continuing with commercial in this area was in the future. Although the applicant did not prove with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses and rezoning to T4+ would be in harmony.

DIRECTOR APPROVAL

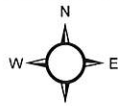
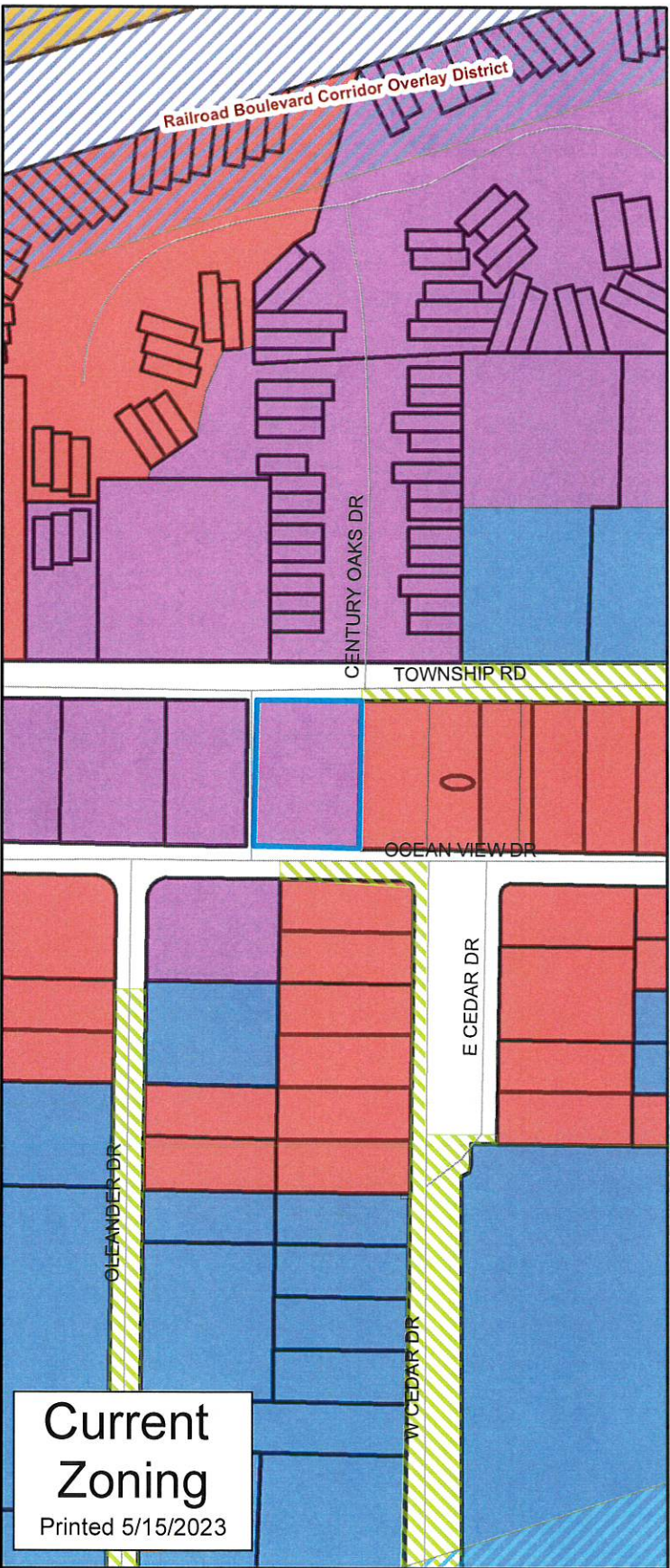
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department





1 inch = 167 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

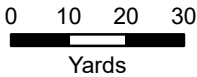
Smart Code

T6

T5

T4+

Site Information
1011D-01-007.000
Zoning: T5 (Urban Center Zone)
Size: 14,515 Sqft
Flood: X



1 inch = 100 feet



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

For Staff Use Only

Case File #: 2305PC046
Date Received: 3-23-23

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

TAX PARCEL #

1	0	1	1	0

 -

0	1

 -

0	0	7

 .

0	0	0

Receipt #: _____
Received By: KB
Zoning: T5
Ward: 2 Flood: X

(If necessary, use separate sheet of paper)

Address of Property Involved: 1123 Ocean View DriveLot(s) 26427, Block(s) _____, Subdivision Lakewood SubdGeneral Location: South of Township Rd, N of Beach Blvd, W of Cowan Rd,
W E of Teegarden Rd**GENERAL DESCRIPTION OF REQUEST:**Rezone from T5 to T4+**OWNERSHIP AND CERTIFICATION:**

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

OWNER

AGENT

Gregory Smith
Printed Name Of Owner
P O Box 7704
Mailing Address
Gulfport Ms 39506
City State Zip code
228-263-3456
Home Phone Work/Cell Phone
gtsmith1225@gmail.com
Email
Gregory Smith
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 area was platted and developed in smaller lots over 50 years ago.

1. Allowing a single-family home on each lot would fit in better in the area since the majority of homes in the area are on this size lot. Having only one home on the two lots would be expensive for the area.
2. The lots were platted in smaller sizes but the city changed to 60' minimum for building.
3. The property has gotten so expensive in the area that it places a hardship on the owner to market the lots as one building site.
4. Allowing homes on each of the lots would be reasonable development because ten other homes have been built or are being built on this size property in the immediate area.
5. I do not think I am receiving any special benefit others cannot obtain.
6. This is permissible because it has been granted previously by the city.

E. This area was rezoned in 2007 from residential to the Smart Code and no development has occurred except on the properties that were rezoned to T4+.

In 2009 Mississippi City, Handsboro, downtown, and some of the west side of Gulfport changed back to residential zoning and development has occurred. The present zoning is penalizing the property owners because they cannot build a single-family home. Business development along Cowan-Lorraine Road has been north of the railroad tracks.

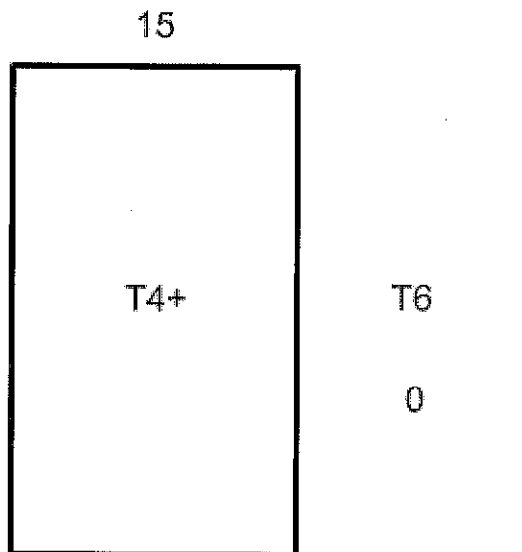
The character of the neighborhood has changed.

F.

1. The property is owned by Gregory Smith. Deeds have been provided.
2. The lots have been surveyed, and house plans will be completed when rezoning is approved. Construction will start when a building permit is issued, which usually takes two months. Lot prep and slab will take about three weeks, and framing about 30-45 days, depending on material and labor. Exterior siding, roofing, plumbing, HVAC, electrical, sheetrock, painting, flooring, and trim work will take approximately 45 days depending on the weather, labor, and materials. Driveway, landscape, and finishing will take about 14 days. Home should be ready for occupancy four months from permitting, depending on labor, materials, and the weather.
3. This change in zoning should not affect the surrounding land uses. Many other homes have been constructed using T4+ zoning in this area on East Cedar Drive, West Cedar Drive, and Oleander Drive. This change in zoning would allow land that has been vacant over 17 years to be used for housing similar to the area before Hurricane Katrina. Housing is needed in the area.
4. Change the zoning to T4+. This area has been improperly zoned for commercial use. A change to T4+ would correct this error.

Types of Proof

1. See attached map.
2. The area was vacant when it was zoned T6.
I have completed 11 new homes in the area with 4 more under construction since the zoning was changed to T4+.
4. See attached map.
6. Construction Activity- last 17 years in this area



Home	Home	Home	VACANT	VACANT	Garage	Home	VACANT	New Home	Home	VACANT	VACANT	VACANT	VACANT
30	29	28	T6	T6	For Home	2 1/2 T4	2 1/2 T4	2 2 T4	21 T4	20	19	18	17
			27	26	25 T4								

Ocean View Drive

VACANT	VACANT	T6	T4+
	50	33	HOME
VACANT	VACANT	T6	T4+
	49	34	HOME
1+ HOME	VACANT	T6	T4+
	48	35	HOME
+ New Coastal Underway	VACANT	T6	T4+
	47	36	HOME
VACANT	VACANT	T6	T4+
	46	37	HOME
VACANT	VACANT	T6	T4+
	45	38	HOME
VACANT	VACANT	T6	T6
	44	39	VACANT
VACANT	VACANT	T6	T6
		40	VACANT
VACANT	VACANT		
Not T4+	Not T4+		
	VACANT		

OCEAN DRIVE

Cedar Drive

T4+ HOME	17	NOT VACANT	T6
T6 VACANT	14	NOT VACANT	T6
T6 VACANT	13	NOT VACANT	T6
T4+ HOME	10	NOT VACANT	T6
T4+ HOME	9	NOT HOME	T4+
SIENNA CONDOS			

Laurel Drive

VACANT
ZONING
NOT
T4+

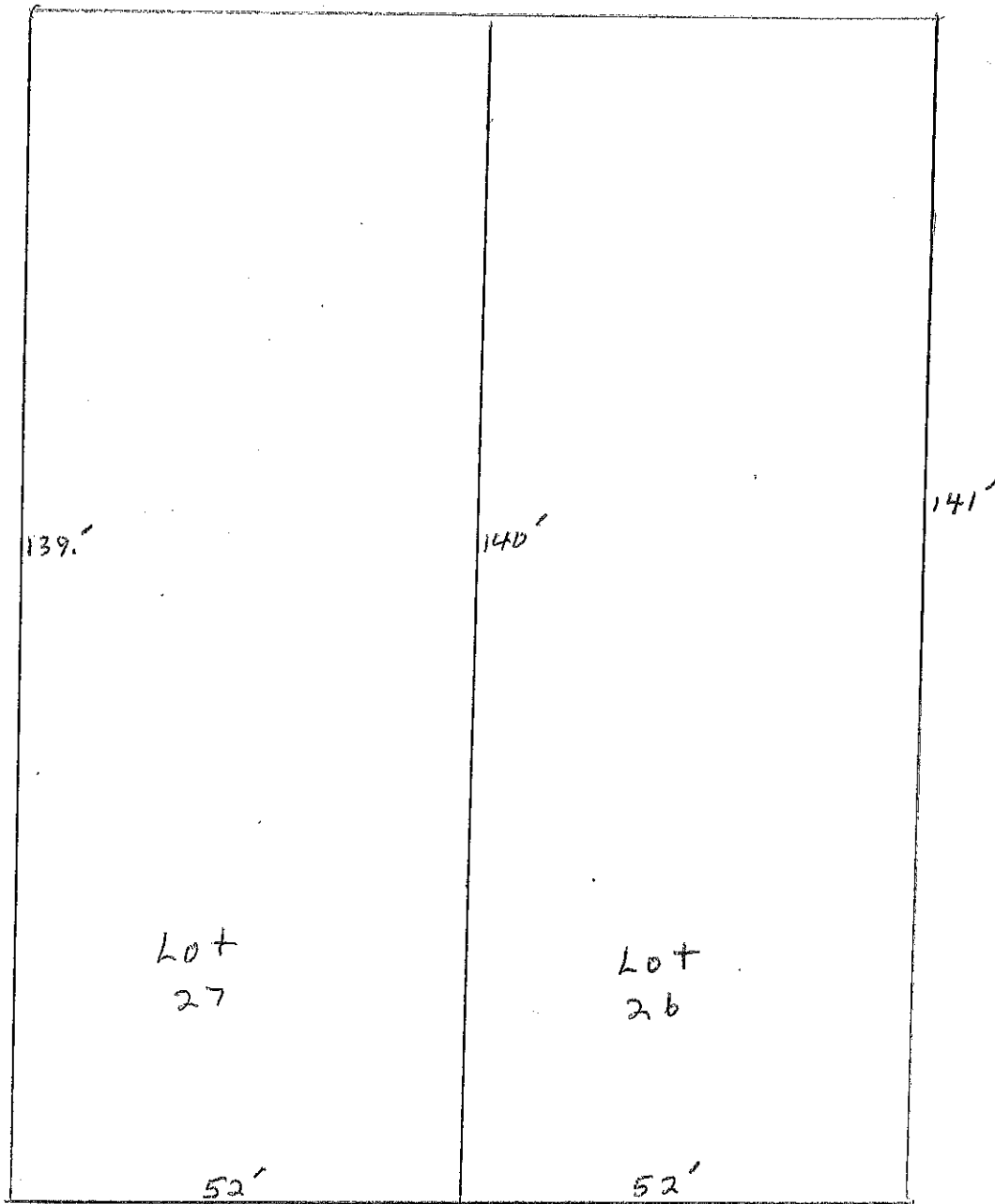
Beach Blvd

MAP FOR Types OF PROPF, #1. AND #4

Site Plan

Township Rd.

Cedar
Drive



Ocean View Dr.



SCANNED



[Signature] 1st JUDICIAL DISTRICT
Instrument 2023-0002391-D-J1
Filed/Recorded 02/09/2023 4:20:01 PM
Total Fees 26.00
4 Pages Recorded

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: Lot 26, Lakeland Subdivision First Judicial District of Harrison County, Mississippi

WARRANTY DEED

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

LILLIAN VARADI, a widow
PO BOX 980
COMO, MS
(662) 209-2393

do hereby sell, convey and specially warrant unto:

GREGORY T. SMITH
PO BOX 7704
GULFPORT, MS 39506
(228) 263-3456

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

Lot 26, Lakeland Subdivision, as per map or plat thereon file and of record
in the office of the Chancery Clerk, Harrison County, Mississippi, together
with all or any improvements thereon.

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

Taxes for the year 2023 are prorated between the Grantor and the Grantee,
the Grantee paying same when due.

WITNESS THE SIGNATURE of the Grantor, this the 1 day
February 2023.

BY: Lillian Varadi
LILLIAN VARADI



SCANNED



[Signature] 1st JUDICIAL DISTRICT
Instrument 2023-0002393-D-J1
Filed/Recorded 02/09/2023 4:21:01 P
Total Fees 26.00
4 Pages Recorded

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: Lot 27, Lakeland Subdivision First Judicial Dis
Harrison County, Mississippi

WARRANTY DEED

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

**LILLIAN VARADI, a widow
PO BOX 980
COMO, MS
(662) 209-2393**

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the Grantee paying same when due.

WITNESS THE SIGNATURE of the Grantor, this the 1 d
February 2023.

BY: Lillian Varadi
LILLIAN VARADI

STATE OF MISSISSIPPI

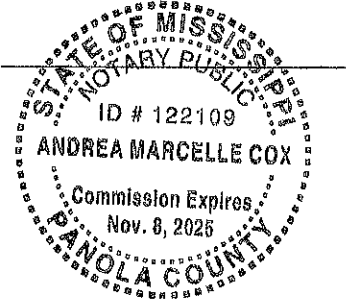
COUNTY OF Panola

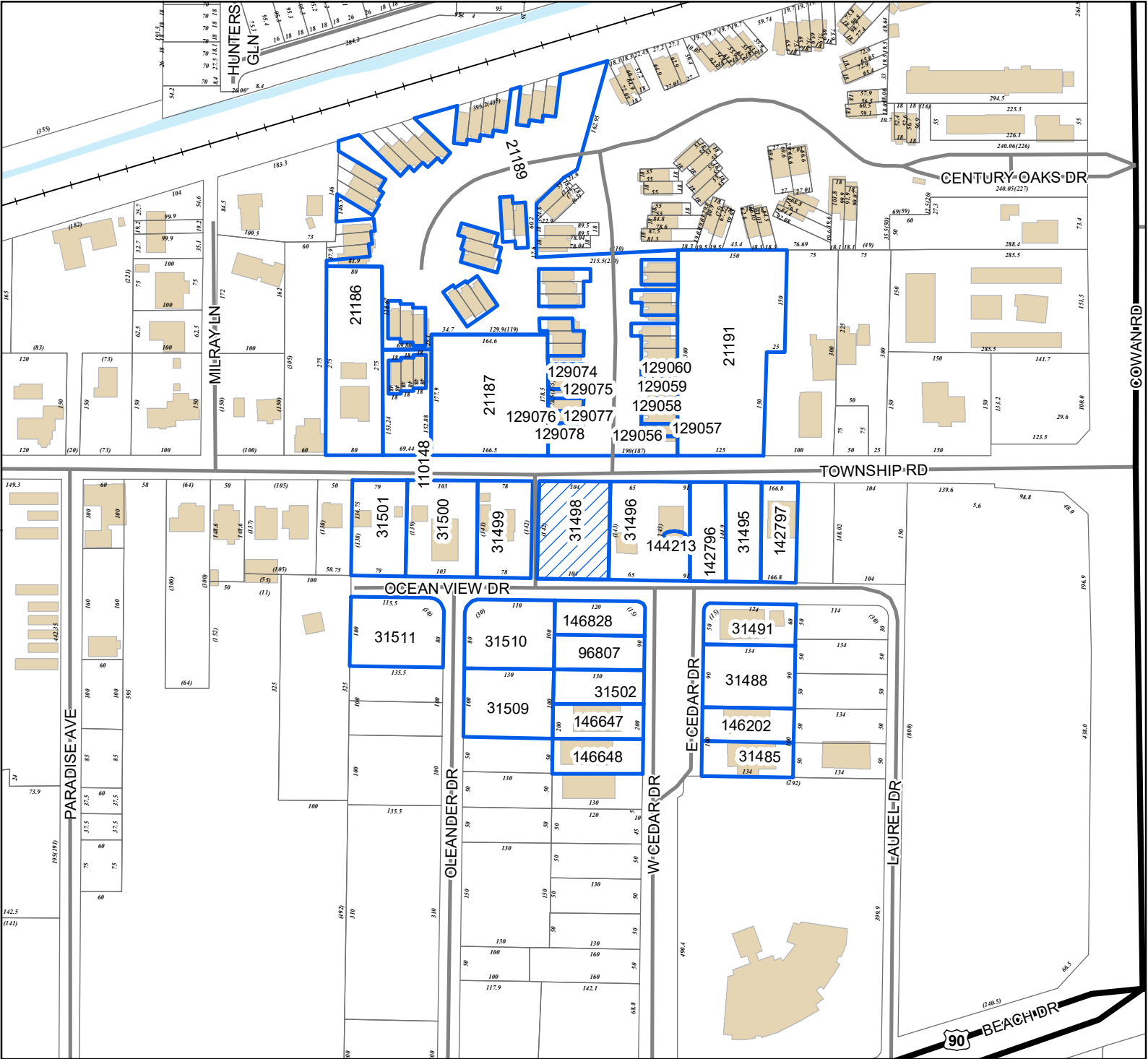
PERSONALLY, came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named Lillian Varadi, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority to do so.

WITNESS my hand and official seal of office on this the 1 day of February 2023.

Andrea Marcelle Cox
NOTARY PUBLIC

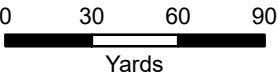
My Commission Expires:





Legend

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



1 inch = 200 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			GREGORY SMITH (OWNERS)	PO BOX 7704	GULFPORT	MS	39506
			Adjacent Property Owners(2305PC046)				
	31500	1011D-01-009.000	SUTTON CHARLES R & MARIA M	1039 OCEANVIEW DR	GULFPORT	MS	39507
	31496	1011D-01-005.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	31499	1011D-01-008.000	HAYES JOHN S & NINA J	1111 OCEAN VIEW DR	GULFPORT	MS	39507
	31498	1011D-01-007.000	VARADI JOHN M & LILLIAN	105 S MAIN ST	COMO	MS	38619
	31501	1011D-01-010.000	TILLINGHAST RENA OLIVIA	20589 SCARBOROUGH RD	SAUCIER	MS	39574
	31510	1011D-01-039.000	CHIVERS DENNIS	146 TEAGARDEN RD	GULFPORT	MS	39503
	31485	1011D-01-049.000	DREWES JASON E & WAGNER CARA B	134 E CEDAR DR	GULFPORT	MS	39507
	31511	1011D-01-025.000	BLUE RIBBON PROPERTIES LLC	390 FLY AWAY COURT	BILOXI	MS	39532
	31488	1011D-01-050.000	BROOKS M DENNIS & BECKY M	525 GLEN VALLEY WAY	GULFPORT	MS	39507
	31491	1011D-01-051.000	VARADI JOHN	P O BOX 980	COMO	MS	38619
	21186	1010M-03-013.000	HARRIS JOANN	1618 HENDERSON AVE	GULFPORT	MS	39501
	110148	1010M-03-010.001	IMPERIAL DEVELOPMENT III LLC	362 GULF BREEZE PKWY #111	GULF BREEZE	FL	32561
N	96807	1011D-01-040.001	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	129057	1010M-03-010.102	MCCORMICK RICHARD J & WALSH ALICE P	3520 BUTCHER DRIVE	SANTA CLARA	CA	95051
	129059	1010M-03-010.104	OZDEL ALP & ELSIE VIDAD	1339 BATTLEFORD DR	VIRGINIA BEACH	VA	23464
	129075	1010M-03-010.193	SCOTT MARK	15442 W ENCANTADA DRIVE	SURPRISE	AZ	85374
	129078	1010M-03-010.196	FS RENOVATIONS LLC	1101 CENTRY OAKS DR, A	GULFPORT	MS	39507
	21191	1010M-03-009.000	SWITZER KEITH & CRISTINA	4464 KENDALL CIRCLE	GULFPORT	MS	39507
	21189	1010M-03-010.000	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
	21187	1010M-03-012.000	CASMON DEVELOPMENTS LLC	1045 TOWNSHIP RD	GULFPORT	MS	39507
	129056	1010M-03-010.101	VICTORINO MONICA	704 S F STREET	OXNARD	CA	93030
	129058	1010M-03-010.103	BIANCHI SERAFINO & PATRICIA J	1100 C CENTURY OAKS DR	GULFPORT	MS	39507
	129060	1010M-03-010.105	JOHNSON DENNIS F & CAROL A	1110 CENTURY OAKS DR	GULFPORT	MS	39507
	129074	1010M-03-010.192	FOGT DERICK L & THY N	5213 MONTIANO LN	DUBLIN	CA	94568
	129076	1010M-03-010.194	RUSS PAMELA M	265 WEST COUNTYLINE RD	TOUGALOO	MS	39174
	129077	1010M-03-010.195	LEE FRANCES	1101 B CENTURY OAKS DR	GULFPORT	MS	39507
	142796	1011D-01-005.001	VARADI JOHN M & LILLIAN	105 SOUTH MAIN ST	COMO	MS	38619
	31495	1011D-01-004.000	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	142797	1011D-01-004.001	ALTENBAUMER LUANNE H & TERRY W	19003 SAM BASS COURT	CYPRESS	TX	77433
N	144213	1011D-01-005.002	PAPE WILLIAM C & VIRGINIA KAY	1044 LEWIS RD	RAYMOND	MS	39154
	146202	1011D-01-049.001	AUSTIN TONY L & JUDITH B	138 E CEDAR DR	GULFPORT	MS	39507
N	31502	1011D-01-040.000	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
N	146647	1011D-01-040.002	SMITH GREGORY	1444 MILL RD	GULFPORT	MS	39507
N	146648	1011D-01-040.003	TRIPLETT HOMES LLC	1444 MILL RD	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	146828	1011D-01-040.005	SMITH GREGORY T	PO BOX 7704	GULFPORT	MS	39506
	31509	1011D-01-038.000	NELSON LINDA G	2501 GULF AVE #19	GULFPORT	MS	39501

RE: Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

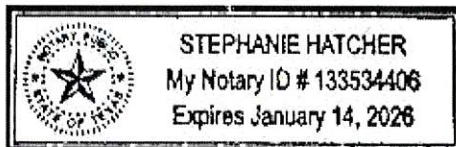
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

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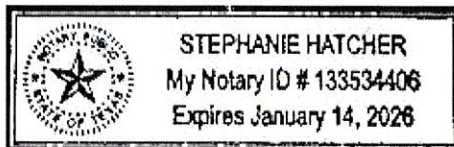
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

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Notary Public

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MEMORANDUM

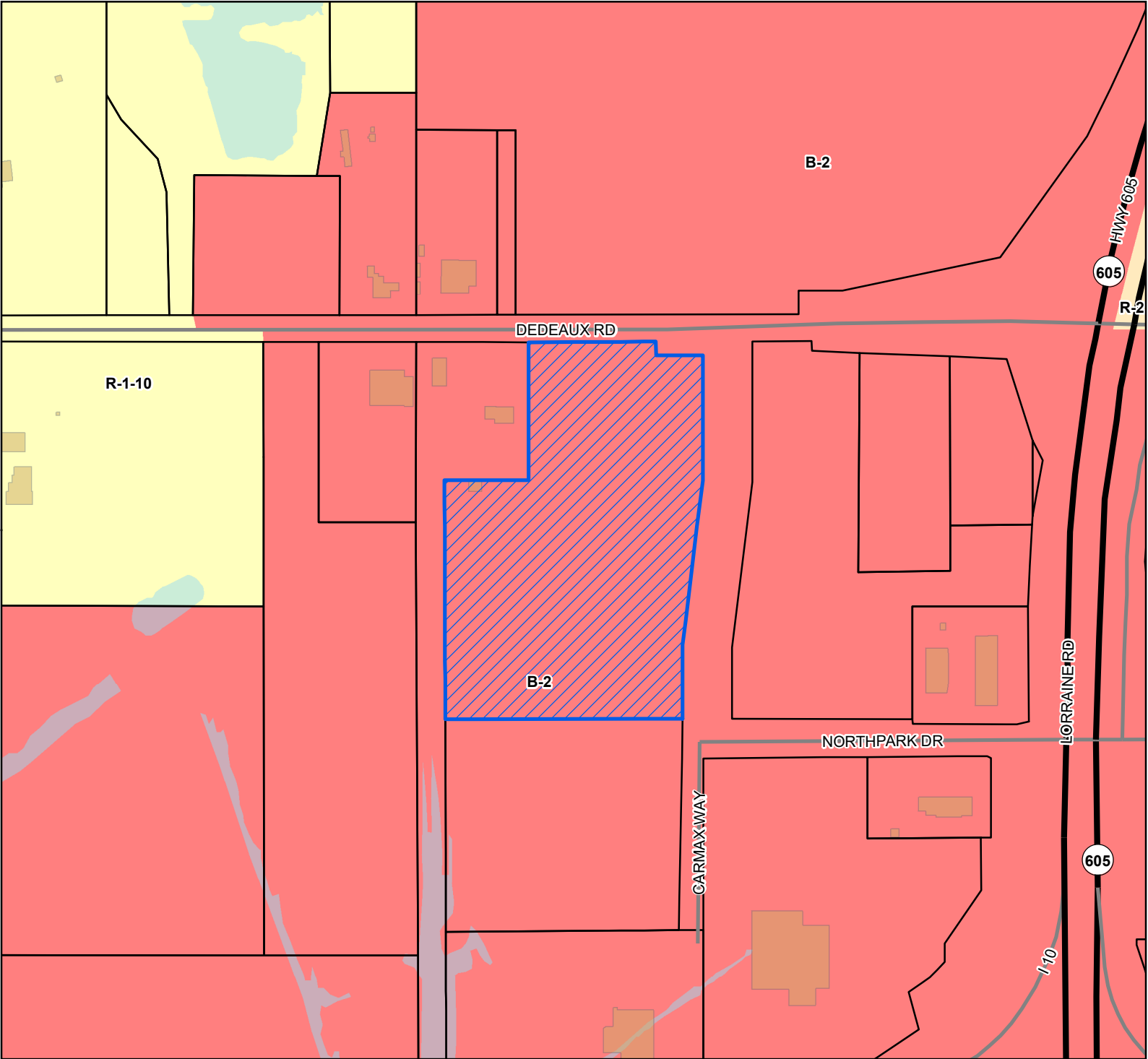
To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: Final Plat 2305PC053:
Withdrawn by Administration:

Final Plat 2305PC053, by agent Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for replatting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

B-2 - General Business District

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

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

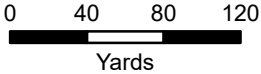
Site Information

1008M-04-006.000

Zoning: B-2 (General Business)

Size: 8.79 acres

Flood: X



1 inch = 300 feet



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



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

For Staff Use Only

Case File #: 2305PC053Date Received: 4/5/2023

Receipt #: _____

Received By: AAZoning: B-2Ward: 4 Flood: _____Size: 8.79 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #	1	0	0	8	M	-	0	4	-	0	0	6	•	0	0	0
						-			-				•			
						-			-				•			

Address of Property Involved: Dedaux Road

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

General Location: South side of Dedaux Road near Highway 605

GENERAL DESCRIPTION OF REQUEST:

To replat the existing Lot 2 of Gulfport Promenade into 4 lots, relocate the ingress & egress easement, and create a drainage easement

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

Northpark Holdings, LLC

Printed Name Of Owner
2591 23rd Avenue

Mailing Address
Gulfport MS 39501

City State Zip code
N/A N/A

Home Phone Work/Cell Phone
john@appleconstruction.com

Email

[Signature]
Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address
Biloxi MS 39530

City State Zip code
N/A (228) 436-7612

Home Phone Work/Cell Phone
nick@bmaengineers.com

Email

[Signature]
Signature Of Agent

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

☐

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

April 3, 2023

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

**RE: Final Plat
Gulfport Promenade
Tax Parcel No: 1008M-04-006.000
Gulfport, Mississippi**

To Whom It May Concern:

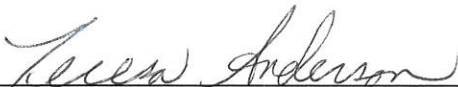
This is to advise that Northpark Holdings, LLC, currently owns property, more specifically located south of Dedeaux Road and west of Highway 605. Also being Tax Parcel No. 1008M-04-006.000.

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

Sincerely,



Northpark Holdings, LLC.
2591 23rd Avenue
Gulfport, MS 39501



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

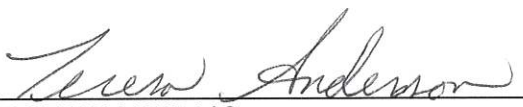
I, John Boothby, attest that there are no restrictive or prohibitive covenants prohibiting the rezoning of property associated with Tax Parcel #1008M-04-006.000


NORTPHARK HOLDINGS, LLC

DATE: 4/3/2023

Member
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 3rd day of April, 2023.


NOTARY PUBLIC





1st Judicial District
Instrument 2019-10360-D-J1
Filed/Recorded 12/13/2019 11:20 AM
Total Fees \$15.00
8 Pages Recorded

Space Above Line For Official Use Only

Instrument Prepared By and Return to: Robyn Minter Smyers, Esq. Thompson Hine LLP 3900 Key Tower 127 Public Square Cleveland, Ohio 44114 Telephone: (216) 566-5830 Reviewed for Compliance with MS Recording Requirements: Robert T. Schwartz, Esq. MS Bar Number 10482 Schwartz, Orgler & Jordan, PLLC 2355 Pass Road Biloxi, Mississippi 39531 Telephone: (228) 697-7441	Grantor's Name and Address: DDR Gulfport Promenade LLC c/o SITE Centers 3300 Enterprise Parkway Beachwood, Ohio 44122 Telephone: (216) 755-5751	Grantee's Name and Address: Northpark Holdings, LLC c/o Scott Delano 964 Emily Drive Biloxi, Mississippi 39532 Telephone: (228) 806-7418
To the Chancery Clerk of Harrison County, Mississippi: The real property described herein is located in the South ½ of NW ¼ of Section 7, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and Lots 1, 2, and 3, Gulfport Promenade Subdivision.		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **DDR GULFPORT PROMENADE LLC**, a Delaware limited liability company (the "Grantor"), does hereby sell, convey and warrant specially unto **NORTH PARK HOLDINGS, LLC**, a Mississippi limited liability company, (the "Grantee"), the land and property, together with all of Grantor's right, title and interest in adjacent streets, roads and alleys, and all appurtenant rights-of way and easements benefiting the land, described on Exhibit A attached hereto, situated in Harrison County, Mississippi (the "Property"), to-wit:

The Property is conveyed subject to, and there is excepted from the special warranty of this conveyance, those certain liens, encumbrances and other matters set forth on Exhibit B attached hereto.

For the same consideration, the Grantor conveys and quitclaims to Grantee all of Grantor's right, title and interest, including any after-acquired interest, in any land or rights in land adjacent or contiguous to the land specifically described above, including any strips or gores.

Grantee, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases (to the extent allowed by law) Grantor from any claims arising out of the environmental condition of the Property and all claims under any applicable federal, state or local environmental laws, which shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

It is agreed and understood that ad valorem taxes for the current year shall be paid by Grantee.

[NO FURTHER TEXT ON THIS PAGE]

WITNESS THE SIGNATURE OF THE GRANTOR on the date of the acknowledgment set forth below, to be effective as of the 12th day of December, 2019.

DDR GULFPORT PROMENADE LLC,
a Delaware limited liability company

By: 
Name: Daniel E. Branigan
Title: Vice President of Transactions

STATE OF OHIO

COUNTY OF CUYAHOGA

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of December 2019, within my jurisdiction, the within named Daniel E. Branigan, the Vice President of Transactions of DDR Gulfport Promenade LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do. No oath or affirmation was administered.


NOTARY PUBLIC

My commission expires:

MICHAEL S. OWENDOFF, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

37. Plat recorded in Book 59 at Page 25

38. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Jeffrey C. Collins, MS, P.S. No. 2742, on behalf of Brown, Mitchell & Alexander, Inc. on December 9, 2019, last revised December 11, 2019, designated Job No. 3637_DDR_ALTA:

- a. Lack of access to Highway 605
- b. Ditches for any purpose located on the subject premises
- c. Chain link fence of others encroaches onto the subject premises +/- 1.0' Southeast
- d. 8' Chain link fence of others encroaches onto the subject premises/is located on the Northwest boundary line
- e. 100' x 100' "STAGING AREA TEMPORARY EASEMENT"
- f. Utilities located on the subject premises without the benefit of recorded easements
- g. 1-Story Metal Building and adjoining improvements are located on, and encroach over the boundary lines of Lots 1 and 2 of Parcels 2-3, and is situated within the 100' unimproved Northpark Drive.

Exhibit A

Legal Description of the Property

The Land referred to herein below is situated in the County of Harrison, State of Mississippi, and is described as follows:

PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHWEST 1/4, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE LOCATED AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST (SAID POINT BEING THE POINT OF BEGINNING); FROM SAID POINT OF BEGINNING SOUTH 00°06'15" WEST 453.80 FEET ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF A PARCEL OF LAND FORMERLY TO SANDRA GUNTER (W.D. BOOK 972, PAGE 230); THENCE SOUTH 83°34'27" EAST 297.27 FEET ALONG THE NORTH LINE OF SAID PARCEL OF LAND FORMERLY TO SANDRA GUNTER TO AN IRON PIPE LOCATED ON A CURVE OF THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 605 (W.D. BOOK 1481, PAGE 235), ALSO REFERRED TO AS THE NEW COWAN-LORRAINE ROAD EXTENSION; THENCE SOUTHERLY 484.67 FEET ALONG A CURVE OF THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 605, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 4058.39 FEET WITH A CENTRAL ANGLE OF 6°50'33", ALSO HAVING A CHORD BEARING AND DISTANCE OF SOUTH 19°30'57" WEST 484.39 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE SOUTH 35°29'29" WEST 322.32 FEET ALONG THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 605 TO AN IRON ROD LOCATED ON THE NEW NORTH RIGHT-OF-WAY FOR THE RELOCATION OF DEDEAUX ROAD; THENCE WESTERLY AND SOUTHERLY ALONG SAID NEW NORTH RIGHT-OF-WAY FOR THE RELOCATION OF DEDEAUX ROAD AND/OR THE WEST RIGHT-OF-WAY OF STATE HIGHWAY 605 THE FOLLOWING THREE COURSES, SOUTH 77°54'40" WEST 348.63 FEET, NORTH 89°58'39" WEST 95.33 FEET, SOUTH 00°15'21" WEST 20.06 FEET TO THE EXISTING NORTH MARGIN OF DEDEAUX ROAD; THENCE SOUTH 89°54'39" WEST 637.95 FEET ALONG SAID EXISTING NORTH MARGIN OF DEDEAUX ROAD TO AN IRON ROD AT THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY TO SHARBEAR L.P. (W.D. BOOK 1599, PAGE 648); THENCE NORTH 00°05'44" WEST 400.26 FEET ALONG THE EAST LINE OF SAID SHARBEAR L.P. PROPERTY TO AN IRON ROD AT THE NORTHEAST CORNER OF SAID PROPERTY NOW OR FORMERLY TO SHARBEAR L.P.; THENCE NORTH 89°57'19" WEST 215.00 FEET ALONG THE NORTH LINE OF SAID SHARBEAR L.P. PROPERTY (W.D. BOOK 1599, PAGE 648) AND W.D. BOOK 1606, PAGE 139) TO AN IRON PIPE LOCATED ON THE WEST LINE OF THE

SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7 (AS PER W.D. BOOK 1606, PAGE 139); THENCE NORTH 00° 11'07" WEST 672.73 FEET ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO AN IRON ROD LOCATED AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO THE CITY OF GULFPORT (W.D. BOOK 1653, PAGE 585); THENCE NORTH 89°59'59" EAST 149.99 FEET TO AN IRON ROD LOCATED AT THE SOUTHEAST CORNER OF SAID CITY OF GULFPORT PROPERTY; THENCE NORTH 00°15'12" WEST 100.06 FEET TO AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF SAID CITY OF GULFPORT PROPERTY; THENCE SOUTH 89°54'33" WEST 150.00 FEET TO THE NORTHWEST CORNER OF SAID CITY OF GULFPORT PROPERTY, SAID CORNER ALSO BEING LOCATED ON THE WEST LINE OF SAID SOUTH WEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00°11'29" WEST 125.00 FEET ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7; THENCE NORTH 89°54'37" EAST 1347.35 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE SAID POINT OF BEGINNING, BEING THE SAME PROPERTY DESCRIBED BY DEED RECORDED AS INSTRUMENT NUMBER 2007-1526DJ1.

PARCELS 2-3

Lots 1, 2 and 3, Gulfport Promenade, a subdivision 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, in Plat Book 59 at Page 25, reference to which is hereby made in aid of and part of this description.

Exhibit B

1. All real estate taxes and assessments, both general and special, not yet due and payable.
2. Zoning and building ordinances.
3. All legal highways and rights of way.
4. Easement to United Gas Pipe Line Company, recorded in Book 244 at Page 552.
5. Easement to United Gas Pipe Line Company, recorded in Book 440 at Page 289.
6. Communication Systems Right of Way to Sea Breeze Communication Company, recorded in Book 1446 at Page 316.
7. Memorandum of Transfer and Contribution of Telecommunication Rights between Sea Breeze Communication Company and Koch Gateway Pipeline Company, recorded in Book 1524 at Page 415.
8. Warranty Deed, Permanent Utility Easements and Access Easement, and Temporary Construction Easement to City of Gulfport, Mississippi, recorded in Book 1653 at Page 585.
9. Permanent Utility and Access Easement to City of Gulfport, Mississippi, recorded as Instrument 2004-9732D-J1.
10. Disclaimer recorded in Book 664, Page 310.
11. Terms and conditions as stated in Warranty Deed to Mississippi Transportation Commission recorded in Book 1481 at Page 235.
12. Plat recorded in Book 395 at Page 481.
13. Plat recorded as Instrument 2009-486D-J1, Instrument 2015-2288D-J1 and as Instrument 2017-5004D-J1.
14. Restrictive Covenants recorded as Instrument 2002-9196D in Book 1607 at Page 638.
15. Declaration of Use Restrictions recorded as Instrument 2008-4129D-J1.
16. Certificate of Resubdivision recorded as Instrument 2008-5012D-J1 in Book 1605 at Page 74.
17. Declaration of Covenants, Restrictions and Easements recorded as Instrument 2015-4170D-J1.
18. Declaration of Covenants and Easements recorded as Instrument 2017-6303D-J1.

19. Covenants as per Warranty Deeds recorded in Book 1482 at Page 641, Book 1508 at Page 617, Book 1508 at Page 636, Book 1508 at Page 643 and Book 1509 at Page 12 and recorded as Instrument 2005-16132D-J1.
20. Right of Way to United Gas Pipe Line Company recorded in Book 244 at Page 427.
21. Right of Way to Mississippi Power Company recorded in Book 394 at Page 305.
22. Easement to Harrison County, Mississippi recorded in Book 402 at Page 151.
23. Quitclaim Deed to Marie Phalen Flanagan, recorded in Book 418 at Page 376.
24. Easement to Dedeaux Utility Company recorded in Book 1234 at Page 485.
25. Easement to Dedeaux Utility Company recorded in Book 1335 at Page 535.
26. Judgment No. 2401-2000-1306 to Mississippi Transportation Commission recorded as Instrument 2001-253 ID in Book 1536 at Page 430.
27. Temporary Easement to City of Gulfport, Mississippi recorded as Instrument 2003-280D in Book 1613 at Page 128.
28. Perpetual Easement to City of Gulfport, Mississippi recorded as Instrument 2003-282D in Book 1613 at Page 130.
29. Perpetual Easement to City of Gulfport, Mississippi recorded as Instrument 2003-283D in Book 1613 at Page 132.
30. Perpetual Easement to City of Gulfport, Mississippi recorded as Instrument 2003-285D in Book 1613 at Page 134.
31. Easement Agreement by and between Waring and Windham, a Mississippi general partnership and McDonald's Corporation, a Delaware corporation, recorded as Instrument 2002-9199D in Book 1608 at Page 1.
32. Easement for Ingress and Egress to City of Gulfport, Mississippi, recorded as Instrument 2008-7102D-J1.
33. Final Decree No. 76713, recorded in Book 885 at Page 199.
34. Ordinance No. 2254 recorded in Book 1523 at Page 199.
35. Agreement recorded as Instrument 2007-10073D-J1.
36. Warranty Deed to City of Gulfport, Mississippi, recorded as Instrument 2019-10242D-J1.

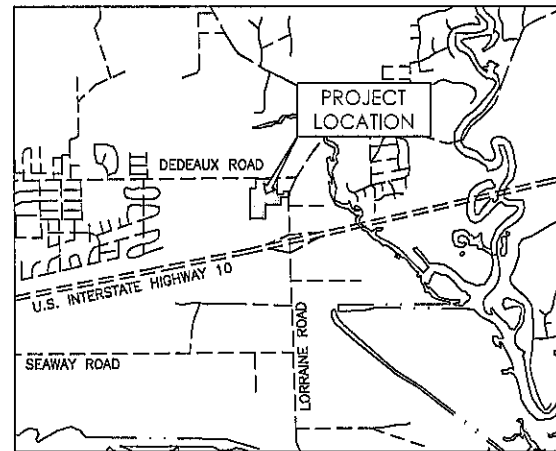
SUBDIVISION OF
GULFPORT PROMENADE
LOT 2

A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION:

Lot 2 of the Gulfport Promenade, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, Filed in Plat Book 59, Pages 25 and 26, in the Chancery Clerks Records of Plats of Harrison County, Mississippi.

Sold parcel contains +/- 384.925 square feet or +/- 8.837 acres.



VICINITY MAP
(N.T.S.)

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ALAN SEWARD, 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 _____, 2023.

CHRISTOPHER ALAN SEWARD, P.S. No. 3282

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, CHRISTOPHER ALAN SEWARD, 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 _____, 2023.

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 _____, 2023.

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 SUBDIVISION OF GULFPORT PROMENADE LOT 2 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

CHRISTOPHER ALAN SEWARD

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 _____, 2023.

GULFPORT CITY ENGINEER

OWNER'S DEDICATION

This is to certify that NORTHPARK HOLDINGS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of SUBDIVISION OF GULFPORT PROMENADE LOT 2, and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the ____ day of _____, 2023.

NORTHPARK HOLDINGS, LLC

By:

John Boothby, Manager

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JOHN BOOTHBY, Manager/Member, of NORTHPARK HOLDINGS, 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 _____, 2023.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of SUBDIVISION OF GULFPORT PROMENADE LOT 2 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 _____, 2023.

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 _____, 2023.

BILLY HEWES, MAYOR

F.B. "RUSTY" WALKER, IV,
COUNCIL PRESIDENT

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

BROWN, MITCHELL
& ALEXANDER, INC.



CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

SHEET 1 OF 2

A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



GRAPHIC SCALE
(IN FEET)

100 0 50 100

(1 INCH) (1 INCH)

Bearings are grid bearings based on the following datum: NAD83 (2011), Mississippi State Plane Coordinates, East Zone, (2301), (Epoch 2009.55), 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 = 0.999954626
Convergence Angle = -00°06'07.90655"
(at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

SHEET 2 OF 2

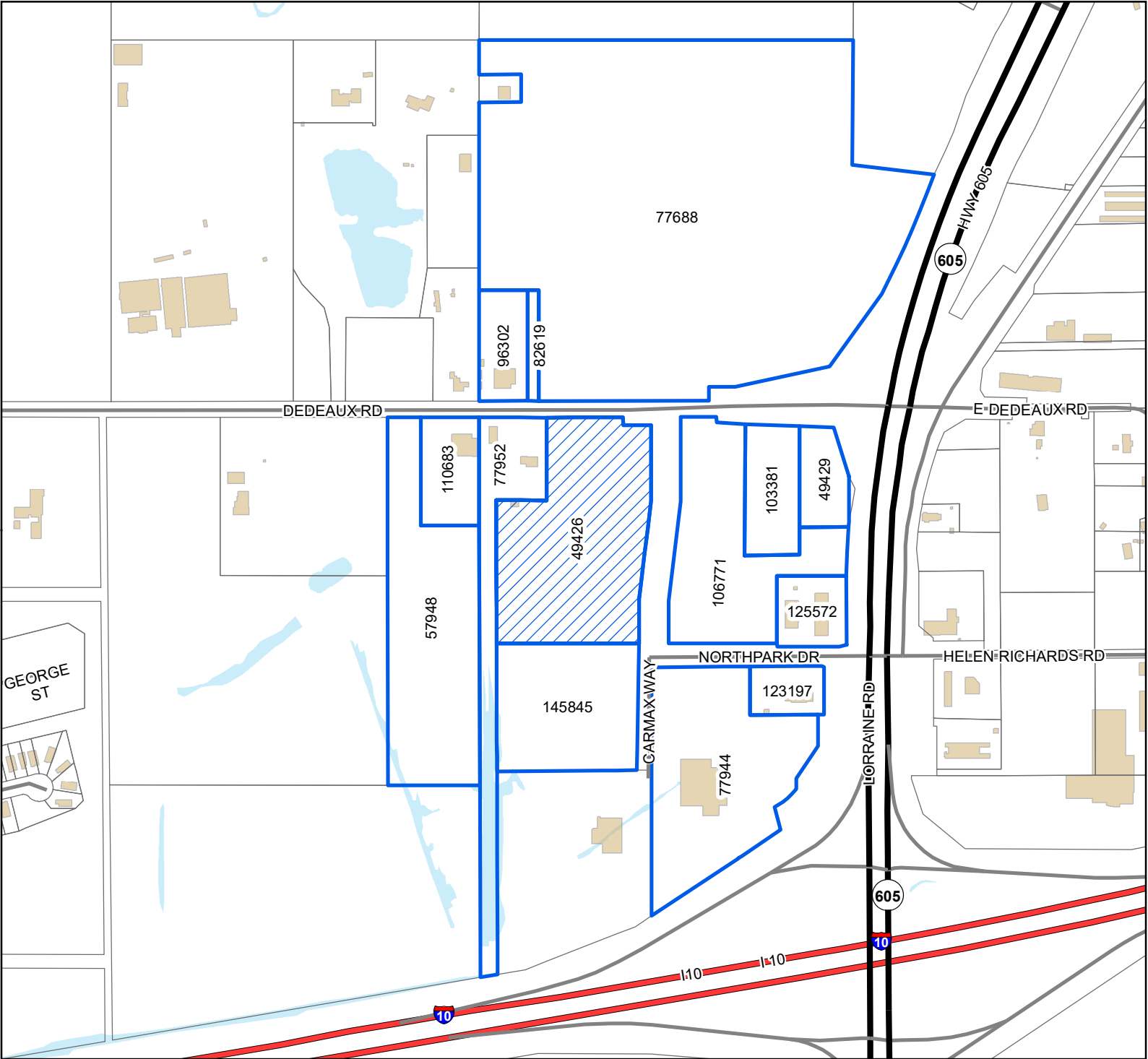
○ = 1/2" iron rod found (unless otherwise noted)
 ⊙ = 1/2" iron rod set
 ⊖ = magnetic nail found
 □ = conc. monument found

401 Cowan Road,
Suite A,
Gulfport, MS 39507
{228}864-7612
Fax{228}864-7676

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& ALEXANDER, INC.

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Fax: (228) 436-7676



Legend

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

0 80 160 240
Yards

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.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			NORTHPARK HOLDINGS LLC(OWNERS)	2591 23RD AVENUE	GULFPORT	MS	39501
			BROWN,MITCHELL & ALEXANDER, INC(AGENT)	131 RUE MAGNOLIA	BILOXI	MS	39530
			Adjacent Property Owners				
	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
N	96302	1008L-01-003.001	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
	82619	1008L-01-003.000	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
	77952	1008M-04-004.000	GULF SOUTH PIPELINE COMPANY LP	ATTN: DAVID HARDESTY	OWENSBORO	KY	42304
N	77688	1008L-01-002.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	57948	0908P-01-001.000	SMITH D C	29400 DESMAL SMITH RD	PERKINSTON	MS	39573
N	110683	0908P-01-001.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39502
	77944	1008M-04-003.000	MS INTERSTATE PROPERTIES LLC	ATTEN: ROBERT WEINMANN	METAIRIE	LA	70009
N	106771	1008M-04-003.002	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
N	49429	1008M-04-002.000	STOCK LLC	C/O MERWYN PEARSON	OMAHA	NB	68137
	125572	1008M-04-006.002	11207 LORRAINE ROAD LLC	431 PORT TERMINAL CIRCLE	VICKSBURG	MS	39183
N	49426	1008M-04-006.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	123197	1008M-04-006.001	MCDONALD'S REAL ESTATE COMPANY	6520 SUNPLEX DRIVE	OCEAN SPRINGS	MS	39564
	145845	1008M-04-006.004	2S LLC	211 BEAUVOIR ROAD	BILOXI	MS	39531

RE: Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for replatting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 25, 2023**, 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, May 25, 2023**. 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4 (Highway Business), Ward 7

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

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Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

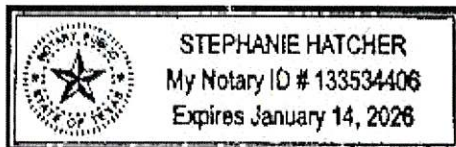
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

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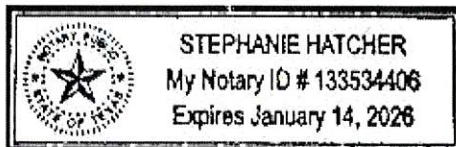
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Zoning Text Amendment 2305PC054:**

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."



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 #: 2305PC054Date Received: 4/12/2023

Receipt #: _____

Received By: [Signature]

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Amend in the Comprehensive Zoning Ordinance, the definition of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two-family dwelling units"

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 Applicant

AGENT

City of Gulfport Administration

Printed Name Of Owner

by & through the Legal Department

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

[Signature] Assistant City Attorney
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.

Text Amendment

Submission Requirements

- A. Attached.
- B. Not applicable.
- C. Not applicable.
- D. Please provide notice as required by law for a text amendment.
- E. Not applicable.
- F. 5. The proposed amendment to the definition of hotel does not involve “a change in classification of land [sic] necessary.” At present, the City does not intend to regulate the short term rental of a residential dwelling unit. The language proposed to be deleted from the Comprehensive Zoning Ordinance’s definition of hotel is presently creating confusion about where we allow for the short term rental of a single family home or a duplex. The proposed language is to clarify the City’s current lack of regulatory oversight of these types of uses.
- G.
 - 1. City of Gulfport, P.O. Box 1780, Gulfport, MS 39502
 - 2. See above – we are proceeding under 5. Ordinance changes.
 - 3. Not applicable.
 - 4. Effect of the proposed amendment – very little as the city has not actively prohibited short term rentals in single family homes or duplexes in a number of years. These type uses exist at present throughout our City.
 - 5. Not applicable.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – HOTEL BY AMENDING THE DEFINITION OF HOTEL TO REMOVE REFERENCE TO NIGHTLY AND WEEKLY RENTALS; AND FOR RELATED PURPOSES

WHEREAS, the City wishes to clarify that it does not prohibit or regulate in any way Short Term Rentals (i.e., rental of a residential dwelling for a period of less than thirty days); and

WHEREAS, presently, such rentals are referenced in the definition of “Hotel” in the Comprehensive Zoning Ordinance; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended to remove the reference to nightly and weekly rentals of one- and two-family dwelling units from the definition of “Hotel”:

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

SECTION 1: That Section I. Definitions (B) Words and Phrases – *Hotel* of the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended, as follows;

EXISTING:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel", "tourist court" and nightly and weekly

vacation rentals located in one- and two-family dwelling units.

AMEND TO READ:

Hotel: A building or group of buildings in which any sleeping quarters are furnished on a commercial basis to transients or to any person or persons for a period of less than one (1) month; the term includes "motel" and "tourist court."

SECTION 2. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances (Appendix A, Comprehensive Zoning Ordinance) to amend the definition of "hotel" by removing reference to nightly and weekly vacation rentals of one and two family dwelling units from the definition of "Hotel". A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 3: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this
the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor,
this the _____ day of _____, 2023.

MAYOR

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO AMEND SECTION I. DEFINITIONS, (B) WORDS AND PHRASES – HOTEL BY AMENDING THE DEFINITION OF HOTEL TO REMOVE REFERENCE TO NIGHTLY AND WEEKLY RENTALS; AND FOR RELATED PURPOSES

WHEREAS, the City wishes to clarify that it does not prohibit or regulate in any way Short Term Rentals (i.e., rental of a residential dwelling for a period of less than thirty days); and

WHEREAS, presently, such rentals are referenced in the definition of “Hotel” in the Comprehensive Zoning Ordinance; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended to remove the reference to nightly and weekly rentals of one- and two-family dwelling units from the definition of “Hotel”:

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AMEND TO READ:

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this
the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor,
this the _____ day of _____, 2023.

MAYOR



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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.

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IPL0121599
May 10 2023

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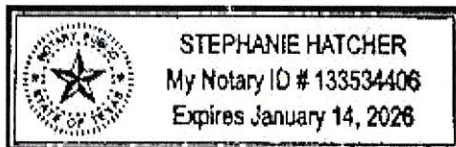
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Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
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City of Gulfport Planning Commission
IPL0121599
May 10 2023

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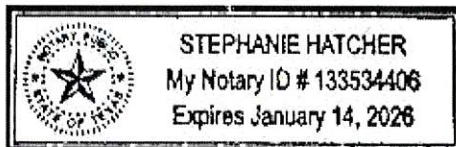
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Zoning Text Amendment 2305PC058:**

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.



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 #: 2305PC058Date Received: 4/18/23

Receipt #: _____

Received By: JJ

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Subdivisions
Amend various sections of Article III, Chapter 9, to eliminate
Planning Commission consideration of a final plat, to create
processes for Council consideration of a final plat, to eliminate
notice to tenants on sketch and general subdivision plans, and
to remove certified mail requirement for notices and to
otherwise streamline the final plat approval process

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 Applicant

AGENT

City of Gulfport - Administration

Printed Name Of Owner

by + through the legal Department

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

[Signature] Assistant City
Signature Of Owner Attorney

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.

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. Proof of ownership (Copy of deed or affidavit)
- C. If applicable, notarized proof of authority to act as agent for owner (board resolution, etc.)
- D. 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.
- E. Site Plan: Showing proposed development (Optional).
- F. Provide a written statement addressing the following reasons for your text amendment request:

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

1. Error – there is manifest error in the ordinance.
2. Change in Conditions: - changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to the ordinance necessary and desirable.

3. Increase in need for sites – increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district.
4. Annexation – it is necessary and desirable to classify territory hereafter annexed to the city to a district classification.
5. Ordinance changes – amendment of the ordinance not involving a change in classification of land necessary.
6. Change in governmental property – it is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the state of Mississippi or Harrison County.

G. The following items must be submitted when in a written statement you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:

1. Interest: The applicant or applicants name(s), address(es) and interest of any individual(s), firm(s) or corporation(s) represented by the applicant(s) in the application.
2. Condition for Change: State which one or more condition(s) exists which warrants the change to the zoning amendment. The six conditions defined in the ordinance are above.
3. Development Schedule: A development schedule must also be submitted. This should show the time schedule for the beginning and completion of mall development planned by the applicant in the area. The successive stages and the development for each stages should be shown if applicable.
4. Effects of Amendment: Provide a report giving the nature, description, and effect of the proposed amendment.
5. Error: The error in this ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

H. Cash or check payable to the City of Gulfport in the amount of \$175.00.

Text Amendment – Final Plat to Council

Submission Requirements:

- A. Attached
- B. Not applicable
- C. Not applicable
- D. Not applicable; please publish notice as otherwise required by law
- E. Not applicable
- F. We are proceeding under 5. The intent of these proposed changes is to eliminate the Planning Commission from Final Plat consideration, provide a process for direct consideration of the Final Plat by the City Council and to clean up several points within the Final Plat approval process to conform the ordinance to current practices.
- G.
 - 1. City of Gulfport, Mississippi, P.O. Box 1780, Gulfport, MS 39501
 - 2. We are proceeding under 5 – Ordinance changes
 - 3. Not applicable
 - 4. The primary effect of this amendment will be to shorten the time period that it takes for a developer/subdivider to obtain City Council approval of a final plat.
 - 5. None.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		\$98.32	2	77 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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 25, 2023 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 Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Special Exception 2304SE038, by agent Kenyetter Johnson, seeking approval for day care use at Tax Parcel 0808L-04-001.001, 15487 Oak Lane, Zoned B-4 (Highway Business) Ward 7

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Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

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This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:

05/10/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

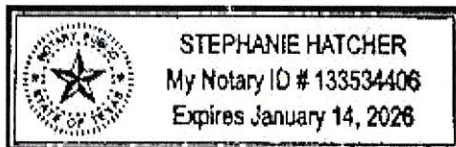
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
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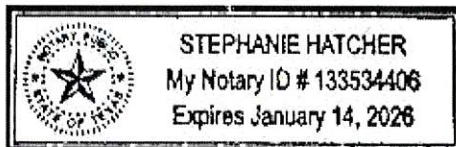
Stefani Beard

Sworn to and subscribed before me this 10th day of May in the year of 2023

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Notary Public

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Legal document please do not destroy!

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMEND VARIOUS SECTION OF CHAPTER 9, ARTICLE III OF THE CODE OF ORDINANCES; AND FOR RELATED PURPOSES

WHEREAS, the process for approval of a “final plat” presently requires that the Planning Commission first consider the final plat and make a recommendation concerning the same to the City Council which must, thereafter, either approve or disapprove the final plat; and

WHEREAS, the City desires to streamline the process for approval of a final plat by amending the city’s subdivision regulations (i.e., ordinances) to eliminate the requirement that a final plat first be considered by the Planning Commission and requiring, instead, that a final plat is considered only by the Mayor and City Council and to provide a process therefor; and

WHEREAS, the City also desires to make other limited changes to Section 9-48(a)(4) of the Code of Ordinances to remove the requirement that notice be sent to “tenants (if possible)” as the City has no way of knowing, reliable or otherwise, of determining who are tenants within the affected neighborhood and to remove the requirement that notices be mailed by “certified mail” to ensure that mail is delivered and not held for pick up and to Section 9-48 (d)(2) to remove certain reviewers from the final plat process; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the City’s subdivision regulations, which are codified at Chapter 9, Article III of the Code of Ordinances should be amended to reflect the changes outlined above

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

SECTION 1: That Chapter 9, Article III, Section 9-46 Definitions, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

Final plat means the final map or drawing on which the subdivision plan is submitted ~~to the planning commission for review and recommendation and to the mayor and city council for approval and which, if approved, will be submitted to the county chancery clerk for recording.~~

AMEND TO READ:

Final plat means the final map or drawing on which the subdivision plan is submitted to the mayor and city council for approval and which, if approved, will be submitted to the county chancery clerk for recording.

SECTION 2: That Chapter 9, Article III, Section 9-47(c) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

(c) *Application of regulations.* From and after July 7, 1964, the effective date of these subdivision regulations, every plat of land that is a subdivision shall be prepared, presented for approval and recorded as required herein, and no plat shall be recorded or shall have any validity unless it shall have been approved by the mayor and city council, ~~after review and recommendations by the city planning commission,~~ as having fulfilled the requirements of these regulations.

AMEND TO READ:

(c) *Application of regulations.* From and after July 7, 1964, the effective date of these subdivision regulations, every plat of land that is a subdivision shall be prepared, presented for approval and recorded as required herein, and no plat shall be recorded or shall have any validity unless it shall have been approved by the mayor and city council, as having fulfilled the requirements of these regulations.

SECTION 3: That Chapter 9, Article III, Section 9-48(a)(4) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(a)(4) Notice of public hearing on a subdivision sketch plan or, a general subdivision plan ~~or final plat~~ shall be published in a newspaper of general circulation not less than fifteen (15) days prior to the public hearing. Notices of the hearing shall be sent to the petitioner(s) and the owners ~~including tenants (if possible)~~ of all properties within the subdivision block and adjacent property owners within one hundred sixty (160) feet of the subject property fifteen (15) days prior to the hearing ~~by certified mail~~. At the discretion of the planning division administrator, additional notices may be sent to property owners/~~tenants~~ of the affected neighborhood.

AMEND TO READ:

(a)(4) Notice of public hearing on a subdivision sketch plan or a general subdivision plan shall be published in a newspaper of general circulation not less than fifteen (15) days prior to the public hearing. Notices of the hearing shall be sent to the petitioner(s) and the owners of all properties within the subdivision block and adjacent property owners within one hundred sixty (160) feet of the subject property fifteen (15) days prior to the hearing. At the discretion of the planning division administrator, additional notices may be sent to property owners of the affected neighborhood.

SECTION 4: That Chapter 9, Article III, Section 9-48(d)(2) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(2) *Submission and review.* Once the City Engineer has certified that the improvements are completed to the standards required by the City (or that a performance bond will suffice), the subdivider shall submit to the planning ~~commission~~ division staff (4) copies of the final plat, together with the attendant items required herein, with written application for final approval of the final plat. ~~at least seven fifteen (715) days prior to the city council meeting at which it is anticipated to be considered.~~ Within twenty days of receipt, the final plat, together with the attendant items required herein, shall be reviewed by the planning ~~commission~~ division staff and will be referred for review and report to the city engineer, ~~the county health officer,~~ the director of public works, ~~the utility agencies or companies concerned with the tract or adjacent tracts,~~ and other appropriate officials as determined by the Planning Administrator. The review shall take into consideration conformance to the approved general subdivision plan and fulfillment of any conditions of such approval and the proper installation of required improvements in conformance with the requirements of these regulations and other applicable standards and regulations.

AMEND TO READ:

(2) Submission and review. Once the City Engineer has certified that the improvements are completed to the standards required by the City (or that a performance bond will suffice), the subdivider shall submit to the planning division staff (4) copies of the final plat, together with the attendant items required herein, with written application for final approval of the final plat. Within twenty days of receipt, the final plat, together with the attendant items required herein, shall be reviewed by the planning division staff and will be referred for review and report to the city engineer, the director of public works, and other appropriate officials as determined by the Planning Administrator. The review shall take into consideration conformance to the approved general subdivision plan and fulfillment of any conditions of such approval and the proper installation of required improvements in conformance with the requirements of these regulations and other applicable standards and regulations.

SECTION 5: That Chapter 9, Article III, Section 9-48(d)(3) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(3) Action on final plat. ~~Before acting on the final plat, the planning commission shall give notice by registered mail to the subdivider and owner of the land, whose name and address is shown on the plat, of the time and place of the hearing to be held on the plat, at least five (5) days before the date fixed for such hearing. Similar notices shall be mailed to the owners of land immediately adjoining the platted land, as their names appear on the county assessment rolls. The planning commission shall act upon the final plat within forty-five (45) days after its submission and shall communicate in writing its recommendation for approval or disapproval to the mayor and city council and to the subdivider. In the case of disapproval, the planning commission shall state the ground of disapproval.~~ During the twenty day review period, the planning division staff and the Departments of Public Works and Engineering will develop written recommendations as to the final plat for consideration by the mayor and city council and must all recommend approval before the final plat is referred to the mayor and city council for consideration. Once the review period is complete, the final plat, along with the recommendations of the Departments of Public Works, Engineering and Urban Development, will be submitted for the next available City Council agenda. Notwithstanding the foregoing, defects or deficiencies in the proposed final plat or other issues associated with the proposed subdivision may result in delay of consideration of the final plat by the mayor and city council. At least seven (7) days before the plat is to be considered by the mayor and city council, notice of consideration of the final plat by the city council shall be published in a newspaper of general circulation. At the discretion of the planning administrator, written notice of said consideration

shall be mailed by the planning division staff to the same parties noticed at the time of consideration of the general subdivision plan by the planning commission.

AMEND TO READ:

(3) During the twenty day review period, the planning division staff and the Departments of Public Works and Engineering will develop written recommendations as to the final plat for consideration by the mayor and city council and must all recommend approval before the final plat is referred to the mayor and city council for consideration. Once the review period is complete, the final plat, along with the recommendations of the Departments of Public Works, Engineering and Urban Development, will be submitted for the next available City Council agenda. Notwithstanding the foregoing, defects or deficiencies in the proposed final plat or other issues associated with the proposed subdivision may result in delay of consideration of the final plat by the mayor and city council. At least seven (7) days before the plat is to be considered by the mayor and city council, notice of consideration of the final plat by the city council shall be published in a newspaper of general circulation. At the discretion of the planning administrator, written notice of said consideration shall be mailed by the planning division staff to the same parties noticed at the time of consideration of the general subdivision plan by the planning commission.

SECTION 6: That Chapter 9, Article III, Section 9-48(d)(4) be and the same is hereby amended, as follows:

EXISTING (material to be deleted is stricken, material to be added is underlined):

(4) Effect of approval. Approval of a final plat by the mayor and city council shall be null and void if the final plat is not recorded in the records of the county chancery clerk within ninety (90) days after the date of approval unless, upon application by the subdivider, the mayor and city council grant an extension. ~~Approval of a final plat shall not constitute acceptance by the public of the dedication of a street or other public way, park or space.~~ Approval of a final plat does not free the subdivider of the obligation to complete of any outstanding work or improvements within the subdivision that is the subject of a completion or performance bond or to complete any maintenance and repairs associated with any warranty period or bond involving the subdivision.

AMEND TO READ:

(4) Effect of approval. Approval of a final plat by the mayor and city council shall be null and void if the final plat is not recorded in the records of the county chancery clerk within ninety (90) days after the date of approval unless, upon application by the subdivider, the mayor and city council grant an

extension. Approval of a final plat does not free the subdivider of the obligation to complete of any outstanding work or improvements within the subdivision that is the subject of a completion or performance bond or to complete any maintenance and repairs associated with any warranty period or bond involving the subdivision.

SECTION 7: That Chapter 9, Article III, Section 9-49(C)(1) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in stricken, material to be added is underlined):

(C)(1) General Form. The final plat shall show accurately the subdivision as established on the ground and in relation to its surroundings. It shall be drawn to a scale of one (1) inch equals two hundred (200) feet, and the sheet size shall not be larger than eighteen (18) inches by twenty-four (24) inches. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivision. For large subdivisions, the final plat may be submitted for approval progressively in continuous sections satisfactory to the planning ~~commission~~ division staff. All plats shall conform to the requirements of the laws of Mississippi, Miss. Code Ann. 1972, Title 19, Chapter 27 (Section 19-27-1 et seq.).

AMEND TO READ:

(C)(1) General Form. The final plat shall show accurately the subdivision as established on the ground and in relation to its surroundings. It shall be drawn to a scale of one (1) inch equals two hundred (200) feet, and the sheet size shall not be larger than eighteen (18) inches by twenty-four (24) inches. Where necessary, the plat may be on several sheets accompanied by an index sheet showing the entire subdivision. For large subdivision. For large subdivisions, the final plat may be submitted for approval progressively in continuous sections satisfactory to the planning division staff. All plats shall conform to the requirements of the laws of Mississippi, Miss. Code Ann. 1972, Title 19, Chapter 27 (Section 19-27-1 et seq.).

SECTION 8. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances (various sections in Article III, Chapter 9) to eliminate the requirement that a final plat first be considered by the Planning Commission and requiring, instead, that a final plat is considered only by the Mayor and City Council and to provide a process therefor and to remove the requirement that notice be sent to “tenants (if possible)” as

the City has no way of knowing, reliable or otherwise, of determining who are tenants within the affected neighborhood and to remove the requirement that notices be mailed by “certified mail” to ensure that mail is delivered and not held for pick up and to Section 9-48 (d)(2) to remove certain reviewers from the final plat process. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 9: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor,
this the _____ day of _____, 2023.

MAYOR



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 #: 2305PC059Date Received: 4/25/2023

Receipt #: _____

Received By: 22

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

59-1066
Amend the Sign Ordinance to provide for a limited
exemption from certain provisions (size, type,
location & placement) for signs placed on property
owned by the Gulfport Redevelopment Commission &
to provide for City approval of size, type, location & placement.

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 - Administration
Printed Name Of Owner

Printed Name Of Agent

Mailing Address

Mailing Address

City State Zip code

City State Zip code

Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

Email

Email

Signature Of Owner

Signature Of Agent

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



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

Sign Ordinance Amendment

Submission Requirements

- A. Attached.
- B. N/A
- C. N/A
- D. N/A – please notice as appropriate under the ordinance
- E. N/A
- F. N/A as this is not an amendment to the Zoning Ordinance
- G.
 - 1. Interest – City of Gulfport
 - 2. Effect of Amendment – the effect of the amendment will be to exempt signs sought to be placed on property owned by the City of Gulfport’s Urban Renewal Agency (Gulfport Redevelopment Commission) from the sign ordinance’s requirements as to size, type, location and placement and to require that such signs be approved, in advance, as to those factors by the City’s Governing Authority (i.e., Mayor and City Council).
 - 3. Error – not applicable



Beaufort Gazette
Belleville News-Democrat
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Herald Sun - Durham
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Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
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The Olympian
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AFFIDAVIT OF PUBLICATION

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Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

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IPL0121599
May 10 2023

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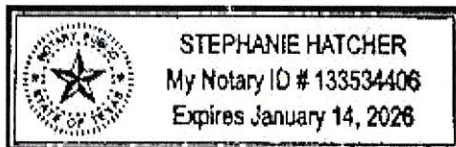
Stefani Beard

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Stephanie Hatcher

Notary Public

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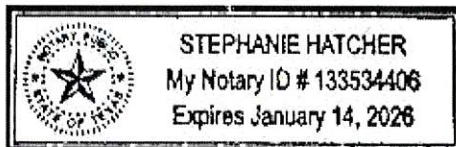
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MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Zoning Text Amendment 2305PC060:**

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.



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 #: 2305 PC 060Date Received: 4/25/2023

Receipt #: _____

Received By: df

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

To amend the Comprehensive Zoning Ordinance (Appendix A)
at Sec I and Sec IV (A) to add non motorized trailers to
the definition of mobile food vendors, to add additional uses
residential uses to the mobile areas where mobile food
vendors may operate and to reorganize the existing
ordinance.

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 - Administration

Printed Name Of Owner

Printed Name Of Agent

by & through the legal Department

Mailing Address

Mailing Address

City

State

Zip code

City

State

Zip code

Home Phone

Work/Cell Phone

Home Phone

Work/Cell Phone

Email

Email

Asst City Atty

Signature Of Owner

Signature Of Agent

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



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

Zoning Ordinance Amendment – Mobile Food Vendors

Submission Requirements

- A. Attached.
- B. N/A
- C. N/A
- D. N/A – please notice as appropriate under the ordinance and state law
- E. N/A
- F. 5 – Ordinance Changes
- G.
 - 1. Interest – City of Gulfport
 - 2. 5
 - 3. N/Z
 - 4. Effect of Amendment – the effect of the amendment will be make mobile food vendors operating out of non-motorized trailers subject to the zoning ordinance and to allow the temporary use of a mobile food truck in a residential area for limited purposes.
 - 5. Error – not applicable



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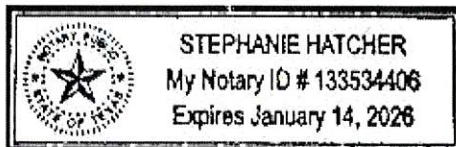
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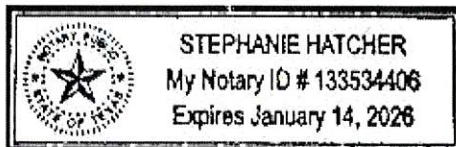
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There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APPENDIX A TO THE CITY OF GULFPORT CODE OF ORDINANCES (SECTIONS I AND IV(A)(9) OF APPENDIX A); AND FOR RELATED PURPOSES

WHEREAS, as the popularity of mobile food vendors (i.e., “food trucks”) has risen over the last several years, it is necessary to adapt the zoning ordinance to account for developments in the mobile food vending industry; and

WHEREAS, the City desires to include non-motorized trailers in the definition of a “mobile food vendor” as well as provide for a limited expansion of the operation of a mobile food vending business in certain residential zones in connection with private social events; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the City’s Comprehensive Zoning Ordinance, which is codified at Appendix A of the Code of Ordinances should be amended to reflect the changes outlined above

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

SECTION 1: That Appendix A, Section I Definitions, be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

Mobile food vendor: One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for such purpose.

AMEND TO READ:

Mobile food vendor: One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for such purpose.

SECTION 2: That Appendix A, Section IV (A)(9) be and the same is hereby amended, as follows:

EXISTING (material to be deleted in ~~stricken~~, material to be added is underlined):

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity or private social event (Civic activities are excluded from this regulation), and adheres to the following conditions:

- a. Must be located on the same building site as the special event.
- b. Frequency of extended parking is restricted to no more than three (3) consecutive days nor for more than nine (9) days within a one-year period.
- c. Must submit a detailed site plan.
- d. Vehicle cannot be parked in a manner that blocks traffic aisles or reduces required parking on the site.
- e. Acquire any and all permits or licenses required by the City of Gulfport.

The sale of ice cream and snowballs from a motor vehicle equipped for such purposes is allowed in R-1, R-2, R-B, and R-O zoning districts subject to the following restrictions:

- a. Extended parking for such sales is strictly prohibited.
- b. Stopping shall be permitted only at the right-hand curbside of the street (right-hand shall be deemed to be the curb which is on the right side of the vehicle when facing the front thereof).
- c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.
- d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.
- e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

AMEND TO READ:

Mobile food vendor. One who is engaged in the sale of prepared food from a motor vehicle or non-motorized trailer equipped for the preparation and sale of said food. Sales of this nature are allowed in B-1, B-2, I-1, I-2, T-5, and T-6 zoning districts. In addition, such sales

may be allowed in R-1, R-2, R-B, R-O, T-3, T4L, and T4+ zoning districts only at construction sites for a period of time not to exceed the completion of the construction project. Vendors are expected to vacate the premise on which such sales are being made once all patrons have been served. Extended parking for such sales is strictly prohibited. However, vendor may apply for a temporary Certificate of Zoning Compliance from the office of Urban Development for extended parking if it is connected with a special event for a commercial activity or private social event (Civic activities are excluded from this regulation), and adheres to the following conditions:

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- c. Must submit a detailed site plan.
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- e. Acquire any and all permits or licenses required by the City of Gulfport.

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- c. Dispensing of food products shall be made only from a window on the curbside of subject vehicle.
- d. Each such vehicle shall be equipped with at least one yellow caution flashing light which shall be in operation at all times when goods are being dispensed.
- e. Each such vehicle shall be equipped with a stop-arm assembly similar to that used on school buses for the control of traffic during the time such vehicle is stopped, and such stop-arm assembly shall be utilized at all times when goods are being dispensed and people are in the vicinity.

SECTION 3. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances (Appendix A, Sections I and IV (A)(9)) to add non-motorized trailers to the definition of a “mobile food vendor” and to provide for a limited expansion of the use in certain residential zones for private social events. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of

the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 4: This Ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR

MEMORANDUM

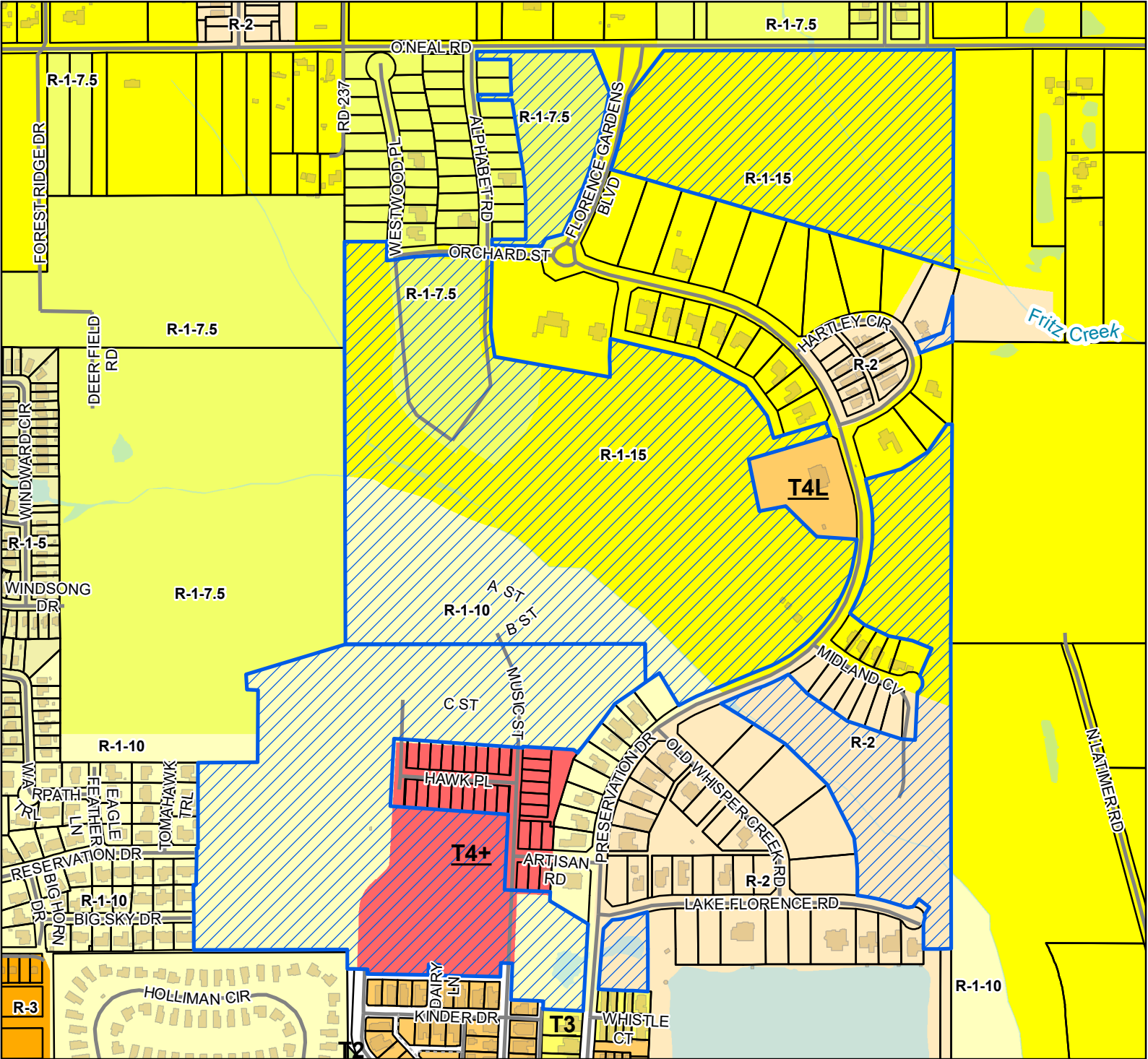
To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 25, 2023

Re: **Final Plat 2204PC062:**

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



Site

Street

Alley

Parcels

Buildings

Water Features

Smart Code

T4+

T4L

T3

T2

Zoning

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

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

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

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

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

R-3 - General Residence (High Density)

Site Information

0908C-01-001.000

0908E-01-001.001

Zoning: R-1-10 (Single-family) and R-1-15 (Single-family)

Size: 168 acres

Flood: X

0

100

200

300

Yards

1 inch = 615 feet

N

E

S

W

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



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

APPLICATION FOR FINAL PLAT

Property Information

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

For Staff Use Only
Case File #: 2204 PC 062
Date Received: 3/4/22
Receipt #: _____
Received By: CL
Zoning: R-1-10 / R-1-15
Ward: _____ Flood: _____
Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: South of Orchard Street; North of Hawk Place; Near Western Property Boundary

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 24 lots for the purpose of sale from home development

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

Email

Signature Of Agent

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

☐

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

February 21, 2022

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

**RE: Authority to Act as Agent – Final Plat Approval
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908E-01-001.001 and 0908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

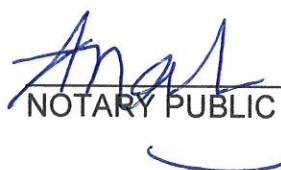
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Orchard Street; North of Hawk Place, Gulfport, Mississippi (also being tax parcel: 0908E-01-001.001 and 090C-01-001.000).

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

Sincerely,



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



NOTARY PUBLIC



February 21, 2022

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

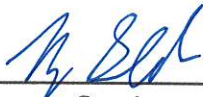
**RE: Covenants
Florence Gardens, Phase 9
(Tax Parcel No(s): 0908C-01-001.000 and 0908E-01-001.001)
Gulfport, Mississippi**

To Whom It May Concern:

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

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



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



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

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


FLORENCE GARDENS, LLC

DATE: 2-22-22

VICE PRESIDENT
TITLE

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


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



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

WARRANTY DEED

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

SEE ATTACHED EXHIBIT "A"

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

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

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

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *Martin C. Goldin*
Martin C. Goldin, Member

34054-09

~~3262-14~~

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

EXHIBIT A
Page 1

PARCEL I

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

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

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

EXHIBIT A
Page 2

PARCEL II

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

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

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, S00°13'23"W 25.84' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°24'10"W 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, S00°08'28"E 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°53'59"W 1346.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, N00°11'30"W 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, S89°46'21"W 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, N00°35'03"W 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 2, N00°37'03"W 838.84' TO AN IRON PIPE FOUND; THENCE N00°24'31"E 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, N89°48'18"E 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

5

EXHIBIT A
Page 3

PARCEL III

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

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°28'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'06" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

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

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 80.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

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

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

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

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



FLORENCE GARDENS

Master Deed Restrictions

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

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

IMPOSITION OF DEED RESTRICTIONS:

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

ARTICLE I:

Definitions

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

1.2. Documents.

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

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

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

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

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

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

1.3 Parties.

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

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

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

1.4 Land Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Design Review Definitions.

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

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

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

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

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

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

1.6 Association Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: | Development
Plan

2.1 Mixed Use.

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

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

2.2 Property Subject to Master Deed Restrictions.

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

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

- (i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or
- (ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

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

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

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

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

ARTICLE III: | Design Standards

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

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

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

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

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

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

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

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

3.3 [Intentionally Deleted]

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

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

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

ARTICLE IV: | Review
Procedure

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

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

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

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

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

4.2 Construction Subject to Review.

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

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

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

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

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

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

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

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

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

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

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

4.3 Review Procedure.

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

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

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

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

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

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

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

4.4 Approval of Architects, Builders.

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

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

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

4.5 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4 Subordination to Mortgage.

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

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

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

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

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

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

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

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

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

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

ARTICLE VI: | Founder's Additional
Reserved Rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.4 Name.

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

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

ARTICLE VII: | General Provisions

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

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

7.3 Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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

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

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



FLORENCE GARDENS

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

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

STATEMENT OF PURPOSE:

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

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

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

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

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

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

DECLARATION:

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

ARTICLE I: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.24 [Intentionally Deleted]

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

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

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

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

ARTICLE II:

Property comprising the Neighborhood

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

2.2 Development Plan.

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

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

2.3 Additional Property.

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

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

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

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

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

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

2.4 [Intentionally Deleted]

2.5 Zones.

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

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

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

ARTICLE III:

Easements

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

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

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

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

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

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

3.2 Relationship between Lots.

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

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

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

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

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

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

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

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

ARTICLE IV:

Commons

4.1 Title.

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

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

4.2 Maintenance; Capital Improvements.

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

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

4.3 Owners' Easements of Access and Enjoyment.

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

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

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

4.4 Use of Commons.

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

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

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

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

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

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

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

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

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

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

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

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

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

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

ARTICLE VI:

Owners' Association

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Election of Board of Directors.

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

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

6.13 Classes of Votes.

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

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

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

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

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

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

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

6.16 Limitation of Liability and Indemnification.

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

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

ARTICLE VII: Decision Making

7.1 Neighborhood Meeting.

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

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

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

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

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

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

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

7.3 Board Meetings.

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

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

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

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

ARTICLE VIII: Association Budget

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

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

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

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

8.4 Preparation and Approval of Annual Budget.

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

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

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

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

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

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

8.7 Zone Expenses.

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

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

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

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

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

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

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

ARTICLE IX:

Allocation of Expenses

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

9.2 [Intentionally Deleted]

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

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

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

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

ARTICLE X:

Covenants for Maintenance Assessments

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

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

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

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

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

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

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

10.3 General Assessments.

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

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

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

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

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

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

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

10.7 Effect of Nonpayment of Assessment; Remedies

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

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

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

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

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

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

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

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

ARTICLE XI:

Use of Parcels

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

11.1 Permitted Uses.

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

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

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

11.2 Prohibited Uses.

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

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

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

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

11.3 Attractiveness and Safety of Parcels.

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

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

Association may change sign design requirements at any time.

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

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

(c) Parking and Vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.10 Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII:

Insurance

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

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

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

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

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

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

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

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

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

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

12.5 Repair and Reconstruction after Fire or Other Casualty.

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

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

ARTICLE XIII:

Amendment, Redevelopment and Termination

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

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

13.1 Amendment.

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

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

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

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

13.2 Dedication.

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

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

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

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

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

13.3 Redevelopment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV:

General Provisions

14.1 Interpretation.

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

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

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

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

14.3 Enforcement of Declaration.

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

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

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

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

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

14.6 Consent of Mortgagees.

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

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

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

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

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

14.9 Residential Unit Sizes and Setbacks.

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

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

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

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

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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

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

February 28, 2022

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

**RE: Application for Final Plat
Florence Gardens, Phase 9
Gulfport, Mississippi**

Dear Mr. Holmes:

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

- Application for Final Plat
- Proof of Ownership
- Authority to Act as Agent (Notarized)
- Final Plat (7 copies 11"x17", 2 CD's containing AutoCAD.DWG file)
- Protective Covenants
- Check for Application Fee

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

Sincerely,



Nicholas Gant, P.E.

Enclosures

FLORENCE GARDENS

PHASE 9

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION

A parcel of land being located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

Beginning at a 1/2" iron rod found at the Northwest corner of Florence Gardens, Phase 6, as recorded in Plat Book 56, Page 56, said Point Of Beginning having grid coordinates N.350316.85 and E.912675.04 based on the Mississippi State Plane Grid Coordinate System, East Zone, (2301), NAD '83, U.S. Survey feet, coordinates and courses herein are grid values based on said grid coordinate system using a scale factor of 0.999955869 with a convergence angle of -00°06'54.63465" (at the Point Of Beginning); thence S 03°14'42" W 118.94 feet along the West boundary of Florence Gardens, Phase 6 to a 1/2" iron rod set; thence West 150.14 feet to a 1/2" iron rod set; thence N 03°18'34" E 284.49 feet to a 1/2" iron rod set; thence N 04°35'26" W 54.07 feet to a 1/2" iron rod set; thence N 21°20'58" W 61.54 feet to a 1/2" iron rod set; thence N 17°35'17" W 90.80 feet to a 1/2" iron rod set; thence N 10°03'24" W 64.04 feet to a 4"x6" wood post found at the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 2; thence N 00°25'18" W 387.60 feet to a 1/2" iron rod set; thence N 05°09'35" E 99.74 feet to a 1/2" iron rod set; thence N 15°45'02" E 99.75 feet to a 1/2" iron rod set; thence N 26°32'59" E 99.75 feet to a 1/2" iron rod set; thence S 58°03'03" E 150.00 feet to the beginning of a curve to the right; thence Northeastly 103.18 feet along said curve being concave to the Southeast, having a central angle of 15°33'24", with a radius of 380.00 feet, and also having a chord bearing and distance of N 39°43'39" E 102.86 feet to a 1/2" iron rod set; thence N 40°13'55" W 10.01 feet to a 1/2" iron rod set at the beginning of a curve to the right; thence Northeastly 16.29 feet along said curve being concave to the Southeast, having a central angle of 02°23'35", with a radius of 390.00 feet, and also having a chord bearing and distance of N 48°45'38" E 16.29 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence Northeastly 98.45 feet along said curve being concave to the Northwest having a central angle of 20°08'54", with a radius of 280.00 feet, and also having a chord bearing and distance of N 39°52'59" E 97.98 feet to a 1/2" iron rod set; thence N 29°48'32" E 152.11 feet to a 1/2" iron rod set; thence S 55°38'03" E 70.22 feet to a 1/2" iron rod set; thence S 29°48'32" W 148.63 feet to the beginning of a curve to the right; thence Southwesterly 123.08 feet along said curve being concave to the Northwest, having a central angle of 20°08'54", with a radius of 350.00 feet, and also having a chord bearing and distance of S 39°52'59" W 122.45 feet to the beginning of a curve to the left; thence Southwesterly 87.76 feet along said curve being concave to the Southeast, having a central angle of 15°42'45", with a radius of 320.00 feet, and also having a chord bearing and distance of S 42°05'03" W 87.48 feet to a 1/2" iron rod set; thence S 58°27'27" E 139.41 feet to a 1/2" iron rod set; thence S 37°17'13" W 61.23 feet to a 1/2" iron rod set; thence S 00°26'37" E 392.79 feet to a 1/2" iron rod set; thence S 21°48'58" E 155.23 feet to a 1/2" iron rod set; thence S 03°15'05" W 195.58 feet to a 1/2" iron rod set; thence N 86°45'18" W 117.48 feet to a 1/2" iron rod set; thence S 03°14'42" W 149.35 feet to a 1/2" iron rod found on the North boundary of said Florence Gardens, Phase 6; thence N 86°45'18" W 60.00 feet along said North boundary to the Point Of Beginning.

The above described parcel of land containing 379.49 square feet, or 8.712 acres, more or less.

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of FLORENCE GARDENS, PHASE 9 and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

WITNESS my signature this the _____ day of _____, 2022.

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

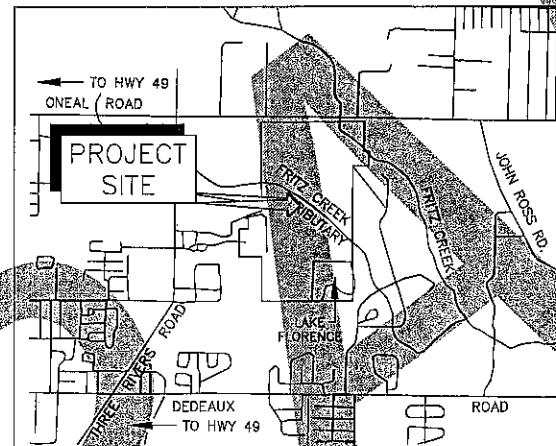
State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the year set forth above.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC



VICINITY MAP
(N.T.S.)

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

The Plat of FLORENCE GARDENS, PHASE 9 is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2022.

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City of Gulfport, Mississippi, by order adopted and entered on their official Minute Book _____ Page(s) _____, held on the _____ day of _____, 2022.

Billy Hewes
Mayor, City of Gulfport

F.B. "Rusty" Walker, IV
Council President, City of Gulfport

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief.

WITNESS my signature this the _____ day of _____, 2022.

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the _____ day of _____, 2022.

My commission expires:

NOTARY PUBLIC

CERTIFICATE OF RECORDATION

Filed and recorded by duplicate in the Record of Plots of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the _____ day of _____, 2022.

CHANCERY CLERK

By:

DEPUTY CLERK

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of FLORENCE GARDENS, PHASE 9 and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

JEFFREY C. COLLINS, P.S.

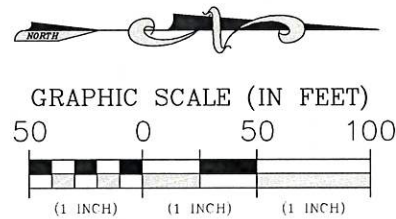
CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

Final approval of Layout of Plat on this the _____ day of _____, 2022.

Wayne E. Miller, P.E.
Gulfport City Engineer

SHEET 1 OF 3



Bearings and distances are based on the Mississippi State Plane Grid Coordinate System, NAD'83 (2011), (Epoch 2009.55), East Zone (2301), in US Survey Feet, derived by a TOPCON HIPER VR series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955869 Convergence Angle = -00°06'54.63465" (at the Point Of Beginning)

MISSISSIPPI CLASS "B" SURVEY

LEGEND

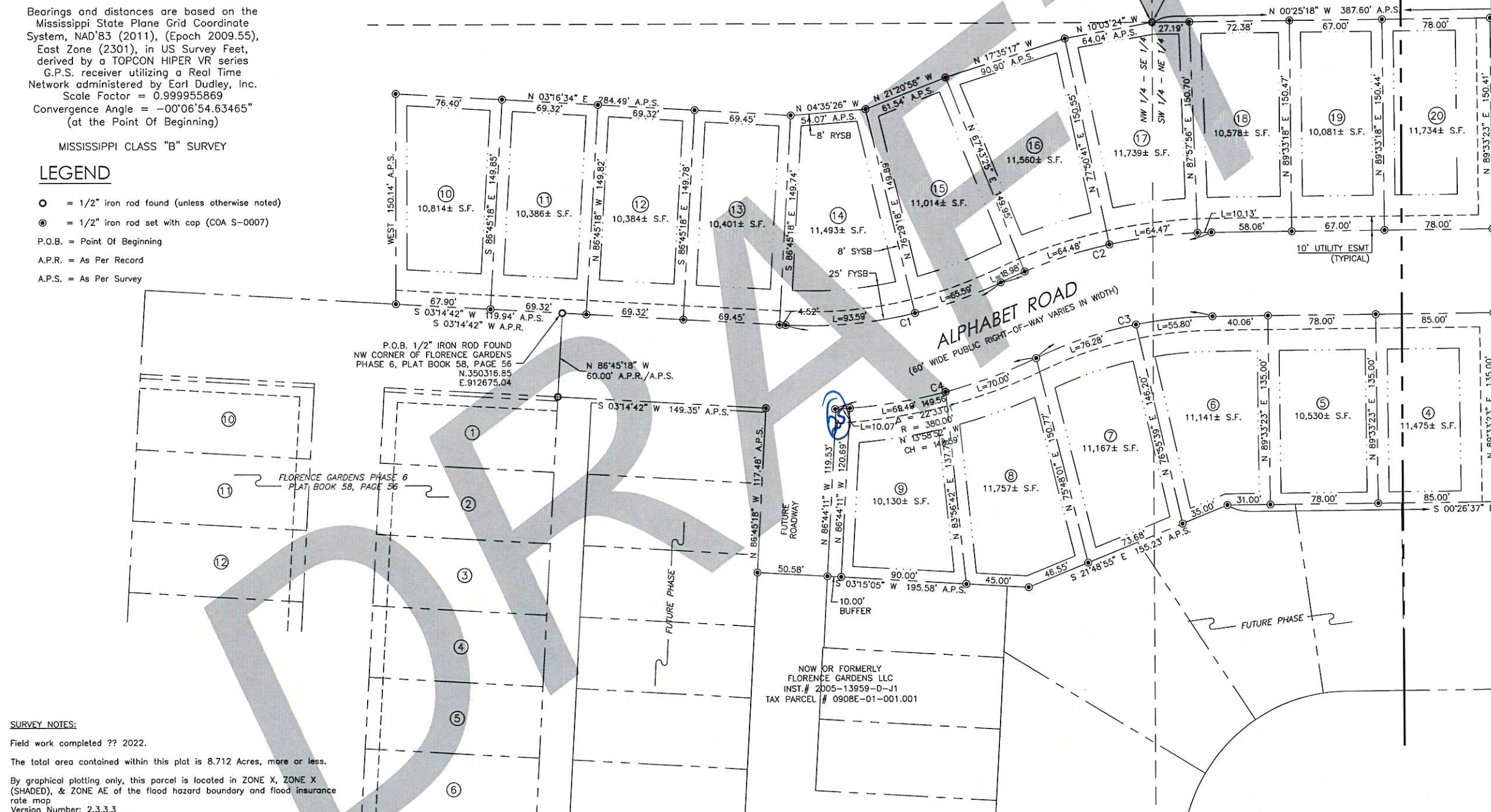
- = 1/2" iron rod found (unless otherwise noted)
- = 1/2" iron rod set with cap (COA S-0007)

P.O.B. = Point Of Beginning

A.P.R. = As Per Record

A.P.S. = As Per Survey

CURVE DATA TABLE					
CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C1	159.18'	28°30'04"	320.00'	N 11°00'20" W	157.54'
C2	147.93'	23°13'18"	365.00'	S 13°38'43" E	146.92'
C3	132.08'	24°48'45"	305.00'	S 12°50'59" E	131.05'
C4	149.56'	22°33'01"	380.00'	S 13°58'52" E	148.59'



SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3

Map Number: 28047C0260H

Map Revised: December 21, 2017

BUILDING SETBACKS: Zone R1-10 (See Lots 14 & 21 for typical setbacks)

FYSB (FRONT YARD SET BACK) 25'
SYSB (SIDE YARD SET BACK) 8'
Second Frontage 25'
RYSB (REAR YARD SET BACK) 8'

(ALL SETBACKS ARE SUBJECT TO PLATTED EASEMENTS)

FLORENCE GARDENS PHASE 9

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

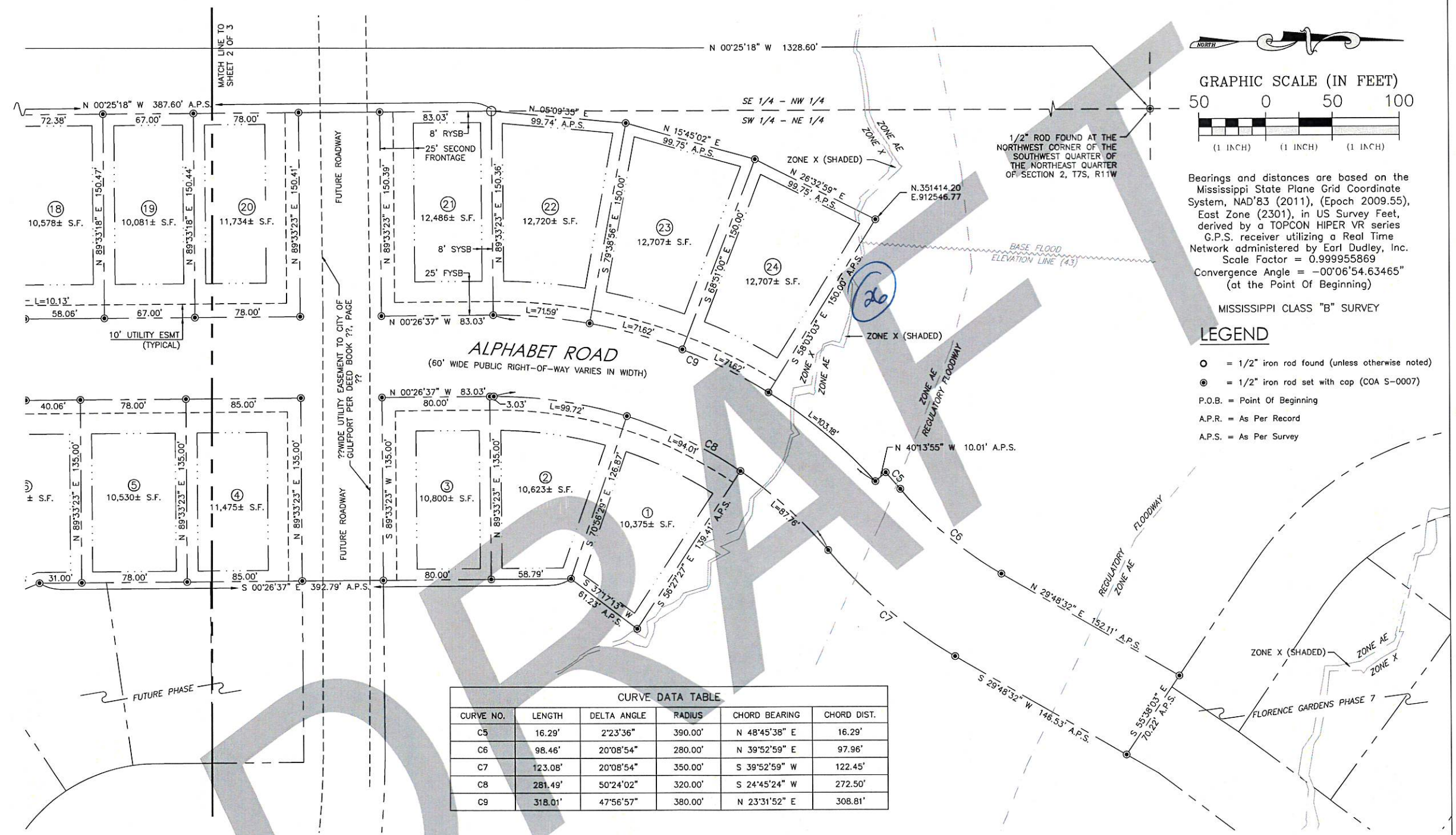
bma

BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS
www.bmaengineers.com

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

SHEET 2 OF 3



CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C5	16.29'	2°23'36"	390.00'	N 48°45'38" E	16.29'
C6	98.46'	20°08'54"	280.00'	N 39°52'59" E	97.96'
C7	123.08'	20°08'54"	350.00'	S 39°52'59" W	122.45'
C8	281.49'	50°24'02"	320.00'	S 24°45'24" W	272.50'
C9	318.01'	47°56'57"	380.00'	N 23°31'52" E	308.81'

SURVEY NOTES:

Field work completed ?? 2022.

The total area contained within this plat is 8.712 Acres, more or less.

By graphical plotting only, this parcel is located in ZONE X, ZONE X (SHADED), & ZONE AE of the flood hazard boundary and flood insurance rate map.

Version Number: 2.3.3.3

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FLORENCE GARDENS PHASE 9

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bma BROWN, MITCHELL
 & ALEXANDER, INC.
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SHEET 3 OF 3

May 3, 2023



Gregory Holmes – Assistant Director of Urban Development
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

RE: Final Plat (2204PC062)
Florence Gardens, Phase IX
Gulfport, Mississippi

Dear Mr. Holmes:

At the Gulfport City Planning Commission Public Hearing held on Thursday, April 28, 2022, and subsequently at the June 7, 2022 Gulfport City Council regular meeting, the Final Plat (2204PC062) for a 24-lot subdivision (Florence Gardens Phase 9) was approved.

Since that approval, I have become aware of a scrivener's error that occurred on the signed Final Plat for this subdivision. The error was an omission of lot numbers 18, 19, and 20 on sheet 2 of 3 and sheet 3 of 3. The lots are on the west side of the platted Alphabet Road and should be numbered sequentially from south to north as 18, 19, 20 after the numbered lot 17.

Please accept this letter as an acknowledgement of the scrivener's error on this plat for the lots mentioned above. The lot numbers may be hand-written on the final plats and no further action required.

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

Sincerely,


Jeffrey C. Collins, P.S.