

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, JUNE 22, 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 - May 25, 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. Planning Commission Approval 2306PC059:
(withdrawn by applicant)**

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

2. General Plan 2306PC064:

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

H2. Planning Commission Recommendation

1. Final Plat 2304PC042:

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 (Residence estate), Ward 6

2. Final Plat 2306PC063:

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

I. Reports

J. Unfinished Business

K. Other Business

L. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, May 25, 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
DOUG HANCOCK
CHARLIE HEWES
KEITH WILLIAMS
BJ SELLERS
VIRGINIA ADOLPH
BRYAN JACOBS

BOARD MEMBERS ABSENT:

TIM DAIGLE JR
CHRIS ROMANO
HAROLD SPANN
GARLON PEMBERTON

STAFF MEMBERS PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
KEVIN BROWN
RHONDA GADDIS

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by Mr. Hewes to approve Minutes of the **April 27, 2023**, meeting was seconded by Mr. Hancock 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. Special Exception 2304SE038:

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

Speaking for the Petition: Kenyetter Johnson

Speaking against the Petition: None

Motion: Mr. Hancock- To approve applicant's request

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

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

Speaking for the Petition: Lisa Arson

Speaking against the Petition: None

Motion: Mr. Hewes- To approve applicant's request

Second: Mr. Jacobs

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

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

Speaking for the Petition: Mike Thomas

Speaking against the Petition: None

Motion: Mrs. Adolph- To approve applicant’s request.

Second: Mr. Hancock

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

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

Speaking for the Petition: Terrance Johnson, Rick Marshall

Speaking against the Petition: None

Motion: Mrs. Adolph- To approve applicant’s request.

Second: Mr. Jacobs.

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

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

Speaking for the Petition: Robert Reimann

Speaking against the Petition: None

Motion: Mr. Jones- To approve applicant’s request.

Second: Mrs. Adolph

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

H2. Planning Commission Recommendation

1. 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

Speaking for the Petition: Monica Triplett

Speaking against the Petition: None

Motion: Mr. Sellers- To approve applicant's request

Second: Mr. Jacobs

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

2. 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."

Speaking for the Petition: Margaret Murdock

Speaking against the Petition: None

Motion: Mr. Hancock- To approve applicant's request

Second: Mr. Sellers

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

3. 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.

Speaking for the Petition: Margaret Murdock

Speaking against the Petition: None

Motion: Mr. Hewes- To approve applicant’s request

Second: Mr. Hancock

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

4. 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.

Speaking for the Petition:Margaret Murdock

Speaking against the Petition: None

Motion: Mr. Sellers- To approve applicant’s request

Second: Mr. Hancock

KEITH WILLIAMS	– Chairman
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

5. 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.

Speaking for the Petition: Margaret Murdock

Speaking against the Petition: None

Motion: Mr. Hewes- To approve applicant’s request

Second: Mr. Jones

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

BRYAN JACOBS – Yea

Action: Motion carried unanimously.

K. Other Business

1. 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

Speaking for the Petition: Su-Lin Featherston

Speaking against the Petition: None

Motion: Mr. Hewes

Second: Mr. Jacobs

KEITH WILLIAMS	– Yea
VIRGINIA ADOLPH	– Recused
CHARLIE HEWES	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea

Action: Motion carried unanimously.

I. Adjournment

There being no further business, a Motion was made by Mr. Jones to adjourn, seconded by Mrs. Adolph and carried unanimously. The meeting adjourned at 5:23 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: June 22, 2023

Re: Planning Commission Decision

MEMORANDUM

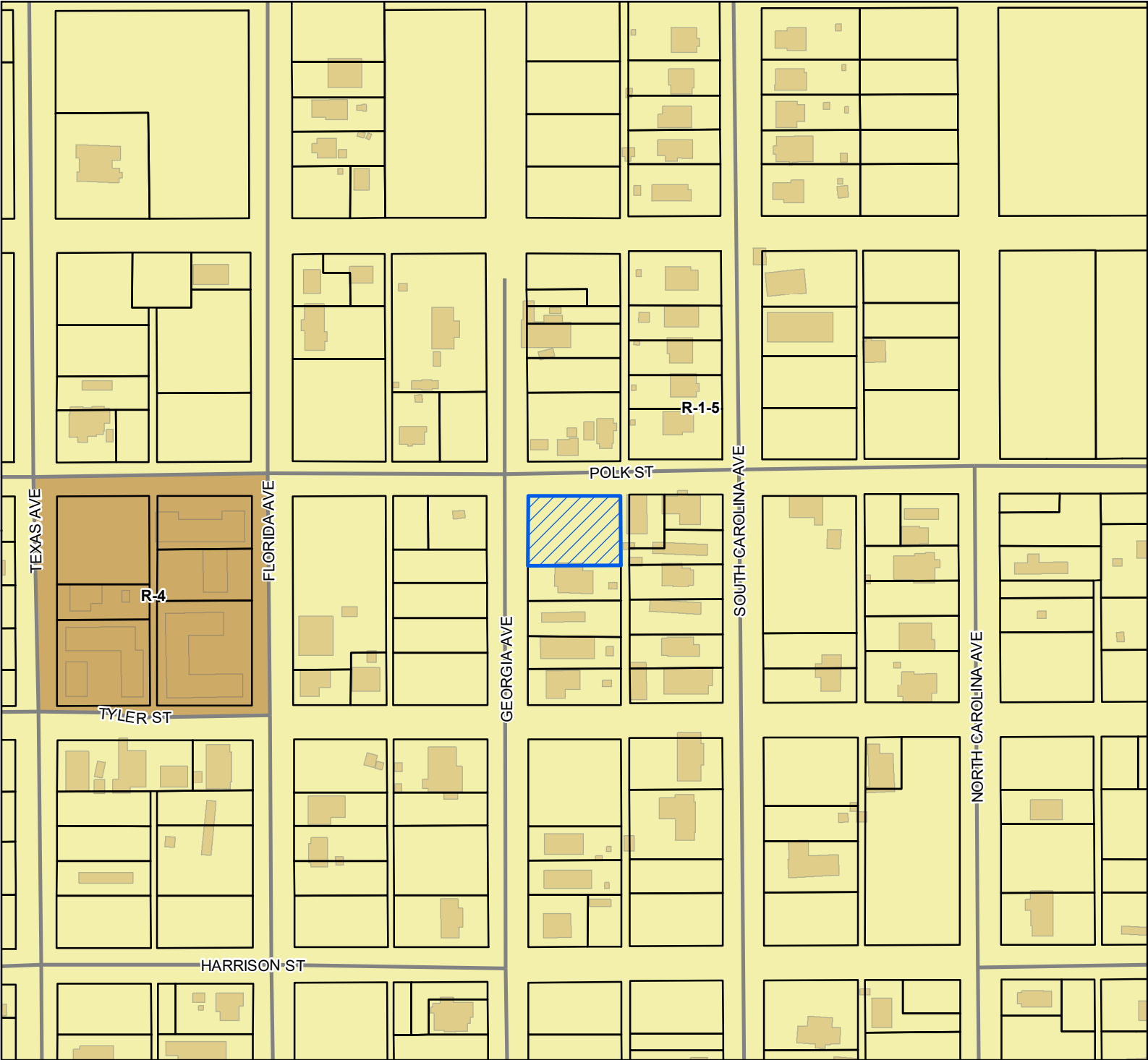
To: City of Gulfport Planning Commission

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

Date of Hearing: June 22, 2023

Re: Planning Commission Approval 2306PC059:
(withdrawn by applicant)

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3



 Site

 Street

 Parcels

 Buildings

Zoning

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

 R-4 - General Residence (High Density)

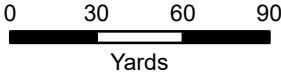
Site Information

0810C-02-001.000

Zoning: R-1-5 (Single family)

Size: 13,381 SqFt

Flood: X



1 inch = 200 feet



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

For Staff Use Only

Case Number: 2305PC059Date Received: 4-21-23

Receipt Number: _____

Received By: LBZoning: R-1-5Ward: 3Flood: XSize: 13,381 Sq Ft

(If necessary, use separate sheet of paper)

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	1	0	C	-	0	2	-	0	0	1	•	0	0	0
					-			-				•			
					-			-				•			

Address of Property Involved: 8376 Georgia Ave.Lot(s) 17 to 22, Block(s) 136, Subdivision North Gulfport

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Please, to place double wide mobile home on 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

AGENT

Charfanya Boose

Printed Name of Owner

3509 Bonita Dr.

Mailing Address

Gulfport, MS. 39501

City

State

Zip code

504-502-2320

Home Phone

Work/Cell Phone

Aoya Variety Store. @ outlook.com

Email

CJ Be

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.

4/21/23

Transportation and access: I have designated parking on 8376 Georgia Ave Cpt. MS. 39501, inside a gate. The property is not on a public street. It has side by side parking inside gate.

The water supply will be provided by The City of Gulfport.

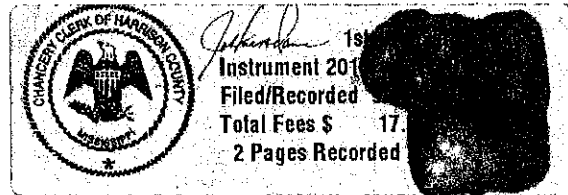
The waste disposal will be provided by Waste Pro garage company.

8376 Georgia Ave is not a private entity. It is within Gulfport city limits and Gulfport Fire and Police department will be provided if needed.

This proposal will not cause undue traffic congestion or create a traffic hazard since it has designated parking and it is in a fence yard.

There are three trailers ~~or~~ mobile homes on Georgia Ave. and many more in the neighborhood. I believe this mobile home will be in harmony with the neighborhood.

SCANNED



INDEXING INSTRUCTIONS:

Lots 17 TO 22, Block 136, North Gulfport S/D

REVIEWED

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

GRANTOR:
ROGER BOOSE
14536 MADISON ST
GULFPORT, MS. 39501
(228-223-6879)

GRANTEE:
CHARFONYA BOOSE
3509 BONITA DR.
GULFPORT, MS. 39501
(504-502-2320)

Prepared By
GLORIA BOOSE
14536 MADISON STREET
GULFPORT, MS. 39501
(228-297-1310)

QUIT CLAIM DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS
(\$10.00), cash in hand paid, and other good and valuable consideration,
The receipt and sufficiency of all of which is hereby acknowledged, I,
ROGER BOOSE, OF 14536 MADISON ST, Gulfport Ms 39501 do hereby sell,
convey and Quit Claim unto CHARFONYA BOOSE., 3509 BONITA DR
Gulfport Ms 39501, the following described property situated and being
located in the First Judicial District of Harrison County, Mississippi and
being further Described as follows:

Lots 17 to 22, inclusive Block 136 NORTH GULFPORT SUBDIVISION,
Harrison County, Mississippi as show by the official map or plat on file and
of record in the Chancery Clerk's office of Harrison County, First Judicial
District, Mississippi.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any easements
Restrictive covenants rigths-of-way, or oil,gas and mineral reservations
of record.

AD VALOREM TAXES FOR THE CURRENT YEAR have been prorated as of this
date on an estimated basis and are hereby assumed by the Grantee(s)
Herein.

WITNESS MY SIGNATURE(S), this 26th day Sept. 2018

Roger Boose
ROGER BOOSE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority In
and for the aforesaid Jurisdiction , the within named, ROGER BOOSE, who
acknowledged that he signed and delivered the above and foregoing Quit
Claim Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and offical seal of office, this 26th
Day of Sept 2018

Sara Fullilove
NOTARY PUBLIC

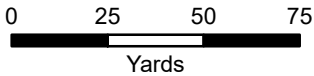
My Commission Expires





Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 150 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			CHARFONYA BOOSE(OWNER)	3509 BONITA DR	GULFPORT	MS	39501
			Adjacent Property Owners(2306PC059)				
	50186	0810B-03-026.000	MAGEE JERRY -EST-	8369 S CAROLINA AVE	GULFPORT	MS	39501
	50180	0810C-02-002.000	JOHNSON JACQUELINE PATTON ETAL	8370 GEORGIA AVE	GULFPORT	MS	39501
N	50179	0810C-02-001.000	BOOSE CHARFONYA	3509 BONITA DR	GULFPORT	MS	39501
	50137	0810B-02-028.000	WILSON JACQUELINE	8411 S CAROLINA AVE	GULFPORT	MS	39501
	50177	0810B-03-023.000	HALL LEE N	8379 S CAROLINA AVE	GULFPORT	MS	39501
	50178	0810B-03-024.000	DANIELS CONNIE LEE JR & ROSIE	14533 POLK ST	GULFPORT	MS	39501
	50140	0810C-01-010.000	ARMSTRONG WILLIE L -ESTATE-	24 WILKES LANE	PRENTISS	MS	39474
	50131	0810C-01-020.000	MAGEE N & W A	8405 GEORGIA AVE	GULFPORT	MS	39501
	50130	0810C-01-015.000	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	50181	0810C-02-003.000	BLUE EDDIE L	8364 GEORGIA AVE	GULFPORT	MS	39501
	87477	0810B-03-028.000	MAGEE WILLIE MAE	15303 CHRISTOPHER DR	GULFPORT	MS	39503
	50183	0810B-03-030.000	NR DEED LLC	1266 W PACES FERRY RD #517	ATLANTA	GA	30327
	87461	0810C-01-016.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	50144	0810C-01-014.000	KNIGHT WILLIE E -L/E-	8388 GEORGIA AVE	GULFPORT	MS	39501
N	50139	0810C-01-009.000	STATE OF MISS 8/26/2013				0
	50185	0810B-03-027.000	OATIS ERVIN JAMES	8363 SOUTH CAROLINA AVE	GULFPORT	MS	39501
	109500	0810B-03-021.001	MAGEE PATRICIA A	8354 SOUTH CARLINA AVE	GULFPORT	MS	39501
	50189	0810C-02-005.000	FLOYD MICHEAL ROBERT	PO BOX 8451	GULFPORT	MS	39506
	50141	0810C-01-011.000	ARMSTRONG WILLIE L -ESTATE-	2022 JOHN ST EXT	PRENTISS	MS	39474
	87475	0810B-03-022.000	PAYNE GERALDINE R	14509 POLK ST	GULFPORT	MS	39501
	50187	0810B-03-025.000	MAGEE ERNEST T -EST-	8375 S CAROLINA AVE	GULFPORT	MS	39501
	50176	0810B-03-021.000	MAGEE PATRICIA ANN	8353 SOUTH CAROLINA AVE	GULFPORT	MS	39501
	87473	0810C-02-004.000	PARKMAN IRENE BLANCHARD	8358 GEORGIA AVE	GULFPORT	MS	39501
	50138	0810C-01-008.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	50142	0810C-01-012.000	BEAVERS JACQULYN R BRADLEY	8371 MISSISSIPPI AVE APT M	GULFPORT	MS	39501
	125377	0810B-02-029.001	HARRIS MARY LENA	8391 S CAROLINA AVE	GULFPORT	MS	39501
	132874	0810B-02-028.001	PEYTON VASHTI R	8405 S CAROLINA AVE	GULFPORT	MS	39501
	125883	0810B-02-029.002	HABITAT FOR HUMANITY OF MGC	2214 34TH STREET	GULFPORT	MS	39501
	50136	0810B-02-029.000	ESTES LATRESHA SHANTA	8395 S CAROLINA AVE	GULFPORT	MS	39501
	136595	0810C-02-025.001	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
N	136599	0810C-02-025.005	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
N	50191	0810C-02-025.000	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
N	136598	0810C-02-025.004	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501
N	136596	0810C-02-025.002	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	136597	0810C-02-025.003	BOOSE ROGER SR	14536 MADISON ST	GULFPORT	MS	39501

RE: Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 22, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, June 22, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: June 22, 2023

Re: General Plan 2306PC064:

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

Technical Report

*General Plan
(NorthPark Drive)*

GENERAL INFORMATION

Case File Number: 2306PC064

Hearing Date: June 22, 2023

Current Zoning/Use: B-2 / Vacant Property

Legal: General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a right-of-way and easements for TIF. More specifically, the TIF will be used for public use projects.

In addition, the north south ingress egress would need to be 100 feet in width. The proposed parcel is located adjacent to existing city right-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states that there are no restrictive or prohibited covenants.

Any approval should consider these conditions:

1. All right of way & ingress egress easements to be 100'

DEPARTMENTAL CONDITIONS

Engineering: All right of way to be 100'. Revision required per 6/7/23 meeting with Nick Gant. Memo dated 6/9/23.

Public Works: All right of way & ingress egress easements to be 100'. Memo dated 6/9/23.

Traffic and Safety: No conditions. Memo dated 6/9/23.

Building Code Services: No conditions. Memo dated 5/31/2023.

GIS: No Comment as of 6/12/23.

Police Department: No Comment as of 6/12/23.

Fire Department: No conditions. Memo dated 6/1/23.

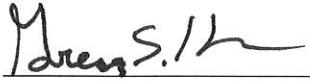
City Arborist: No conditions. Memo dated 5/31/2023.

Technical Report

*General Plan
(NorthPark Drive)*

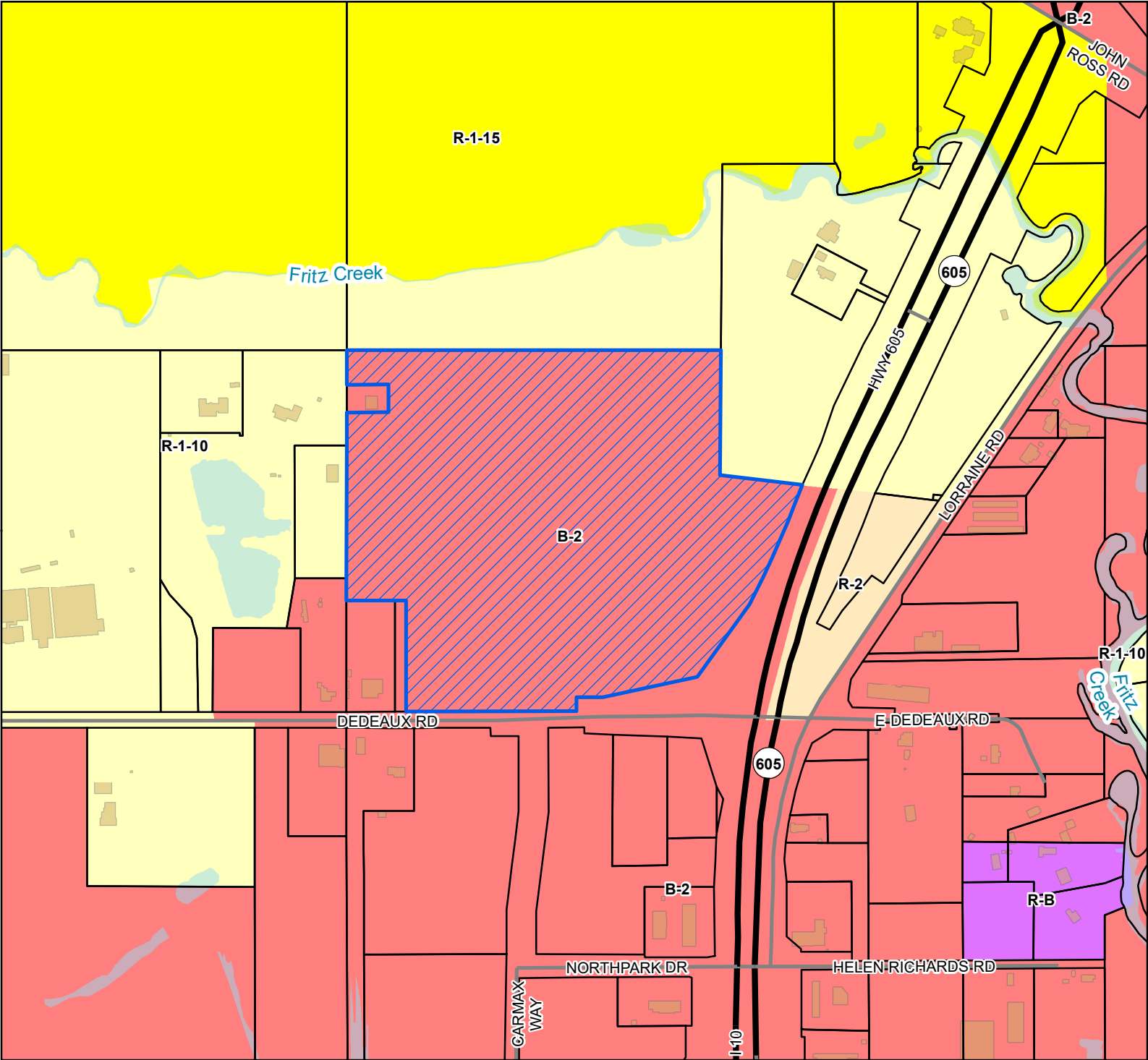
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



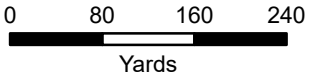
Legend

- 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-1-15 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

Site Information
1008L-01-002.000
Zoning: B-2 (General business)
Size: 39.1 acres
Flood: X



1 inch = 500 feet



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



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

For Staff Use Only

Case File #: 2306 PC064Date Received: 5-2-23

Receipt #: _____

Received By: KLJBZoning: B2Ward: 6 Flood: XSize: 39.1 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	1	0	0	8	L	-	0	1	-	0	0	2	•	0	0	0
						-			-				•			
						-			-				•			

Address of Property Involved: Dedaux Road

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

General Location: North side of Dedaux Road near Highway 605

GENERAL DESCRIPTION OF REQUEST:

To create a ROW and easements for TIF public use projects

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 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 Of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT) John Boothby

ADDRESS (STREET, CITY, STATE, ZIP CODE) P.O. Box 7503, Gulfport Ms 39506

PHONE # (H) _____ (W) (228) 897-1995

TAX PARCEL NUMBER(S) OWNED 10082-01-002.000

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: _____

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

LETTER OF TRANSMITTAL

DATE: 5-2-2023	JOB NO.: 3797T
ATTENTION: Mr. Greg Holmes	
RE: Northpark TIF General Plan	

TO: Mr. Greg Holmes
Gulfport Planning & Zoning

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
7	5/2/23		7 – 11 x 17 set of plans
1	5/2/23		1 – Warranty Deed
1	5/2/23		1 – Application
2	5/2/23		2 – USB drives
1	5/2/23		1 - Check

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested, ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____, 20 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO: _____ SIGNED: _____

If enclosures are not as noted, kindly notify us at once.

May 2, 2023

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

**RE: Final Plat
Gulfport Promenade
Tax Parcel No: 1008L-01-002.000
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Northpark Holdings, LLC, currently owns property, more specifically located north of Dedeaux Road and west of Highway 605. Also being Tax Parcel No. 1008L-01-002.000.

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.

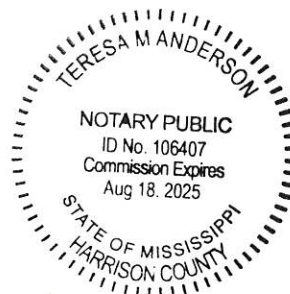
Sincerely,



Northpark Holdings, LLC.
2591 23rd Avenue
Gulfport, MS 39501



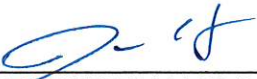
NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

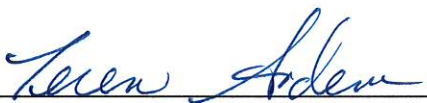
I, John Boothby, attest that there are no restrictive or prohibitive covenants prohibiting the rezoning of property associated with Tax Parcel #1008L-01-002.000


NORTPHARK HOLDINGS, LLC

DATE: 5/2/23

Managing Member
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 2nd day of May, 2023.


NOTARY PUBLIC



CONSTRUCTION PLANS
FOR
NORTHPARK DRIVE
NORTH EXTENSION
GULFPORT, MISSISSIPPI

PREPARED FOR

NORTHPARK HOLDINGS, LLC
2591 23RD AVE
GULFPORT, MISSISSIPPI 39501

PRELIMINARY

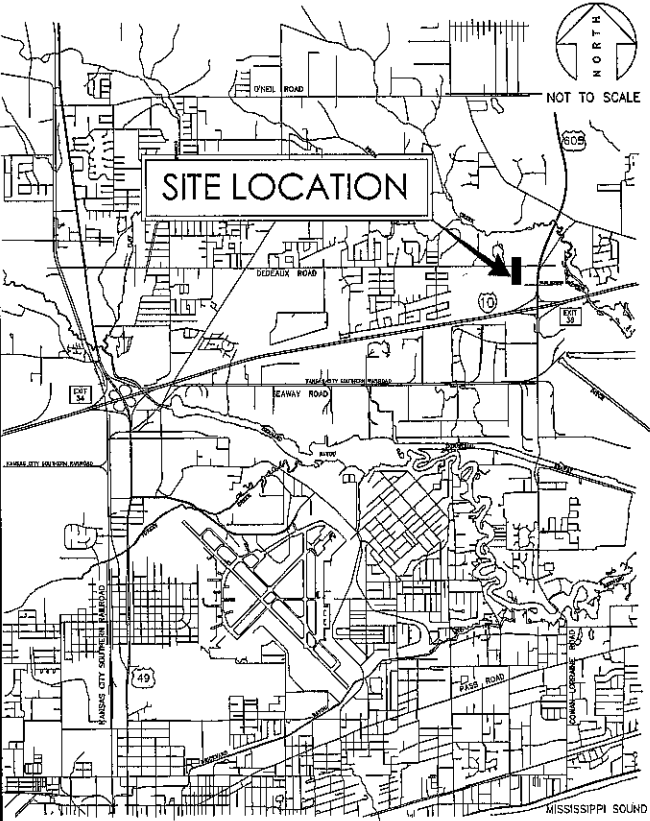
APRIL, 2023



BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
131 Rue Magnolia
Blvd, MS 39590
(228)436-7612
3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
GENERAL NOTES AND LEGEND	C-002
TYPICAL SECTIONS	C-003
OVERALL SITE LAYOUT	C-101
EXISTING CONDITIONS & DEMOLITION	C-111
EROSION CONTROL PLAN	C-141
PLAN / PROFILE NORTHPARK DRIVE EXTENSION	C-201
PLAN / PROFILE DRAINAGE OUTFALL	C-202
STRIPING AND SIGNAGE PLAN	C-301
CONSTRUCTION DETAILS	C-501
CONSTRUCTION DETAILS	C-502

BMA No. 22-3797T

SET NO. _____

22-3797T NORTHPARK DRIVE - NORTH EXTENSION

C-001

\\3797 north park\3797T\land\eng\northpark drive (north)\3797T-planet (north).dwg-5/2/2023



1. ALL ELEMENTS OF CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, UNLESS NOTED OTHERWISE.
2. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CAN NOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC UTILITIES SEE BELOW.

MS. ONE CALL	800-227-6477
AT&T SOUTHEAST, MS	228-452-2031
MISSISSIPPI POWER CO.	228-632-1761
CABLE ONE	228-864-1506
CITY OF GULFPORT PUBLIC WORKS	228-868-4752
CENTERPOINT ENERGY (GAS)	228-690-7500
4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPAIR OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE FACILITY.
7. CONTRACTOR SHALL RELOCATE ANY MAILBOXES NECESSARY TO COMPLETE THIS WORK. REMOVAL, STORAGE AND REPLACEMENT OF BOXES SHALL BE ABSORBED IN THE PRICE BID FOR REMOVAL OF OBSTRUCTIONS.
8. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND LOCAL ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY. SEE TRANSITION DETAIL.
2. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE CURBS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
4. ALL RADI ARE TO BE FIELD DETERMINED. RADI SHOWN ON THE PLANS ARE APPROXIMATE.
5. PRIOR TO POURING PAVED ISLANDS, THE PROJECT ENGINEER SHOULD BE NOTIFIED SO THAT SIGNS REQUIRED IN ISLANDS CAN BE LOCATED.
6. CONTRACTOR SHALL CONSTRUCT CURB & GUTTER AT PROPER ELEVATIONS TO ENSURE POSITIVE DRAINAGE.
7. ALL CONCRETE SHALL BE MDOT CLASS "B", UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 1/4". MATERIALS, PLACEMENT, AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.

1. VEGETATIVE MATERIAL WILL BE REMOVED PRIOR TO PLACEMENT OF GRANULAR MATERIAL.
2. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.
3. BACK OF CURBS SHALL BE BACKFILLED TO TOP OF CURB ELEVATIONS.

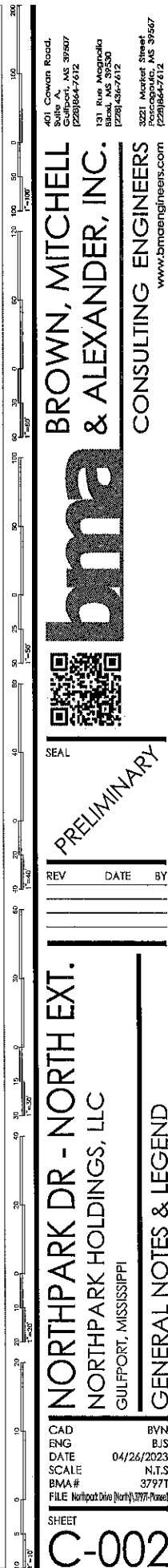
1. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. THE COST OF THE FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR THE PIPE. ALL REINFORCED CONCRETE PIPE (ROUND AND ARCH) WITH PICKUP HOLES SHALL BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC.
2. EXISTING UTILITY APPURTENANCES SHALL BE ADJUSTED TO FINISHED GRADE IN ROADWAY AREAS OR ABOVE FINISHED GRADE OUTSIDE ROADWAY AREAS AS DIRECTED BY THE ENGINEER.
3. PRIVATE UTILITY APPURTENANCE ADJUSTMENTS WILL BE DONE BY OTHERS. CONTRACTOR SHALL COORDINATE ADJUSTMENTS WITH THE PRIVATE UTILITY COMPANIES.
4. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8" SHEET RUBBER.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD CONDITIONS, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE, AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

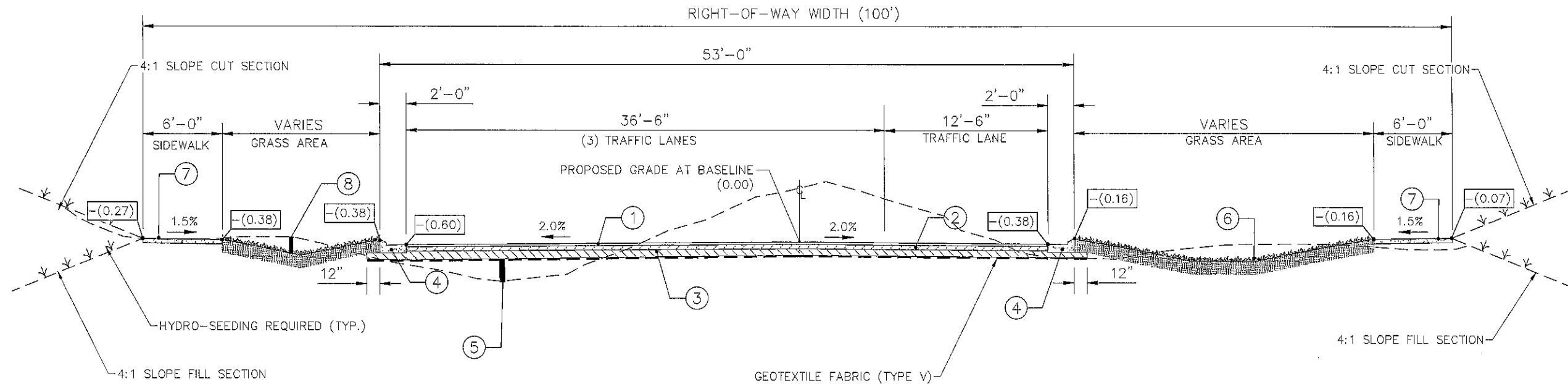
5. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS AND DEPTH OF PIPE.
6. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURES.
7. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
8. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER.
9. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
10. NO IMPROVEMENT SHALL INTERFERE WITH OR BLOCK DRAINAGE.
11. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADES SHALL BE FIELD DETERMINED.
12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
13. EXISTING PRIVATE DRAIN LINES SHALL BE TIED TO THE NEW SUBSURFACE DRAINAGE SYSTEM. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING PRIVATE DRAIN LINES.

1. ALL TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD). THE OWNER WILL HAVE THE AUTHORITY TO SUSPEND ALL WORK AND/OR WITH-HOLD PAYMENTS FOR FAILURE OF THE CONTRACTOR TO MAINTAIN/FOLLOW PROPER TRAFFIC CONTROL.
2. ALL TEMPORARY TRAFFIC CONTROL DEVICES ON THIS PROJECT SHALL COMPLY WITH PART VI OF THE MUTCD (LATEST EDITION).
3. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THIS PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
4. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PLACE WHATEVER BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION.
5. REMOVAL OF RAISED PAVEMENT MARKERS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
6. EXISTING BLUE RAISED PAVEMENT MARKERS INDICATING THE LOCATION OF FIVE HYDRANTS SHALL BE REINSTALLED OR REPLACED ONCE FINAL ROADWAY SURFACE IS INSTALLED.
7. REMOVAL OF OBJECT MARKERS SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. TEMPORARY STRIPING SHALL CONFORM TO FINISHED STRIPE SPECIFICATIONS FOR LANE WIDTH, ALIGNMENT, AND STRAIGHTNESS.
9. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUND.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.
13. ACCESS TO ALL BUSINESSES AND RESIDENCES WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
14. VOIDS CREATED BY THE REMOVAL OF, BUT NOT LIMITED TO, POSTS, CONCRETE AFCONS, AND FOOTINGS, SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

1. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U. S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.
2. TEMPORARY SEEDING IS REQUIRED FOR SOILS THAT REMAIN STOCKPILED OR ARE NOT SCHEDULED FOR ANY ACTIVITY FOR MORE THAN THIRTY (30) CALENDAR DAYS. AREAS SHALL BE SEED WITHIN SEVEN (7) DAYS OF DISTURBANCE. TEMPORARY SEEDING SHALL BE APPLIED IN ACCORDANCE WITH THE PLANTING SCHEDULE AND THE RATE OF APPLICATION/PLANTING PREPARATION OUTLINED IN THE MDEQ SEEDING CHART, INCLUDED IN THE SWPPP.
3. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY EROSION CONTROL MEASURE NECESSARY TO CONTROL SILTATION.



1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BMA & ALEXANDER, INC. (BMA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF BMA SHALL BE AT THE USER'S SOLE RISK. BMA SHALL BE RELEASED FROM ANY AND ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

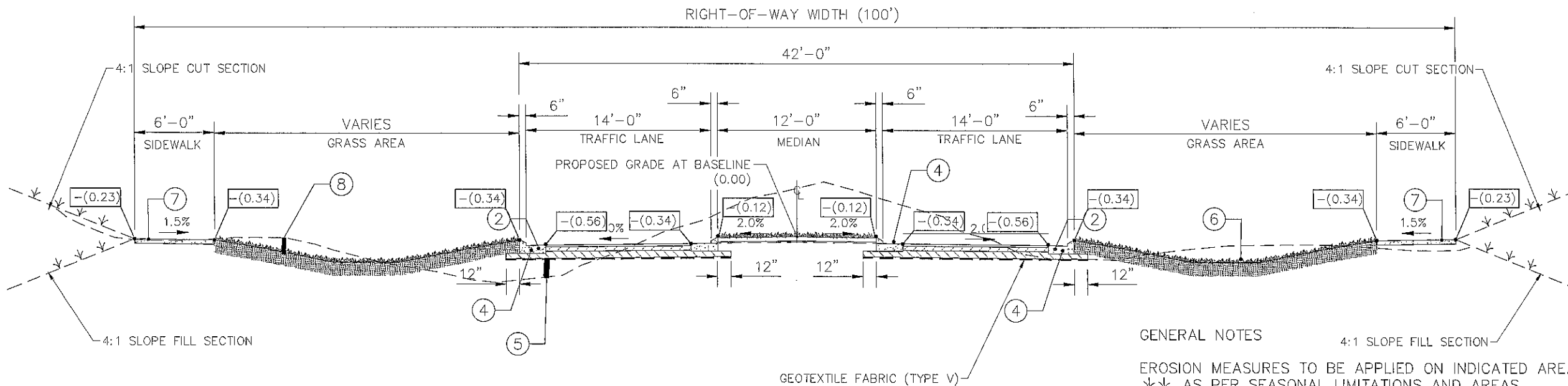


4-LANE TYPICAL SECTION

NO MEDIAN

SCALE: 1" = 4'

- | | |
|---|---|
| ① 1.5" HOT MIX ASPHALT, ST, 9.5mm, HMA, REQ'D. (1 LIFT) | ⑤ BORROW MATERIAL (SEE SPECS) REQ'D. (MIN. 24" BELOW ROADWAY) |
| ② 3.5" BASE COURSE, ST, 12.5 mm, HMA, (2 LIFTS) REQ'D. | ⑥ SOLID SOD (1" BELOW TOP OF CURB) |
| ③ 8" CRUSHED LIMESTONE BASE | ⑦ CONCRETE SIDEWALK (4" THICK) |
| ④ 2' CURB & GUTTER | ⑧ UNCLASSIFIED EXCAVATION |



2-LANE TYPICAL SECTION

MEDIAN

SCALE: 1" = 4'

GENERAL NOTES

EROSION MEASURES TO BE APPLIED ON INDICATED AREA
AS PER SEASONAL LIMITATIONS AND AREAS
DISTURBED BY CONSTRUCTION:

BEFORE FINAL ACCEPTANCE, ENTIRE RIGHT-OF-WAY
SHALL BE MOWED BY THE CONTRACTOR IF REQUIRED BY
THE ENGINEER AT NO COST TO THE PROJECT.



**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS
www.bmaengineers.com



SEAL

PRELIMINARY

REV	DATE	BY

NORTH PARK DR - NORTH EXT.
NORTH PARK HOLDINGS, LLC
GULFPORT, MISSISSIPPI

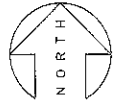
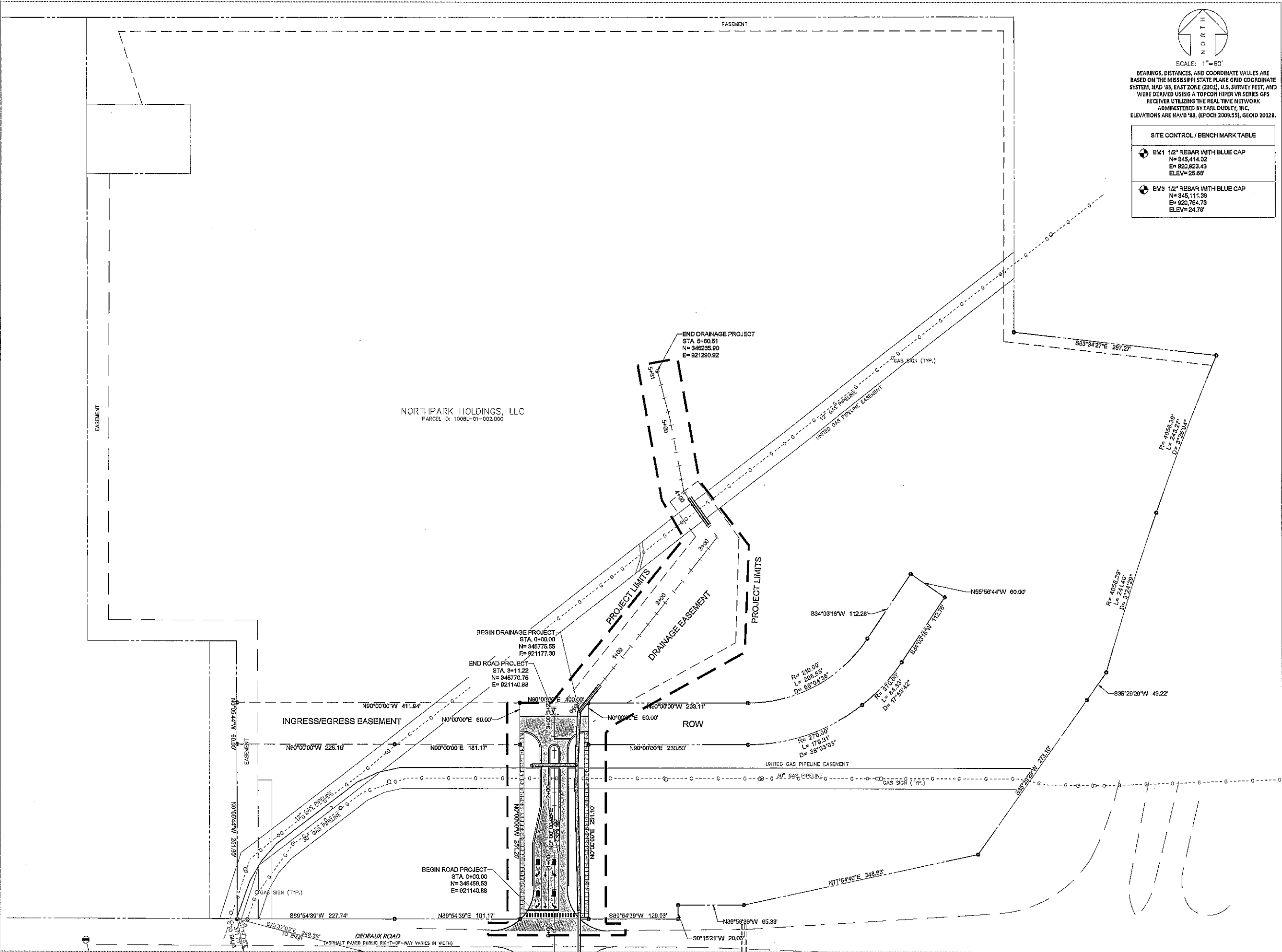
TYPICAL ROAD SECTIONS

CAD	BVN
ENG	BJS
DATE	04/26/2023
SCALE	N.T.S
BMA#	37977
FILE	NorthParkDrive North/37977/Revised

SHEET

C-003

\\1702 north park\37971\Drawings\Northpark Dr - North Ext.dwg (North)\37971-Plan.dwg: 5/0/2023
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE: 1"=60'

BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE MISSISSIPPI STATE PLANE GRID COORDINATE SYSTEM, NAD '83, EAST ZONE (2301), U.S. SURVEY FEET, AND WERE DERIVED USING A TOPCON HIPER VR SERIES GPS RECEIVER UTILIZING THE REAL TIME NETWORK ADMINISTERED BY EARL DUDLEY, INC. ELEVATIONS ARE NAVD '83, (EPOCH 2009.53), GEOID 2012B.

SITE CONTROL / BENCH MARK TABLE

BM1	1/2" REBAR WITH BLUE CAP
N=	345,414.02
E=	620,623.43
ELEV=	25.68'
BM3	1/2" REBAR WITH BLUE CAP
N=	345,111.55
E=	620,754.79
ELEV=	24.78'



SEAL

PRELIMINARY

REV DATE BY

NORTH PARK DR - NORTH EXT.
NORTH PARK HOLDINGS, LLC
GULFPORT, MISSISSIPPI
OVERALL SITE LAYOUT

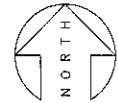
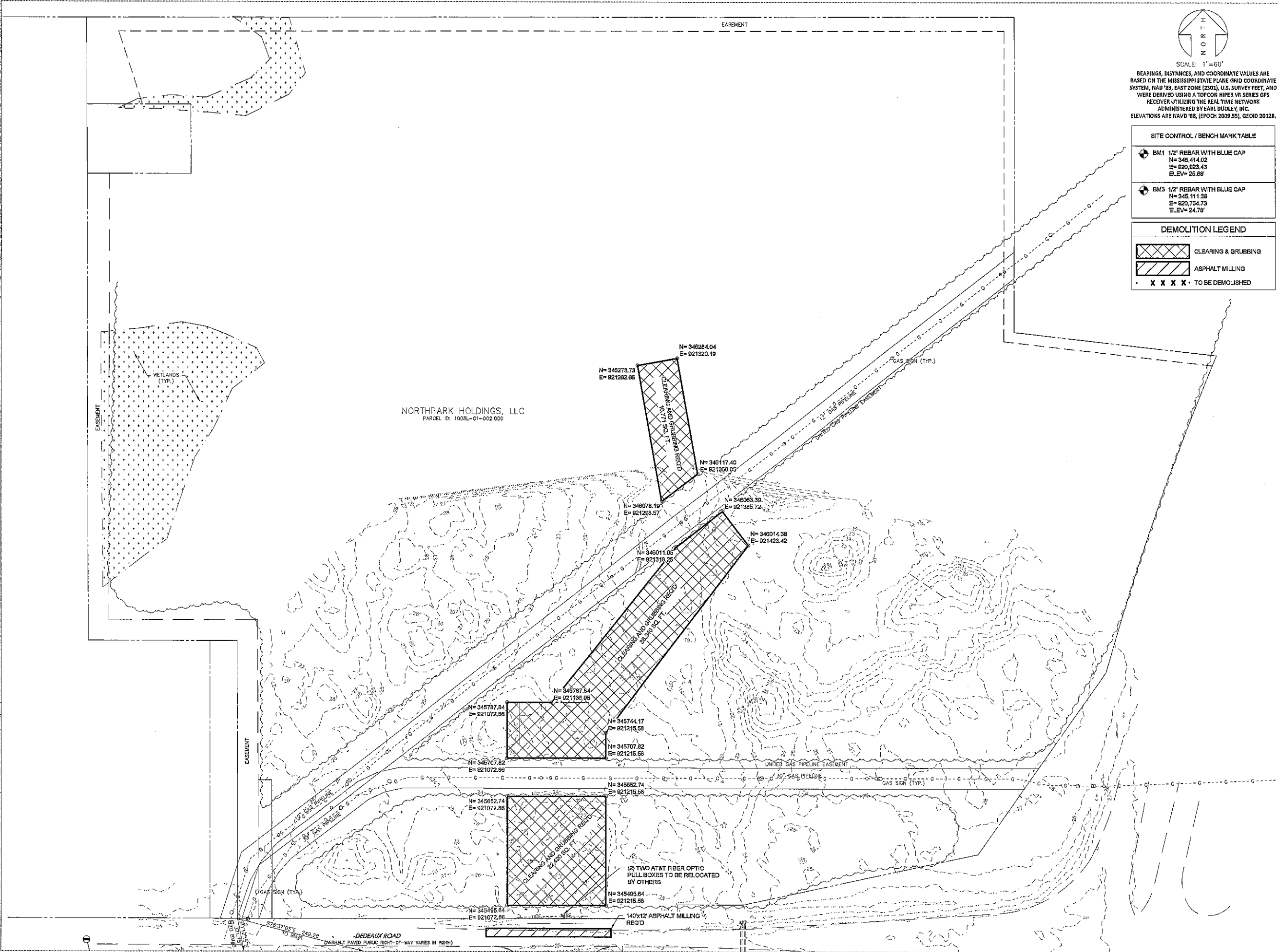
CAD BY: N
ENG BUS
DATE 04/26/2023
SCALE 1"=60'
BMA# 37971
FILE Northpark Dr - North Ext.dwg

SHEET

C-101

bma
BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com
401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228) 864-7012
131 Rue Magnolia
Biloxi, MS 39530
(228) 436-412
3221 Meridian Street
Pascagoula, MS 39567
(228) 864-7612

\\37972 north\p001\37972\p001\workbook.dwg (north) 1/20/2023 10:40:00 AM
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE: 1"=60'

BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE MISSISSIPPI STATE PLANE GRID COORDINATE SYSTEM, NAD '83, EAST ZONE (2301), U.S. SURVEY FEET, AND WERE DERIVED USING A TOPCON HIFER VR SERIES GPS RECEIVER UTILIZING THE REAL TIME NETWORK ADMINISTERED BY EARL DUDLEY, INC. ELEVATIONS ARE NAVD '83, (EPOCH 2009.55), GEOID 2012B.

SITE CONTROL / BENCH MARK TABLE

BM1 1/2" REBAR WITH BLUE CAP
N= 345,414.02
E= 820,623.43
ELEV= 25.68'
BM3 1/2" REBAR WITH BLUE CAP
N= 345,111.58
E= 820,754.73
ELEV= 24.78'

DEMOLITION LEGEND

	CLEARING & GRUBBING
	ASPHALT MILLING
	TO BE DEMOLISHED

401 Cowan Road,
Suite A, MS 39807
(228) 864-7612
131 Rue Magnolia
Suite 200
(228) 436-7612
3221 Market Street
Pascagoula, MS 39567
(228) 864-7612

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



SEAL

PRELIMINARY

REV DATE BY

NORTH PARK DR - NORTH EXT.

NORTH PARK HOLDINGS, LLC

GULFPORT, MISSISSIPPI

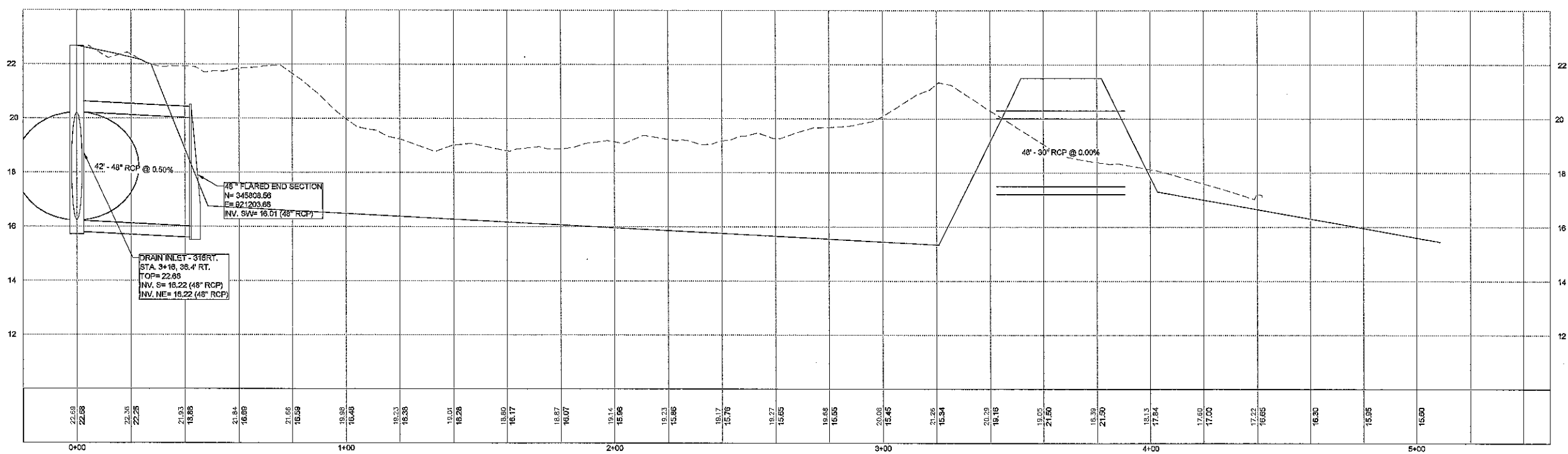
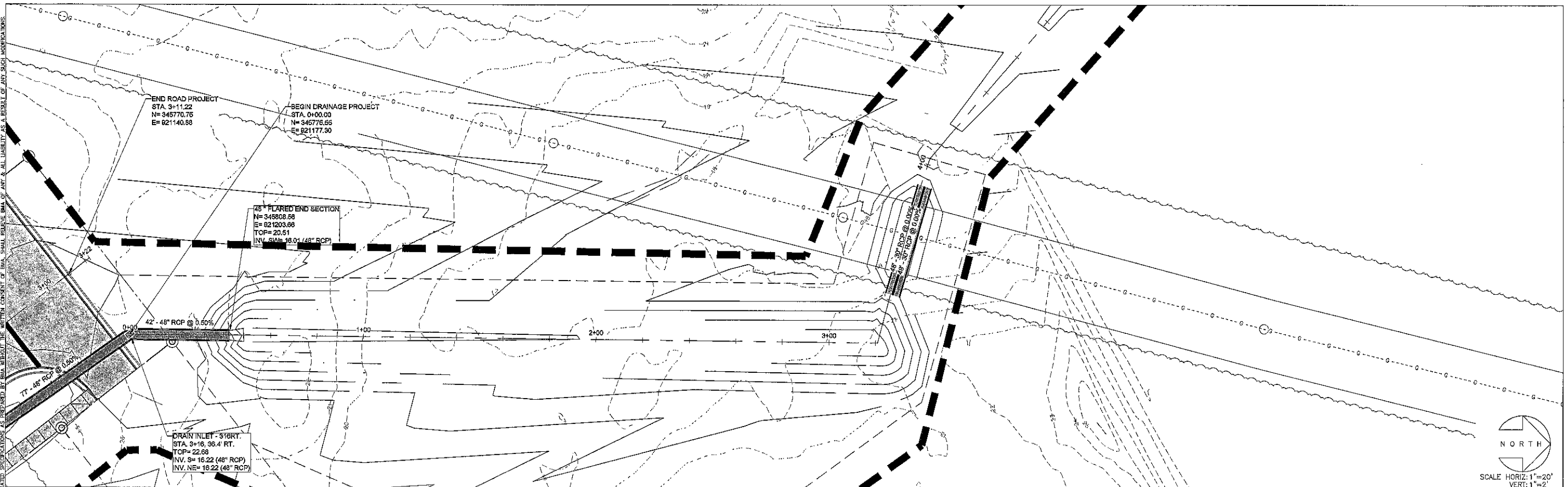
EXISTING CONDITIONS & DEMOLITION

CAD BYN
ENG BJS
DATE 04/26/2023
SCALE 1"= 60'
BMA # 37972
FILE Northpark.dwg (North) 1/20/2023

SHEET

C-111

FILE NAME: 3757T-Planwet (North).dwg DATE: 4/25/23
bma BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

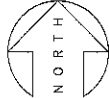
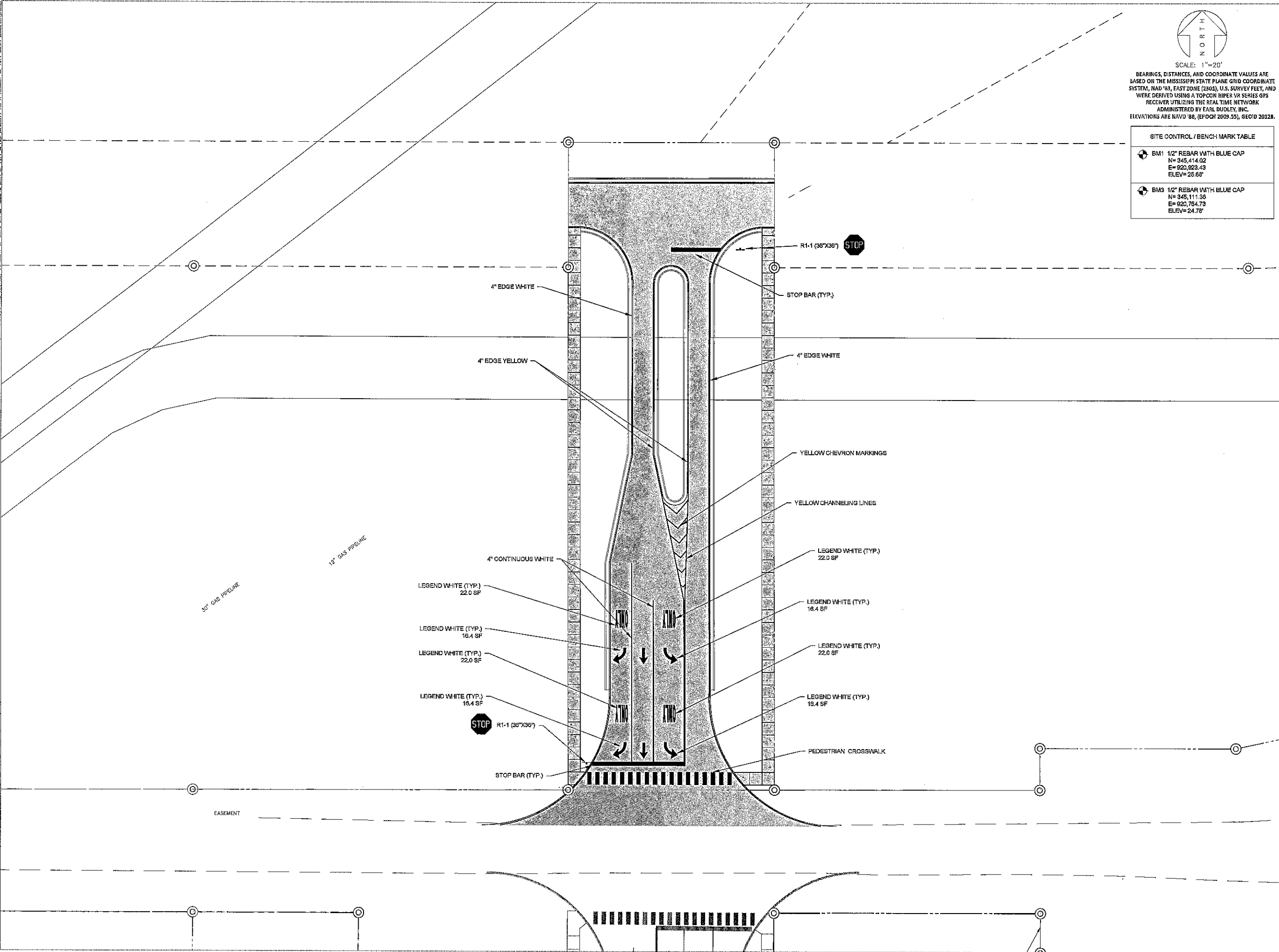


PRELIMINARY

NORTHPARK DRIVE - DRAINAGE OUTFALL - PLAN & PROFILE STA. 0+00 TO STA. 5+00

SHEET C-202

\\17977.mch.mh\17977\mch\17977\Northpark-Ext\17977-Striping\17977-Striping.dwg, 5/9/2023
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE: 1"=20'

BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE MISSISSIPPI STATE PLANE GRID COORDINATE SYSTEM, NAD '83, EAST ZONE (2301), U.S. SURVEY FEET, AND WERE DERIVED USING A TOPCON HIPER VR SERIES GPS RECEIVER UTILIZING THE REAL TIME NETWORK ADMINISTERED BY EARL DUDLEY, INC. ELEVATIONS ARE NAVD '88, (EPOCH 2009.55), GEOID 2012B.

SITE CONTROL / BENCH-MARK TABLE

BM1	1/2" REBAR WITH BLUE CAP
N=	345,414.02
E=	920,923.43
ELEV=	25.68'
BM3	1/2" REBAR WITH BLUE CAP
N=	345,111.58
E=	920,754.73
ELEV=	24.78'



SEAL

PRELIMINARY

REV DATE BY

NORTH PARK DR - NORTH EXT.
NORTH PARK HOLDINGS, LLC
GULFPORT, MISSISSIPPI

STRIPING AND SIGNAGE PLAN

CAD BVN
ENG BUS
DATE 04/26/2023
SCALE 1" = 20'
BMA# 37977
FILE Northpark Drive (North) 37977-Striping

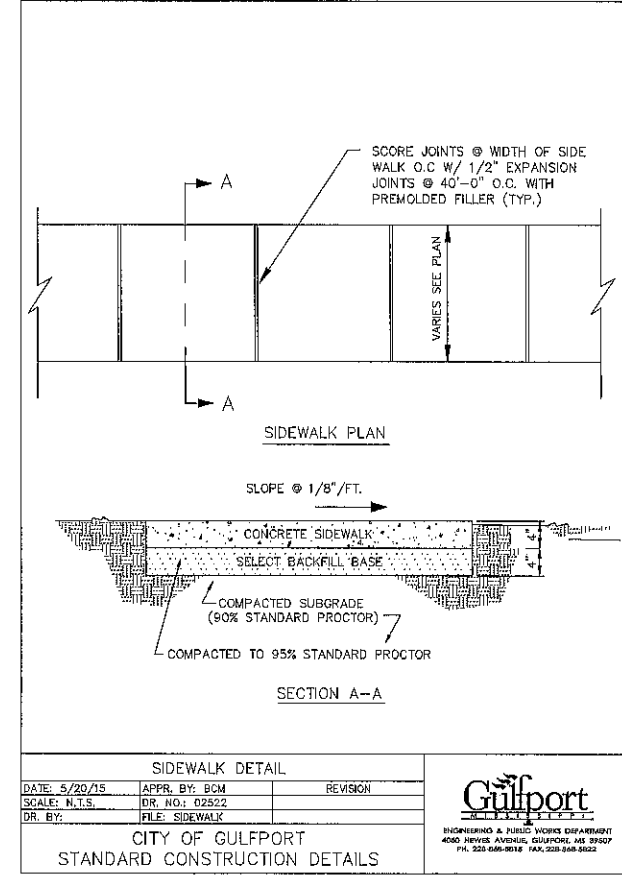
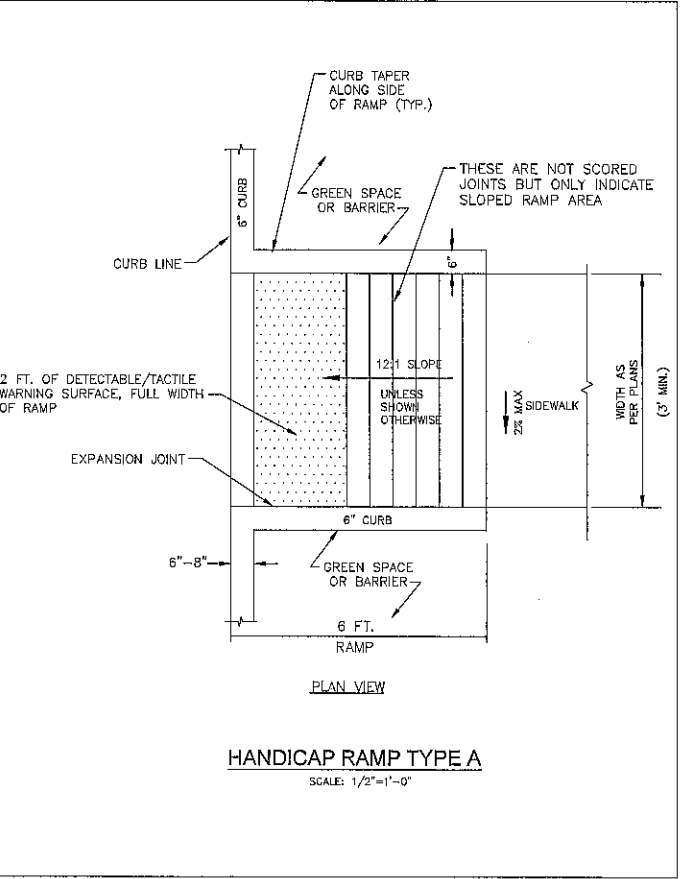
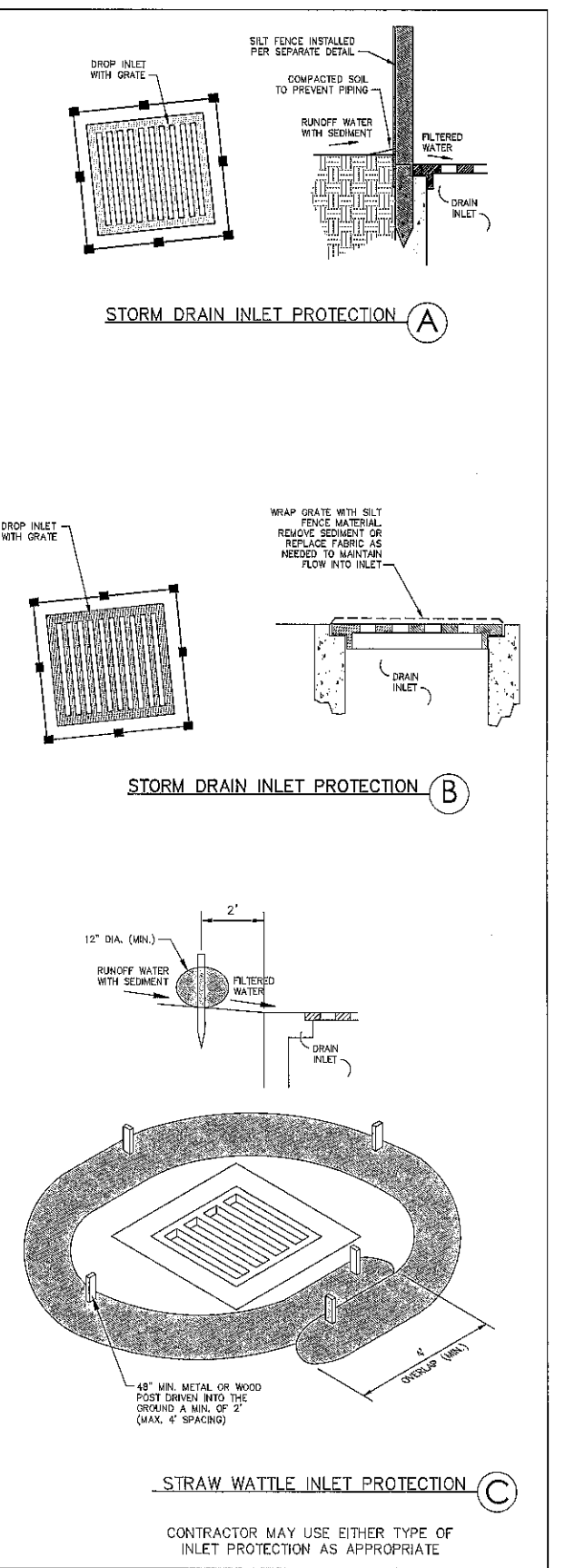
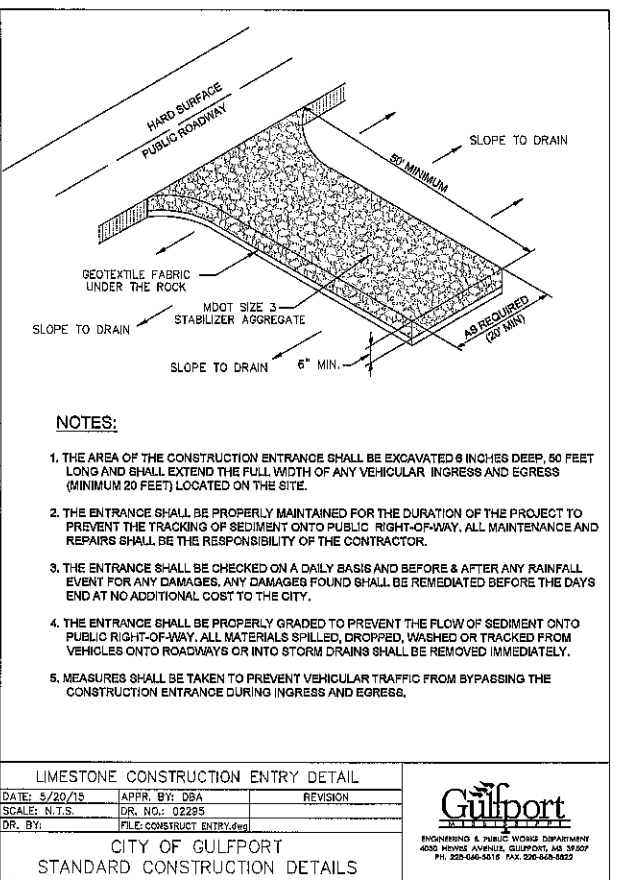
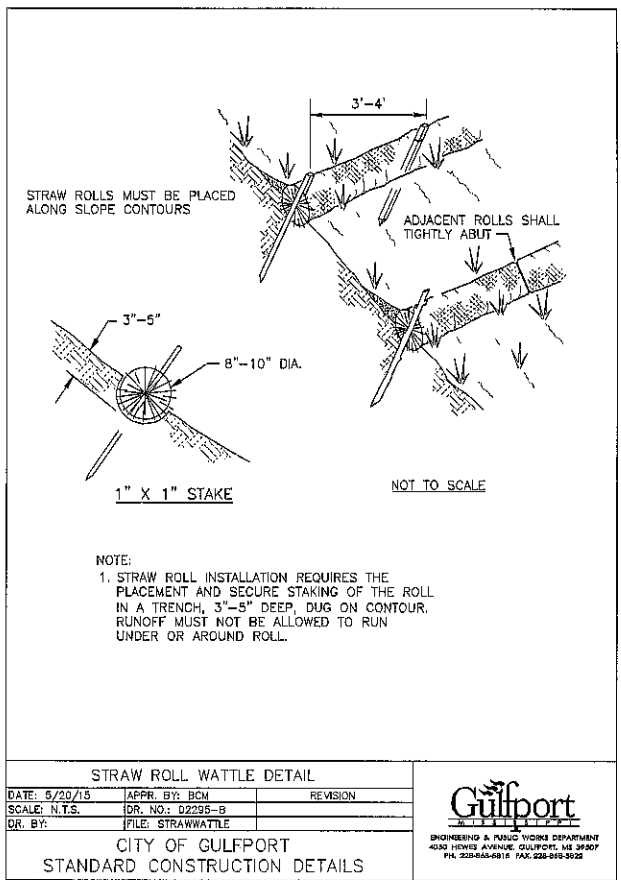
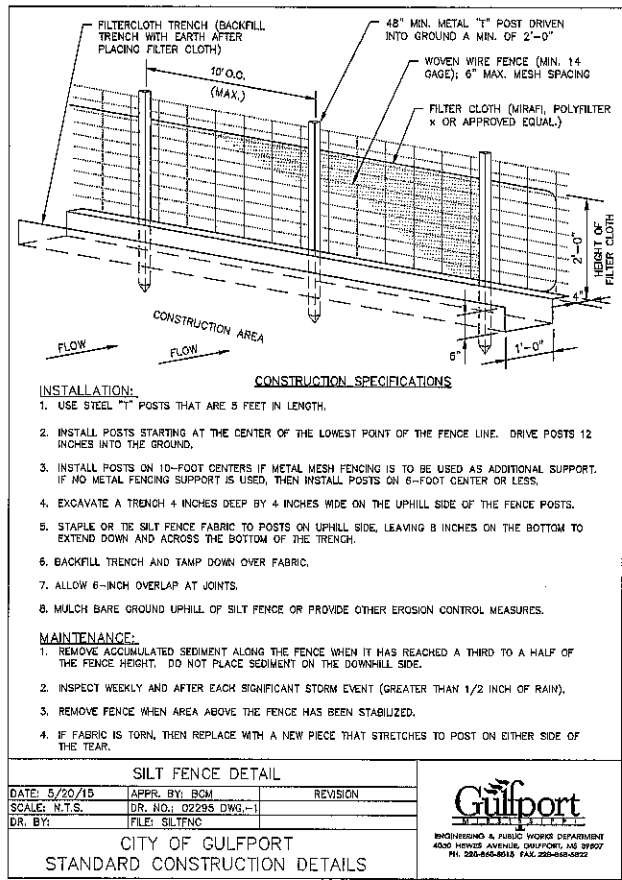
SHEET

C-301

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road
Suite A
Gulfport, MS 39507
(228) 864-7612
131 Run Magnolia
Biloxi, MS 39530
(228) 456-7612
3223 Market Street
Pascagoula, MS 39567
(228) 864-7612

3797 north park\3797a\city\dwg\handicap_ramp_type_a.dwg - 5/2/2023
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



BMA
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Pascagoula, MS 39307
(228)686-7612

131 Rue Magnolia
Pascagoula, MS 39305
(228)686-7612

3021 Maribel Street
Pascagoula, MS 39567
(228)686-7612

PRELIMINARY

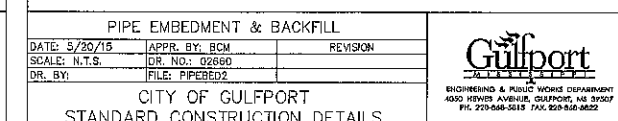
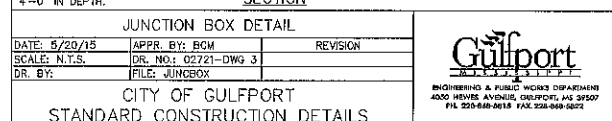
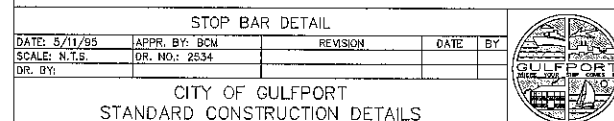
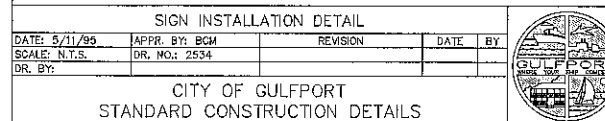
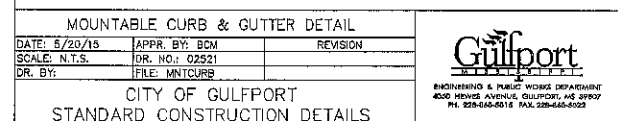
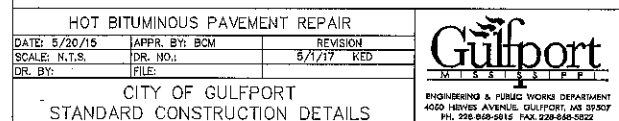
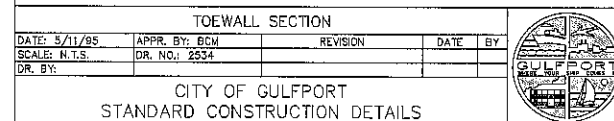
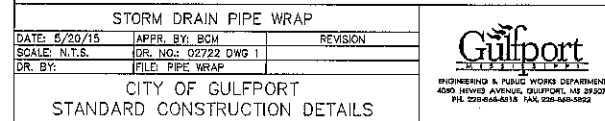
REV DATE BY

NORTH PARK DR - NORTH EXT.
NORTH PARK HOLDINGS, LLC
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD: BVN
ENG: BJS
DATE: 04/26/2023
SCALE: AS NOTED
BMA#: 3797T
FILE: NorthPark Drive North\3797T\Parcel

SHEET
C-501





1st Judicial District
Instrument 2019-10360-D-31
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 4300 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 **NORTHPARK 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: *Daniel E. Branigan*
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.

Michael S. Owendoff
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.

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 $00^{\circ} 11' 07''$ 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 $89^{\circ} 59' 59''$ EAST 149.99 FEET TO AN IRON ROD LOCATED AT THE SOUTHEAST CORNER OF SAID CITY OF GULFPORT PROPERTY; THENCE NORTH $00^{\circ} 15' 12''$ WEST 100.06 FEET TO AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF SAID CITY OF GULFPORT PROPERTY; THENCE SOUTH $89^{\circ} 54' 33''$ 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 $00^{\circ} 11' 29''$ 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 $89^{\circ} 54' 37''$ 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.

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.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Highland Lake Townhomes, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1328029
Status:	Good Standing
Effective Date:	03/04/2022
State of Incorporation:	Mississippi
Principal Office Address:	919 2nd Street Gulfport, MS 39501

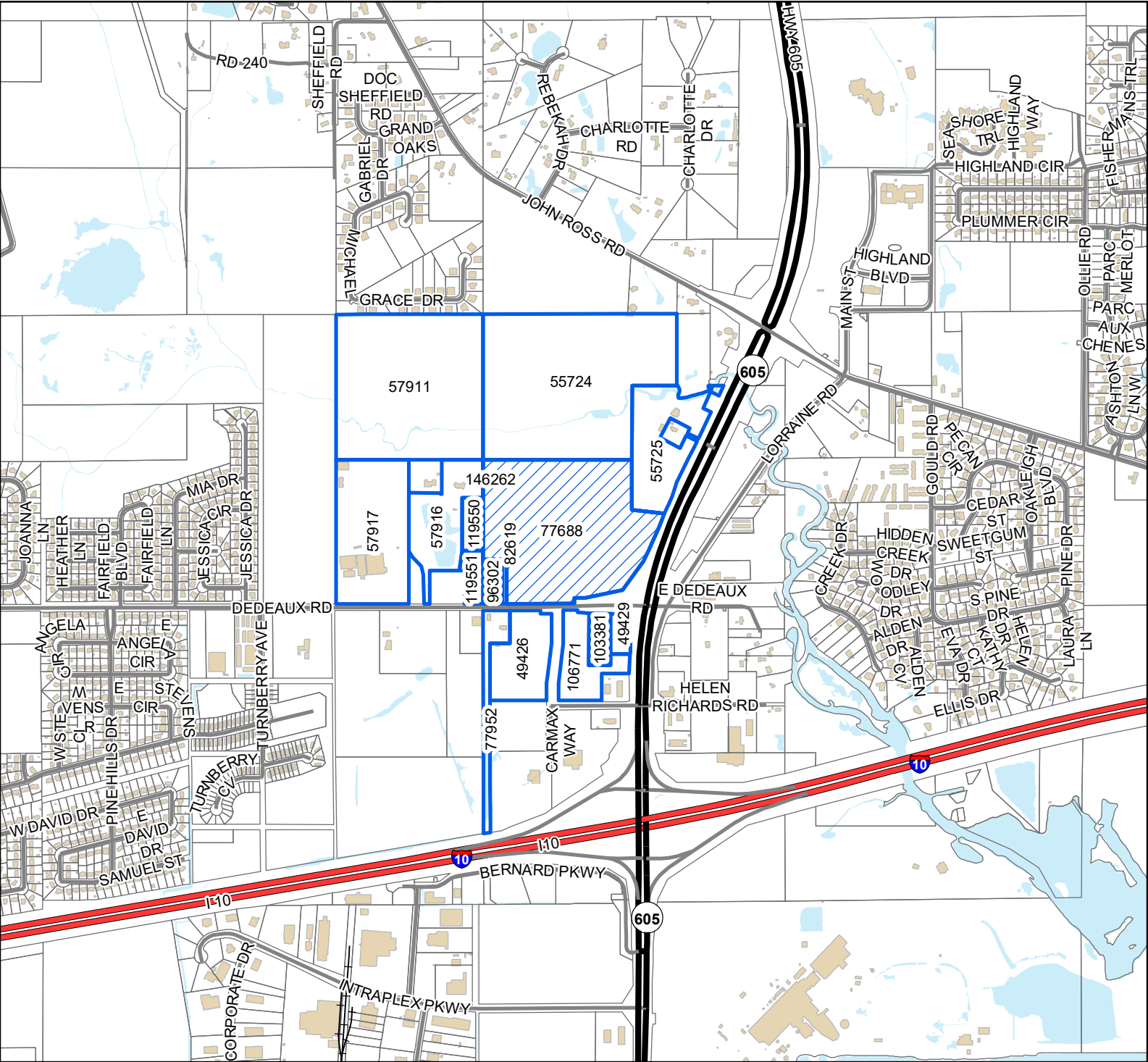
Registered Agent

Name
Kenneth Jones II
919 2nd Street
Gulfport, MS 39501

Officers & Directors

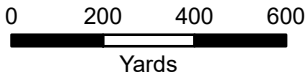
Name	Title
KLJ CRE, Corp	
919 2nd Street	
Gulfport, MS 39501	Member
Phelan Engineering, LLC	
2515 Havard Rd	
Ocean Springs, MS 39501	Member

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			NORTHPARK HOLDINGS, LLC (OWNERS) BROWN, MITCHELL & ALEXANDER, INC (AGENT)	2591 23RD AVENUE 131 RUE MAGNOLIA	GULFPORT BILOXI	MS MS	39501 39530
			Adjacent Property Owners(2306PC064)				
N	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
	57917	0908I-01-005.000	BIBLE BAPTIST CHURCH OF BILOXI	12200 DEDEAUX RD	GULFPORT	MS	39503
	57911	0908I-01-001.000	MURDOCK RUTH T -TRUSTEE-	11816 LORRAINE RD	GULFPORT	MS	39503
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
	119550	0908I-01-002.003	JOHNSTON DAVID N & LESLIE R	12130 DEDEAUX RD	GULFPORT	MS	39503
N	55724	1008L-01-001.000	MURDOCK RUTH T -TRUSTEE-	11816 LORRAINE RD	GULFPORT	MS	39503
	57916	0908I-01-002.000	JOHNSTON ROSA L	12130 DEDEAUX RD	GULFPORT	MS	39503
	119551	0908I-01-002.004	JOHNSTON JERRY A & REBECCA J	12110 DEDEAUX RD	GULFPORT	MS	39503
N	106771	1008M-04-003.002	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	55725	1008L-01-004.000	FULTON YVONNE T -ESTATE-	11439 LORRAINE RD	GULFPORT	MS	39503
	49429	1008M-04-002.000	STOCK LLC	C/O MERWYN PEARSON	OMAHA	NB	68137
N	49426	1008M-04-006.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
N	146262	1008L-01-002.003	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502



Legend

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



1 inch = 1,258 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 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 22, 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, June 22, 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	426559	Print Legal Ad-IPL01247600 - IPL0124760		\$56.32	2	34 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, June 22, 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.

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

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 (Residence estate), Ward 6

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

This the 25th day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0124760
Jun 7 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:
06/07/23

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.

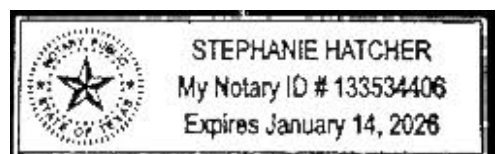
Stefani Beard

Sworn to and subscribed before me this 5th day of June 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: June 22, 2023

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: June 22, 2023

Re: **Final Plat 2304PC042:**

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 (Residence estate), Ward 6

Technical Report

*Final Plat
(River Point Estates)*

GENERAL INFORMATION

Case File Number: 2304PC042

Hearing Date: June 22, 2023

Current Zoning/Use: R-E / Vacant Property

Legal: Final Plat 2304PC042, 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 Final Plat 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 Final Plat to create a new 7-lot single-family residential subdivision, named River Pointe Estates, zoned R-E (Residence Estates). Residence 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. Thus, the applicant meet or exceed the requirements set forth by the City of Gulfport Ordinance. Further, the applicant submitted a General Plan that was approved by the Planning Commission on May 25, 2023. However, applicant must label proposed sidewalks on Mylar and Linens for approval prior to City Council consideration. Most importantly, the Engineering Department, Public Works, and Traffic and Safety has denied the Final Plat due to the roadways not being complete and a new final inspection is required in which the applicant has not scheduled the necessary inspections.

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

EXECUTIVE SUMMARY:

In review of the Final Plat submitted by the applicant, the plans does not meet requirements per the Engineering, Public Works, and Traffic and Safety Departments. The General Plan was approved on May 25, 2023 (Case number 2305PC049). However, the applicant did not file the final plat before the one-year time limit and therefore had to resubmit the General Plan. In addition, the applicant shall provide or label proposed sidewalks on site plan prior to City Council consideration. In conclusion, overall project is not complete as well as roadway is not complete, and a final inspection is required.

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.

Technical Report

*Final Plat
(River Point Estates)*

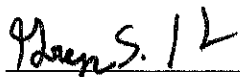
4. Subdivision is under construction. Need new Final inspection.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Denied. Subdivision is under construction. Need new Final inspection. Memo dated 06/9/23.
<u>Public Works:</u>	Denied. Project not complete. Memo dated 06/9/23.
<u>Traffic and Safety:</u>	Denied. Roadway is not complete. Memo dated 06/9/23.
<u>Building Code Services:</u>	Must meet all City of Gulfport Floodplain Ordinances and current Building Codes. Memo dated 05/31/23.
<u>GIS:</u>	No conditions. Memo date 06/8/23.
<u>Police Department:</u>	No Comments as of 05/16/23.
<u>Fire Department:</u>	No conditions. Memo dated 06/1/23.
<u>City Arborist:</u>	No conditions. Memo dated 05/31/23.

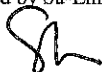
DIRECTOR APPROVAL

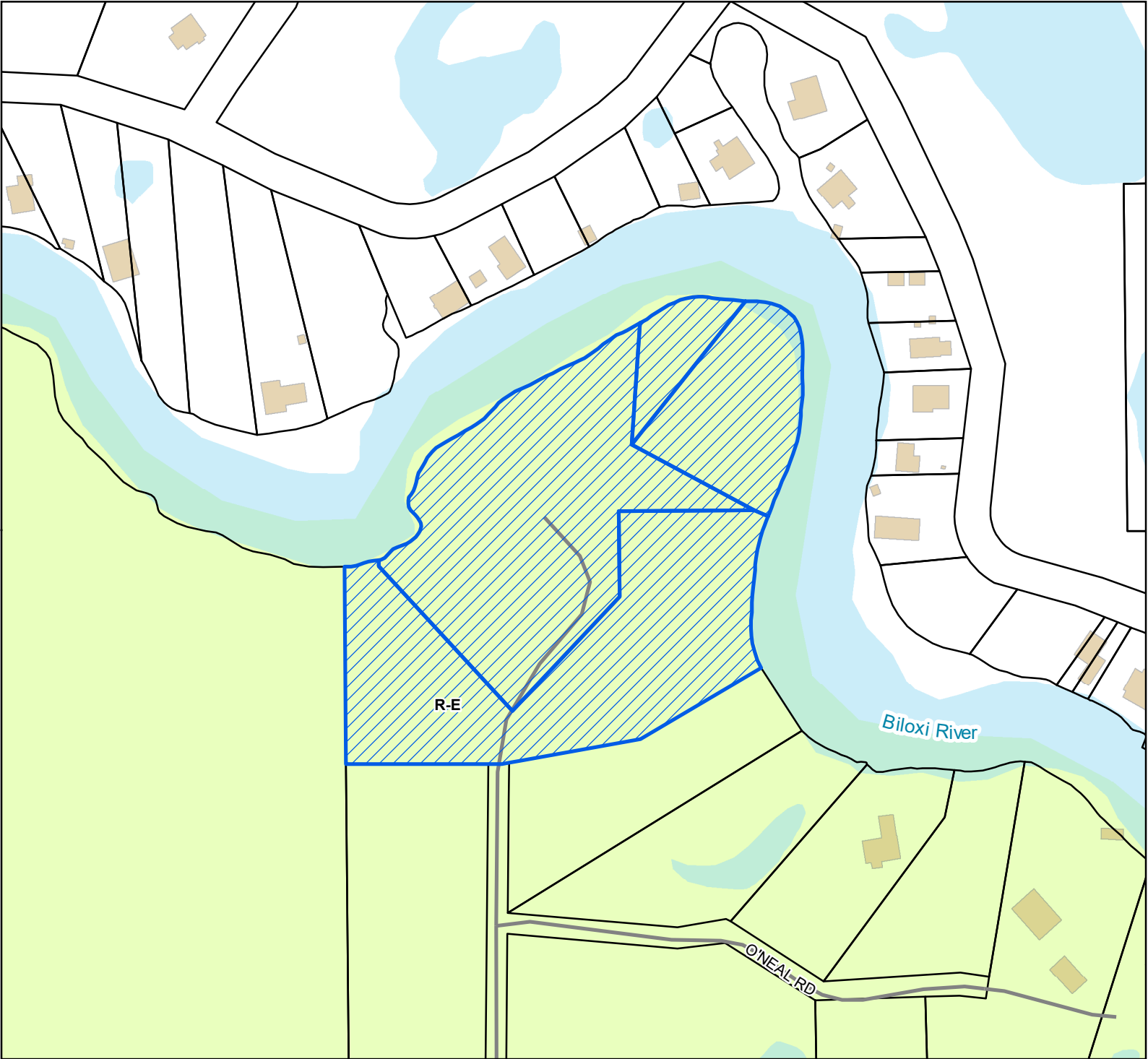
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department

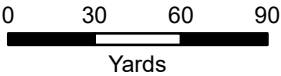




Site
Site
Street
Parcels
Buildings
Water Features

Zoning
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: 11.9 acres
Flood: AE



1 inch = 200 feet



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

APPLICATION FOR FINAL PLAT

For Staff Use Only

Case File #: 2304PC042Date Received: 3/8/2023

Receipt #: _____

Received By: _____

Zoning: R-EWard: 6 Flood: AESize: 7.21 acres

(If necessary, use separate sheet of paper)

Property Information

1 0 0 7 0					0 1					0 2 8					0 0 0				
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	8w			

Address of Property Involved: 10550 O'Neal Road, Gulfport, MS

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

General Location: Located on O'Neal Road East of CR 605

GENERAL DESCRIPTION OF REQUEST:

To Subdivide the property into 7 Single Family 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

Printed Name Of Owner
River Pointe Estates, LLC

Mailing Address
2112 Bienville Blvd., Suite B-1

City	State	Zip code
Ocean Springs	MS	39564

Home Phone	Work/Cell Phone
n/a	228-365-1243

Email
glenangus@gmail.com

Signature Of Owner

Printed Name Of Agent

Mailing Address

City	State	Zip code
------	-------	----------

Home Phone	Work/Cell Phone
------------	-----------------

Email

Signature Of Agent

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



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

RESTRICTIVE COVENANTS OF RIVER POINTE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the undersigned RIVER POINT ESTATES, LLC, Glen A. Angus, Managing Member, is now the owner in fee simple of all the lots contained in that certain subdivision to be known as "River Pointe", according to the official map or plat thereof which is recorded in the Chancery Court of Harrison County, Mississippi, First Judicial District.

WHEREAS, the undersigned wishes to adopt certain building restrictions and restrictive covenants which are to be applicable to all lots in said subdivision; and

WHEREAS nothing in these covenants is intended to negate or circumvent any Code Restrictions in Gulfport, Mississippi or prior covenants of Cypress Bend which may or may not still be applicable; and

WHEREAS the subdivision is in a flood zone and all buildings must comply with restrictions applicable to said zone as to elevation etc.; and

WHEREAS the subdivision is laid out such that each lot has water frontage on the Biloxi River, and although typically the water side of a dwelling is the "front", for the purposes of the City of Gulfport Codes and otherwise, the front of the dwelling is to be considered the road side.

NOW, THEREFORE, the undersigned does hereby create and establish the following building restrictions and restrictive covenants with respect to the use, enjoyment and occupancy of the above-described property and the lots contained with the subdivision hereinabove referred to:

1: USE. No building or structure shall be erected, altered placed, or permitted to remain on any lot other than one detached, single-family dwelling with a private garage or carport and appurtenant private outbuildings.

2: The subject property shall be used exclusively for residential use, and no business of any kind shall be conducted on the property. However, short term rental

may be conducted provided said use does not conflict with the City of Gulfport Ordinances regarding same.

3: HOME SIZE AND OTHER REQUIREMENTS: It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be no less than 1600 square feet.

4: TEMPORARY BUILDINGS: No building materials or temporary buildings of any kind or character shall be placed or stored on property until the owner is ready to commence improvements.

5: STORAGE BUILDINGS. Any outbuilding placed or constructed on the property shall be of exterior material similar to the dwelling.

No portable buildings are permitted.

6: MAINTENANCE. The property shall be attractively maintained. The owners of each lot shall keep each lot mowed regularly, including that area from the lot line to the edge of the street and clear of any unsightly objects. However, considering the natural setting, nothing in these covenants makes it mandatory that grass lawns be required. Suitable natural or other attractive ground coverings which do not require mowing may be utilized. No propane tanks are permitted unless hidden from view with landscaping or fencing.

7: SUBDIVIDING. The property shall not be further subdivided.

8: DISPOSAL OR REFUSE. No garbage, trash, ashes, refuse or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to remain upon any such place. Incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition.

All garage, trash, and other refuse shall be kept in containers stored out of sight of the street, except on pickup days. No permanent garbage containers are permitted along the street.

9: ANIMALS. No animals, livestock, or poultry of any kind shall be raised or bred, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

10: WALLS AND FENCING: No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, with pickets that will allow water to flow through in times of river flooding. No fence shall be taller than seventy-two (72) inches in height nor extend beyond the front corner of the main dwelling.

11: TRAVEL TRAILERS: Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, or as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision.

12: BOATS, RV'S AND RECREATIONAL MOTORCRAFT. All such items must be stored in a garage, outbuilding or under the elevated dwelling and hidden from view with lattice or other suitable building material.

13: MAILBOXES: All mailboxes must comply with the U.S. postal requirements. They shall be attractively mounted on a wooden or vinyl post which is not smaller than 4" x 4".

14: MOTOR VEHICLES: Motor vehicles without wheels, junk vehicles, or vehicles not currently licensed shall not be kept or permitted on any lot.

No semi-trucks or large trucks permitted.

15: DRIVEWAYS. All driveways must be concrete.

16: OFFENSIVE ACTIVITIES. No obnoxious, offensive or illegal activity shall be permitted or conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood. No inoperable motor vehicles or other unsightly personal property shall be kept or maintained on the property

or any lot or street in the subdivision except for minor emergency repair. Inoperable motor vehicles or those in a state of disrepair shall be made operable or repaired at locations other than any such lot or street.

17: CLOTHES LINES. Outside clotheslines shall be permitted in the subdivision as long as they are kept to the rear of the house and neatly maintained.

18: MECHANICAL AND ELECTRICAL DEVICES. All heating, ventilation and air conditioning equipment including without limitation, compressors, and all gas meters and other mechanical and/or electrical devices on any lot shall be located so that they may be visually screened from the street and adjoining property owners

19: SIGNS. No sign, billboard, banner or flying paraphernalia of any kind shall be placed or maintained upon any lot after sale by the Developer except address and mailboxes and one (1) sign of not more than five (5) square feet advertising the property for sale or rent and signs used by the builder during construction period not to exceed one hundred twenty (120) days.

20: SATELLITE DISHES. Satellite dishes must not be visible from the front of the property.

21: CONSTRUCTIONS REQUIREMENTS. The exterior walls of the dwelling shall be faced by suitable material approved by the Developer.

22: BUILDING PLANS. One set of house plans must be submitted to the Developer prior to construction of any improvements. If such plans are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by mail to the lot owner at the address furnished by him with the plans. Such notice will set forth the particulars upon which disapproval was made, but need not contain any suggestions as to corrective measures to be taken.

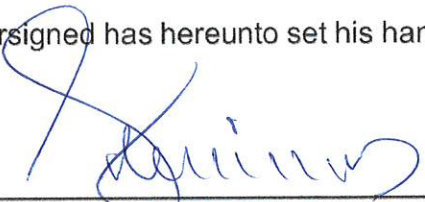
23: TERMS OF RESTRICTIONS. The covenants, terms, conditions, restrictions, and limitations herein contained shall run with the land and be binding upon all owners and binding upon them, and each of their heirs, executors, administrators, and assigns, for a period of twenty (20) years after the date thereof, at which time the said covenants, restrictions and limitations shall automatically be extended for an

additional period of twenty (20) years, unless at the end of the first twenty (20) year period, by vote of owners of two-thirds of the lots then in the subdivision it is agreed to terminate or change said covenants in whole or in part, and recorded in the Chancery Court of Harrison County, Mississippi, First Judicial District. Should such provision, clause, restriction, limitations or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Mississippi in the United States of America by any court or competent jurisdiction, or by legislative enactment of the State of Mississippi, or the United States of America, every remaining provision, clause, restriction, limitation or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall be and remain in full force and effect.

24: ENFORCEMENT. This Declaration shall be enforceable by the Developer, or any owner by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by any owner or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter. The offending party will be required to pay the costs and legal expenses to enforce compliance herein if said party is found guilty of violation. If the offending party is found to be not in violation, then the part bringing the action will have to pay their costs and legal fees.

25: SEVERABILITY. Should any covenant or restriction herein contained, or any article section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal
on this the 31 of January, 2022

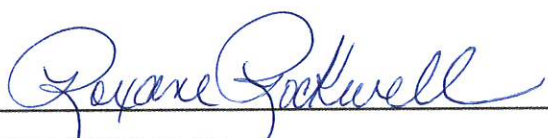


GLEN A. ANGUS, MANAGING MBR.,
RIVER POINTE ESTATES, LLC

STATE OF MISSISSIPPI
COUNTY OF JACKSON

I, the undersigned authority, a Notary Public, within and for said County
and State, hereby certify that Glen A. Angus, whose name is signed to the foregoing
restrictive covenants and who is known to me, acknowledged before me on this day
that, being informed of the contents of said restrictive covenants, he executed the same
voluntarily on the day the same bears date.

Given under my hand and seal on this the 31 day of January, 2022.



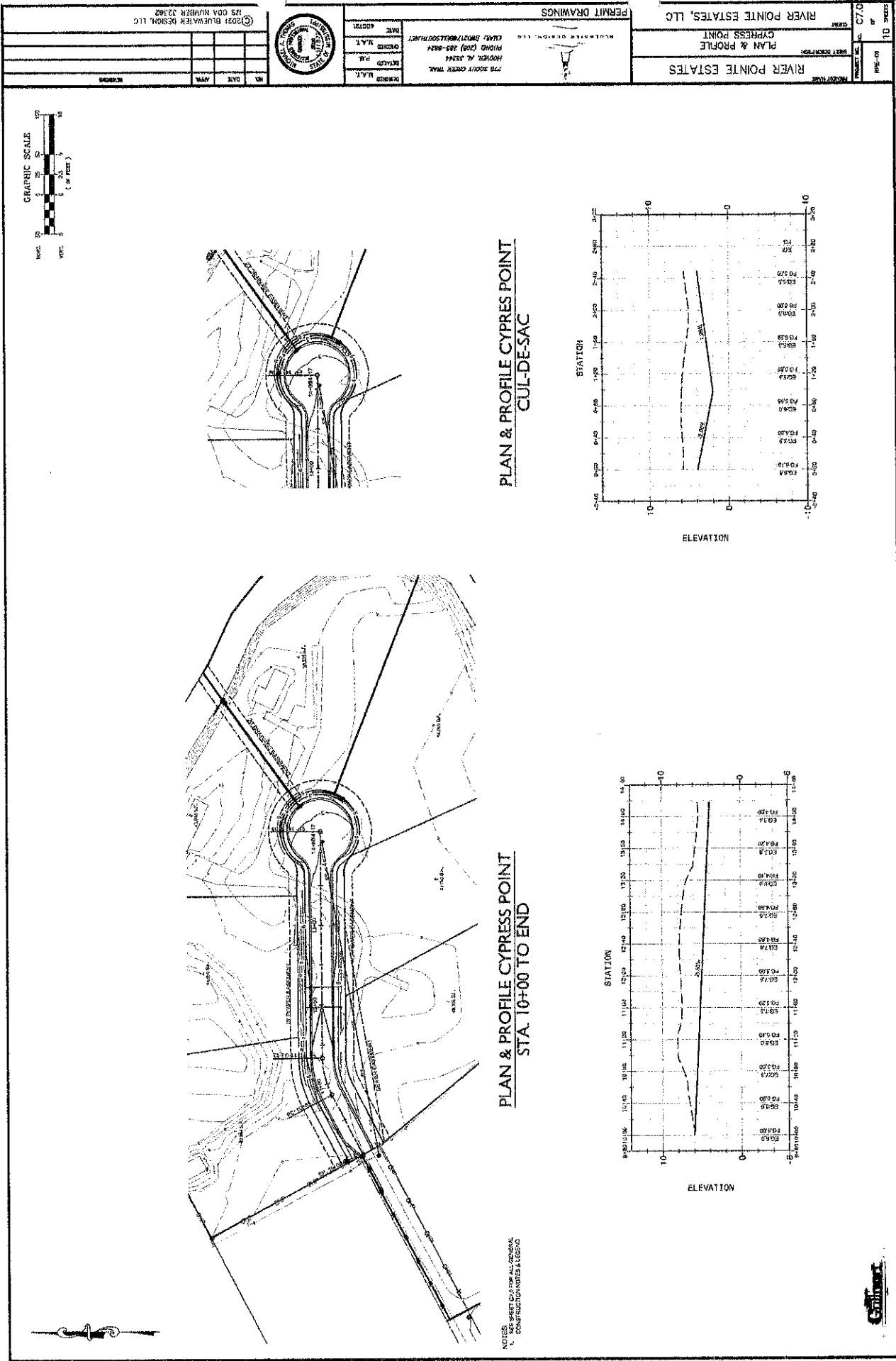
NOTARY PUBLIC

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

William Kulick, Esq.
Kulick Law Firm, PLLC
2112 Bienville Blvd., Suite B1
Ocean Springs, MS 39564
(228) 324-6071
MS BAR #: 4278



RIVER POINTE ESTATES

A SUBDIVISION OF PARCEL OF LAND LOCATED IN
SECTION 32, TOWNSHIP 6 SOUTH, RANGE 10 WEST
HARRISON COUNTY, MISSISSIPPI

ZONED USE: RE, SINGLE FAMILY RESIDENCE

LEGAL DESCRIPTION

RECORD PROPERTY DESCRIPTION: INSTRUMENT #2016 2357-O-11

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH (SW 1/4) 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 CONTINUE NORTH 59 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 197.0 FEET TO AN IRON PIPE; THENCE CONTINUE NORTH 59 DEGREES 28 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 17.0 FEET, MORE OR LESS, TO A POINT ON THE WEST BANK OF THE BILOXI RIVER; THENCE RUN NORTHWESTERLY, NORTHEASTERLY 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.

SURVEYOR'S CERTIFICATE

I, LARRY R. SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2023.

OWNERS CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE RIVER POINTE ESTATES, AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2023

GLEN ANGUS, MANAGING MEMBER FOR RIVER POINTE ESTATES, LLC.

GLEN ANGUS
MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____
PERSONALLY appeared before me, the undersigned authority, in and for the said county and state, on this _____ day of _____, 2023, _____, who acknowledged to me that he is partner of RIVER POINTE ESTATES, LLC, and that for and on behalf of said partnership as partner of said limited partnership, and as the act and deed of said partnership as partner of said limited partnership, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said partnership and said limited partnership so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES:

FINAL PLAT OF

RIVER POINTE ESTATES

A SUBDIVISION OF PARCEL OF LAND LOCATED IN
SECTION 32, TOWNSHIP 6 SOUTH, RANGE 10 WEST
HARRISON COUNTY, MISSISSIPPI

ZONED USE: RE, SINGLE FAMILY RESIDENCE

CITY ENGINEER'S CERTIFICATE OF APPROVAL

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN. ADOPTED ON THE _____ DAY OF _____, 2023

WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2023, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO. _____ PAGES _____

CITY OF GULFPORT

BY: _____
BILLY HEVES, MAYOR

DATE OF EXECUTION

BY: _____
BRITTANY RODGERS
CLERK OF COUNCIL

DATE OF EXECUTION

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE RIVER POINTE ESTATES WITH THE ORIGINAL AND FIND THE SAME TO BE AN EXACT COPY THEREOF.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2023.

DEPUTY CLERK

LARRY R. SMITH, P.L.S. NO. 2695

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2023.

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

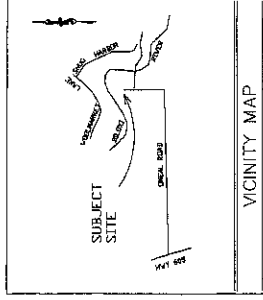
RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2023, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____

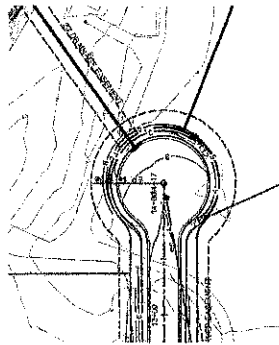
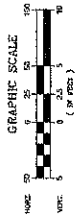
JOHN MCADAMS, CHANCERY CLERK

LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE
GULFPORT MS. 39503
PHONE: 228-669-0419

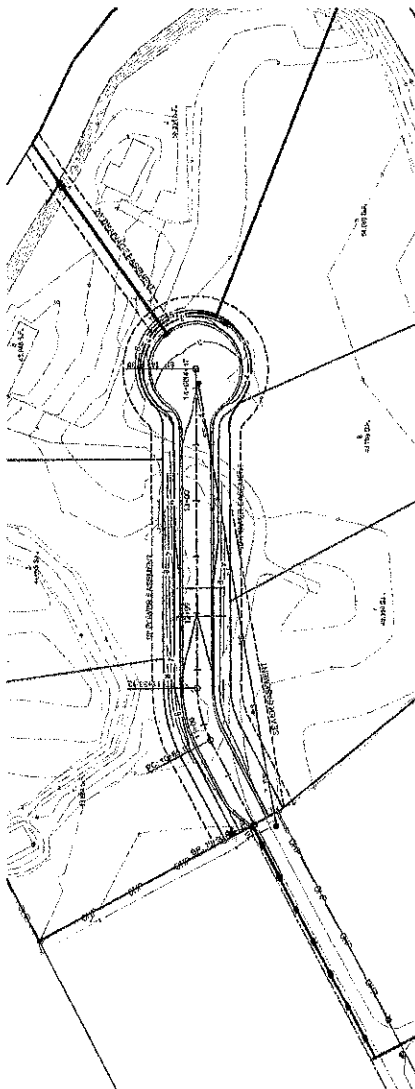
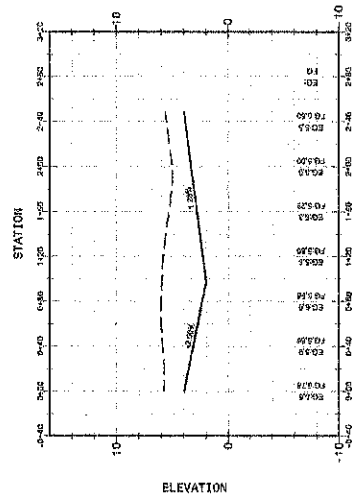
SHEET : 2 OF 2



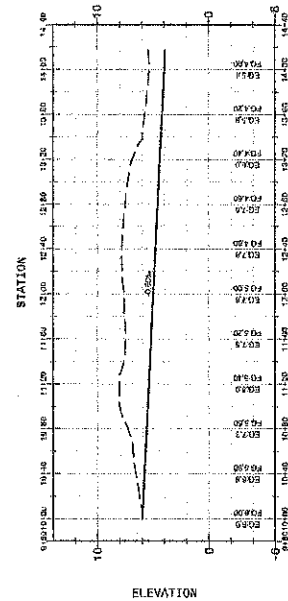
PROJECT NO. 10 SHEET NO. 10 DATE 10/10/10		RIVER POINTE ESTATES, LLC CYPRESS POINT PLAN & PROFILE		C77.0 10/10/10	
779 SOUTH CREEK TRAIL HOUSTON, TX 77054 PHONE: (281) 383-0044 EMAIL: DINO@WHEELSOUTLET.COM		DATE 10/10/10 DESIGNED N.A.T. DRAWN P.A. CHECKED N.A.T.		20091 WATER DESIGN, LLC MS COA NUMBER 32382	



PLAN & PROFILE CYPRESS POINT
CUL-DE-SAC



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



NOTES:
 1. INSET CUL-DE-SAC GENERAL
 2. CONSTRUCTION NOTES & LEGEND



FINAL PLAT OF
RIVER POINTE ESTATES

A SUBDIVISION OF A PARCEL OF LAND LOCATED IN
SECTION 32, TOWNSHIP. 6 SOUTH, RANGE 10 WEST
HARRISON COUNTY, MISSISSIPPI

A PARCEL OF LAND CONTAINING HARRISON COUNTY TAX PARCELS
10070-01-028.008, 10070-01-028.014, 10070-01-028.000 & 10070-01-028.012
A 7.7 ACRE DEVELOPMENT DIVIDED INTO A 7 LOT SUBDIVISION

CITY OF GULFPORT ZONING REQUIREMENTS:

ZONED USE: RE, SINGLE FAMILY RESIDENCE

LOT SIZE: 43,560 SQ. FT. MINIMUM

BUILDING SETBACKS

FRONT YARD: 45 FEET

SIDE YARD: 25 FEET

REAR YARD: 25 FEET

SCALE: 1"=60'

CLASS "B" SURVEY

Base Bearing by
RTK GPS NETWORK
MS E 2301 (NAD 88)

NOTE

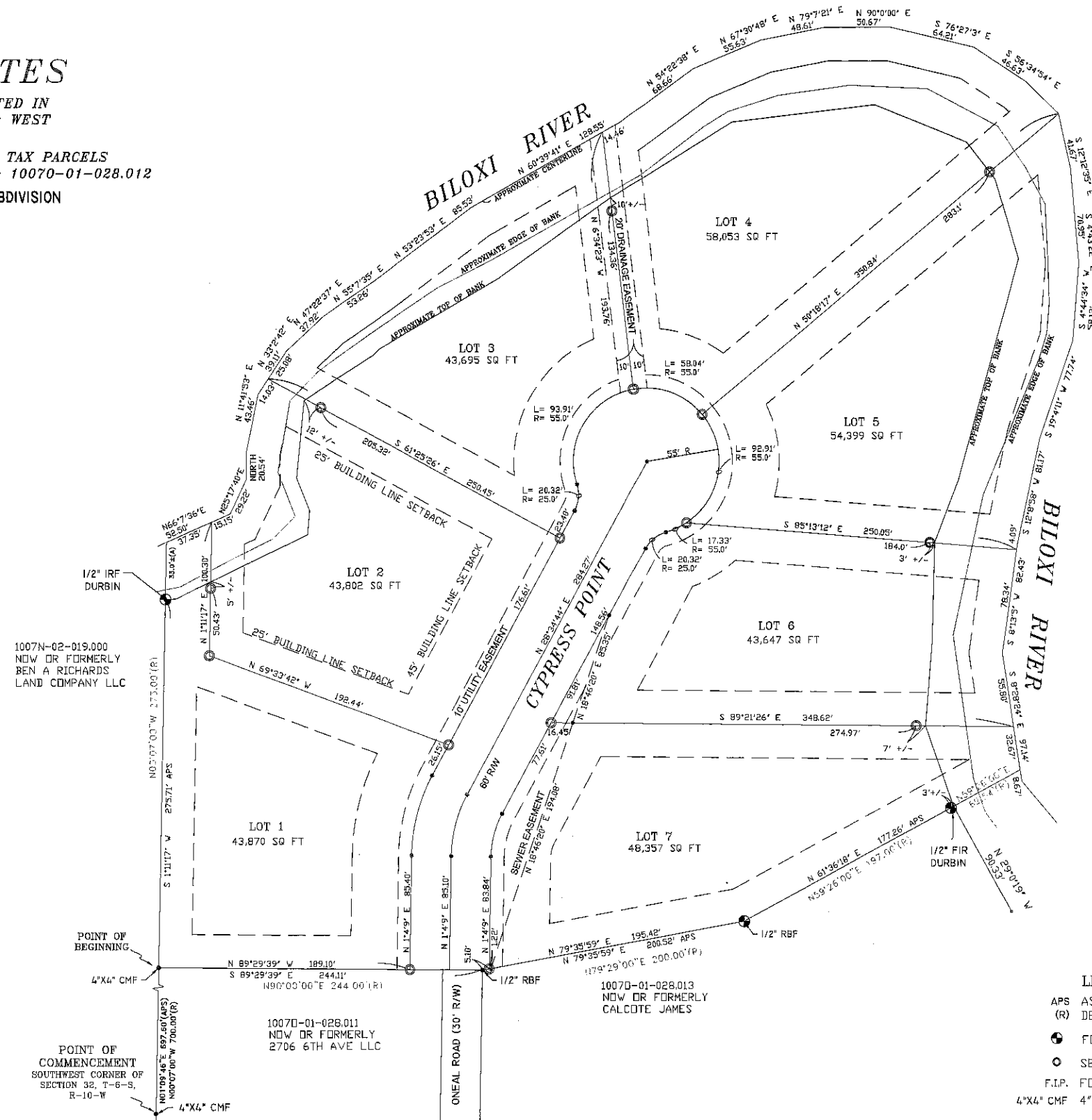
1. THERE IS A 10' UTILITY/ DRAINAGE EASEMENT
ALONG THE FRONTS OF ALL LOTS
UNLESS OTHERWISE SHOWN HEREON
2. ALL EASEMENTS ARE
TO BE FOR DRAINAGE AND UTILITIES.
3. DATE OF FIELD SURVEY 03/05/2023

LEGAL DESCRIPTION

RECORD PROPERTY DESCRIPTION: INSTRUMENT #2015 2357-D-J1

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST
ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH (SW 1/4 OF THE SW 1/4) OF
SECTION 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 28 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 200.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 59 DEGREES
26 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 197.0 FEET TO AN IRON PIPE;
THENCE CONTINUE NORTH 59 DEGREES 26 MINUTES 00 SECONDS EAST FOR A
DISTANCE OF 17 FEET, MORE OR LESS, TO A POINT ON THE WEST BANK OF THE
BILOXI RIVER; THENCE RUN NORTHWESTERLY, NORTHEASTERLY,
NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID WEST BANK OF THE BILOXI
RIVER TO A POINT ON THE WEST LINE OF SECTION 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.



LEGEND

- APS AS PER SURVEY
- (R) DEED CALL
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/ CAP
- F.I.P. FOUND IRON PIPE
- 4"x4" CMF 4" CONCRETE MONUMENT

FLOOD ZONE NOTICE:

THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION DOES LIE IN A FLOODWAY OR FLOOD
PRONE AREA AS DETERMINED BY THE FEDERAL EMERGENCY AGENCY'S FEDERAL
INSURANCE RATE MAP PANEL NO. 28047C0260H, EFFECTIVE DATE 12/21/2017, IN ZONE AE.
PURCHASES OF PROPERTY WITHIN THIS SUBDIVISION ARE ADVISED THAT THE
CONSTRUCTION OF IMPROVEMENTS MAY BE SUBJECT TO ADDITIONAL INSURANCE
REQUIREMENTS AND BUILDING REGULATIONS

**LS LARRY SMITH
LAND SURVEYING**
105 N. KERN DRIVE
GULFPORT MS. 39503
PHONE:
228.669.0419

_____[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

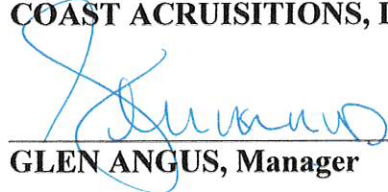
Grantee assumes taxes for the current year.

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	Name Type
River Pointe Estates LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1294183
Status:	Good Standing
Effective Date:	07/15/2021
State of Incorporation:	Mississippi
Principal Office Address:	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

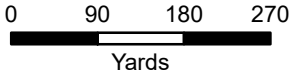
Officers & Directors

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



Legend

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



1 inch = 600 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1007O-01-028.008	RIVER POINTE ESTATES LLC (OWNERS)	2112 BIENVILLE BLVD, STE B1	OCEAN SPRINGS	MS	39564
			Adjacent Property Owners (2304PC042)				
	97202	1007O-01-028.013	CALCOTE JAMES	1706 MCGILL AVE	MOBILE	AL	36604
	55512	1007N-02-019.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	97257	1007O-01-028.011	2706 6TH AVE LLC	3225 MCLEOD DR, STE 100	LAS VEGAS	NV	89121
	55491	1007N-01-037.000	MILLER RHONDA L	11003 WOOLMARKET LAKE RD	BILOXI	MS	39532
	55573	1007O-01-044.000	MOZINGO PROPERTIES LLC	549 E PASS RD	GULFPORT	MS	39507
	55568	1007O-01-040.000	TYSON ROBERT C JR & PRICE HAROLD P	10597 WOOLMARKET LAKE RD	BILOXI	MS	39532
	55564	1007O-01-041.000	OSTAVITZ BRIAN & STACY	10603 WOOLMARKET LAKE ROAD	BILOXI	MS	39532
	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
	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: 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

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: 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 (Residence estate), 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, June 22, 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, June 22, 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	426559	Print Legal Ad-IPL01247600 - IPL0124760		\$56.32	2	34 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, June 22, 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.

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

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 (Residence estate), Ward 6

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

This the 25th day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0124760
Jun 7 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:
06/07/23

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.

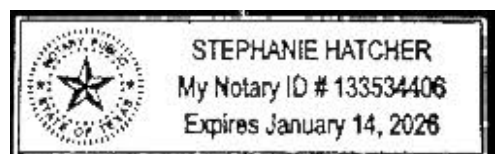
Stefani Beard

Sworn to and subscribed before me this 5th day of June 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: June 22, 2023

Re: **Final Plat 2306PC063:**

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

Technical Report
Final Plat
(Highland Lake Townhomes)

GENERAL INFORMATION

Case File Number: 2306PC063

Hearing Date: June 22, 2023

Current Zoning/Use: R-B / Vacant Property

Legal: Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 164- unit townhome development containing 20.1 acres zoned R-B (Residence Business). The development will be in two phases. The applicant is seeking approval for Phase 1, which will contain one hundred lots.

Regulations state that the minimum property size for new townhome development must have for the first two (2) dwelling units, 3,800 square feet and each additional dwelling unit, 1,200 square feet; in which the applicant exceeds the required square footage requirement. In addition, this includes a lot width minimum of 14 feet wide with a 10-foot front yard setback. In addition, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. Applicant must meet all on-site parking requirements. Parking dimensions will be required on construction plans as well as drainage calculations.

Further, On April 28, 2022 the General Plan (2204PC066) was approved by the Planning Commission and granted an extension on April 27, 2023 with certain conditions. One of the stated conditions was that the applicant must have a tree survey for this project, as well as a replacement plan. Secondly, this project does not incorporate natural features and trees preservation into the project development. In regards to the Supplementary Design Standards Appendix A Sec. IV (2) thus, the applicant has not provided the required information to the Planning Department.

To be considered townhomes, each townhome must have its own parcel number. The applicant has met this particular requirement. In addition, the proposed parcels are located adjacent to existing city rights-of-way; are protected by Gulfport Fire and Police, and will have capacity for city water and sewer.

Technical Report

Final Plat

(Highland Lake Townhomes)

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:

- a. Lot sizes
- b. Lot access to planned public roads
- c. Right-of-way width 60 feet. Article III (9-50)(B)(13)
- d. Townhomes located on individual parcels.

B. Does not meet:

- a. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)
- b. The applicant must have a tree survey for this project, as well as a replacement plan.
- c. Final Plat was denied by the GIS Department. Due to at the time of Final Plat, all relevant information, including utilities, water, sewer, and drainage must be submitted. Digital File PDF Site Plan incomplete.

EXECUTIVE SUMMARY

On April 28, 2022, the General Plan (2204PC066) was approved by the Planning Commission with certain conditions. One of the stated conditions was that the applicant must have a tree survey for this project, as well as a replacement plan. Secondly, this project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2) which the applicant has not provided the required information to the Planning Department. Further, GIS Department has denied Final Plat due to plans incomplete. Missing utilities, water, sewer, and drainage. Engineered drawings/maps must be submitted.

Any approval should consider these conditions:

1. Final Plat was denied by the GIS Department. Due to at the time of Final Plat, all relevant information, including utilities, water, sewer, and drainage must be submitted.
2. All construction and sub-disciplines shall comply with all City Building Codes and Ordinances.
3. Needs a tree survey and tree replacement plan required. The tree survey only needs to show protected trees.
4. Parking dimensions will be required on construction plans.
5. Must provide name of future streets.
6. Must meet architectural standards.
7. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)

Technical Report
Final Plat
(Highland Lake Townhomes)

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Complete punch list items from final inspection dated 6/1/23. Memo dated 6/9/23.

Public Works: All punch list items from final inspection dated 6/1/23 to be completed, and all close out documentation submitted. Memo dated 06/9/23.

Traffic and Safety: Punch list items must be complete. Memo dated 6/9/23.

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 5/31/23.

GIS: Denied. Digital File PDF Site Plan incomplete, missing utilities. Engineered Drawing /Maps incomplete. At the time of the Final Plat, all relevant information, including water, sewer, and drainage must be complete. Memo date 6/8/23.

Police Department: No comments as of 6/1/23.

Fire Department: No conditions. Memo dated 6/1/23.

City Arborist: No conditions. Memo dated 6/1/23.

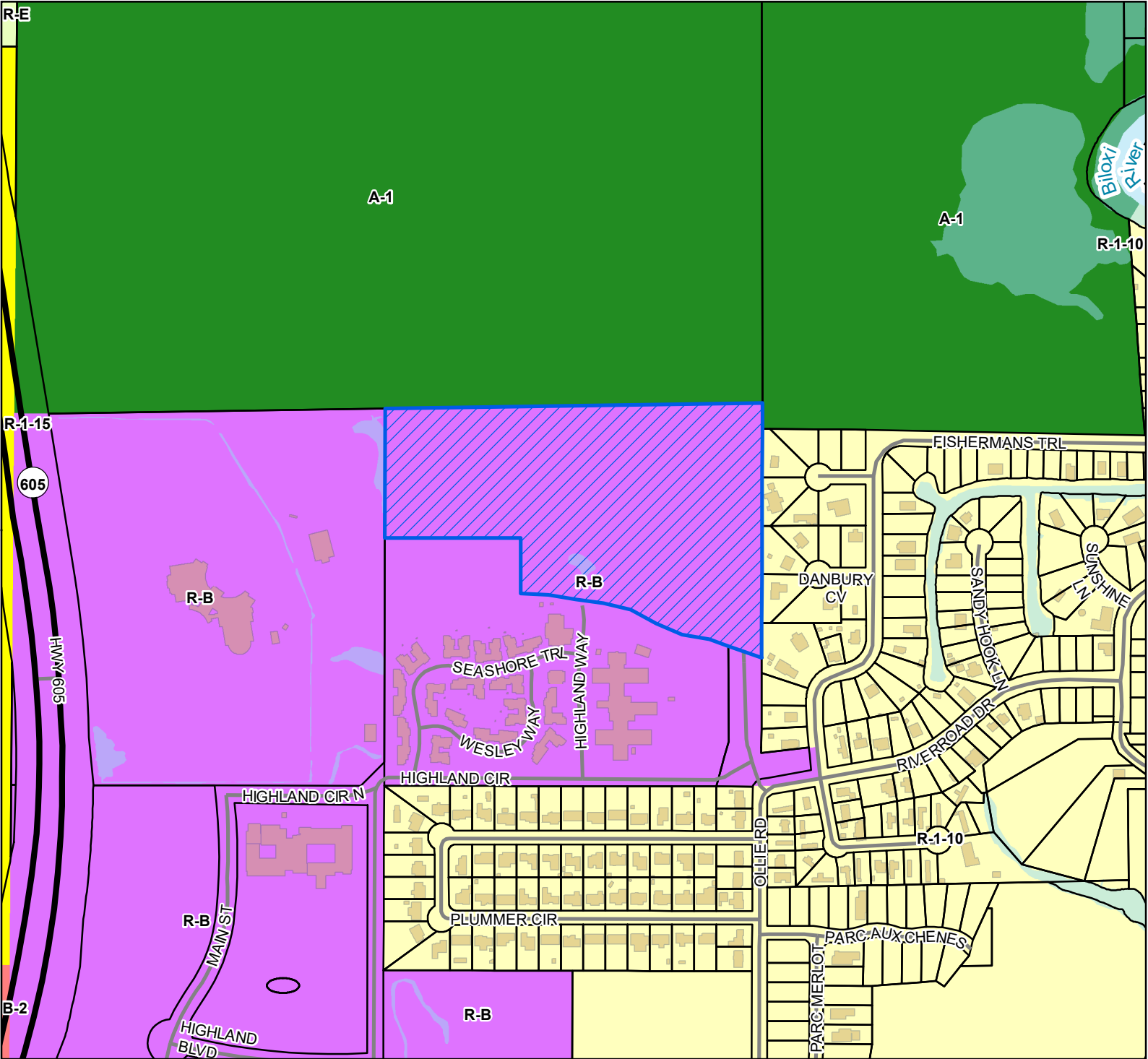
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

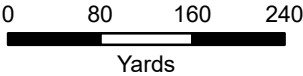




- Site
 - US or State Highway
 - Street
 - Parcels
 - Buildings
 - Water Features
- Zoning**
- A-1 - Agricultural District
 - B-2 - General Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-B - Residence-Business District
 - R-E - Residence-Estate

Site Information

1008F-01-001.000
 Zoning: R-B (Residence-Business)
 Size: 20.1 acres
 Flood: X



1 inch = 500 feet



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

fee \$675



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

APPLICATION FOR FINAL PLAT - TOWNHOMES

Property Information

TAX PARCEL #

1	0	0	8	F

 -

0	1

 -

0	0	1

 .

0	0	0

For Staff Use Only
Case File #: 23062063
Date Received: 5/1/23
Receipt #: _____
Received By: RG MW
Zoning: RB
Ward: 6 Flood: X
Size: 20.1 AC

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Ollie Road; Gulfport, MS 39503

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

General Location: Immediately North of Seashore Methodist Retirement; Ollie Rd.

GENERAL DESCRIPTION OF REQUEST:

Final Plat for Phase 1 Highland Lakes Townhomes

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

Highland Lake Townhomes, LLC
Printed Name Of Owner
919 2nd Street
Mailing Address
Gulfport, MS 39501
City State Zip code
228-596-4471
Home Phone Work/Cell Phone
Kenneth @ gcdevelopmentdesign.com
Email

[Signature]
Signature Of Owner

AGENT

Printed Name Of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
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.

Certificate Of Completion

Envelope Id: A15C659BA0144D348D46297EA01BD28B
Subject: Complete with DocuSign: RESOLUTION OF Highland Lake, LLC - Final Plat.pdf
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Kenneth Jones
P.O. Box 442
Ocean Springs, 39566
kjonescbc@gmail.com
IP Address: 104.185.61.52

Record Tracking

Status: Original
4/24/2023 2:45:22 PM

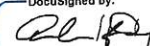
Holder: Kenneth Jones
kjonescbc@gmail.com

Location: DocuSign

Signer Events

Adam Dial
adamdial@me.com
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Drawn on Device
Using IP Address: 98.97.82.90
Signed using mobile

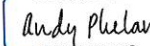
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Signed: 4/25/2023 7:23:41 AM

Electronic Record and Signature Disclosure:

Accepted: 4/25/2023 7:23:34 AM
ID: 995ff12a-6039-4ab4-beee-406d233608c1

Andy Phelan
andy@gcdevelopmentdesign.com
Security Level: Email, Account Authentication
(None)

DocuSigned by:

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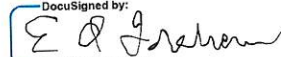
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Electronic Record and Signature Disclosure:

Accepted: 4/24/2023 2:47:51 PM
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Ed Trehern
edtrehern@gmail.com
La Dolce Vita
Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Drawn on Device
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Signed: 4/24/2023 2:49:04 PM

Electronic Record and Signature Disclosure:

Accepted: 7/7/2022 12:07:14 PM
ID: 7f46a619-cf7f-449a-ae4d-9779393ba486

Kenneth Jones
kjonescbc@gmail.com
Member
Gulf Coast Development & Design, LLC
Security Level: Email, Account Authentication
(None)

DocuSigned by:

FE636FF1E319479...

Signature Adoption: Drawn on Device
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Viewed: 4/24/2023 2:47:38 PM
Signed: 4/24/2023 2:47:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

THIS INSTRUMENT WAS PREPARED BY:

Sabrina B. Ruffin, MSB#103659
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Ste. 300
Mobile, Alabama 36602
(251) 432-5511

WHEN RECORDED RETURN TO:

Wanda Brown
Hand Arendall Harrison Sale LLC
104 St. Frances St., Suite 300
Mobile, Alabama 36602
(251) 432-5511

Indexing Instructions: Lots 1 through 98, all common areas, and all other property shown on that certain plat of subdivision for Highland Lake Townhomes, Phase ____ recorded in Map Book ____, at Page ____ of the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

HIGHLAND LAKE TOWNHOMES, LLC
919 2ND STREET
GULFPORT, MS 39501
RESIDENTIAL PHONE NO. NA
BUSINESS PHONE NO. (228) 596-4471

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

HIGHLAND LAKE TOWNHOMES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, _____, by HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on _____, 20____, Declarant recorded in Map Book____, Page ____ of the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, a subdivision plat for Highland Lake Townhomes, Phase ____ Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Harrison County, Mississippi, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.
- (b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (c) "Articles of Incorporation" means the Articles of Incorporation of Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

- (d) "Association" means Highland Lake Townhomes Owners Association, Inc., a Mississippi non-profit corporation.
- (e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (f) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (g) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (i) "Common Expense" means any and all expenses of the Association (i) associated with the ownership, maintenance, repair and/or replacement of the Common Area; (ii) in repairing and maintaining any Party Roof, the exterior of any Townhome(s), and otherwise performing any repair and/or maintenance in accordance with the terms and conditions of Article Eleven hereof; (iii) in obtaining and maintaining any and all insurance required or otherwise permitted in accordance with Article Twelve hereof; and (iv) otherwise denominated hereunder as a Common Expense.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.
- (k) "Declarant" means Highland Lake Townhomes, LLC, a Mississippi limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (l) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (m) "Member" means every person or entity who is a member of the Association.
- (n) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (o) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

- (p) "Party Roof" means a common roof system for any Townhome sharing a Party Wall(s).
- (q) "Party Wall" means a common wall separating any Townhomes located on two (2) or more separate Lots that is constructed, improved, maintained, repaired and replaced on the boundary line between said two (2) or more Lots.
- (r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (s) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (t) "Subdivision" means Highland Lake Townhomes, Phase _____, a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (u) "Townhouse" or "Townhome" means any single family dwelling unit situated upon a Lot.
- (v) "Townhome Building" means two (2) or more Townhomes that are attached to one another via the sharing of a Party Wall(s).
- (w) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Harrison County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns, (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein), or (iii) _____, 20__; provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right

to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Emergency Access Easement. Association is the assignee of the grantee under that certain Perpetual Emergency Access Easement recorded at Instrument 2022-0019606-D-J1 in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, and the holder of the rights and obligations of the grantee thereunder for the benefit of the Association, all Owners, and all tenants and guests of all Owners (the "Emergency Access Easement"). The Association shall have the right to promulgate rules and regulations regarding the use of the Emergency Access Easement. The obligations, including any maintenance obligations, of the grantee under the Emergency Access Easement shall be performed by the Association and the cost thereof shall be levied as Assessments (hereinafter defined).

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or

restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot

and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for (a) operation of the Association, (b) the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability and for the purposes set forth herein, (c) maintenance and repair of any aspect of the Townhomes that is delegated to the Association in accordance with Article Eleven hereof, and (d) performance of any and all matters that are declared herein to be a Common Expense. The Association shall have the obligation to maintain the Common Area (including, without limiting the generality of the foregoing, any and all roads, easements, drainage facilities, landscaping, structures, holding and retention ponds, and the like, whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in the Reserve Account (hereinafter defined) such sums as the Board determines in good faith are necessary and adequate to make periodic repairs and improvements to any part of the Common Area, the Party Roofs and/or the Party Walls.

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a Townhome has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount

of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against, and due upon the closing of the sale of, each Lot in the amount of the greater of (a) Two Hundred and No/100 Dollars (\$200.00), or (b) one-fourth (1/4) of the then current annual Assessment against the purchaser of each Lot (whether such Lot has a completed Townhome located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Articles of Incorporation, Bylaws or this Declaration.

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions, in the name of the Association, against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at

any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.10 Subordination of the Lien to Deeds of Trust. The Assessment Lien shall be subordinate to the lien of any first deed of trust on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first deed of trust on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.11 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

4.12 Reserve Account. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area, the Party Roofs, the Party Walls, and for such other purposes as may be set forth herein (the "Reserve Account"). The Reserve Account shall be maintained out of regular assessments for Common Expenses.

ARTICLE FIVE

MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhouse and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No Townhouse, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such

guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given. Notwithstanding the immediately preceding sentence, if an Owner constructs, modifies, or alters any improvement on his or her Lot prior to delivering the applicable plans and specifications to the Architectural Review Committee as required hereunder, then such plans and specifications shall not be deemed approved if the Architectural Review Committee fails to approve or disapprove of such plans and specifications within said thirty (30) day period.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN

USE RESTRICTIONS

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Townhome, any other building located on a Lot, or any portion of any Lot; provided,

however, that (a) an Owner may conduct a business entirely within his Townhome so long as (i) such business uses only ten percent (10%) of the total square footage of such Townhome, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use one or more townhomes as a “model home” and to operate a sales office from such model home.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a townhome that is visible from the exterior of such townhome), except (i) that any Owner actively attempting to sell his Lot may place a “for sale” sign of less than four (4) square feet on his Lot; (ii) during the building of townhomes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the townhome.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any Townhouse shall contain a minimum of one thousand one hundred (1,100) square feet of heated and cooled living space.
- (b) No townhouse may exceed three (3) habitable stories above grade.
- (c) To the extent required by applicable law, all sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the townhouse on his or her Lot and before occupancy thereof.
- (d) [Intentionally Omitted].

- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted without the prior written approval of the Architectural Review Committee.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) No plumbing or heating vent shall be placed on the front side of any roof.
- (i) Driveways must be made of concrete. In no event may any driveway be painted, scored or otherwise colored. Any driveway extension must be approved by the Architectural Review Committee and any such extension shall not impede any utility easement.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the Townhouse and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) No wall or fences may be constructed or erected around or on any Lot.
- (m) No outside clothes lines shall be permitted.
- (n) Following construction of a Townhome a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for

any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless (a) such structure is attached to the Townhouse erected on the same Lot, (b) the architecture and character of such structure matches that of said Townhouse, and (c) such structure has been approved in writing by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles, campers, boats, boat trailers, waver runners, jet skis or other similar items shall not be parked or stored on any Lot.
- (d) Overnight parking within any street right of ways is prohibited. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot, including, without limitation, all terrain vehicles (aka ATVs).

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provisions of the City of Gulfport, Mississippi, and its applicable building code. The use of dumpsters for cleaning and construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition and screened from street view.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Townhome at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. The exterior facing of window coverings must be off-white or a neutral color. Reflective glass shall not be permitted on the exterior of any

Townhouse or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Townhome on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or Townhouse without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis and removed from view immediately after use. Any backyard playground equipment or trampoline placed on a Lot must be placed behind the House, on the rear side of the Lot, and enclosed with a fence, with prior approval of the Architectural Review Committee required for the fencing design, materials, height and location for such fencing.

ARTICLE EIGHT

ADDITIONAL RESTRICTIONS

8.01 Leasing. Townhomes and Lots may be leased by an Owner for residential purposes only; provided, however, that any such leasing activities shall be subject to the following terms and conditions: (a) any such lease and the rights of any tenants thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations

relating to the lease and rental of Lots and Townhomes and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction; (b) no such lease shall be for less than ninety (90) days; and (c) all leases must be in writing, with a copy provided to the Association upon request by the Association. Any Owner who leases his Townhomes or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. Notwithstanding the foregoing, this Section shall not apply with respect to any Lot subject to a mortgage which is insured or guaranteed by the Federal Housing Administration or the Veterans Administration, or where the provisions of this Section are otherwise prohibited by law.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to encumber his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any holder of a deed of trust, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its deed of trust.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the deed of trust.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and

- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof,

and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Rights in Regard to the Association. Until Turnover, Declarant shall have the sole and exclusive right to (1) appoint, remove and replace all of the members of the Board of Directors of the Association; (2) appoint all of the officers of the Association; (3) appoint, remove and replace the members of the Architectural Review Committee of the Association as defined in and in accordance with the Bylaws; (4) amend the Articles of Incorporation and the Bylaws; and (5) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in this Declaration and the Bylaws.

10.05 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Ten, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc. - Birmingham ("DHI"); provided, however, that no such consent shall be required for (a) the annexation of any of the Additional Property under Section 10.02 hereof, or (b) any changes to or additions of restrictive covenants that are applicable solely to phases of the Subdivision in which DHI does not own any Lots that it acquired from Declarant or any affiliate of Declarant and does not have a purchase contract with Declarant for the purchase of Lots.

10.06 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN **TOWNHOME ISSUES**

11.01 General Rules of Law to Apply. Each wall built and located on the common or dividing line between adjoining Lots shall constitute a Party Wall. Each roof system built over structures on adjoining Lots shall constitute a Party Roof. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and party roofs and liability for property damage due to negligence, or willful acts or omissions, shall apply thereto.

11.02 Repair and Maintenance of a Party Wall. When the need arises for repair or other maintenance of any part of a Party Wall as originally built or as later extended, the cost of such repair shall be divided equally between the Owners of the Lots on which the Party Wall is located

as to parts of the Party Wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Any Owner who shall cause a Party Wall to be exposed to the elements shall be solely responsible for any damages to adjoining improvements.

11.03 Repair and Maintenance of a Party Roof. When the need arises for repair, replacement or other maintenance of any part or all of a Party Roof, the Association shall perform (or cause to be performed) such repair, and the cost of such repair shall be a Common Expense. No Owner may cause any such repairs or maintenance to be so performed; provided, however, that in the event of any material damage to a Party Roof that may result in water or other elements penetrating the Party Roof and damaging the Townhome(s), an Owner shall have the right to make any emergency repairs such Owner deems reasonably necessary to protect his or her Townhome from damage; provided, further, however, that in the event an Owner exercises such right, he or she shall immediately notify the Association of such repairs.

11.04 Maintenance of Exterior of Townhomes. The Association shall maintain the exterior walls, excluding windows and doors, of Townhomes and shall repaint when necessary the Townhomes, and the cost thereof shall be a Common Expense.

11.05 Lawn Maintenance and Irrigation. The Association shall perform all lawn and irrigation maintenance around the Townhomes, including mowing, weeding and fertilizing and the cost thereof shall be a Common Expense.

11.06 Termite Bond. The Association shall maintain termite bonds on each Townhome and shall perform such repairs and treatments as may be necessary to maintain and renew said bonds, and all of the costs and expenses associated therewith shall be a Common Expense.

11.07 Owner Maintenance Responsibilities. Except for the items that are specifically reserved to the Association in accordance with the terms and conditions of this Declaration, each Owner shall be responsible for the maintenance, repair and upkeep of such Owner's Townhome, including, the interior of such Townhome and any exterior doors and windows of such Townhome; provided, however, that an Owner may not replace any exterior door or window without first obtaining the prior written approval of the Association as to the specific type of window or door, as applicable, to be used in such replacement. Each Owner shall properly maintain any balcony or terrace, including but not limited to the flooring surface of such balcony or terrace, appurtenant to such Owner's Townhome; provided, however, that no Owner shall puncture, or otherwise cause or allow to be punctured, the surface of any such balcony or terrace.

11.08 Cost of Construction. If the Owner of any Lot erects a Party Wall at a time when the adjoining Owner is not ready to construct, then the Party Wall must be located on the Lot line, but entirely within the Lot on which construction is to begin and such Owner shall bear the entire cost of constructing said Party Wall. If the adjoining Owner later erects a building utilizing said Party Wall, or any part thereof, he shall promptly pay to the Owner who originally bore the entire Party Wall cost an amount equal to the ratio that the portion of the Party Wall utilized for support, attachment or joinder bears to the original cost thereof, divided by one-half.

11.09 Adjoining Lot. The first Owner to erect a Party Wall shall have the right to enter the adjoining Lot(s) and shall have the right to authorize entry by his contractor, agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the construction of the Party Wall; provided, however, that on completion of the Party Wall, the adjoining Lot(s) shall be restored to their condition prior to the start of construction. The first Owner to erect a Party Wall shall erect said Party Wall and any party Roof in such a manner so as not to encroach into the Lot of any adjoining Owner; provided, however that such Party Wall and Party Roof may, with the advance written approval of the Architectural Review Committee, have a finished eave or other overhang structure encroaching into such adjoining Owner's Lot; provided, further, however, that such eave or other overhang structure shall be subject to the rights of an adjoining Owner to thereafter eliminate or modify such eave or other overhang structure to accommodate the construction of an adjoining Townhome; and the elimination or alteration of any such eave or other overhang structure shall, in all events, be subject to the equitable and final discretion of the Architectural Review Committee. No construction shall be undertaken in a manner so as to adversely affect the structural integrity of any Townhome located on a Lot.

11.10 [INTENTIONALLY DELETED.]

11.11 Access to Common Areas During Construction. Each Builder shall have a license to go upon and make use of such portions of the Common Area as are reasonably necessary in connection with a Builder's construction of a Townhome or Townhome Building on a Lot or Lots adjacent to such Common Area; provided, however, that each such Builder shall be responsible for and shall repair any damage caused to the Common Area by such Builder or such Builder's subcontractors and materials suppliers.

11.12 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and/or Townhome as required herein, and that failure to so maintain shall cause damage or injury to the adjoining Townhome, Party Wall, and/or Party Roof, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the Townhome and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Lot is subject.

11.13 Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.14 Easement for Encroachment. There shall be (a) reciprocal perpetual easements of encroachment between each adjacent Lot, and (b) perpetual easements of encroachment over and across any adjacent Common Area, for purposes of allowing for the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

11.15 Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Lot upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Townhome.

ARTICLE TWELVE **INSURANCE; CASUALTY**

12.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

12.02 Insurance on Townhomes - Association. Except as is provided in Section 12.07 hereof to the contrary, the Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhome-style projects similar in construction, design, location and use, insuring the Townhomes against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements. If the Townhome Lots are located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Association shall, to the extent obtainable, insure the Townhomes and the Lots against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than one hundred percent (100%) of the then current replacement cost of the Townhomes (but excluding interior

sheetrock and wallboard apart from the four walls that comprise the Townhome Building, fixtures, appliances, and improvements or betterments made to a Townhome by the applicable Owner after the initial construction of such Townhome) and any accessory structures attached to a Townhome (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage) (collectively, the "Covered Property"). In no way limiting the foregoing, the interior sheetrock and wallboard that comprises the four walls of the Townhome Building shall constitute Covered Property. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association for the use and benefit of the individual Owners. Periodically, and in any event at least once every two (2) years, prior to the renewal of any such policy or policies of insurance, the Association shall either obtain an opinion or an appraisal from a qualified insurance appraiser for the purpose of determining the full replacement cost of the Covered Property for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of this Article and shall (i) contain a standard mortgagee loss payable clause endorsement in favor of the Mortgagee or Mortgagees of each Townhome, if any, as their respective interests may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner. Premiums upon insurance policies purchased by the Association in accordance with this Section shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Townhome or its appurtenances by an Owner of a Townhome shall be specially assessed against that Owner.

12.03 Townhome Owner Insurance. The Owner of each Lot shall be responsible for, at the Owner's expense, obtaining insurance coverage for (a) loss of or damage to any sheetrock, wallboard, fixtures, furniture, appliances, furnishings, decorations, personal effects, and other property belonging to such Owner and located within such Owner's Townhome or otherwise on such Owner's Lot (b) loss of or damage to any improvements or betterments made to such Owner's Townhome, and (c) personal liability for injury to the person or property of another while within such Owner's Townhome or upon such Owner's Lot. Risk of loss of or damage to any fixtures, furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored upon any Lot, and any improvements or betterments made to such Owner's Townhome shall be borne by the Owner of each Lot. All insurance obtained by the Owner of each Lot shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or the Declarant, and their respective servants, agents, employees and guests.

12.04 Damage and Destruction to Common Areas. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement located upon a Common Area (a "Common Improvement"), the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to a Common Improvement covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within one hundred twenty (120) days

after the casualty, a proposal not to repair or reconstruct such Common Improvement is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one (1) year. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

12.05 Destruction of Townhome. In the event of damage or destruction to one or more Townhomes due to fire or other disaster (whether one or more, a "Damaged Townhome"), the insurance proceeds, if sufficient to reconstruct the Damaged Townhome, shall be deposited into a bank account which requires, for withdrawals, the signatures of the Owner of such Damaged Townhome and an officer of the Association. Thereafter, the Owner of such Damaged Townhome and the Association shall promptly authorize the necessary repair and reconstruction work, and the insurance proceeds shall be applied by the Association and the Owner of the Damaged Townhome to pay for the cost and expense thereof. "Repair and reconstruction" of a Damaged Townhome, as used herein, shall mean restoring the improvements to substantially the same condition in which they existed prior to the event causing such damage.

12.06 Damaged Townhome – Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to repair and reconstruct any Damaged Townhome, such damage or destruction shall be promptly repaired and reconstructed by the Association, using all available insurance proceeds and the proceeds of a special Assessment levied against the Owner of such Damaged Townhome. Any such special Assessment shall be equal to the amount by which the cost of reconstruction and repair of the Damaged Townhome exceeds the sum of the insurance proceeds allocable to such Damaged Townhome. Such special Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than thirty (30) days after the levy of such special Assessment. The special Assessment provided for in this Section shall be a debt of the Owner of the affected Damaged Townhome and a lien against such Owner's Lot and any improvements located thereon and may be enforced and collected in accordance with Article Four hereof. Notwithstanding the foregoing to the contrary, each Owner and Mortgagee holding a security interest in a Damaged Townhome may agree that a Damaged Townhome shall promptly be demolished and all debris and rubble caused by such demolition be removed from the Subdivision and the Lot be re-graded and landscaped in a manner that is reasonably acceptable to the Board of Directors. The cost of such demolition work, re-grading and landscaping shall be paid for by any and all insurance proceeds available. Any excess insurance proceeds remaining

therefrom shall be disbursed to such Owner and such Owner's Mortgagee, jointly, in accordance with their respective interests.

12.07 Insurance and Maintenance During Construction. Notwithstanding anything contained herein to the contrary, the HOA shall have no obligation to insure or maintain the Townhomes located in a particular Townhome Building until such time as at least one (1) or more of the Townhomes located in such Townhome Building is occupied by an Owner or the lawful tenant of an Owner. During such time, the Owner(s) of the Lots on which such Townhome Building is located shall be obligated to insure and maintain all Townhomes that are a part of such Townhome Building.

ARTICLE THIRTEEN **MISCELLANEOUS**

13.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

13.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

13.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

13.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

13.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

13.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

13.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

13.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:
HIGHLAND LAKE TOWNHOMES, LLC,
a Mississippi limited liability company

By: _____
Name: _____
As Its: _____

STATE OF MISSISSIPPI :
COUNTY OF _____:

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that he is _____ of HIGHLAND LAKE TOWNHOMES, LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

[INSERT NAME OF LENDER]("Lender"), the beneficiary under that certain [INSERT TITLE OF DEED OF TRUST], executed by Highland Lake Townhomes, LLC, a Mississippi limited liability company, dated _____ and recorded in Book _____, Page _____ of the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District (the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.10 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the ____ day of _____, 20____.

[NAME OF LENDER], a _____

By: _____
Name: _____
As Its: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, within my jurisdiction, the within named _____ who acknowledged that (he)(she) is _____ of _____, a _____, and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

Notary Public
My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Highland Lake Townhomes, Phase _____ Subdivision as shown on the plat recorded in Map Book _____, Page _____ in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

[ADD PHASE 2 LEGAL DESCRIPTION]



A-1

A-1

R-B

R-B

SEASIDE TRL

HIGHLAND WAY

HUCKLEBERRY CV

FISHERMANS TRL

SANDY HOOK LN

HIGHLAND CIR N

RIVERROAD DR

PLUMMER CIR

PARC AUX CHENES

R-B

HIGHLAND CIR

HIGHLAND BLVD

R-B

R-1-10

OLLIE RD

PARC MERLOT

PARC AUX CHENES

B-2

MAIN ST

HIGHLAND LAKE TOWNHOMES - PHASE I
AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

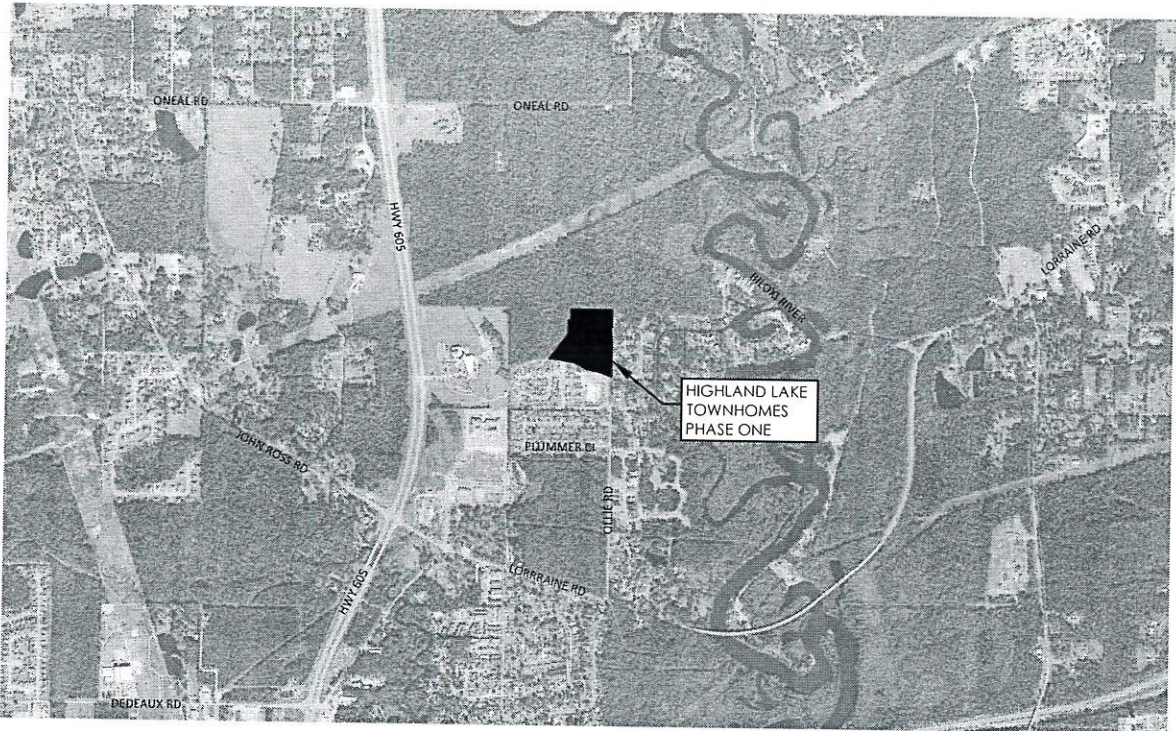
LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MISSISSIPPI; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 230.67 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 15.00 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 04 DEGREES 46 MINUTES 32 SECONDS EAST 175.60 FEET TO A FOUND IRON PIPE; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 478.94 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 89 DEGREES 55 MINUTES 51 SECONDS EAST 97.98 FEET TO A SET IRON ROD; THENCE RUN SOUTH 54 DEGREES 50 MINUTES 33 SECONDS EAST 80.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 37 DEGREES 26 MINUTES 13 SECONDS EAST 215.48 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 20 MINUTES 45 SECONDS EAST 181.61 FEET TO A SET IRON ROD; THENCE RUN SOUTH 89 DEGREES 52 MINUTES 31 SECONDS EAST 30.72 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 29 SECONDS EAST 148.70 FEET TO A SET IRON ROD; THENCE RUN NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 558.12 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.00 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.



OWNER'S CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT HIGHLAND LAKE TOWNHOMES LLC, A LIMITED LIABILITY COMPANY, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT OF HIGHLAND LAKE TOWNHOMES, PHASE I, AND THAT SAID OWNER HEREBY DEDICATES THE EASEMENTS AND ROAD RIGHTS-OF-WAY TO THE CITY OF GULFPORT, MISSISSIPPI, FOR THE PUBLIC USE FOREVER. FURTHER, THE OWNER HEREBY DEDICATES ALL STREETS, WATER UTILITIES, SEWER UTILITIES AND DRAINAGE FACILITIES WITHIN THE ROAD RIGHTS-OF-WAY AND EASEMENTS TO THE CITY OF GULFPORT FOR MAINTENANCE AND FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE THIS 1st DAY OF May, 2023.

BY: [Signature] NAME TITLE: Member

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED THE AFORE NAMED KENNETH JONES II, WHO ACKNOWLEDGED BEFORE ME THAT HE IS A MEMBER OF HIGHLAND LAKE TOWNHOMES, LLC, A LIMITED LIABILITY COMPANY, AND THAT FOR AND ON BEHALF OF SAID COMPANY AND AS ITS ACT AND DEED, HE EXECUTED AND DELIVERED THE FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL:

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2023

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

CITY ENGINEER'S CERTIFICATE OF APPROVAL:

ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.
THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2023

WAYNE E. MILLER, P.E.
CITY ENGINEER

CERTIFICATE OF APPROVAL AND ACCEPTANCE:

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON THE _____ DAY OF _____, 2023, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO: _____ PAGES _____.

CITY OF GULFPORT

BY: _____
BILLY HEWES, MAYOR DATE OF EXECUTION _____

BY: _____
MUNICIPAL CLERK DATE OF EXECUTION _____

CERTIFICATE OF COMPARISON:

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE HIGHLAND LAKE TOWNHOMES, PHASE I SUBDIVISION WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.

WITNESS OUR SIGNATURES THIS _____ DAY OF _____, 2023.

DEPUTY CLERK HOLLIS S. "PETE" WILLIAMS P.L.S. NO. 02946

SURVEYOR'S CERTIFICATE:

I HOLLIS S. "PETE" WILLIAMS, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

WITNESS MY SIGNATURE AND SEAL THIS _____ DAY OF _____, 2023.

HOLLIS S. "PETE" WILLIAMS, P.L.S. NO. 02946

RECORDING CERTIFICATE:

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2023, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK _____ ON PAGES _____.

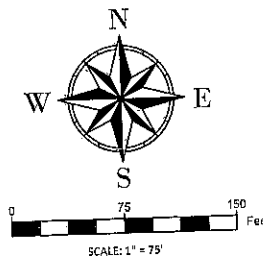
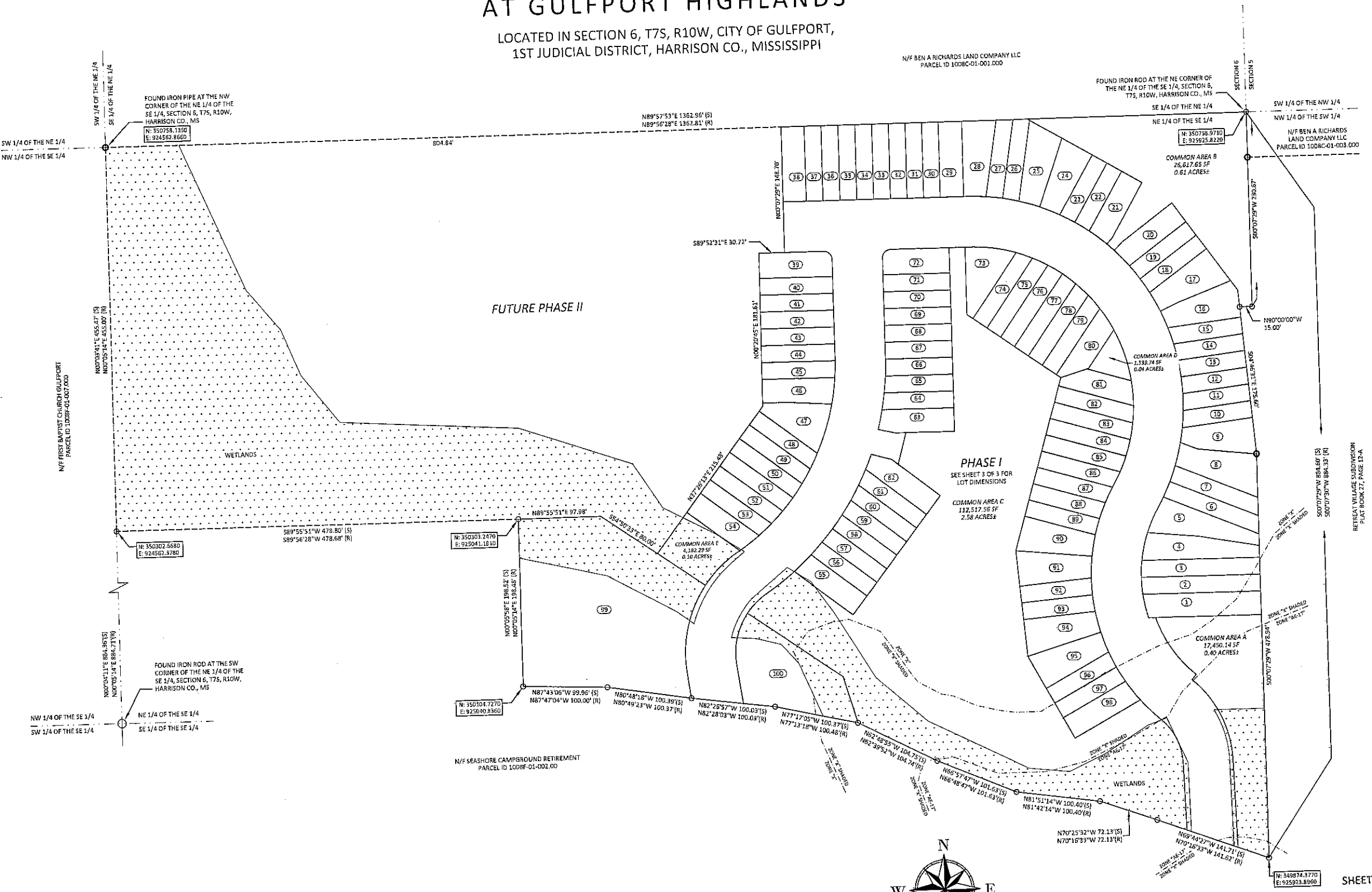
CHANCERY CLERK

BY: _____
DEPUTY CLERK

HIGHLAND LAKE TOWNHOMES - PHASE I
AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

N/F BEN A RICHARDS LAND COMPANY LLC
PARCEL ID 1008C-01-001.000



LEGEND

○	- FOUND IRON ROD
●	- FOUND IRON PIPE
(S)	- AS PER SURVEY
(R)	- AS PER RECORD
N/F	- NOW OR FORMERLY

W ENGINEERING, P.A.

301 Central Ave East
Wiggins, MS 39577

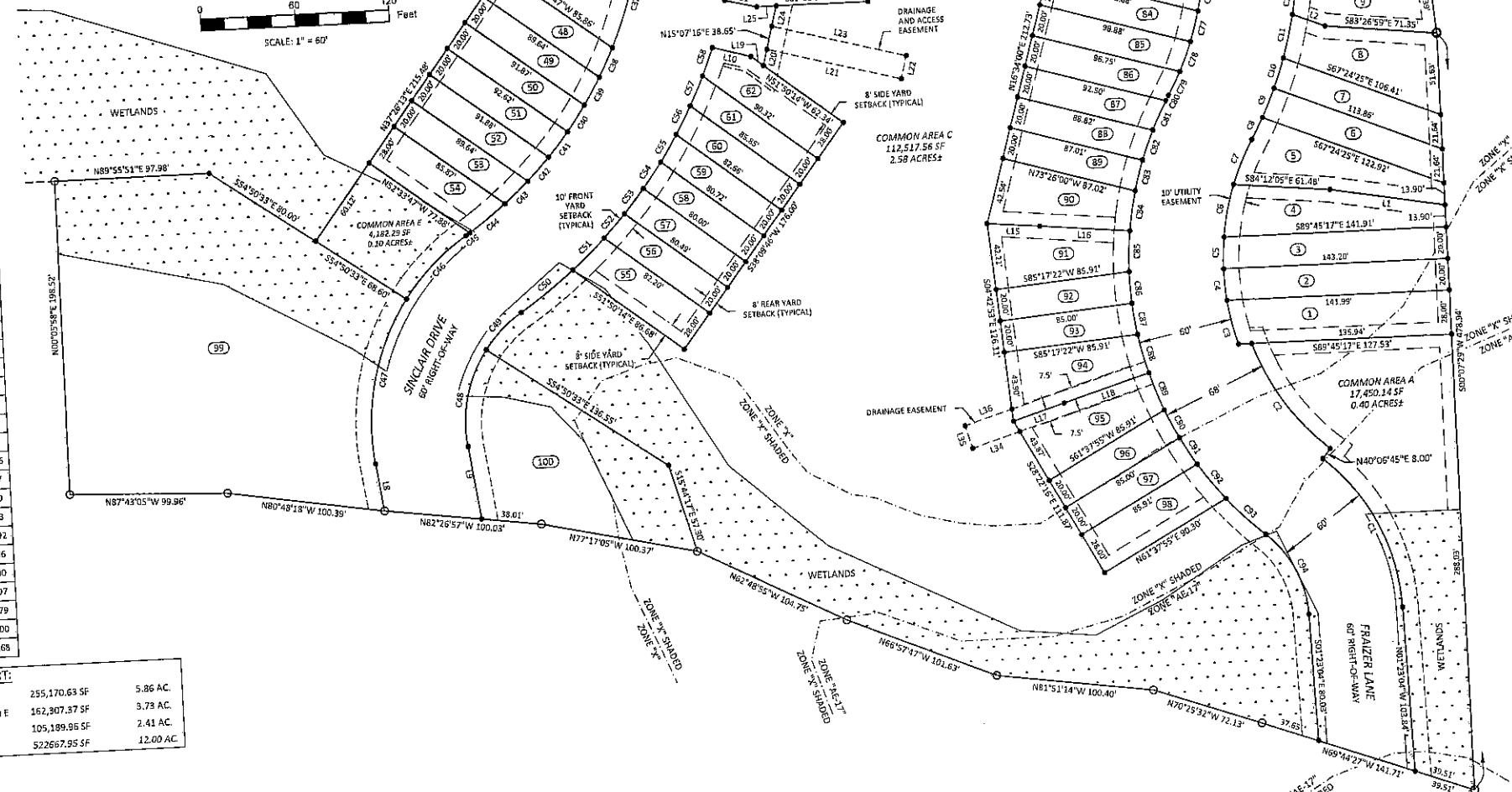
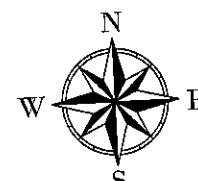
Office 601-928-5981
pw@weng-ms.com

Lot Size Table				Lot Size Table				Lot Size Table				Lot Size Table			
Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #	Area Sq. Ft.	Area Acres	Lot #
1	3993.30	0.09	26	1917.81	0.04	51	1847.90	0.04	76	2058.10	0.05	101	2058.10	0.05	126
2	2856.15	0.07	27	1852.87	0.04	52	1817.57	0.04	77	2025.65	0.05	102	2025.65	0.05	127
3	2855.29	0.07	28	3052.81	0.07	53	1757.68	0.04	78	1939.26	0.04	103	1939.26	0.04	128
4	3482.28	0.08	29	2499.33	0.06	54	2300.06	0.05	79	1939.26	0.04	104	1939.26	0.04	129
5	3809.05	0.08	30	1783.89	0.04	55	2358.67	0.05	80	2188.22	0.05	105	2188.22	0.05	130
6	2365.13	0.05	31	1783.78	0.04	56	1624.91	0.04	81	2214.58	0.05	106	2214.58	0.05	131
7	2200.02	0.05	32	1781.66	0.04	57	1602.90	0.04	82	1896.07	0.04	107	1896.07	0.04	132
8	3620.11	0.08	33	1780.54	0.04	58	1805.19	0.04	83	1900.08	0.04	108	1900.08	0.04	133
9	2884.61	0.07	34	1779.43	0.04	59	1831.81	0.04	84	1959.41	0.04	109	1959.41	0.04	134
10	1666.29	0.04	35	1778.31	0.04	60	1683.04	0.04	85	1895.62	0.04	110	1895.62	0.04	135
11	1612.91	0.04	36	1777.19	0.04	61	1759.49	0.04	86	1895.62	0.04	111	1895.62	0.04	136
12	1592.31	0.04	37	1776.08	0.04	62	2513.60	0.06	87	1810.04	0.04	112	1810.04	0.04	137
13	1603.88	0.04	38	2484.63	0.06	63	2440.46	0.06	88	1755.19	0.04	113	1755.19	0.04	138
14	1647.59	0.04	39	2601.80	0.06	64	1684.58	0.04	89	1737.27	0.04	114	1737.27	0.04	139
15	1724.10	0.04	40	1750.77	0.04	65	1632.79	0.04	90	3007.28	0.07	115	3007.28	0.07	140
16	3142.54	0.07	41	1752.31	0.04	66	1605.63	0.04	91	2388.42	0.07	116	2388.42	0.07	141
17	3156.14	0.07	42	1753.85	0.04	67	1600.01	0.04	92	1705.08	0.04	117	1705.08	0.04	142
18	1705.34	0.04	43	1755.40	0.04	68	1600.00	0.04	93	1705.05	0.04	118	1705.05	0.04	143
19	1705.34	0.04	44	1756.93	0.04	69	1600.00	0.04	94	3039.87	0.07	119	3039.87	0.07	144
20	2431.47	0.06	45	1751.61	0.04	70	1600.00	0.04	95	2039.87	0.05	120	2039.87	0.05	145
21	2298.05	0.05	46	2485.10	0.06	71	1600.00	0.04	96	1706.08	0.04	121	1706.08	0.04	146
22	1405.34	0.04	47	2984.51	0.07	72	2378.54	0.05	97	1706.09	0.04	122	1706.09	0.04	147
23	1405.34	0.04	48	1757.60	0.04	73	2956.89	0.07	98	2458.37	0.06	123	2458.37	0.06	148
24	2767.83	0.06	49	1817.62	0.04	74	1939.22	0.04	99	37529.42	0.86	124	37529.42	0.86	149
25	3055.51	0.07	50	1847.39	0.04	75	2025.63	0.05	100	10420.72	0.24	125	10420.72	0.24	150

Curve Table				Curve Table				Line Table			
Curve #	Radius	Chord	Arc Length	Curve #	Radius	Chord	Arc Length	Line #	Direction	Length	
C1	130.00	N25°34'21"W 105.53	109.76	C48	85.00	S13°41'17"W 82.22	83.70	L1	S79°29'57"E	74.08	
C2	152.00	N34°01'25"W 83.10	84.17	C49	85.00	S46°07'37"W 32.35	32.55	L2	S67°24'47"E	21.98	
C3	160.00	N12°04'16"W 28.56	28.70	C50	330.00	S53°14'28"W 42.46	42.49	L3	N64°46'55"E	23.74	
C4	160.00	N12°04'16"W 28.56	28.70	C51	330.00	S47°13'25"W 28.35	28.37	L4	N43°48'06"E	13.64	
C5	160.00	N3°50'18"E 20.04	20.05	C52	330.00	S43°03'06"W 20.07	20.08	L5	N42°48'48"E	10.01	
C6	160.00	N13°31'02"E 33.94	34.00	C53	330.00	S39°34'18"W 20.01	20.01	L6	N89°52'31"W	29.31	
C7	160.00	N25°08'12"E 30.84	30.89	C54	330.00	S36°05'50"W 20.01	20.02	L7	N86°11'17"W	53.46	
C8	230.00	N28°54'07"E 15.40	15.41	C55	330.00	S32°36'53"W 20.09	20.10	L8	S7°46'53"E	30.21	
C9	250.00	N24°50'53"E 20.02	20.02	C56	330.00	S29°06'42"W 20.25	20.26	L9	S7°46'53"E	46.67	
C10	250.00	N20°15'14"E 20.02	20.02	C57	330.00	S25°34'26"W 20.49	20.50	L10	N74°23'02"W	25.22	
C11	250.00	N14°43'09"E 28.26	28.28	C58	330.00	S22°08'21"W 19.07	19.07	L11	S76°15'44"E	20.88	
C12	250.00	N9°28'02"E 17.55	17.56	C59	330.00	S19°04'12"W 28.89	28.89	L12	S35°24'22"W	55.00	
C13	250.00	N5°08'50"E 20.41	20.42	C60	330.00	S16°15'16"W 20.26	20.26	L13	N73°26'00"W	54.87	
C14	250.00	N0°27'59"E 20.15	20.15	C61	330.00	S13°05'10"W 20.10	20.10	L14	S73°41'01"W	34.58	
C15	250.00	N0°08'13"W 20.02	20.02	C62	330.00	S10°19'39"W 2.34	2.34	L15	N84°21'02"W	33.62	
C16	250.00	N8°43'32"W 20.02	20.02	C63	330.00	S07°19'39"W 2.34	2.34	L16	N84°04'27"W	57.69	
C17	250.00	N13°19'44"W 20.15	20.15	C64	100.00	S45°07'29"W 14.14	14.14	L17	S73°26'12"W	34.26	
C18	250.00	N17°58'41"W 20.41	20.42	C65	100.00	N81°7'22"W 55.75	55.95	L18	S73°27'23"W	57.36	
C19	250.00	N22°46'07"W 21.38	21.39	C66	190.00	N69°52'33"W 20.79	20.74	L19	N51°50'14"W	9.95	
C20	250.00	N28°10'12"W 25.74	25.75	C67	190.00	N57°36'58"W 20.03	20.04	L20	S15°09'10"W	10.47	
C21	250.00	N33°24'53"W 20.02	20.02	C68	190.00	N53°41'34"W 20.25	20.26	L21	N74°53'48"W	87.70	
C22	250.00	N38°00'12"W 20.02	20.02	C69	190.00	N49°29'50"W 20.25	20.26	L22	S15°07'16"W	15.00	
C23	250.00	N43°14'53"W 25.74	25.75	C70	150.00	N45°29'50"W 20.25	20.26	L23	S74°53'48"W	87.70	
C24	250.00	N47°33'07"W 11.81	11.81	C71	100.00	N39°18'51"W 20.73	20.74	L24	S15°07'16"W	13.19	
C25	250.00	N51°53'53"W 26.10	26.11	C72	190.00	N31°35'43"W 63.87	64.18	L25	S89°52'31"E	12.68	
C26	250.00	N57°11'05"W 20.02	20.02	C73	190.00	N17°19'38"W 63.87	64.18	L26	S0°07'29"W	110.36	
C27	250.00	N61°46'24"W 20.02	20.02	C74	190.00	N13°08'39"W 29.75	29.78	L27	S39°40'59"E	29.47	
C28	250.00	N67°01'57"W 25.86	25.88	C75	190.00	N07°24'54"E 20.46	20.47	L28	S56°19'01"W	15.00	
C29	250.00	N72°57'47"W 25.87	25.88	C76	190.00	N10°32'06"E 20.11	20.12	L29	N38°40'59"W	34.03	
C30	250.00	N78°13'23"W 20.02	20.02	C77	190.00	N16°35'09"E 20.00	20.01	L30	N0°07'29"E	114.92	
C31	250.00	N82°48'42"W 20.02	20.02	C78	190.00	N22°38'12"E 20.11	20.12	L31	S73°41'01"W	47.86	
C32	250.00	N87°29'28"W 20.80	20.81	C79	190.00	N28°10'09"E 16.56	16.57	L32	N16°50'06"W	15.00	
C33	10.00	S44°52'31"E 14.14	14.14	C80	220.00	N30°09'43"E 3.88	3.88	L33	N73°41'01"E	46.97	
C34	270.00	S0°22'21"W 7.34	7.34	C81	220.00	N27°00'26"E 10.34	10.34	L34	N73°26'12"E	31.79	
C35	270.00	S2°44'43"W 20.02	20.03	C82	220.00	N21°44'32"E 20.08	20.09	L35	S16°09'27"E	15.00	
C36	270.00	S9°14'29"W 31.76	31.77	C83	220.00	N16°31'16"E 20.00	20.01	L36	S73°26'12"W	31.65	
C37	270.00	S18°06'14"W 61.05	61.18	C84	220.00	N10°34'21"E 25.66	25.68				
C38	270.00	S26°45'18"W 20.35	20.36	C85	220.00	N3°52'03"E 25.80	25.82				
C39	270.00	S31°02'03"W 20.12	20.13	C86	220.00	N2°06'09"W 20.02	20.03				
C40	270.00	S35°18'38"W 20.01	20.02	C87	220.00	N7°19'06"W 20.02	20.03				
C41	270.00	S39°33'31"W 20.01	20.02	C88	220.00	N13°14'00"W 25.38	25.40				
C42	270.00	S43°49'07"W 20.12	20.13	C89	220.00	N10°50'55"W 25.39	25.40				
C43	270.00	S48°05'51"W 20.35	20.36	C90	220.00	N2°55'52"W 20.02	20.03				
C44	270.00	S52°21'55"W 29.12	29.13	C91	220.00	N30°58'50"W 20.02	20.03				
C45	270.00	S56°46'34"W 3.02	3.02	C92	220.00	N37°26'54"W 28.34	28.36				
C46	145.00	S60°07'37"W 55.18	55.52	C93	220.00	N45°25'05"W 34.09	34.12				
C47	145.00	S13°41'17"W 106.14	106.67	C94	70.00	N2°53'33"W 57.33	59.07				

- NOTES:
- ALL BEARINGS ON THIS PLAN ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
 - SURVEY CLASS - "B"
 - MONUMENTS SET ARE 1/2"x18" IRON RODS WITH CAPS THAT READS W ENG PA PLS-02846, UNLESS NOTED OTHERWISE.
 - DATE OF FIELD SURVEY 04/28/2023.
 - THIS PROPERTY IS LOCATED IN FLOOD ZONES "X", "K" SHADED AND "AE-17", AS PER FEMA MAP NUMBER 28047C0260H, DATED DECEMBER 21, 2017.
 - THIS PROPERTY IS LOCATED IN PLANNING ZONE R-B AS PER CITY OF GULFPORT ZONING MAP DATED OCTOBER 2021.
 - ALL MINIMUM SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF GULFPORT LAND DEVELOPMENT MUNICIPAL CODE.
 - ANY DETENTION POND, COMMON AREA AND LANDSCAPED AREAS SHALL NOT BE MAINTAINED OR OWNED BY THE CITY OF GULFPORT, BUT SHALL RATHER BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IF ESTABLISHED, OR IN THE EVENT A HOMEOWNERS ASSOCIATION IS NOT ESTABLISHED, THE OWNERSHIP AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE AGGREGATE LOT OWNERS.
 - NO PRIVATE USE IMPROVEMENTS ALLOWED IN ANY EASEMENT AREAS.
 - NO STRUCTURES TO BE BUILT IN DEDICATED EASEMENTS.
 - TOTAL NUMBER OF LOTS = 100.
- REFERENCES:
- HARRISON COUNTY TAX MAP
 - HARRISON COUNTY OWNERSHIP MAP
 - INSTRUMENT NO. 2008 6052 D-1
 - INSTRUMENT NO. 2017 896 D-1
 - INSTRUMENT NO. 2010 3971 D-1
 - INSTRUMENT NO. 1969 004 D-1
 - INSTRUMENT NO. 2013 2535 D-1
 - INSTRUMENT NO. 2008 9993 D-1
 - PLAT BOOK 27, PAGE 12-A

BUILDING SETBACKS:
FRONT YARD: 10 FEET
REAR YARD: 8 FEET
SIDE YARD: 8 FEET (AT END OF UNITS ONLY)
SIDE YARD: 10 FEET (ABUTTING STREET)



TOTAL AREA REPORT:			
LOTS 1 thru 100:	255,170.63 SF	5.86 AC.	
COMMON AREAS A thru E	162,307.37 SF	3.73 AC.	
ROAD RIGHTS-OF-WAY	105,199.95 SF	2.41 AC.	
TOTAL AREA	522,677.95 SF	12.00 AC.	

HIGHLAND LAKE TOWNHOMES - PHASE I

AT GULFPORT HIGHLANDS

LOCATED IN SECTION 6, T7S, R10W, CITY OF GULFPORT,
1ST JUDICIAL DISTRICT, HARRISON CO., MISSISSIPPI

- LEGEND
- - FOUND IRON ROD
 - - FOUND IRON PIPE
 - - SET IRON ROD
 - (S) - AS PER SURVEY
 - (R) - AS PER RECORD

W ENGINEERING, P.A.

301 Central Ave East
Wiggins, MS 39577

Office 601-928-5981
pw@weng-ms.com

COAST

TITLE COMPANY

101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: (228) 334-5122
Fax: (228) 334-5126

April 27, 2023

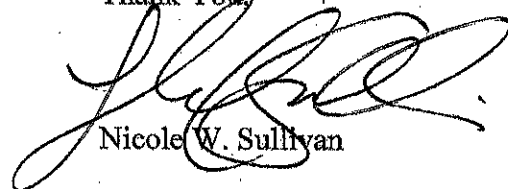
Gulfport Planning & Zoning
1410 24th Avenue
Gulfport, MS 39501

RE: Highland Lake Townhomes

To Whom It May Concern,

As of March 20, 2023, a full and diligent title abstract was completed regarding the property located at 0 Ollie Road, Gulfport, MS (PID # 1008F-01-001.00) on behalf of Highland Lake Townhomes. At the time of the most recent title search dated March 20, 2023, Highland Lake Townhomes, LLC had a good and merchantable title with fee simple ownership of the property by virtue of a Warranty Deed dated July 28, 2022, and recorded as Instrument Number 2022-0019089-D-J1 in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Should you have any questions, please do not hesitate to contact our office.

Thank You



Nicole W. Sullivan

Enclosure: Warranty Deed



1st JUDICIAL DISTRICT
INSTRUMENT 2022-0019088-D-J1
FILED/RECORDED 7/29/2022 1:56:01 PM
TOTAL FEES \$26.00
6 PAGES RECORDED

Prepared by and Return to:
Nicole W. Sullivan, MSB #105498
Coast Title Company, LLC
101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: 228-334-5122

INDEXING INSTRUCTIONS: PT OF THE NE 1/4 OF SE 1/4 OF 6-7-10

COVER PAGE FOR WARRANTY DEED

GRANTOR(S):

GH VILLAGE, LLC
a Mississippi limited liability company
4680 Hickory Ridge
Jackson, MS 39211
Telephone: (601) 260-6390

GRANTEE(S):

HIGHLAND LAKE TOWNHOMES, LLC
a Mississippi limited liability company
919 2nd Street
Gulfport, MS 39503
Telephone: (228) 596-4471

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **GH VILLAGE, LLC**, a Mississippi limited liability company, does hereby grant, bargain, sell, convey and warrant unto **HIGHLAND LAKE TOWNHOMES, LLC**, a Mississippi limited liability company, that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 04 MINUTES 11 SECONDS EAST 884.36 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1362.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A SET IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

AND ALSO

The Beneficial Easement rights arising out of the Reciprocal Easement and Restriction Agreement, dated December 31, 2008 and recorded as Instrument No. 2009-27-D-J1; and also that Amended and Restated Reciprocal Easement and Restriction Agreement, dated May 14, 2010 and recorded as Instrument 20-3970-D-J1, in the office of the Chancery Clerk of Harrison County (First Judicial District), Mississippi.

This conveyance is subject to all covenants, easements, restrictions, reservations, and other matters of record, all zoning and building laws, rules and regulations and ordinances, and all matters that would be disclosed by an accurate survey of said property.

Taxes for the year 2022 have been pro-rated between the parties and the payment of same when due on January 1, 2022, shall be the responsibility of the Grantees herein.

WITNESS THE SIGNATURE(S) OF THE GRANTOR(S), on the 28th day of July, 2022.

GH VILLAGE, LLC

By:

Noel Simms, Member

[signatures on separate pages]

STATE OF MISSISSIPPI

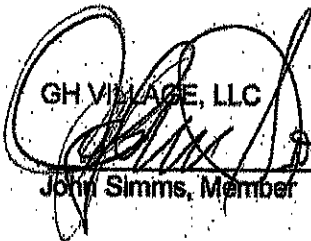
COUNTY OF Hinds

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named NOEL SIMMS, who acknowledged that his a Member of GH VILLAGE, LLC, a Mississippi limited liability company, and who acknowledged to me that he executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as his true and voluntary act and deed.

Given under my hand and official seal of office, this the 28 day of July, 2022.



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: Dec 8 2023

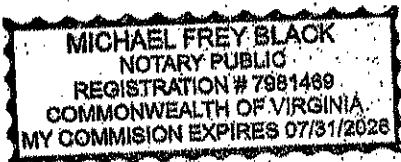
By:  GH VILLAGE, LLC
John Simms, Member

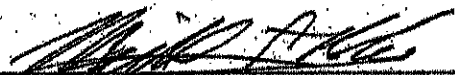
State of Virginia
~~DISTRICT OF COLUMBIA~~

COUNTY OF Fairfax

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within name JOHN SIMMS, who acknowledged that he is a Member of GH VILLAGE, LLC, a Mississippi limited liability company, and who acknowledged to me that he executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as his true and voluntary act and deed.

Given under my hand and official seal of office, this the 28 day of July, 2022.

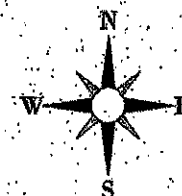



NOTARY PUBLIC
MY COMMISSION EXPIRES: 07/31/2026

GULFPORT HIGHLANDS

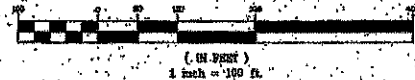
LOT 4

LOCATED IN SECTION 6, T7S, R10W
CITY OF GULFPORT
1ST JUDICIAL DISTRICT
HARRISON CO., MISSISSIPPI



LEGEND	
○	FOUND IRON ROD
●	FOUND IRON PIPE
●	SET IRON ROD
(S)	AS PER SURVEY
(R)	AS PER RECORD

GRAPHIC SCALE

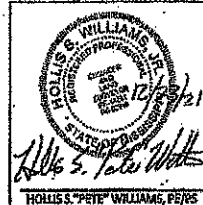


NOTES:

1. ALL BEARINGS ON THIS PLAT ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS DERIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-10 BASE AND R12 ROVER IN REAL TIME KINEMATIC MODE.
2. DATE OF FIELD SURVEY 12/22/2021.
3. IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, EASEMENT, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREIN.
4. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. SURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
7. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

REFERENCES:

1. HARRISON COUNTY TAX MAP
2. HARRISON COUNTY OWNERSHIP MAP
3. INSTRUMENT NO. 2003 8052 D-12
4. INSTRUMENT NO. 2017 856 D-11
5. INSTRUMENT NO. 2010 3972 D-15
6. INSTRUMENT NO. 1989 064 D-11
7. INSTRUMENT NO. 2013 2195 D-11
8. INSTRUMENT NO. 2008 5555 D-11



PROJECT 2021	DATE 12/22/21	W ENGINEERING, P.A.	
SCALE 1" = 200'	BY CHUCK		
CHECK BY	REVISION		
301 Central Avenue East Wiggins, MS 39577		Office 601-928-5981 www.wengr.com	

PLAT OF SURVEY FOR:
Gulf Coast Development & Design
SITUATED IN SECTION 6, T7S, R10W
HARRISON COUNTY, MISSISSIPPI

LOT 4
20.135 ACRES±
(877,061.69 SQ. FT.)

LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST 884.96 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 495.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1262.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 241.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 34 SECONDS WEST 300.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 68 DEGREES 57 MINUTES 47 SECONDS WEST 201.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 404.25 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 00 SECONDS WEST 260.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 80 DEGREES 18 MINUTES 18 SECONDS WEST 100.33 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 89.95 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 03 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 80 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20.135 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **GH VILLAGE, LLC**, a Mississippi limited liability company, does hereby grant, bargain, sell, convey and warrant unto **HIGHLAND LAKE TOWNHOMES, LLC**, a Mississippi limited liability company, that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND IRON ROD AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 6, T7S, R10W, HARRISON COUNTY, MS; THENCE RUN ALONG THE WEST LINE OF NE 1/4 OF THE SE 1/4 OF SAID SECTION 6 NORTH 00 DEGREES 04 MINUTES 11 SECONDS EAST 884.36 FEET TO A FOUND IRON ROD, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 41 SECONDS EAST 455.47 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE NORTH LINE OF SAID NE 1/4 NORTH 89 DEGREES 57 MINUTES 53 SECONDS EAST 1362.96 FEET TO A FOUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE 1/4; THENCE RUN ALONG THE EAST LINE OF SAID NE 1/4 SOUTH 00 DEGREES 07 MINUTES 29 SECONDS WEST 884.60 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST LINE RUN NORTH 69 DEGREES 44 MINUTES 27 SECONDS WEST 141.71 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 70 DEGREES 25 MINUTES 32 SECONDS WEST 72.13 FEET TO A SET IRON ROD; THENCE RUN NORTH 81 DEGREES 51 MINUTES 14 SECONDS WEST 100.40 FEET TO A SET IRON ROD; THENCE RUN NORTH 66 DEGREES 57 MINUTES 47 SECONDS WEST 101.63 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 48 MINUTES 55 SECONDS WEST 104.75 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 77 DEGREES 17 MINUTES 05 SECONDS WEST 100.37 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 82 DEGREES 26 MINUTES 57 SECONDS WEST 100.03 FEET TO A SET IRON ROD; THENCE RUN NORTH 80 DEGREES 48 MINUTES 18 SECONDS WEST 100.39 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 87 DEGREES 43 MINUTES 06 SECONDS WEST 99.96 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 00 DEGREES 05 MINUTES 58 SECONDS EAST 198.52 FEET TO A FOUND IRON ROD; THENCE RUN SOUTH 89 DEGREES 55 MINUTES 51 SECONDS WEST 478.80 FEET BACK TO THE POINT OF BEGINNING.

sement and Restriction
ent No. 2009-27-D-J1;
Restriction Agreement,
11, in the office of the
issippi.

tions, reservations, and other
and ordinances, and all matters

les and the payment of same
herein.

28th day of July, 2022.

LLC

Member

otary Public, in and for the
vledged that his a Member of
acknowledged to me that he
and year herein mentioned as

y of July, 2022.

 γ

PIRES: Dec 8 2023

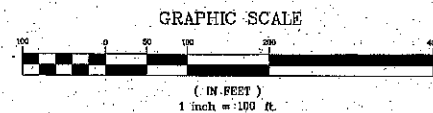
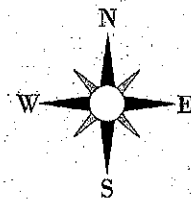
GULFPORT HIGHLANDS

LOT 4

LOCATED IN SECTION 6, T7S, R10W
CITY OF GULFPORT
1ST JUDICIAL DISTRICT
HARRISON CO., MISSISSIPPI

LOT 4
20.135 ACRES±
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- LEGEND**
- - FOUND IRON ROD
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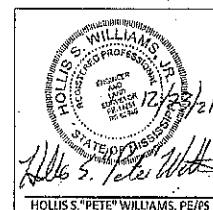


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- HARRISON COUNTY OWNERSHIP MAP
- INSTRUMENT NO. 2008 6052 D-1
- INSTRUMENT NO. 2017 896 D-1
- INSTRUMENT NO. 2010 3971 D-1
- INSTRUMENT NO. 1969 004 D-1
- INSTRUMENT NO. 2013 2385 D-1
- INSTRUMENT NO. 2008 9993 D-1



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SUBJECT TO ANY EXISTING EASEMENT AND/OR RIGHTS-OF-WAYS.

PROJECT #	DATE
3024	12/23/21
SCALE	DRAWN BY
1" = 100'	CHUCK
CLASS	REVISION
"B"	

W ENGINEERING, P.A.

301 Central Avenue East
Wiggins, MS 39577

Office 601-928-5981
www.weng-ms.com

PLAT OF SURVEY FOR:
Gulf Coast Development & Design

SITUATED IN SECTION 6, T7S, R10W
HARRISON COUNTY, MISSISSIPPI

RESOLUTION OF HIGHLAND LAKE TOWNHOMES, LLC

Effective April 24, 2023

The undersigned constituting the members of Highland Lake Townhomes, LLC, a Mississippi Limited Liability Company (the "Company"), do hereby adopt the following resolutions at a duly called meeting of the Members of the Company:

WHEREAS, Company wishes to receive Final Plat for Highland Lake Townhomes, Phase 1, Parcel 1008F-01-001.000 which will approval by the City of Gulfport;

WHEREAS, all prerequisite acts and proceedings preliminary to the adoption of these resolution have been taken and done in due and proper form, time, and manner;

NOW, THEREFORE, BE IT RESOLVED, that the sign is deemed to be in the best interest of development and the Company.

FURTHERMORE, Kenneth Jones II, as Member, of the Company is hereby authorized and directed to take such further actions as, in his judgment, as are necessary to complete variance including, but not limited to, executing such documentation as is necessary to request the variance, attend meetings as representative of the Company, etc.

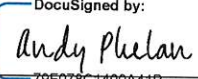
FURTHERMORE, this Resolution shall remain in effect until expressly terminated in writing by the Company's members.

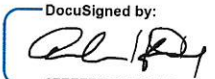
IN WITNESS WHEREOF, below are signatures of the members of the Company effective as of the date set forth above.

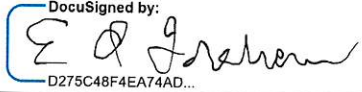
Highland Lake Townhomes, LLC

DocuSigned by:

BY: FE636FF1E319479...
KLJ CRE, Corp, by Kenneth Jones

DocuSigned by:

BY: 79F078C140QA41B...
Phelan Engineering, LLC, by Andy Phelan

DocuSigned by:

BY: 07FFFF7E0BE2450...
Multum, LLC, by Adam Dial

DocuSigned by:

BY: D275C48F4EA74AD...
Trehern Investments, by Ed Trehern



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Highland Lake Townhomes, LLC	Legal

Business Information

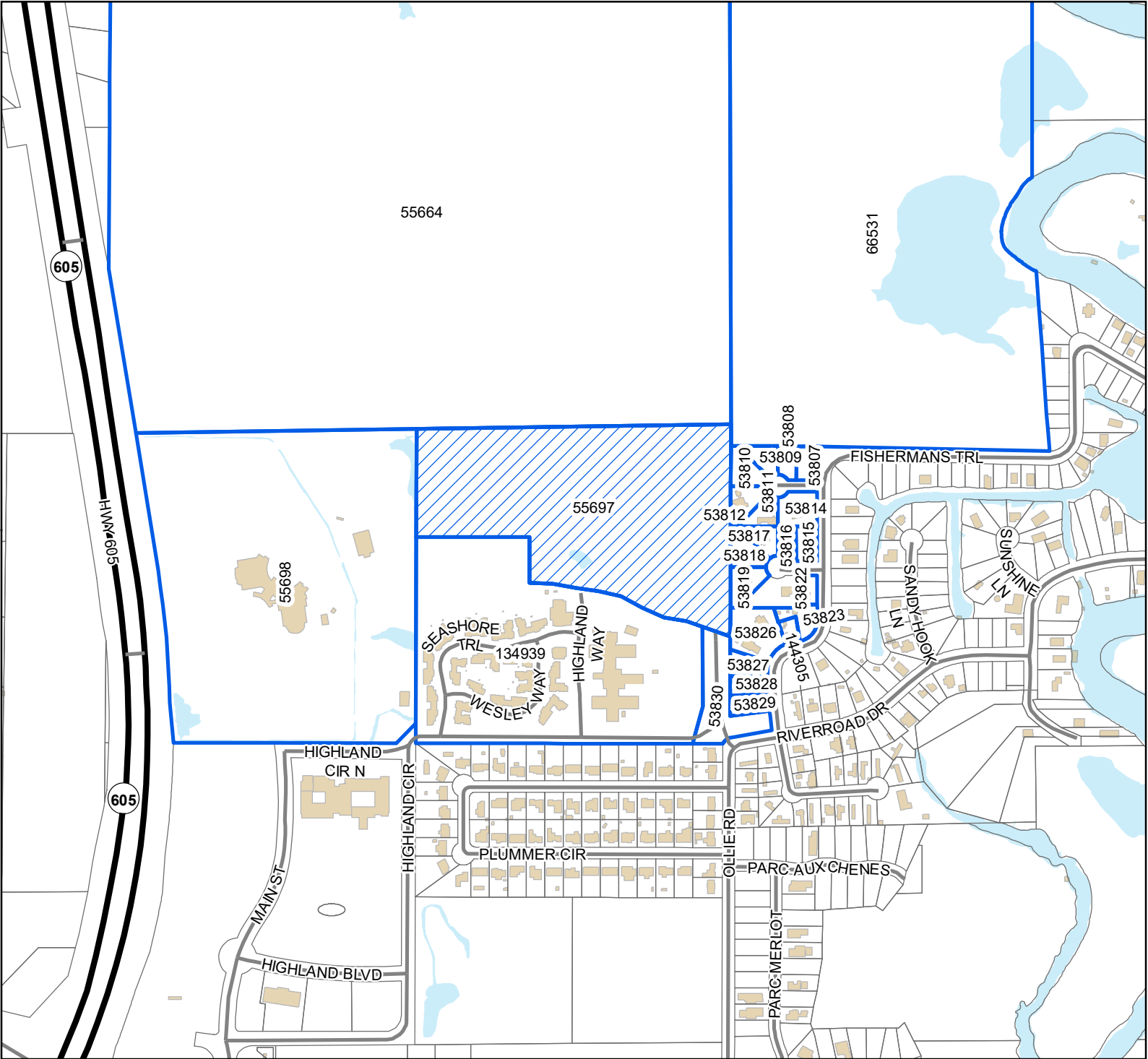
Business Type:	Limited Liability Company
Business ID:	1328029
Status:	Good Standing
Effective Date:	03/04/2022
State of Incorporation:	Mississippi
Principal Office Address:	919 2nd Street Gulfport, MS 39501

Registered Agent

Name
Kenneth Jones II
919 2nd Street
Gulfport, MS 39501

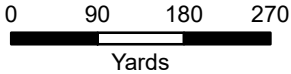
Officers & Directors

Name	Title
KLJ CRE, Corp	
919 2nd Street	
Gulfport, MS 39501	Member
Phelan Engineering, LLC	
2515 Havard Rd	
Ocean Springs, MS 39501	Member



Legend

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



1 inch = 600 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HIGHLAND LAKE TOWNHOMES,LLC(OWNERS)	919 2ND STREET	GULFPORT	MS	39501
			Adjacent Property Owners(2306PC063)				
	53819	1008G-02-049.003	MCCLELLAN RYAN S	10513 DANBERRY COVE	GULFPORT	MS	39503
	53815	1008G-02-052.000	MAJORS JUDY	10494 DANBURY COVE	GULFPORT	MS	39503
N	53816	1008G-02-049.002	MAJORS JUDY	10494 DANBURY COVE	GULFPORT	MS	39503
	53817	1008G-02-049.001	JOHNSON THOMAS E & DAWN M	10514 DANBURY CV	GULFPORT	MS	39503
	53807	1008G-02-046.001	BYRD SHELBY J	12178 SANDY HOOK LN	GULFPORT	MS	39503
	53812	1008G-02-050.000	CHILDS KAREN F	P O BOX 1074	LA CANADA	CA	91012
	53828	1008G-02-068.000	FORTENBERRY GRETCHEN S	12205 FISHERMAN'S TRAIL	GULFPORT	MS	39503
	66531	1008B-01-003.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	53814	1008G-02-051.000	RUCHLEWICZ MARK T & SANDRA K	12283 FISHERMANS TRL	GULFPORT	MS	39503
N	53822	1008G-02-054.000	ROSE RICHARD	12238 ROSE POINT	GULFPORT	MS	39503
	53809	1008G-02-047.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	53810	1008G-02-048.000	DEFELIPPO DEANNA	10518 HUCKLEBERRY COVE	GULFPORT	MS	39503
	53811	1008G-02-049.000	BRIGHT JEROMY	10517 HUCKLEBERRY CV	GULFPORT	MS	39503
	53818	1008G-02-049.005	WALLEY KAREN & JEREMY	10516 DANBURY COVE	GULFPORT	MS	39503
	53808	1008G-02-046.000	RUNNER AMOS M & JOAN G	2700 RICHARDVILLE RD	BOWLING GREEN	KY	42101
	53827	1008G-02-067.000	HAY JOHN C & CARRIE A	12209 FISHERMAN TRAILS	GULFPORT	MS	39503
	53830	1008G-02-070.000	GULFPORT HIGHLANDS DEVELOPMENT LP	4680 HICKORY RD	JACKSON	MS	39211
	53826	1008G-02-062.001	HAY JOHN C & CARRIE A	12209 FISHERMANS TRAIL	GULFPORT	MS	39503
	53829	1008G-02-069.000	ROSE RICHARD	12238 ROSE POINT	GULFPORT	MS	39503
	55698	1008F-01-007.000	FIRST BAPTIST CHURCH GULFPORT	12190 HWY 605	GULFPORT	MS	39503
	134939	1008F-01-002.000	SEASHORE CAMPGROUNDS RETIREMENT	COMMUNITY INC	GULFPORT	MS	39503
	55664	1008C-01-001.000	BEN A RICHARDS LAND COMPANY LLC	P O BOX 6073	GULFPORT	MS	39506
	55697	1008F-01-001.000	GH VILLAGE LLC	4680 HICKORY RIDGE RD	JACKSON	MS	39211
	53823	1008G-02-060.000	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503
	144305	1008G-02-060.001	FORDHAM BART T & TERESA F	10521 RIVER ROAD DR	GULFPORT	MS	39503



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	426559	Print Legal Ad-IPL01247600 - IPL0124760		\$56.32	2	34 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, June 22, 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.

Planning Commission Approval 2306PC059, by owner Charfonya Boose, requests approval for a mobile home on an individual lot, Tax Parcel 0810C-02-001.000, 8376 Georgia Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

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 (Residence estate), Ward 6

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

This the 25th day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0124760
Jun 7 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:
06/07/23

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.

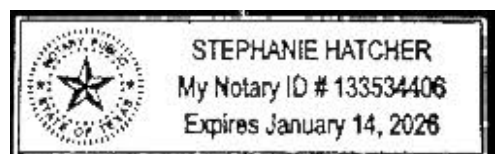
Stefani Beard

Sworn to and subscribed before me this 5th day of June 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.



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