

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, JANUARY 25, 2024 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 - December 21, 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. General Plan 2401PC007:

General Plan 2401PC007, by agent Robert K. Riemann, seeking approval for phase 1 of a 104 lot subdivision (Summerfield Estates) with 7 out parcels, Tax Parcels 0907N-01-002.000, 0907M-01-002.000, 0907M-01-003.000, Holliman Rd, Zoned R-1-15 (Single-family) R-1-7.5 (Single-family), Ward 6

H2. Planning Commission Recommendation

1. Zoning Text Amendment 2401PC006:

Zoning Text Amendment 2401PC006, by owners Byron and Ann Boyden, Amendments to the Comprehensive Zoning Ordinance, to amend Section III. District Regulations (K) Chart of Permitted Uses to allow Contractor's Office with limited indoor storage in B-1 zoning districts.

I. Reports

J. Unfinished Business

K. Other Business

1. Final Plat Highland Lake Townhomes Phase II
To discuss renumbering the lots to 165 and 166 for the proposed final plat for Highland Lake Townhomes Phase II.

L. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, December 21, 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 **4:31pm.**
- D. **Determination of a Quorum:** A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

KEITH WILLIAMS
WM. PRINCE JONES
TIM DAIGLE JR
CHARLIE HEWES
BRYAN JACOBS
VIRGINIA ADOLPH
BJ SELLERS
CHRIS ROMANO
BILL WILLIAMS

BOARD MEMBERS ABSENT:

HAROLD SPANN
DOUG HANCOCK

STAFF MEMBERS PRESENT:

SU-LIN FEATHERSTON
LESLIE ERVIN
BRYCE CLUGH

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

Motion by Mr. Daigle and seconded by Mr. Hewes to approve Minutes of the **November 16, 2023**, Planning Commission meeting was carried unanimously.

G. **Hearing of Cases:**

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

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

G3. Routine Agenda

H1. Planning Commission Decisions

1. Planning Commission Approval 2312PC141:

Planning Commission Approval 2312PC141, by owner Stevie Bush, seeking approval for a church use, at Tax Parcel 0908M-01-004.002, Stewart Road, Zoned B-2 (General Business), Ward 5

Speaking for the Petition: Stevie Bush

Speaking against the Petition: None

Motion: Mr. Daigle – to approve applicant request with conditions.

Second: Mrs. Adolph

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

Action: Motion carried unanimously.

2. Planning Commission Approval 2312PC147:

Planning Commission Approval 2312PC147, by agent Deberah Couvillion, seeking approval for a mobile home use, at Tax Parcel 0810E-03-048.000, Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mrs. Adolph - to table until January meeting due to applicant not being present.

Second: Mr. Jones

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

Action: Motion carried unanimously.

3. Planning Commission Approval 2312PC150:

General Plan 2312PC150, by agent Brown, Mitchell & Alexander, Inc., at Tax Parcel 0908E-01-001.001, Approval of a General Plan for 19 lots with 6 out parcels (Florence Gardens Phase 12), Preservation Drive, Zoned R-1-15 (Single-family) and T4+ (General Urban Zone "Plus"), Ward 6

Speaking for the Petition: Ben Smith

Speaking against the Petition: None

Motion: Mr. Jones – to approve applicant request with conditions.

Second: Mr. Bill Williams

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

Action: Motion carried unanimously.

H2. Planning Commission Recommendation

1. Zoning Map Amendment 2312PC140:

Zoning Map Amendment 2312PC140, by owner Vernon Floyd, Requesting to rezone Tax Parcel 0911C-01-024.000 from B-2 (General-business) to R-2 (Single-family), Hewes Ave, Ward 3

Speaking for the Petition: Vernon Floyd

Speaking against the Petition: None

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

Second: Mrs. Adolph

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

Action: Motion carried unanimously.

I. Adjournment

There being no further business, a Motion was made by **Mrs. Adolph** to adjourn, seconded by **Mr. Jacobs** and carried unanimously. The meeting adjourned at **4:48pm.**

William Prince Jones, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: January 25, 2024

Re: Planning Commission Decision

MEMORANDUM

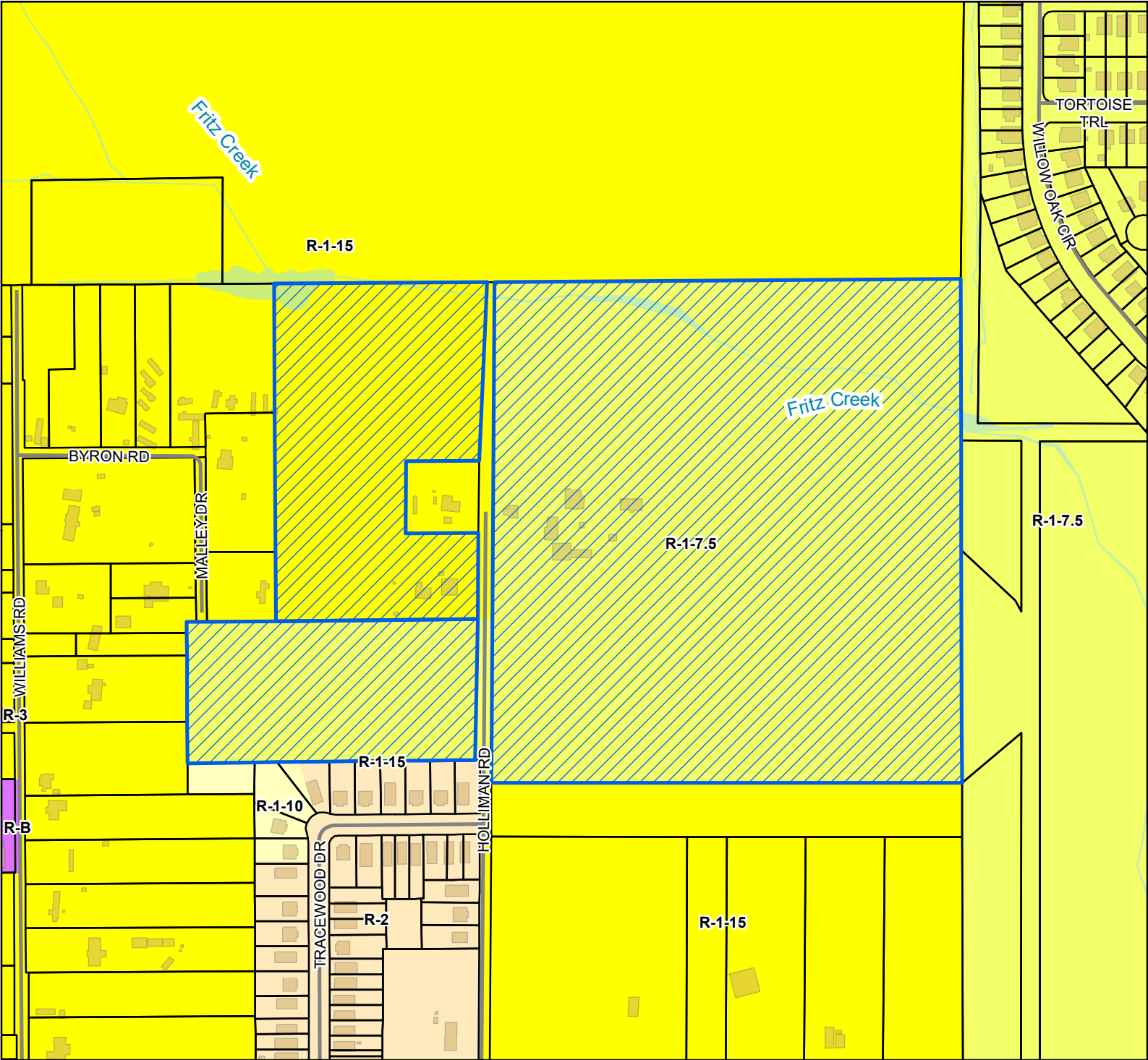
To: City of Gulfport Planning Commission

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

Date of Hearing: January 25, 2024

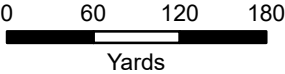
Re: General Plan 2401PC007:

General Plan 2401PC007, by agent Robert K. Riemann, seeking approval for phase 1 of a 104 lot subdivision (Summerfield Estates) with 7 out parcels, Tax Parcels 0907N-01-002.000, 0907M-01-002.000, 0907M-01-003.000, Holliman Rd, Zoned R-1-15 (Single-family) R-1-7.5 (Single-family), Ward 6



- Site
 - Street
 - Parcels
 - Buildings
 - Water Features
- Zoning**
- R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-1-7.5 - Single Family Residence District (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - R-3 - General Residence (High Density)
 - R-B - Residence-Business District

Site Information
 0907N-01-002.000
 0907M-01-002.000
 0907M-01-003.000
 Zoning: R-1-7.5 (Single-Family),
 R-1-15 (Single-Family)
 Size: 64.84 acres



1 inch = 400 feet



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

Revision date 11/2/2020



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

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	0	9	0	7	N	-	0	1	-	0	0	2	●	0	0	0
	0	9	0	7	M	-	0	1	-	0	0	2	●	0	0	0
	0	9	0	7	M	-	0	1	-	0	0	3	●	0	0	0

For Staff Use Only
Case File #: 2401PC007
Date Received: 12/4/23
Receipt #: _____
Received By: JA
Zoning: R-1-7.5, R-1-15
Ward: 6 Flood: _____
Size: 64.84 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: North End of Holliman Road - North of O'Neal Road

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

General Location: East of Highway 49, West of Highway 53, North of O'Neal Road, South of Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:

Construct Phase 1 of New 104 Lot Subdivision called Summerfield Estates - Property is currently zoned R-1-7.5

Total Acres - 64.84, Total Wetland Acres - 21.62, Total Buildable Acres - 43.22

Lots Size will be between 7500 and 12,481.

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.

The Huckabee Co. of South
Mississippi, Jacob Huckabee
Printed Name Of Owner

One Riverway, Suite 1555
Mailing Address

Houston TX 77056
City State Zip code

832-941-9006
Home Phone Work/Cell Phone

jacob@thehuckabeecompany.com
Home Phone Work/Cell Phone

DocuSigned by:
Email

12/11/2023

FCD00E7D2764A9...

Signature Of Owner

AGENT

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

Printed Name Of Agent
3103 5th Avenue, Suite B

Mailing Address
Gulfport, MS 39501

City State Zip code
228-518-2980

Home Phone Work/Cell Phone
kris@engineeringxcellence.com

Email

Signature Of Agent

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

4

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

Certificate Of Completion

Envelope Id: 8C2A1A747BEC4E7EA36545A2685B267F
 Subject: Please DocuSign: Holliman Subdivision Doc.pdf
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 4
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Kimberly Bradshaw
 12418 Seaman Rd
 nil
 Vancleave, MS 39565
 thebradshaws@realtorsonthecoast.com
 IP Address: 66.142.209.143

Record Tracking

Status: Original
 12/11/2023 9:40:35 AM

Holder: Kimberly Bradshaw
 thebradshaws@realtorsonthecoast.com

Location: DocuSign

Signer Events

Jacob Huckabee
 jacob@thehuckabeecompany.com
 President/ Member
 Brent Hieronymi
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 F0D00E7D27644A9...

Signature Adoption: Drawn on Device
 Using IP Address: 172.56.50.34
 Signed using mobile

Timestamp

Sent: 12/11/2023 9:40:36 AM
 Viewed: 12/11/2023 9:44:35 AM
 Signed: 12/11/2023 9:44:43 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/21/2021 10:41:19 AM
 ID: 1c81a030-39f0-454e-a969-976209151bbb

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	12/11/2023 9:40:36 AM
Certified Delivered	Security Checked	12/11/2023 9:44:35 AM
Signing Complete	Security Checked	12/11/2023 9:44:43 AM
Completed	Security Checked	12/11/2023 9:44:43 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Coldwell Banker Smith Homes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Coldwell Banker Smith Homes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: thebradshaws@realtorsonthecoast.com

To advise Coldwell Banker Smith Homes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at thebradshaws@realtorsonthecoast.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Coldwell Banker Smith Homes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to thebradshaws@realtorsonthecoast.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Coldwell Banker Smith Homes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to thebradshaws@realtorsonthecoast.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Coldwell Banker Smith Homes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Coldwell Banker Smith Homes during the course of your relationship with Coldwell Banker Smith Homes.

Designation of Agent

I, The Huckabee Co of South Miss LLC, Jacob Huckabee, being owner of the property at 0907N-01-002.000, 0907M-01-003.000, and 0907M-01-002.000 which is the subject of this application hereby authorize Robert K. Riemann, P.E. to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

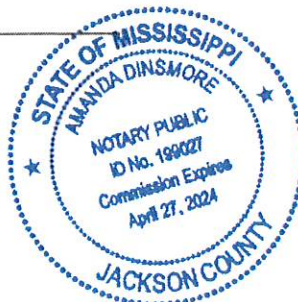
The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature The Huckabee Co of South Miss LLC, President Date 11-22-23

STATE OF MISSISSIPPI, COUNTY OF HARRISON

Given under my hand and seal of office this the 22 day of November, 2023.

[Signature]
Notary Public



April 27, 2024
Commission Expiration



ENGINEERING EXCELLENCE

WITH KRIS RIEMANN & ASSOCIATES

NARRATIVE

SUMMERFIELD ESTATES – PHASE 1 -104 LOTS - SUBDIVISION

EXECUTIVE SUMMARY

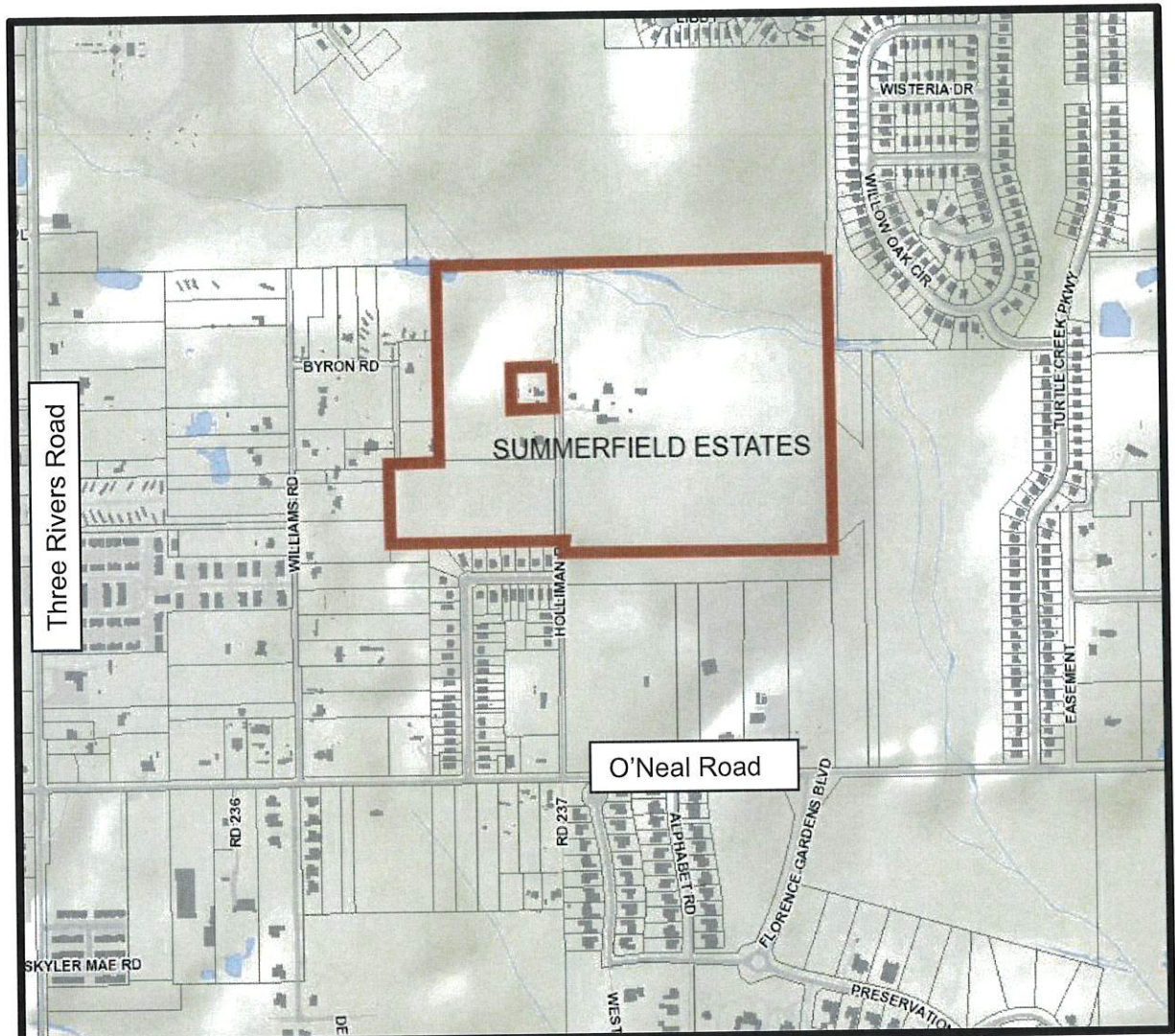
Through this application, the property owner requests approval from the City of Gulfport to subdivide the subject property (shown below) into a 104-Lot Single Family Residential subdivision (Summerfield Estates) for the future construction of a single-family residential subdivision. This project will subdivide 0907N-01-002.000, 0907M-01-003.000, and 0907M-01-002.000 on Holliman Road north of O'Neal Road into a subdivision for 104 lots. As described in further detail throughout this written statement and as detailed in the preliminary plans, the subdivision will include all necessary streets, sidewalks, services, utilities, and other public improvements that are necessary to support the project. Approval of Summerfield Estates benefits the City of Gulfport by providing much-needed construction jobs, necessary street connections, future homes for people to live in, as well as permits and other fees to support City services and fund future City public works/infrastructure improvement projects.

This property is zoned R-1.75. No zoning change is required.

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

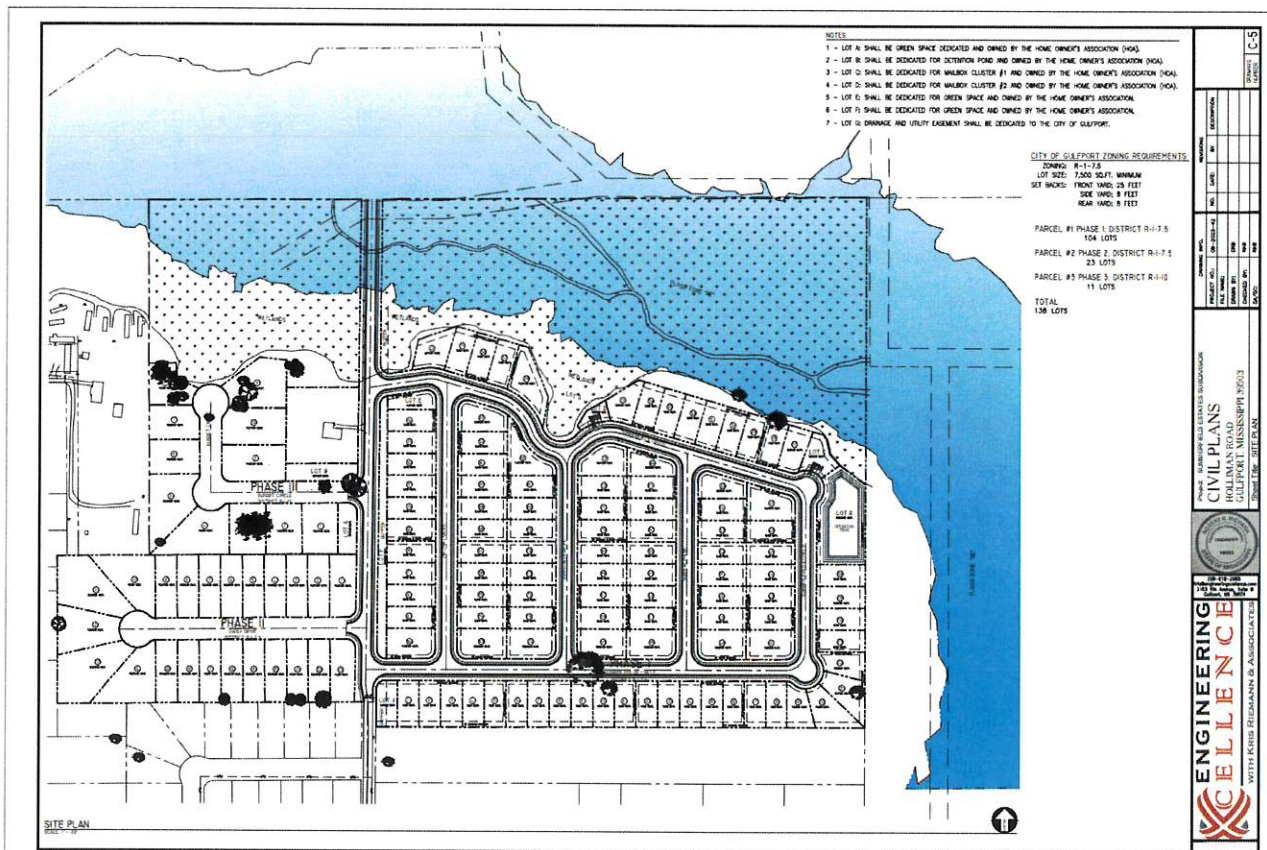
SUMMERFIELD ESTATES SUBDIVISION

October 31, 2023



SUMMERFIELD ESTATES SUBDIVISION

October 31, 2023



Basic Facts

Zoning/Permitted Use: The subject site is zoned R-1-7.5, Single-family residence district.

R-1-7.5 districts: Single-family residence districts. These districts are composed mainly of areas containing one-family and open areas where such development seems likely to occur. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

For Subdivision:

Building site area. Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For any other permitted uses—10,000 square feet.

Building site coverage. The maximum building site coverage by all buildings shall be forty-five (45) percent.

Building height limit. Except as provided in section IV, no structure shall exceed thirty-five (35) feet in height.

Yards required. Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

Site Description / Setting: The applicant's property is approximately 64.84 acres in size and is generally located east of Three Rivers Road and North of Oneal Road. The property was previously an estate that backs up to tributary of Fritz Creek. Over time, the surrounding area has been developed with streets, sidewalks, and single-family residential homes example Tracewood. The existing site topography is very flat (+/- 1.5 % slope), with +/- 20.00 feet of elevation gain from the northeast to the southwest, a linear distance of approximately 1400 feet. The majority of the property is cleared of vegetation, with a few scattered trees located near the southern border of the property and northern boarder. After performing the field survey, it had been determined that there are **TWO (2) Trees** scheduled to be removed.

The proposed subdivision will yield 104 lots within the existing R-1-7.5 zone which contains 21.62 acres of wetlands on the 64.84 total tract. Therefore, we will be building on the 43.22 acres minus the green space and detention pond.

Wetlands. A wetlands delineation has been completed and shows 21.62 acres out of 64.84 acres is wetlands. It is not projected that any of the proposed improvements will be constructed in the wetlands. In addition, the owner will dedicate and deed the wetlands portion to the City of Gulfport as a drainage way.

Project Description:

The proposal involves the creation of 104 lots to accommodate the future construction of single-family residences. There are a few existing structures on the site which will be removed or demolished. To effectively develop the property to its permitted residential density, access (streets) and services are proposed to be provided to all portions of the property. Each of the lots is proposed to be provided with individual sanitary sewer, storm sewer, and water service, as well as utilities such as electrical, gas, phone, cable, etc. The property is efficiently served by existing sewer infrastructure and water. Below are some details concerning the lots.

Lots A, B, C, D, E, and F will be dedicated to the Home Owner's Association for each purpose listed below. Lot G will be deeded to the City of Gulfport for Drainage and Utilities.

- Lot A – Green Space Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot B – Detention Pond Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot C – Mailbox Cluster #1 Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot D – Mailbox Cluster 2 Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot E – Green Space Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot F – Green Space Dedicated, Owned, and Maintained by the Home by the Home Owner's Association
- Lot G – Drainage and Utility Easement Deeded and Dedicated to the City of Gulfport

In addition, the owner is improving Holliman Road which is currently 14 feet to a new width of 24 feet to provide access for the fire department.

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

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

Residential Density Calculations: The site is approximately 43.22 acres (1,882,663 square feet) of buildable space in size. The lot size for the 104 lots range in the project is 7,500 square feet to 12,421 square feet. Therefore, the proposed subdivision complies with the density as required by the zoning.

Facilities

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

1. Sewer - City of Gulfport/HCUA
2. Water - City of Gulfport/HCUA
3. Drainage - City of Gulfport
4. Natural gas - Centerpoint
5. Electric service - Coast Electric Power Association
6. Fire protection & Emergency response - City of Gulfport
7. Waste Disposal - City of Gulfport
8. Law Enforcement – City of Gulfport

Natural Environment

Site Soils.

The US Department of Agriculture - Natural Resource Conservation Service's Web Soil Survey shows the following soil map units in the project area: Atmore silt loam, 0 to 2 percent slopes (At), Plummer loamy sand (Pm), Poarch fine sandy loam, 0 to 2 percent slopes (PoA), Poarch fine sandy loam, 2 to 5 percent slopes (PoB), Ponzer and Smithton soils (Ps), and Smithton fine sandy loam (St) (USDA-NRCS. Accessed August 28, 2023).

According to the Soil Survey of Harrison County, Mississippi (USDA-SCS, 1975), Atmore silt loam, 0 to 2 percent slopes (At), is a poorly drained soil on broad flats and in drainageways. This soil is strongly acid to extremely acid. Permeability is moderate in the upper part and slow in the lower part. The available water capacity is medium to high, and the water table is at the surface during wet periods. Runoff is slow.

Plummer loamy sand (Pm) is a strongly to very strongly acid, poorly drained soil with rapid permeability that is commonly found on wet flats and in drainageways. The water capacity is low, runoff is slow to very slow, and there is a slight water erosion hazard.

Poarch fine sandy loam, 0 to 2 percent slopes (PoA), is a well-drained soil typically found on broad upland flats. It is strongly to very strongly acid with moderate to moderately slow permeability throughout. It has a slow runoff with medium available water capacity.

Poarch fine sandy loam, 2 to 5 percent slopes (PoB), is a well-drained soil on ridges. The soil is strongly acid of very strongly acid. Permeability is moderate in the upper part and moderately slow in the lower part. Available water capacity is medium. Runoff is slow to medium.

Ponzer and Smithton soils, 0 to 2 percent slopes (Ps), are poorly to very poorly drained soils found in low-lying flats and depressions. The soil is strongly acid of extremely acid. Permeability is moderate in the upper part but moderately slow in the lower part. The available water capacity is medium. There is a high water-table and little to no runoff.

Smithton fine sandy loam (St) is a poorly drained soil found in depressions, wet flats, and drainageways. The soil is strongly acid to very strongly acid. The permeability is moderate to moderately slow, and available water capacity is medium. Runoff is slow or very slow.

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

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

Future Development

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

Surrounding Land Use

The proposed single-family lots and landscape areas along Holliman Road are similar to the surrounding area. The proposed lots will have safer access to the inside of the subdivision. The proposed subdivision will have two access roads from Holliman Road as required by the Fire Department.

No negative impacts are apparent that need mitigation.

Phasing Plan

Two additional phases are proposed for this development plan. The subdivision shall be constructed in 1 phase.



Recapitulation of Quantities

City of Gulfport, Harrison County, Summerfield Estates Subdivision

Owner: Blessed Investments
 Engineering: Engineering Xcellence
 Project No: 08-2023-42

	Unit	Estimated Quantity	Unit Price	Cost
*****EARTH WORK & SWPPP ITEMS*****				
Solid Sodding, Centipede	SY	4,026.000	\$ 8.00	\$ 32,208.00
Hydroseeding	ACRE	3.000	\$ 3,500.00	\$ 10,500.00
Temporary Silt Fence	LF	3,680.000	\$ 3.50	\$ 12,880.00
Wattles, 12"	LF	200.000	\$ 4.00	\$ 800.00
*****WATER ITEMS*****				
6" PVC Pipe, C-900	LF	0.000	\$ 15.76	\$ -
8" PVC Pipe, C-900	LF	5,809.000	\$ 20.00	\$ 116,180.00
Ductile Iron Fittings	LBS	2,500.000	\$ 9.30	\$ 23,250.00
8" Gate Valve	EACH	28.000	\$ 1,000.00	\$ 28,000.00
Relocate Fire Hydrant	EACH	0.000	\$ 789.60	\$ -
Install New Fire Hydrant	EACH	7.000	\$ 3,700.00	\$ 25,900.00
Meter Box	EACH	208.000	\$ 40.00	\$ 8,320.00
Water Services	LF	2,120.000	\$ 25.00	\$ 53,000.00
2" Diameter Water Service	LF	0.000	\$ 8.76	\$ -
Relocation of Water Meter, Per Plans	EACH	0.000	\$ 466.80	\$ -
4" PVC Pipe, Schedule 40	LF	0.000	\$ 11.40	\$ -
Water Valve Box	EACH		\$ 75.00	\$ -
*****OFF-SITE WATER ITEMS*****				
6" PVC Pipe, C-900	LF	0.000	\$ 15.76	\$ -
8" PVC Pipe, C-900	LF	280.000	\$ 20.00	\$ 5,600.00
Ductile Iron Fittings	LBS	500.000	\$ 9.30	\$ 4,650.00
Relocate Fire Hydrant	EACH	0.000	\$ 789.60	\$ -
Install New Fire Hydrant	EACH		\$ 3,700.00	\$ -
*****SEWER ITEMS*****				
Install 8" Sewer Pipe	LF	5,261.000	\$ 25.00	\$ 131,525.00
Install 24" Manhole	EACH	24.000	\$ 2,000.00	\$ 48,000.00
4" Sewer Service with Cleanout and Pad	LF	3,120.000	\$ 25.00	\$ 78,000.00
*****SUB BASE & BASE ITEMS*****				
Size 610 Crushed Stone Base, AEA	CY	4,026.000	\$ 60.00	\$ 241,560.00
Class 9 - Select Backfill	CY	4,026.000	\$ 15.00	\$ 60,390.00
Size II Stabilizer Aggregate, Coarse	CY	0.000	\$ 80.00	\$ -
*****ALTERNATE ASPHALT ITEMS*****				
9.5-mm, MT, Asphalt Pavement - Street	TON	1,948.000	\$ 80.00	\$ 155,840.00
12.5-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
19-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
*****BITUMINOUS PAVING ITEMS*****				
Asphalt for Tack Coat	GAL	0.000	\$ 3.48	\$ -
*****OFFSITE - SUB BASE & BASE ITEMS*****				
Size 610 Crushed Stone Base, AEA	CY	204.000	\$ 60.00	\$ 12,240.00
Class 9 - Select Backfill	CY	204.000	\$ 15.00	\$ 3,060.00
Size II Stabilizer Aggregate, Coarse	CY	0.000	\$ 80.00	\$ -
*****OFFSITE - ALTERNATE ASPHALT ITEMS*****				
9.5-mm, MT, Asphalt Pavement - Street	TON	111.000	\$ 80.00	\$ 8,880.00
12.5-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
19-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
*****BITUMINOUS PAVING ITEMS*****				
Asphalt for Tack Coat	GAL	0.000	\$ 3.48	\$ -
*****DRAINAGE ITEMS*****				
Class "B" Structural Concrete, Minor Structures	CY	0.000	\$ 1,400.00	\$ -
Reinforcing Steel	LB	2,000.000	\$ 1.50	\$ 3,000.00
18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,220.000	\$ 38.35	\$ 46,787.00
24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,019.000	\$ 57.25	\$ 58,337.75
30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	249.000	\$ 83.21	\$ 20,719.29
36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	362.000	\$ 110.62	\$ 40,044.44

42" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	213.000	\$	186.00	\$	39,618.00
48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	63.000	\$	203.40	\$	12,814.20
60" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	91.000	\$	294.80	\$	26,826.80
15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	117.000	\$	30.02	\$	3,512.34
36" Reinforced Concrete End Section	EACH	1.000	\$	625.00	\$	625.00
15" HDPE Pipe	LF	718.000	\$	23.00	\$	16,514.00
18" HDPE Pipe	LF	0.000	\$	28.00	\$	-
24" HDPE Pipe	LF	186.000	\$	45.00	\$	8,370.00
30" HDPE Pipe	LF	972.000	\$	75.00	\$	72,900.00
36" HDPE Pipe	LF	192.000	\$	95.00	\$	18,240.00
42" HDPE Pipe	LF	298.000	\$	124.00	\$	36,952.00
48" HDPE Pipe	LF	298.000	\$	148.00	\$	44,104.00
60" HDPE Pipe	LF	298.000	\$	215.00	\$	64,070.00
Castings and Gratings	LB	2,000.000	\$	3.00	\$	6,000.00
Outfall to Detention Pond Structure	EA	1.000	\$	3,500.00	\$	3,500.00
Rip Rap	SF	1,000.000	\$	35.00	\$	35,000.00
Drainage Inlet	EACH	58.000	\$	2,200.00	\$	127,600.00
*****CONSTRUCTION ITEMS*****						
Concrete Sidewalk, Without Reinforcement	SY	6,040.000	\$	42.00	\$	253,680.00
Concrete Curb, Header	LF	0.000	\$	14.50	\$	-
Concrete Curb, Special Design	LF	0.000	\$	20.00	\$	-
Combination Concrete Curb and Gutter	LF	12,080.000	\$	20.00	\$	241,600.00
*****PAVEMENT MARKING ITEMS*****						
6" Thermoplastic Traffic Stripe, Skip W hite	LF	0.000	\$	0.60	\$	-
6" Thermoplastic Edge Stripe, Continuous W hite	LF	50.000	\$	0.90	\$	45.00
*****TRAFFIC SIGN & SIGNAL ITEMS*****						
Stop Sign	EACH	10.000	\$	50.00	\$	500.00
Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	80.000	\$	8.40	\$	672.00
*****LUMP SUM ITEMS*****						
Maintenance of Traffic	LS	1.0000	\$	2,000.00	\$	2,000.00
Mobilization	LS	1.0000	\$	2,000.00	\$	2,000.00
Roadway Construction Stakes	LS	1.0000	\$	2,000.00	\$	2,000.00

Total \$ 2,248,814.82

I certify that this is a true and correct cost estimate to the best of my knowledge and belief.

Robert K. Riemann

Robert K. Riemann, P.E.
Engineering Xcellence



11-28-2023



**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SUMMERFIELD ESTATES SUBDIVISION - PHASE 1
HARRISON COUNTY, MISSISSIPPI**

Prepared by and return to:

Laura F. Paulk, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
(228) 831-1818
LFP File No: R2308097

Owner/Declarant:

Blessed Investments Team, LLC

P.O. Box 2353
Gulfport, MS 39505
(228) 860-2203

Indexing Instructions: Lots 1 through 104, Summerfield Estates Subdivision - Phase 1,
including all common areas and other property shown on the Plat, Harrison County, MS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUMMERFIELD ESTATES SUBDIVISION - PHASE 1

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EXHIBIT A - DESCRIPTION OF LAND INITIALLY COVERED BY DECLARATION
EXHIBIT B - CONSTRUCTION SPECIFICATIONS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUMMERFIELD ESTATES SUBDIVISION - PHASE 1**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

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

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

**ARTICLE 1
DEFINITIONS**

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

1.1. Intentionally omitted

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

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

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

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

1.6. "**Association**" means the SUMMERFIELD ESTATES SUBDIVISION Homeowners Association, Inc. a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in SUMMERFIELD ESTATES SUBDIVISION - PHASE 1 designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association". Said Association may be set up in the future.

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

1.8. "**Builder**" means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale

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

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

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

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

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

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

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

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

1.16. **"Governmental Authority"** means any, each and all of the following: (a) the United States of America, (b) the State of Mississippi, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the foregoing, and (f) any county, municipality, tribunal, instrumentality or court having jurisdiction over SUMMERFIELD ESTATES SUBDIVISION - PHASE 1 or any of the uses that may be made of Lots or other portions of said Subdivision.

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

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

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

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

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

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

1.23. "Property" and "SUMMERFIELD ESTATES SUBDIVISION - PHASE 1" and "the Subdivision" all mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Property (i.e., SUMMERFIELD ESTATES SUBDIVISION - PHASE 1) is a "residential planned community". Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

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

ARTICLE 2 **THE PROPERTY**

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

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

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

ARTICLE 3 **PROPERTY SERVITUDES AND RIGHTS**

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

3.2. **OWNER'S RIGHT TO BUILD.** That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring

Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

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

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

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

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

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

ARTICLE 4 COMMON AREA

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

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

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

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

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

ARTICLE 5

ARCHITECTURAL COVENANTS

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

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

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

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board,

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

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

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

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

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

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

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

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

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

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

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

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

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

ARTICLE 6

USE RESTRICTIONS

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

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

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

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

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

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

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

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

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

6.10. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Except as provided in Section 6.41, sports or play equipment, or other items of personal property on any lot must be

placed and remain behind the rear elevation of the dwelling and must be in compliance with Section 6.40.

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

6.12. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material and may not exceed 6 feet. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. For lots adjacent to the lake/pond on its rear dimension, on said dimension, fencing is required extending six feet on the side dimension from the pond/lake; aluminum or iron fencing, black in color, is required 4 feet on the rear dimension from the corner common to the side dimension; the side dimension fence tapering down to 4 feet to meet the rear four foot fence.

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

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

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

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

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

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

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

6.20. TELEVISION/SATELLITE DISHES. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision except in compliance with this Section 6.20. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the

structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard not higher than 6 feet from the ground, or (c) attached to or mounted on the rear wall of a structure below the eaves. A reception-only satellite dish, one meter or less in diameter, may be mounted on the eave of a dwelling not less than 15 feet from the front elevation of the dwelling. As used in this Section 6.20, the term "Antenna" means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna, with prior ACC approval, in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.21. VEHICLES.

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

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

6.22. YARD ORNAMENTS.

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

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

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

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

6.23. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.23.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which

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

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

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

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

6.25. SWIMMING POOLS; TENNIS COURTS.

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

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

6.26. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited anywhere on the Property. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public prior to initial occupancy of the dwelling constructed on such a Lot. No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from streets on the Property or from any other portion of the Property other than the Lot on which such a sign is posted. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant or an approved builder is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of the Property, including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within the Property. Temporary personal signs, not exceeding 5 square feet in area, may be allowed at the sole discretion of the Board, and which

are not deemed to be patently offensive in the sole discretion of the Board, for a period not to exceed an aggregate of 30 days in a 6 month period, displaying personal announcements such as births, school or athletic achievements of residents of the dwelling, and other temporary displays allowed at the sole discretion of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 **ASSOCIATION OPERATIONS**

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

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

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

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

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

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

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

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

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

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

continue to have a right to disapprove actions of the Association, its Board and any committee to the extent the Association's Bylaws or other Community Documents expressly provide that the Class B Member will continue to have certain rights after termination of the Class B Control Period.

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

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

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

7.5. MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

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

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

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

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

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

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

ARTICLE 8

COVENANT FOR ASSESSMENTS

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

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

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

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

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and

- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

ASSESSMENT LIEN

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

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

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

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

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

ARTICLE 10

ENFORCING THE COMMUNITY DOCUMENTS

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

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided

by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

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

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

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

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

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

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

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

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

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

- a. the Common Areas;
- b. any immovable and movable property owned by the Association but which is not a Common Area, such as a Lot owned by the Association;

- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

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

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

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

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

ARTICLE 12

MORTGAGEE PROTECTION

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

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

12.2. COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase

Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13 **AMENDMENTS**

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

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

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

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

ARTICLE 14 **DISPUTE RESOLUTION**

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

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

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

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

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;
- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is

made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15

DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

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

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

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

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

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

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

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

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

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

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

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

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

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

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

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

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

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

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

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

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

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

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

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

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

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings

used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from community-wide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16

GENERAL PROVISIONS

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect

Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not effect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word "shall" and "will" have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in my office in HARRISON County, Mississippi, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESS MY SIGNATURE, this the _____ day of _____, 20_____.

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC,
By: Horse Gate, LLC, Member

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC,
By: W C Builders, LLC, Member

By: _____
Greg D. Williams, Member

By: _____
N. W. Carr, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, GREG D. WILLIAMS, who acknowledged that he is the Sole Member of HORSE GATE, LLC, a Mississippi limited liability company that is a Member of BLESSED INVESTMENTS TEAM, LLC, a Mississippi limited liability company, and that for and on behalf of HORSE GATE, LLC as a Member of BLESSED INVESTMENTS TEAM, LLC, and as the act and deed of said HORSE GATE, LLC as a Member of BLESSED INVESTMENTS TEAM, LLC, and as the act and deed of BLESSED INVESTMENTS TEAM, LLC, he executed and delivered the above and foregoing instrument, after first having been duly authorized by each of said limited liability companies so to do.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, N. W. CARR, who acknowledged that he is a Member of W C BUILDERS, LLC, a Mississippi limited liability company that is a Member of BLESSED INVESTMENTS TEAM, LLC, a Mississippi limited liability company, and that for and on behalf of W C BUILDERS, LLC as a Member of BLESSED INVESTMENTS TEAM, LLC, and as the act and deed of said W C BUILDERS, LLC as a Member of BLESSED INVESTMENTS TEAM, LLC, and as the act and deed of BLESSED INVESTMENTS TEAM, LLC, he executed and delivered the above and foregoing instrument, after first having been duly authorized by each of said limited liability companies so to do.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-one (61), Sixty-two (62), Sixty-three (63), Sixty-four (64), Sixty-five (65), Sixty-six (66), Sixty-seven (67), Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80), Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), Eighty-nine (89), Ninety (90), Ninety-one (91), Ninety-two (92), Ninety-three (93), Ninety-four (94), Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), Ninety-nine (99), One Hundred (100), One Hundred One (101), One Hundred Two (102), One Hundred Three (103), One Hundred Four (104), and all common areas and all other property of SUMMERFIELD ESTATES SUBDIVISION - PHASE 1, a platted subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, thereof reference to which is hereby made in aid of and as a part of this description.

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)

**DOCUMENTS
FOR THE
STORMWATER SYSTEM
DESIGN
FOR SUMMERFIELD
ESTATES
IN GULFPORT, MS**

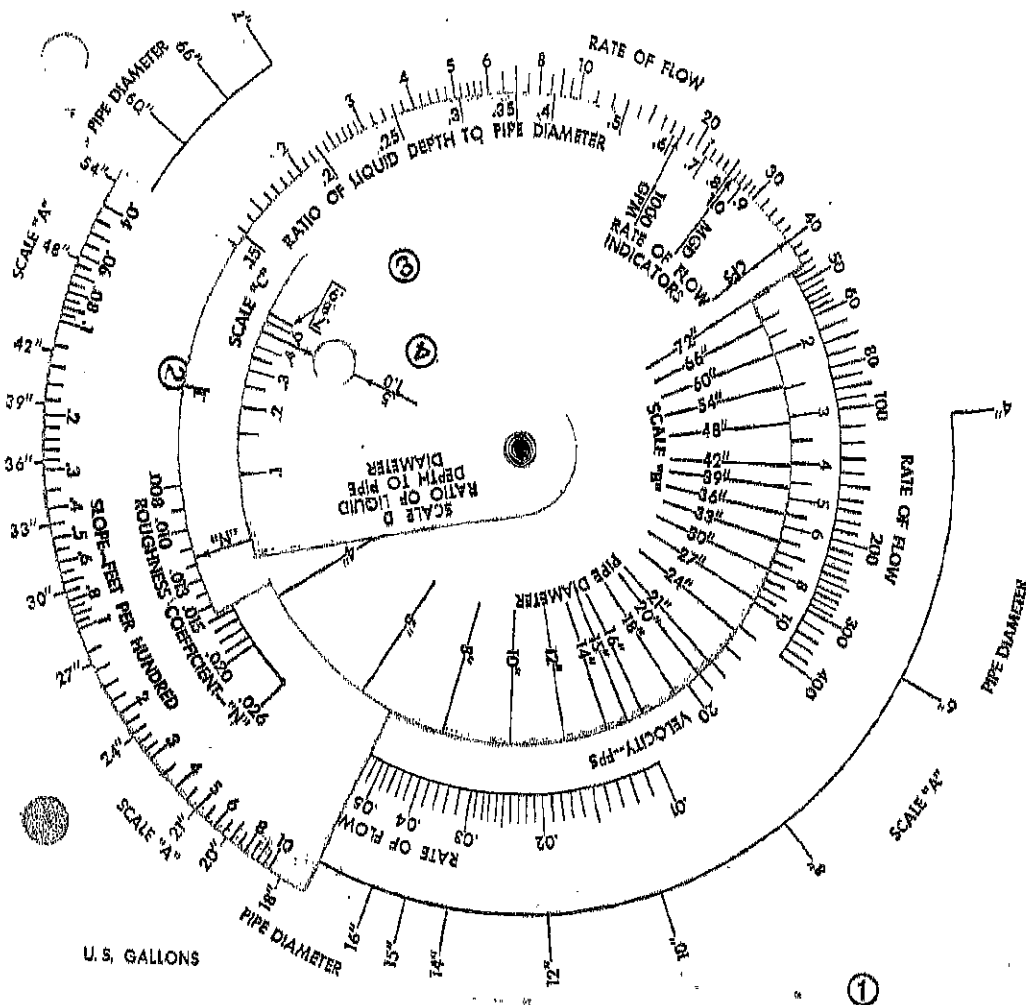


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10-20-2023

OCTOBER 2023



FEILD'S HYDRAULICS CALCULATOR FOR GRAVITY FLOW IN PIPES



AREA DESIGN	AREA (ACRES)		DATA FOR THIS AREA			TIME OF FLOW (MIN)			T _c	C	I (IN/HR)	Q (CFS)	
	INC	TOT	C	L	S	TO INLET	IN CHAN	TOTAL					
ALL		43.22	0.2	2100	6.6				39.45		0.2	5.3	41.817
PHASE 2 & 3		13.39	0.2	700	1				33.33		0.4	5.8	31.0648

AREA DESIGN	LENGTH	WIDTH	DATA FOR THIS AREA			TIME OF FLOW (MIN)			Tc	C	I (IN/HR)	Q (CFS)
			ACRES	C	L	S	IN CHAN	TOTAL				
1	160	400	1.469238	0.5	400	1.7			18.09	0.5	7.4	5.436179982
2	360	160	1.322314	0.5	360	1.7			17.16	0.5	7.6	5.024793388
3	310	160	1.138659	0.5	300	1.7			15.67	0.5	7.9	4.497704316
4	180	220	0.909091	0.5	220	1.7			13.42	0.5	8.4	3.818181818
5	160	100	0.367309	0.5	200	1.7			12.79	0.5	8.6	1.57943067
6	140	180	0.578512	0.5	120	1.7			9.9	0.5	9.1	2.632231405
7	80	180	0.330579	0.5	120	1.7			9.9	0.5	9.1	1.504132231
8	170	100	0.390266	0.5	160	1.7			11.44	0.5	8.8	1.717171717
9	140	160	0.514233	0.5	160	1.7			11.44	0.5	8.8	2.262626263
9.5	90	170	0.35124	0.5	160	1.7			11.44	0.5	8.8	1.545454545
10	170	110	0.429293	0.5	160	1.7			11.44	0.5	8.8	1.888888889
11	120	160	0.440771	0.5	160	1.7			11.44	0.5	8.8	1.939393939
12	160	90	0.330579	0.5	160	1.7			11.44	0.5	8.8	1.454545455
13	520	60	0.716253	0.5	160	1.7			11.44	0.5	8.8	3.151515152
14	90	180	0.371901	0.5	720	1.7			24.28	0.5	6.7	1.245867769
15	300	100	0.688705	0.5	240	1.7			14.01	0.5	8.2	2.82369146
16	180	100	0.413223	0.5	200	1.7			12.79	0.5	8.6	1.776859504
16.5	120	180	0.495868	0.5	160	1.7			11.44	0.5	8.8	2.181818182
17	170	110	0.429293	0.5	180	1.7			18.09	0.5	7.4	1.588383838
18	170	110	0.429293	0.5	180	1.7			18.09	0.5	7.4	1.588383838
19	140	180	0.578512	0.5	180	1.7			18.09	0.5	7.4	2.140495868
20	180	100	0.413223	0.5	180	1.7			18.09	0.5	7.4	1.52892562
21	180	100	0.413223	0.5	180	1.7			18.09	0.5	7.4	1.52892562
22	170	140	0.546373	0.5	180	1.7			18.09	0.5	7.4	2.021579431
23	160	160	0.587695	0.5	180	1.7			18.09	0.5	7.4	2.174471993
24	120	120	0.330579	0.5	200	1.7			12.79	0.5	8.6	1.421487603
25	200	160	0.734619	0.5	80	1.7			8.09	0.5	9.4	3.452708907
26	240	160	0.881543	0.5	80	1.7			8.09	0.5	9.4	4.143250689
27	120	90	0.247934	0.5	120	1.7			9.9	0.5	9.1	1.128099174
28	120	140	0.385675	0.5	120	1.7			9.9	0.5	9.1	1.754820937
29	120	90	0.247934	0.5	120	1.7			9.9	0.5	9.1	1.128099174
30	120	90	0.247934	0.5	120	1.7			9.9	0.5	9.1	1.128099174
31	120	140	0.385675	0.5	120	1.7			9.9	0.5	9.1	1.128099174
32	120	90	0.247934	0.5	120	1.7			9.9	0.5	9.1	1.128099174
33	190	170	0.741506	0.5	200	1.7	</					

Inlet (PIPE SIZES CFS)	CFS	Pipe size
2	61.31893	42
3	82.51682	48
4	105.0478	60
5	17.31198	
6	33.87328	
7	14.93779	24
8	21.56129	36
9	33.54109	42

Catch Basins	Pipe Size
1	18
2	18
3	18
4	24
5	18
6	15
7	24
8	30 future
9	24
10	15
11	15
12	18
13	
14	18
15	18
16	36
17	42
18	42
19	48
20	15
21	15
22	48
23	60
24	18
25	24
26	
27	18
28	18
29	60
30	60
31	42
32	42
33	18
34	
35	18
35.5	36
36	18
37	
38	30
39	
40	24
41	24
42	24
43	18
44	18
45	24
46	15
47	18

Drain Inlets
1
2
3
4
5
6



Final Plans
DRAINAGE



**ENGINEERING
CELLENCE**



Project: SUMMERFIELD ESTATES SUBDIVISION
CIVIL PLANS
HOLLIMAN ROAD

DRAWING INFO		REVISIONS	
PROJECT NO.	08-2023-43	NO.	DATE
FILE NAME		BY	DESCRIPTION

CITY OF
GULFPORT
50 YR 100 YR

REGION IV INTENSITIES AS COMPUTED
BY THE 1988 RATIONAL FORMULA-MDOT

Tc (min.)	6m/24h	INTENSITIES(in./hr.)						Tc (min.)	Tc (hrs.)
		I2	I5	I10	I25	I50	I100		
5	5.3	7.0	7.8	8.5	9.2	10.0	11.0	5	0.083
6	5.1	6.8	7.6	8.2	9.0	9.9	10.7	6	0.100
7	4.9	6.5	7.4	8.0	8.8	9.7	10.4	7	0.117
8	4.7	6.3	7.2	7.7	8.6	9.4	10.2	8	0.133
9	4.5	6.0	6.9	7.5	8.4	9.1	10.0	9	0.150
10	4.4	5.8	6.7	7.3	8.2	9.0	9.8	10	0.167
11	4.2	5.6	6.5	7.1	8.0	8.8	9.6	11	0.183
12	4.1	5.5	6.3	6.9	7.8	8.6	9.3	12	0.200
13	4.0	5.3	6.1	6.7	7.5	8.4	9.1	13	0.217
14	3.9	5.2	5.9	6.5	7.3	8.2	8.9	14	0.233
15	3.8	5.0	5.8	6.3	7.1	7.9	8.7	15	0.250
16	3.7	4.9	5.7	6.2	6.9	7.7	8.5	16	0.267
17	3.6	4.8	5.6	6.0	6.7	7.6	8.4	17	0.283
18	3.5	4.7	5.4	5.9	6.6	7.4	8.2	18	0.300
19	3.5	4.6	5.3	5.8	6.4	7.3	8.0	19	0.317
20	3.4	4.5	5.2	5.6	6.2	7.1	7.9	20	0.333
21	3.3	4.4	5.1	5.5	6.1	7.0	7.8	21	0.350
22	3.2	4.3	4.9	5.4	6.0	6.9	7.7	22	0.367
23	3.2	4.2	4.8	5.3	5.9	6.8	7.5	23	0.383
24	3.1	4.1	4.7	5.2	5.8	6.7	7.4	24	0.400
25	3.0	4.0	4.7	5.1	5.7	6.6	7.2	25	0.417
26	2.9	3.9	4.6	5.0	5.5	6.4	7.1	26	0.433
27	2.9	3.8	4.5	5.0	5.4	6.3	7.0	27	0.450
28	2.8	3.7	4.4	4.9	5.3	6.2	6.8	28	0.467
29	2.7	3.6	4.3	4.8	5.2	6.1	6.7	29	0.483
30	2.7	3.6	4.3	4.7	5.1	6.0	6.6	30	0.500
31	2.6	3.5	4.2	4.6	5.0	5.9	6.5	31	0.517
32	2.6	3.4	4.2	4.6	5.0	5.9	6.4	32	0.533
33	2.6	3.4	4.1	4.5	4.9	5.8	6.4	33	0.550
34	2.5	3.3	4.0	4.5	4.8	5.7	6.3	34	0.567
35	2.5	3.3	3.9	4.4	4.8	5.7	6.2	35	0.583
36	2.5	3.3	3.8	4.4	4.7	5.6	6.1	36	0.600
37	2.4	3.2	3.8	4.4	4.6	5.5	6.0	37	0.617
38	2.4	3.2	3.7	4.3	4.5	5.4	5.9	38	0.633
39	2.3	3.1	3.6	4.3	4.5	5.4	5.9	39	0.650
40	2.3	3.1	3.6	4.2	4.4	5.3	5.8	40	0.667
41	2.3	3.1	3.5	4.1	4.4	5.2	5.8	41	0.683
42	2.3	3.0	3.5	4.1	4.3	5.2	5.7	42	0.700
43	2.3	3.0	3.5	4.0	4.3	5.1	5.7	43	0.717
44	2.2	2.9	3.4	4.0	4.2	5.1	5.6	44	0.733
45	2.2	2.9	3.4	3.9	4.2	5.0	5.6	45	0.750
46	2.2	2.9	3.4	3.8	4.1	4.9	5.5	46	0.767
47	2.1	2.8	3.4	3.8	4.1	4.9	5.5	47	0.783
48	2.1	2.8	3.3	3.7	4.0	4.8	5.4	48	0.800
49	2.1	2.8	3.3	3.7	4.0	4.8	5.4	49	0.817
50	2.0	2.7	3.3	3.6	3.9	4.7	5.3	50	0.833
51	2.0	2.7	3.2	3.6	3.9	4.7	5.3	51	0.850
52	2.0	2.7	3.2	3.5	3.8	4.6	5.2	52	0.867
53	2.0	2.6	3.2	3.5	3.7	4.6	5.1	53	0.883
54	2.0	2.6	3.1	3.5	3.7	4.5	5.0	54	0.900
55	2.0	2.6	3.1	3.4	3.7	4.5	5.0	55	0.917
60	1.8	2.4	2.9	3.3	3.6	4.4	4.7	60	1.000
65	1.7	2.3	2.7	3.1	3.5	4.1	4.6	65	1.083
70	1.7	2.2	2.6	3.0	3.4	3.9	4.5	70	1.167
75	1.6	2.1	2.5	2.8	3.3	3.7	4.4	75	1.250
80	1.5	2.0	2.4	2.7	3.2	3.6	4.3	80	1.333

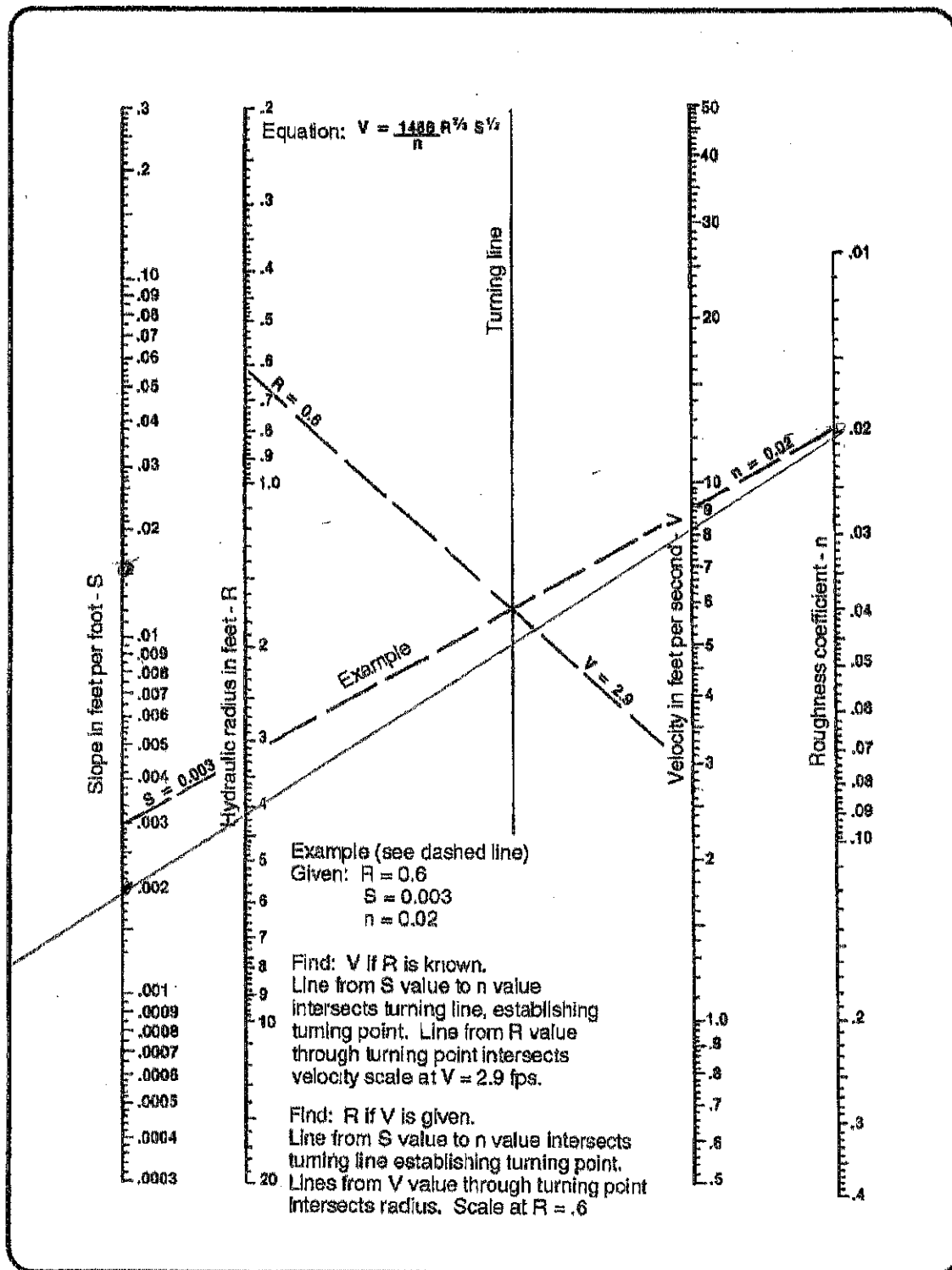
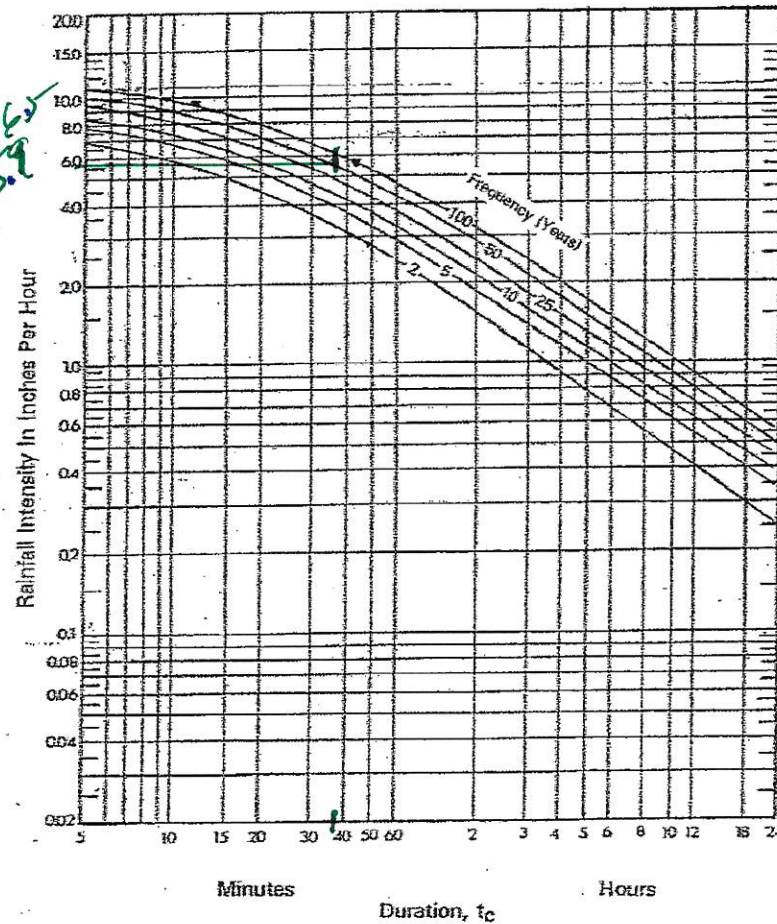


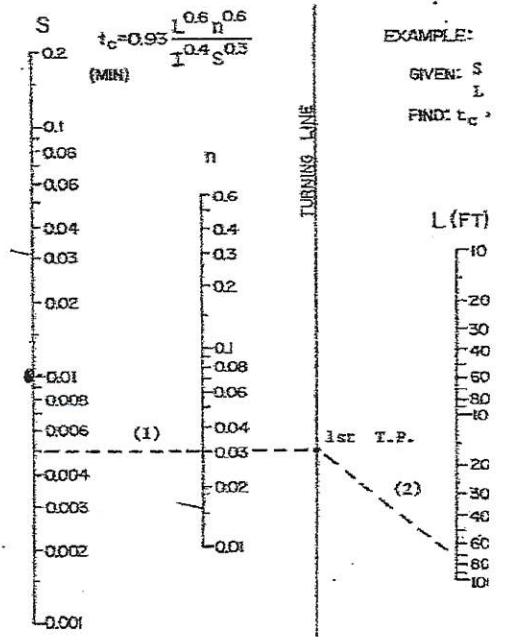
Figure 24. Nomograph for Manning's Equation

April, 1988



Note: Based on data for Gulfport, Biloxi and Pascagoula, MS.

RAINFALL INTENSITY — DURATION — FREQUENCY CURVES
Region III
Figure 7-4.01D



1. Align $S = 0.005$ and turning point.
2. Align first point second turning point
3. Align second point read $t_c = 13.7$ min.

KINEMATIC WAVE FORMULA
TIME OF CONCENTRATION
Figure 7-4.01

$$Q = 1.486 R^{2/3} S^{1/2} A$$

7-31

Table 7-6.03B

MANNING ROUGHNESS COEFFICIENTS, n

		Manning's n range
I. Ground conduits		
A. Concrete pipe		0.011-0.015
B. Corrugated metal pipe or pipe with 1. Six by six-in. corrugation (riveted pipe)		0.024
2. Plain or fully coated		
3. Flayed (flange values are for 24 and 30 percent of circumference flayed)		
4. Flow full depth		0.021-0.018
5. Flow 0.8 depth		0.021-0.016
6. Flow 0.6 depth		0.019-0.013
7. 5 by 2-in. corrugation (flange flayed)		0.03
C. Vitriol clay pipe		0.012-0.014
D. Cast-iron pipe, uncoated		0.013
E. Rivet pipe		0.009-0.011
F. Brick		0.014-0.017
G. Magnesium concrete		
1. Wood forms, rough		0.013-0.017
2. Wood forms, smooth		0.013-0.014
3. Steel forms		0.013-0.013
H. Laminated treated wood		
1. Concrete floor and top		0.010-0.022
2. Natural floor		0.010-0.025
I. Laminated treated wood		0.012-0.017
J. Vitriol clay liner placed		0.013
II. Open channels, lined (straight alignment)		
A. Concrete, with surface as indicated		
1. Formed, no finish		0.012-0.017
2. Level finish		0.012-0.014
3. Flange finish		0.013-0.014
4. Flange finish, some gravel on bottom		0.013-0.017
5. Flange, good section		0.013-0.019
6. Flange, wavy section		0.013-0.022
B. Concrete, bottom flange finished, sides as indicated		
1. Flange, good section		0.014-0.017
2. Random stone in mortar		0.017-0.020
3. Cement rubble masonry		0.020-0.025
4. Cement rubble masonry, battered		0.014-0.020
5. Dry rubble (triprap)		0.020-0.030
C. Gravel bottom, sides as indicated		
1. Formed bottom		0.017-0.020
2. Random stone in mortar		0.020-0.025
3. Dry rubble (triprap)		0.023-0.033
D. Brick		0.014-0.017
E. Asphalt		
1. Smooth		0.013
2. Rough		0.016
F. Wood, slip-laid, clean		0.013-0.013
G. Concrete-lined excavated rock		
1. Good section		0.017-0.020
2. Irregular section		0.022-0.027
III. Open channels, excavated (straight alignment, natural linings)		
A. Earth, uniform section		
1. Clean, recently completed		0.016-0.018
2. Clean, after weathering		0.018-0.020
3. With short grass, low weeds		0.022-0.027
4. In gravelly soil, uniform section, clean		0.023-0.025
B. Earth, fairly uniform section		
1. No vegetation		0.024-0.025
2. Grass, some weeds		0.025-0.030
3. Dense weeds or aquatic plants in deep channels		0.030-0.033
4. Stone clean, gravel bottom		0.025-0.030
5. Stone clean, cobble bottom		0.030-0.040
C. Dragline excavated or dredged		
1. No vegetation		0.022-0.033
2. Light brush on banks		0.035-0.050
D. Rock		
1. Based on design section		0.035
2. Based on actual mean section		
a. Smooth and uniform		0.035-0.040
b. Jagged and irregular		0.040-0.045
E. Channel not maintained, weeds and brush uncut		
1. Dense weeds, high as flow depth		0.06-0.12
2. Clean bottom, brush on sides		0.03-0.08
3. Clean bottom, brush on sides; highest stage of flow		0.07-0.11
4. Dense brush, high stage		0.10-0.14
IV. Highway channels and swales with maintained vegetation (values shown are for velocities of 2 and 4 ft.p.s.)		
A. Depth of flow up to 0.7 foot	Manning's n range	
1. Bermuda grass, Kentucky bluegrass, buffalograss	0.07-0.045	
a. Mowed to 4 inches	0.07-0.05	
b. Length 4-6 inches	0.09-0.05	
2. Good stand, any grass	0.06-0.09	
a. Length about 12 inches	0.09-0.10	
b. Length about 24 inches	0.10-0.13	
3. Fair stand, any grass	0.14-0.08	
a. Length about 12 inches	0.10-0.13	
b. Length about 24 inches	0.12-0.13	
B. Depth of flow 0.7-1.5 feet		
1. Bermuda grass, Kentucky bluegrass, buffalograss	0.05-0.035	
a. Mowed to 4 inches	0.05-0.035	
b. Length 4 to 6 inches	0.06-0.04	
2. Good stand, any grass	0.07-0.07	
a. Length about 12 inches	0.09-0.10	
b. Length about 24 inches	0.10-0.13	
3. Fair stand, any grass	0.10-0.09	
a. Length about 12 inches	0.12-0.10	
b. Length about 24 inches	0.12-0.10	
V. Street and stormway gutters		
A. Concrete gutter, troweled finish	0.012	
B. Asphalt pavement		
1. Smooth texture	0.013	
2. Rough texture	0.016	
C. Concrete gutter with asphalt pavement		
1. Smooth	0.013	
2. Rough	0.014	
D. Concrete pavement	0.014	
E. Broom finish	0.016	
F. For gutters with small slope, where sediment may accu- mulate, increase above values of n by	0.02N	
VI. Natural stream channels		
A. After stream surface width at flood stage less than 100 feet		
1. Fairly regular section	0.030-0.035	
a. Some grass and weeds, little or no brush	0.035-0.04	
b. Dense growth of weeds; depth of flow materially greater than water height	0.035-0.04	
c. Some weeds, light brush on banks	0.035-0.04	
d. Some weeds, heavy brush on banks	0.05-0.07	
e. Some weeds, dense willows on banks	0.06-0.07	
f. For trees within channel, with branches submerged at high stage, increase all above values by	0.01-0.02	
2. Irregular section, with pools; slight channel meandering	0.01-0.02	
3. Mountain stream, no vegetation in channel, banks usually steep, trees and brush along banks sub- merged at high stage	0.01-0.02	
a. Bottom of gravel, cobbles and few boulders	0.04-0.05	
b. Bottom of boulders, with large boulders	0.05-0.07	
B. Flood plain adjacent to natural stream		
1. Pasture; no brush	0.030-0.035	
a. Short grass	0.035-0.04	
b. High grass	0.045-0.05	
2. Cultivated crops		
a. No crop	0.03-0.04	
b. Mature row crops	0.035-0.045	
c. Mature field crops	0.04-0.05	
3. Heavy weeds, scattered brush	0.05-0.07	
4. Light brush and trees		
a. Winter	0.05-0.06	
b. Summer	0.06-0.08	
5. Medium to dense brush	0.07-0.11	
a. Winter	0.10-0.15	
b. Summer	0.15-0.20	
6. Dense willows, summer, not bent over by water	0.04-0.05	
7. Cleared land with tree stumps, 100-150 per acre	0.06-0.05	
a. No sprouts	0.04-0.05	
b. With heavy growth of sprouts	0.06-0.05	
8. Heavy stand of timber, a few down trees, little brush sprouts	0.10-0.12	
a. Flood depth below branches	0.12-0.15	
b. Flood depth reaches branches	0.12-0.15	
C. Major streams (surface width at flood stage more than 100 feet). Roughness coefficient is usually less than for river stream of similar description on account of less effective resistance offered by irregular banks or vege- tation on banks. Values of n may be somewhat re- duced. Follow recommendation in publication cited if possible. The value of n for larger streams of most regular section with no boulders or brush, may be in the range of	0.025-0.035	

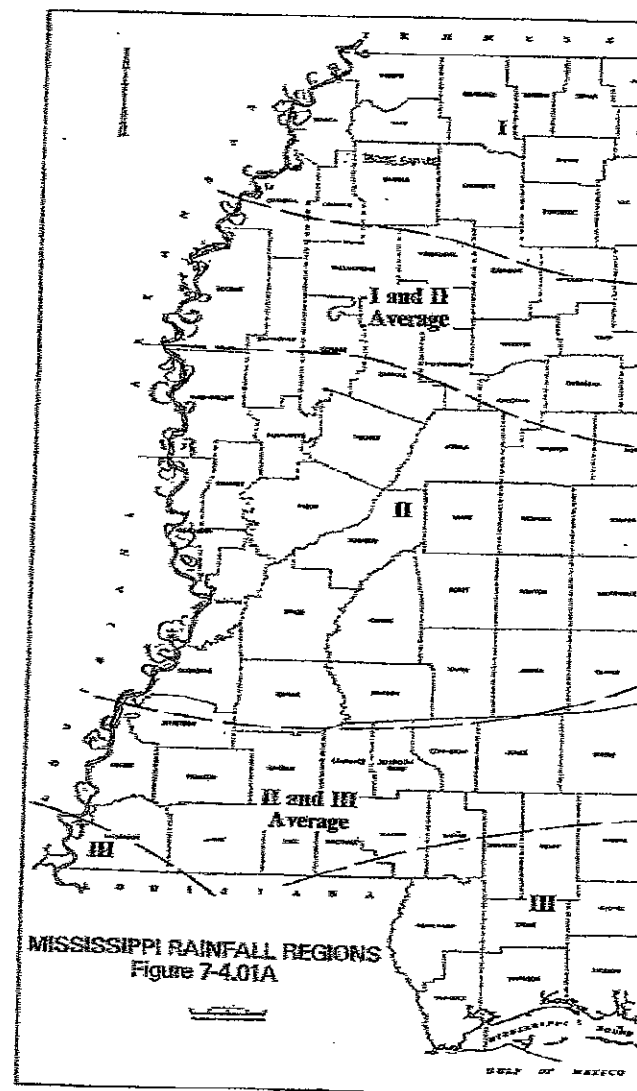
April, 1988

Table 7-4.01A
RUNOFF COEFFICIENT VALUES (C) FOR THE RATIONAL METHOD
(Drainage Areas ≤ 25 Acres)

Slope	Land Use	Soil Classification					
		Rolling Plains		Sand or Sandy Loam Soils (Pervious)		Black or Leossil Soils (Impervious)	
		Min.	Max.	Min.	Max.	Min.	Max.
Flat (0% - 1%)	Cultivated			0.25	0.35	0.30	0.40
	Woodlands			0.15	0.20		
	Pasture			0.20	0.25		
	Paved	0.90	0.90	0.90	0.90	0.90	0.90
Rolling (1% - 3.5%)	Residential	0.50	0.60	0.50	0.60	0.50	0.60
	Commercial	0.60	0.90	0.60	0.90	0.60	0.90
	Cultivated	0.20	0.45	0.45	0.65	0.50	0.70
	Woodlands	0.25	0.30	0.15	0.20	0.18	0.25
Hilly (3.5% - 5.5%)	Pasture	0.90	0.90	0.30	0.40	0.35	0.45
	Paved	0.55	0.60	0.90	0.90	0.90	0.90
	Residential	0.60	0.90	0.50	0.60	0.50	0.60
	Commercial	0.60	0.90	0.60	0.90	0.60	0.90
Mountainous (over 5.5%)	Cultivated			0.60	0.75	0.70	0.85
	Woodlands			0.20	0.25	0.25	0.30
	Bare			0.35	0.45	0.45	0.55
Grassed ROW Slopes		0.70		0.50	0.60	0.50	0.60
				0.60	0.90	0.60	0.90
						0.70	0.80
						0.80	0.90
						0.75	

Note: Use the following "C" values:

Pavement	C = 0.90
Paved Shoulder	C = 0.90
Non-paved Shoulder	C = 0.70
Side Slopes	C = 0.70
Urban, Average	C = 0.66
Rural, Average	C = 0.50



1988 RATIONAL FORMULA

(HP PROGRAM "R")

(I_{ASS}, X_{ASS}, "R", H_S, L, R_S, S, R_S) I_{IDE} TO BE WITHIN 0.2 I_{ASSUMED}

$$t_c = 0.93 \frac{L}{4000} \frac{1}{S^{0.5}}$$

$$n = 0.035$$

I IS IN INCHES/HAUR.

AREA	LENGTH	SLOPE %	I ASSUMED	T _c CALC	I _{IDE}	
A,B,G,L	400	0.02	8.5/9.2	6.2/6.0	9.0/9.0	✓
E,D,F,G-I	300	0.02	9.2	5.1	9.2	✓
E,G-2	250	0.02	9.3	4.5	9.3	✓
H	100	0.02	9.4	2.6	9.6	✓
I	200	0.02	9.4	3.9	9.4	✓
TOTAL	1300	0.02	8.0/9.4	12.9/13.3	7.5/7.4	✓

8-17-87

MIN. BOX SIZES

T. PIPE SIZE	MIN. DEPTH, F. to Bot. Cst. (MIN. D. HOISTING)	SS3	SS5	SS2	JB or SS3	SS2	SS5	
2" 12"	1.67	1.92	2.17	3.00	3.08	3.50	4.00	12"
2.25" 15"	1.94	2.19	2.44	3.27	3.32	3.50	4.00	15"
2.5" 18"	2.21	2.46	2.71	3.54	3.67	4.00	4.00	18"
2.75" 21"	2.48	2.73	2.98	3.81	3.96	4.00	4.38	21"
3" 24"	2.75	3.00	3.25	4.08	4.25	4.50	4.67	24"
3.25" 27"	3.02	3.27	3.52	4.35	4.54	4.50	4.96	27"
3.5" 30"	3.29	3.54	3.79	4.63	4.83	5.00	5.25	30"
4.75" 36"	3.83	4.08	4.33	5.17	5.42	5.50	5.83	36"
5.25" 42"	4.37	4.62	4.87	5.71	6.00	6.00	6.42	42"
5.75" 48"	4.92	5.17	5.42	6.25	6.58	6.50	7.00	48"
6.75" 54"	5.46	5.71	5.96	6.79	7.17	7.00	7.58	54"

↑ 3.40 MIN. FOR JB
 ↑ 3.88 MIN. FOR SS2
 ↑ 3.50 MIN. FOR SS3
 4.42 FOR TRCST.
 4.83 FOR TRCST.
 4.100 TO TRCST.
 4.69 TO CUT FURN.
 7.003 FOR SS5A
 7.6.0 FOR SS2
 7.400 FOR SS5B

THIS IS TO TRCST.

CONSTRUCTION PLANS FOR
SUMMERFIELD ESTATES
HOLLIMAN ROAD
GULFPORT, MISSISSIPPI 39503

PHASE 1

CITY OF GULFPORT
HARRISON COUNTY, MISSISSIPPI
PROJECT NO. 08-2023-42

NOVEMBER 29, 2023


11-29-2023

Robert K. Riemann, P.E.

3103 5th Avenue, Suite B
Gulfport, MS 39501
(228) 518-2980
kris@engineeringxcellence.com



OWNERS

WAYNE CARR AND GREG WILLIAMS

ENGINEERING STAGE

20% Review	10-01-2023
60% Review	11-30-2023
Final Approval	
Ready for Construction	

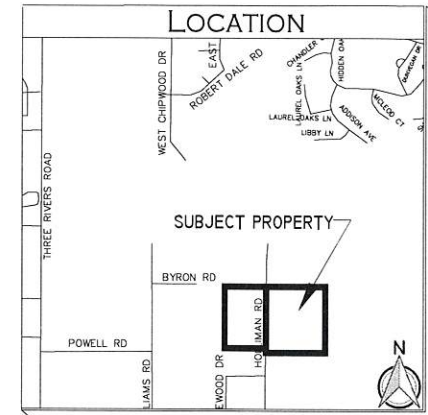
PERMITS

Wetlands	
MDEQ Sewer	
MSDH Water	
MDOT	
MDEQ Swppp	

UTILITIES

City of Gulfport - Water, Sewer, and Drainage - 228-868-5740
Harrison County Development Commission - 896-5020
Harrison County Utility Authority - Sewer - 228-868-8752
Coast Electric Power Association - Power - 228-832-1761
AT & T - Telephone - 1-877-737-2478
Mississippi Power - Power - 1-800-532-1502
C-Spire - Fiber - 1-855-277-4732
Cable One - Cable - 228-374-5900

LOCATION



SHEET INDEX

DESCRIPTION	SHEET NO.
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EXISTING SITE CONDITIONS	C-4
EROSION AND SEDIMENT CONTROL PLAN	C-5
SITE PLAN	C-6
SITE PLAN WITH TREES	C-7
SITE UTILITY PLAN	C-8
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OFFSITE PLAN	C-14
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SITE DRAINAGE PLAN	C-16
DRAINAGE PLAN PROFILES	C-17,18,19,20,21
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ADA PLAN	C-23
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DRAINAGE DETAILS	C-30
MAILBOX DETAILS	C-31

UTILITIES

- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR HIS REPRESENTATIVE. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THE INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL PERFORM A PRELIMINARY INVESTIGATION TO DETERMINE EXACT LOCATION OF UTILITY LINES BEFORE EXCAVATION OPERATION AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS AND SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD CONDITIONS, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
- NEW WATER METERS WILL NOT BE INSTALLED AS PART OF THE PROJECT. THE CONTRACTOR IS TO INSTALL A NEW WATER SERVICE AND CURB STOP AND METER BOX AS PART OF THIS PROJECT. ALL EXISTING CITY WATER SAMPLING STATIONS MUST BE RECONNECTED TO THE NEW WATER MAIN WITH NEW WATER SERVICE TUBING THAT HAS BEEN CHLORINATED/TESTED. A NEW CURB STOP AND METER BOX SHALL ALSO BE PROVIDED NEAR THE CONNECTION TO THE SAMPLING STATION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED SANITARY SEWER LINES AND APPURTENANCES; STORM DRAIN LINES AND APPURTENANCES; WATER MAIN AND APPURTENANCES; DRAINAGE STRUCTURES; OR ANY OTHER EXISTING STRUCTURES, SERVICES OR OBSTRUCTIONS WHICH, IN THE OPINION OF THE CITY OR THE ENGINEER, WAS DAMAGED BY THE CONTRACTOR. THE CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM AN EMERGENCY REPAIR ON ANY EXISTING SANITARY SEWER LINE, WATER MAIN, STORM DRAIN, FORCE MAIN, SERVICE, ETC. SHOULD THE MAIN(S) OR SERVICE(S) BE DAMAGED DURING THE CONSTRUCTION OF THIS PROJECT.
- CONTRACTOR MUST KEEP THE WATER, SEWER, AND DRAINAGE SYSTEMS FUNCTIONAL AND ALL HOUSES IN SERVICE AT ALL TIMES UNLESS MINIMAL UTILITY OUTAGES ARE APPROVED BY THE CITY OR THE ENGINEER WITH A MINIMUM OF THREE (3) CITY WORKING DAYS NOTICE. NO SERVICE SHALL BE LEFT OFF TO ANY PROPERTY OVERNIGHT.

EROSION CONTROL

- THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SITUATION.
- CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SITUATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THIS PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE PLACEMENT OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BPMs) SHALL BE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF

ENVIRONMENTAL QUALITY'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.

- SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
- EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
- WHERE APPLICABLE, ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
- TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOR THIRTY CALENDAR DAYS OR MORE.
- TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
- ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE DONE OFFSITE.
- RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.
- SANITARY FACILITIES SHALL BE PROVIDED ON-SITE FOR ALL EMPLOYEES.
- TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES. ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
- ALL EROSIONS CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.
- ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THE STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
- ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF (1/2) THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
- EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT OR CONSTRUCTION DEBRIS THAT IS TRACKED ONTO ADJACENT PAVES AREAS. ADJACENT STREETS SHALL BE KEPT CLEAN THROUGHOUT CONSTRUCTION AND SHALL BE CLEANED WITH A STREET SWEEPER OR SIMILAR TECHNIQUE IMMEDIATELY UPON DISCOVERY OF SEDIMENT. WASHING DOWN OF THE STREET OR ANY PAVES AREAS IS NOT ALLOWED.
- ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.

TRAFFIC/SIGNS

- MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, TRAFFIC CONTROL DEVICES, SUPERVISION AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD) AND THE ATTACHED TRAFFIC CONTROL PLAN.
- CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATION WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO CITY SPECIFICATIONS. NO SEPARATE PAYMENT SHALL BE MADE FOR THE REMOVAL AND INSTALLATION OF EXISTING SIGNS.
- IF CONTRACTOR FAILS TO MAINTAIN TRAFFIC CONTROL AS PRESCRIBED FOR TYPE OF CONSTRUCTION, THE OWNER MAY WITHHOLD PAYMENT OF ALL OR ANY RECENT PAY REQUESTS UNTIL TRAFFIC CONTROL IS IN COMPLIANCE WITH PLANS.
- ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE LIFE OF THE PROJECT.
- REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.

MISCELLANEOUS

- CONTRACTOR SHALL DISPOSE OFF-SITE ALL MISCELLANEOUS TRASH, DEBRIS, AND DAMAGED VEGETATION FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGES DONE TO PUBLIC RIGHT-OF-WAYS OR PRIVATE PROPERTY, WHICH WAS DAMAGED, IN THE OPINION OF THE CITY OR THE ENGINEER DUE TO THE NEGLIGENCE OF THE CONTRACTOR.
- THE OWNER AND THE ENGINEER SHALL BE CONTACTED A MINIMUM OF 72 HOURS IN ADVANCE OF ANY WORK WITHIN THE CITY'S RIGHT-OF-WAY. ONE LANE OF TRAFFIC WITHIN CITY RIGHT-OF-WAY SHALL REMAIN OPEN AT ALL TIMES FOR EMERGENCY VEHICLES.
- DRAINAGE DITCHES DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE RESTORE TO EXISTING CONDITIONS, COST ABSORBED.

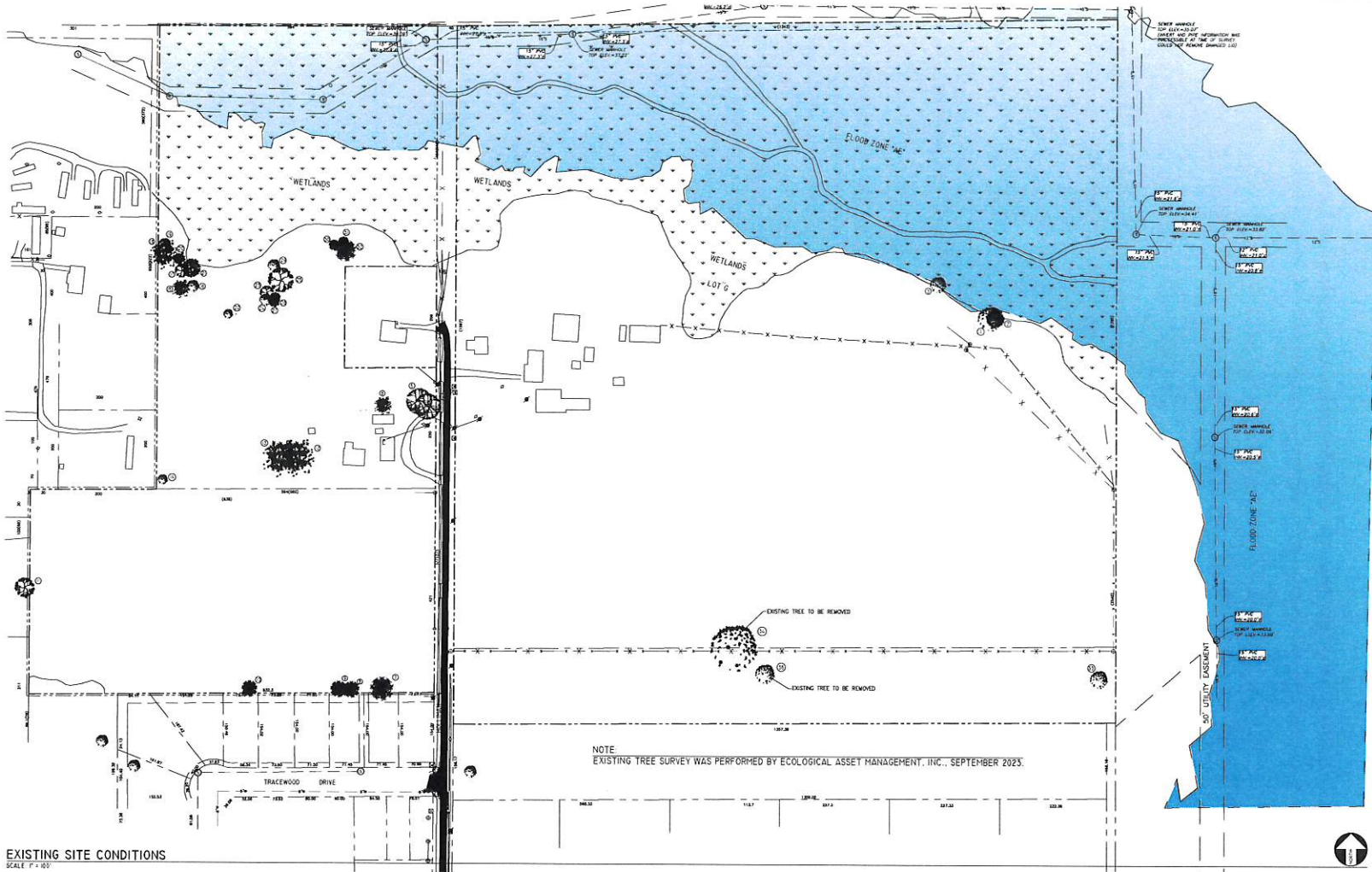
Recapitulation of Quantities

City of Gulfport, Harrison County, Summerfield

	Unit	Quantity
*****EARTH WORK & SWPPP ITEMS*****		
Solid Sodding, Centipede	SY	4,026.000
Hydroseeding	ACRE	3.000
Temporary Silt Fence	LF	3,680.000
Wattles, 12"	LF	200.000
*****WATER ITEMS*****		
6" PVC Pipe, C-900	LF	0.000
8" PVC Pipe, C-900	LF	5,809.000
Ductile Iron Fittings	LBS	2,500.000
9" Gate Valve	EACH	28.000
Relocate Fire Hydrant	EACH	0.000
Install New Fire Hydrant	EACH	7.000
Meter Box	EACH	208.000

Water Services	LF	2,120.000
2" Diameter Water Service	LF	0.000
Relocation of Water Meter, Per Plans	EACH	0.000
4" PVC Pipe, Schedule 40	LF	0.000
Water Valve Box	EACH	0.000
*****OFF-SITE WATER ITEMS*****		
6" PVC Pipe, C-900	LF	0.000
8" PVC Pipe, C-900	LF	280.000
Ductile Iron Fittings	LBS	500.000
Relocate Fire Hydrant	EACH	0.000
Install New Fire Hydrant	EACH	0.000
*****SEWER ITEMS*****		
Install 8" Sewer Pipe	LF	5,261.000
Install 24" Manhole	EACH	24.000
4" Sewer Service with Cleanout and Pad	LF	3,120.000
*****SUB BASE & BASE ITEMS*****		
Size 610 Crushed Stone Base, AEA	CY	4,026.000
Class 9 - Select Backfill	CY	4,026.000
Size II Stabilizer Aggregate, Coarse	CY	0.000
*****ALTERNATE ASPHALT ITEMS*****		
9.5-mm, MT, Asphalt Pavement - Street	TON	1,948.000
12.5-mm, MT, Asphalt Pavement	TON	0.000
19-mm, MT, Asphalt Pavement	TON	0.000
*****BITUMINOUS PAVING ITEMS*****		
Asphalt for Tack Coat	GAL	0.000
*****OFFSITE - SUB BASE & BASE*****		
Size 610 Crushed Stone Base, AEA	CY	204.000
Class 9 - Select Backfill	CY	204.000
Size II Stabilizer Aggregate, Coarse	CY	0.000
*****OFFSITE - ALTERNATE ASPHALT*****		
9.5-mm, MT, Asphalt Pavement - Street	TON	111.000
12.5-mm, MT, Asphalt Pavement	TON	0.000
19-mm, MT, Asphalt Pavement	TON	0.000
*****BITUMINOUS PAVING ITEMS*****		
Asphalt for Tack Coat	GAL	0.000
*****DRAINAGE ITEMS*****		
Class "B" Structural Concrete, Minor Structures	CY	0.000
Reinforcing Steel	LB	2,000.000
18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,220.000
24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,019.000
30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	249.000
36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	362.000
42" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	213.000
48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	63.000
60" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	91.000
15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	117.000
36" Reinforced Concrete End Section	EACH	1.000
15" HDPE Pipe	LF	718.000
18" HDPE Pipe	LF	0.000
24" HDPE Pipe	LF	186.000
30" HDPE Pipe	LF	972.000
36" HDPE Pipe	LF	192.000
42" HDPE Pipe	LF	298.000
48" HDPE Pipe	LF	298.000
60" HDPE Pipe	LF	298.000
Castings and Gratings	LB	2,000.000
Outfall to Detention Pond Structure	EA	1.000
Rip Rap	SF	1,000.000
Drainage Inlet	EACH	58.000
*****CONSTRUCTION ITEMS*****		
Concrete Sidewalk, Without Reinforcement	SY	6,040.000
Concrete Curb, Header	LF	0.000
Concrete Curb, Special Design	LF	0.000
Combination Concrete Curb and Gutter	LF	12,080.000
*****PAVEMENT MARKING ITEMS*****		
6" Thermoplastic Traffic Stripe, Skip W hite	LF	0.000
6" Thermoplastic Edge Stripe, Continuous W hite	LF	50.000
*****TRAFFIC SIGN & SIGNAL ITEMS*****		
Stop Sign	EACH	10.000
Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	80.000
*****LUMP SUM ITEMS*****		
Maintenance of Traffic	LS	1.0000
Mobilization	LS	1.0000
Roadway Construction Stakes	LS	1.0000

REVISIONS NO. DATE BY DESCRIPTION		PROJECT NO. 08-2023-42 FILE NAME: JWB DRAWN BY: JWB CHECKED BY: JWB DATE:		DRAWING NO.	SHEET NO.
Project: SUMMERFIELD ESTATES SUBDIVISION Civil PLANS HOLLMAN ROAD GULFPORT, MISSISSIPPI 39503 Sheet Title: RECAPITULATION AND GENERAL NOTES				C-2	C-2
228-518-2280 krc@engineeringcic.com 3103 5th Avenue, Suite B Gulfport, MS 39501					
ENGINEERING CIELLEN CIE WITH KRIS RIEMANN & ASSOCIATES					



EXISTING SITE CONDITIONS

SCALE 1" = 100'

LIST OF TREES

1 - 15.5" SWEETBAY MAGNOLIA	13 - 23.4" LIVE OAK	25 - 14" SOUTHERN MAGNOLIA
2 - 8.3" RED MAPLE	14 - 10" SWEETBAY MAGNOLIA	26 - 11.8" SWEETGUM
3 - 8.1" SWEETBAY MAGNOLIA	15 - 15.6" LIVE OAK	27 - 13.2" SWEETGUM
4 - 22" SOUTHERN MAGNOLIA	16 - 13.4" SWEETBAY MAGNOLIA	28 - 9.1" SWEETGUM
5 - 23.2" SOUTHERN MAGNOLIA	17 - 11.4" SOUTHERN MAGNOLIA	29 - 12.6" SWEETBAY MAGNOLIA
6 - 13.6" LIVE OAK	18 - 35" LIVE OAK	30 - 11" SWEETGUM
7 - 16.5" SWEETGUM	19 - 13.6" SWEETBAY MAGNOLIA	31 - 12.8" SWEETGUM
8 - 8.1" SWEETGUM	20 - 13.6" LIVE OAK	32 - 43.1" SWEETGUM
9 - 10.8" SWEETGUM	21 - 22.4" RED MAPLE	33 - 8.5" SWEETBAY MAGNOLIA
10 - 10.6" SWEETGUM	22 - 9.8" SWEETBAY MAGNOLIA	34 - 36.4" SWEETBAY MAGNOLIA
11 - 12.2" SOUTHERN MAGNOLIA	23 - 13.4" SWEETBAY MAGNOLIA	35 - 8.7" SWEETBAY MAGNOLIA
12 - 26" LIVE OAK	24 - 8.7" SWEETBAY MAGNOLIA	

NOTE
EXISTING TREE SURVEY WAS PERFORMED BY ECOLOGICAL ASSET MANAGEMENT, INC., SEPTEMBER 2023.

ENGINEERING CELLENCE WITH KRIS RIEMANN & ASSOCIATES		Project: SUMMERFIELD ESTATES SUBDIVISION CIVIL PLANS HOLLIMAN ROAD GULFPORT, MISSISSIPPI 39503 Sheet Title: EXISTING SITE CONDITIONS		DRAWING NO. PROJECT NO.: 08-2023-42 FILE NAME: DRAWN BY: DBB CHECKED BY: ROR QA/QC:		REVISIONS NO. DATE BY DESCRIPTION		C-4 DRAWING NUMBER
		225-515-2300 krd@engineeringcellence.com 3103 1st Avenue, Suite 10 Gulfport, MS 39501		15989 ENGINEER STATE OF MISSISSIPPI				

NOTES

- 1 - LOT A: SHALL BE GREEN SPACE DEDICATED AND OWNED BY THE HOME OWNER'S ASSOCIATION (HOA).
- 2 - LOT B: SHALL BE DEDICATED FOR DETENTION POND AND OWNED BY THE HOME OWNER'S ASSOCIATION (HOA).
- 3 - LOT C: SHALL BE DEDICATED FOR GREEN SPACE AND OWNED BY THE HOME OWNER'S ASSOCIATION (HOA).
- 4 - LOT D: SHALL BE DEDICATED FOR MAILBOX CLUSTER #2 AND OWNED BY THE HOME OWNER'S ASSOCIATION (HOA).
- 5 - LOT E: SHALL BE DEDICATED FOR MAILBOX CLUSTER #1 AND OWNED BY THE HOME OWNER'S ASSOCIATION.
- 6 - LOT F: SHALL BE DEDICATED FOR GREEN SPACE AND OWNED BY THE HOME OWNER'S ASSOCIATION.
- 7 - LOT G: DRAINAGE AND UTILITY EASEMENT SHALL BE DEDICATED TO THE CITY OF GULFPORT.

CITY OF GULFPORT ZONING REQUIREMENTS:

ZONING: R-1-7.5
 LOT SIZE: 7,500 SQ. FT. MINIMUM
 SET BACKS: FRONT YARD: 25 FEET
 SIDE YARD: 8 FEET
 REAR YARD: 8 FEET

PARCEL #1 PHASE I: DISTRICT R-1-7.5
 104 LOTS

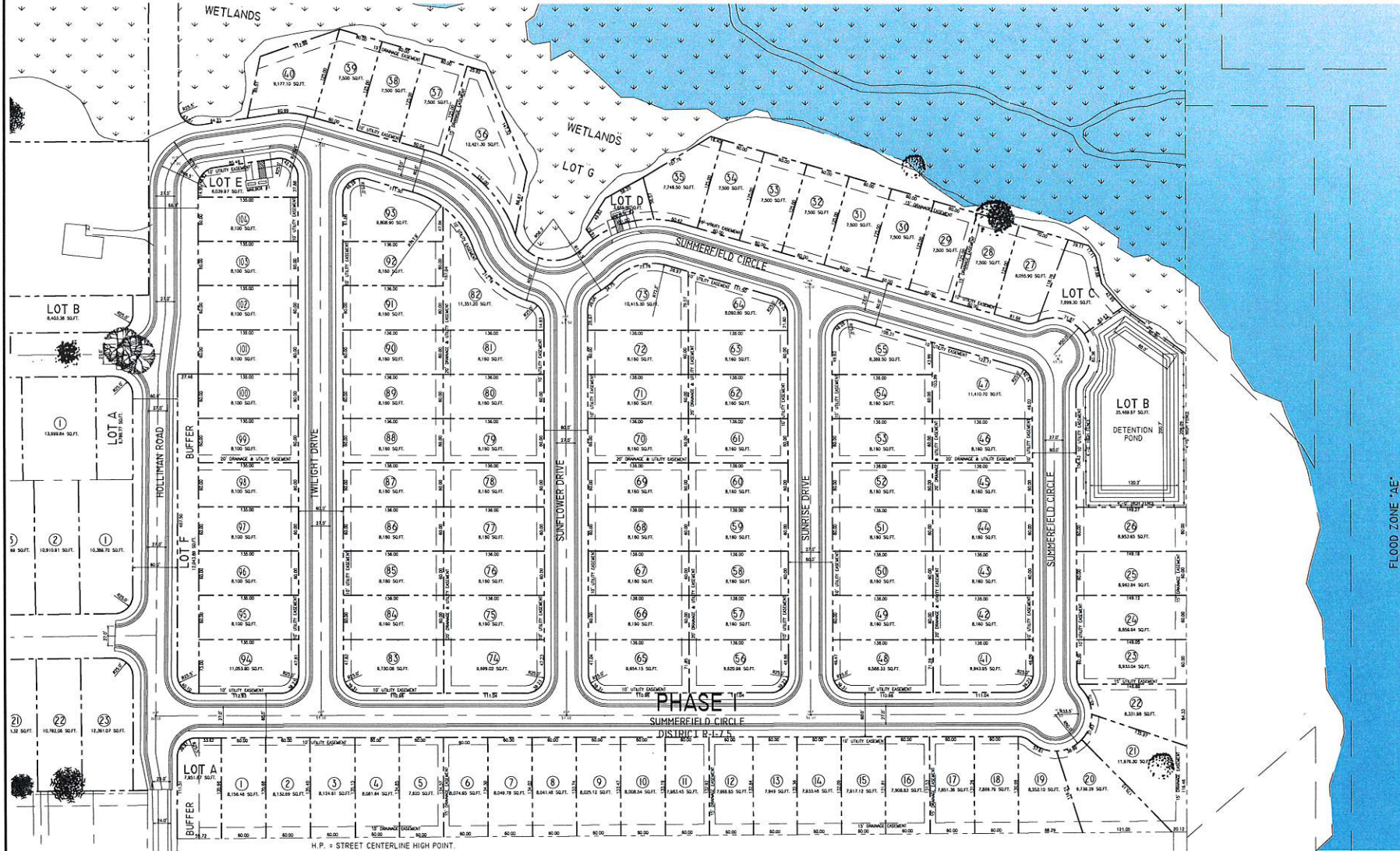
PARCEL #2 PHASE 2: DISTRICT R-1-7.5
 23 LOTS

PARCEL #3 PHASE 3: DISTRICT R-1-10
 11 LOTS

TOTAL
 138 LOTS

NOTES

- 1 - EXISTING BOUNDARY INFORMATION SHOWN PROVIDED BY LARRY SMITH LAND SURVEYOR IN OCTOBER 2023.
- 2 - BY GEOGRAPHICAL PLOTTING ONLY. PART OF THIS PARCEL IN "ZONE AE" OF THE FLOOD HAZARD BOUNDARY, FLOOD INSURANCE RATE MAP WILL BE DEVELOPED.
- 3 - WETLANDS DELINEATION COMPLETED BY ECOLOGICAL ASSET MANAGEMENT SEPTEMBER 15, 2023.



H.P. = STREET CENTERLINE HIGH POINT.

DRAWING NO.		NO.		DATE		BY		DESCRIPTION	
PROJECT NO.		08-2023-42							
FILE NAME		SUB		DATE		BY		DESCRIPTION	
DRAWN BY		SUB		DATE		BY		DESCRIPTION	
CHECKED BY		SUB		DATE		BY		DESCRIPTION	
DATE		SUB		DATE		BY		DESCRIPTION	

Project: SUMMERFIELD ESTATES SUBDIVISION
 CIVIL PLANS
 HOLLIMAN ROAD
 GULFPORT, MISSISSIPPI 39503
 Sheet Title: SITE PLAN

228-518-2990
 krad@engineeringinc.com
 3103 Sun Avenue, Suite B
 Gulfport, MS 39501

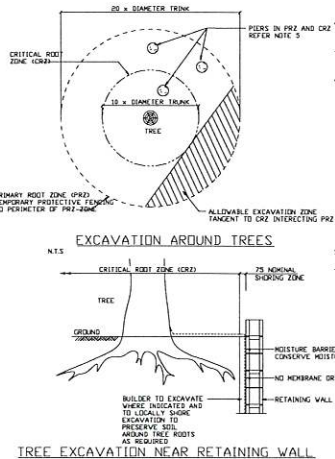
ENGINEERING
ELLEN CIE
 WITH KRIS RIEMANN & ASSOCIATES

REGISTERED PROFESSIONAL ENGINEER
 STATE OF MISSISSIPPI
 15065

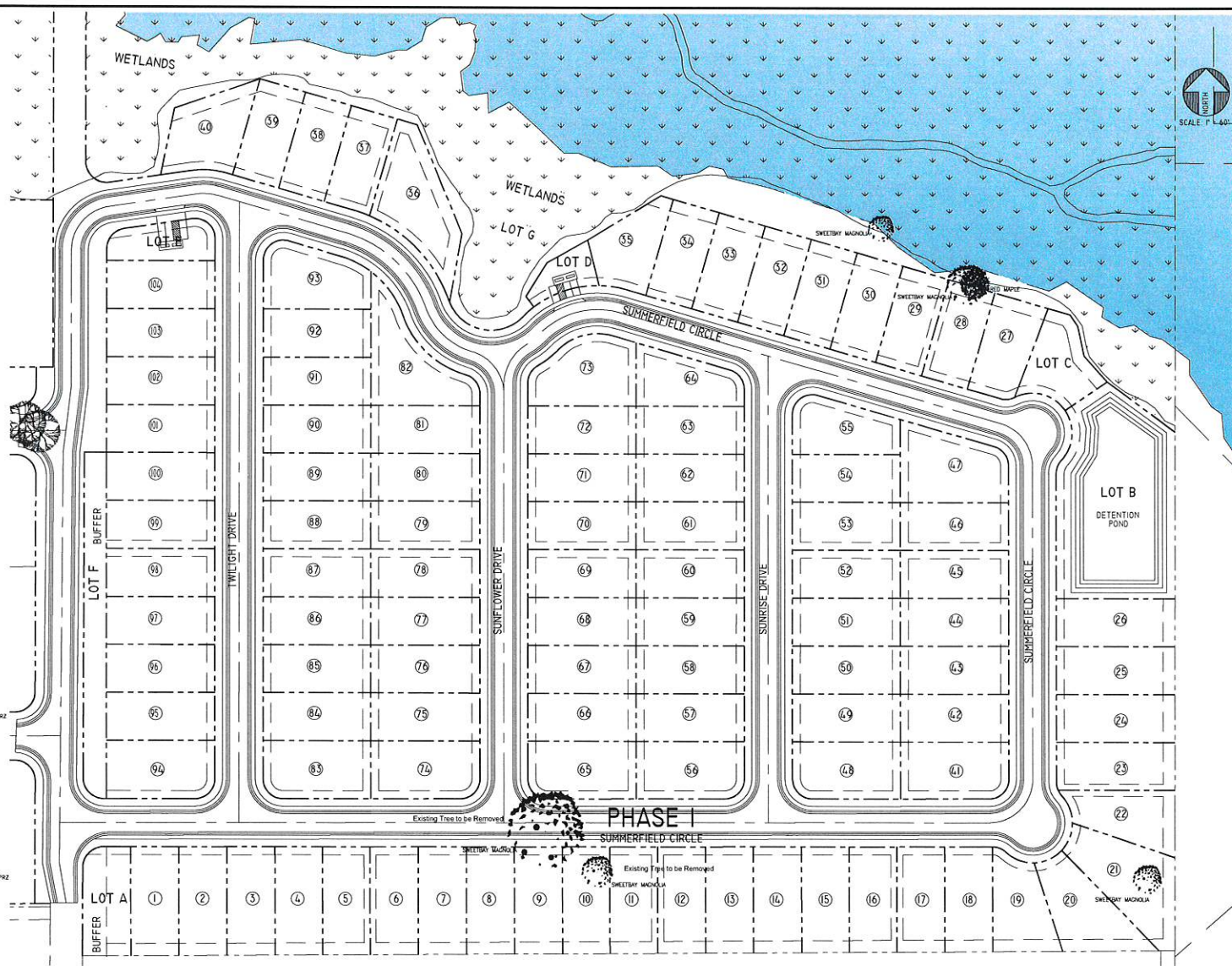
C-6
 DRAWING NUMBER

TREE NOTES:

1. EXCAVATION METHODS AROUND TREES ARE CRITICAL AT THIS SITE.
2. TREE LOCATIONS AND EXTENT OF PRIMARY AND CRITICAL ROOT ZONES ARE SHOWN ON ARCHITECTURAL PLANS. THERE MAY BE MARGINAL VARIATIONS BETWEEN SURVEYED AND ACTUAL TREE POSITIONS RELATING TO FOOTINGS.
3. NO EXCAVATIONS, DISTURBANCE, FILLING OR STORAGE OF MATERIALS IS PERMITTED IN THE CRITICAL ROOT ZONE.
4. EXCAVATION IS ONLY PERMITTED IN THE PRIMARY ROOT ZONE TO THE EXTENT INDICATED HATCHED. IN THIS ZONE ALL ROOTS MAY BE CUT. APPLIES TO ONE TANGENT PER TREE.
5. FOR PIERING IN PRIMARY AND CRITICAL ROOT ZONE OUTSIDE ALLOWABLE EXCAVATION AREA - HAND EXCAVATE AT PIER LOCATIONS TO A DEPTH OF 600mm.
6. - GENERALLY ROOTS LARGER THAN 50mm.
7. DIAMETER ARE NOT TO BE DAMAGED UNLESS APPROVED BY THE ARBORIST.
8. - IF ROOTS LESS THAN 50mm DIAMETER ARE ENCOUNTERED THEY MAY BE CUT.
9. WHERE THE SITUATION IS UNCLEAR THE ARBORIST IS TO ADVISE.
10. WHERE NECESSARY TO AVOID ROOTS, PIERS ARE TO BE RELOCATED AS DIRECTED BY THE ENGINEER.

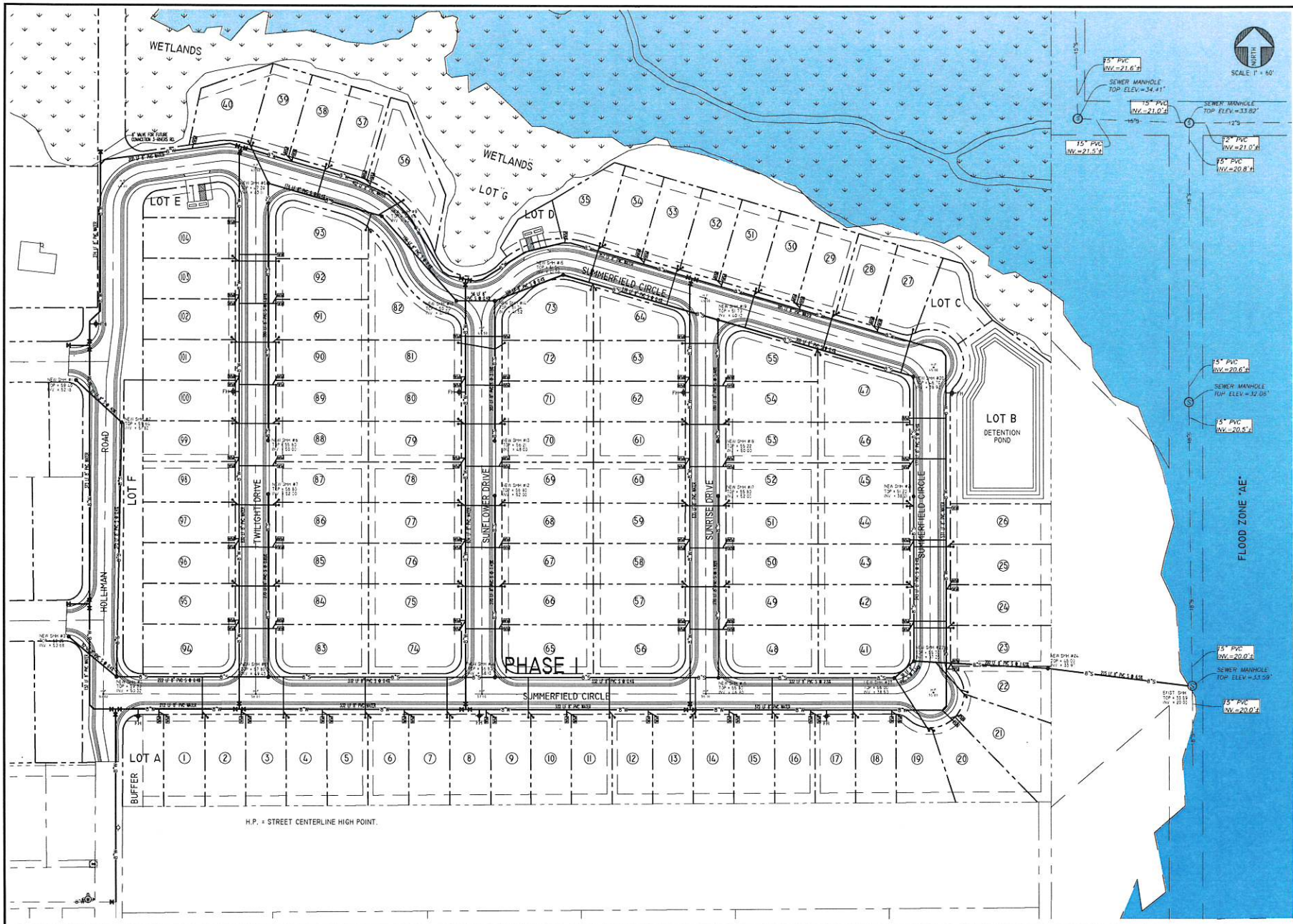


TREE EXCAVATION NEAR RETAINING WALL

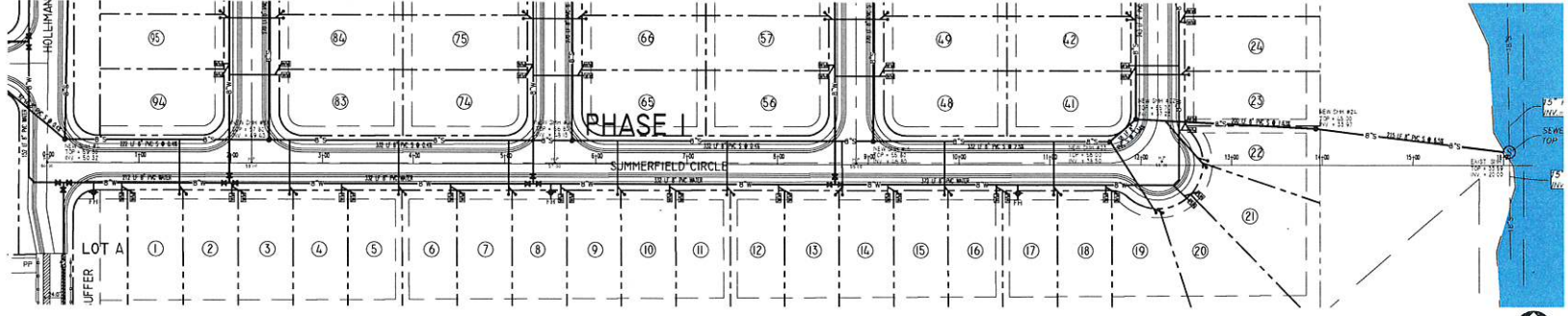


Note: Existing Trees to be Removed Marked

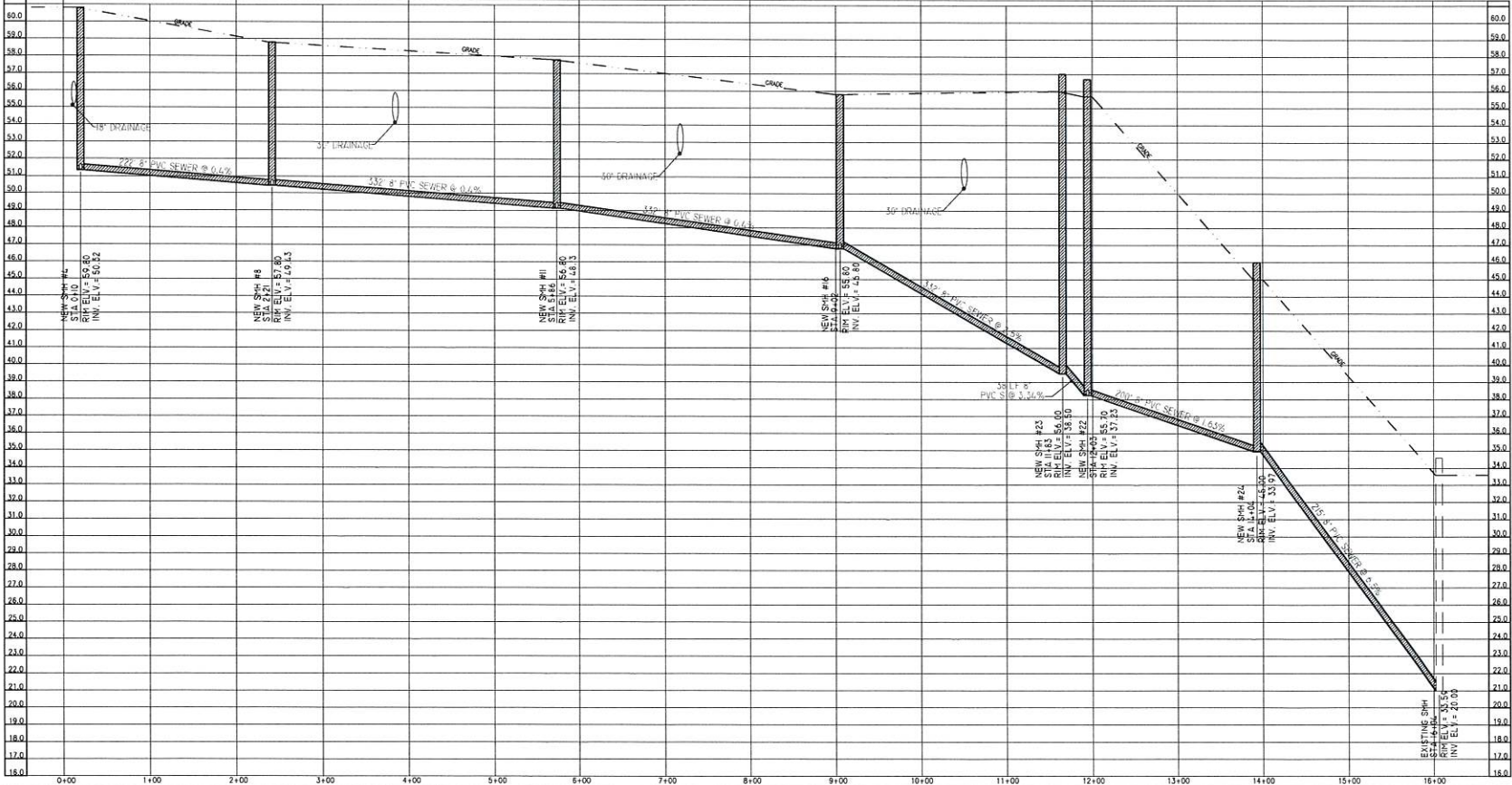
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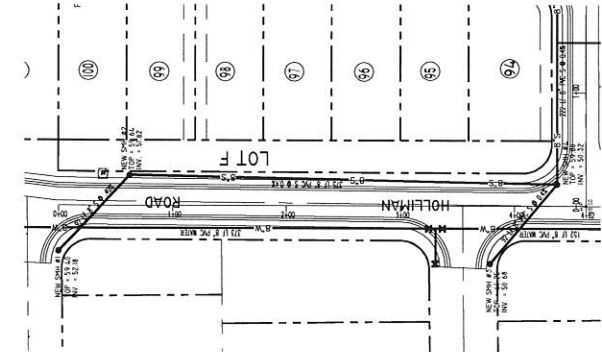
ENGINEERING CELLENCE WITH KRIS RIEMANN & ASSOCIATES		PROJECT: SUMMERFIELD ESTATES SUBDIVISION CIVIL PLANS HOLLIMAN ROAD GULFPORT, MISSISSIPPI 39513 SHEET TITLE: UTILITY SITE PLAN		REVISIONS NO. DATE BY DESCRIPTION 1 08-2023-42 2 08-2023-42 3 08-2023-42 4 08-2023-42 5 08-2023-42 6 08-2023-42 7 08-2023-42 8 08-2023-42 9 08-2023-42 10 08-2023-42 11 08-2023-42 12 08-2023-42 13 08-2023-42 14 08-2023-42 15 08-2023-42 16 08-2023-42 17 08-2023-42 18 08-2023-42 19 08-2023-42 20 08-2023-42 21 08-2023-42 22 08-2023-42 23 08-2023-42 24 08-2023-42 25 08-2023-42 26 08-2023-42 27 08-2023-42 28 08-2023-42 29 08-2023-42 30 08-2023-42 31 08-2023-42 32 08-2023-42 33 08-2023-42 34 08-2023-42 35 08-2023-42 36 08-2023-42 37 08-2023-42 38 08-2023-42 39 08-2023-42 40 08-2023-42 41 08-2023-42 42 08-2023-42 43 08-2023-42 44 08-2023-42 45 08-2023-42 46 08-2023-42 47 08-2023-42 48 08-2023-42 49 08-2023-42 50 08-2023-42 51 08-2023-42 52 08-2023-42 53 08-2023-42 54 08-2023-42 55 08-2023-42 56 08-2023-42 57 08-2023-42 58 08-2023-42 59 08-2023-42 60 08-2023-42 61 08-2023-42 62 08-2023-42 63 08-2023-42 64 08-2023-42 65 08-2023-42 66 08-2023-42 67 08-2023-42 68 08-2023-42 69 08-2023-42 70 08-2023-42 71 08-2023-42 72 08-2023-42 73 08-2023-42 74 08-2023-42 75 08-2023-42 76 08-2023-42 77 08-2023-42 78 08-2023-42 79 08-2023-42 80 08-2023-42 81 08-2023-42 82 08-2023-42 83 08-2023-42 84 08-2023-42 85 08-2023-42 86 08-2023-42 87 08-2023-42 88 08-2023-42 89 08-2023-42 90 08-2023-42 91 08-2023-42 92 08-2023-42 93 08-2023-42 94 08-2023-42 95 08-2023-42 96 08-2023-42 97 08-2023-42 98 08-2023-42 99 08-2023-42 100 08-2023-42		DRAWING NUMBER C-8	
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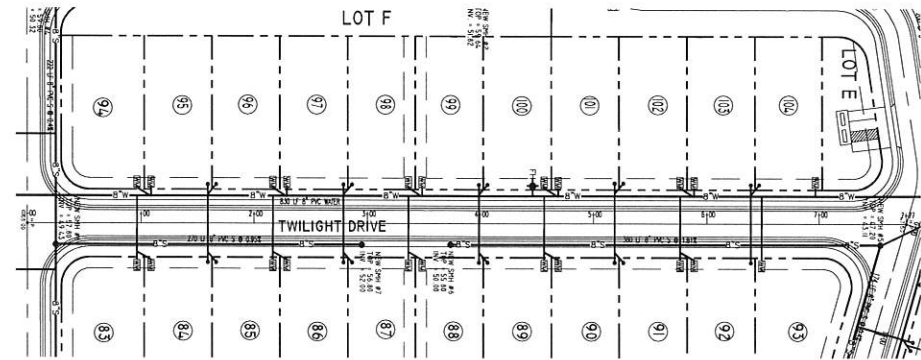
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VERTICAL 1" = 3'



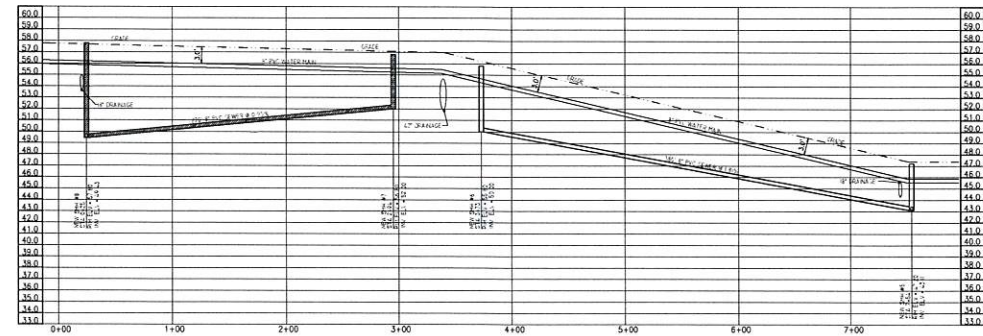
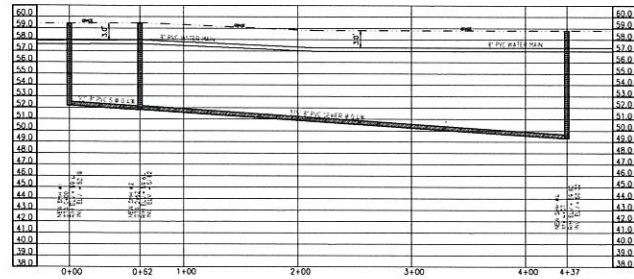
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 HORIZONTAL 1" = 50'
 VERTICAL 1" = 4'




 HORIZONTAL 1" = 50'
 VERTICAL 1" = 4'



Project: SUMMERFIELD ESTATES SUBDIVISION

CIVIL PLANS

HOLLIMAN ROAD

GULFPORT, MISSISSIPPI 39503

Sheet Title: SEWER AND PLAN / PROFILE

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NO.	DESCRIPTION

DRAWING NO.	DATE	BY
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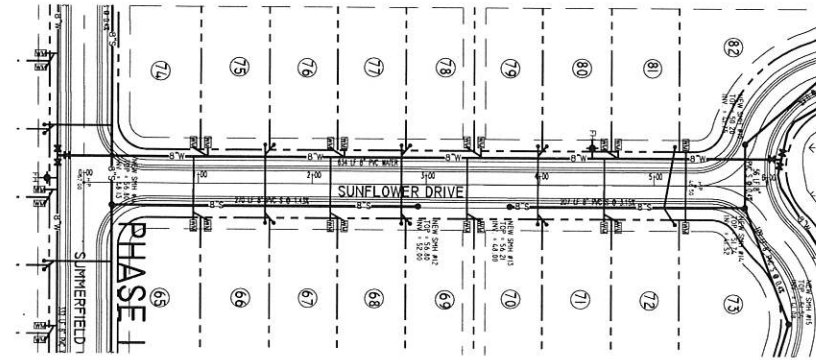


228-518-2380
 krs@engineeringexcellence.com
 3103 Sun Avenue, Suite B
 Gulfport, MS 39501

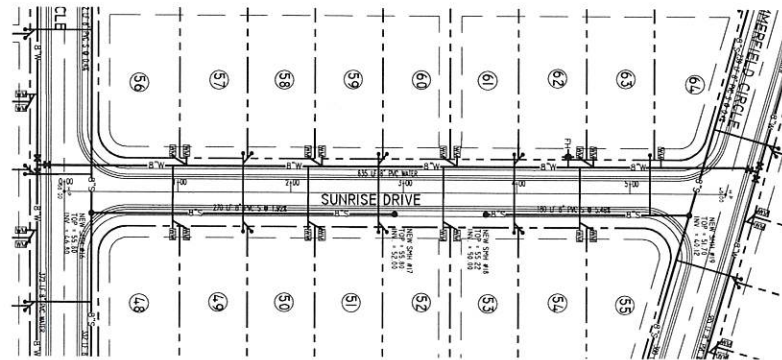


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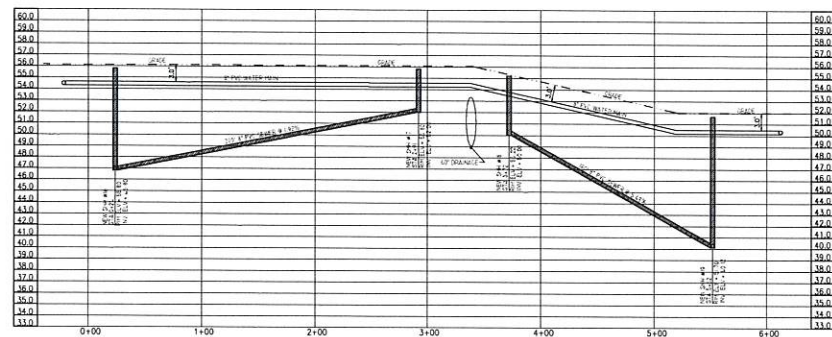
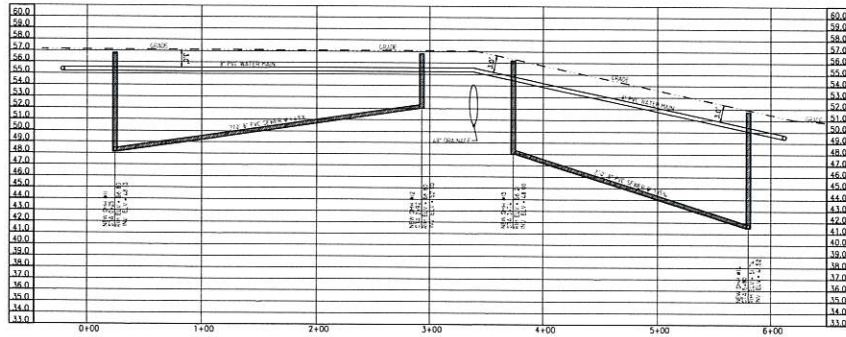
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HORIZONTAL 1" = 50'
VERTICAL 1" = 4'



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CIVIL PLANS

HOLLIMAN ROAD

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Sheet Title: SEWER AND PLAN / PROFILE

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225-515-2260

kr@engineeringcellence.com

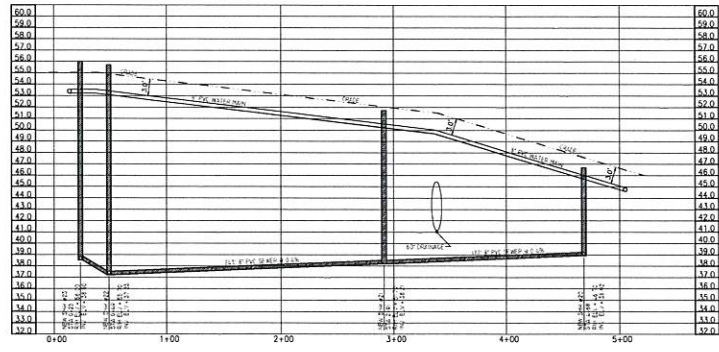
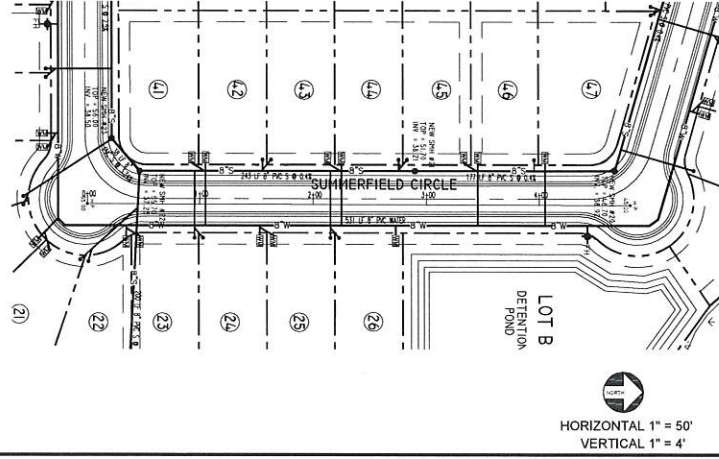
3103 1st Avenue, Suite 101

Gulfport, MS 39501

15965

15965

C-11



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Project: SUMMERFIELD ESTATES SUBDIVISION

CIVIL PLANS

HOLLIMAN ROAD
 GULFPORT, MISSISSIPPI 39503

Sheet Title: SEWER AND PLAN / PROFILE

Project No.: 08-2023-42

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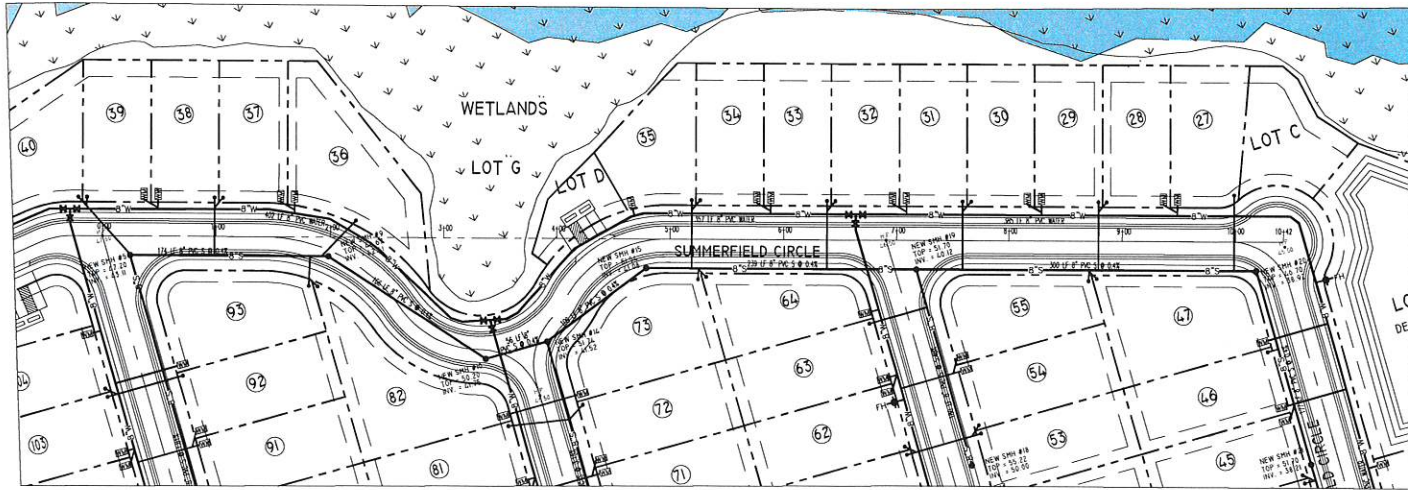
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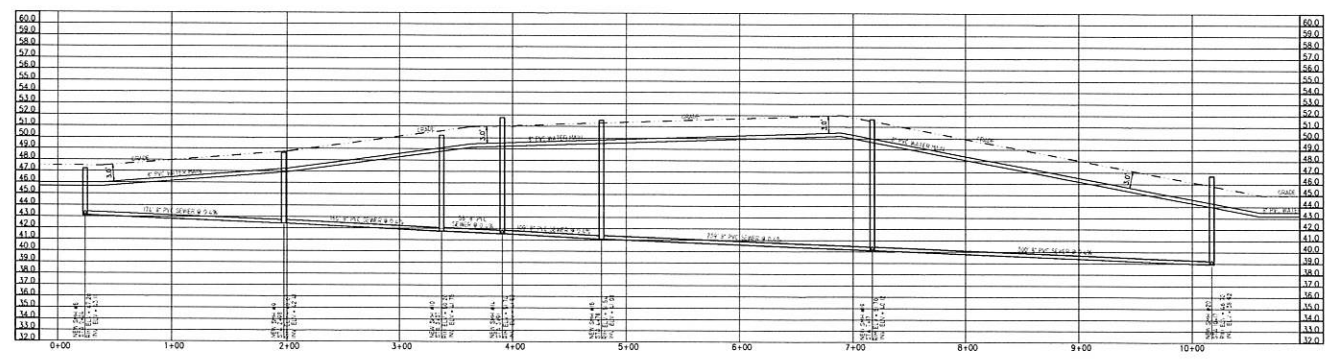
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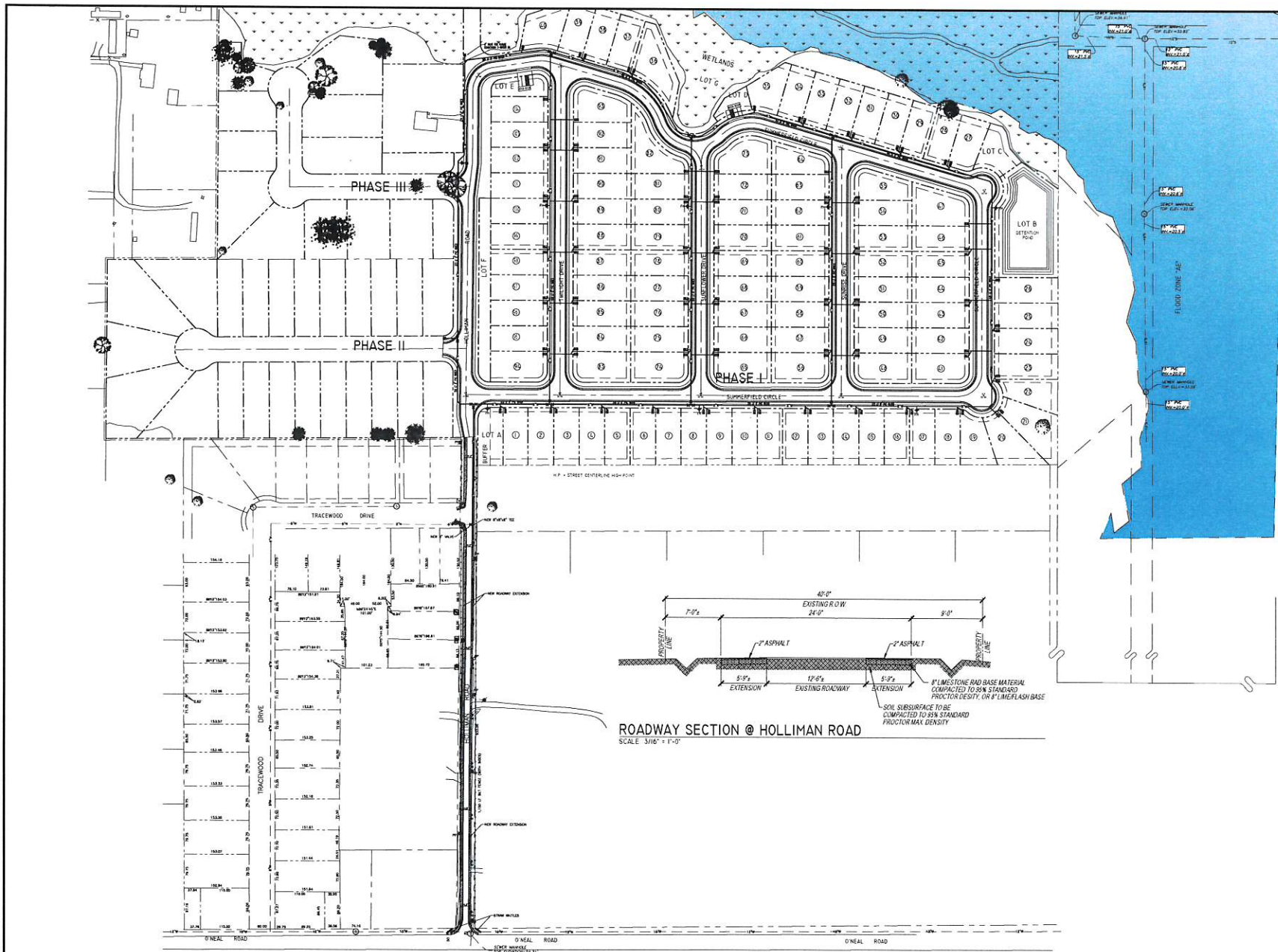
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HORIZONTAL 1" = 50'
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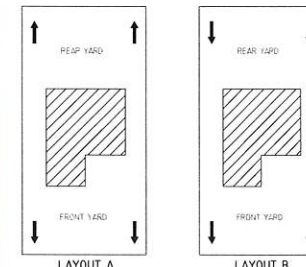
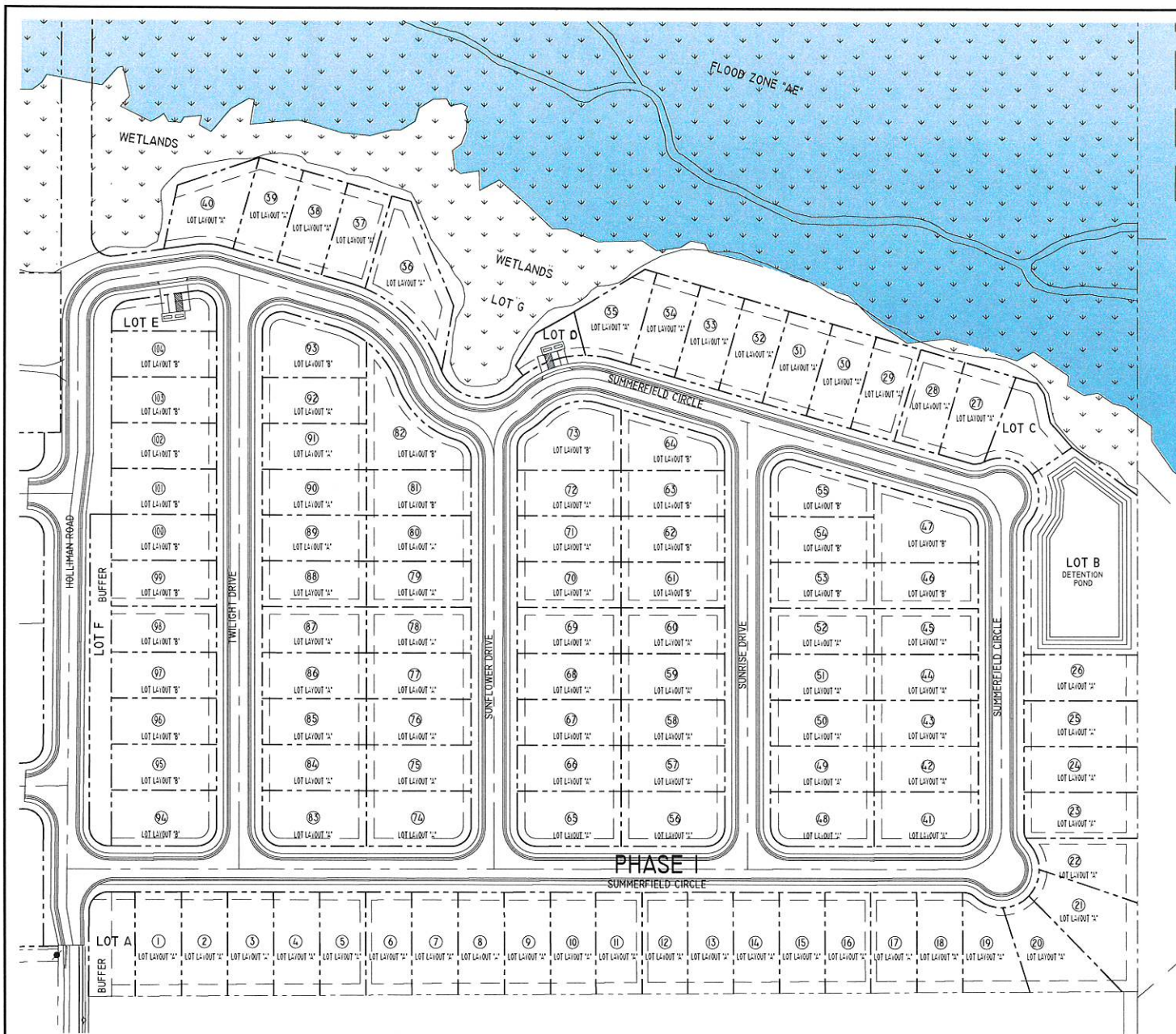


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	225-515-2280 kriel@engineeringalliance.com 3183 3rd Avenue, Suite B Gulfport, MS 39501			

REVISIONS	NO.	DATE	BY	DESCRIPTION

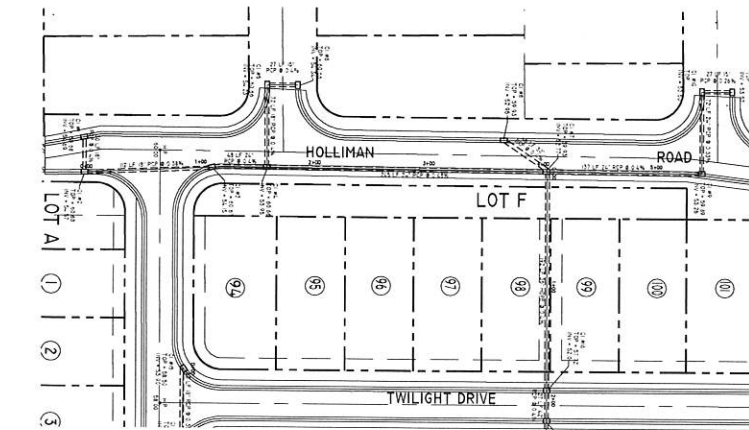
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C-14

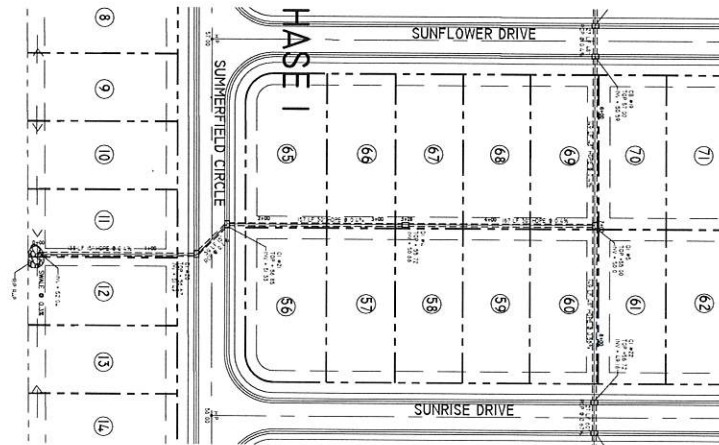


TYPICAL LOT DRAINAGE PLAN

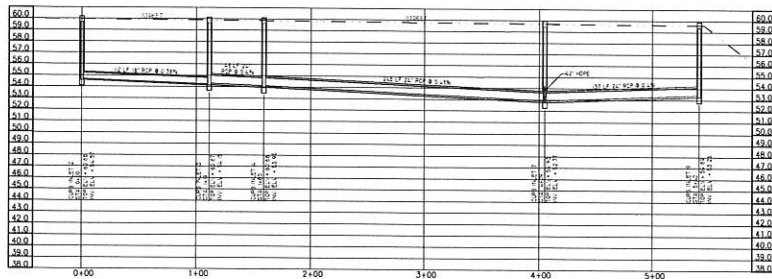
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		228-518-2980 kris@engineeringc.com 3103 3rd Avenue, Suite 110 Gulfport, MS 39501	
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SHEET NO. C-15		SHEET NO. C-15	



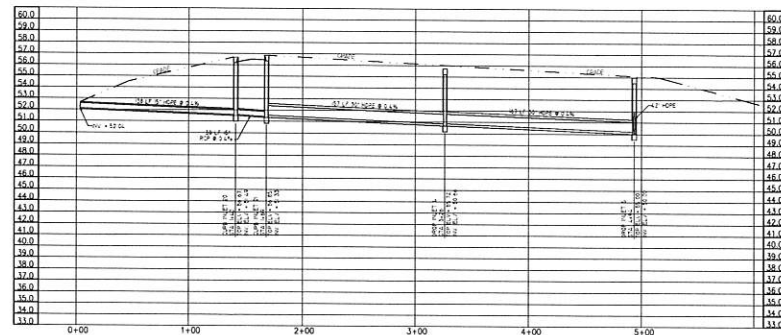
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VERTICAL 1" = 4'



HORIZONTAL 1" = 50'
VERTICAL 1" = 4'



NOTE
CURB INLET TOPS SHALL BE VERIFIED AFTER FINAL GRADE IS ESTABLISHED



NOTE
CURB INLET TOPS SHALL BE VERIFIED AFTER FINAL GRADE IS ESTABLISHED

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Project: SUMMERFIELD ESTATES SUBDIVISION

CIVIL PLANS

HOLLIMAN ROAD

GULFPORT, MISSISSIPPI 39503

Sheet Title: DRAINAGE PLAN / PROFILE

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DATE:			

225-515-2250

Kris@engineeringcellence.com

3103 1st Avenue, Suite 10

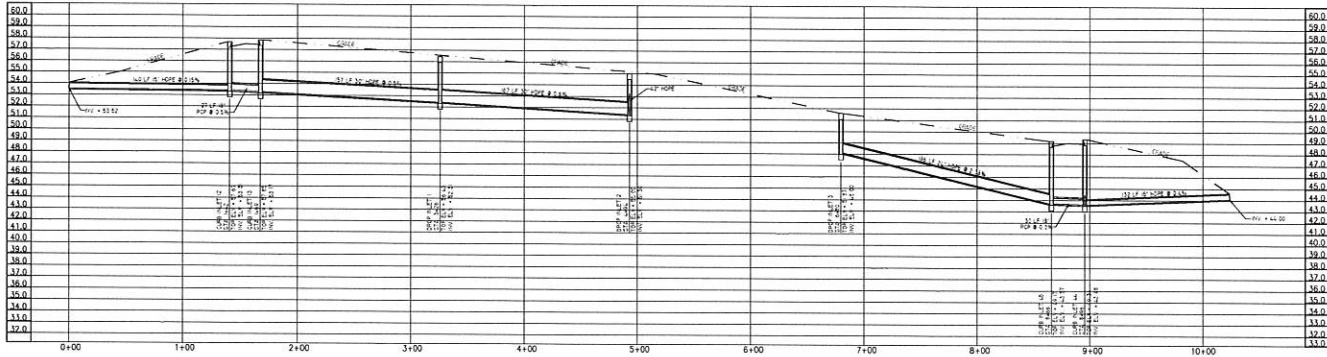
Gulfport, MS 39501

REGISTERED PROFESSIONAL ENGINEER

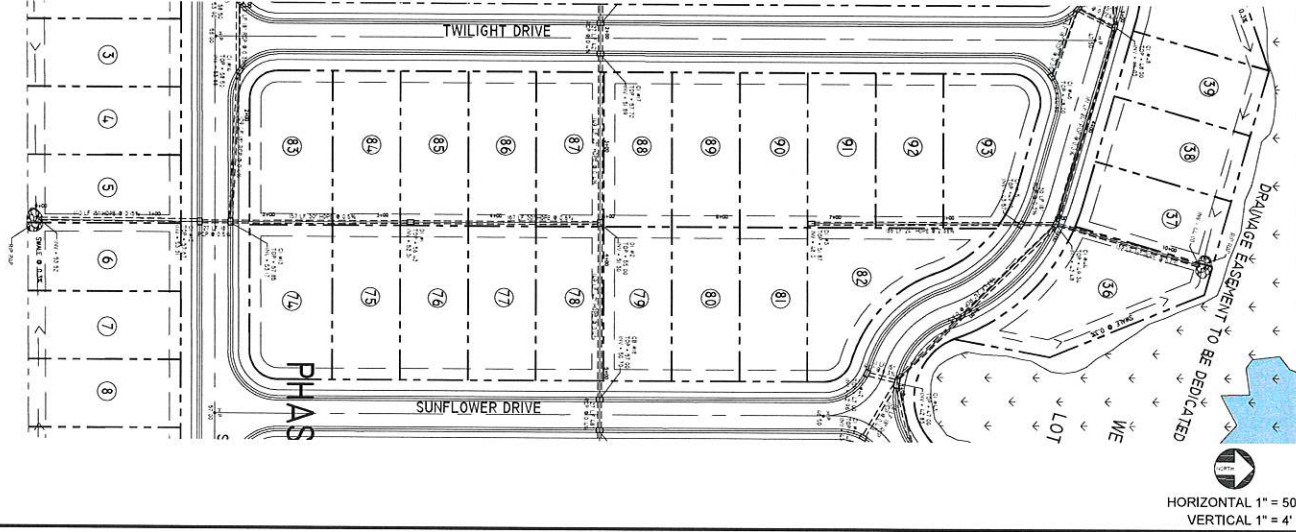
STATE OF MISSISSIPPI

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NOTE
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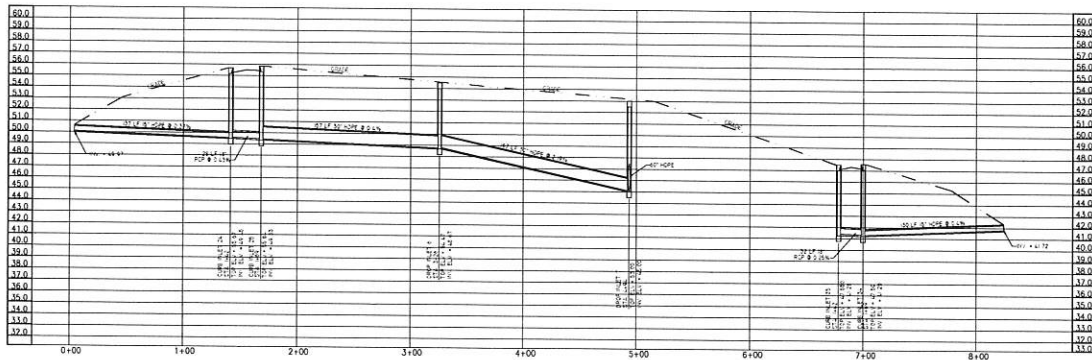
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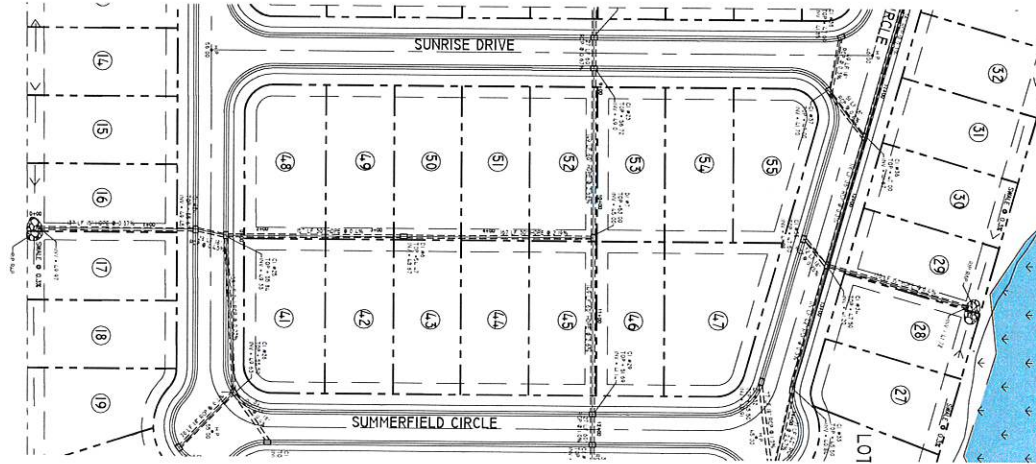
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CIVIL PLANS
HOLLIMAN ROAD
GULFPORT, MISSISSIPPI 39503
Sheet Title: DRAINAGE PLAN / PROFILE

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DRAWING NO. **C-18**



NOTE
CURB INLET TOPS SHALL BE VERIFIED AFTER FINAL GRADE IS ESTABLISHED.



HORIZONTAL 1" = 50'
VERTICAL 1" = 4'

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WITH KRIS RIEMANN & ASSOCIATES

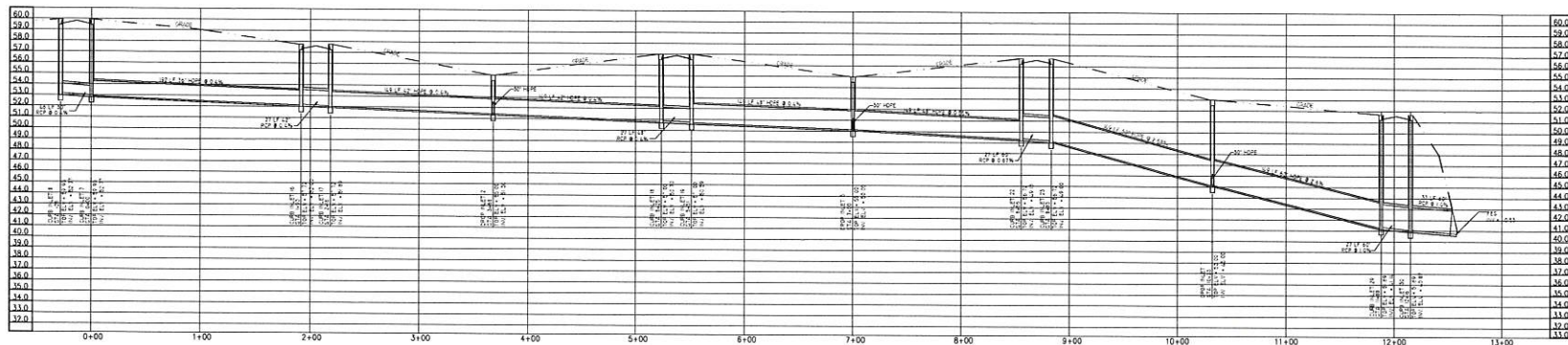
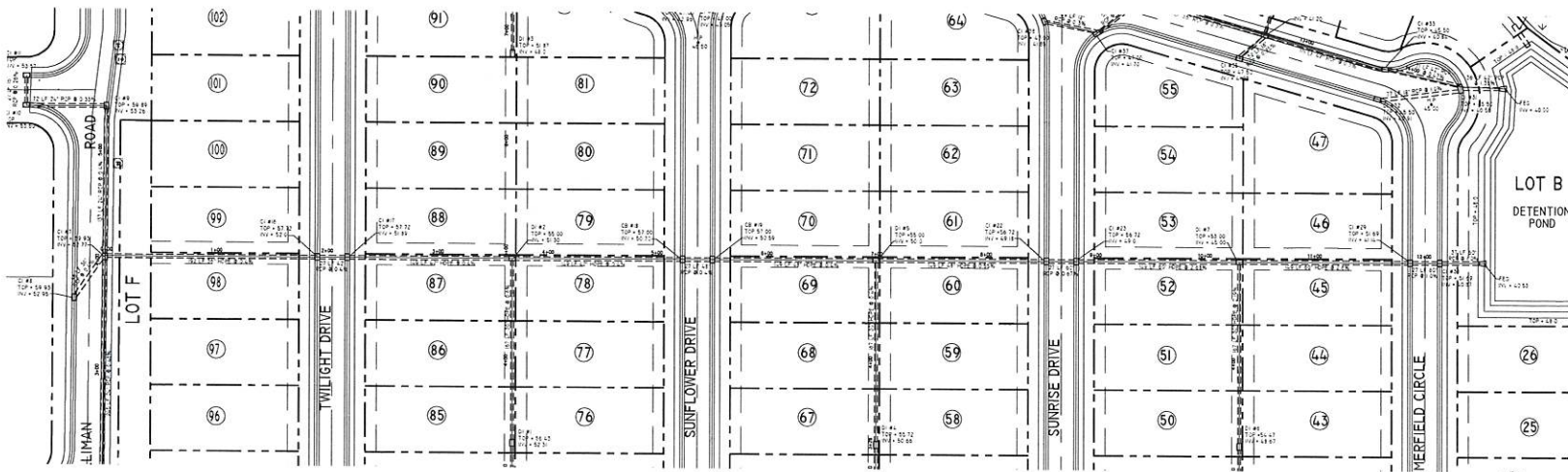
Project: SUMMERFIELD ESTATES SUBDIVISION
CIVIL PLANS
HOLLIMAN ROAD
GULFPORT, MISSISSIPPI 39503
Sheet Title: DRAINAGE PLAN / PROFILE

PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
15565

228-518-2800
kris@engineeringcilence.com
3102 3rd Avenue, Suite B
Gulfport, MS 39501

DRAWING INFO.		REVISIONS	
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DB-2023-42			
FILE NAME:			
DRAWN BY:	DRB		
CHECKED BY:	RAR		
DATE:			

DRAWING NUMBER: **C-19**



NOTE
CURB INLET TOPS SHALL BE VERIFIED AFTER FINAL GRADE IS ESTABLISHED

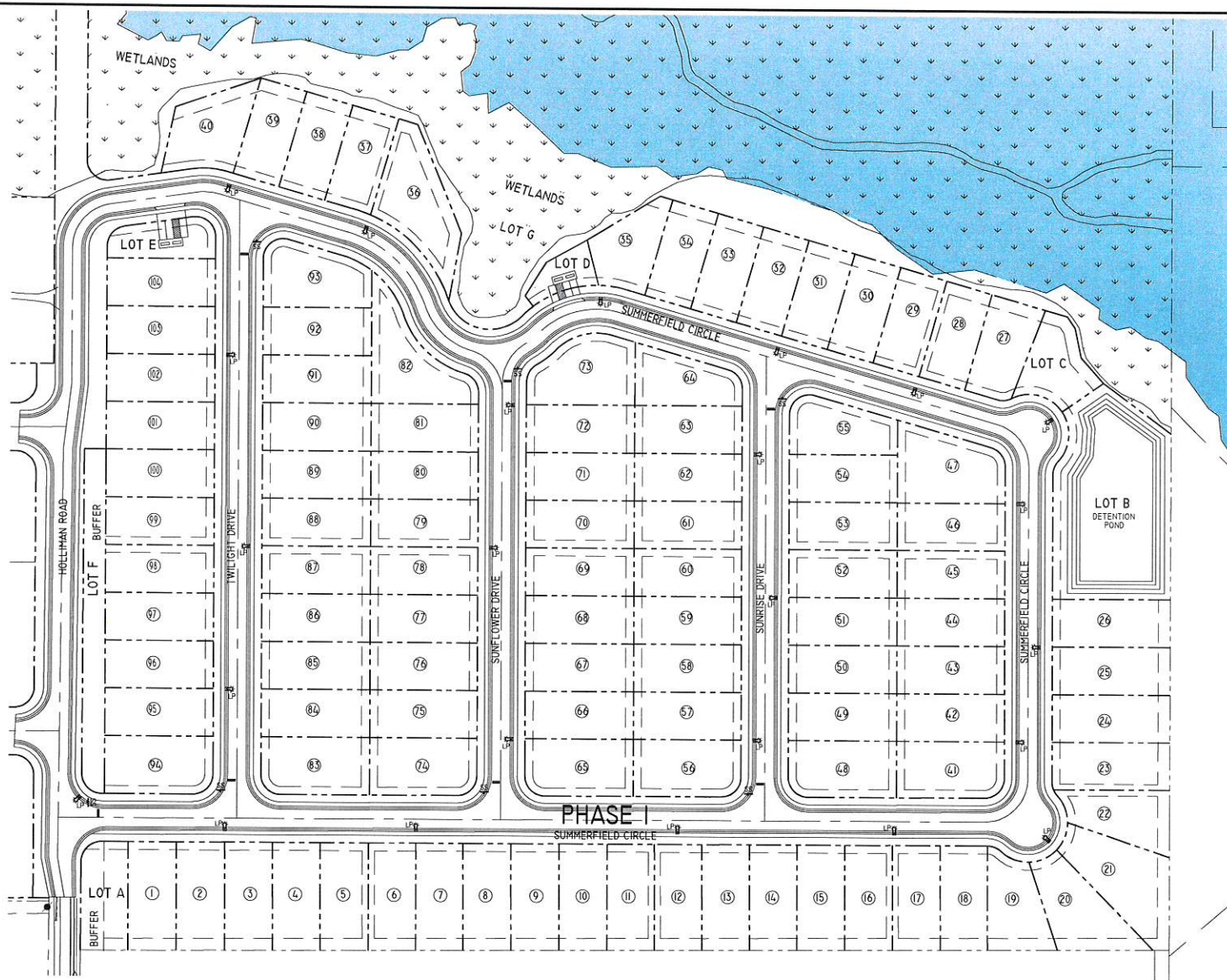
ENGINEERING CELLIGENCE
WITH KRIS RIEMANN & ASSOCIATES

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kriem@engineeringcelligence.com
3103 1st Avenue, Suite 10
Gulfport, MS 39501

Project: SUMMERFIELD ESTATES SUBDIVISION
CIVIL PLANS
HOLLIMAN ROAD
GULFPORT, MISSISSIPPI 39503
Sheet Title: DRAINAGE PLAN / PROFILE

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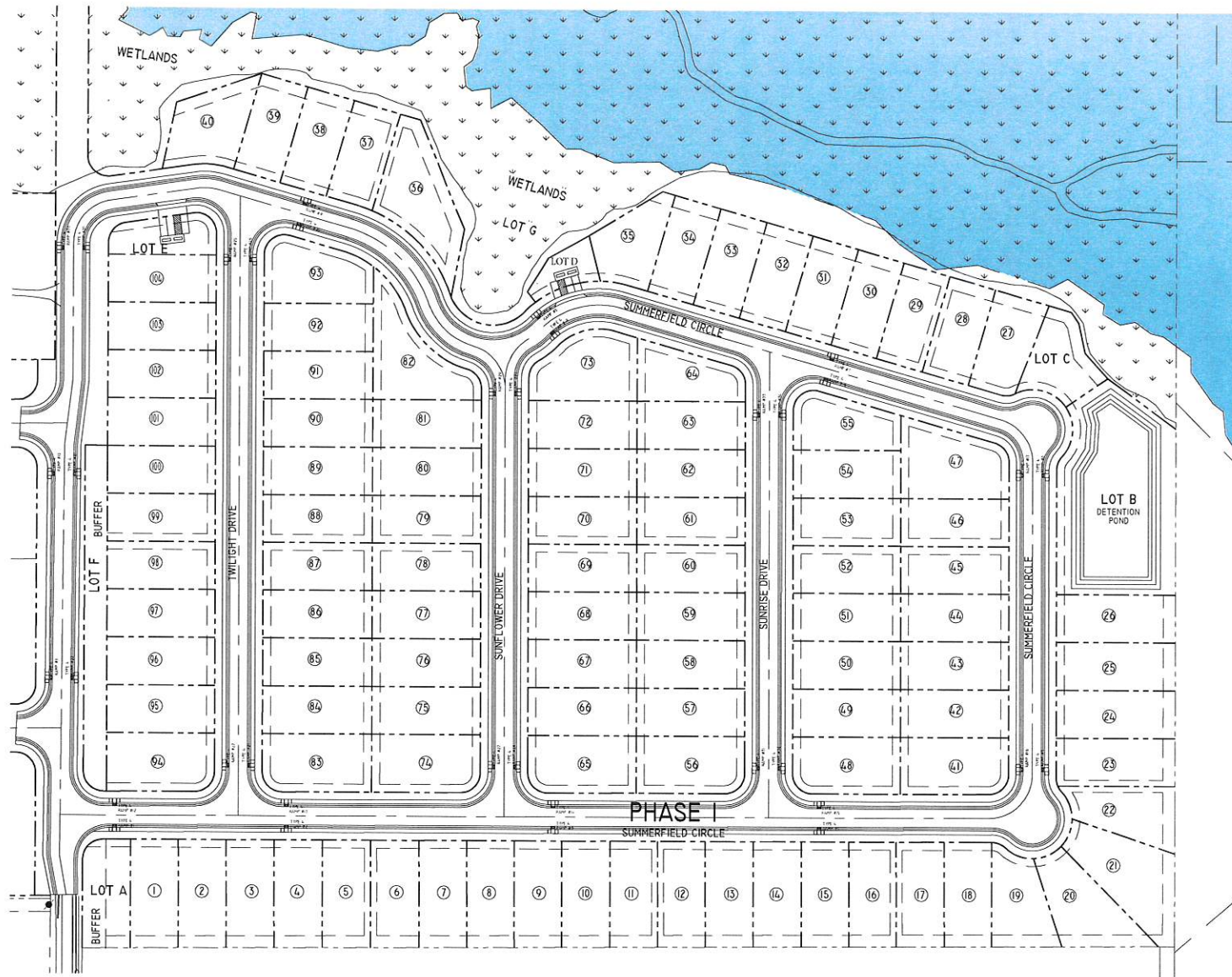


STREET LIGHT NOTE:
STREET LIGHTING PROVIDED BY COAST ELECTRIC POWER ASSOCIATION ON SEPTEMBER 29, 2023
AND IS CONCEPTUAL ONLY WHICH IS SUBJECT TO CHANGE DURING INSTALLATION.

- LEGEND
- SS STOP SIGN
 - SS STOP BAR
 - SLP STREET LIGHT POLE



	ENGINEERING C E L L E N C I E WITH KRIS RIEMANN & ASSOCIATES		Project: SUMMERFIELD ESTATES SUBDIVISION CIVIL PLANS HOLLIMAN ROAD GULFPORT, MISSISSIPPI 39503 Sheet Title: STREET LIGHTING AND TRAFFIC SIGNAL PLAN		DRAWING NO.: C-22 REVISIONS:
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 ENGINEERING EILENCIE WITH KRIS RIEMANN & ASSOCIATES	Project: SUMMERFIELD ESTATES SUBDIVISION CIVIL PLANS HOLLIMAN ROAD GULFPORT, MISSISSIPPI 39513 Sheet Title: SITE ADA PLAN		DRAWING NUMBER: C-23	
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	DRAWN BY: DDB CHECKED BY:		DATE:	
	DATE:		DATE:	



228-518-2990
 krd@engineeringeilencie.com
 3153 5th Avenue, Suite B
 Gulfport, MS 39501

STORM WATER POLLUTION PREVENTION PLAN

MAINTENANCE PLAN:

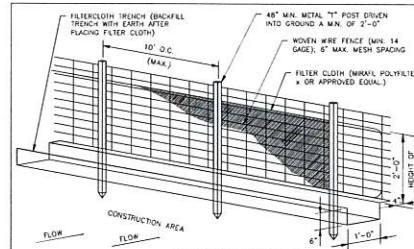
- Vegetative buffer zones shall be maintained between land disturbing activities and perennial water bodies or planted vegetative areas. Buffer zones shall provide a minimum 150 ft buffer and shall be no less than 15 feet in width.
- Vegetative controls shall be initiated later than the next work day following any clearing, grading, excavating land disturbing activities which have temporarily or permanently ceased on any portion of the site and not resume for a period of fourteen (14) days or more. Vegetative controls shall consist of Bermuda grass or other suitable ground cover grasses which will blend with the native vegetation and provide the desired stabilization and erosion protection. Solid sod may be used in areas prone to erosion due to isolated concentrations of surface drainage.
- Structural controls shall consist of silt fencing, straw bales, rip-rap and/or erosion matting some combination thereof at an points of discharge into existing drainage systems. The controls are to be left in place and maintained for the duration of the project Upon satisfactory stabilization of site structural controls shall be removed along with any and all silt build-up. Structural controls are to eliminate tracking of sediment in order to prevent any damage to the downstream tributaries or water ways and/or associated wetland areas. Best management practices (BMPs) will be utilized throughout the duration of the construction of the project. Stone-stabilized construction entrances (6" thick and 50' long) will be used to prevent sediment from being tracked onto public roads with tires being washed on an as-needed basis.
- Check all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from basin area(s). Inlet protection devices and silt fences when accumulated sediment has reached 50 percent capacity. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover, re-grass, fertilize, and much as needed.
- Topsoil shall be stockpiled and reapplied to disturbed areas at a depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes with an admixture of commercial grade 13-13-13 fertilizer.
- Heavy equipment use shall be avoided in re-grassed areas. If compaction cannot be avoided, the top 4 inches of the soil bed shall be tilled/scarified before re-vegetation. Any necessary fertilizer or other soil amendments shall be added during the tilling process.
- Steep slopes that cannot be avoided shall have silt fences for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions) with the exception of those areas incorporating sediment basins with a calculated volume of run-off from a 2-yr, 24-hr storm of 3,600 cubic feet of storage per acre drained as per the Erosion Control & Drainage Plan. Silt fencing shall be installed at the downstream boundaries of the proposed project to protect areas that are to remain undisturbed.
- Storm drain inlets that could potentially receive storm water from construction activities shall be protected by surrounding with silt fence until final stabilization has been achieved. Additionally, the lower orifice in the outfall structure shall be temporarily plugged until the completion of the construction of the project.

SEQUENCE OF CONSTRUCTION ACTIVITIES:

- Construct construction entrance/exits(s).
- Construct sedimentation/detention basin(s) with appropriate grading and/or rip-rap.
- Rough grade site, construct diversions and drainage ways, stockpile topsoil and install silt fence around stockpile, install utilities, culverts and inlets with associated silt fencing.
- Install vegetative controls.
- Construct roadways, lives, parking and buildings.
- perform final grading, grass ng and landscaping operations.
- After site is stabilized, remove all temporary measures and any excess sedimentation from basins.

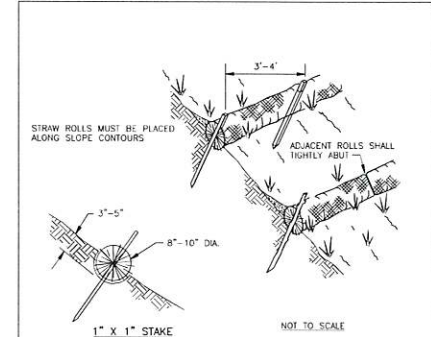
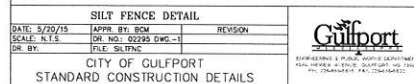
HOUSEKEEPING PRACTICES: All equipment maintenance and repair shall be done off-site. The site is to be cleaned of trash and construction debris on a weekly basis so as to prevent the spreading of such onto adjacent properties, paints, solvents fertilizers, and any other potentially toxic materials shall not be stored on site. Portable sanitary facilities will be provided for construction workers. A designated pit area is required near construction entrance(s) for concrete truck wash-out. Site shall be inspected weekly for spills and leaks. Any spills or leaks detected will be immediately cleaned with a dry absorbent material and absorbent oil socks shall be placed around any adjacent drainage inlets. Upon completion of construction, excessive sedimentation and/or pollutants shall be removed from sedimentation basin. Emergency spill kit and telephone shall be available for use for site. Any spills danger of migrating off-site shall be immediately reported to the National Response Center at (800) 424-8802.

POST CONSTRUCTION STORM WATER MANAGEMENT MEASURES: The individual lot/site protection plan consists of the installation of sedimentation/detention basin(s), silt fencing, hay bales and/or other erosion/siltation control measures in a continuous band across the downhill side of all disturbed areas including areas adjacent to streets. Under no circumstances will silt laden run-off be allowed to escape the site. Additionally, these requirements are to be an integral part of any sales contracts and recorded covenants for the development. Sedimentation/detention basin(s) are to be thoroughly cleaned of excess sediment after construction. Grassing and/or rip-rap will be placed at concentrated storm water discharge points to prevent erosion from high run-off velocities.

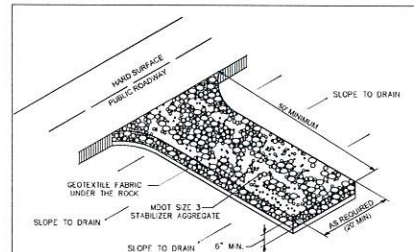
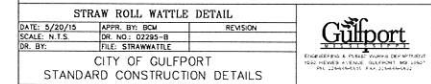


- INSTALLATION:**
- USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
 - INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
 - INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 8-FOOT CENTERS OR USES.
 - EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
 - STAPLE OR TIE SALT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
 - BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
 - ALLOW 6-INCH OVERLAP AT JOINTS.
 - MAINTAIN BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

- MAINTENANCE:**
- REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
 - INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
 - REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
 - IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

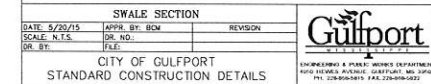
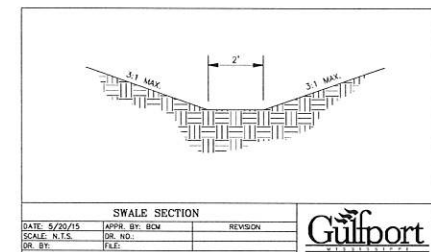
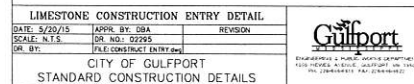


- NOTE:**
- STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3'-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.



NOTES:

- THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
- THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
- THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
- MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.



PROJECT NO.: 08-2023-42		DATE: 08-2023-42		DESCRIPTION:	
FILE NAME:	DRN	NO.	BY	NO.	BY
DRAWN BY:	CHKD	NO.	BY	NO.	BY
CHECKED BY:	NO.	NO.	BY	NO.	BY
DATE:	NO.	NO.	BY	NO.	BY

Project: SUMMERFIELD DETAIL SUBMISSION

CIVIL PLANS

HOLLIMAN ROAD

GULFPORT, MISSISSIPPI 39503

Sheet Title: SWPPP DETAILS

228-518-2980

rob@krisriemann.com

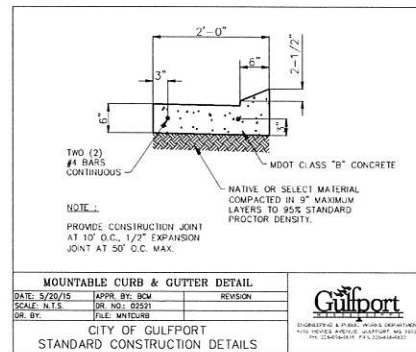
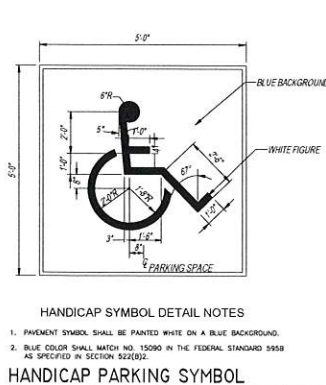
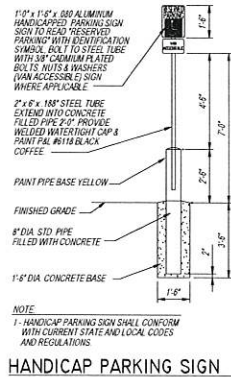
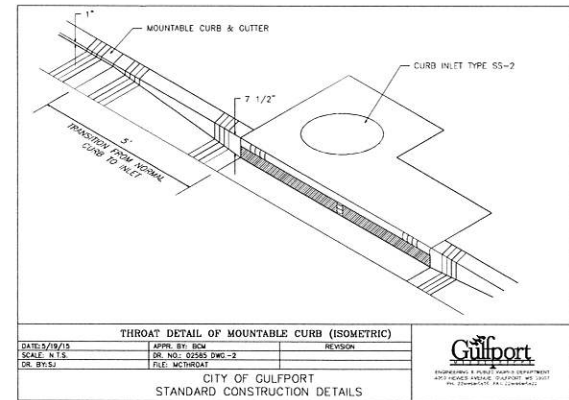
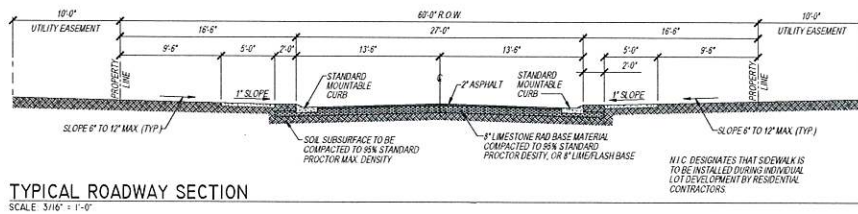
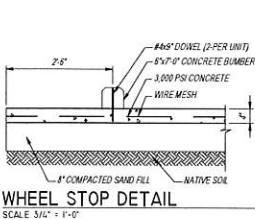
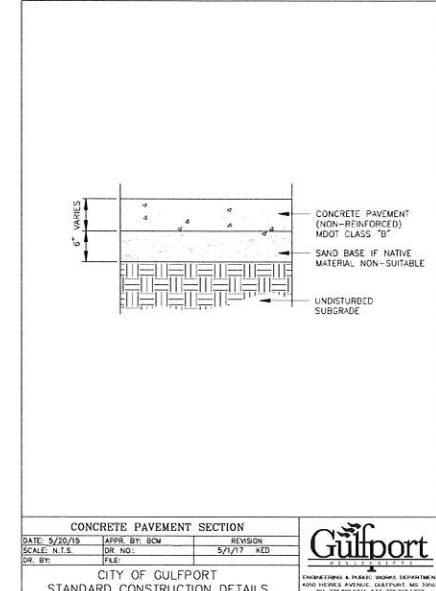
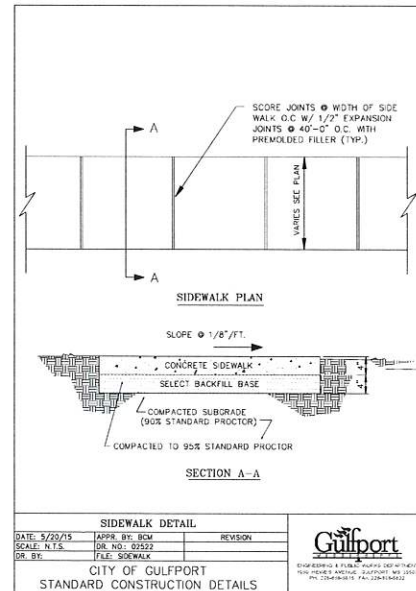
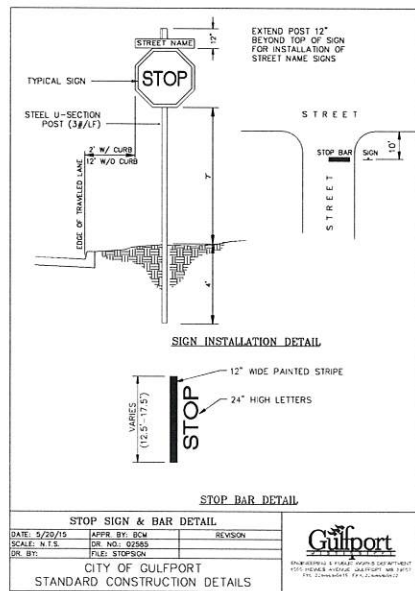
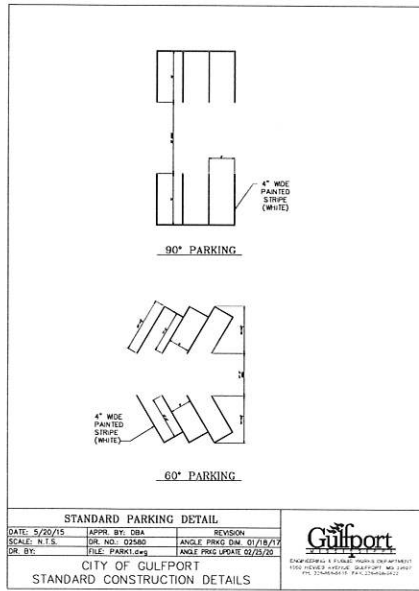
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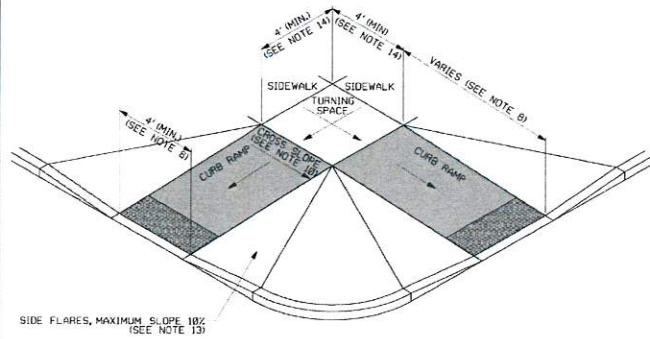
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ENGINEERING

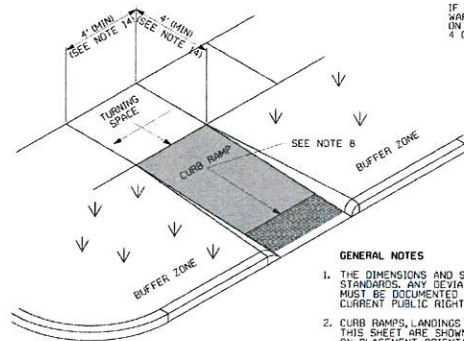
ELLEN CIB

WITH KRIS RIEMANN & ASSOCIATES



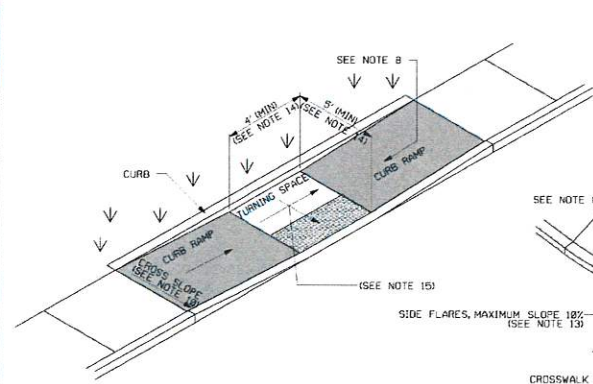


TYPE 1 - PERPENDICULAR CURB RAMP

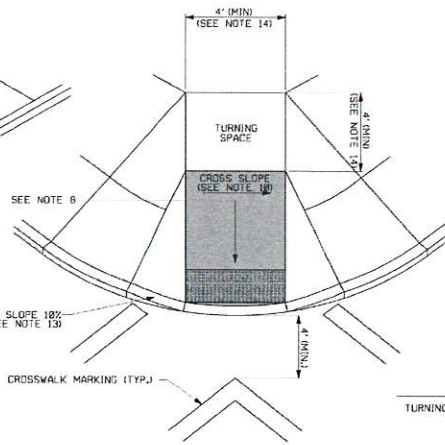


TYPE 2 - PERPENDICULAR RETURNED CURB RAMP

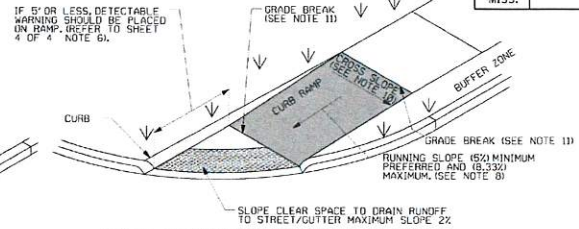
SIDES OF CURB RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.



TYPE 4 - PARALLEL CURB RAMP
THE CURB BEHIND THE TURNING SPACE AND RAMPS IS NOT REQUIRED, BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.



TYPE 5 - DIAGONAL CURB RAMP
DIAGONAL CURB RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.



TYPE 3 - ALTERNATE PERPENDICULAR RETURNED CURB RAMP

GENERAL NOTES

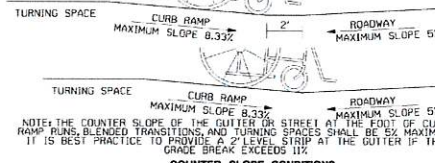
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMPS, LANDINGS AND BLENDED TRANSITIONS MAY REQUIRE THE USE OF DETECTABLE WARNINGS. DETECTABLE WARNINGS ON THIS SHEET ARE SHOWN FOR ILLUSTRATION ONLY. REFER TO THE DETECTABLE WARNING DETAILS ON SHEET 4 OF 4 FOR DETAILS ON PLACEMENT, ORIENTATION & DIMENSIONS.
3. THE LOCATION, ORIENTATION, AND TYPE OF CURB RAMPS SHALL BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMPS MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMPS ARE MET.
5. CURB RAMPS SHALL BE PAID FOR AS SIDEWALK.
6. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
7. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

CURB RAMP NOTES:

8. THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE THE WIDTH OF THE SIDEWALK OR 4' MINIMUM. THE RUNNING SLOPE OF A CURB RAMP SHALL BE 5% MINIMUM, AND 8.33% MAXIMUM (74.2% MAXIMUM). THE RUNNING SLOPE OF BLENDED TRANSITIONS SHALL BE 5% MAXIMUM.
9. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 8.33%, THE CURB RAMP LENGTH IS THE LENGTH NECESSARY TO MEET THE EXISTING SIDEWALK. IT IS NOT NECESSARY THAT THE RAMP EXCEED 15'.
10. THE CROSS SLOPE OF CURB RAMPS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (0.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE IS PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
11. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
12. RAMP TRANSITIONS BETWEEN WALKS, TURNING SPACES, LANDINGS, CUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT VERTICAL CHANGES.
13. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE SLOPED 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE.

TURNING SPACE NOTES:

14. A TURNING SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED AT THE TOP OF PERPENDICULAR RAMPS AND AT THE BOTTOM OF PARALLEL RAMPS. TURNING SPACES ARE ALLOWED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. IF THE TURNING SPACE IS CONSTRAINED BY A CURB, WALL, OR OTHER OBSTRUCTION, THE TURNING SPACE SHALL BE 4' MINIMUM BY 5' MINIMUM, WITH THE 5' DIMENSION PROVIDED IN THE DIRECTION OF TRAVEL TOWARD THE OBSTRUCTION.
15. THE RUNNING SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (0.5% PREFERRED). THE CROSS SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (0.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL, AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
16. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
17. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2" LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%.



COUNTER SLOPE CONDITIONS

STATE	PROJECT NO.
MISS.	

REVISIONS	NO.	DATE	BY	DESCRIPTION

DRAWING INFO	PROJECT NO.	FILE NAME	DRAWN BY	CHECKED BY	DATE
	08-2023-42		DRB	RKR	

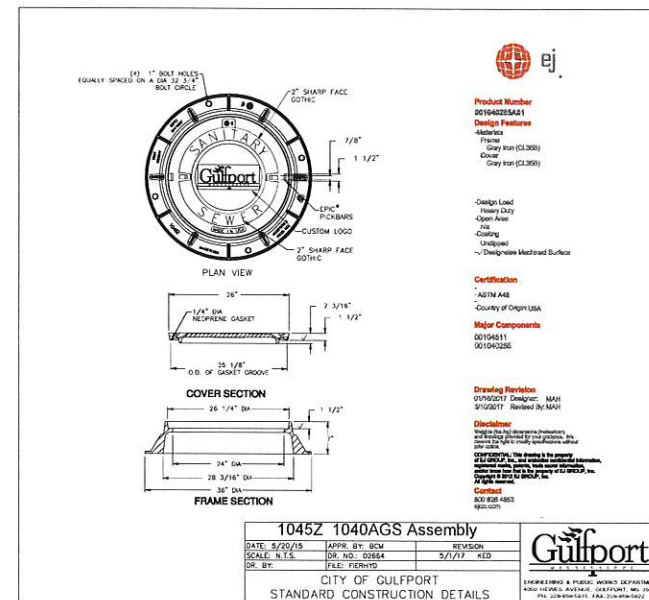
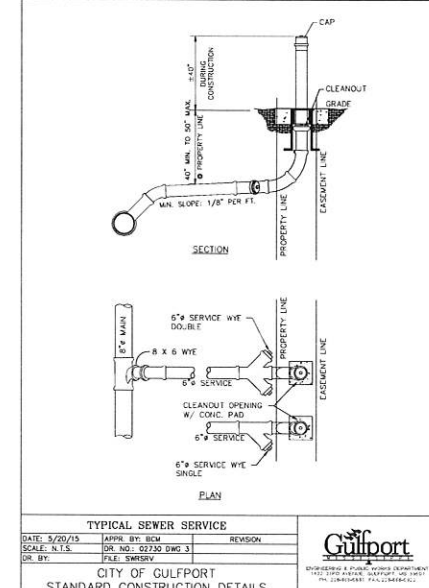
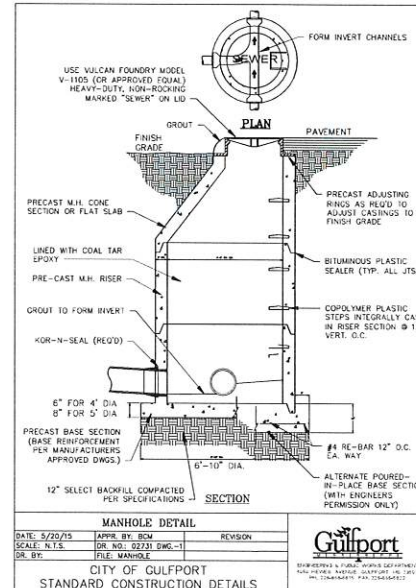
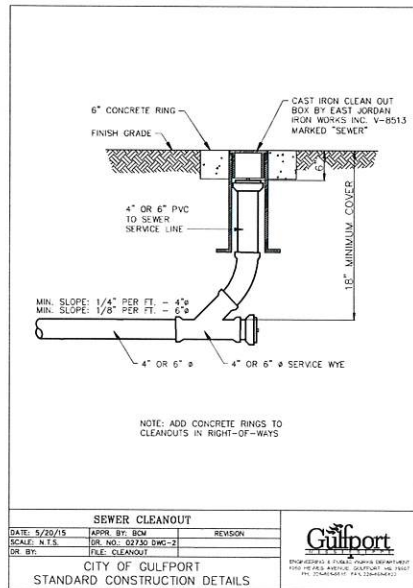
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CIVIL PLANS
HOLLISMAN ROAD
GULFPORT, MISSISSIPPI 39503
Sheet Title: SITE DETAILS

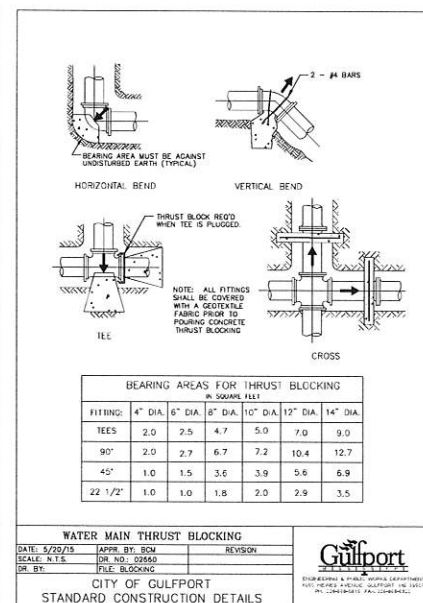
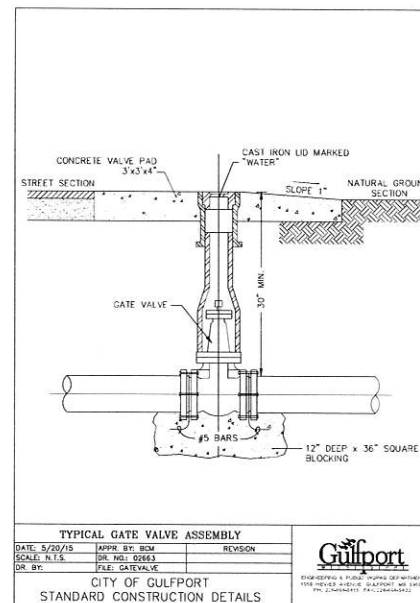
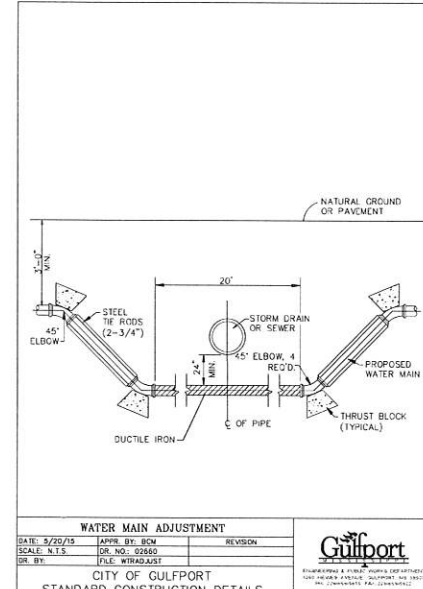
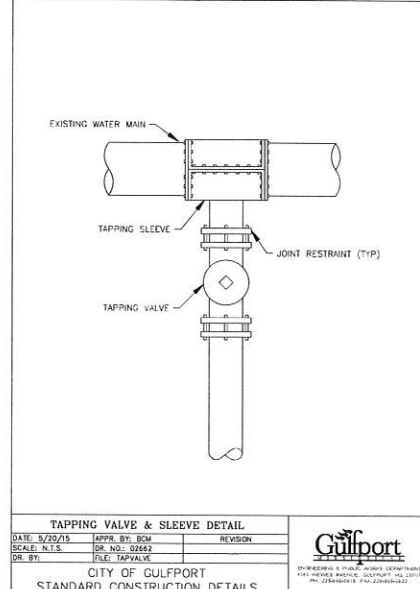
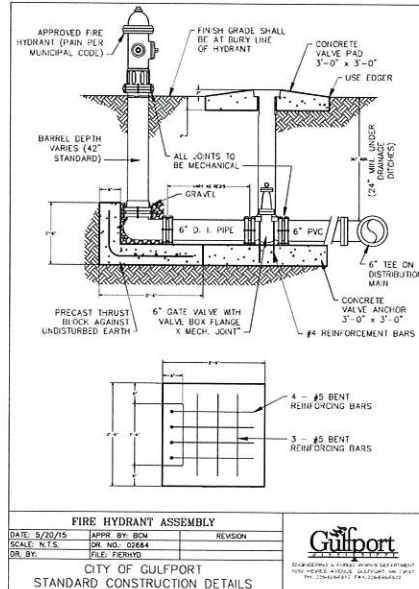
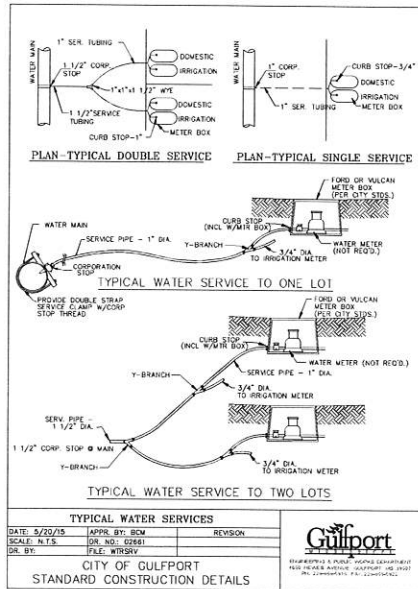


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**ENGINEERING
CELLENCE
WITH KRIS RIEMANN & ASSOCIATES**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
CURB RAMPS	
RAMP DESIGN ELEMENTS	
SHEET 1 OF 4	
FILENAME: SDCCR.DGN	WORKING NUMBER: SDCCR-1
DESIGN TEAM	CHECKED
	DATE: 12/6/23





REVISIONS			
NO.	DATE	BY	DESCRIPTION

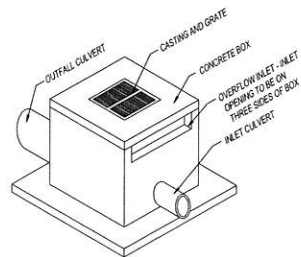
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Project: SUMMERFIELD ESTATES SUBDIVISION
CIVIL PLANS
HOLLIMAN ROAD
GULFPORT, MISSISSIPPI 39503
Sheet Title: WATER DETAILS

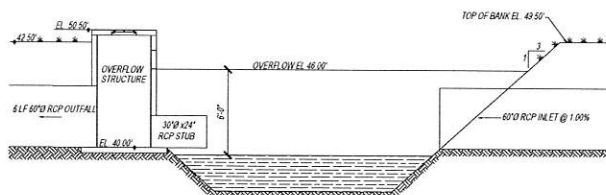
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228-518-2981
3103 5th Avenue, Suite B
Gulfport, MS 39501

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C E L L E N C E
WITH KRIS RIEMANN & ASSOCIATES

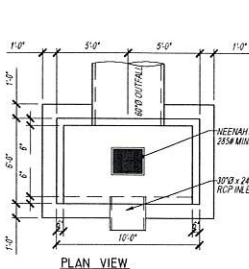
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ENGINEER
STATE OF MISSISSIPPI



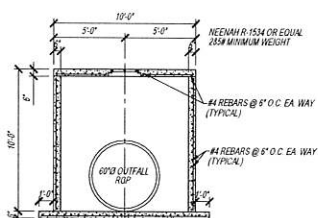
OVERFLOW ISOMETRIC
SCALE: 1/4" = 1'-0"



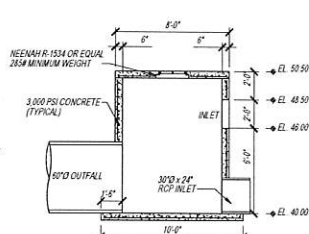
DETENTION POND (300'x100') DETAIL
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PLAN VIEW

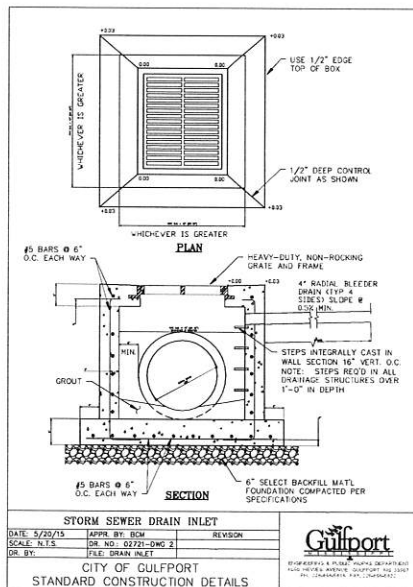


LONGITUDINAL SECTION



TRANSVERSE SECTION

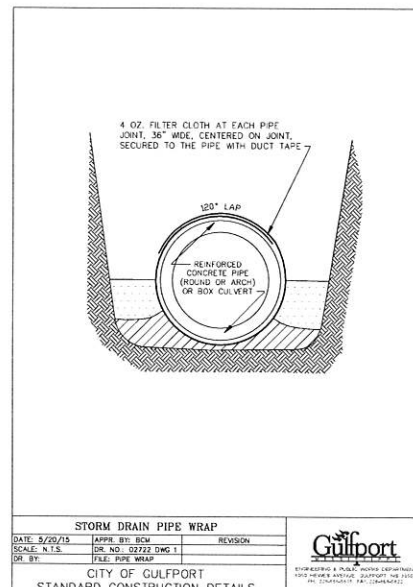
NOTE:
OVERFLOW BOX TO BE CONSTRUCTED WITH THE SAME MINIMUM DIMENSIONS
NOTED ON THE CATCHBASIN DETAILS EXCEPT WHERE OTHERWISE SPECIFIED.



STORM SEWER DRAIN INLET

DATE	5/20/15	APPR. BY: BOW	REVISION
SCALE: N.T.S.		DR. NO. 02721-DWG 2	
DR. BY:		FILE: DRN INLET	

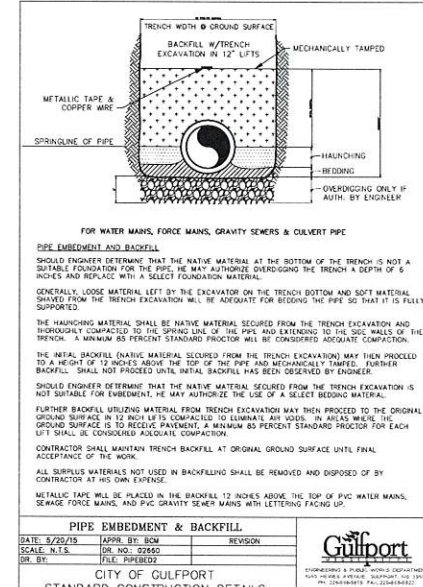
Gulfport
ENGINEERING & PLANNING
1400 HERBERT AVENUE, SUITE 800
GULFPORT, MISSISSIPPI 39503
PH: (228)687-1400 FAX: (228)687-1401



STORM DRAIN PIPE WRAP

DATE	5/20/15	APPR. BY: BOW	REVISION
SCALE: N.T.S.		DR. NO. 02722-DWG 1	
DR. BY:		FILE: PIPE WRAP	

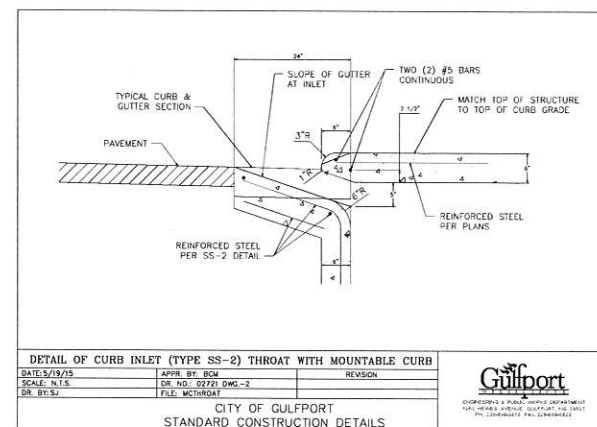
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ENGINEERING & PLANNING
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GULFPORT, MISSISSIPPI 39503
PH: (228)687-1400 FAX: (228)687-1401



PIPE EMBEDMENT & BACKFILL

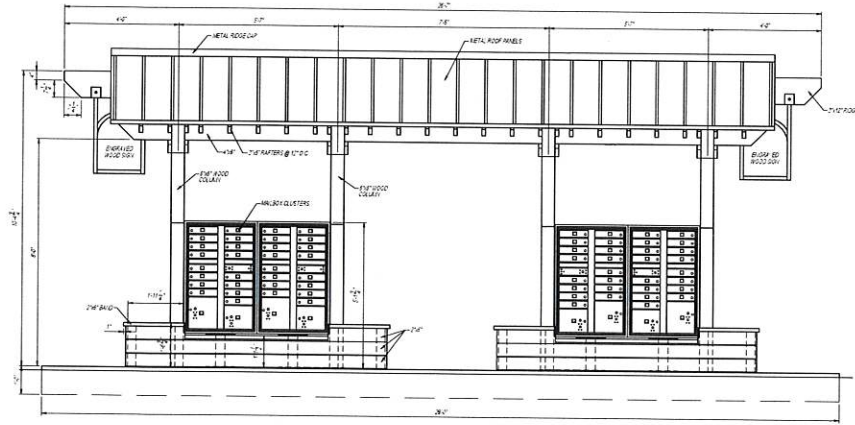
DATE	5/20/15	APPR. BY: BOW	REVISION
SCALE: N.T.S.		DR. NO. 02760	
DR. BY:		FILE: PIPE EMB	

Gulfport
ENGINEERING & PLANNING
1400 HERBERT AVENUE, SUITE 800
GULFPORT, MISSISSIPPI 39503
PH: (228)687-1400 FAX: (228)687-1401

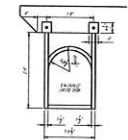


DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

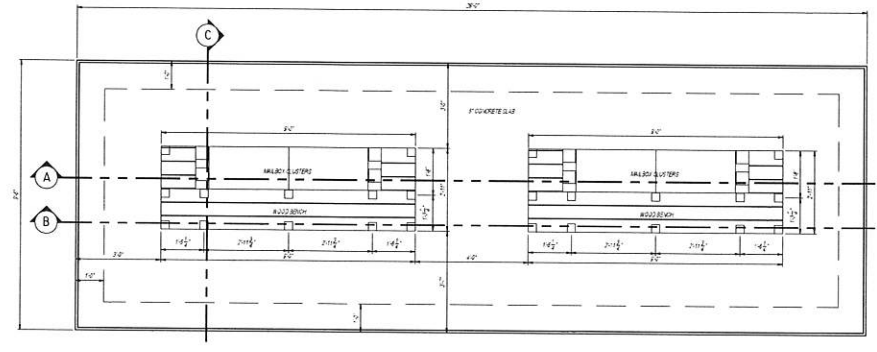
Gulfport
ENGINEERING & PLANNING
1400 HERBERT AVENUE, SUITE 800
GULFPORT, MISSISSIPPI 39503
PH: (228)687-1400 FAX: (228)687-1401



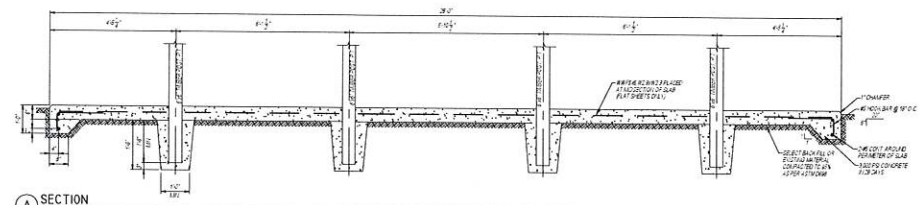
FRONT VIEW (TWO UNITS)
SCALE 1/2" = 1'-0"



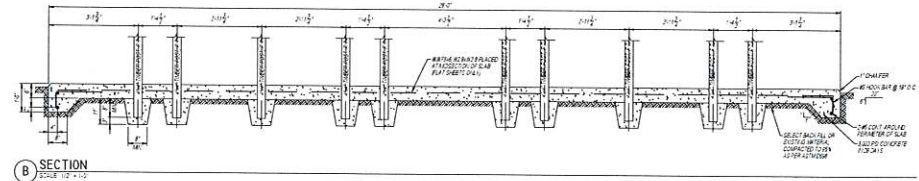
ENGRAVED WOOD SIGN DETAIL
SCALE 1/2" = 1'-0"



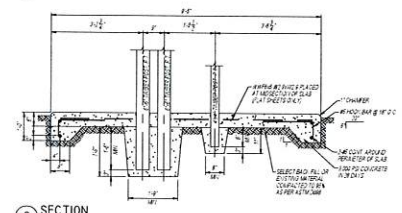
SLAB PLAN (TWO UNITS)
SCALE 3/8" = 1'-0"



A SECTION
SCALE 1/2" = 1'-0"



B SECTION
SCALE 1/2" = 1'-0"



C SECTION
SCALE 1/2" = 1'-0"

		WITH KRIS RIEMANN & ASSOCIATES	
Project: SUMMERFIELD ESTATES SUBDIVISION CIVIL PLANS HOLLIMAN ROAD GULFPORT, MISSISSIPPI 39503 Sheet Title: MAILBOX DETAILS			
228-518-2980 KriEngineering@comcast.com 3103 3rd Avenue, Suite 10 Gulfport, MS 39501		15565 PROFESSIONAL ENGINEER STATE OF MISSISSIPPI	
DRAWING NO.: 08-2023-42 FILE NAME: DRAWN BY: DMB CHECKED BY: BMB DATE:		REVISIONS NO. DATE BY DESCRIPTION	
DRAWING NUMBER: C-31			



JH J1 - GULFPORT DISTRICT
Instrument 2022-0010425-D-J1
Filed/Recorded 05/04/2022 10:18:01 AM
Total Fees 26.00
3 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantors:
Deborah Ann Wheeler
Edward S. Wheeler
56 Shoreline Ln.
Gulfport, MS 39503
(228) 697-8859

Return To:
David B. Pilger
Attorney at Law
1406 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
The Huckabee Company of South Mississippi, LLC
A Texas Limited Liability Company
3512 Jo Beth Terrace
Gautier, MS 39553
(832) 941-9006

File No. R221041N

INDEXING INSTRUCTIONS: Parcel of Land in NE ¼ of SW ¼, Sect. 35, T6S, R11W, 1st JD,
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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, we, **Deborah Ann Wheeler and Edward S. Wheeler**, do hereby sell, convey and warrant unto **The Huckabee Company of South Mississippi, LLC, a Texas Limited Liability Company**, all of 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:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Deborah Ann Wheeler and Edward S. Wheeler, by Instrument recorded in Instrument No. 2017-4078-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantors quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS OUR SIGNATURES, on this the 29th day of April, 2022.

Deborah Ann Wheeler
Deborah Ann Wheeler
Edward S. Wheeler
Edward S. Wheeler

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Deborah Ann Wheeler and Edward S. Wheeler, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 29th day of April, 2022.



[Signature]
NOTARY PUBLIC

November 15, 2024

Exhibit "A"

Legal Description

That certain parcel of land described as beginning at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 6 South, Range 11 West, First Judicial District, Harrison County, Mississippi and run thence West along the North line of said quarter section a distance of 594 feet to a stake; run thence South a distance of 950 feet to a stake; run thence East a distance of 594 feet; run thence North a distance of 250 feet; run thence West a distance of 209 feet to a stake; run thence North a distance of 209 feet to a stake; run thence East a distance of 209 feet to a stake; run thence North 491 feet to the place of beginning; less and except a right-of-way of Holliman Road.

Said property being shown on a survey of H.A. Campbell, dated November 27, 1964, and being the same property acquired by Mrs. Elsie Williams (now Wilson) by deed recorded in Deed Book 273 at Page 362, in the records of the Chancery Clerk of Harrison County, Mississippi, less and except a one acre parcel conveyed to Jerry Mac Williams, et ux, by deed recorded in Deed Book 485 at Page 154 in the records of the Chancery Clerk aforesaid.



1st JUDICIAL DISTRICT
Instrument 2022-0022344-T-J1
Filed/Recorded 09/01/2022 11:47:01 AM
Total Fees 35.00
14 Pages Recorded



1290006563%0340%08172022%#####

WHEN RECORDED MAIL TO: THE FIRST BANK, P.O. Box 15549, Hattiesburg, MS 39404, Tel. (601) 268-8998 Pilger Title Co., 1406 Bienville Blvd., Ocean Springs, MS 39564, 228-215-0011

SEND TAX NOTICES TO: THE FIRST BANK, P.O. Box 15549, Hattiesburg, MS 39404, Tel. (601) 268-8998

This Deed of Trust prepared by: CHRIS MITCHELL, PROCESSOR, THE FIRST BANK, 1300 25th Avenue, Gulfport, MS 39501, (228) 214-7320

INDEXING INSTRUCTIONS: PARCEL OF LAND IN NE 1/4 OF SW 1/4, SECT. 35, T6S, R11W, 1ST JD, HARRISON COUNTY, MS.

PARCELS OF LAND IN THE SE 1/4 OF SW 1/4, SECT 35, T6S, R11W, AND SW 1/4 OF SE 1/4, SECT 35, T6S, R11W, AND NW 1/4 OF SE 1/4, SECT 35, T6S, R11W, 1ST JD, HARRISON COUNTY, MS. .

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC, 8211 KATY FREEWAY, HOUSTON, TX 77024-0000, Tel. (832) 941-9006

LENDER / BENEFICIARY: THE FIRST BANK, Gulfport - Downtown, 1300 25th Avenue, Gulfport, MS 39501, Tel. (228) 214-7320

TRUSTEE: Terry L. Caves, P.O. Box 167, Laurel, MS 39441, Tel. (601) 428-0402

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$700,000.00.

THIS DEED OF TRUST is dated August 17, 2022, among HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC, whose address is 8211 KATY FREEWAY UNIT 32, HOUSTON, TX 77024-0000 ("Grantor"); THE FIRST BANK (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Terry L. Caves (referred to below as "Trustee").

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

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

The Real Property or its address is commonly known as 13184, 13169 & NHN HOLLIMAN RD., GULFPORT, MS 39503.

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

R221300R

**DEED OF TRUST
(Continued)**

Loan No: 1290006563

Page 2

amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

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

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

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

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

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

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

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

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real

**DEED OF TRUST
(Continued)**

Page 3

Loan No: 1290006563

Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

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

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

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

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

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

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

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

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

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall

be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least forty-five (45) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

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

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

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid

**DEED OF TRUST
(Continued)**

Loan No: 1290006563

Page 5

by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

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

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

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

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

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

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

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

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

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

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

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

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

False Statements. Any warranty, representation or statement made or furnished to Lender by

**DEED OF TRUST
(Continued)**

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Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall, at the request of Lender, sell the Real Property after giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972, as amended, and any successor provisions, and execute a deed to the purchaser of the Real Property. Out of the proceeds arising from the sale, the costs and expenses of executing this Deed of Trust, including a reasonable Trustee's fee and the attorneys' fees prescribed in the Note or in this Deed of Trust, shall first be paid; next the amount of the Indebtedness then remaining unpaid shall be paid; and, lastly, any balance remaining shall be paid to Grantor or to Grantor's representatives agents or assigns.

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

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the

**DEED OF TRUST
(Continued)**

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name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

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

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

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

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

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

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

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

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of HARRISON County, State of Mississippi. The

**DEED OF TRUST
(Continued)**

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Instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the Instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

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

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

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

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

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

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

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Mississippi.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Harrison County, State of Mississippi.

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

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

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties,

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their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

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

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

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

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

Beneficiary. The word "Beneficiary" means THE FIRST BANK, and its successors and assigns.

Borrower. The word "Borrower" means HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

Grantor. The word "Grantor" means HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC.

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

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

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

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

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

Lender. The word "Lender" means THE FIRST BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated August 17, 2022, in the original principal amount of \$700,000.00 from Grantor to Lender, together with all renewals of, extensions of,

modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 15, 2027.

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

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

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

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

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

Trustee. The word "Trustee" means Terry L. Caves, whose address is P.O. Box 167, Laurel, MS 39441 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

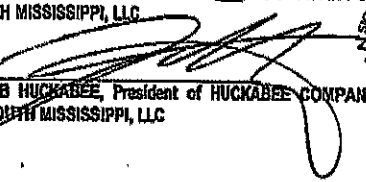
HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC

By: 

BENJAMIN WHEELER, Member of HUCKABEE COMPANY
OF SOUTH MISSISSIPPI, LLC

By: 

CADEN HARRIMAN, Member of HUCKABEE COMPANY OF
SOUTH MISSISSIPPI, LLC

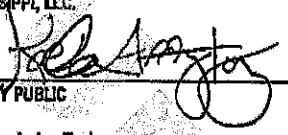
By: 

JACOB HUCKABEE, President of HUCKABEE COMPANY
OF SOUTH MISSISSIPPI, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS

This record was acknowledged before me on the 17th day of August, 2022 by BENJAMIN WHEELER, Member of HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC; CADEN HARRIMAN, Member of HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC; and JACOB HUCKABEE, President of HUCKABEE COMPANY OF SOUTH MISSISSIPPI, LLC.


NOTARY PUBLIC

My Commission Expires

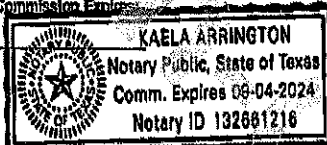


Exhibit "A"
Legal Description

That certain parcel of land described as beginning at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 6 South, Range 11 West, First Judicial District, Harrison County, Mississippi and run thence West along the North line of said quarter section a distance of 594 feet to a stake; run thence South a distance of 950 feet to a stake; run thence East a distance of 594 feet; run thence North a distance of 250 feet; run thence West a distance of 209 feet to a stake; run thence North a distance of 209 feet to a stake; run thence East a distance of 209 feet to a stake; run thence North 491 feet to the place of beginning; less and except a right-of-way of Holliman Road.

Said property being shown on a survey of H.A. Campbell, dated November 27, 1964, and being the same property acquired by Mrs. Elsie Williams (now Wilson) by deed recorded in Deed Book 273 at Page 362, in the records of the Chancery Clerk of Harrison County, Mississippi, less and except a one acre parcel conveyed to Jerry Mac Williams, et ux, by deed recorded in Deed Book 485 at Page 154 in the records of the Chancery Clerk aforesaid.

AND ALSO:

A lot or parcel of land beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 35, Township 6 South, Range 11 West, and running thence North 330 feet; thence running 855 feet West, thence South 421 feet, thence East 855 feet; thence North 91 feet to the place of beginning, and being located within and a part of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southeast of the Southwest Quarter of Section 35, Township 6 South, Range 11 West, in said Harrison County, Mississippi, together with all rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

AND ALSO:

A parcel of land situated and being located in Section 35, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the east line of the Southwest $\frac{1}{4}$ Of the Southeast $\frac{1}{4}$ with the north margin of O'Neal Road; thence run North 00 degrees 20 minutes 21 seconds West 1089.15 feet along the east line of the said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Point of Beginning; thence continue from said Point of Beginning, North 00 degrees 20 minutes 21 seconds West 156.24 feet along the east line of the said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the northeast corner of the said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South 89 degrees 33 minutes 32 seconds West 1355.71 feet to the east margin of Holliman Road; thence run South 00 degrees 16 minutes 06 seconds West 156.48 feet along the east margin of Holliman Road; thence run North 89 degrees 32 minutes 57 seconds East 1357.36 feet to the east line of the said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Point of Beginning. Containing 4.87 acres.

AND ALSO:

The Northwest One-fourth of the Southeast One-fourth (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 35, Township 6 South, Range 11 West, together with the improvements thereon, containing 40 acres, more or less, situated in the First Judicial District of Harrison County, Mississippi, less and except $\frac{1}{2}$ of the oil, gas and other minerals which have been reserved by prior Grantors, being the same land conveyed in that certain Deed recorded in Book 430, Page 395, of the Land Deed records of said County and State.

SUBJECT TO:

That certain Permanent Utility Easement of record in Instrument No. 2008-2644-D-J2, Land Records of the First Judicial District of Harrison County, Mississippi.

SUBJECT TO:

That certain Permanent Utility Easement of record in Instrument No. 2008-2074-D-J2, Land Records of the First Judicial District of Harrison County, Mississippi.

Un-Official



JL J1 - GULFPORT DISTRICT
Instrument 2022-0009070-D-J1
Filed/Recorded 04/20/2022 10:38:01 AM
Total Fees 26.00
4 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantors:
Audrey F. Maskew
Richard D. Huffmaster
14464 N. Swan Rd.
Gulfport, MS 39503
(228) 860-4156

Return To:
David B. Pilger
Attorney at Law
1406 Blenville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
The Huckabee Company of South Mississippi, LLC
A Texas Limited Liability Company
3512 Jo Beth Terrace
Gautier, MS 39553
(832) 941-9006

File No. R220944N

INDEXING INSTRUCTIONS: **Parcels of Land in the SE ¼ of SW ¼, Sect. 35, T6S, R11W,**
AND SW ¼ of SE ¼, Sect. 35, T6S, R11W,
AND NW ¼ of SE ¼, Sect. 35, T6S, R11W,
1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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, we, **Audrey F. Maskew and Richard D. Huffmaster**, do hereby sell, convey and warrant unto **The Huckabee Company of South Mississippi, LLC, a Texas Limited Liability Company**, all of 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:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to James W. Maskew, Audrey F. Maskew and Richard D. Huffmaster, by Instrument recorded in Instrument No. 2018-8591-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantors quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee. No mineral search was requested or performed by preparer.

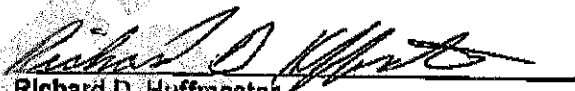
This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

The death certificate of James W. Maskew is attached hereto as Exhibit "B".

WITNESS OUR SIGNATURES, on this the 11th day of April, 2022.


Audrey F. Maskew


Richard D. Huffmaster

ACKNOWLEDGMENT

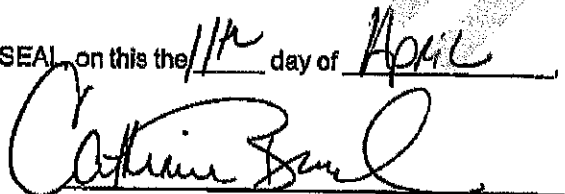
STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Audrey F. Maskew and Richard D. Huffmaster, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 11th day of April, 2022.

(AFFIX SEAL)




NOTARY PUBLIC

My commission expires _____

DEED ACCEPTED BY:


The Huckabee Company of South Mississippi, LLC
By: Jacob Huckabee, Manager



Exhibit "A"

Legal Description

A lot or parcel of land beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section 35, Township 6 South, Range 11 West, and running thence North 330 feet; thence running 855 feet West, thence South 421 feet, thence East 855 feet; thence North 91 feet to the place of beginning, and being located within and a part of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southeast of the Southwest Quarter of Section 35, Township 6 South, Range 11 West, in said Harrison County, Mississippi, together with all rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

AND ALSO:

A parcel of land situated and being located in Section 35, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the intersection of the east line of the Southwest 1/4 Of the Southeast 1/4 with the north margin of O'Neal Road; thence run North 00 degrees 20 minutes 21 seconds West 1089.15 feet along the east line of the said Southwest 1/4 of the Southeast 1/4 to the Point of Beginning; thence continue from said Point of Beginning, North 00 degrees 20 minutes 21 seconds West 156.24 feet along the east line of the said Southwest 1/4 of the Southeast 1/4 to the northeast corner of the said Southwest 1/4 of the Southeast 1/4; thence run South 89 degrees 33 minutes 32 seconds West 1355.71 feet to the east margin of Holliman Road; thence run South 00 degrees 16 minutes 06 seconds West 156.48 feet along the east margin of Holliman Road; thence run North 89 degrees 32 minutes 57 seconds East 1357.36 feet to the east line of the said Southwest 1/4 of the Southeast 1/4 and the Point of Beginning. Containing 4.87 acres.

AND ALSO:

The Northwest One-fourth of the Southeast One-fourth (NW 1/4 of SE 1/4) of Section 35, Township 6 South, Range 11 West, together with the improvements thereon, containing 40 acres, more or less, situated in the First Judicial District of Harrison County, Mississippi, less and except 1/2 of the oil, gas and other minerals which have been reserved by prior Grantors, being the same land conveyed in that certain Deed recorded in Book 430, Page 395, of the Land Deed records of said County and State.

SUBJECT TO:

That certain Permanent Utility Easement of record in Instrument No. 2008-2644-D-J2, Land Records of the First Judicial District of Harrison County, Mississippi.




The Huckabee Company of South Mississippi, LLC
By: Jacob Huckabee, Manager

4-11-22
Date

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS



13321225

FILING DATE 01/18/2019		STATE FILE NUMBER 123-2019-000783	
DECEASED'S LEGAL NAME (Print, Middle, Last, Initial) JAMES WILLIE MASKEW		1. GENDER MALE	2. HOUR OF DEATH 10:37
3. DATE OF DEATH (Month, Day, Year) 01/13/2019			
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☐ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asian (Specify) _____ ☐ American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) _____ ☐ Other (Specify) _____			
5a. AGE AT LAST BIRTHDAY 91	ONLY IF UNDER 1 YEAR 5b. MOS 91	ONLY IF UNDER 1 DAY 5c. HOURS 10:37	5d. DAYS OF BIRTH (Month, Day, Year) 01/13/1928
6. PLACE OF DEATH ☒ DEATH OCCURRED IN A HOSPITAL ☐ DEATH OCCURRED IN A NURSING HOME OR OTHER THAN A HOSPITAL ☐ DEATH OCCURRED IN A HOME OR OTHER THAN A HOSPITAL			
7a. FACILITY NAME (If not a facility, give street address, house number, or other location) GARDEN PARK MEDICAL CENTER (240)		7b. CITY, TOWN OR LOCATION OF DEATH GULFPORT	7c. ZIP CODE 39543
7d. COUNTY OF DEATH HARRISON			
8a. DECEASED'S EDUCATION: Check the box that best describes the highest degree or level of school completed at time of death. ☐ 8th grade or less ☐ 9th - 12th grade, no diploma ☐ High school graduate or GED recipient ☐ Some college, no degree ☐ Associate degree (e.g., A.A., A.S.) ☐ Bachelor's degree (e.g., B.A., B.S., B.M.) ☐ Master's degree (e.g., M.A., M.S., M.Ed., M.B.A., M.Div., M.F.A.) ☐ Doctorate (e.g., Ph.D., Ed.D.) or Professional degree (e.g., M.D., D.O., D.N.M., D.L.S., J.D.) ☐ Unknown			
8b. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown			
8c. SURVIVING SPOUSE (If no legal action prior to first marriage) AUDREY MASSEY			
8d. WAS DECEASED EVER IN U.S. ARMED FORCES (Yes or No) NO			
9. DECEASED OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish (Hispanic) Latino. Check the "No" box if decedent is not Spanish (Hispanic) Latino. ☐ No, not Spanish (Hispanic) Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish (Hispanic) Latino, (Specify) _____			
10. SOCIAL SECURITY NUMBER [REDACTED]		11. USUAL OCCUPATION (State or work done most of working life) BAKER	
12. RESIDENCE - STATE MISSISSIPPI		13. KIND OF BUSINESS OR INDUSTRY COLONIAL BAKERY	
14. COUNTY HARRISON	15. CITY OR TOWN GULFPORT	16. ZIP CODE 39503	17. STREET AND NUMBER OR RURAL LOCATION (Include apartment number) 13184 HOLLIMAN ROAD
18. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (Print, Middle, Last, Initial) JOHN MASKEW		19. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (Print, Middle, Last, Initial) ALICE HOLDEN	
20. INFORMANT - NAME (Type or print) AUDREY MASSEY		21. RELATIONSHIP TO DECEASED WIFE	
22. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 13184 HOLLIMAN ROAD GULFPORT, MS 39503		23. FUNERAL DIRECTOR - SIGNATURE AND LICENSE NUMBER ELECTRONICALLY SIGNED BY JAMES S. ONEIL PS-0548	
24. DISPOSITION OF BODY (Specify: burial, cremation, removal, etc.) BURIAL		25. CEMETERY - PREMATORY - NAME FREE CHURCH OF GOD CEMETERY	
26. FUNERAL HOME (Who first examined remains of body) RIEMANN FUNERAL HOME (240)		27. FUNERAL HOME LICENSE NUMBER FE-0003	
28. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 2185, GULFPORT, MS 39505		29. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 4034, GULFPORT, MS 39502	
30. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) ANTHONY BUCKLES MD		31. PRONOUNCED DEAD (Month, Day, Year) 01/13/2019	
32. NAME OF CERTIFYING PHYSICIAN OR CORONER (Type or print) GARY T. HARGROVE		33. PRONOUNCED DEAD (Time) AT 10:37	
34. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. BOX 4034, GULFPORT, MS 39502		35. SIGNATURE OF CERTIFYING PHYSICIAN OR CORONER GARY T. HARGROVE, MD	
36. DATE SIGNED (Month, Day, Year) 01/17/2019		37. TITLE HARRISON COUNTY CORONER	
38. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER GARY T. HARGROVE		39. DATE SIGNED (Month, Day, Year) 01/17/2019	
40. CAUSE OF DEATH PART I - Give the cause of death - disease, injury, or complication - that directly caused the death. DO NOT start without a word, such as cardiac arrest, shock, or heart failure without showing the etiology. List only one cause on each line. DO NOT use abbreviations.			
41. IMMEDIATE CAUSE (That disease or condition that resulted in death) CARDIOVASCULAR DISEASE		42. INTERVAL BETWEEN CAUSE AND DEATH UNKNOWN	
43. DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) HEART FAILURE			
44. DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) MYOCARDIAL INFARCTION			
45. DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) THROMBOEMBOLISM			
46. PART II - OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause shown in PART I. ATRIAL FIBRILLATION, DIABETES, PARKINSON'S DISEASE			
47. DID YOU EVER USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☐ No		48. IF FEMALE, ☐ NOT pregnant within the past year ☐ Pregnant at the time of death ☐ Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH ☐ Not pregnant, BUT PREGNANT 43 DAYS TO 1 YEAR BEFORE DEATH ☐ Unknown if pregnant within the past year	
49. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDERSTANDING ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____		50. DATE OF INJURY (Month, Day, Year) 01/13/2019	
51. PLACE OF INJURY (Specify: Home, Farm, Street, Factory, Office building, etc.) Home		52. LOCATION (Street or route number, City or town, State) 13184 HOLLIMAN ROAD, GULFPORT, MS 39503	

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

1/22/2019

Judy Moulder
STATE REGISTRAR

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

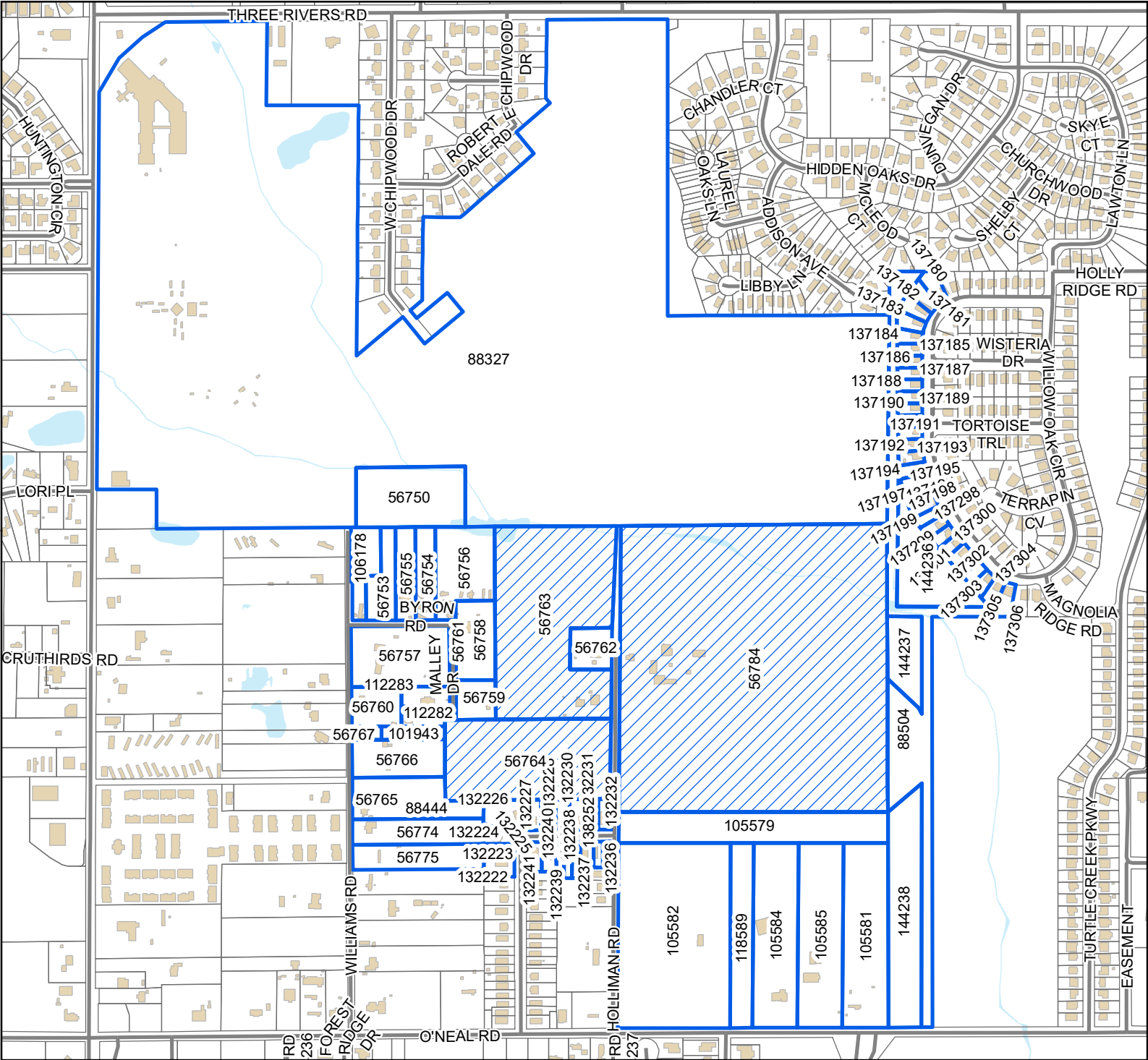
VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

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

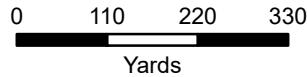
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0907N-01-002.000	THE HUCKABEE COMPANY OF SOUTH				
			MISSISSIPPI (OWNER)	ONE RIVERWAY SUITE 1555	HOUSTON	TX	77056
			ENGINEERING XCELLENCE (AGENT)	3103 5TH AVENUE SUITE B	GULFPORT	NS	39501
			Adjacent Property Owners (2401PC007)				
56758	0907M-01-020.000		KORZENIOWSKI DAVID B & SONYA	13345 BYRON RD	GULFPORT	MS	39503
56761	0907M-01-021.000		QUANDT LORRAINE MORAN	P O BOX 3118	GULFPORT	MS	39505
56762	0907M-01-001.000		RENFRO EDNA MAE NEWELL -EST-	333 REMINGTON DR	BRANDON	MS	39042
56763	0907M-01-002.000		HUCKABEE COMPANY OF SOUTH MISS	3512 JO BETH TERRACE	GAUTIER	MS	39553
56755	0907M-01-024.000		WISE GEORGE A JR & KRISTY M -EST-	13374 BYRON RD	GULFPORT	MS	39503
106178	0907M-01-025.001		WILLIAMS JERRY M -EST-	13192 WILLIAMS RD	GULFPORT	MS	39503
105585	0907N-01-003.006		FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
56775	0907M-01-012.000		SWITZER MERRELL H JR & MARY -L/E-	13080 WILLIAMS RD	GULFPORT	MS	39503
56750	0907L-01-064.000		LANWEHR & COMPANY	P O BOX 2897	GULFPORT	MS	39505
56767	0907M-01-016.000		WILLIAMS JOEL & THERESA	13166 WILLIAMS ROAD	GULFPORT	MS	39503
56754	0907M-01-023.000		BOZANT PAUL B & HEATHER	14300 HATTEN LANE	GULFPORT	MS	39503
105582	0907N-01-003.003		BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
56765	0907M-01-014.000		SEXTON TRAVIS A	13112 WILLIAMS RD	GULFPORT	MS	39503
118589	0907N-01-003.008		YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
105584	0907N-01-003.005		YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503
112283	0907M-01-018.002		QUANDT DANIEL PAUL & LORRAINE M	P O BOX 6374	GULFPORT	MS	39506
56760	0907M-01-017.000		WILLIAMS JO ANN	13168 WILLIAMS RD	GULFPORT	MS	39503
132232	0907M-01-004.021		GOINES TERRELL SR	13161 TRACEWOOD DR	GULFPORT	MS	39503
105579	0907N-01-003.001		BANKS ANNEITTA E	15350 HWY 49 NORTH	GULFPORT	MS	39503
56774	0907M-01-013.000		CALHOUN DANIEL RAY	13096 WILLIAMS RD	GULFPORT	MS	39503
56757	0907M-01-018.000		QUANDT VIRGINIA LORRAINE	3115 CYPRESS CREEK DR	D'IBERVILLE	MS	39540
105581	0907N-01-003.007		LOFTIN CONSORCIA S	14481 AUTUMN CHASE	GULFPORT	MS	39503
56766	0907M-01-015.000		KERR HARRY A & JIMMIE JO	13144 WILLIAMS RD	GULFPORT	MS	39503
112282	0907M-01-018.001		QUANDT DANIEL PAUL & LORRAINE M	3115 CYPRESS CREEK DR	D'IBERVILLE	MS	39540
132241	0907M-01-004.030		TROPHY FISH LLC	2440 S SHORE DR	BILOXI	MS	39532
132223	0907M-01-004.012		ELLIOTT STEVEN D & ANGELA	1060 MARINA VILLAGE YACHT HARBOR	ALAMEDA	CA	94501
132227	0907M-01-004.016		DEAN RICHARD A & JODY B	13631 IBBETSON AVENUE	BELLFLOWER	CA	90706
132222	0907M-01-004.011		TRICE LONDON JAMAL	13091 TRACEWOOD DR	GULFPORT	MS	39503
132231	0907M-01-004.020		CARROLL IESHA S	13157 TRACEWOOD DR	GULFPORT	MS	39503
132225	0907M-01-004.014		STATE BANK & TRUST CO	618 CRESCENT BLVD STE 100	RIDGELAND	MS	39157
88444	0907M-01-004.000		HEINRICH ROBERT B & EASTERLINE R C	28 52ND ST	GULFPORT	MS	39507
132230	0907M-01-004.019		MAHONEY EVERTON	406 TECHNOLOGY CENTER DR	STOUGHTON	MA	2072

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	132226	0907M-01-004.015	HALTER NICKLAUS & MADISON SHAEFFER	13123 TRACEWOOD DR	GULFPORT	MS	39503
	132228	0907M-01-004.017	DABNEY KENNETH W	13133 TRACEWOOD DR	GULFPORT	MS	39503
	137187	0907K-01-006.016	BERRY AKIRA	13295 WILLOW OAK CIR	GULFPORT	MS	39503
	137186	0907K-01-006.015	PARTRIDGE MICHAEL R & HEATHER M	13299 WILLOW OAK CIR	GULFPORT	MS	39503
	137183	0907K-01-006.012	ROSS HENRY A & BELINDA B	13311 WILLOW OAK CIR	GULFPORT	MS	39503
	137182	0907K-01-006.011	RULITE SHAWN KITTONG	13315 WILLOW OAK CIRCLE	GULFPORT	MS	39501
	137180	0907K-01-006.009	ROESSLING BRENDA ANN	13323 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137194	0907K-01-006.023	THOMPSON ANTHONY -ESTATE-	13267 WILLOW OAK CIR	GULFPORT	MS	39503
	137192	0907K-01-006.021	RASCO LATARA R	13275 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137188	0907K-01-006.017	GILES KEVIN S & JENNIFER GUERRO	13291 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137190	0907K-01-006.019	BENTON MARLANA D	13283 WILLOW OAK CIR	GULFPORT	MS	39503
	137302	0907N-01-001.005	SMITH CONTRACTING CO LLC	2606 17TH AVE	GULFPORT	MS	39501
	137299	0907N-01-001.002	STREET DAKOTA M	13239 WILLOW OAK CIR	GULFPORT	MS	39503
	137298	0907N-01-001.001	PERIATT ROSE A	13243 WILLOW OAK CIR	GULFPORT	MS	39503
	137196	0907K-01-006.025	ROUSE ELIZABETH GODDARD	13259 WILLOW OAK CIR	GULFPORT	MS	39503
	137195	0907K-01-006.024	JENKINS DAMON LAMONT JR & SHAKIRA	120 DEERFIELD COURT APT 702	DALEVILLE	AL	36322
	137193	0907K-01-006.022	STRIKER JOHN M & SONDR A	13271 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137199	0907K-01-006.028	SANDERS BEVERLY F	13247 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137191	0907K-01-006.020	EBBE STEVEN C & JOE-AN C	13279 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137189	0907K-01-006.018	STEWART BRYAN JAMES & ANGELITA M	13287 WILLOW OAK CIR	GULFPORT	MS	39503
	137185	0907K-01-006.014	SARDIN CANDICE S	13303 WILLOW OAK CIR	GULFPORT	MS	39503
	137184	0907K-01-006.013	SUTERA JONATHAN M	13307 WILLOW OAK CIR	GULFPORT	MS	39503
	137181	0907K-01-006.010	PIRMANN SEAN HUNTER	13319 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137306	0907N-01-001.009	DAVIS JAIRUS K & ALEXIS M	13211 WILLOW OAK CIR	GULFPORT	MS	39503
	137305	0907N-01-001.008	CAIPA JOSE F & EARLENE M	13215 WILLOW OAK CIR	GULFPORT	MS	39503
	137304	0907N-01-001.007	TAPPAN TIMOTHY D	13129 WILLOW OAK CIR	GULFPORT	MS	39503
	137303	0907N-01-001.006	MY COTTAGE HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	137301	0907N-01-001.004	REED MARK DIXON	13231 WILLOW OAK CIR	GULFPORT	MS	39503
	137300	0907N-01-001.003	NICKELL CAROL A	13235 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	137198	0907K-01-006.027	CLARK ARDEANIA	13251 WILLOW OAK CIR	GULFPORT	MS	39503
	137197	0907K-01-006.026	WALKER CHESTER A IV	13255 WILLOW OAK CIR	GULFPORT	MS	39503
	138252	0907M-01-004.051	ROHR MICHAEL D	13156 TRACEWOOD DR	GULFPORT	MS	39503
	132229	0907M-01-004.018	WILLIAMS GREGORY M	13137 TRACEWOOD DR	GULFPORT	MS	39503
	132240	0907M-01-004.029	LOFTON JESSICA	13132 TRACEWOOD DR	GULFPORT	MS	39503
	138254	0907M-01-004.053	LLOYD DAWN	13140 TRACEWOOD DR	GULFPORT	MS	39503
	132238	0907M-01-004.027	URIBE HELEN VEGA & RODRIQUEZ ISAIAS	13144 TRACEWOOD DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	P O BOX 4579	HOUSTON	TX	77210	
144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530	
132237	0907M-01-004.026	HILDERBRANDT MICHAEL J & RACHEL L	13148 TRACEWOOD DR	GULFPORT	MS	39503	
132236	0907M-01-004.025	PETERSON SEAN JARRETT	13160 TRACEWOOD DR	GULFPORT	MS	39503	
132239	0907M-01-004.028	BAKER QUINNTEN A	13136 TRACEWOOD DR	GULFPORT	MS	39503	



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



1 inch = 700 feet



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

RE: General Plan 2401PC007, by agent Robert K. Riemann, seeking approval for phase 1 of a 104 lot subdivision (Summerfield Estates) with 7 out parcels, Tax Parcels 0907N-01-002.000, 0907M-01-002.000, 0907M-01-003.000, Holliman Rd, Zoned R-1-15 (Single-family) R-1-7.5 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, January 25, 2024**, 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, January 25, 2024**. 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.



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	502207	Print Legal Ad-IPL01525800 - IPL0152580		\$55.45	1	44 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, January 25, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th 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 24 th Avenue.

General Plan 2401PC007, by agent Robert K. Riemann, seeking approval for phase 1 of a 104 lot subdivision (Summerfield Estates) with 7 out parcels, Tax Parcels 0907N-01-002.000, 0907M-01-002.000, 0907M-01-003.000, Holliman Rd, Zoned R-1-15 (Single-family) R-1-7.5 (Single-family), Ward 6

Zoning Text Amendment 2401PC006, by owners Byron and Ann Boyden, Amendments to the Comprehensive Zoning Ordinance, to amend Section III. District Regulations (K) Chart of Permitted Uses to allow Contractor's Office with limited indoor storage in B-1 zoning districts.

This the 19th day of December 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0152580
Jan 10 2024

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:
01/10/24

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

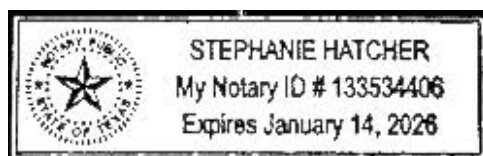
Stefani Beard

Sworn to and subscribed before me this 10th day of
January in the year of 2024

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!

Technical Report
General Plan
(Summerfield Estates Phase I)

GENERAL INFORMATION

Case File Number: 2401PC007

Hearing Date: January 25, 2024

Current Zoning/Use: R-1-15 & R-1-7.5 / Vacant Property & Single-family residence

Legal: General Plan 2401PC007, by agent Robert K. Riemann, seeking approval for phase 1 of a 104 lot subdivision (Summerfield Estates) with 7 out parcels, Tax Parcels 0907N-01-002.000, 0907M-01-002.000, 0907M-01-003.000, Holliman Rd, Zoned R-1-15 (Single-family) R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 104-lot with 7 out parcels 64.84-acres residential subdivision, named Summerfield Estates Phase 1, tax parcels 0907N-01-002.000, 0907M-01-002.000, and 0907M-01-003.000. This new subdivision is for the future construction of Summerfield Estates a single-family residential development, zoned R-1-15 (Single-family residence) district and R-1-7.5 (Single-family residence) district.

Regulations state that the minimum lot requirements for R-1-7.5 zoning district is 7,500 square feet with front yard setback of 25 feet and side and rear yard of 8 feet with lot width of 60 feet and that the minimum lot requirements for R-1-15 zoning district is 15,000 square feet with front yard setback of 25 feet and side and rear yard of 15 feet with lot width of 60 feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadways and provides an ingress and egress off of Holliman Rd.

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

Any approval should consider these conditions:

1. City Council must approve zoning regulations.
2. Must meet all current building Codes and City of Gulfport Ordinances.
3. Please provide street name on all documentation for new development.
4. Provide construction plans at time of permitting.
5. Roadway from back of curb to back of curb to be 28'. All rear drainage easements to be piped. Water to be looped at O'Neal Road.

Technical Report
General Plan
(Summerfield Estates Phase I)

DEPARTMENTAL CONDITIONS

Engineering: Roadway from back of curb to back of curb to be 28'. All rear drainage easements to be piped. Water to be looped at O'Neal Road. Memo dated 1/12/2024.

Public Works: Provide construction plans at time of permitting. Memo dated 1/12/2024.

Traffic and Safety: Provide construction plans at time of permitting. Memo dated 1/12/2024.

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 12/21/23.

GIS: No conditions. Memo date 1/3/24.

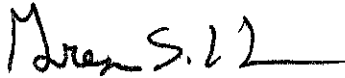
Police Department: No comment as of 1/10/24.

Fire Department: No conditions. Memo dated 12/21/23.

City Arborist: No conditions. Memo dated 1/9/2024.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: January 25, 2024

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: January 25, 2024

Re: **Zoning Text Amendment 2401PC006:**

Zoning Text Amendment 2401PC006, by owners Byron and Ann Boyden, Amendments to the Comprehensive Zoning Ordinance, to amend Section III. District Regulations (K) Chart of Permitted Uses to allow Contractor's Office with limited indoor storage in B-1 zoning districts.



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2401 PC006Date Received: 12/4/23

Receipt #: _____

Received By: JA

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Addition of contractors office including Storage of Equipment, materials and or Supplies. Use in a B1 Zoning district where it is currently listed as "not allowed" with in the Chart of Permitted uses.

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

Byron T. Boyden

Printed Name Of Owner

12120 Oneal Road

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-323-1674

Home Phone

Work/Cell Phone

Byronann.bboyden@gmail.com

Email

Byron T. Boyden

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

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)

Byron T. Boyden

ADDRESS (STREET, CITY, STATE, ZIP CODE)

12120 Oneal Road Gpt. MS. 39503

PHONE # (H)

(W)

228-323-1674

TAX PARCEL NUMBER(S) OWNED

09080-04-102-001

SIGNATURE:

Byron T. Boyden Byron J. Boyden

NAME OF OWNER (PRINT)

Ann Boyden

ADDRESS (STREET, CITY, STATE, ZIP CODE)

12120 O'NEAL Road GPT MS 39503

PHONE # (H)

(W)

228-323-1672 228-323-1674

TAX PARCEL NUMBER(S) OWNED

09080-04-102-001

SIGNATURE:

Ann Boyden

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:

SURVEYED FOR: Byron Boyden

DESCRIPTION: A certain real parcel of land situated in Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, and being more particularly described as follows:

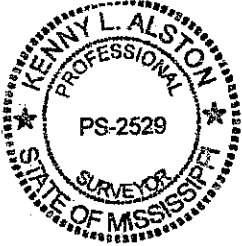
Commencing at the Northwest corner of the Southwest 1/4 of said Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, said point being in the centerline of Dedeaux Road, run East along the said centerline of Dedeaux Road a distance of 532.0 feet to a point; thence run South a distance of 30.0 feet to a point in the South Right-of-Way line of said Dedeaux Road, said point being the POINT OF BEGINNING, thence run East along the said South Right-of-Way of Dedeaux Road a distance of 100.0 feet to a point; thence run South a distance of 300.0 feet to a point; thence run West a distance of 100.0 feet to a point; thence run North a distance of 300.0 feet to the Point of Beginning. LESS AND EXCEPT the West 15 feet of the above described property.

CERTIFICATE: THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

KENNY LENAZ ALSTON
PROFESSIONAL LAND SURVEYOR INC.
4602 KENDALL AVE.
GULFPORT, MS 39507
(228) 864-2645 VOICE AND FAX
NO. PLS-2529
STATE OF MISSISSIPPI

DATE OF FIELD SURVEY: 09/20/2005
Parking Revised on 10/05/2005

The N.W. corner of the
S.W. 1/4 of Sec. 12,
T-7-S, R-11-W.



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

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

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

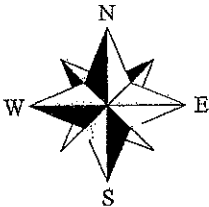
NOTE: This survey prepared without the benefit of a current title report.

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

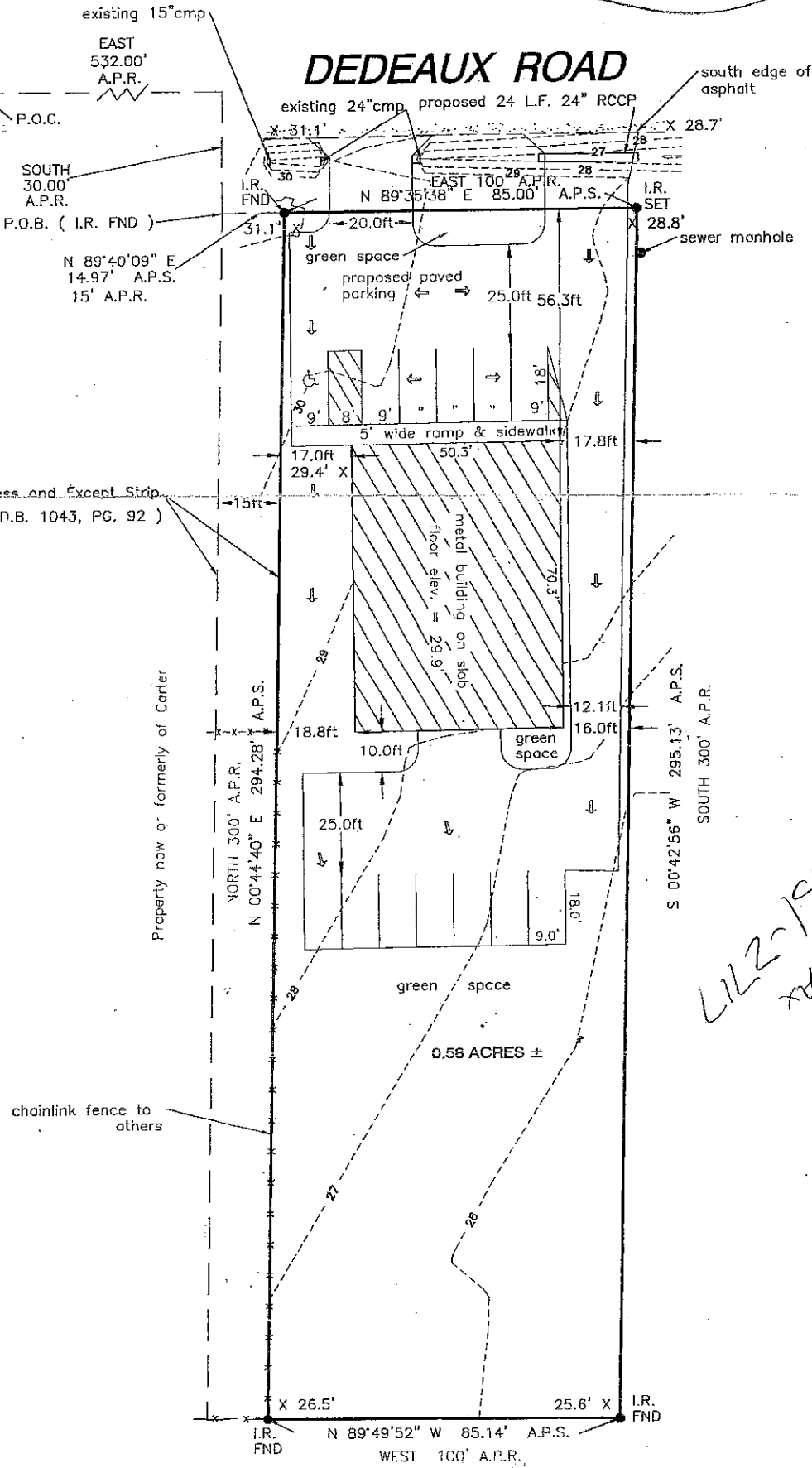
The above described property lies in firm zone X, community panel # 285253-0035-D of the F.E.M.A. flood zone maps revised October 4, 2002.

A.P.S. = As Per Surveyed
A.P.R. = As Per Record
X = Existing Elevation
I.R. = Iron Rod I.P. = Iron Pipe

⇒ = direction of surface runoff



1" = 30'
CLASS "B"
DWG.#05-5313



Note!
Best plan
submitted meator
MR Jones wanted
parking on ~~side~~!
straight BB
to building

L12-128
x27

F:

Text Amendment Statement:

Change in conditions- changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to the ordinance necessary and desirable.

The area we are requesting for a text amendment is vastly growing. New businesss and homes are being relocated in the proximaty of the property we are requesting. Currently the building we are requesting to be rezoned has been vacant for several months. Having this text amendment would allow for a contractors office to occupy this building and keep better visibility in that area. This will open up job opportunities which is better use then leaving the building un occupied.

G:

Interest:

1.Byron Boydon
Phone- 228-323-1674
12120 Oneal Rd
Gulfport MS 39503

2.Change in conditions

3.No development schedule

4: It would allow the building to be used for a contractors office. There will be no physical changes to the property needed.

5: No Error



[Signature] 1st Judicial District
Instrument 2020 242 D - J1
Filed/Recorded 1/9/2020 01:40 P
Total Fees \$ 26.00
2 Pages Recorded

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

Indexing Instructions:
Pcl NW 1/4 of SW 1/4 of Sec. 12-7-11
Harrison County, MS.

File#192083

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

BYRON T. BOYDEN and wife, ANN BOYDEN
12120 O'NEAL ROAD
GULFPORT, MS 39503
228-323-1672

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

BECK LEWIS, LLC,
a Mississippi limited liability company
12473 DEDEAUX ROAD
GULFPORT, MS 39503
601-927-3137

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

A certain real parcel of land situated in Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, said point being in the centerline of Dedeaux Road, run East along the said centerline of Dedeaux Road a distance of 532.0 feet to a point; thence run South a distance of 30.0 feet to a point in the South right-of-way line of said Dedeaux Road, said point being the Point of Beginning, thence run East along the said South right-of-way of Dedeaux Road a distance of 100.0 feet to a point, thence run South a distance of 300.0 feet to a point; thence run West a distance of 100.0 feet to a point; being North a distance of 300.0 feet to the Point of Beginning. The herein described parcel contains 30,000 square feet or 0.6887 acre more or less.

2

LESS AND EXCEPT the West fifteen (15) feet of the above described property, as per survey attached to Corrective Warranty Deed dated October 14, 2005, from Susan A. Herrington to Byron T. Boyden and wife, Ann Boyden, of record in Deed instrument No. 2006-5063D-J1, in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

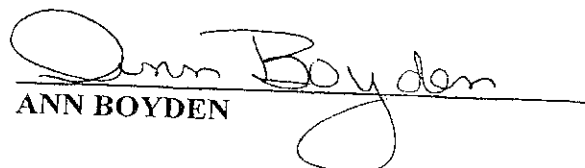
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURE of the Grantors on this the 30th day of December, 2019.


BYRON T. BOYDEN


ANN BOYDEN

STATE OF MISSISSIPPI

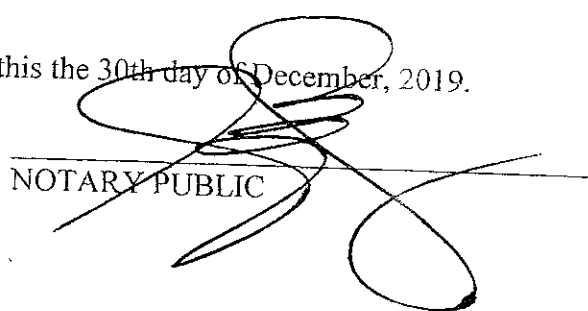
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BYRON T. BOYDEN and ANN BOYDEN, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 30th day of December, 2019.

(SEAL)

My Commission Expires:


NOTARY PUBLIC





[Signature] 1st JUDICIAL DISTRICT
Instrument 2022-0028878-D-J1
Filed/Recorded 11/30/2022 3:56:01 PM
Total Fees 27.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39503
(228) 832-8550
File #211333
STATE OF MISSISSIPPI

Indexing Instructions:
Pct NW 1/4 of SW 1/4 of Sec. 12-7-11
Harrison County, MS.

COUNTY OF HARRISON

DEED IN LIEU OF FORECLOSURE

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **BECK LEWIS, LLC**, a Mississippi limited liability company, 12473 Dedeaux Road, Gulfport, MS. 39503-601-927-3137, does hereby convey and warrant, unto **BYRON T. BOYDEN** and wife, **ANN BOYDEN**, as tenants by the entirety with full rights of survivorship and not as tenants in common, 12120 O'Neal Road, Gulfport, Ms 39503, 228-323-1672, the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

A certain real parcel of land situated in Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 12, Township 7 South, Range 11 West, Harrison County, Mississippi, said point being in the centerline of Dedeaux Road, run East along the said centerline of Dedeaux Road a distance of 532.0 feet to a point; thence run South a distance of 30.0 feet to a point in the South right-of-way line of said Dedeaux Road, said point being the Point of Beginning, thence run East along the said South right-of-way of Dedeaux Road a distance of 100.0 feet to a point, thence run South a distance of 300.0 feet to a point; thence run West a distance of 100.0 feet to a point; being North a distance of 300.0 feet to the Point of Beginning. The herein described parcel contains 30,000 square feet or 0.6887 acre more or less.

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THIS DEED is made, executed and delivered to the Grantee in lieu of foreclosure of that

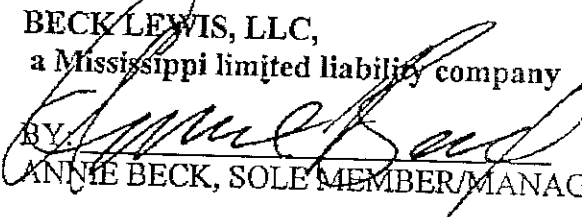
certain Deed of Trust by and between BECK LEWIS, LLC, a Mississippi limited liability company, in favor of MARK C. ORGLER, Trustee, for BYRON T. BOYDEN and wife, ANN BOYDEN, dated December 30, 2019, and recorded as Instrument #2020-192-T-J1, thereof in the Land Records of Mortgages and Deeds of Trust on Land of Harrison County, Mississippi.

BYRON T. BOYDEN and wife, ANN BOYDEN, agreement to accept this deed in lieu of their rights to foreclosure under said Deed of Trust is predicated and conditioned upon the warrant and representations of BECK LEWIS, LLC, that there are no other liens, conveyances, mortgages or other interest in the property which prevent this Deed from conveying fee simple title to the Grantee. In the event of the breach of these warranties and representations, BYRON T. BOYDEN and wife, ANN BOYDEN, or their successors or assigns retains all rights to foreclose upon said Deed of Trust.

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

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

IN WITNESS WHEREOF, BECK LEWIS, LLC, a Mississippi limited liability company, has caused this conveyance to be executed by its duly authorized Sole Member/Manager, she having first been duly authorized to do so, on this the 29th day of November, 2022.

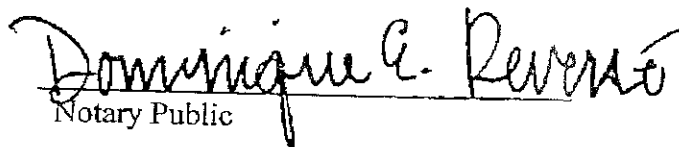
BECK LEWIS, LLC,
a Mississippi limited liability company
BY: 
ANNIE BECK, SOLE MEMBER/MANAGER

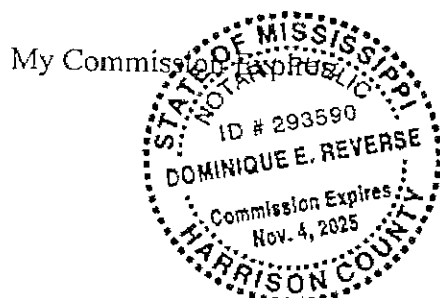
STATE OF MISSISSIPPI

COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, ANNIE BECK, SOLE MEMBER/MANAGER of Debtor, the above named BECK LEWIS, LLC, a Mississippi limited liability company, who acknowledged that for and on its behalf, she signed, sealed and delivered the foregoing Deed in Lieu of Foreclosure on the day and year therein mentioned as its act and deed, being first duly authorized so to do.

Given under my hand and official seal of office, this the 29th day of November, 2022.


Notary Public





The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	502207	Print Legal Ad-IPL01525800 - IPL0152580		\$55.45	1	44 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, January 25, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th 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 24 th Avenue.

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This the 19th day of December 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0152580
Jan 10 2024

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:
01/10/24

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

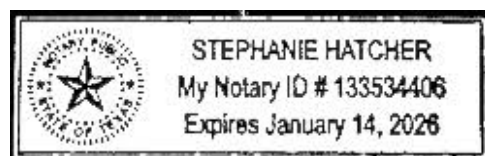
Stefani Beard

Sworn to and subscribed before me this 10th day of
January in the year of 2024

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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Technical Report

ZONING TEXT AMENDMENT

GENERAL INFORMATION

Case File Number: 2401PC006

Hearing Date: January 25, 2024

Legal: Zoning Text Amendment 2401PC006, by owners Byron and Ann Boyden, Amendments to the Comprehensive Zoning Ordinance, to amend Section III. District Regulations (K) Chart of Permitted Uses to allow Contractor's Office with limited indoor storage in B-1 zoning districts.

TECHNICAL DETAILS

The applicant requests to amend the text to the zoning ordinance to allow for a Contractor's Office with limited indoor storage to be allowed within B-1 (Neighborhood business) zoning districts. Specifically, the applicant requests the Contractor's Office use to be allowed by right within B-1 (Neighborhood business) zoning districts.

By allowing a citywide change and not just a site specific, this would allow a greater intensity commercial use than what is currently allowed within B-1 zoning districts by right, and further erode the buffer between commercial areas and residential areas.

As per the Chart of Permitted Uses, Contractor's offices with limited indoor storage are allowed in B-2, T6, B-4, I-1, I-2, and I-3 zoning districts by right, and are more abundant (see maps). While the proposed B-1 zoning offers a minor addition of available areas for the Contractor's Office use, a majority of the proposed zoning districts directly abut residential uses (see maps).

EXECUTIVE SUMMARY

Due to the availability of multiple zoning districts that allow for the proposed use by right, allowing heavy commercial uses to move into neighborhood business areas would further erode any buffer provided between heavy commercial uses and residential areas.

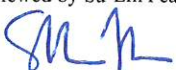
DIRECTOR APPROVAL

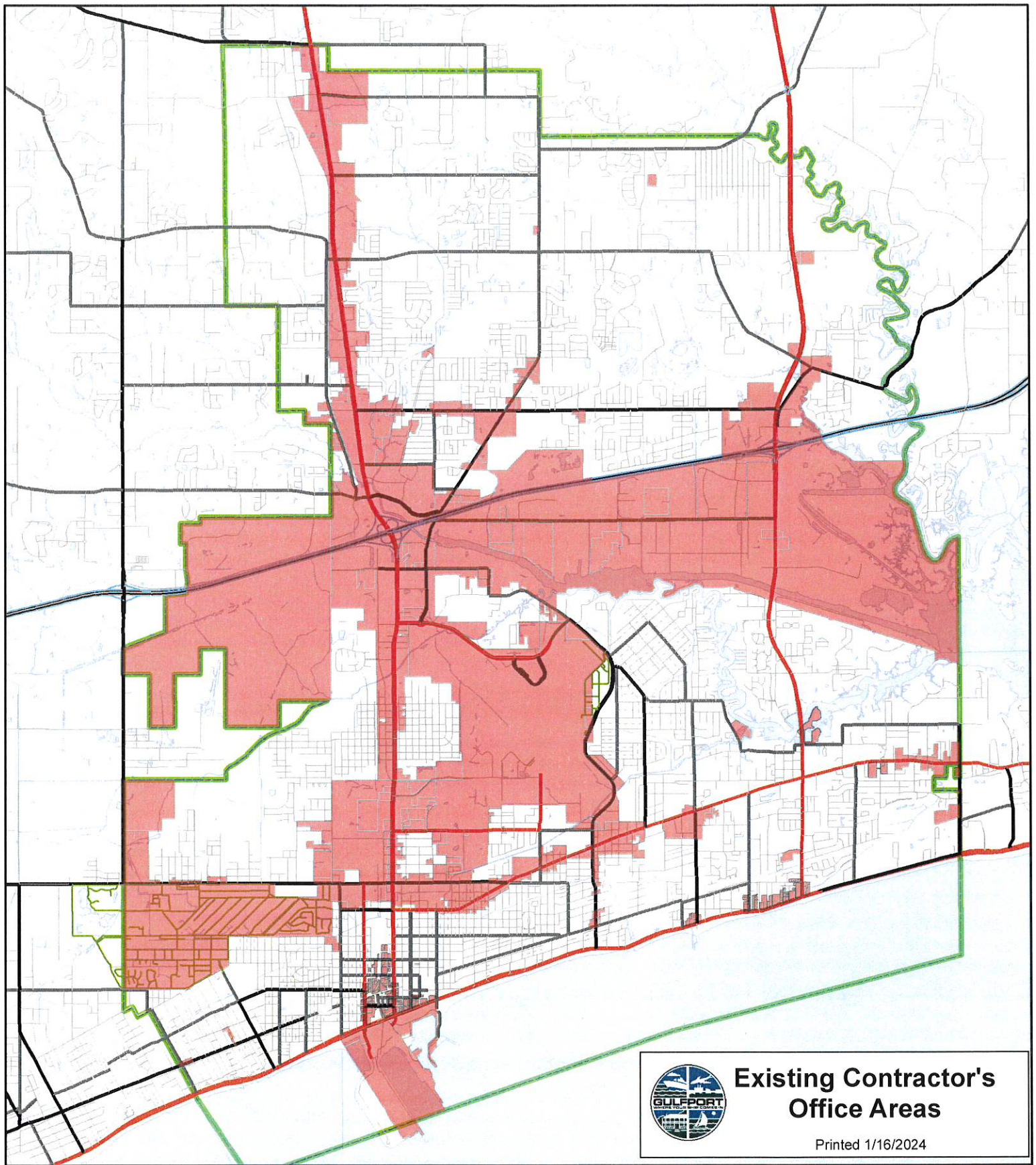
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



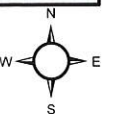


- Interstate Highway
- Principal Arterial
- Minor Arterial
- Collector
- Minor/Residential
- Access Ramp
- Military
- Alley
- WaterFeatures
- Contractor's Office



Existing Contractor's Office Areas

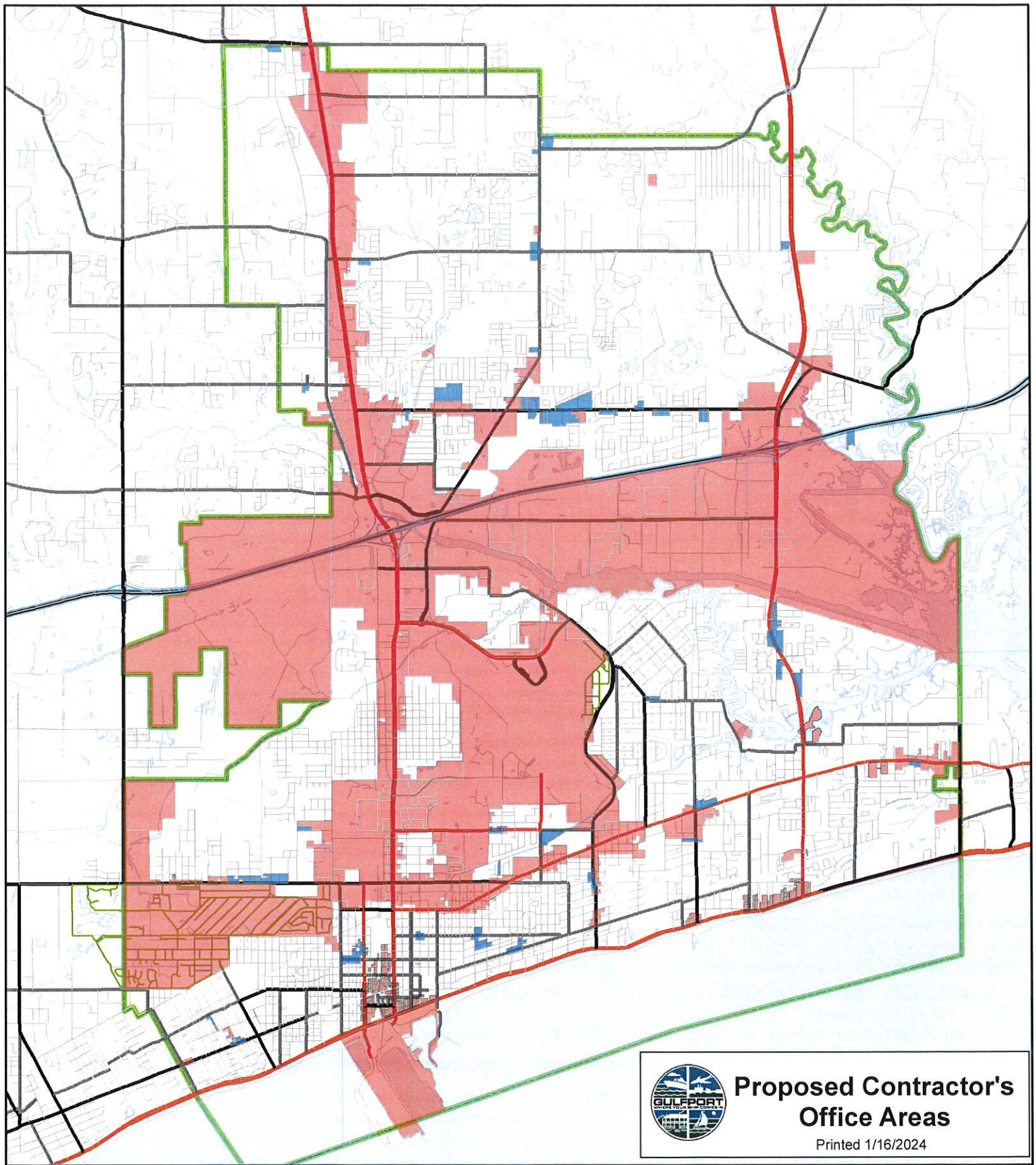
Printed 1/16/2024



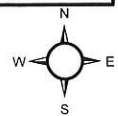
1 inch = 6,500 feet

DATA DISCLAIMER:

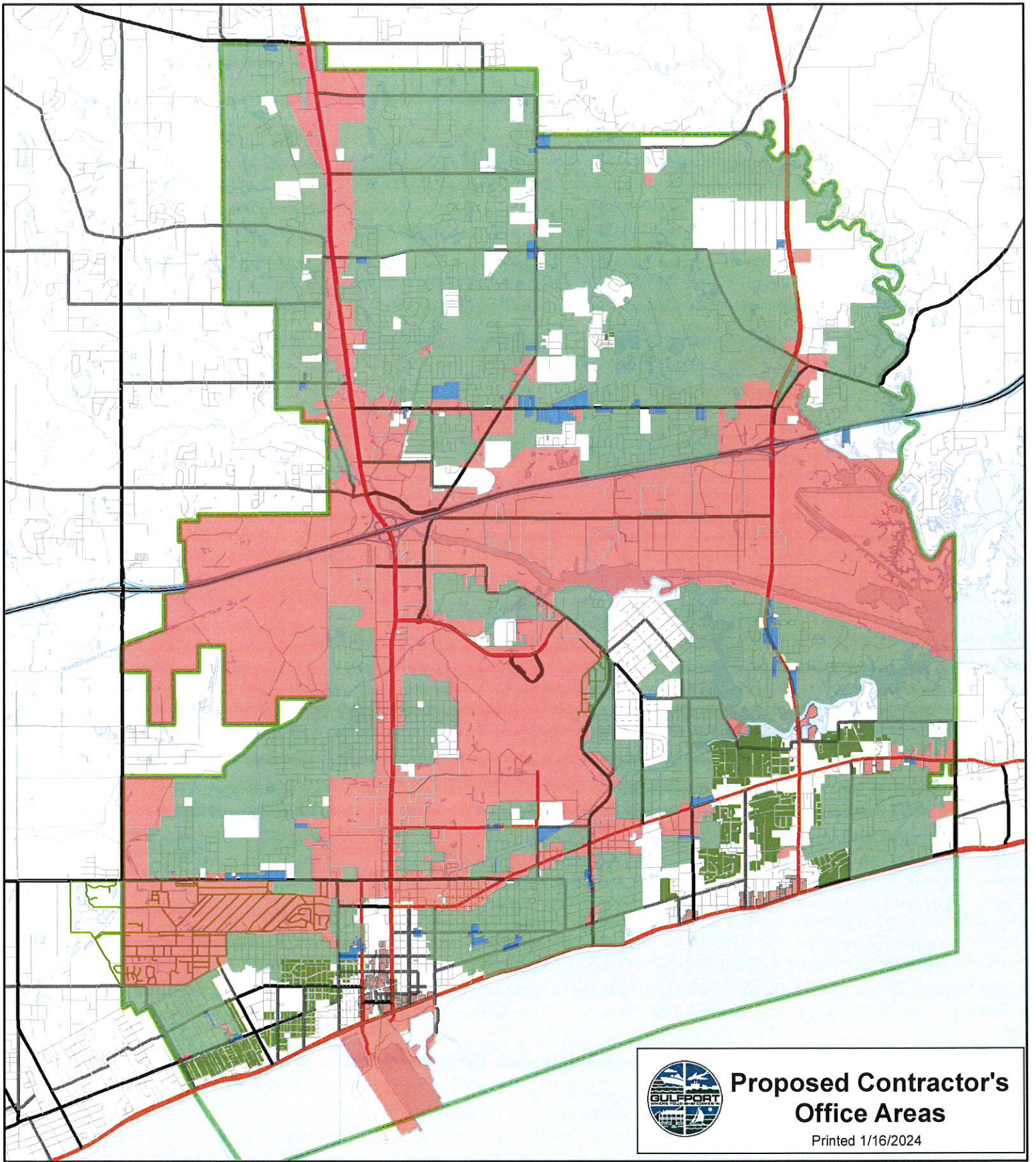
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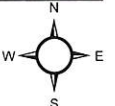
1 inch = 6,500 feet



Proposed Contractor's Office Areas

Printed 1/16/2024

- | | |
|------------------------|-------------------------|
| Proposed Zoning | Contractor's Office |
| Residential (Transect) | Residential (Euclidean) |
| Interstate Highway | |
| Principal Arterial | |
| Minor Arterial | |
| Collector | |
| Minor/Residential | |
| Access Ramp | |
| Military | |
| Alley | |
| Water Features | |



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