AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, MAY 23, 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. <u>Planning Commission Meeting - April 25, 2024</u>

G. Announcements

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

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. <u>Anyone speaking today is asked to complete a "Speaker's Card".</u>

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. <u>Planning Commission Decision</u>

1. <u>Planning Commission Approval 2405PC062: (Deferred to June meeting)</u>

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

2. <u>Planning Commission Approval 2405PC065: (Withdrawn by Planning Staff)</u>

Planning Commission Approval 2405PC065, by agent Amies Sparkman, seeking approval for an automotive dealership of less than 50 vehicles, Tax Parcel 0910N-01-024.000, 3224 D Ave, Zoned B-2 (General-business), Ward 4

3. <u>Special Exception 2405SE067:</u>

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

4. <u>Planning Commission Approval 2405PC074:</u>

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single-family), Ward 4

5. <u>General Plan 2406PC081:</u>

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

6. <u>General Plan 2406PC082:</u>

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot

townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

H2. Planning Commission Recommendation

1. Zoning Map Amendment 2312PC140: (Remanded back by City Council, Tabled to May meeting due to applicant not being present.) (Withdrawn by Applicant)

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

2. Zoning Map Amendment 2404PC057: (Tabled to May meeting)

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

3. Zoning Map Amendment 2405PC063:

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

4. Zoning Map Amendment 2405PC066:

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

I. Reports

J. Unfinished Business

K. Other Business

K1. Other Business

General Plan 2305PC051, owner is requesting an extension to the Southern Breeze Estates Phase 2 general plan on May 25, 2023. Tentative approval shall be effective for a maximum period of one (1) year unless, the planning commission grants an extension if the final plat was not submitted within the time limit and can resubmit the general plan for tentative approval.

L. Adjournment

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, April 25, 2024, 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 **4:28pm .**

D. Determination of a Quorum: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:
KEITH WILLIAMS
WM. PRINCE JONES
VIRGINIA ADOLPH
DOUG HANCOCK BJ SELLERS
TIM DAIGLE JR
BRYAN JACOBS
BILL WILLIAMS

BOARD MEMBERS ABSENT:
CHARLIE HEWES
HAROLD SPANN
CHRIS ROMANO

STAFF MEMBERS PRESENT:
SU-LIN FEATHERSTON
RHONDA GADDIS
LESLIE ERVIN

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

Motion by **Mr. Hancock** and seconded by **Mrs. Adolph** to approve Minutes of the **March 28, 2024,** 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. <u>Routine Agenda</u>

H1. Planning Commission Decisions

1. **<u>Planning Commission Approval 2404PC047:</u>**

Planning Commission Approval 2404PC047, by owner Tricia Roberts, seeking approval for a mobile home use, Tax Parcel 0810D-02-065.000, 2913 Polk Street, Zoned R-1-5 (Single-family), Ward 3

Speaking for the Petition: Tricia Roberts

Speaking against the Petition: None

Motion: Mr. Hancock motion to approve request – with conditions

Second: Mr. Jones to approve request - with conditions

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

Action: Motion carried unanimously

2. **<u>Planning Commission Approval 2404PC055:</u>**

Planning Commission Approval 2404PC055, by agent Deberah Couvillion, seeking approval for a mobile home use, Tax Parcel 0907I-03-019.000, Kelly Street, Zoned R-1-5 (Single-family), Ward 6

Speaking for the Petition: Deberah Couvillion

Speaking against the Petition: None

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

Second: Mr. Hancock to approve request - with conditions

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

Action: Motion carried unanimously

3. **General Plan 2404PC058: (Moved to May Meeting)**

General Plan 2404PC058, by agent Freddie Fountain, seeking approval for a 44-lot townhome subdivision with three outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

4. **Tree Permit Appeal 2405PC068:**

Tree Permit Appeal 2405TP068, by owner Greg Smith, seeking to appeal the arborist's decision for Tree Permit 2402TP036, 1011D-01-007.000, 1123 Ocean Drive, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Speaking for the Petition: Greg Smith

Speaking against the Petition: Piper Regan, Alan Featherston (City Arborist)

Motion: Mr. Bill Williams motion to deny request

Second: Mr. Jacobs to deny request

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

Action: Motion carried unanimously

5. **General Plan 2406PC077:**

General Plan 2406PC077, by agent Kenneth Jones, seeking approval for an 84-lot subdivision with six outparcels (Swan Landing Estates), Tax Parcel 0807G-01-001.000, South Swan Road, Zoned R-1-15 (Single-family), Ward 7

Speaking for the Petition: Ryne Hand, Kenneth Jones

Speaking against the Petition: Linda Goforth, Jerry Goforth, Ricky Dombrowski, Lamar Gray, Joe Moffett, Pamela Mixon, Lisa Albert, Christopher Sweebe

Motion: Mr. Bill Williams motion to approve request – with conditions

Second: Mr. Hancock to approve request - with conditions

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

Action: Motion carried 6:1

H2. Planning Commission Recomendation

6. **Zoning Map Amendment 2312PC140: (Remanded back by City Council):**

Zoning Map Amendment 2403PC020, by owner David Cospelich, Request rezone to B-1 (Neighborhood Business), Tax Parcels 0907H-02-001.001, 0907H-02-002.000, 1007E-01-002.000, 1007E-01-003.000, Zoned R-1-10 (Single Family Residence), River Road, Ward 6

Speaking for the Petition:

Speaking against the Petition:

Motion: Mrs. Adolph motion to table to next meeting due to applicant not being present at the meeting.

Second: Mr. Daigle

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

Action: Motion carried unanimously

7. **<u>Zoning Map Amendment 2404PC051:</u>**

Zoning Map Amendment 2404PC051, by owner Hector Rojas, requesting to rezone Tax Parcel 0710M-01-012.006 to R-2 (Single-family), 5914 28th Street, Zoned B-2 (General Business), Ward 1

Speaking for the Petition: Hector Rojas

Speaking against the Petition: Ian Nuschke

Motion: Mrs. Adolph motion to approve request – with conditions

Second: Mr. Jacobs to approve request - with conditions

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

Action: Motion carried unanimously

8. **<u>Zoning Map Amendment 2404PC057:</u>**

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Speaking for the Petition:

Speaking against the Petition:

Motion: Mrs. Adolph motion to table to next meeting due to applicant requesting more time to prepare

Second: Mr. Jones

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

Action: Motion carried unanimously

9. **Zoning Text Amendment 2405PC069:**

Zoning Text Amendment 2405PC069, by City of Gulfport, seeking approval of amendment Section 9-106(c) of the Code of Ordinances (Sign Ordinance) to exempt certain signs on a building or structure that is owned and operated by a commission or authority created pursuant to Miss. Code Ann. § 21-27-13 from certain requirements of the Sign Ordinance and to provide a means for the review and approval of the same, and for related purposes.

Speaking for the Petition: Margaret Murdox (City of Gulfport Assistant Attorney), Kevin Coggin

Speaking against the Petition: None

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

Second: Bill Williams to approve request - with conditions

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

Action: Motion carried unanimously

K. Other Business

K1. Other Business

General Plan 2305PC049, owner is requesting an extension to the approved River Pointe Estates general plan on May 25, 2023. Tentative approval shall be effective for a maximum period of one (1) year unless, the planning commission grants an extension if the final plat was not submitted within the time limit and can resubmit the general plan for tentative approval.

Speaking for the Petition: Luke Moron

Speaking against the Petition: None

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

Second: Mr. Sellers to approve request - with conditions

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

HAROLD SPANN – Absent
BILL WILLIAMS – Yea

Action: Motion carried unanimously

I. Adjournment

There being no further business, a Motion was made by **Mr. Sellers** to adjourn, seconded by **Mrs. Adolp** and carried unanimously. The meeting adjourned at **7:27 pm .**

_____ Date: _____
William Prince Jones, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: Planning Commission Decision

MEMORANDUM

To: City of Gulfport Planning Commission

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

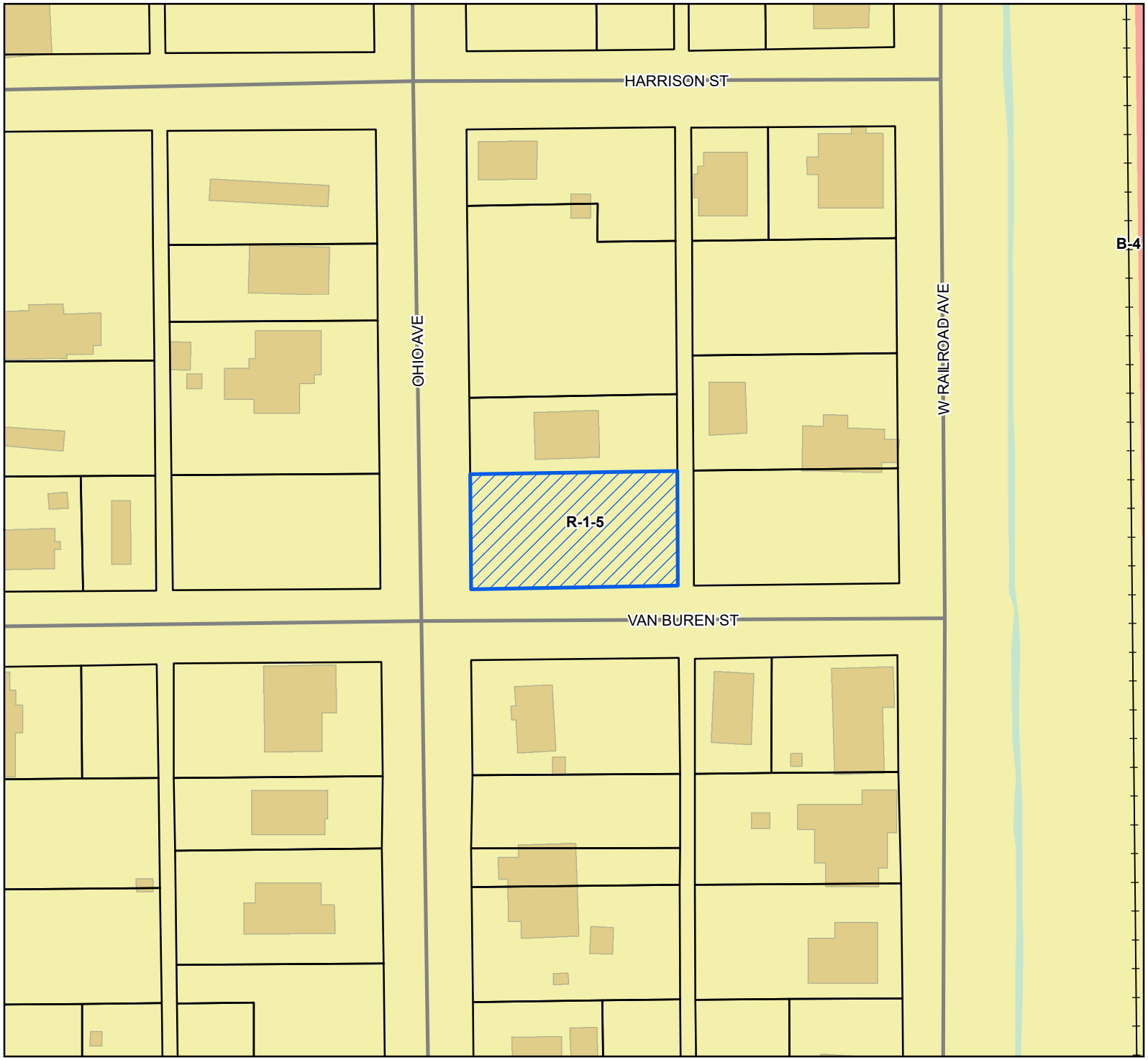
Date of Hearing: May 23, 2024

Re: **Planning Commission Approval 2405PC062: (Deferred to June meeting)**

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

2405PC062

Planning Commission Approval



Site
Street
Railroad
Parcels
Buildings
Water Features
City Limit

Zoning

B-4 - Highway Business District

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

Site Information

0810D-02-021.000
Zoning:R-1-5 (Single-Family)
Size: 10117.3 sqft
Flood: X

0 10 20 30
Yards

1 inch = 90 feet

N W E S

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2405PC062
Date Received: 4/1/24
Receipt Number: 12686157
Received By: JJ / RG
Zoning: R-1-5
Ward: 3 Flood: X
Size: 10117.37 sqft

Property Information

TAX PARCEL # 0810 - 02 - 021.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 8286 Ohio Ave Gulfport, MS. 39501

Lot(s) 28 TO 32, Block(s) 199, Subdivision North Gulfport

General Location:

GENERAL DESCRIPTION OF REQUEST:
I would like to place a mobile Home on This Property (16X76)

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.

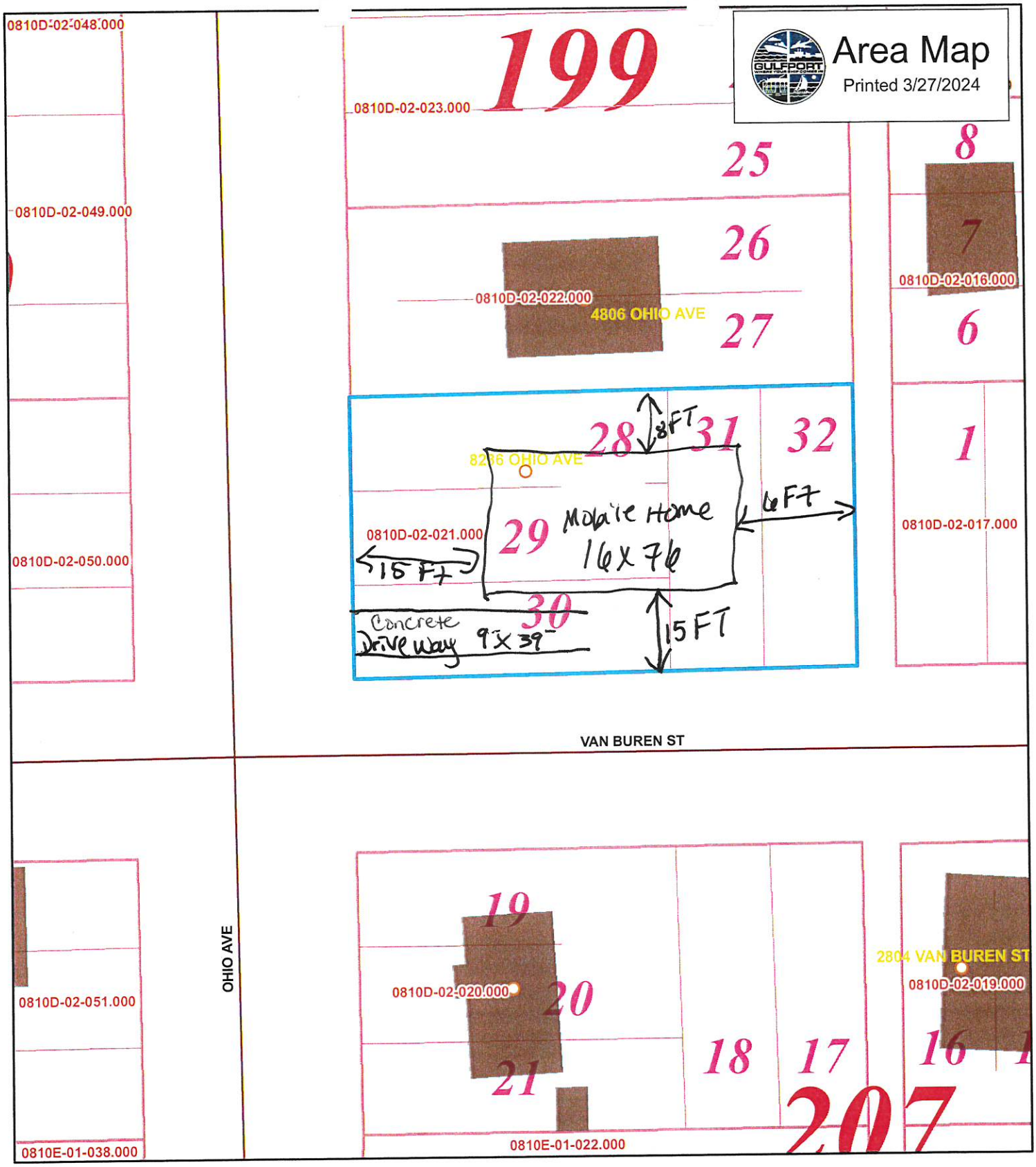
OWNER	AGENT
Alice R. Fairley	ISIS A. Payton
Printed Name of Owner	Printed Name of Agent
4823 West Railroad Ave	15325 Harrison Street
Mailing Address	Mailing Address
Gulfport MS 39501	Gulfport MS 39501
City State Zip code	City State Zip code
228-731-8490 / 228-229-2743	228-229-2743 / 228-896-8220
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Isispayton@aol.com	Isispayton@aol.com
Email	Email
X Alice Rose Fairley	
Signature of Owner	Signature of Agent

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

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

Area Map

Printed 3/27/2024



Initial and date here:

Planner: _____

Owner: _____

Contractor: _____

N
W E
S

1 inch = 34 feet

Addresspoints
sde.DBO.Streets
Parcels

DATA DISCLAIMER:
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Planning Commission-

Parcel # 08100-02-021.000

Transportation & Access: The placement of my home will not disrupt the flow of traffic in anyway or access to any surrounding property/ properties, or roadway(s) respectively. Additionally, there will be no congestion issues within the limits of my property lines. I will only utilize this home as my primary residence.

Water Supply: The placement of my home will not disrupt any Water Supply, the home located on the property will have utility connection and will be connected by a licensed contractor. The water supply to my home is appropriate for this property because this will be used as my primary residence and only for that use.

Waste Disposal: The Waste Disposal will be appropriate for my property because this will be my primary residence and there will be no additional waste disposal other than what the average waste disposal is for a person living at their primary residence.

Fire and Police Protection: Fire and Police protection will be able to access my property with no issues. There will be no vehicle(s) parked in the roadway which could potentially block them from getting to their destination in the case of an emergency.

Other Public Facilities: If any other Public Facilities would need to access my property, roadway, or around my property, the placement of my home will not be disruptive in anyway. There will be no vehicle(s) blocking the roadway for any other Public Facilities to access.

Why The Proposal Will Not Cause Undue Traffic Congestion or Create A Traffic Hazard: The request for this placement will not cause any undue traffic or any traffic hazard(s), due to this being utilized solely as my primary residence. My property will stay clean and will not cause any disruptions to traffic.

Why The Proposal Is In Harmony With The Orderly and Appropriate Development of The District In Which The Use Is Located: The home that I am placing on the property abides by the requirements of the code located in the City of Gulfport. I am placing a 2024 Mobile Home, in which my neighboring parcels have mobile homes on. Additionally, I agree to keep my property and home up to code ordinance and abide by any required ordinance in the district in which my home is located. This will be my primary residence and I will take responsibility and pride in my home that I place on my property.

Gulfport MISSISSIPPI ONE COAST

Designation of Agent

I, Alice Fairley (PRINT NAME), being property owner of 0810D-02-021-000 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize Tsis Payton (PRINT NAME) 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.

X Alice Rosa Fairley 4-1-24

Signature *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1st day of April, 20 24

Samuel Sweeting 05/22/2027

Notary Public *Commission Expiration*

STATE OF MISSISSIPPI
SAMUEL SWEETING
ID NO. 358116
Commission Expires
05/22/2027
NOTARY PUBLIC
HARRISON COUNTY

COMMISSIONER
2009
DL
Class
R
the Hospitality
DRIVER LICENS
FAIRLEY, ALICE W
Lic No 587483386
Issue Date
03-17-2005
Expires 03-21-2009
Birth Date
03-21-1951
Wt Sex Ht
165 F 5-04
Class Restrictions
R 1
550610905
Endorsements
REN
FAIRLEY, ALICE W
4823 WEST RAILROAD AVE
GULFPORT, MS 39501

STATE OF ALABAMA

Certificate of Marriage

MOBILE COUNTY

I, Don Davis, Judge of the Probate Court in and for the said County and custodian of the Marriage Records thereof, do hereby certify that the said Marriage Records show that on the 9th *day of* November 2001.

THE RITES OF MATRIMONY

were celebrated between

Book 242

Page No. 1145

Mr. BANKS JACKSON 03/10/1923 *and*

Ms. ALICE ROSE FAIRLEY 03/21/1951

By RICHARD T JOHNSON JR MARRIAGE OFFICIAL

Given under my hand and Seal of said Court, this 14th *day of* November 2001

Don Davis *Judge of Probate, Mobile County, Alabama*

1st Judicial District
Instrument Number 2001 7088 D
Filed 10 1 2001 10 34 A
Total Fees 8.00
Book 1557 Page 157 Recorded 10-2-01

BOOK 1557 PAGE 157

CHANCERY CLERK'S CONVEYANCE
LAND SOLD FOR TAXES
(SECTION 9958, CODE OF 1942)

ENTERED ON COMPUTER

THE STATE OF MISSISSIPPI
HARRISON

Sale No 98 JD 1 P - 1257
Parcel 0810D-02-021.000

BE IT KNOWN THAT E. K. BATEY, TAX COLLECTOR OF SAID COUNTY HARRISON, DID, ON THE 31ST DAY OF AUGUST 1999. ACCORDING TO LAW, SELL THE FOLLOWING DESCRIBED LAND, SITUATED IN SAID COUNTY AND ASSESSED TO FAIRLEY, CHARLIE

DESCRIPTION OF LAND	SEC.	TWP.	RANGE
LOTS 28 TO 32 INC BLK. 199 NORTH GULFPORT SECS. 27/28-7-11	28	7	11

FOR THE TAXES ASSESSED THEREON FOR THE YEAR 1998 WHEN ALICE R. FAIRLEY BECAME THE BEST BIDDER THERFORE, AT AND FOR THE SUM OF 85 DOLLARS AND 34 CENTS $85.34 AND THE SAME NOT HAVING BEEN REDEEMED, I, THEREFORE SELL AND CONVEY ABOVE DESCRIBED LAND TO THE SAID ALICE R. FAIRLEY

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 26TH DAY OF SEPTEMBER 2001

CHANCERY CLERK

COSTS TO BE PAID BY PURCHASER WHEN THIS DEED IS MADE

RECORDING FEE	8.00	DEED FEE	1.00
ISSUING FIRST NOTICE	2.00	MAILING FIRST NOTICE	1.00
LIENOR NOTICE		OWNER TITLE SEARCH	20.00
ISSUING SECOND NOTICE	5.00	MAILING SECOND NOTICE	2.50
LIENOR NOTICE			
TOTAL CHANCERY FEES			39.50
PUBLICATION FEES			3.50
SHERIFF FEES			.00
TOTAL AMOUNT DUE FROM PURCHASER			$43.00

STATE OF MISSISSIPPI, HARRISON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY OF LAW IN AND FOR THE COUNTY AND STATE, AFORESAID THE WITHIN NAMED, JOHN MCADAMS, CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE, WHO ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE FOREGOING INSTRUMEN ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE AT MY OFFICE THIS 26TH DAY OF SEPTEMBER 2001

Barbara J Sauer

TITLE Notary 2-27-2004

PREPARED BY: GRANTOR
JOHN MCADAMS
P. O. DRAWER CC
GULFPORT, MS 39502
2288654033

RETURN TO: GRANTEE
ALICE R. FAIRLEY
4823 WEST RAILROAD AVE
GULFPORT, MS 39501
2288682877

INDEXING INSTRUCTIONS:

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	87500	0810D-02-021.000	FAIRLEY ALICE R (OWNER)	4823 W RAILROAD AVE	GULFPORT	MS	39501
			PAYTON ISIS (AGENT)	15325 HARRISON ST	GULFPORT	MS	39501
N			**Adjacent Property Owners (2405PC062)**				
	50622	0810E-01-023.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	50556	0810D-02-023.000	BLACKWELL JOSEPHINE L	17263 EXCALIBUR CIR	GULFPORT	MS	39503
	50567	0810D-02-056.000	CHAMBERLAIN MCARTHUR	4814 INDIANA AVE	GULFPORT	MS	39501
	50551	0810D-02-016.000	DANIELS BRUNETTA M -ESTATE-	4807 W RAILROAD AVE	GULFPORT	MS	39501
	87498	0810D-02-020.000	GRUBBS LATTIE MAE	4720 OHIO AVE	GULFPORT	MS	39501
	50560	0810D-02-050.000	HALL WILLIE B -EST-	4803 OHIO AVE	GULFPORT	MS	39501
	50604	0810D-02-051.000	HENDERSON RETHA ETAL	P O BOX 1094	GULFPORT	MS	39502
	50568	0810D-02-055.000	MCINNIS L M & SHIRLEY -L/E-	4819 INDIANA AVE	GULFPORT	MS	39501
	50616	0810E-01-021.000	MINGO EDNA MAE	4713 W RAILROAD AVE	GULFPORT	MS	39501
	50621	0810E-01-022.000	MISKELL MARGIE	4716 OHIO AVE	GULFPORT	MS	39501
	124805	0810D-02-014.001	PAYTON JOHN R & ISIS A	15325 HARRISON ST	GULFPORT	MS	39501
	50569	0810D-02-054.000	PAYTON THOMAS -ESTATE-	4800 INDIANA AVE	GULFPORT	MS	39501
	101454	0810D-02-054.001	PAYTON THOMAS J -ESTATE-	4800 INDIANA AVE	GULFPORT	MS	39505
	50603	0810E-01-038.000	PITTMAN ELAINE	4711 OHIO AVE	GULFPORT	MS	39501
	50557	0810D-02-022.000	ROLLINS HELEN P -EST-	4030 PONDEROSA DR	GULFPORT	MS	39501
	87495	0810D-02-017.000	SIMS HARRY & GEORGIA C	9520 MARINA DR	OCEAN SPRINGS	MS	39564
	50602	0810E-01-037.000	VALENCIA AARON	707 E POTTER DR	PHOENIX	AZ	85024
	50555	0810D-02-024.000	WALKER RUBY J	4820 OHIO AVE	GULFPORT	MS	39501
	50618	0810D-02-019.000	WASH DAVID L & ELVRETIS D	2804 VAN BUREN ST	GULFPORT	MS	39501
	87519	0810D-02-049.000	WASHINGTON ARLEANER P	4809 OHIO AVE	GULFPORT	MS	39501
	50563	0810D-02-048.000	WHITE BRANDON RASHAAD	4203 MICHIGAN AVE	GULFPORT	MS	39501
	50552	0810D-02-015.000	WILLIAMS TIFFANE LAKISHA	13201 SUNVIEW COVE	VANCLEAVE	MS	39565
	50617	0810D-02-018.000	YOUNG ANTHONY Q ETAL	4723 W RAILROAD AVE	GULFPORT	MS	39501

2405PC062

Planning Commission Approval

Legend

- Site
- Adjacent Properties
- Street
- Buildings

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: **Planning Commission Approval 2405PC065: (Withdrawn by Planning Staff)**

Planning Commission Approval 2405PC065, by agent Amies Sparkman, seeking approval for an automotive dealership of less than 50 vehicles, Tax Parcel 0910N-01-024.000, 3224 D Ave, Zoned B-2 (General-business), Ward 4

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

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

Date of Hearing: May 23, 2024

Re: **Special Exception 2405SE067:**

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2405SE067

Hearing Date: Zoning Board May 16, 2024
Planning Commission May 23, 2024

Current Zoning/Use: B-2 / Commercial Business

Legal: Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

TECHNICAL DETAILS

The applicant requests a Special Exception to allow a tattoo shop located at 2033 E. Pass Road, Unit B. A site visit was conducted by staff, it appears that the applicant meets all distance requirements of 1,000 feet from any school, liquor store, museum or library. The site is located between Hotworx yoga studio and Coast Day Spa. In addition, staff noted that the site is equipped with the required parking (23 parking spaces, front and back) of a tattoo shop and the other established businesses. With the surrounding businesses being mixed use, the tattoo shop would be in harmony with the surrounding area.

EXECUTIVE SUMMARY

Upon staff review of the submitted application and site visit, the site parking lot provides onsite turnaround and exceeds the number of required parking spaces for the proposed use.

Any approval should consider these conditions:

1. Approval would allow the use of a tattoo shop.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/29/2024.

Public Works: No conditions. Memo dated 05/2/2024.

Traffic and Safety: No comment as of 05/7/2024.

Building Code Services: Must meet all current building codes and City of Gulfport Ordinances. Memo dated 04/26/2024.

GIS: No conditions. Memo dated 05/01/2024.

Technical Report

SPECIAL EXCEPTION

Police Department: No comment as of 05/07/2024.

Fire Department: No conditions. Memo dated 04/25/2024.

City Arborist: No conditions. Memo dated 04/25/2024.

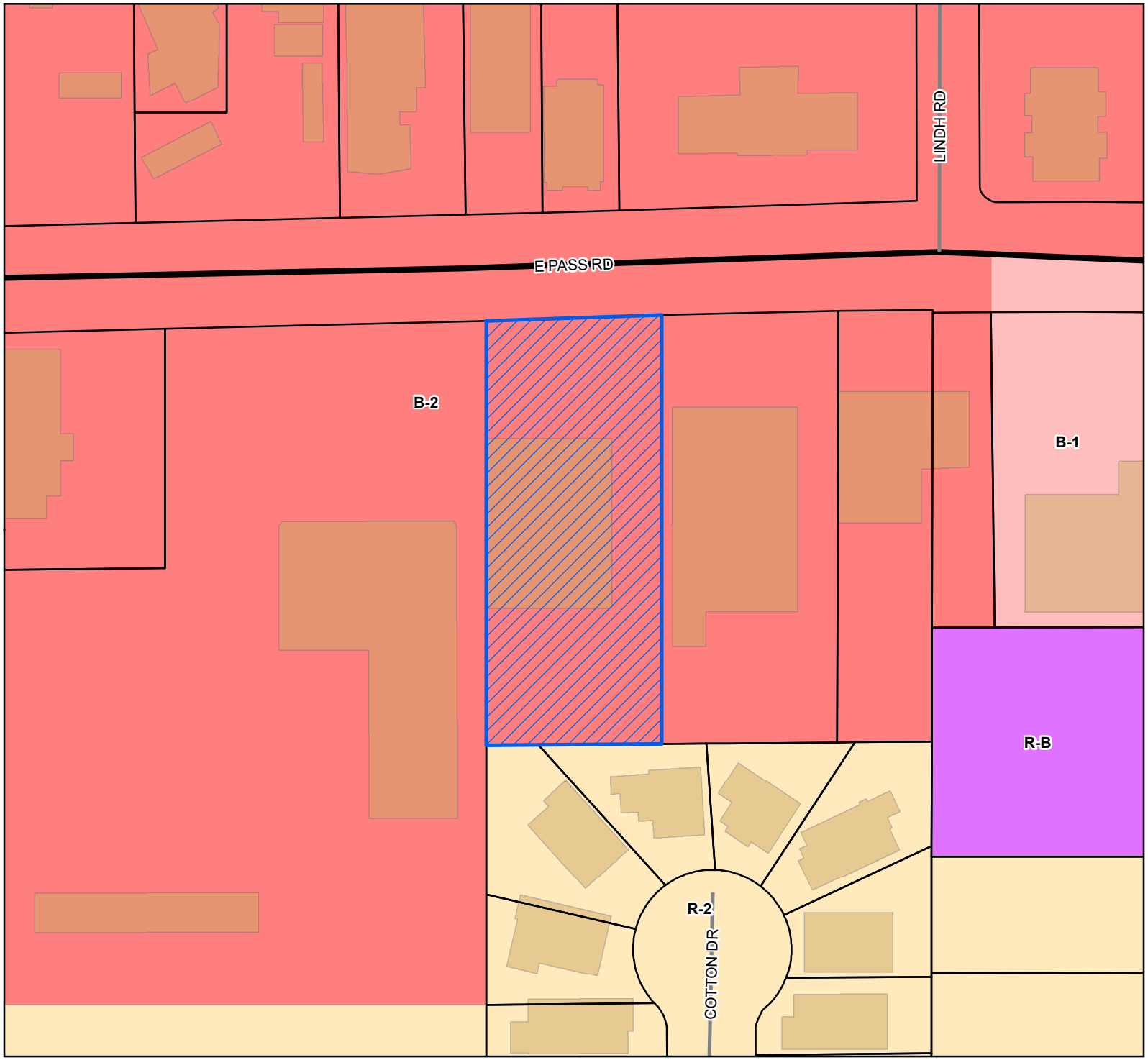
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2405SE067

Special Exception



Site
US or State Highway
Street
Parcels
Buildings
City Limit

Zoning

B-1 - Neighborhood Business District
B-2 - General Business District
R-2 - Single Family Residence District (Medium Density)
R-B - Residence-Business District

Site Information

1010G-03-003.002
Zoning:B-2 (General Business Districts)
Size: 31824.8 sqft
Flood: X

0 10 20 30
Yards

1 inch = 90 feet

N W E S

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

CASE NUMBER
2405SE067
RG 4-2-24

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

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS
(A separate submission form is required for each request)

- [ ] **Appeal of Planning Administrator**
- [ ] **Excessive Height**
- [ ] **Fence Variance**
- [x] **Special Exception**
- [ ] **Variance**

TAX PARCEL NUMBERS

1 0 1 0 6 - 0 3 - 0 0 3 . 0 0 2	- - .
- - .	- - .
- - .	- - .

Property Address: 2033 E PASS ROAD UNIT B Gulfport, MS 39507

Lot(s)_____ Block(s) _____ Subdivision_____

General Description of Request: The Reason for this request is to open a tattoo shop at this location.

OWNERSHIP AND CERTIFICATION:

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

OWNER:	AGENT:
	FRANNIE JACKSON
Printed Name of Owner	Printed Name of Agent
	14365 AUTUMN CHASE
Mailing Address	Mailing Address
	Gulfport MS 39503
City State Zip Code	City State Zip Code
	2285634181
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
	fjacksonlever@gmail.com
Email	Email
Signature of Owner	Signature of Agent

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application. We can only accept applications with original signatures.

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

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Special Exception Submissions

NOTE: The criteria below outlines each Board's requirements. Each Board does not need to be addressed separately; you may consolidate these responses when appropriate. Keep in mind, however, each item must be thoroughly addressed.

A WRITTEN STATEMENT MUST BE SUBMITTED TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS ADDRESSING THE FOLLOWING:

_____ **The following, where applicable must be addressed:**

- Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- Off-street parking and loading areas where required, with particular attentino to those items listed in the above bullet statement and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
- Refuse and service areas, with particular reference to the two items in the above.
- Utilities, with reference to the location, availability, and compatibility.
- Screening and buffering with reference to type, dimensions, and character.
- Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properites in the district.
- Required yards and other open space.
- General compatibilty with adjacent properties and other property in the district.
- Over view of why the special exception will be in harmony with the general purpose and intent of the Zoning Ordinance.

A WRITTEN STATEMENT MUST BE SUBMITTED TO THE PLANNING COMMISSION ADDRESSING THE FOLLOWING:

NOTE: The uses listed below are permitted upon approval of location and the site plan thereof by the Planning Commission as being appropriate.

_____ **The following, where applicable must be addressed:**

- Transportation and access
- Water supply and waste disposal
- Fire, police protection and other public facilities
- Not causing undue traffic congestion for creating a traffic hazard, as as being in harmony wit the orderly and appropriate development of the district in which the use is located.

Gulfport
MISSISSIPPI

DESIGNATION OF AGENT

I, Spin Doctor LLC being property owner of 2033 E. Pass Rd Suite B
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application hereby authorize Franshie Jackson to act as
PRINT NAME

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 petiton.

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

SIGNATURE 3-26-24 DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26th day of March, 20 24

NOTARY PUBLIC 5-14-2027 COMMISSION EXPIRATION

STATE OF MISSISSIPPI
LAUREN HADLEY WATSON
NOTARY PUBLIC
Harrison County
Commission Expires
May 14, 2027
COMMISSION NUMBER 127710

COVENANT AFFIDAVIT

I, Spin Doctor LLC being property owner or agent of the property 2033 E. Pass Rd Suite B
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

SIGNATURE

3.26.24
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26th day of March, 20 24.

NOTARY PUBLIC

5-14-2027
COMMISSION EXPIRATION

STATE OF MISSISSIPPI
LAUREN HADLEY WATSON
NOTARY PUBLIC
Harrison County
Commission Expires
May 14, 2027
COMMISSION NUMBER 127710

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Spindoctor Properties, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1193144
Status:	Good Standing
Effective Date:	11/07/2019
State of Incorporation:	Mississippi
Principal Office Address:	440 Green Teal Ct, 440 Green Teal Ct Biloxi, MS 39531

Registered Agent

Name

Ivan M. Spinner
440 Green Teal Court
Biloxi, MS 39531

Officers & Directors

Name	Title
Ivan M. Spinner 440 Green Teal Court Biloxi, MS 39531	Manager

1. Ingress and Egress to the property has clear access in case of emergency, also safe for pedestrians and also has good traffic flow onto Pass Rd. See pg 37 of site plan.

2. There is no off street parking. Parking for tenants and customers will be in the Front and Rear of the building. See pg 37 of site plan.

3. Trash dumpsters are located in the Rear of the building in the East Rear corner. See pg 37 of site plan.

4. All utility services is located in the Rear of the building and is clear for servicing. (Electric meter box, water meter & disconnect and cleanouts).

5. The is no bushes or shrubs in front of the building except a small patch of grass in the front of the parking lot thats roughly 2' x 32' in dimension

6. There will be a low lit sign above the unit displaying the shops name.

7. There is no required yardage for the business.

8&9 In regards to general compatibity with other properties and harmony with the general purpose of the zoning ordinance; the business will cater to the same high end clientele as the surrounding business. Also continue to match esthetics of the surrounding business as well.

1. There will be no problem with transportation or access as per pg 37 on the site plan.

2. Water supply & disposal will be provided from the city

3. Fire, police protection & other public facilities will be provided by the city of Gulfport.

4. See Answer #1 at the top of this page.

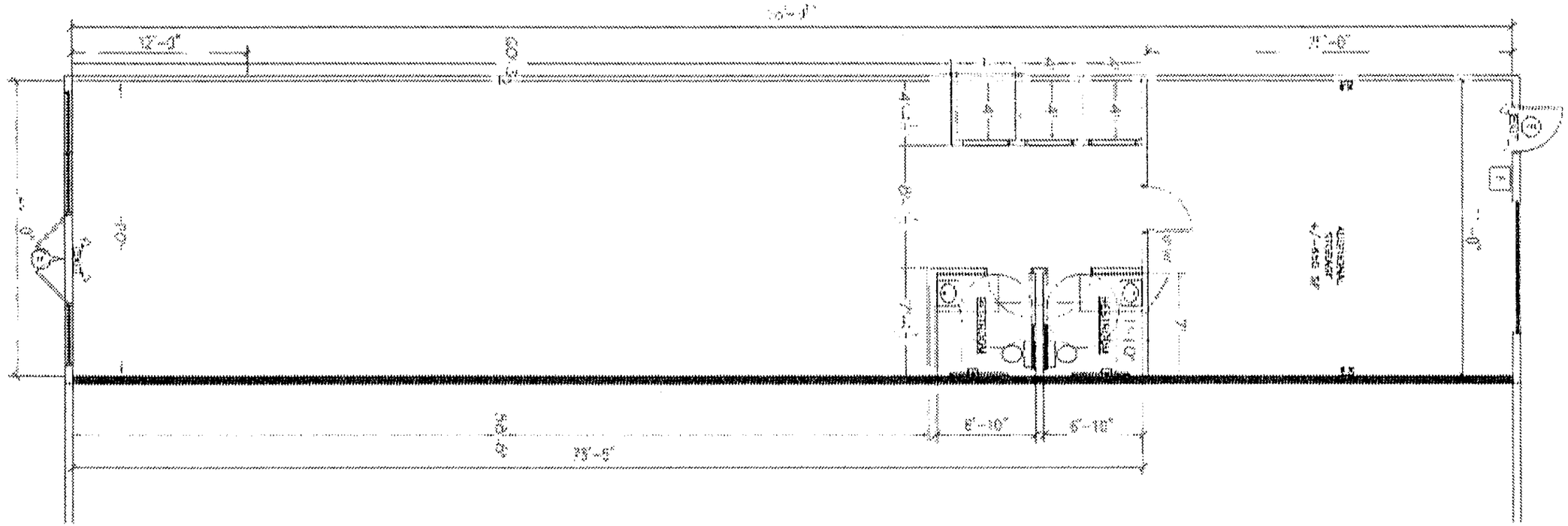
4/15/24

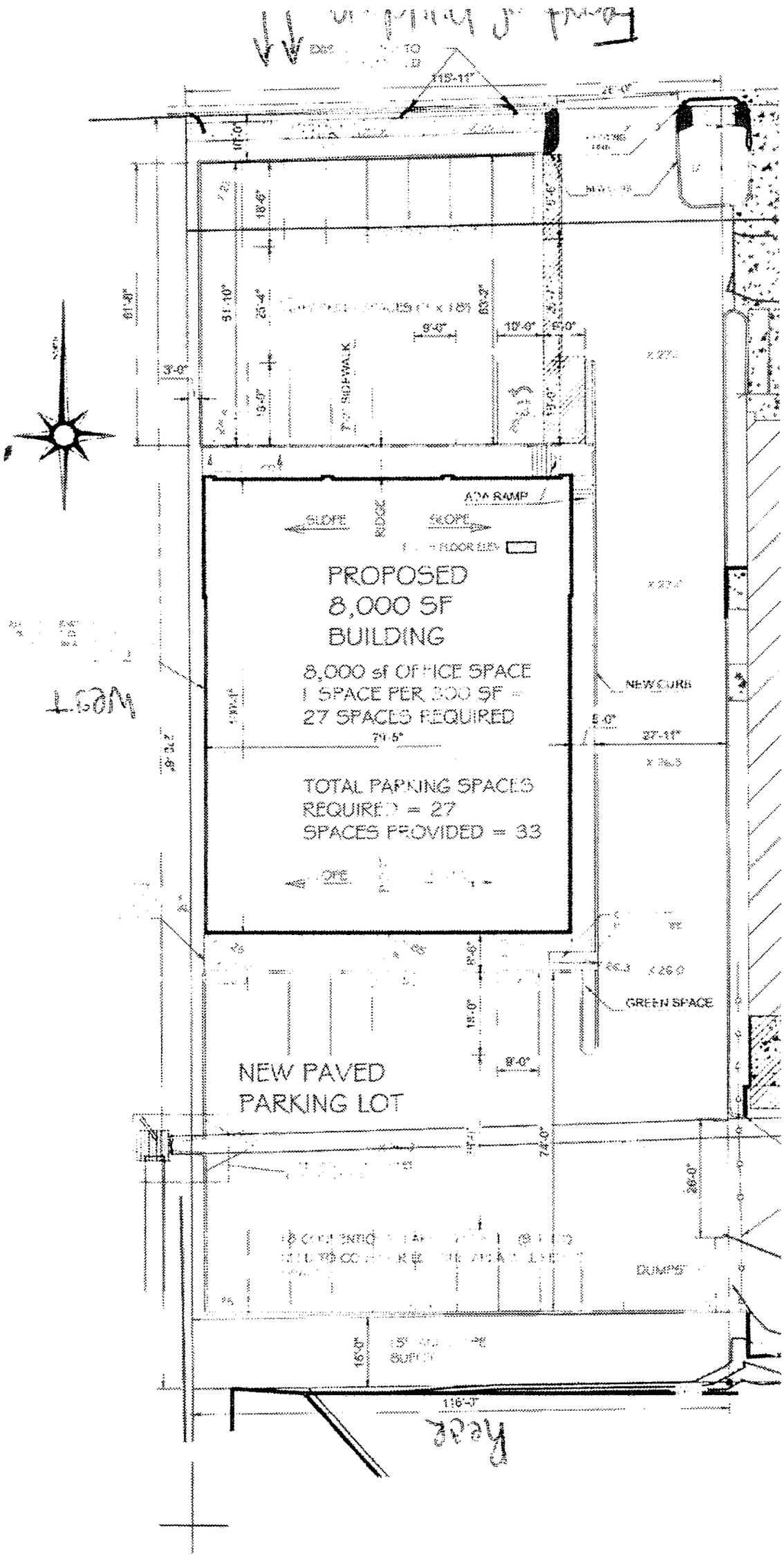
I Franhie Jackson propose that the tattoo parlor meets the distant requirements set forth herein.

4/15/24

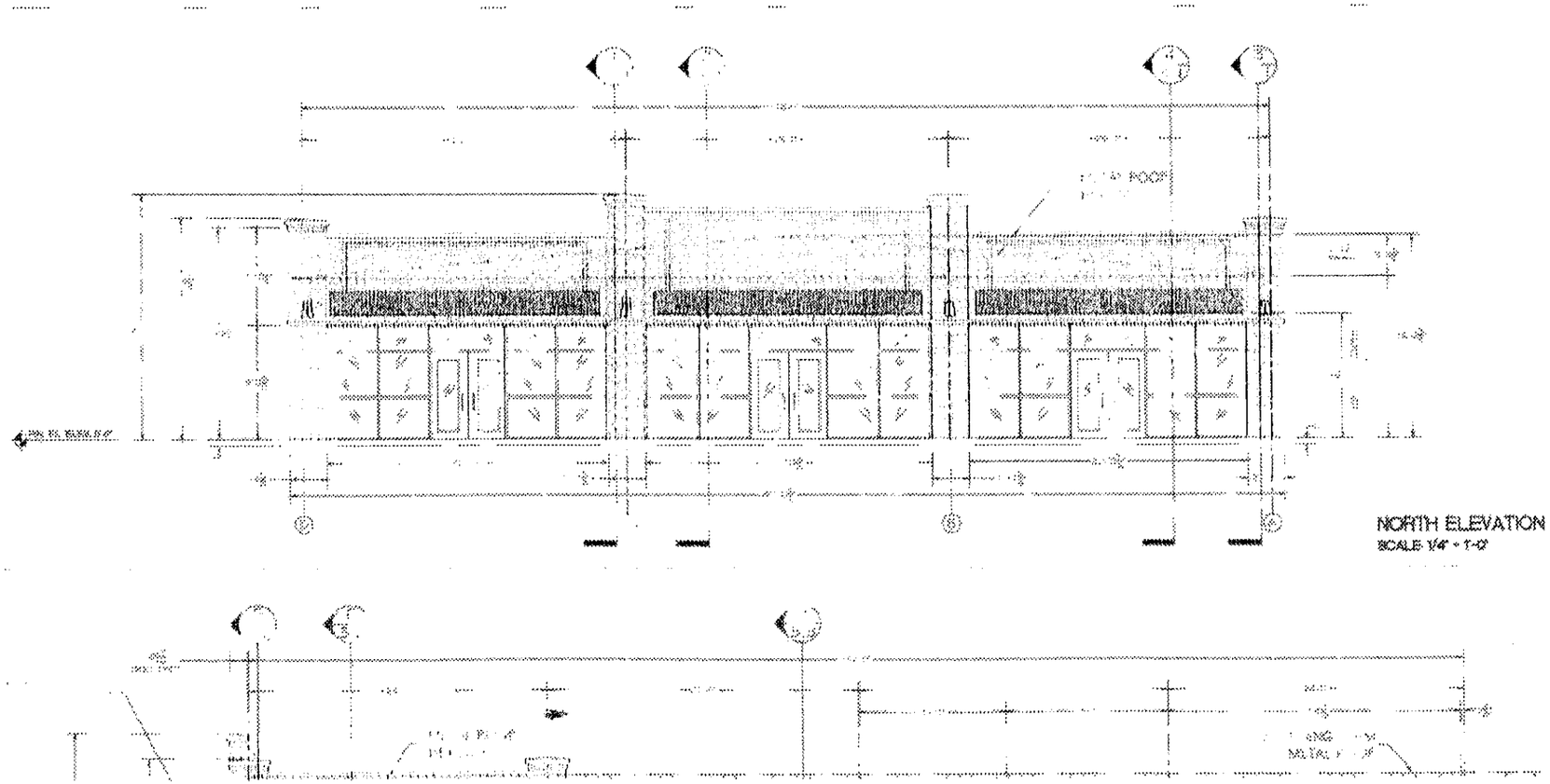
Rhonda Gaddis
4/15/25

STATE OF MISSISSIPPI
RHONDA GADDIS
ID NO. 347783
Commission Expires
04/11/2027
NOTARY PUBLIC
HARRISON COUNTY


12'-4"
8'-10"
6'-10"
29'-5"


PROPOSED
8,000 SF
BUILDING
8,000 sf OFFICE SPACE
1 SPACE PER 300 SF =
27 SPACES REQUIRED
TOTAL PARKING SPACES
REQUIRED = 27
SPACES PROVIDED = 33
NEW PAVED
PARKING LOT
SLOPE
SLOPE
ADA RAMP
NEW CURB
GREEN SPACE
DUMPS
WEST
EAST

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



NORTH ELEVATION
SCALE: 1/4" = 1'-0"

S.D.S

New Retail Space
2033 Pass Road

1st Judicial District
Instrument 2020 708 D – J1
Filed/Recorded 1/22/2020 02:55 P
Total Fees $ 26.00
5 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
File #200116

Index as follows:
Part of Section 29, T7S, R10W
Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

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

JERNIGAN PROPERTIES, LLC
A Mississippi Limited Liability Company
229 DEBUYS ROAD
GULFPORT, MS 39507
(228) 896-7574

and

TSG REAL ESTATE, LLC
A Mississippi Limited Liability Company
440 GREEN TEAL COURT
BILOXI, MS 39531
(954) 662-3500

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

SPINDOCTOR PROPERTIES, LLC
A Mississippi Limited Liability Company
440 GREEN TEAL COURT
BILOXI, MS 39531
(954) 662-3500

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

Attached hereto as Exhibit "A"

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

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

WITNESS THE SIGNATURES of the Grantors on this the 22 day of January, 2020.

JERNIGAN PROPERTIES, LLC

BY: _____
JEREMY JERNIGAN, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named **JEREMY JERNIGAN**, who acknowledged to me that he is the **Manager/Member** of **JERNIGAN PROPERTIES, LLC, A Mississippi Limited Liability Company,** who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said company, having been duly authorized so to do.

WITNESS my signature and official seal of office on this the 22nd day of January, 2020.

Celeste Paige
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32174
CELESTE PAIGE
Commission Expires
March 22, 2023
HARRISON COUNTY

WITNESS THE SIGNATURE of the Grantor on this the 22 day of January, 2020.

SPINNER REAL ESTATE PROPERTIES, LLC

BY:_____
IVAN M. SPINNER, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named **IVAN M. SPINNER**, who acknowledged to me that he is the **Manager/Member** of **SPINNER REAL ESTATE PROPERTIES, LLC, A Mississippi Limited Liability Company,** who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said company, having been duly authorized so to do.

WITNESS my signature and official seal of office on this the 22nd day of January, 2020.

Celeste Paige
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 32174
CELESTE PAIGE
Commission Expires
March 22, 2023
HARRISON COUNTY

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

Parcel of land situated and being located in Section 29, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to wit:

Commencing at the Southeast Corner of Block Sixteen (16), GREAT SOUTHERN GOLF ESTATES, UNIT THREE (3), thence run North 00 degrees 08 minutes 05 seconds West, a distance of 525.11 feet along the East line of GREAT SOUTHERN GOLF ESTATES, UNIT Three (3), and the East line of the property of Entex to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 08 minutes 05 seconds West a distance of 279.00 feet along the East line of Entex property to the Southerly margin of Pass Road; thence run North 89 degrees 14 minutes 01 seconds East a distance of 115.97 feet along the Southerly margin of Pass Road; thence run South 00 degrees 08 minutes 05 seconds East, a distance of 279 feet; thence run South 89 degrees 14 minutes 01 seconds West, a distance of 115.97 feet to the Point of Beginning. Parcel contains 32,353 square feet, more or less.

AND ALSO

An easement situated in the Southeast Quarter of the Southwest Quarter (SE 1/4 of the SW 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows with the bearings based on State Plane Grid North (MS East Zone 2301):

Commencing at the Southeast Corner of Lot Sixteen (16), GREAT SOUTHERN GOLF ESTATES, UNIT THREE (3); thence North 00 degrees 08 minutes 05 seconds West 525.11 feet (record) to a One Half Inch (½") iron rod found; thence North 00 degrees 14 minutes 40 seconds West 278.50 feet to a One Half Inch (½") iron rod found on the South margin of E. Pass Road; thence along said South margin, North 89 degrees 10 minutes 46 seconds East 115.91 feet to a One Half Inch (½") iron rod found; thence further along said South margin, North 89 degrees 17 minutes 06 seconds East 4.00 feet to the point of beginning; thence further along said South margin, North 89 degrees 17 minutes 06 seconds East 109.96 feet to a One Half Inch (½") iron rod found; thence South 00 degrees 32 minutes 39 seconds East 278.96 feet to a One Half Inch (½") iron rod found; thence South 89 degrees 25 minutes 39 seconds West 115.35 feet to a One Half Inch (½") iron rod with cap; thence North 00 degrees 15 minutes 29 seconds West 56.71 feet; thence North 85 degrees 06 minutes 53 seconds East 65.69 feet; thence North 77 degrees 45 minutes 41 seconds East 21.47 feet; thence North 11 degrees 33 minutes 02 minutes East 8.51 feet; thence North 00 degrees 14 minutes 13 seconds West 140.61 feet; thence South 89 degrees 51 minutes 54 seconds West 88.27 feet; thence North 00 degrees 15 minutes 29 seconds West 41.55 feet; thence North 87 degrees 03 minutes 00 seconds East 4.14 feet; thence North 31 degrees 06 minutes 45 seconds East 3.32 feet; thence North 00 degrees 12 minutes 44 seconds West 15.37 feet; thence North 30 degrees 55 minutes 58 seconds West 3.68 feet to the point of beginning, containing 18,190.60 square feet, more or less.

GRANTORS herein retain use and possession of the following described easement:

An Easement situated in the Southeast Quarter of the Southwest Quarter (SE 1/4 of the SW 1/4) of Section 29, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows with the bearings based on State Plane Grid North (MS East Zone 2301):

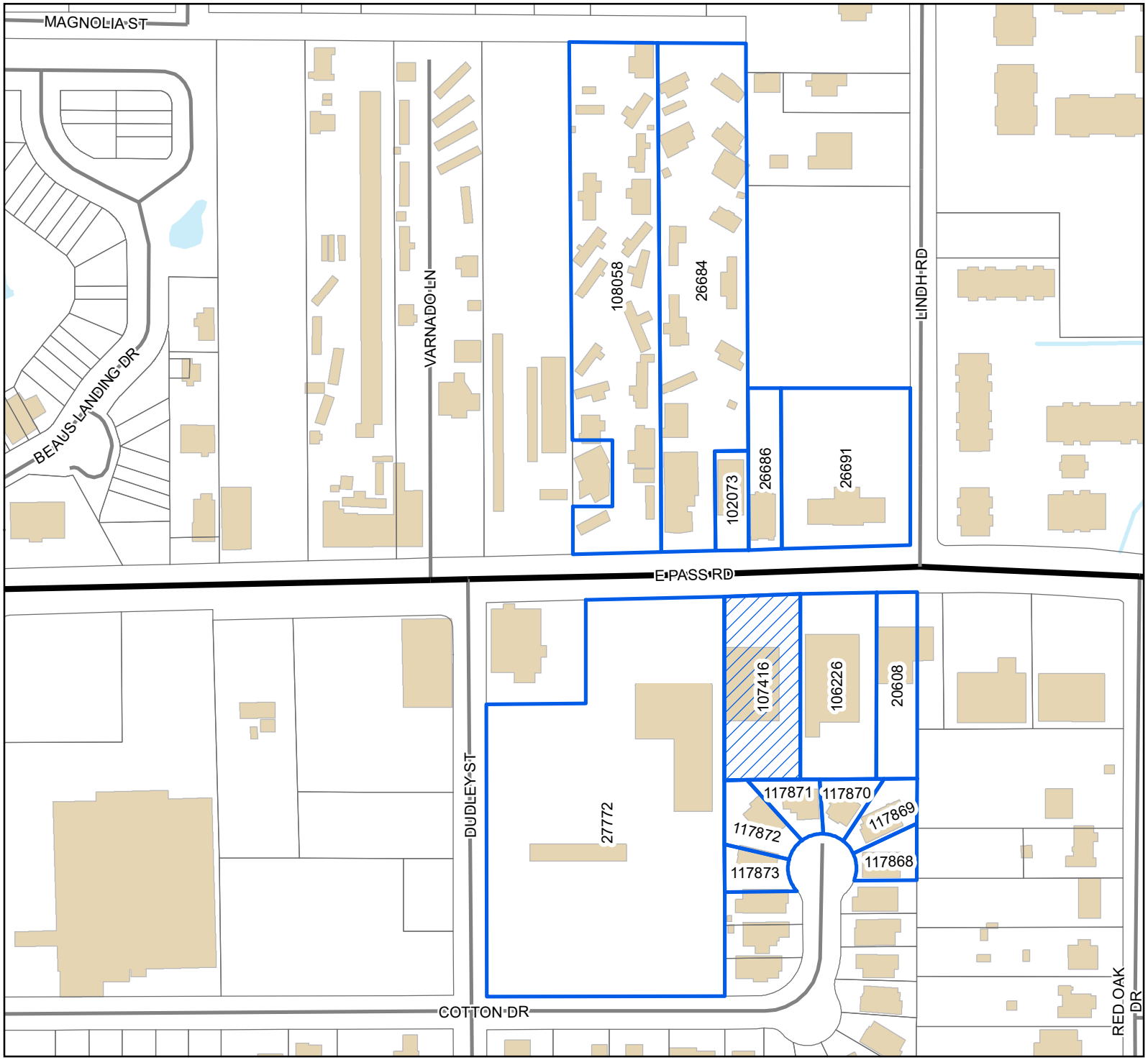
Commencing at the Southeast Corner of Lot Sixteen (16), GREAT SOUTHERN GOLF ESTATES, UNIT THREE (3)3; thence North 00 degrees 08 minutes 05 seconds West 525.11 feet (Record) to a One Half Inch (½") iron rod found; thence North 00 degrees 14 minutes 40 seconds West 278.50 feet to a One Half Inch (½") iron rod found on the South margin of E. Pass Road; thence along said South margin, North 89 degrees 10 minutes 46 seconds East 80.16 feet to the Point of Beginning; thence South 00 degrees 06 minutes 13 seconds West 9.34 feet; thence South 88 degrees 48 minutes 43 seconds West 77.59 feet; thence South 00 degrees 13 minutes 48 seconds East 63.68 feet; thence North 89 degrees 59 minutes 19 seconds East 85.03 feet; thence South 00 degrees 11 minutes 49 seconds East 113.70 feet; thence South 89 degrees 59 minutes 58 seconds West 84.97 feet; thence South 00 degrees 22 minutes 54 seconds East 75.34 feet; thence North 89 degrees 45 minutes 46 seconds East 113.31 feet; thence North 00 degrees 15 minutes 29 seconds West 242.16 feet; thence South 87 degrees 03 minutes 00 seconds West 5.72 feet; thence North 49

degrees 48 minutes 48 seconds West 4.05 feet; thence North 03 degrees 02 minutes 26 seconds West 14.61 feet; thence North 12 degrees 42 minutes 11 seconds East 4.62 feet to the South margin of E. Pass Road; thence along said South margin, South 89 degrees 10 minutes 46 seconds West 27.28 feet, to the Point of Beginning, containing 19,241.85 square feet, more or less.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	107416	1010G-03-003.002	SPINDOCTOR PROPERTIES LLC (OWNER)	440 GREEN TEAL CT	BILOXI	MS	39531
Y			JACKSON FRANKIE (AGENT)	14365 AUTUMN CHASE	GULFPORT	MS	39503
N			**Adjacent Property Owners (2405SE067)**				
	117868	1010G-03-002.010	BETANCOURT TIFFANY ETAL	2444 COTTON DR	GULFPORT	MS	39507
	26686	1010G-02-017.000	CARR GLORIA ANN -L/E-	2138 DRIFTWOOD DR	BILOXI	MS	39531
	108058	1010G-02-019.001	FERNWOOD RETIREMENT PARK LLC	140 SOUTHERN CIR	GULFPORT	MS	39507
	117870	1010G-03-002.012	GOODMAN DARLENE M	2448 COTTON DR	GULFPORT	MS	39507
	117871	1010G-03-002.013	HARRIS CARSON & ELIZABETH	2449 COTTON DRIVE	GULFPORT	MS	39507
	102073	1010G-02-018.001	JONES USA & EDWARD A JR -EST-	2421 BURKE ST	GULFPORT	MS	39507
N	26684	1010G-02-018.000	JONES USA & EDWARD A JR -EST-	2421 BURKE ST	GULFPORT	MS	39507
	117869	1010G-03-002.011	LATIMER KENNETH D	2446 COTTON DRIVE	GULFPORT	MS	39507
	27772	1010G-03-004.000	MISSORAM LLC	106 VAIL	WATCHUNG	NJ	7060
	26691	1010G-02-016.000	NGUYEN MINH ETAL	2090 E PASS ROAD	GULFPORT	MS	39507
	117873	1010G-03-002.015	PETERSEN EVETT E	2445 COTTON DR	GULFPORT	MS	39507
	117872	1010G-03-002.014	SMITH HOLLY W	2447 COTTON DR	GULFPORT	MS	39507
N	20608	1010G-03-001.000	SPINDOCTOR PROPERTIES LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
N	106226	1010G-03-003.001	SPINDOCTOR PROPERTIES LLC	440 GREEN TEAL COURT	BILOXI	MS	39531

2405SE067

Special Exception



Legend

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

0 30 60 90

Yards

1 inch = 208 feet

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S

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

RE: Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 23, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, May 23, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: **Planning Commission Approval 2405PC074:**

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single-family), Ward 4

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2405PC074

Hearing Date: May 23, 2024

Current Zoning/Use: R-1-7.5 / Single-Family Residence

Legal: Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single-family), Ward 4

TECHNICAL DETAILS

The applicant is requesting an administrative office for sign rental as a home occupation. Examples provided by the applicant include rental signs for events such as the birth of a new baby. Additionally, the applicant has stated that there are no protective covenants to prohibit the business.

Concerning how the business is planned to operate, the applicant plans administration and limited storage at the residence with all other function held offsite. Signs and materials are ordered online and stored in the applicant's garage and there will not be any sign manufacturing at the residence. Specifically, the applicant attests that no customers will be at this house. However, it is mentioned in the application that there will be deliveries as needed. Applicant has stated that their business will be open from 8:00 a.m. – 5:00 p.m. each day.

EXECUTIVE SUMMARY

The application meets the requirements for a home occupation that requires Planning Commission Approval. By application it appears the request will have very little impact on the neighborhood.

Any approval should consider these conditions:

1. Approval allows for an administrative office for sign rentals as a home occupation.
2. No customers allowed on premises.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/13/24.

Public Works: No conditions. Memo dated 5/13/24.

Traffic and Safety: No conditions. Memo dated 5/2/24.

Building Code Services: No customers allowed on premises. Memo dated 5/2/24.

Technical Report

PLANNING COMMISSION APPROVAL

GIS:	No conditions. Memo dated 5/8/24.
Police Department:	No comment as of 5/10/24.
Fire Department:	No conditions. Memo dated 5/3/24.
City Arborist:	No conditions. Memo dated 5/2/2024.

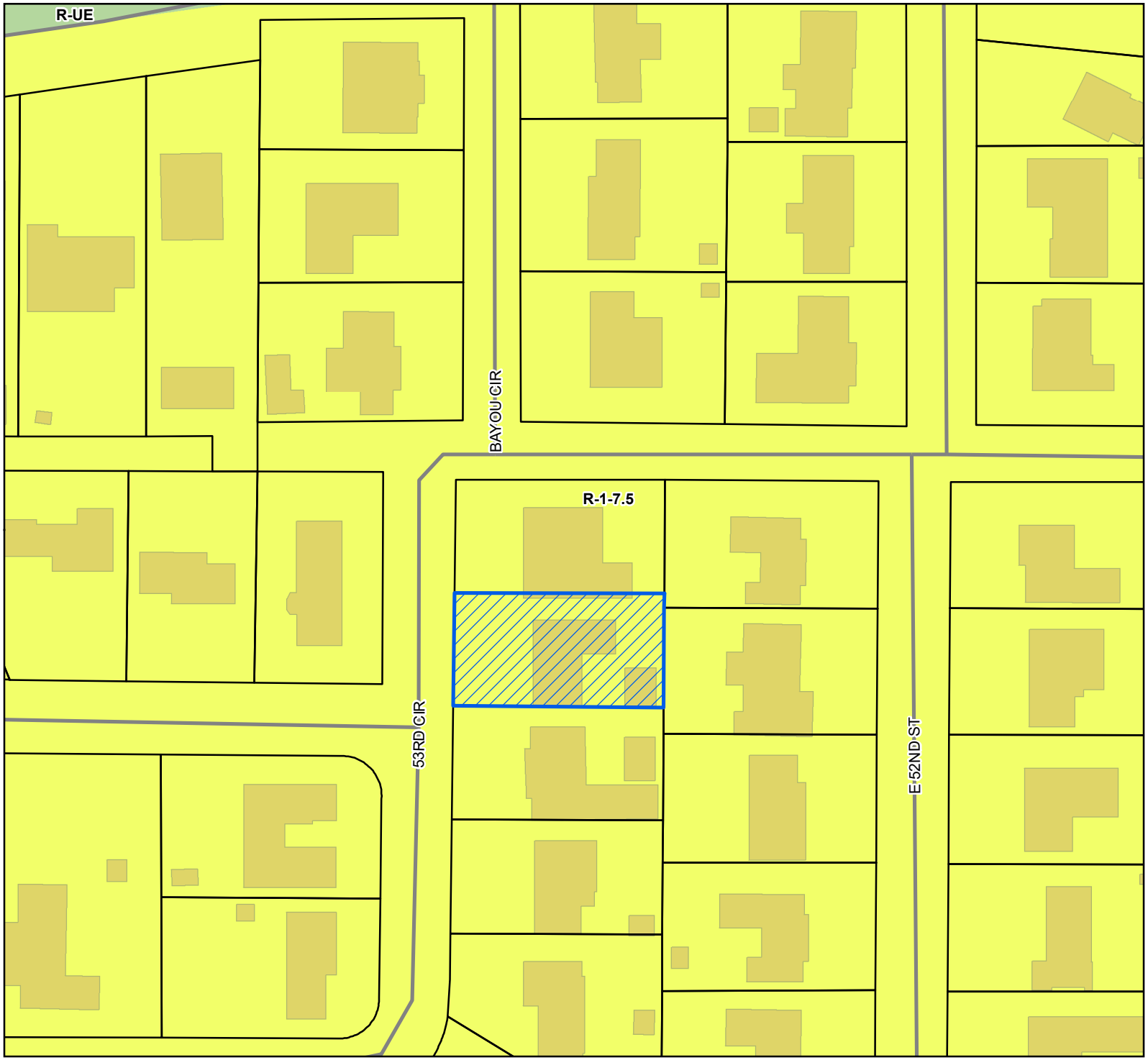
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2405PC074

Planning Commission Approval



Site
Street
Parcels
Buildings

Zoning

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

R-UE - Residential Urban Estate

Site Information

0909J-02-059.000
Zoning:R-1-7.5 (Single-family)
Size: 11871.94 sqft
Flood: X

0 10 20 30
Yards

1 inch = 97 feet

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

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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

For Staff Use Only

Case Number: 2405PC074
Date Received: 4/2/24
Receipt Number:
Received By: Rg
Zoning: R-1-7.5
Ward: 4 Flood:
Size: 16,786.7

Property Information

TAX PARCEL # 0909J-02-059.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 4 53rd Circle, Gulfport, MS 39507

Lot(s) 2, Block(s) 2, Subdivision Bayou View Subdivision

General Location: Bayou View

GENERAL DESCRIPTION OF REQUEST:
Sign rental business, signs will be stored on property

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Anna Claire Copponex Diaz	
Printed Name of Owner	Printed Name of Agent
4 53rd Circle, ~~Gulfp~~	
Mailing Address	Mailing Address
Gulfport MS 39507	
City State Zip code	City State Zip code
228-234-8611	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
clairecoppdiaz@gmail.com	
Email	Email
Anna Claire Copponex Diaz	
Signature of Owner	**Signature of Agent**

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

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

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Anna Claire Copponex Diaz

Address: 4 53rd Circle, Gulfport, MS 39507

Phone: (Home)_____ (Work/Cell) 228-234-8611

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

Name of business or service to be used as home occupation: Gulf Coast Stork Co.

Nature of business: Sign rentals

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. no

Give hours: _____

Later than 5:00 p.m.: no

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: ✓

Personal computer: ✓

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? Yes, as needed

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

Describe size of vehicle making deliveries: UPS / Fedex

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

no customer in person contact at residence

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

Is everything made, manufactured, or provided on site? no

Is special equipment required in production? no

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

Are sales made from the premises? only via phone/computer

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

Local stores on consignment: ____

Arts and crafts or flea markets: ____

Trade shows: ____

Other: ____

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

Yes ____ No ✓

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

Printed Name: Anna Claire Copponex Diaz

Signature: Anna Claire Copponex Diaz

Date: 4/2/2024

Gulf Coast Stork Co. - sign rental business to help families celebrate special occasions i.e. birth of a new baby. There will be no customer in-person contact at residence. Customers will place orders via phone/computer. Rental signs will be stored in garage and delivered/installed to addressee upon customer order. Owner of Gulf Coast Stork Co. will pick up signs after rental period is over.

Company who produces signs: The Stork Lady – signs and materials are ordered and shipped via UPS/FedEx as needed by Gulf Coast Stork Co. owner. Sign manufacturing does not take place at residence.

Description of Signs/ Sample Pictures:

Storks stand 6 feet tall once installed and are made out of PVC plastic material.

Claire Diaz
228-234-8611

Estate

5th Addition to GULFPORT BAYOU VIEW SUBDIVISION.
or plat thereof on file and of record in the
of the First Judicial District of Harrison County.
page 9.

TIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE
AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST

JR INC.

4/2004

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report.

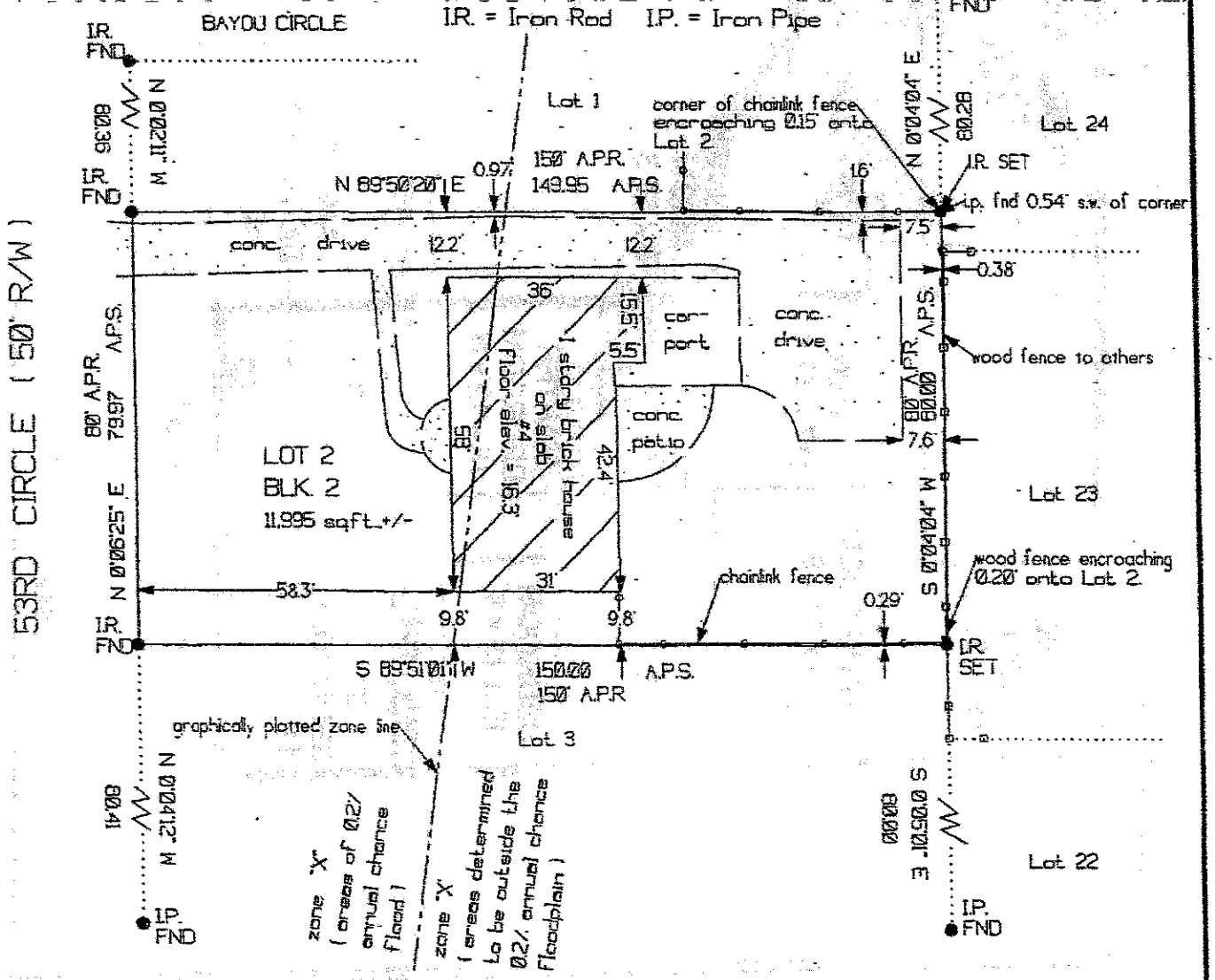
e based
he West

KENNY L. ALSTON
REGISTERED
LS-2529
LAND SURVEYOR
STATE OF MISSISSIPPI

The above described property lies in firm zone X. community panel # 285253-0041-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

I.R. = Iron Rod I.P. = Iron Pipe



1" = 30'
CLASS "B"
DWG. #04-4929

SCANNED

1st Judicial District
Instrument 2018 8241 D – J1
Filed/Recorded 11/16/2018 01:25 P
Total Fees $ 12.00
2 Pages Recorded

Prepared by:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975
MS Bar No. 06963

Return to:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975

WARRANTY DEED

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

REVIEWED

Bobbie S. Harriel,
surviving joint tenant of G. Wallace Harriel
95 Lake Eddins 1638
Pachuta, MS 39347
(228) 860-4421

do hereby sell, convey and warrant unto

Anna Claire Copponex
4 53rd Circle
Gulfport, MS 39507
(228) 234-8611

as joint tenants with full rights of survivorship and not as tenants in common, the following land and property, lying and being situated in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

> Lot Two (2), of the Fifth Addition to Gulfport Bayou View Subdivision, according to the map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; together with all improvements thereon and all aappurtenances in any wise appertaining thereto.

THIS CONVEYANCE is subject to any and all recorded easements, rights-of-way, minerals reservations and restrictive covenants applicable to subject property.

AD VALOREM TAXES for the current year are hereby prorated and assumed as of this date by the Grantee(s) herein.

WITNESS the signature(s) of the Grantor(s) on this the 16th day of November, 2018.

Bobbie S. Harriel

Bobbie S. Harriel

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 16th day of November, 2018, within my jurisdiction, the within named Bobbie S. Harriel, who acknowledged that she signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

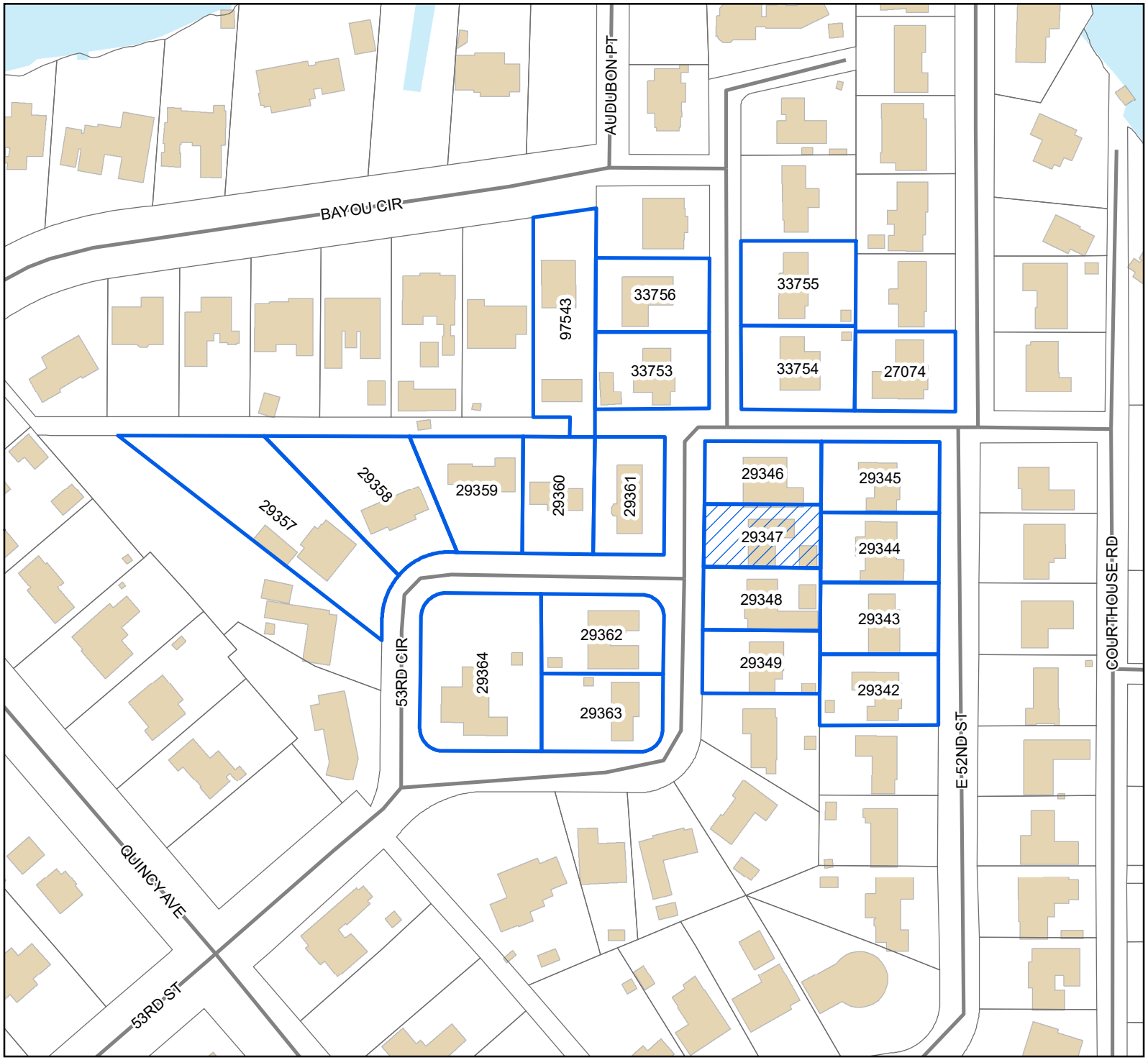
NOTARY PUBLIC
My Commission Expires:

ANN C. ALLEN
Commission Expires
June 13, 2020
HARRISON COUNTY

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	29347	0909J-02-059.000	COPPONEX ANNA CLAIRE (OWNER)	4 53RD ST CIR	GULFPORT	MS	39507
N			**Adjacent Property Owners (2405PC074)**				
	29345	0909J-02-057.000	BULLOCK MELVIN DEREK & CAMERON G	#1 E 52ND ST	GULFPORT	MS	39507
	29362	0909J-02-095.000	CASTON PEGGY D -TRUSTEE-	9 53RD CIRCLE	GULFPORT	MS	39507
	33753	0909J-02-085.000	CLARK JONATHAN KIRK & JENNIFER KING	93 BAYOU CIRCLE	GULFPORT	MS	39503
	29363	0909J-02-096.000	COPPONEX RICHARD J & SUSAN B	PO BOX 7005	GULFPORT	MS	39506
	29361	0909J-02-086.000	FREEMAN TRAVIS W & LINDSEY E	50 53RD ST CR	GULFPORT	MS	39507
	27074	0909J-02-025.000	FRENCH MEGAN CROWE & DANIEL STEPHEN	79 BAYOU CIR	GULFPORT	MS	39507
	29359	0909J-02-088.000	HAHN JOSHUA	54 53RD CIRCLE	GULFPORT	MS	39507
	33754	0909J-02-024.000	HANSON LAURA B	94 BAYOU CIR	GULFPORT	MS	39507
	29343	0909J-02-055.000	HERRIN HARVEY S JR	5 52ND ST EAST	GULFPORT	MS	39501
	29360	0909J-02-087.000	MAYS SKYLER R & EMILY CAMPBELL	52 53RD ST CIR	GULFPORT	MS	39507
	29364	0909J-02-093.000	NEWMAN CYNTHIA ELIZABETH	13 53RD ST CIR	GULFPORT	MS	39507
	29346	0909J-02-058.000	POLK JASON S & JENNIFER B	91 BAYOU CIR	GULFPORT	MS	39507
	29348	0909J-02-060.000	RANDALL CHRISTOPHER JACKSON	#6 53RD CIRCLE	GULFPORT	MS	39507
	33755	0909J-02-023.000	RAYBORN BRADLEY & ASHLEY L	96 BAYOU CIR	GULFPORT	MS	39507
	29358	0909J-02-089.000	REHMANN MARYELIZABETH	56 53RD CIR	GULFPORT	MS	39507
	97543	0909J-02-082.001	SHEELEY MICHAEL D	101 BAYOU CIR	GULFPORT	MS	39507
	29349	0909J-02-061.000	THAMES JAMES H JR & KATHERINE H	8- 53RD STREET CIRCLE	GULFPORT	MS	39507
	33756	0909J-02-084.000	USEY JAMES K	95 BAYOU CIRCLE	GULFPORT	MS	39507
	29342	0909J-02-054.000	VICKERY GLENDY B & KAREN P	7 E 52ND ST	GULFPORT	MS	39507
	29344	0909J-02-056.000	WEAVER JAMES W JR & EMILY M	3 E 52ND STREET	GULFPORT	MS	39507
	29357	0909J-02-090.000	WILLIAMS KAREN D A & STEVEN R	58 53RD STREET CIR	GULFPORT	MS	39507

2405PC074

Planning Commission Approval



Legend

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

0 25 50 75

Yards

1 inch = 175 feet

N W E S

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

RE: Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single-family), Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 23, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, May 23, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: **General Plan 2406PC081:**

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

Technical Report

General Plan
(Gulf Grove Subdivision)

GENERAL INFORMATION

Case File Number: 2406PC081

Hearing Date: May 23, 2024

Current Zoning/Use: T4+ & T4L / Vacant Property

Legal: General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 75-lot zero-lot line development, (Gulf Grove Subdivision), on a 14.8-acre parcel. Currently the project proposes the zero-lot line development on a property that is zoned T4L and T4+.

Regulations state that the minimum property size for zero-lot line developments is 2,800 square feet per lot, with a minimum lot width of 28 feet. The applicant's proposed lot sizes for buildable lots are no smaller than 4700 square feet, with lot width no smaller than 50 feet in width. Applicant notes that the proposed setbacks are 10 feet from the front to allow for a 10-foot easement, 14 feet side yard setbacks for one of the sides, and 6 feet from the rear. Proposed setbacks meet the required minimum setbacks per ordinance.

The proposed parcel is located adjacent to existing city right-of-way, Cowan Road. The proposed development was initially approved under case # 2209PC173, however due to the initial General Plan not being platted within one year of approval, the initial general plan expired requiring the applicant to reapply for approval of the general plan.

Engineering Department has made note of a condition that the developer connects the proposed Conch Lane to 5th Street and include in the final plat for street dedication.

Any approval should consider these conditions:

1. There is a parcel outside of the subdivision between the north-of-way line 5th Street and the south boundary of the subdivision of Conch Ln. The developer must acquire property needed to connect Conch Ln to 5th St and include in the final plat for street dedication. The final plat cannot be signed without the additional land needed to connect Conch Ln to 5th St.
2. All protected trees are to remain. Those trees are to be protected and preserved per the City Ordinances found in Chapter 8.
3. All homes will need to be sprinkled with a 13D System if only on means of Fire Apparatus Access is provided. See Appendix D IFC 2018.

4. Must meet all current building Codes and City of Gulfport Ordinances.
5. Final Plat approval by City Council, and recording of the Final Plat will be required before any vertical construction.

DEPARTMENTAL CONDITIONS

Engineering:	There is a parcel outside of the subdivision between the north-of-way line 5th Street and the south boundary of the subdivision of Conch Ln. The developer must acquire property needed to connect Conch Ln to 5th St and include in the final plat for street dedication. The final plat cannot be signed without the additional land needed to connect Conch Ln to 5th St. Memo dated 5/6/24.
Public Works:	No conditions. Memo dated 5/13/24.
Traffic and Safety:	No conditions. Memo dated 5/13/24.
Building Code Services:	All homes will need to be sprinkled with a 13D System if only on means of Fire Apparatus Access is provided. See Appendix D IFC 2018. Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 5/2/24.
GIS:	No conditions. Memo date 5/8/24.
Police Department:	No comment as of 05/13/24.
Fire Department:	No conditions. Memo dated 5/3/24.
City Arborist:	All protected trees are to remain. Those trees are to be protected and preserved per the City Ordinances found in Chapter 8. Memo dated 5/2/24.

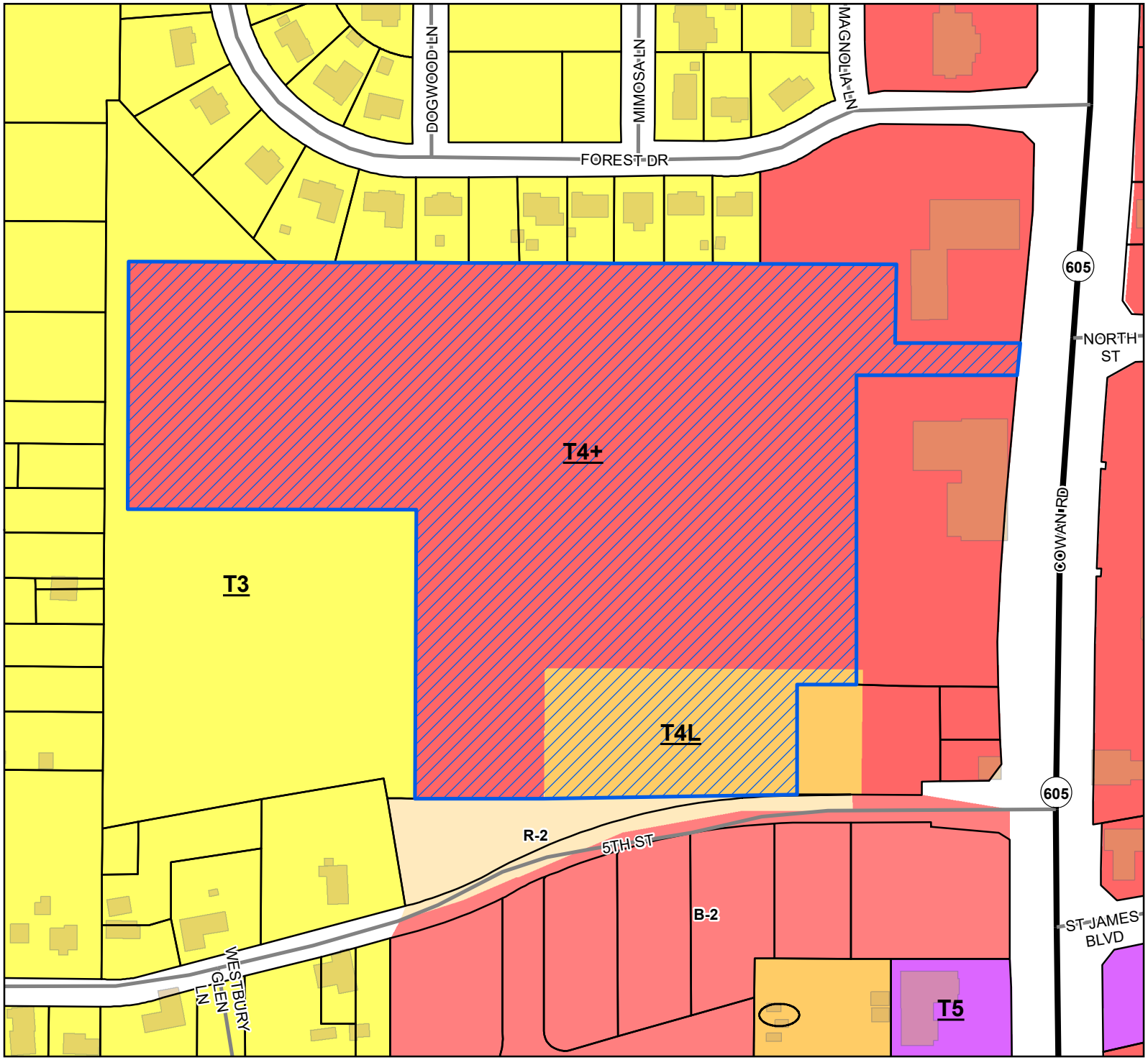
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2406PC081

General Plan



Site
US or State Highway
Street
Parcels
Buildings

Smart Code

T5
T4+
T4L
T3

Zoning

B-2 - General Business District
R-2 - Single Family Residence District (Medium Density)

Site Information

1010M-01-013.001
Zoning:T4+ (General Urban Zone "Plus")
T4L (General Urban Zone "Limited")
Size: 14.8 acres
Flood: X, A

0 30 60 90
Yards

1 inch = 200 feet

N W E S

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR ZERO LOT LINE

For Staff Use Only

Case File #: 2406PC081

Date Received: 4/30/24

Receipt #:

Received By: dd

Zoning: T4L/T4+

Ward: 2 Flood: N/A

Size: 14.8 acres

Property Information

TAX PARCEL # 1 0 1 0 M – 0 1 – 0 1 3 . 0 0 1

(If necessary, use separate sheet of paper)

Address of Property Involved: Cowan Road

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: East Side of Cowan Road, North of 5th Street, South of Forest Drive

GENERAL DESCRIPTION OF REQUEST:

Request Zero Lot Line Subdivision Approval

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Gulf Grove Development, ~~LLC~~ of Gulfport, LLC	
Printed Name Of Owner	Printed Name Of Agent
14397 Creosote Road	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228-669-7071	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
charlie@gant-brown.com	
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

RESOLUTION OF **Gulf Grove of Gulfport LLC,**

We, the undersigned Members of Gulf Grove of Gulfport LLC, do hereby certify that the below is a true copy of a resolution adopted by the of said entity at a special meeting duly called and held, with a quorum of the being present on April 29, 2024, and such resolution is now in full force and effect.

The Company does hereby authorize the Charlie Gant, Member, to do all things necessary for the construction and permitting on the subdivision project off of Cowan Lorraine Road, Gulfport, MS 39507.

WHEREAS the company desires to to designate Charles M. Gant, Member to execute any and all documents, permits and any and all other documents necessary to complete said construction of the aforesaid subdivision.

IT IS HEREBY RESOLVED:

That the company does hereby authorize the aforesaid construction and execution of all necessary permits and documents; the Company hereby ratifies the execution of the said documents and permits.

The company does hereby authorize Charles M. Gant, Member to execute any and all documents on behalf of the company to complete said transaction, including the execution of permits and any other documents reasonably required by the City of Gulfport.

It is the intent of this resolution to provide Charles M. Gant, the unfettered ability to take all such acts on behalf of the company as may be necessary to consummate the constructions of said subdivision and to provide said member with complete authority to act on behalf of the company in the instant transaction and execute any and all documents required by the City of Gulfport.

IN WITNESS WHEREOF, we have hereunto subscribed our signatures to this certificate on this the 29th day of April, 2024.

Charles M. Gant, Member

Jay K. Jordan, Registered Agent

Ryan Carter

David Gant

Wynn E. Clark, Member

Craig Brown, Member

Daniel Bourdreaux

Randall Richardson

Ian Wadsworth

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90939
MARCELLA RICHARDSON
Commission Expires
June 14, 2025
HARRISON COUNTY

Subscribed and sworn to before me in my presence, this 29 day of April 2024, a Notary Public in and for the County of Harrison State of MS

M. Richardson
(Signature) Notary Public

My Commission Expires 6/14/2025

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Gulf Grove of Gulfport LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1389632
Status:	Good Standing
Effective Date:	04/21/2023
State of Incorporation:	Mississippi
Principal Office Address:	14397 Creosote Rd, 14397 Creosote Rd Gulfport, MS 39503

Registered Agent

Name

Jay Jordan
2355 Pass Rd
Biloxi, MS 39531

Officers & Directors

Name	Title
Charles Gant 14397 Creosote Rd Gulfport, MS 39503	Manager

STORMWATER POLLUTION PREVENTION PLAN

NARRATIVE

FOR

GULF GROVE SUBDIVISION

HARRISON COUNTY, MISSISSIPPI

OWNER:
C&G HOLDINGS, LLC
14397 CREOSOTE ROAD
GULFPORT, MS 39503

ENGINEER:
DANIEL R. BOUDREAUX JR., P.E., INC.
17381 S. CARR BRIDGE ROAD
BILOXI, MS 39532

JUNE 16, 2022

TABLE OF CONTENTS

Narrative of Project

Erosion and Sediment Controls

Construction Sequence

Housekeeping Practices

Maintenance Plan

NARRATIVE OF PROJECT

This project will be a detached single family residential subdivision located on 14.9 acres of property. It is located in Section 31, Township 7 South, Range 10 West, Harrison County, in the city of Gulfport. Generally, the project is located on the west side of Cowan Road (Hwy 605) and 0.6 miles north of Beach Blvd. (Hwy 90).

Best management practices will be used throughout construction to prevent sediment from leaving the site. The road design will incorporate curb and gutter with underground storm drains. Construction storm water will be treated by an existing large detention pond.

Sanitary sewer and potable water services and treatment will be provided by the the city of Gulfport. All utilities will be installed in accordance with all governing state and local regulatory agencies.

TABLE OF CONTENTS

Narrative of Project

Erosion and Sediment Controls

Construction Sequence

Housekeeping Practices

Maintenance Plan

EROSION AND SEDIMENT CONTROLS

Some of the runoff from the disturbed areas of the site flows through an unnamed natural drainage way to the northeast that leads northeast to Little Biloxi River and some flows to the south through unnamed natural streams to Flat Branch. Best management practices and devices will be used to prevent sediment from leaving the site as follows:

Disturb the smallest possible area.

Preserve as many of the existing trees as possible.

Avoid if possible, disturbing sensitive areas such as:

- Steep and/or unstable slopes
- Land upslope of surface waters
- Areas with soils susceptible to erosion
- Existing drainage channels

Divert upslope water around disturbed areas.

Limit exposure of disturbed areas to the shortest time possible.

Re-vegetate disturbed areas as soon as possible.

Soil stabilization - vegetative stabilization measures must be initiated whenever any clearing, grading, grubbing, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) calendar days or more. The appropriate temporary or permanent vegetative practices shall be initiated immediately. For purposes of this permit "immediately" is interpreted to mean no later than the next work day.

If you are unable to meet the deadlines in the previous paragraph due to circumstances beyond your control, and you are using vegetative cover for temporary or permanent stabilization, you may comply with the following stabilization deadlines instead:

(A) Immediately initiate, and within 14 calendar days, complete the installation of temporary non-vegetative stabilization measures to prevent erosion:

(B) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial

establishment of vegetation as soon as conditions or circumstances allow it on your site; and,

(C) Document the circumstances that prevent you from meeting the deadlines required and the schedule you will follow for initiating and completing stabilization.

Slow rainfall runoff velocities to prevent erosive flows.

Remove sediment from storm water before it leaves the site by allowing runoff to pond in controlled areas to drop out sediment. Filter runoff by using natural vegetation, brush barriers, silt fences, or hay bales.

Transport runoff down steep slopes through lined channels or tubing.

A Construction Entrance/Exit will be built in the location(s) shown on the attached drawings. Install in accordance with the Best Management Practice Standards.

Silt Fencing will be installed along the wetland areas in the locations shown on the attached drawing. Install in accordance with the Best Management Practice Standards.

The entire area will be roughened, seeded, and mulched in accordance with the Best Management Practice Standards.

Although sediment basins are required only for those drainage points serving 10 acres or greater in size, they will be incorporated into detention ponds during construction by the use of skimmers.

INSPECTION REQUIREMENTS: Inspection of all receiving streams (if feasible), outfalls, erosion and sediment controls and other SWPPP requirements shall be performed during permit coverage using a copy of the form provided in the Large Construction Forms Package, and inspections shall be performed by qualified personnel:

(1) At least weekly for a minimum of four inspections per month; and

(2) After rainfall events that produce a discharge.

Before conducting the site inspection, the inspector should review Chapter 4, Inspector's Checklist and Troubleshooting Chart found in MDEQ's Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi. MDEQ strongly recommends that coverage recipients perform a "walk through" inspection of the construction site before anticipated storm events to ensure controls are in place and will function properly.

The owner or Contractor who has daily control of on-site work shall provide a copy of this SWPPP and training to those employees and subcontractors involved in any activity that may be covered by this plan.

CONSTRUCTION SEQUENCE

1 Build Construction Entrance/Exits.

2 Install Silt Fencing.

3 Install Skimmers in Detention Pond.

4 Excavate Roads and Perform Grading.

5 Install Storm Drain System.

6 Vegetate entire site.

HOUSEKEEPING PRACTICES

All equipment maintenance and repairs will be performed off-site.

Concrete truck wash out will be performed in an excavated pit to prevent sediment form traveling into ditches and wetlands. This pit will be constructed in an upland area and all surface water will be diverted such that no runoff will flow through this area.

Portable toilet facilities will be provided for all workers during construction.

Trash and debris will be collected and properly disposed of on a daily basis.

Maintain well-organized work areas.

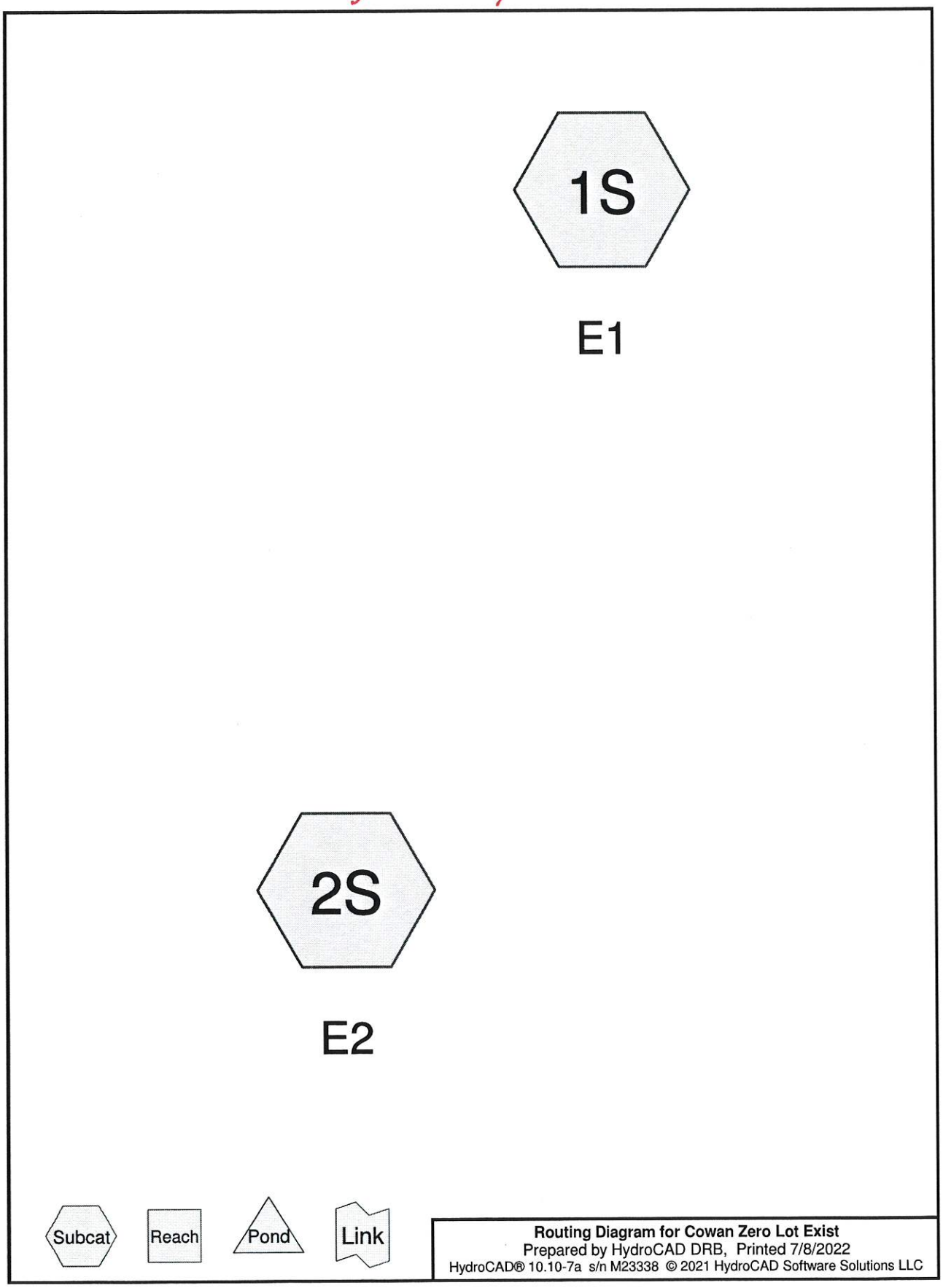
Petroleum products, solvents, or other potentially toxic materials will be stored according to manufacturers recommendations.

MAINTENANCE PLAN

Check all erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from silt fences when accumulation is 1/2 the fence height. Remove sediment from basins when sediment is 1/3 to 1/2 the basin or pond volume. Replace non-functional silt fencing. Maintain all vegetated areas to provide proper ground cover. Re-seed, fertilize, and mulch as needed.

Gulf Grove Subd.

Existing Drainage Calcs.



Routing Diagram for Cowan Zero Lot Exist
Prepared by HydroCAD DRB, Printed 7/8/2022
HydroCAD® 10.10-7a s/n M23338 © 2021 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	25-yr	Long Beach 24-hr S1	25-yr	Default	24.00	1	10.90	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
9.230	43	Woods/grass comb., Fair, HSG A (2S)
4.000	57	Woods/grass comb., Poor, HSG A (1S)
13.230	**47**	**TOTAL AREA**

Summary for Subcatchment 1S: E1

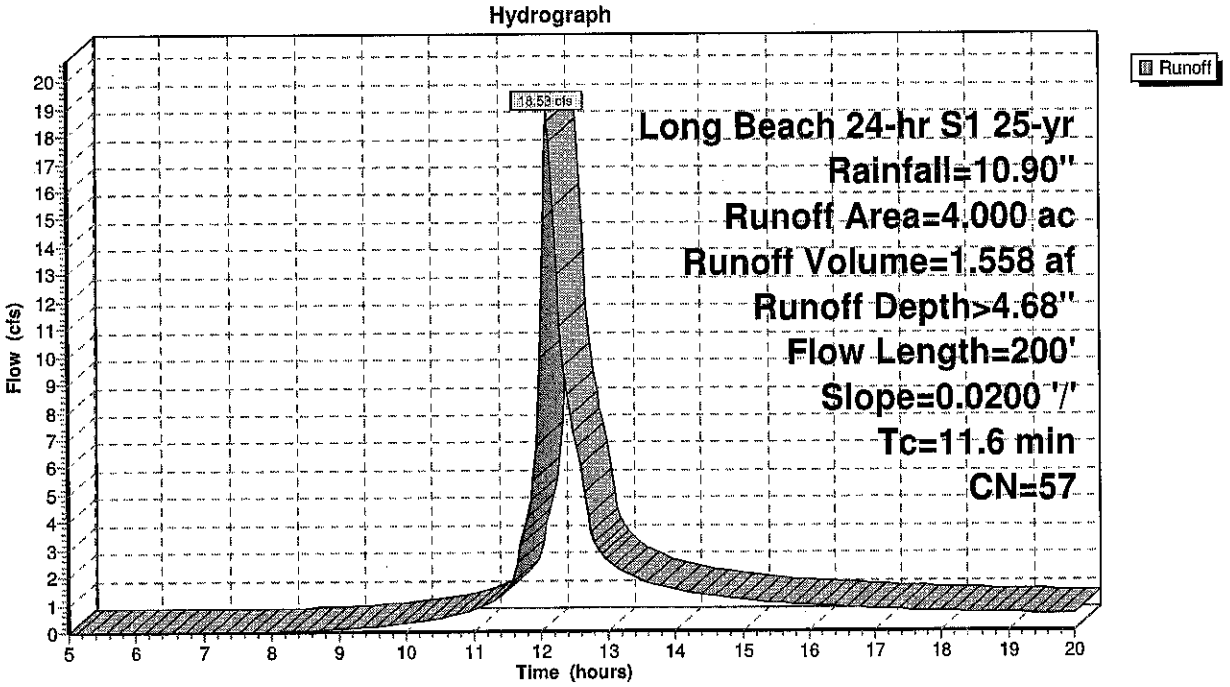
Runoff = 18.53 cfs @ 12.12 hrs, Volume= 1.558 af, Depth> 4.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
4.000	57	Woods/grass comb., Poor, HSG A
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.6	200	0.0200	0.29		**Lag/CN Method,**

Subcatchment 1S: E1



Summary for Subcatchment 2S: E2

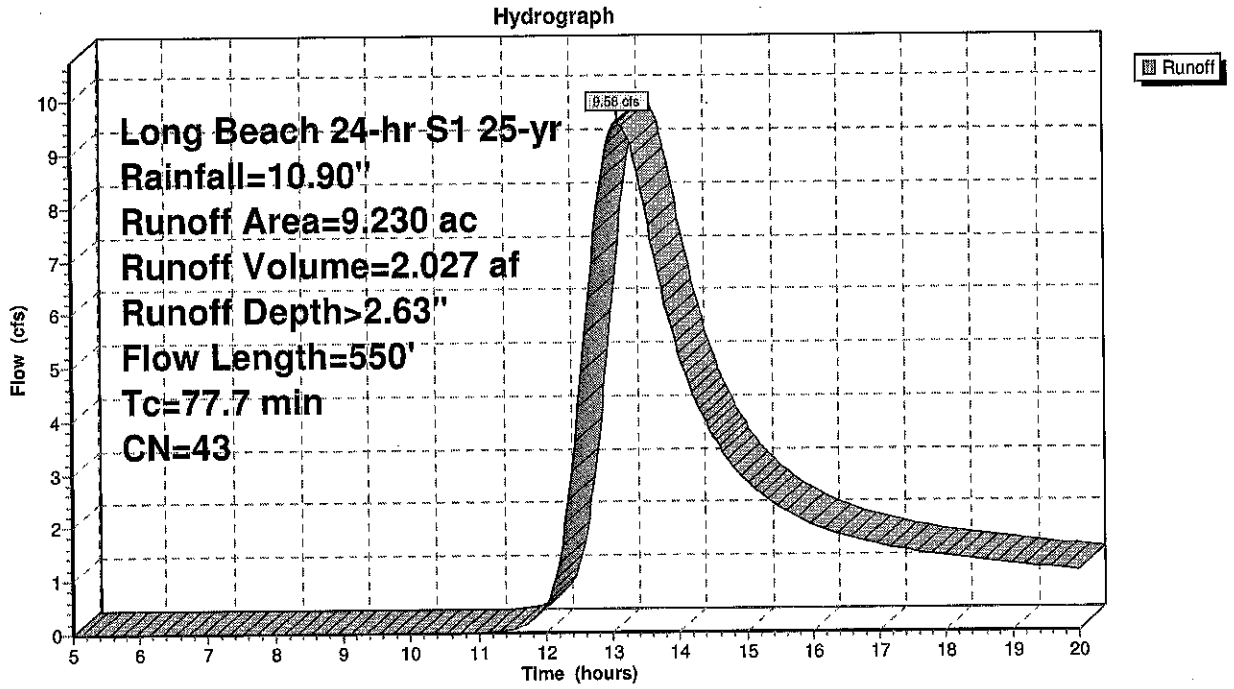
Runoff = 9.58 cfs @ 13.11 hrs, Volume= 2.027 af, Depth> 2.63"

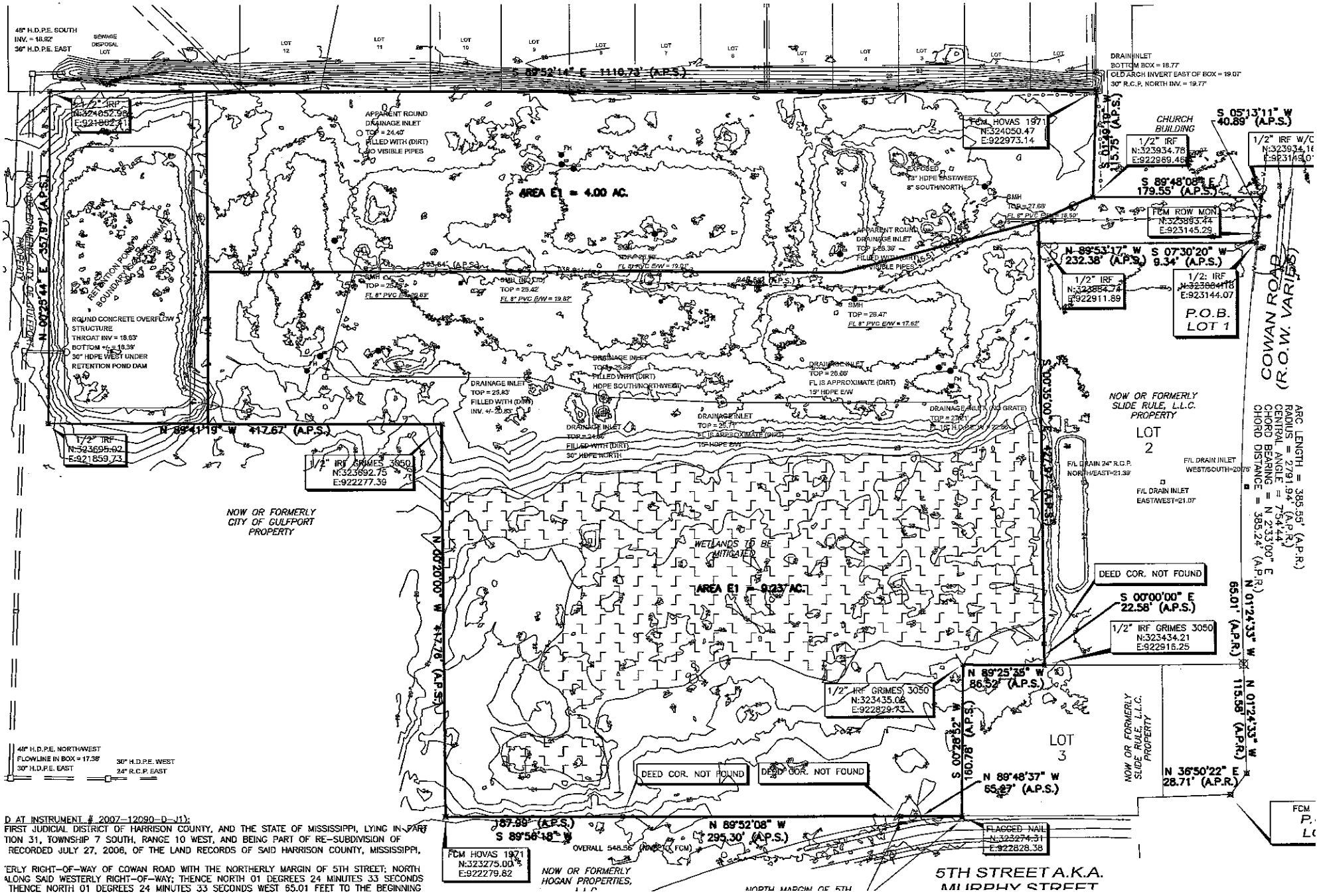
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
9.230	43	Woods/grass comb., Fair, HSG A
9.230		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
13.2	150	0.0200	0.19		**Lag/CN Method,**
64.5	400	0.0040	0.10		**Lag/CN Method,**
77.7	550	Total			

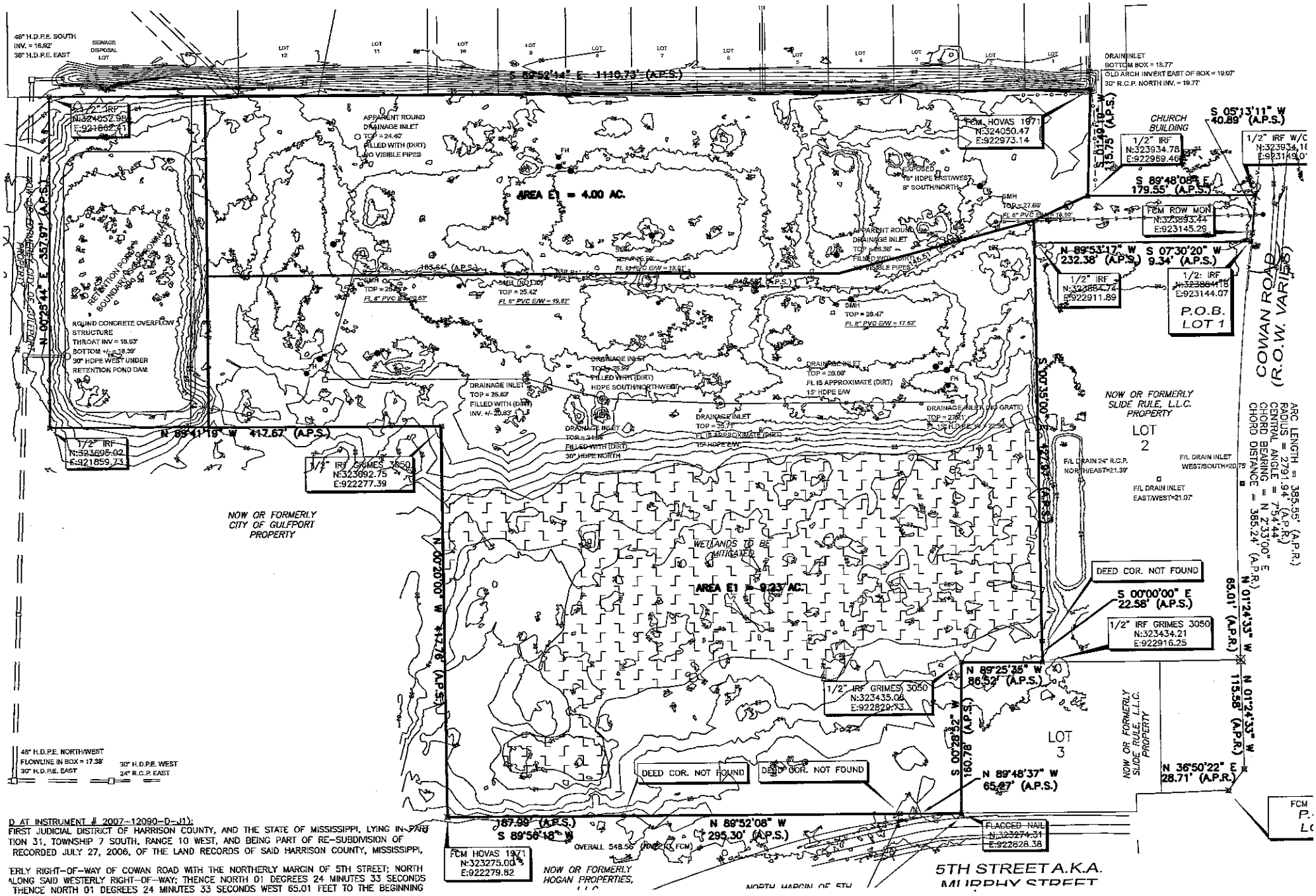
Subcatchment 2S: E2





D AT INSTRUMENT # 2007-12090-D-J1):
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART
TION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF
RECORDED JULY 27, 2006, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI,

'ERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH
ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS
THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING



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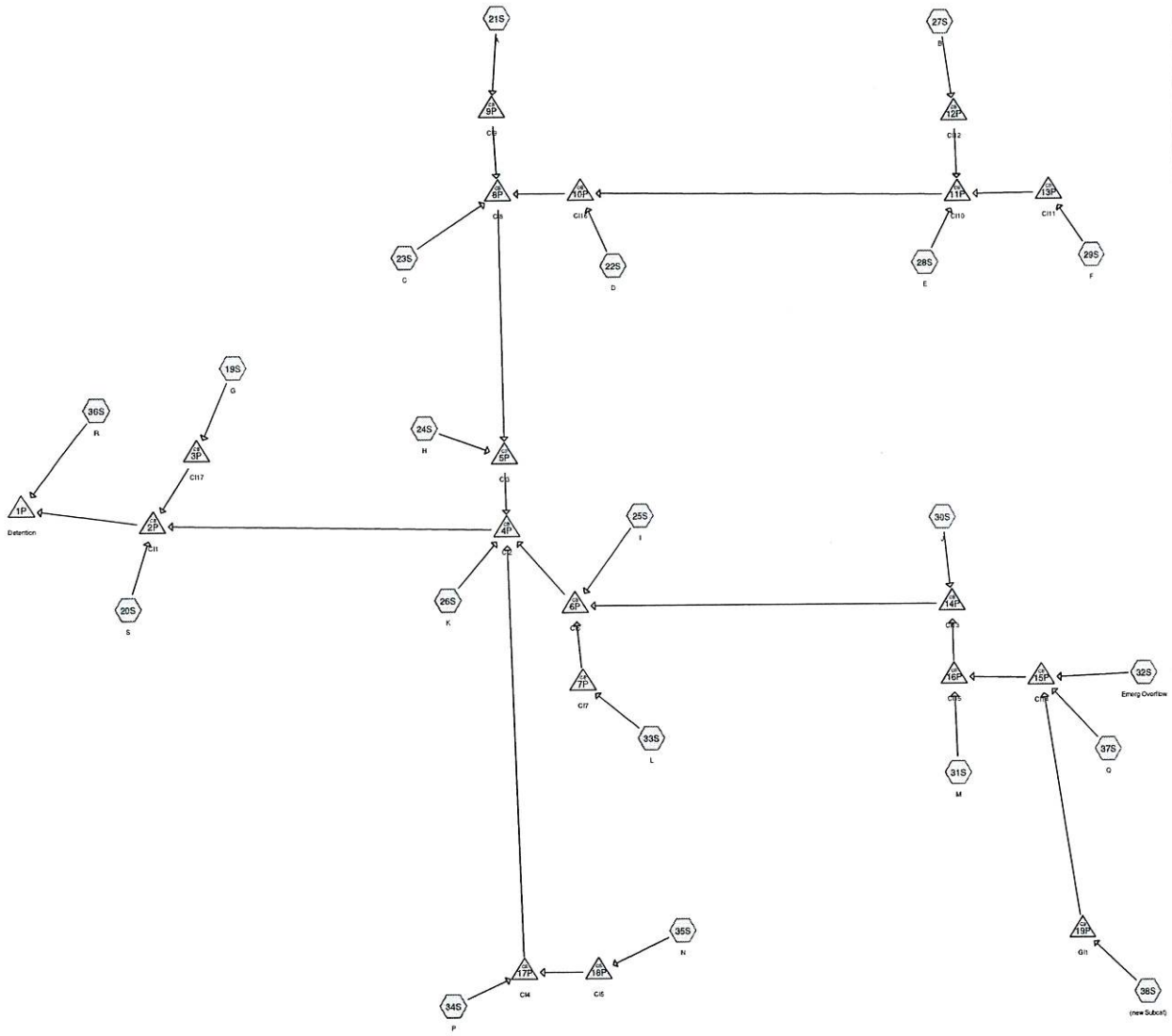
THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING

Gulf Grove Subd.

Proposed Drainage Calcs



Subcat Reach Pond Link

Routing Diagram for Cowan Zero Lot 020821
Prepared by Daniel R Boudreaux, Jr PE, Inc, Printed 2/8/2023
HydroCAD® 10.20-2g s/n 12888 © 2022 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	50-yr	Long Beach 24-hr S1	50-yr	Default	24.00	1	12.60	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
12.069	77	1/8 acre lots, 65% imp, HSG A (19S, 20S, 21S, 22S, 24S, 25S, 26S, 27S, 28S, 29S, 30S, 31S, 33S, 34S, 35S, 36S, 37S)
0.250	58	Woods/grass comb., Good, HSG B (38S)
12.319	**77**	**TOTAL AREA**

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Width (inches)	Diam/Height (inches)	Inside-Fill (inches)
1	2P	19.15	19.00	119.0	0.0013	0.013	65.0	40.0	0.0
2	3P	21.00	19.15	29.0	0.0638	0.012	0.0	15.0	0.0
3	4P	19.45	19.15	235.0	0.0013	0.012	65.0	40.0	0.0
4	5P	19.55	19.45	21.0	0.0048	0.012	0.0	30.0	0.0
5	6P	19.63	19.45	36.0	0.0050	0.012	0.0	30.0	0.0
6	7P	20.50	19.63	34.0	0.0256	0.012	0.0	15.0	0.0
7	8P	19.88	19.55	178.0	0.0019	0.012	0.0	30.0	0.0
8	9P	19.98	19.88	27.0	0.0037	0.012	0.0	15.0	0.0
9	10P	19.94	19.88	34.0	0.0018	0.012	0.0	24.0	0.0
10	11P	20.57	19.94	344.0	0.0018	0.012	0.0	24.0	0.0
11	12P	20.67	20.57	28.0	0.0036	0.012	0.0	15.0	0.0
12	13P	20.67	20.57	34.0	0.0029	0.012	0.0	15.0	0.0
13	14P	20.24	19.63	330.0	0.0018	0.012	0.0	24.0	0.0
14	15P	20.44	20.34	40.0	0.0025	0.012	0.0	18.0	0.0
15	16P	20.34	20.24	23.0	0.0043	0.012	0.0	18.0	0.0
16	17P	19.99	19.45	271.0	0.0020	0.012	0.0	30.0	0.0
17	18P	21.00	19.99	29.0	0.0348	0.012	0.0	15.0	0.0
18	19P	20.90	20.44	213.0	0.0022	0.012	0.0	15.0	0.0

Summary for Subcatchment 19S: G

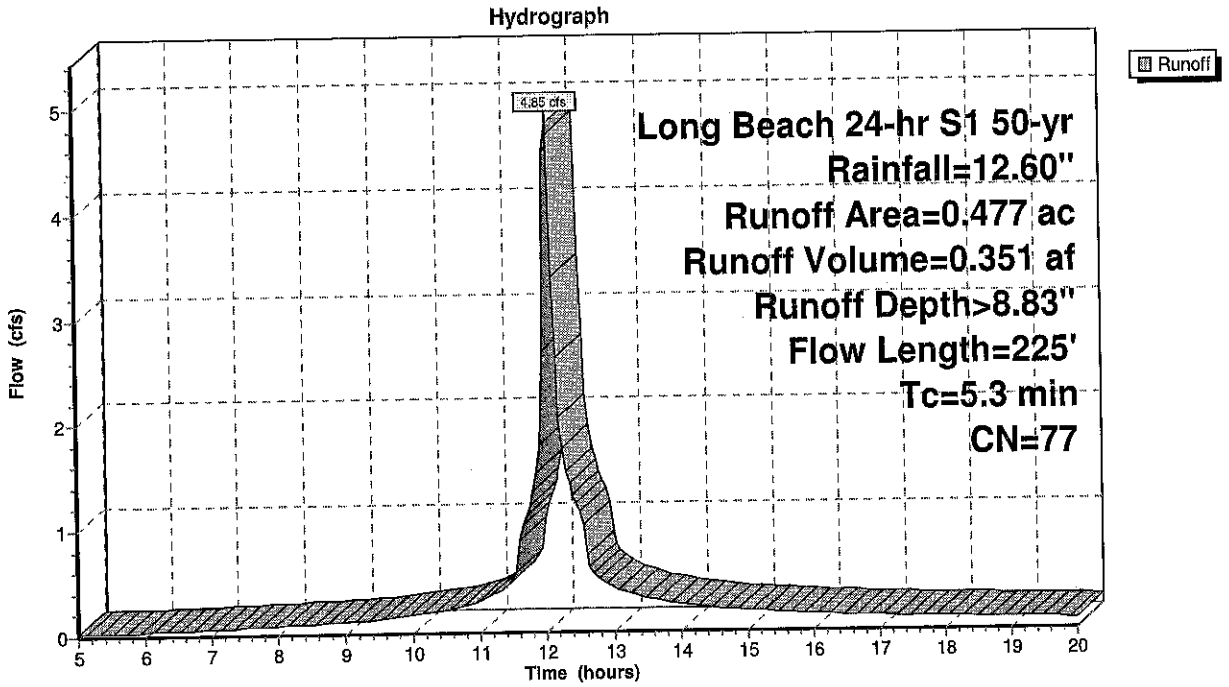
Runoff = 4.85 cfs @ 12.03 hrs, Volume= 0.351 af, Depth> 8.83"
Routed to Pond 3P : CI17

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.477	77	1/8 acre lots, 65% imp, HSG A
0.167		35.00% Pervious Area
0.310		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.5	113	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
3.8	112	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
5.3	225	Total			

Subcatchment 19S: G



Summary for Subcatchment 20S: S

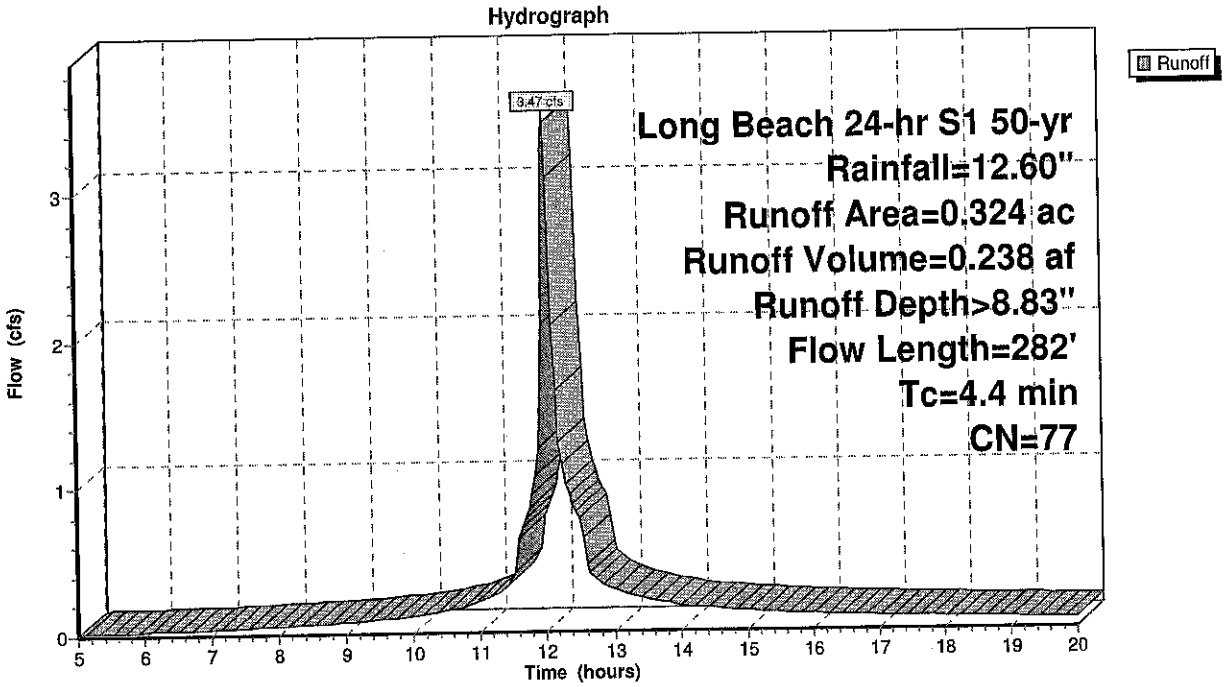
Runoff = 3.47 cfs @ 12.02 hrs, Volume= 0.238 af, Depth> 8.83"
Routed to Pond 2P : CI1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.324	77	1/8 acre lots, 65% imp, HSG A
0.113		35.00% Pervious Area
0.211		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	40	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.1	242	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.4	282	Total			

Subcatchment 20S: S



Summary for Subcatchment 21S: A

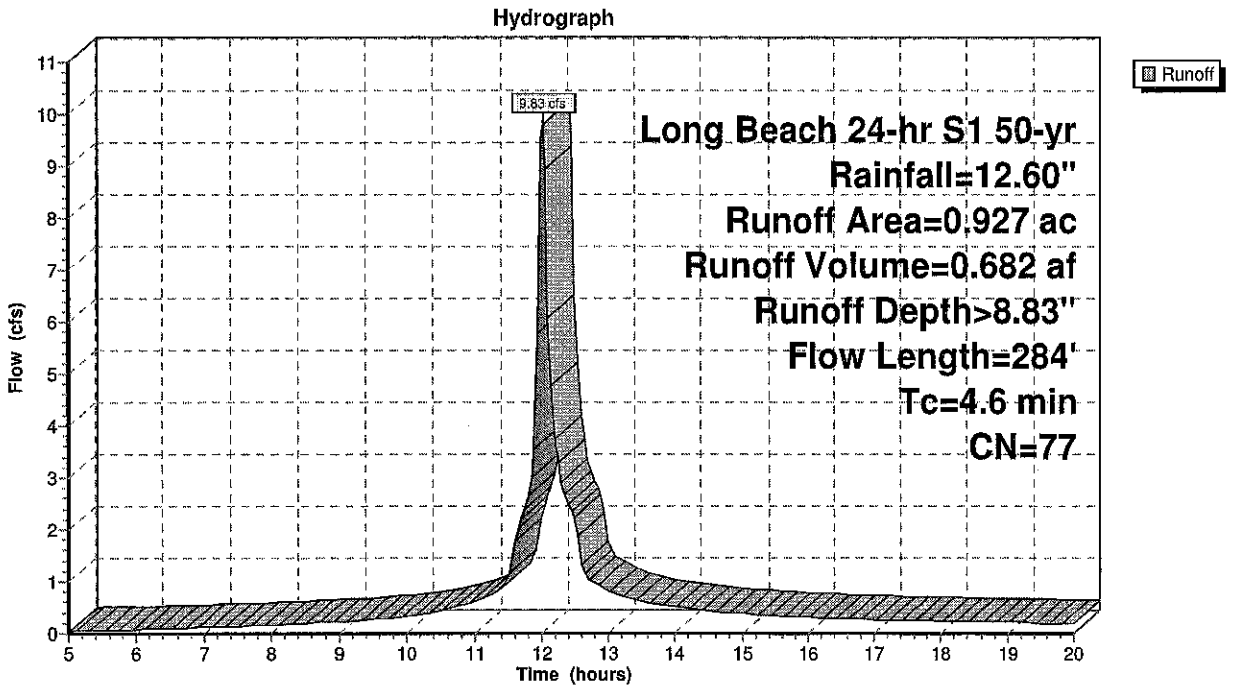
Runoff = 9.83 cfs @ 12.02 hrs, Volume= 0.682 af, Depth> 8.83"
Routed to Pond 9P : CI9

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.927	77	1/8 acre lots, 65% imp, HSG A
0.324		35.00% Pervious Area
0.603		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.5	45	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.1	239	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.6	284	Total			

Subcatchment 21S: A



Summary for Subcatchment 22S: D

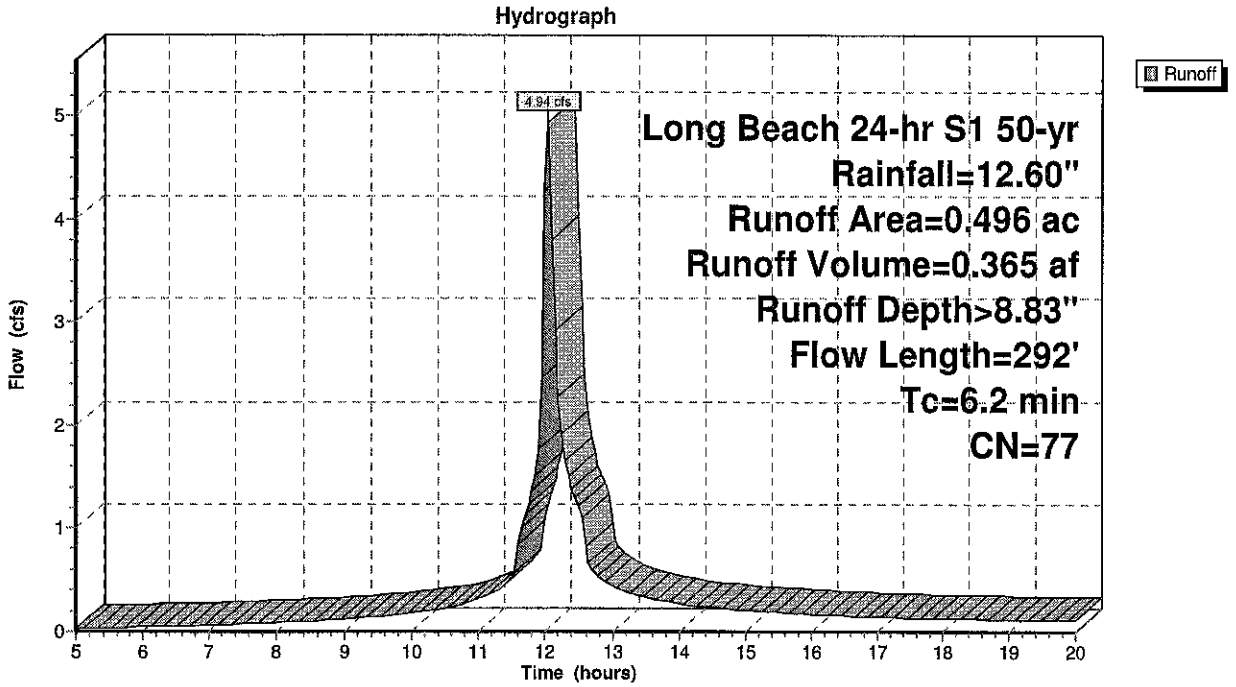
Runoff = 4.94 cfs @ 12.04 hrs, Volume= 0.365 af, Depth> 8.83"
Routed to Pond 10P : CI16

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.496	77	1/8 acre lots, 65% imp, HSG A
0.174		35.00% Pervious Area
0.322		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	116	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.3	176	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.2	292	Total			

Subcatchment 22S: D



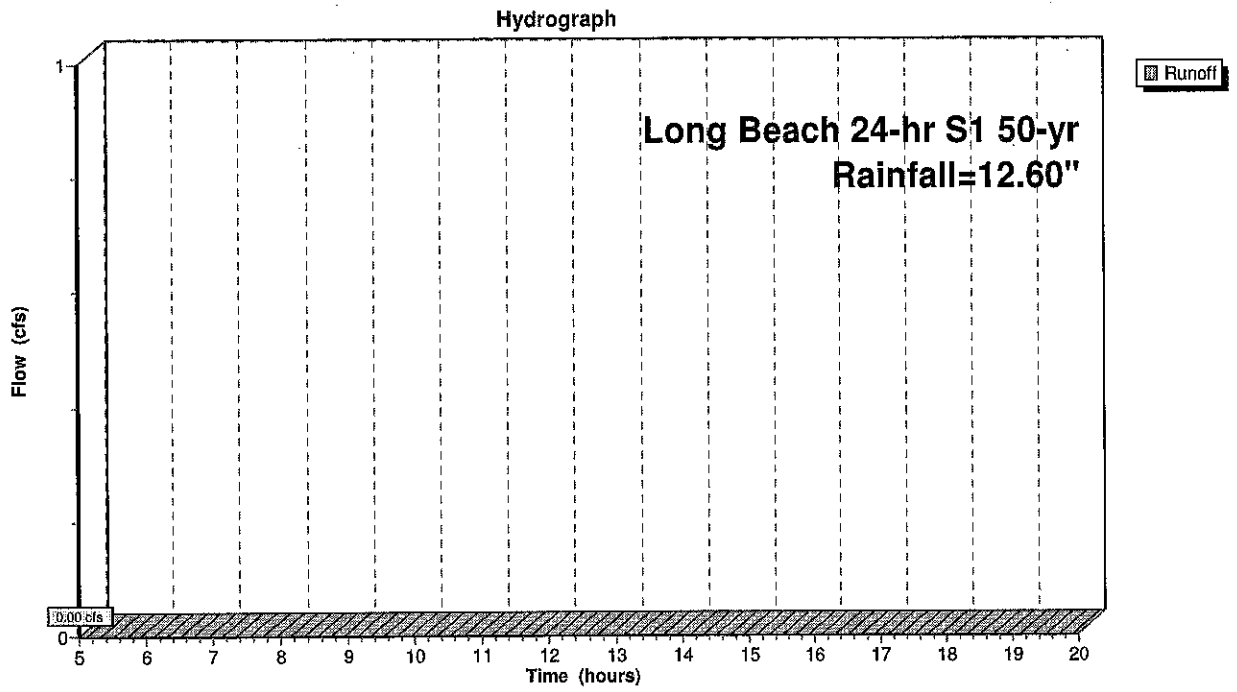
Summary for Subcatchment 23S: C

Runoff = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Depth= 0.00"
Routed to Pond 8P : CI8

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.1	33	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.0	77	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
2.1	110	Total			

Subcatchment 23S: C



Summary for Subcatchment 24S: H

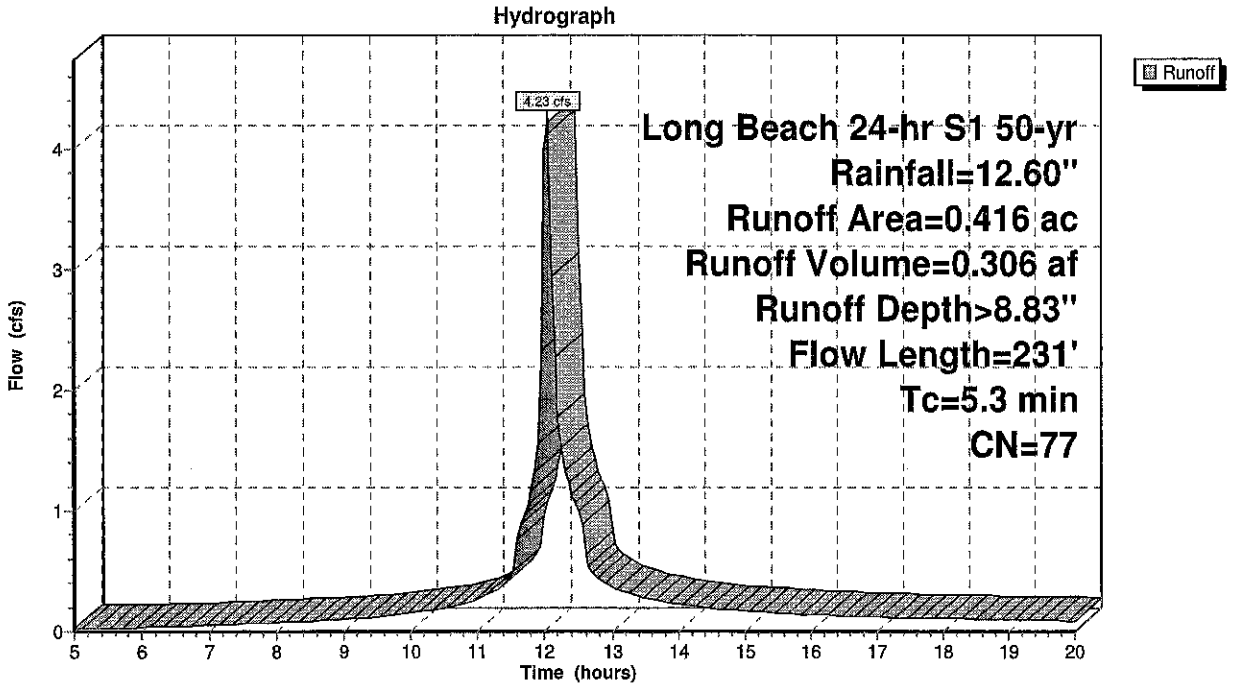
Runoff = 4.23 cfs @ 12.03 hrs, Volume= 0.306 af, Depth> 8.83"
Routed to Pond 5P : CI3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.416	77	1/8 acre lots, 65% imp, HSG A
0.146		35.00% Pervious Area
0.270		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	111	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.6	120	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.3	231	Total			

Subcatchment 24S: H



Summary for Subcatchment 25S: I

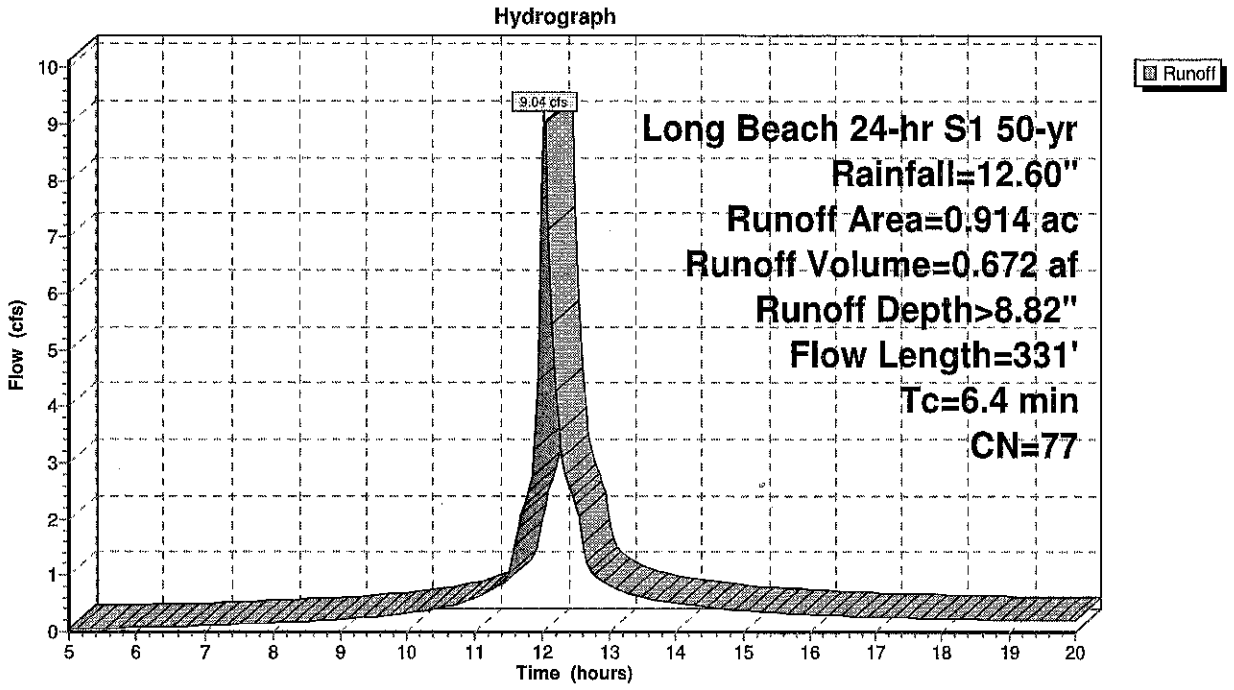
Runoff = 9.04 cfs @ 12.05 hrs, Volume= 0.672 af, Depth> 8.82"
Routed to Pond 6P : CI6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.914	77	1/8 acre lots, 65% imp, HSG A
0.320		35.00% Pervious Area
0.594		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.4	100	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	231	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.4	331	Total			

Subcatchment 25S: I



Summary for Subcatchment 26S: K

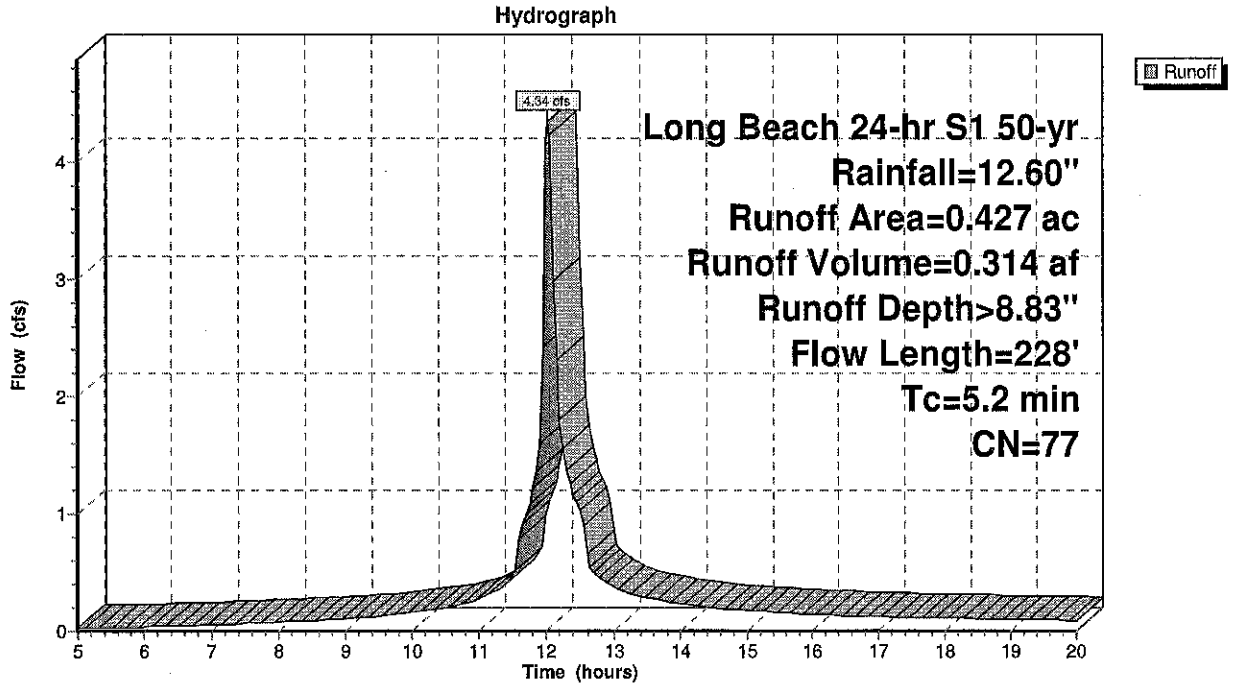
Runoff = 4.34 cfs @ 12.03 hrs, Volume= 0.314 af, Depth> 8.83"
Routed to Pond 4P : CI2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.427	77	1/8 acre lots, 65% imp, HSG A
0.149		35.00% Pervious Area
0.278		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	110	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.5	118	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.2	228	Total			

Subcatchment 26S: K



Summary for Subcatchment 27S: B

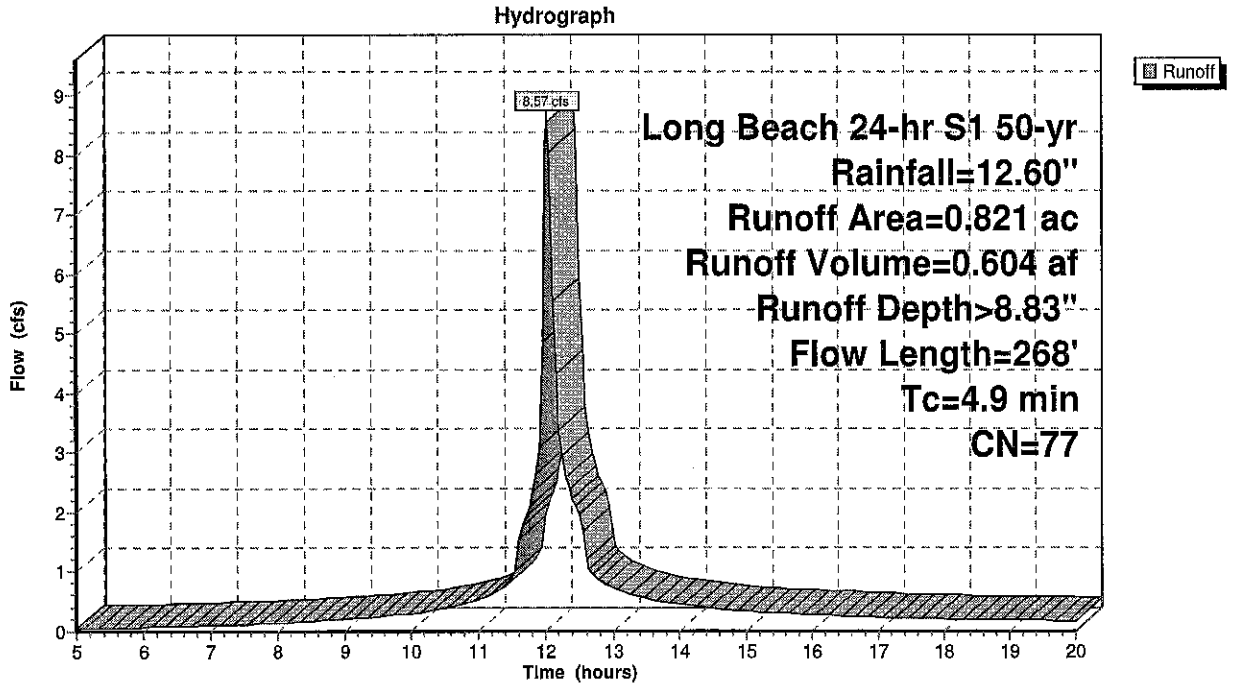
Runoff = 8.57 cfs @ 12.02 hrs, Volume= 0.604 af, Depth> 8.83"
Routed to Pond 12P : CI12

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.821	77	1/8 acre lots, 65% imp, HSG A
0.287		35.00% Pervious Area
0.534		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.3	68	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.6	200	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.9	268	Total			

Subcatchment 27S: B



Summary for Subcatchment 28S: E

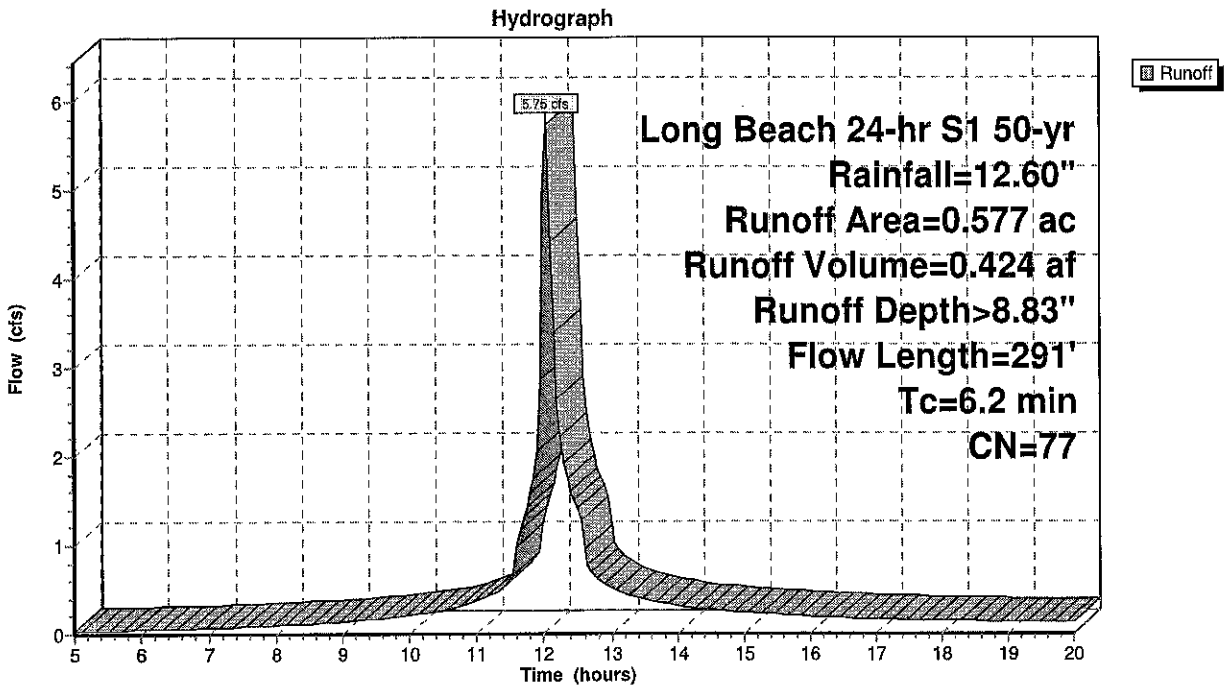
Runoff = 5.75 cfs @ 12.04 hrs, Volume= 0.424 af, Depth> 8.83"
Routed to Pond 11P : CI10

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.577	77	1/8 acre lots, 65% imp, HSG A
0.202		35.00% Pervious Area
0.375		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	118	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.2	173	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.2	291	Total			

Subcatchment 28S: E



Summary for Subcatchment 29S: F

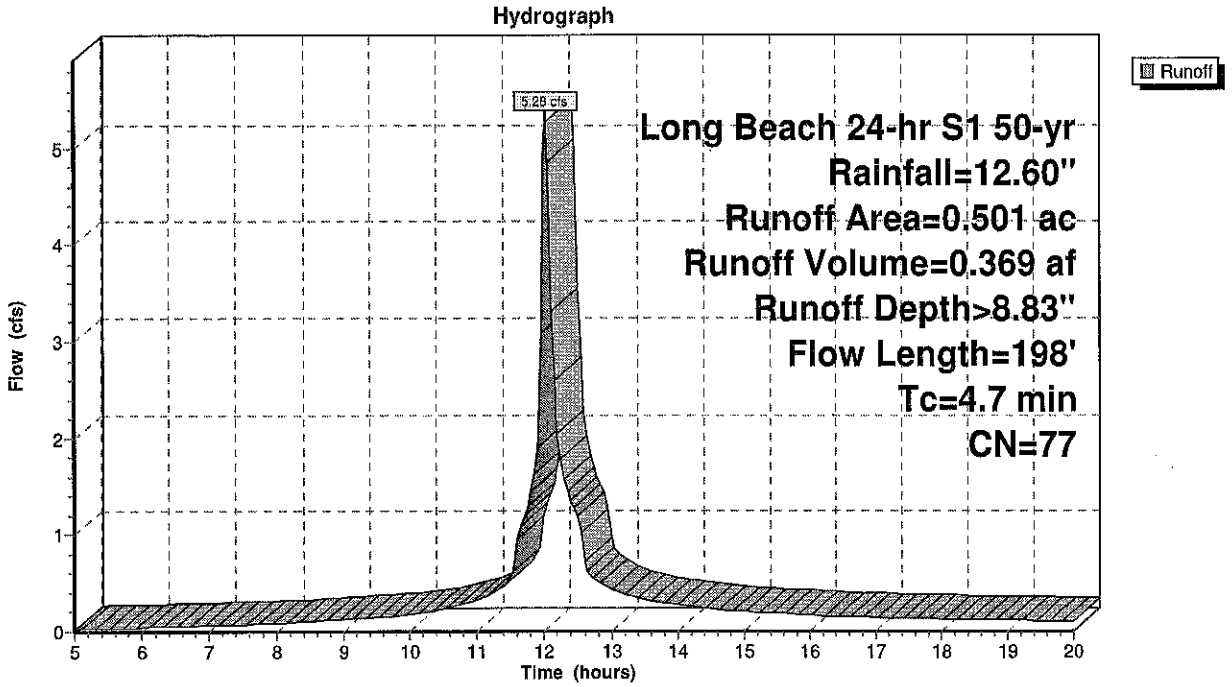
Runoff = 5.28 cfs @ 12.02 hrs, Volume= 0.369 af, Depth> 8.83"
Routed to Pond 13P : CI11

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.501	77	1/8 acre lots, 65% imp, HSG A
0.175		35.00% Pervious Area
0.326		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	103	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.2	95	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.7	198	Total			

Subcatchment 29S: F



Summary for Subcatchment 30S: J

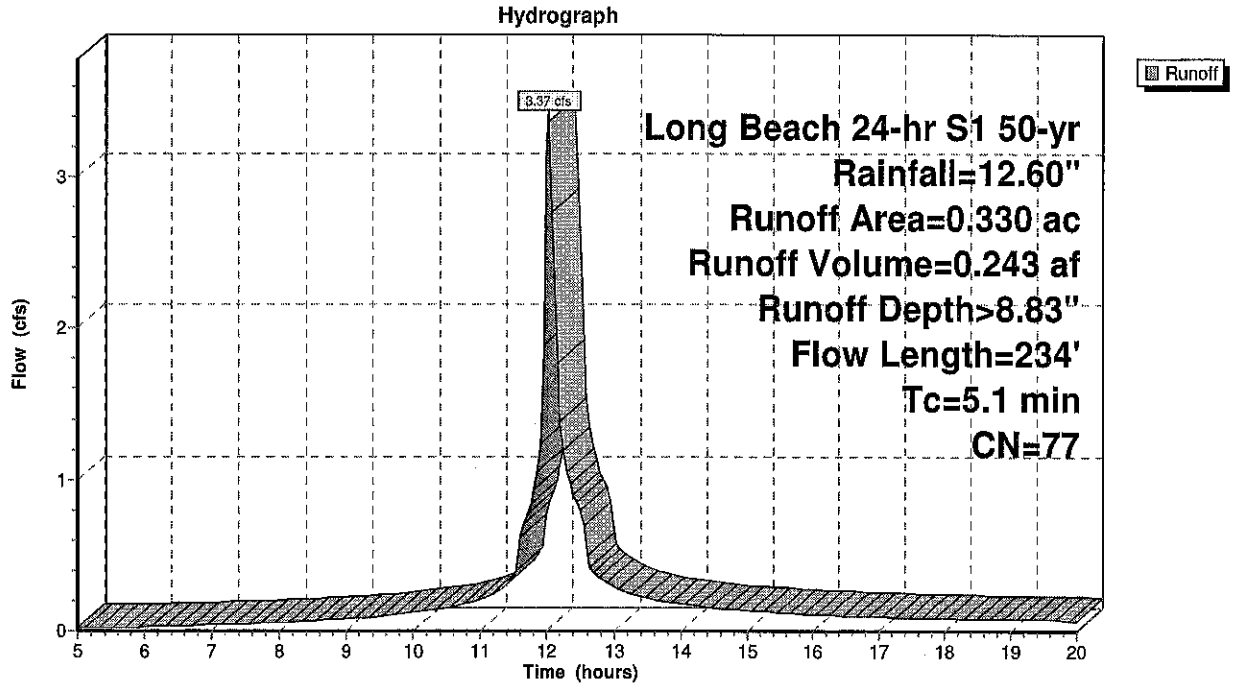
Runoff = 3.37 cfs @ 12.03 hrs, Volume= 0.243 af, Depth> 8.83"
Routed to Pond 14P : Cl13

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.330	77	1/8 acre lots, 65% imp, HSG A
0.116		35.00% Pervious Area
0.214		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.3	99	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.8	135	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.1	234	Total			

Subcatchment 30S: J



Summary for Subcatchment 31S: M

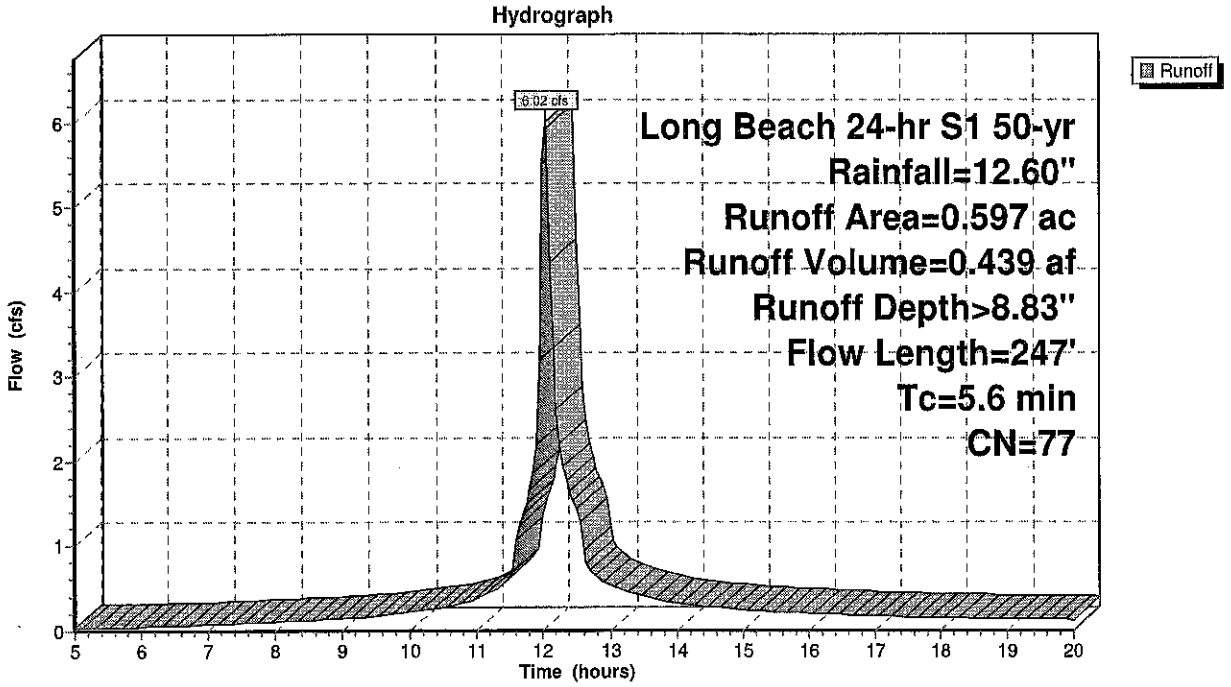
Runoff = 6.02 cfs @ 12.04 hrs, Volume= 0.439 af, Depth> 8.83"
Routed to Pond 16P : CI15

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.597	77	1/8 acre lots, 65% imp, HSG A
0.209		35.00% Pervious Area
0.388		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	120	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.6	127	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.6	247	Total			

Subcatchment 31S: M

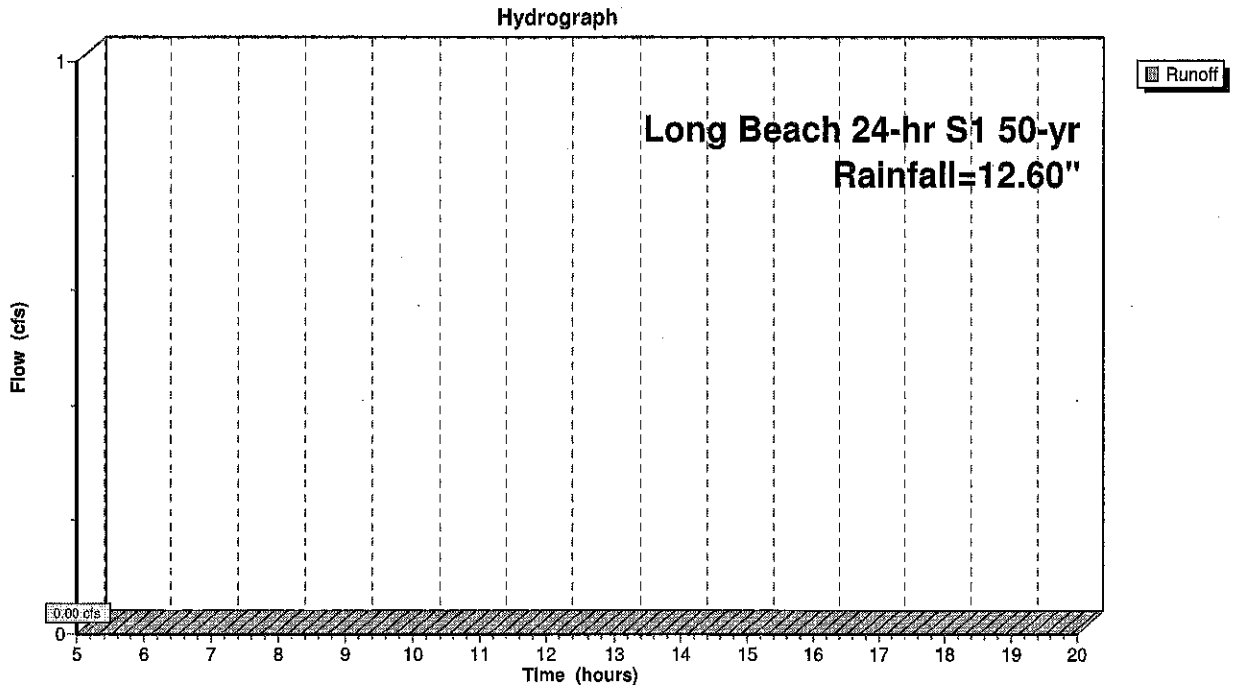


Summary for Subcatchment 32S: Emerg Overflow

Runoff = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Depth= 0.00"
Routed to Pond 15P : CI14

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Subcatchment 32S: Emerg Overflow



Summary for Subcatchment 33S: L

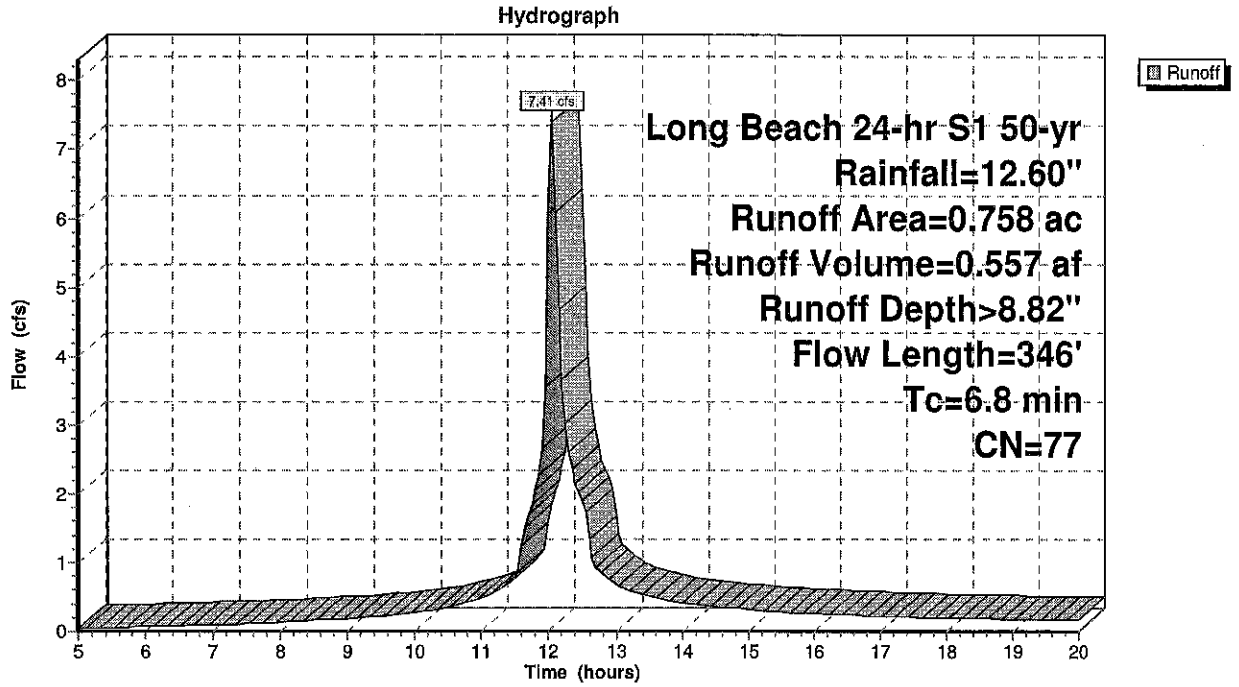
Runoff = 7.41 cfs @ 12.05 hrs, Volume= 0.557 af, Depth> 8.82"
Routed to Pond 7P : CI7

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.758	77	1/8 acre lots, 65% imp, HSG A
0.265		35.00% Pervious Area
0.493		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.8	113	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	233	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.8	346	Total			

Subcatchment 33S: L



Summary for Subcatchment 34S: P

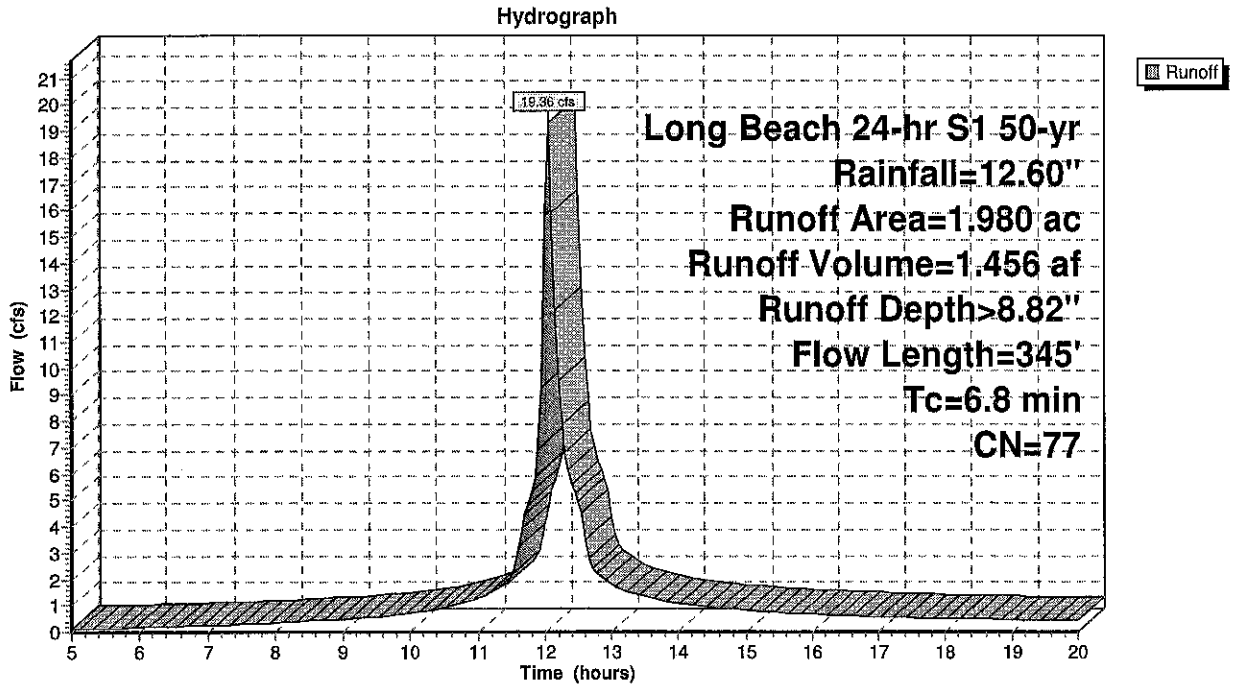
Runoff = 19.36 cfs @ 12.05 hrs, Volume= 1.456 af, Depth> 8.82"
Routed to Pond 17P : CI4

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.980	77	1/8 acre lots, 65% imp, HSG A
0.693		35.00% Pervious Area
1.287		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.8	112	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	233	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.8	345	Total			

Subcatchment 34S: P



Summary for Subcatchment 35S: N

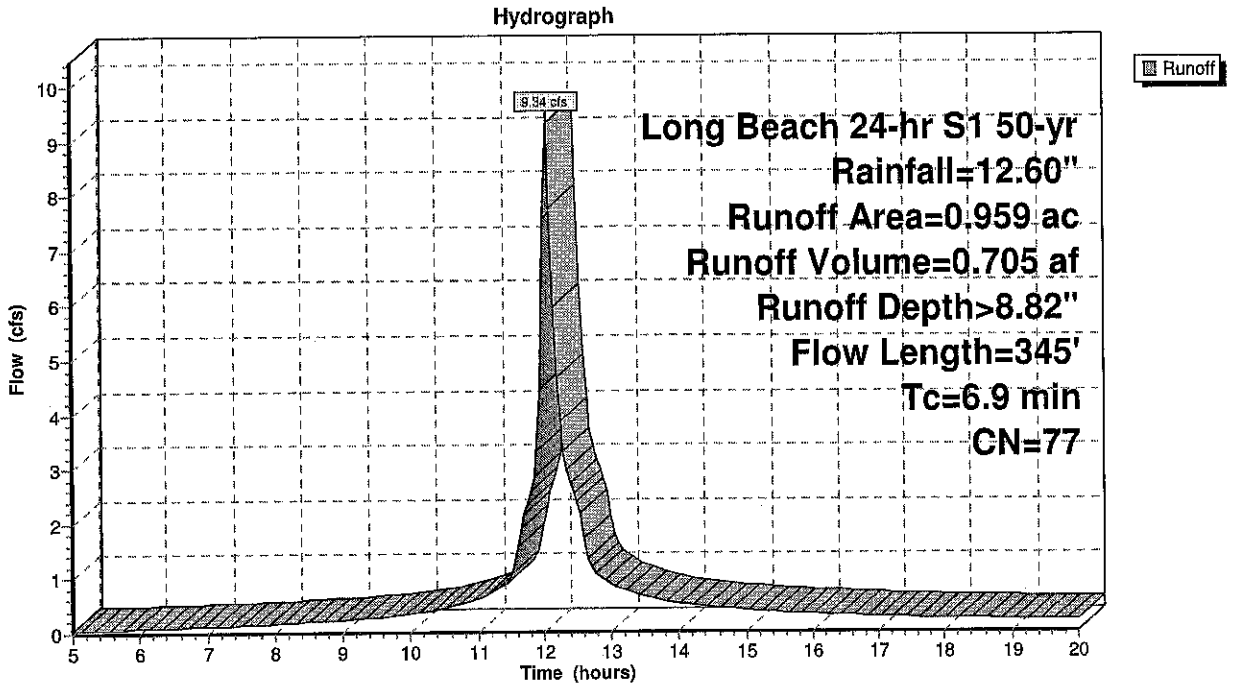
Runoff = 9.34 cfs @ 12.05 hrs, Volume= 0.705 af, Depth> 8.82"
Routed to Pond 18P : CI5

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.959	77	1/8 acre lots, 65% imp, HSG A
0.336		35.00% Pervious Area
0.623		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	115	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	230	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.9	345	Total			

Subcatchment 35S: N



Summary for Subcatchment 36S: R

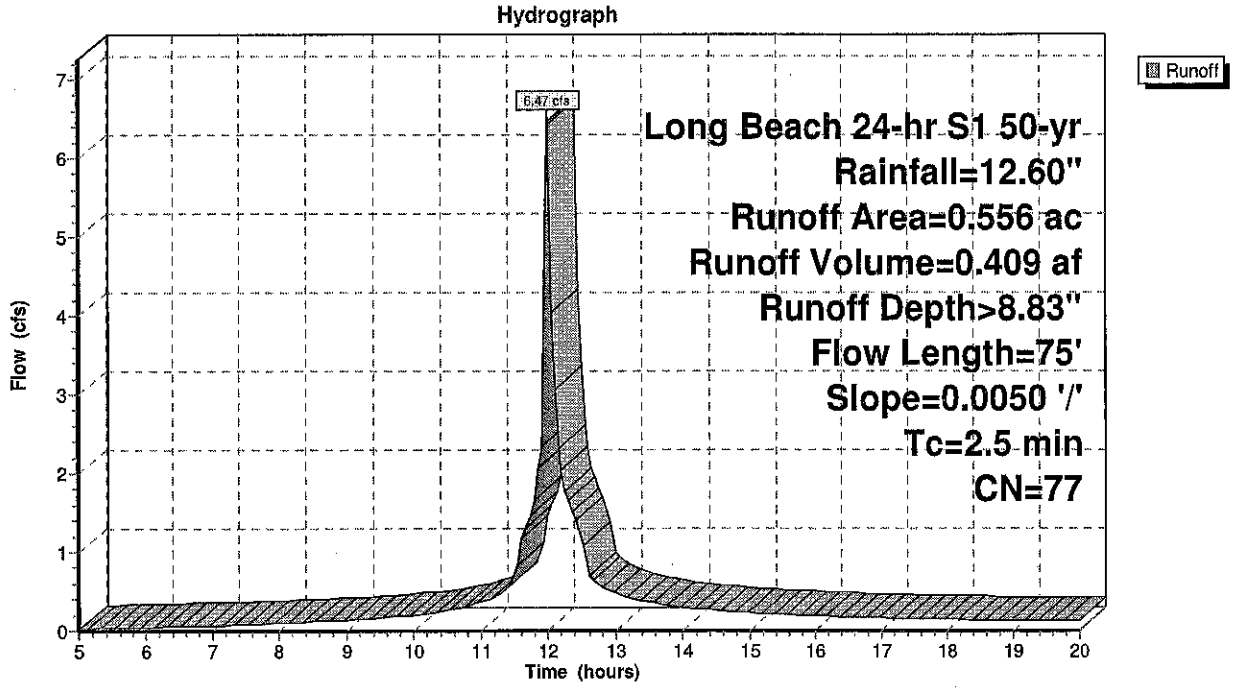
Runoff = 6.47 cfs @ 11.99 hrs, Volume= 0.409 af, Depth> 8.83"
Routed to Pond 1P : Detention

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.556	77	1/8 acre lots, 65% imp, HSG A
0.195		35.00% Pervious Area
0.361		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.5	75	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps

Subcatchment 36S: R



Summary for Subcatchment 37S: Q

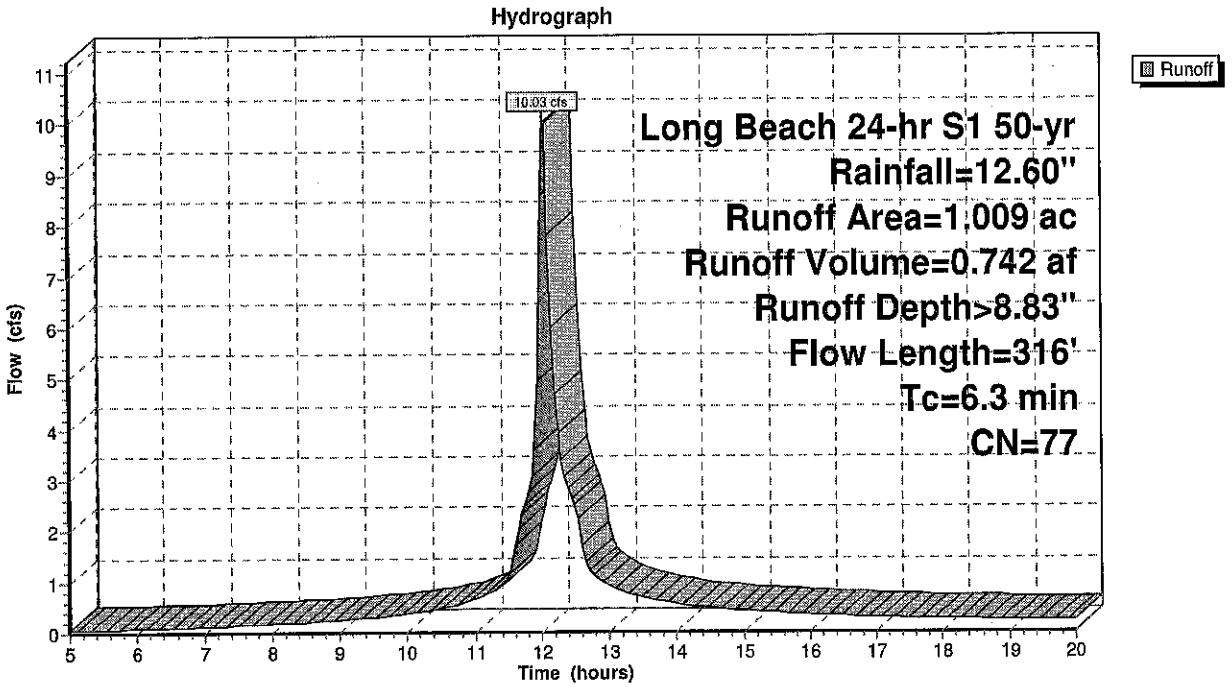
Runoff = 10.03 cfs @ 12.04 hrs, Volume= 0.742 af, Depth> 8.83"
Routed to Pond 15P : CI14

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.009	77	1/8 acre lots, 65% imp, HSG A
0.353		35.00% Pervious Area
0.656		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	104	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.8	212	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.3	316	Total			

Subcatchment 37S: Q



Summary for Subcatchment 38S: (new Subcat)

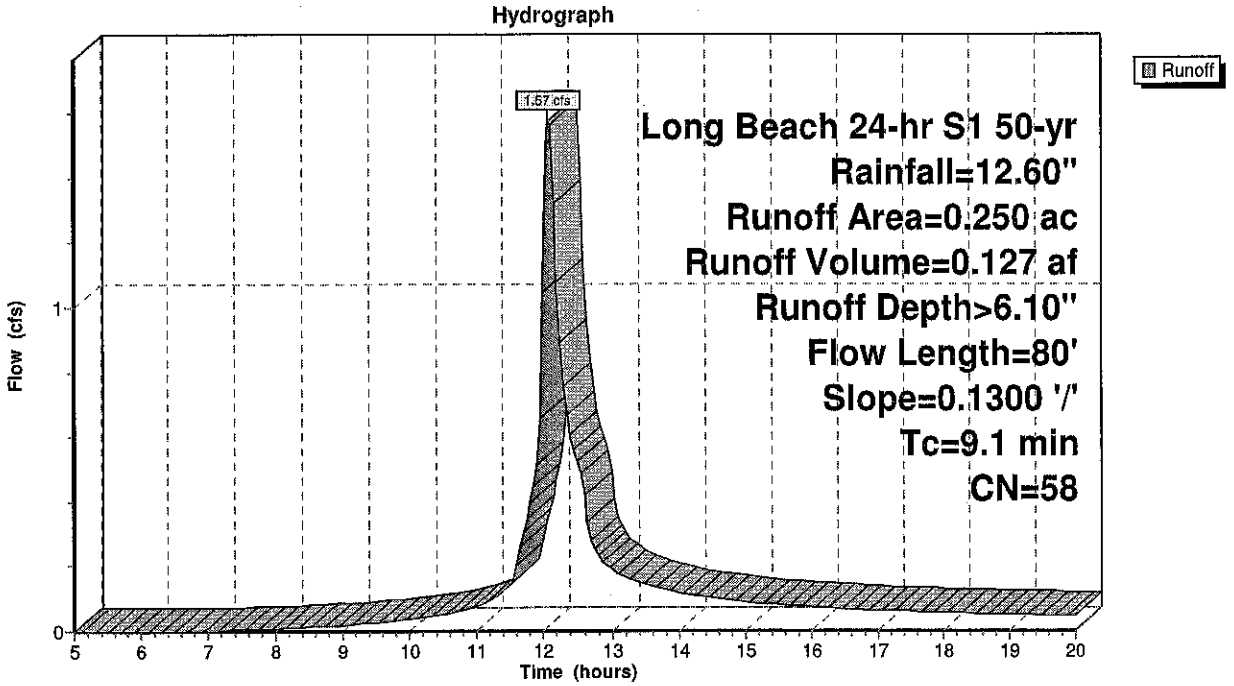
Runoff = 1.57 cfs @ 12.08 hrs, Volume= 0.127 af, Depth> 6.10"
Routed to Pond 19P : GI1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.250	58	Woods/grass comb., Good, HSG B
0.250		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	80	0.1300	0.15		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.81"

Subcatchment 38S: (new Subcat)



Summary for Pond 1P: Detention

Inflow Area =	12.319 ac, 63.68% Impervious, Inflow Depth > 8.77" for 50-yr event				
Inflow =	119.91 cfs @	12.04 hrs,	Volume=	9.004 af	
Outflow =	35.83 cfs @	12.37 hrs,	Volume=	8.555 af,	Atten= 70%, Lag= 20.0 min
Primary =	34.49 cfs @	12.37 hrs,	Volume=	8.530 af	
Secondary =	1.35 cfs @	12.37 hrs,	Volume=	0.025 af	

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.38' @ 12.37 hrs Surf.Area= 47,271 sf Storage= 124,626 cf

Plug-Flow detention time= 70.0 min calculated for 8.554 af (95% of inflow)
Center-of-Mass det. time= 49.9 min (812.4 - 762.4)

Volume	Invert	Avail.Storage	Storage Description
#1	18.75'	155,280 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

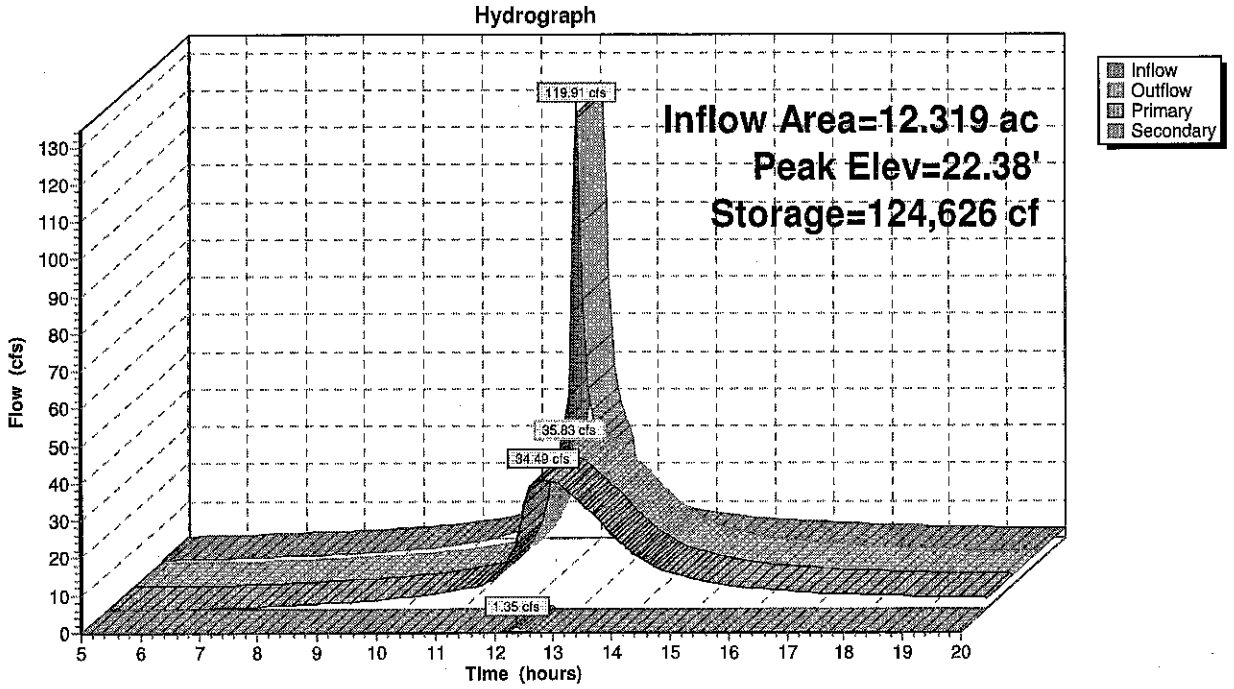
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
18.75	1,939	0	0
19.00	21,234	2,897	2,897
20.00	33,071	27,153	30,049
21.00	38,257	35,664	65,713
22.00	44,692	41,475	107,188
23.00	51,492	48,092	155,280

Device	Routing	Invert	Outlet Devices
#1	Primary	19.00'	**30.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads
#2	Secondary	22.30'	**18.0' long Sharp-Crested Rectangular Weir** 2 End Contraction(s)

Primary OutFlow Max=34.48 cfs @ 12.37 hrs HW=22.38' (Free Discharge)
└**1=Orifice/Grate** (Orifice Controls 34.48 cfs @ 7.02 fps)

Secondary OutFlow Max=1.27 cfs @ 12.37 hrs HW=22.38' (Free Discharge)
└**2=Sharp-Crested Rectangular Weir** (Weir Controls 1.27 cfs @ 0.91 fps)

Pond 1P: Detention



Summary for Pond 2P: Cl1

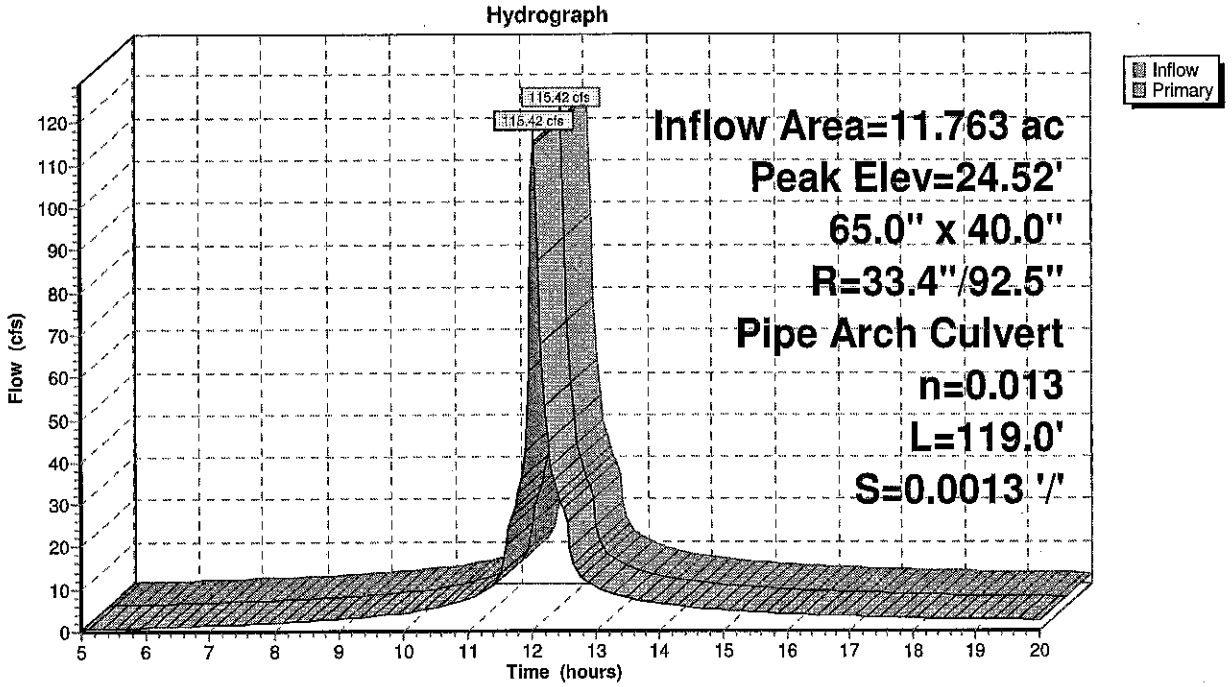
Inflow Area = 11.763 ac, 63.62% Impervious, Inflow Depth > 8.77" for 50-yr event
Inflow = 115.42 cfs @ 12.04 hrs, Volume= 8.595 af
Outflow = 115.42 cfs @ 12.04 hrs, Volume= 8.595 af, Atten= 0%, Lag= 0.0 min
Primary = 115.42 cfs @ 12.04 hrs, Volume= 8.595 af
Routed to Pond 1P : Detention

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.52' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.15'	**65.0" W x 40.0" H, R=33.4"/92.5" Pipe Arch RCP_Arch 65x40** L= 119.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.15' / 19.00' S= 0.0013 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 14.07 sf

Primary OutFlow Max=112.30 cfs @ 12.04 hrs HW=24.40' (Free Discharge)
└─**1=RCP_Arch 65x40** (Barrel Controls 112.30 cfs @ 7.98 fps)

Pond 2P: Cl1



Summary for Pond 3P: Cl17

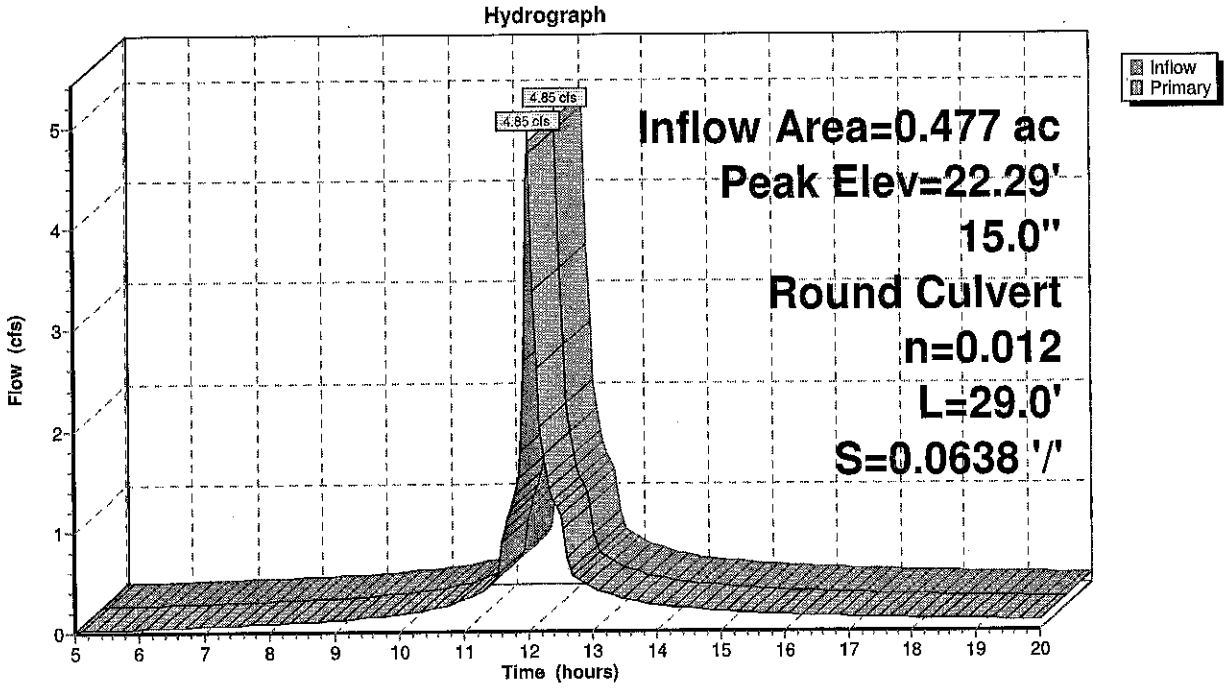
Inflow Area = 0.477 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 4.85 cfs @ 12.03 hrs, Volume= 0.351 af
Outflow = 4.85 cfs @ 12.03 hrs, Volume= 0.351 af, Atten= 0%, Lag= 0.0 min
Primary = 4.85 cfs @ 12.03 hrs, Volume= 0.351 af
Routed to Pond 2P : Cl1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.29' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	21.00'	**15.0" Round RCP_Round 15"** L= 29.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 21.00' / 19.15' S= 0.0638 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=4.66 cfs @ 12.03 hrs HW=22.25' (Free Discharge)
└─**1=RCP_Round 15"** (Inlet Controls 4.66 cfs @ 3.80 fps)

Pond 3P: Cl17



Summary for Pond 4P: CI2

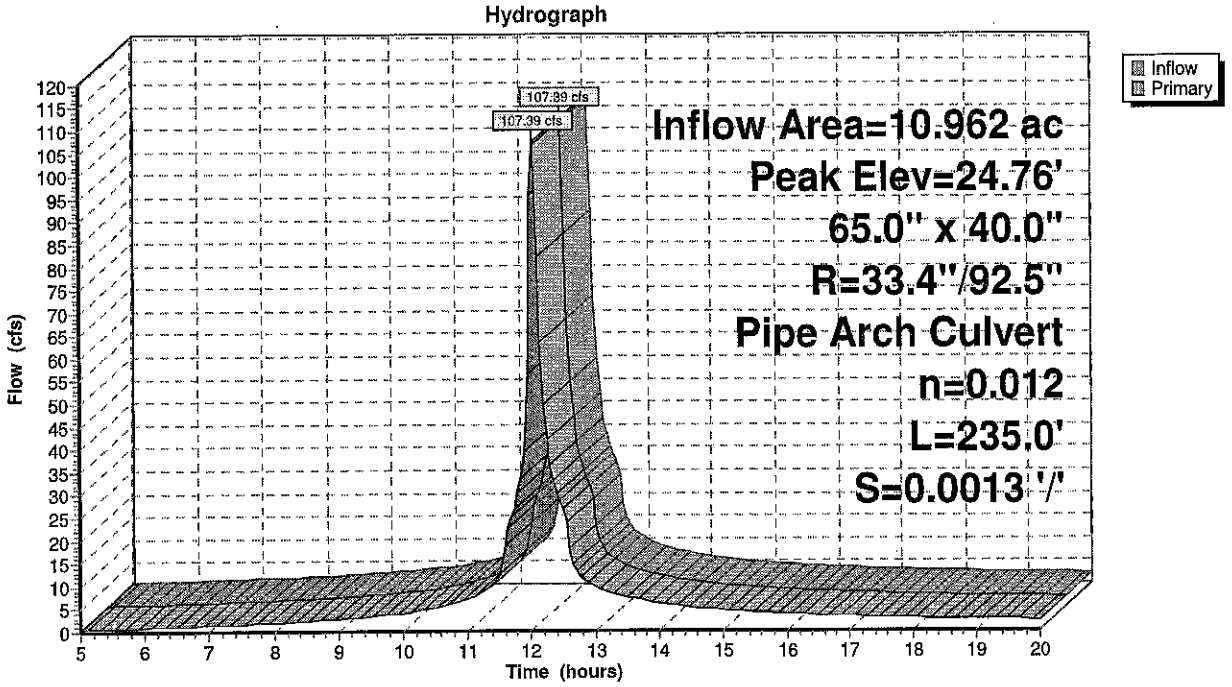
Inflow Area = 10.962 ac, 63.52% Impervious, Inflow Depth > 8.76" for 50-yr event
Inflow = 107.39 cfs @ 12.04 hrs, Volume= 8.006 af
Outflow = 107.39 cfs @ 12.04 hrs, Volume= 8.006 af, Atten= 0%, Lag= 0.0 min
Primary = 107.39 cfs @ 12.04 hrs, Volume= 8.006 af
Routed to Pond 2P : CI1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.76' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.45'	**65.0" W x 40.0" H, R=33.4"/92.5" Pipe Arch RCP_Arch 65x40** L= 235.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.45' / 19.15' S= 0.0013 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 14.07 sf

Primary OutFlow Max=104.69 cfs @ 12.04 hrs HW=24.62' (Free Discharge)
└─**1=RCP_Arch 65x40** (Barrel Controls 104.69 cfs @ 7.44 fps)

Pond 4P: CI2



Summary for Pond 5P: CI3

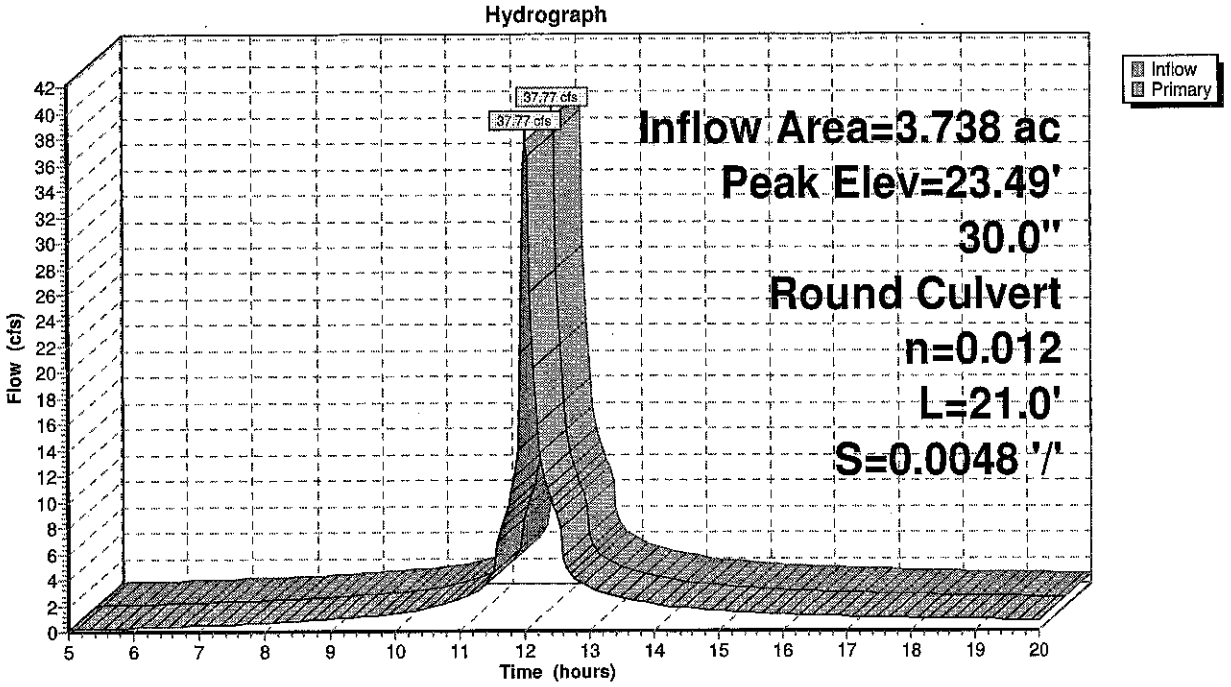
Inflow Area = 3.738 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 37.77 cfs @ 12.03 hrs, Volume= 2.750 af
Outflow = 37.77 cfs @ 12.03 hrs, Volume= 2.750 af, Atten= 0%, Lag= 0.0 min
Primary = 37.77 cfs @ 12.03 hrs, Volume= 2.750 af
Routed to Pond 4P : CI2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.49' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.55'	**30.0" Round RCP_Round 30"** L= 21.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.55' / 19.45' S= 0.0048 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=36.40 cfs @ 12.03 hrs HW=23.37' (Free Discharge)
└**1=RCP_Round 30"** (Barrel Controls 36.40 cfs @ 7.41 fps)

Pond 5P: CI3



Summary for Pond 6P: CI6

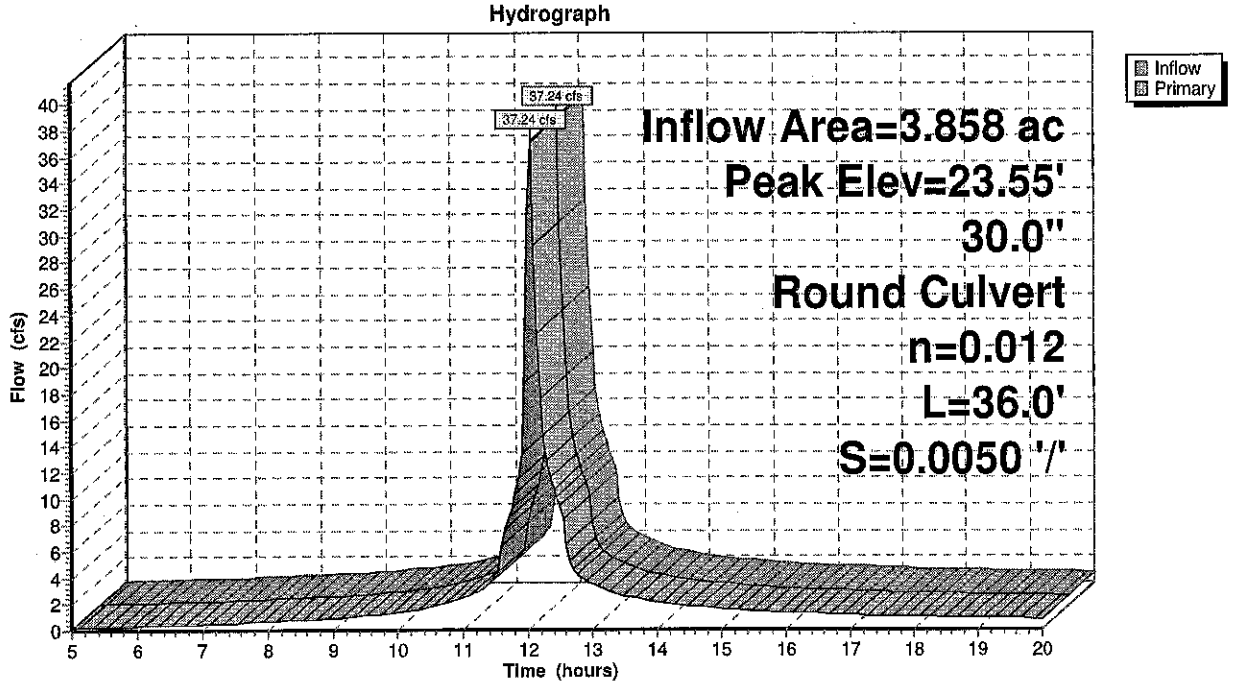
Inflow Area = 3.858 ac, 60.79% Impervious, Inflow Depth > 8.65" for 50-yr event
Inflow = 37.24 cfs @ 12.04 hrs, Volume= 2.781 af
Outflow = 37.24 cfs @ 12.04 hrs, Volume= 2.781 af, Atten= 0%, Lag= 0.0 min
Primary = 37.24 cfs @ 12.04 hrs, Volume= 2.781 af
Routed to Pond 4P : CI2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.55' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.63'	**30.0" Round RCP_Round 30"** L= 36.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.63' / 19.45' S= 0.0050 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=36.62 cfs @ 12.04 hrs HW=23.49' (Free Discharge)
└─**1=RCP_Round 30"** (Barrel Controls 36.62 cfs @ 7.46 fps)

Pond 6P: CI6



Summary for Pond 7P: CI7

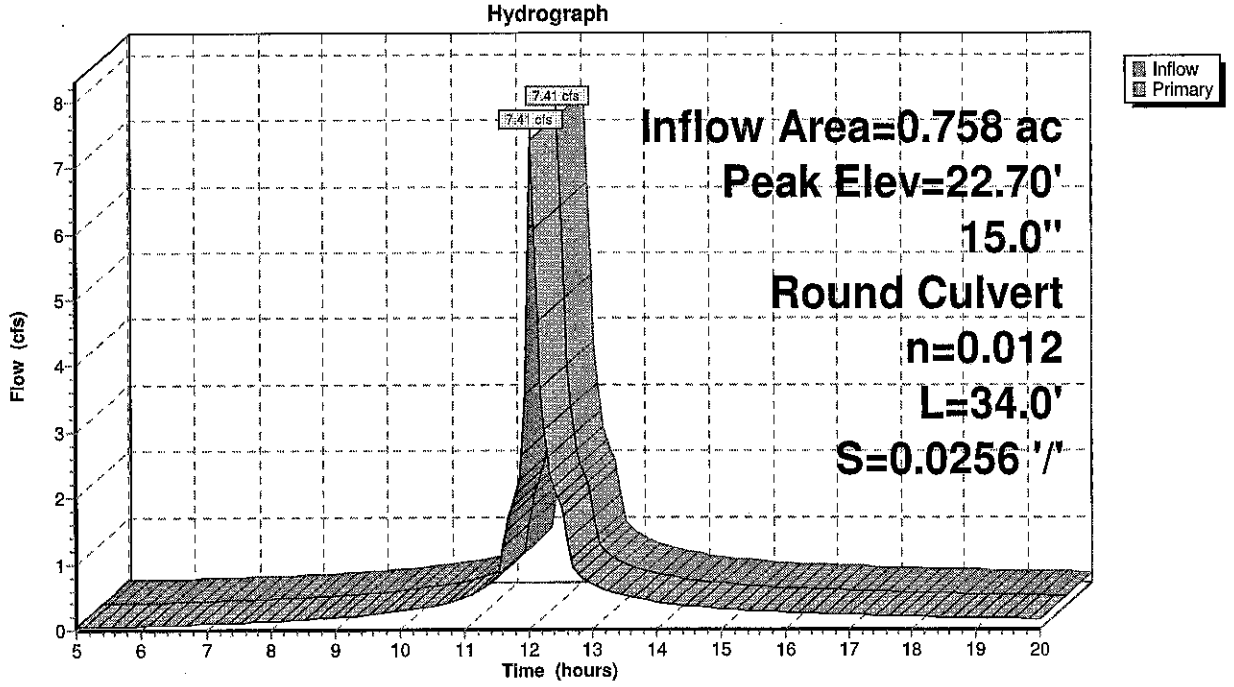
Inflow Area = 0.758 ac, 65.00% Impervious, Inflow Depth > 8.82" for 50-yr event
Inflow = 7.41 cfs @ 12.05 hrs, Volume= 0.557 af
Outflow = 7.41 cfs @ 12.05 hrs, Volume= 0.557 af, Atten= 0%, Lag= 0.0 min
Primary = 7.41 cfs @ 12.05 hrs, Volume= 0.557 af
Routed to Pond 6P : CI6

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.70' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.50'	**15.0" Round RCP_Round 15"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.50' / 19.63' S= 0.0256 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=7.41 cfs @ 12.05 hrs HW=22.70' (Free Discharge)
└**1=RCP_Round 15"** (Inlet Controls 7.41 cfs @ 6.04 fps)

Pond 7P: CI7



Summary for Pond 8P: CI8

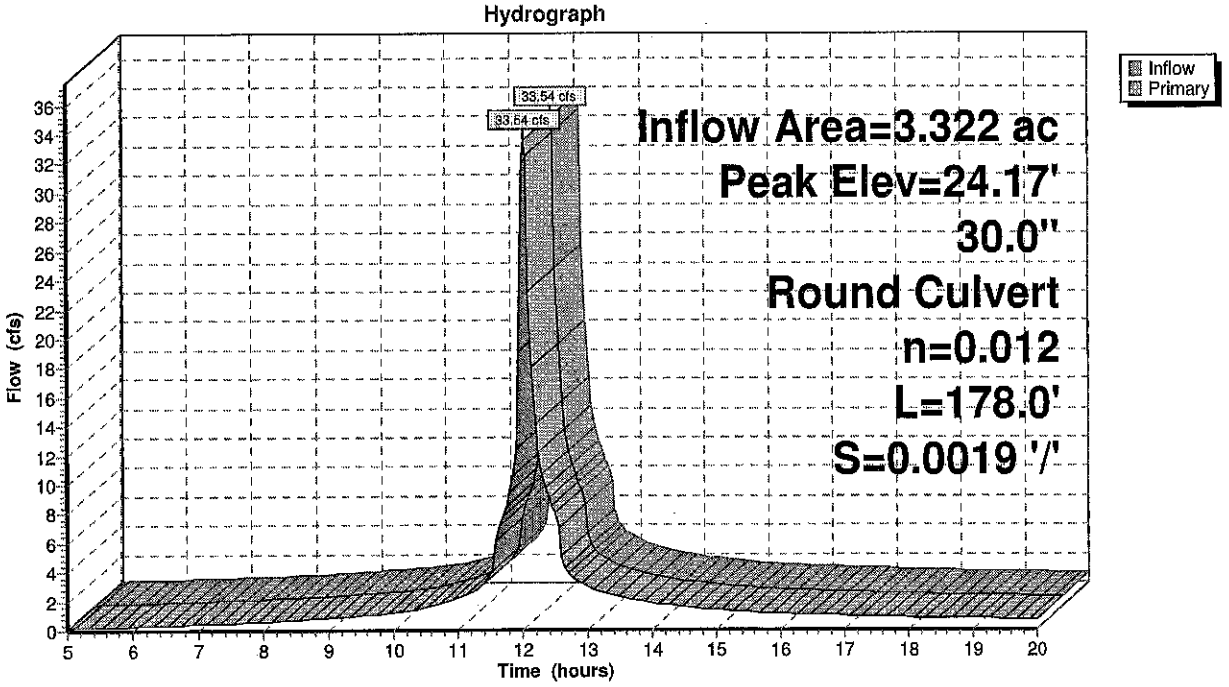
Inflow Area = 3.322 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 33.54 cfs @ 12.03 hrs, Volume= 2.444 af
Outflow = 33.54 cfs @ 12.03 hrs, Volume= 2.444 af, Atten= 0%, Lag= 0.0 min
Primary = 33.54 cfs @ 12.03 hrs, Volume= 2.444 af
Routed to Pond 5P : CI3

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.17' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.88'	**30.0" Round RCP_Round 30"** L= 178.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.88' / 19.55' S= 0.0019 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=32.33 cfs @ 12.03 hrs HW=24.01' (Free Discharge)
└─**1=RCP_Round 30"** (Barrel Controls 32.33 cfs @ 6.59 fps)

Pond 8P: CI8



Summary for Pond 9P: Cl9

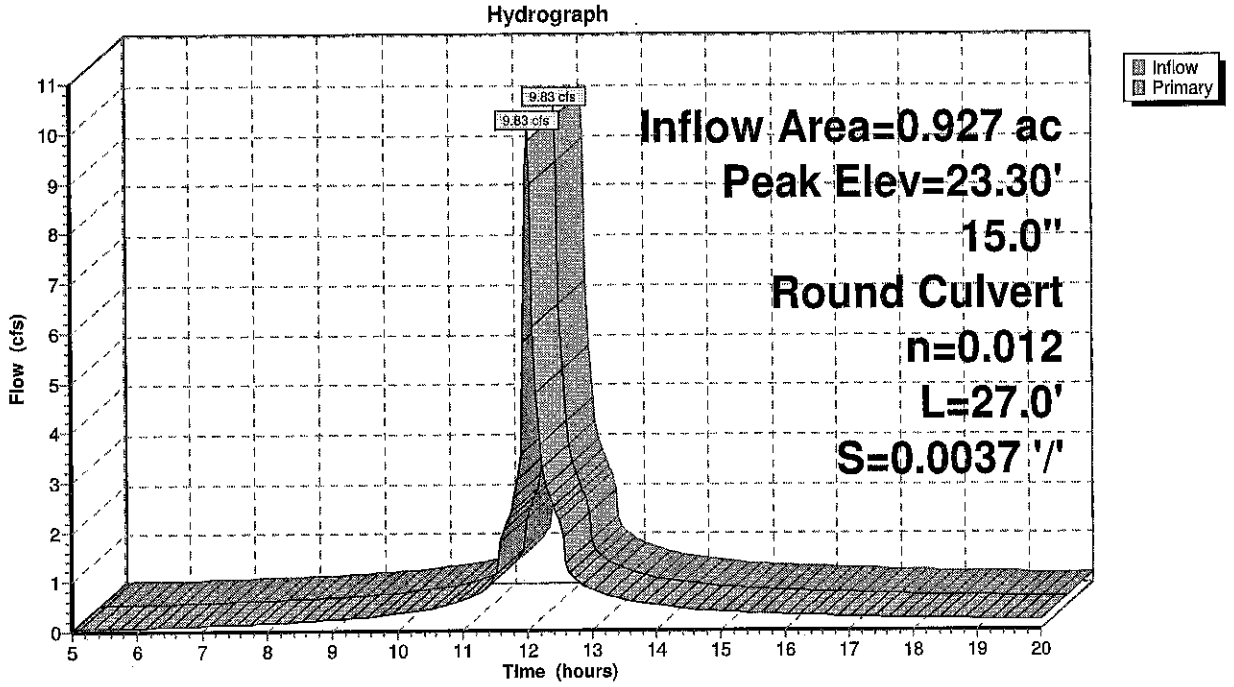
Inflow Area = 0.927 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 9.83 cfs @ 12.02 hrs, Volume= 0.682 af
Outflow = 9.83 cfs @ 12.02 hrs, Volume= 0.682 af, Atten= 0%, Lag= 0.0 min
Primary = 9.83 cfs @ 12.02 hrs, Volume= 0.682 af
Routed to Pond 8P : Cl8

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.30' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.98'	**15.0" Round RCP_Round 15"** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.98' / 19.88' S= 0.0037 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=9.33 cfs @ 12.02 hrs HW=23.10' (Free Discharge)
└─**1=RCP_Round 15"** (Inlet Controls 9.33 cfs @ 7.60 fps)

Pond 9P: Cl9



Summary for Pond 10P: CI16

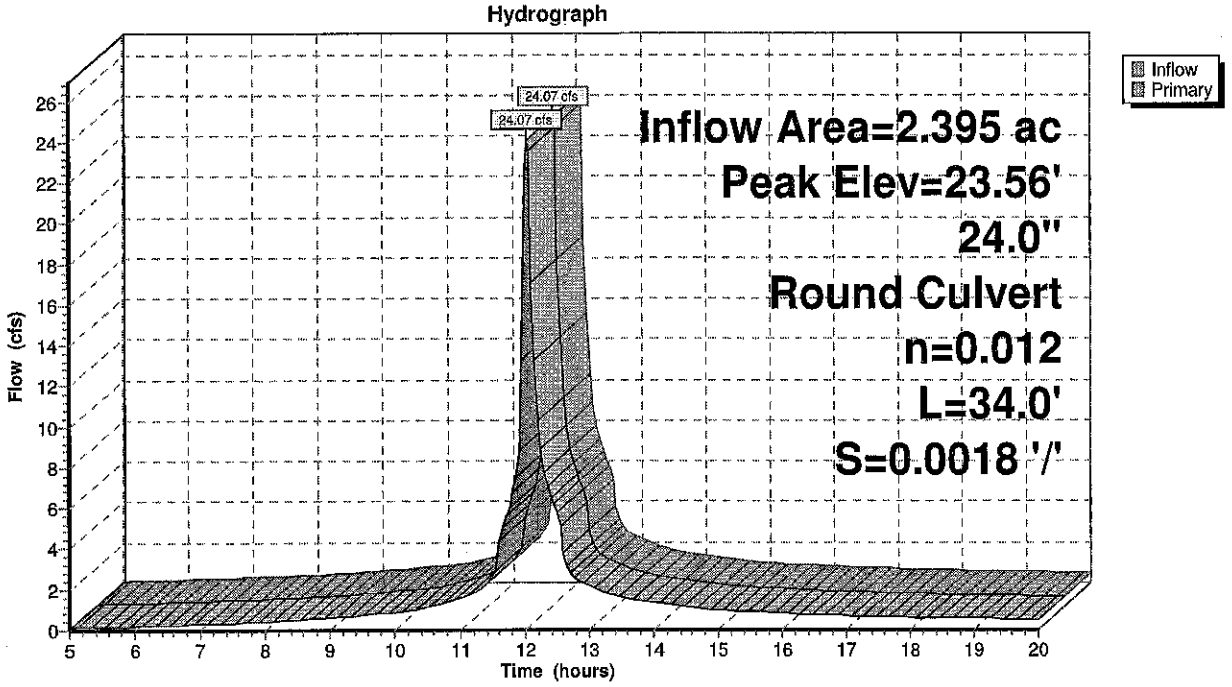
Inflow Area = 2.395 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 24.07 cfs @ 12.03 hrs, Volume= 1.762 af
Outflow = 24.07 cfs @ 12.03 hrs, Volume= 1.762 af, Atten= 0%, Lag= 0.0 min
Primary = 24.07 cfs @ 12.03 hrs, Volume= 1.762 af
Routed to Pond 8P : CI8

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.56' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.94'	**24.0" Round RCP_Round 24"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.94' / 19.88' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=23.21 cfs @ 12.03 hrs HW=23.46' (Free Discharge)
└─**1=RCP_Round 24"** (Barrel Controls 23.21 cfs @ 7.39 fps)

Pond 10P: CI16



Summary for Pond 11P: CI10

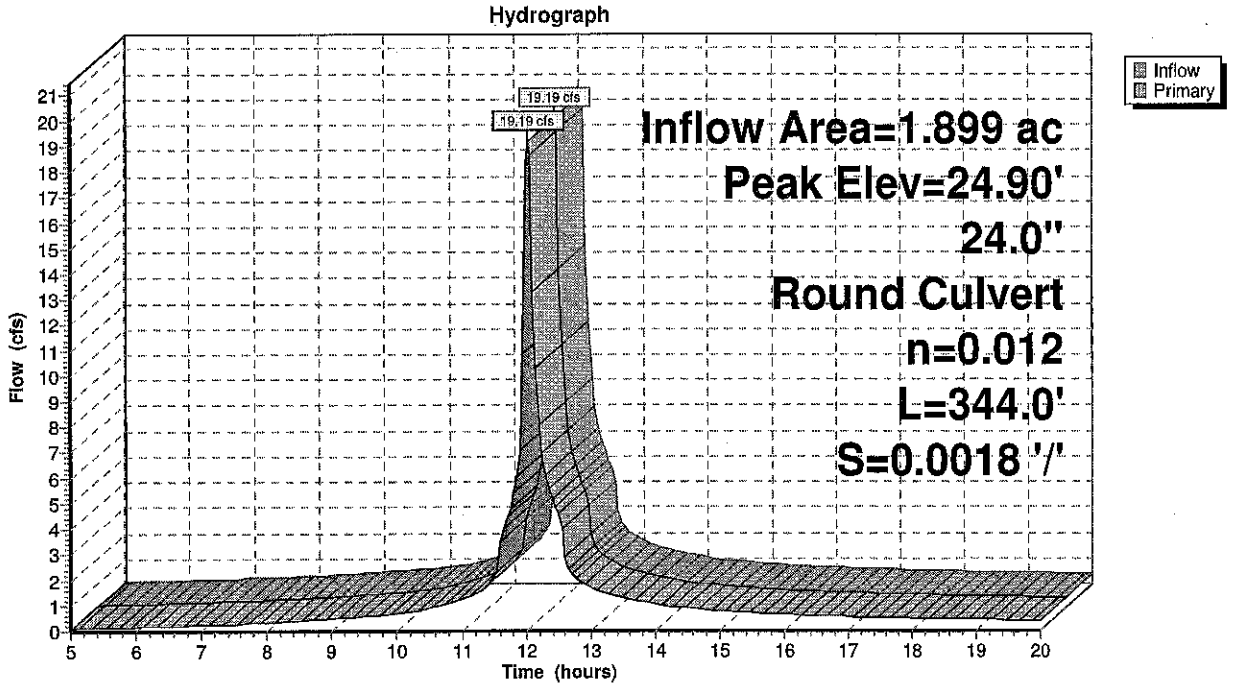
Inflow Area = 1.899 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 19.19 cfs @ 12.03 hrs, Volume= 1.397 af
Outflow = 19.19 cfs @ 12.03 hrs, Volume= 1.397 af, Atten= 0%, Lag= 0.0 min
Primary = 19.19 cfs @ 12.03 hrs, Volume= 1.397 af
Routed to Pond 10P : CI16

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.90' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.57'	**24.0" Round RCP_Round 24"** L= 344.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.57' / 19.94' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=18.49 cfs @ 12.03 hrs HW=24.71' (Free Discharge)
└─**1=RCP_Round 24"** (Barrel Controls 18.49 cfs @ 5.89 fps)

Pond 11P: CI10



Summary for Pond 12P: CI12

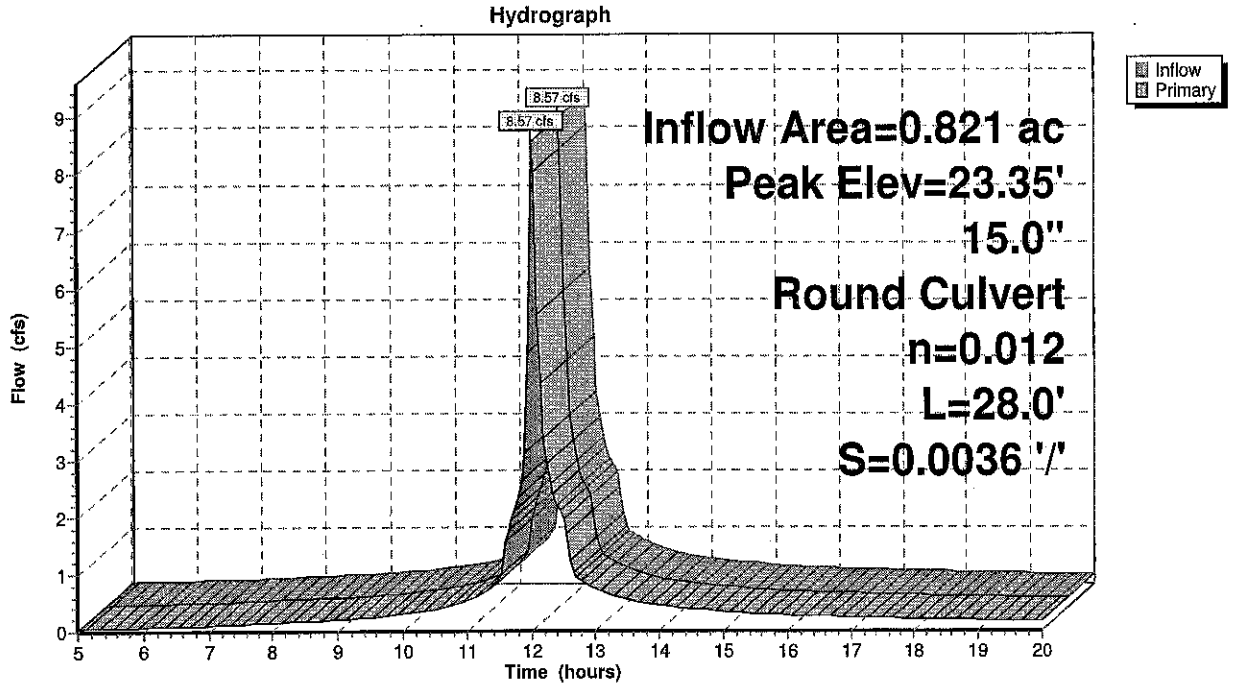
Inflow Area = 0.821 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 8.57 cfs @ 12.02 hrs, Volume= 0.604 af
Outflow = 8.57 cfs @ 12.02 hrs, Volume= 0.604 af, Atten= 0%, Lag= 0.0 min
Primary = 8.57 cfs @ 12.02 hrs, Volume= 0.604 af
Routed to Pond 11P : CI10

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.35' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.67'	**15.0" Round RCP_Round 15"** L= 28.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.67' / 20.57' S= 0.0036 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=8.14 cfs @ 12.02 hrs HW=23.22' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 8.14 cfs @ 6.63 fps)

Pond 12P: CI12



Summary for Pond 13P: CI11

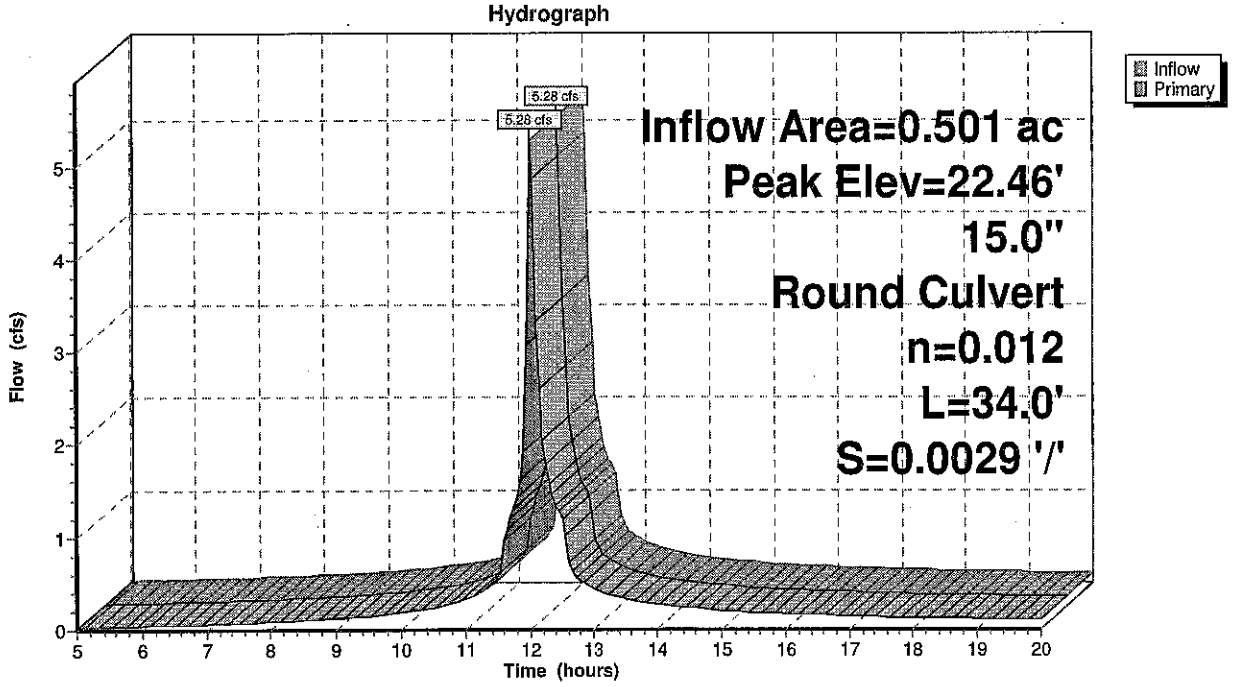
Inflow Area = 0.501 ac, 65.00% Impervious, Inflow Depth > 8.83" for 50-yr event
Inflow = 5.28 cfs @ 12.02 hrs, Volume= 0.369 af
Outflow = 5.28 cfs @ 12.02 hrs, Volume= 0.369 af, Atten= 0%, Lag= 0.0 min
Primary = 5.28 cfs @ 12.02 hrs, Volume= 0.369 af
Routed to Pond 11P : CI10

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.46' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.67'	**15.0" Round RCP_Round 15"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.67' / 20.57' S= 0.0029 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=5.01 cfs @ 12.02 hrs HW=22.38' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 5.01 cfs @ 4.08 fps)

Pond 13P: CI11



Summary for Pond 14P: CI13

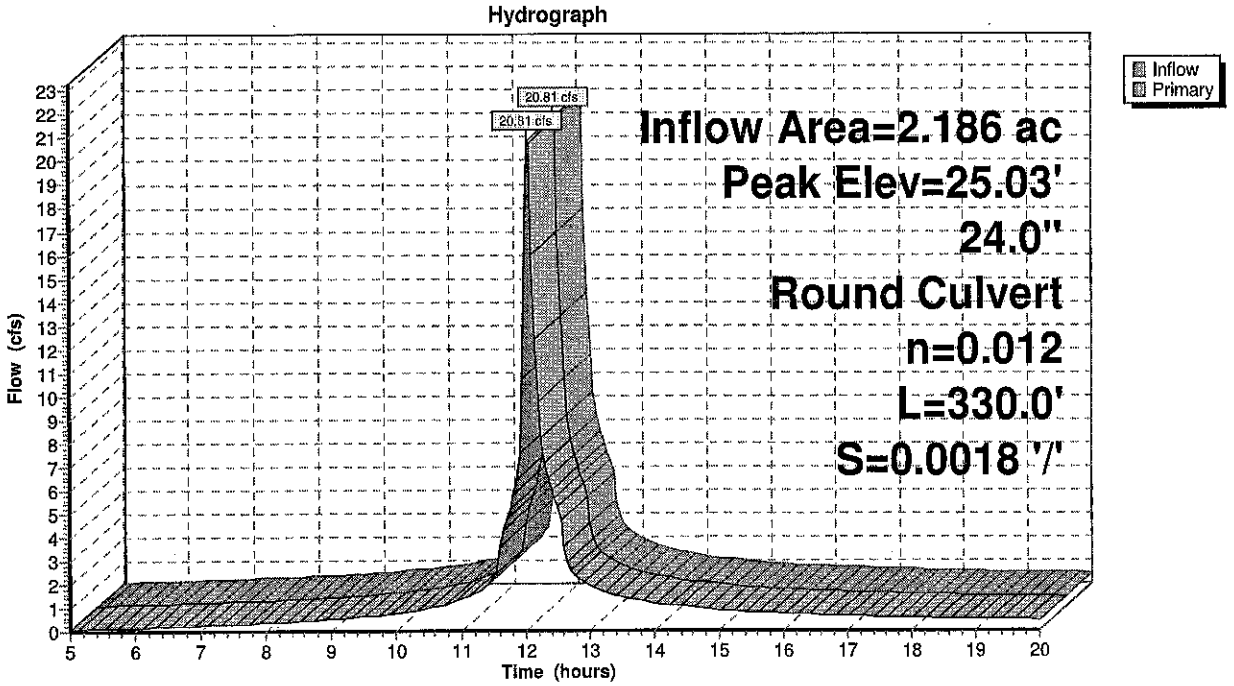
Inflow Area = 2.186 ac, 57.57% Impervious, Inflow Depth > 8.51" for 50-yr event
Inflow = 20.81 cfs @ 12.04 hrs, Volume= 1.551 af
Outflow = 20.81 cfs @ 12.04 hrs, Volume= 1.551 af, Atten= 0%, Lag= 0.0 min
Primary = 20.81 cfs @ 12.04 hrs, Volume= 1.551 af
Routed to Pond 6P : CI6

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 25.03' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.24'	**24.0" Round RCP_Round 24"** L= 330.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.24' / 19.63' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=20.33 cfs @ 12.04 hrs HW=24.88' (Free Discharge)
└─**1=RCP_Round 24"** (Barrel Controls 20.33 cfs @ 6.47 fps)

Pond 14P: CI13



Summary for Pond 15P: CI14

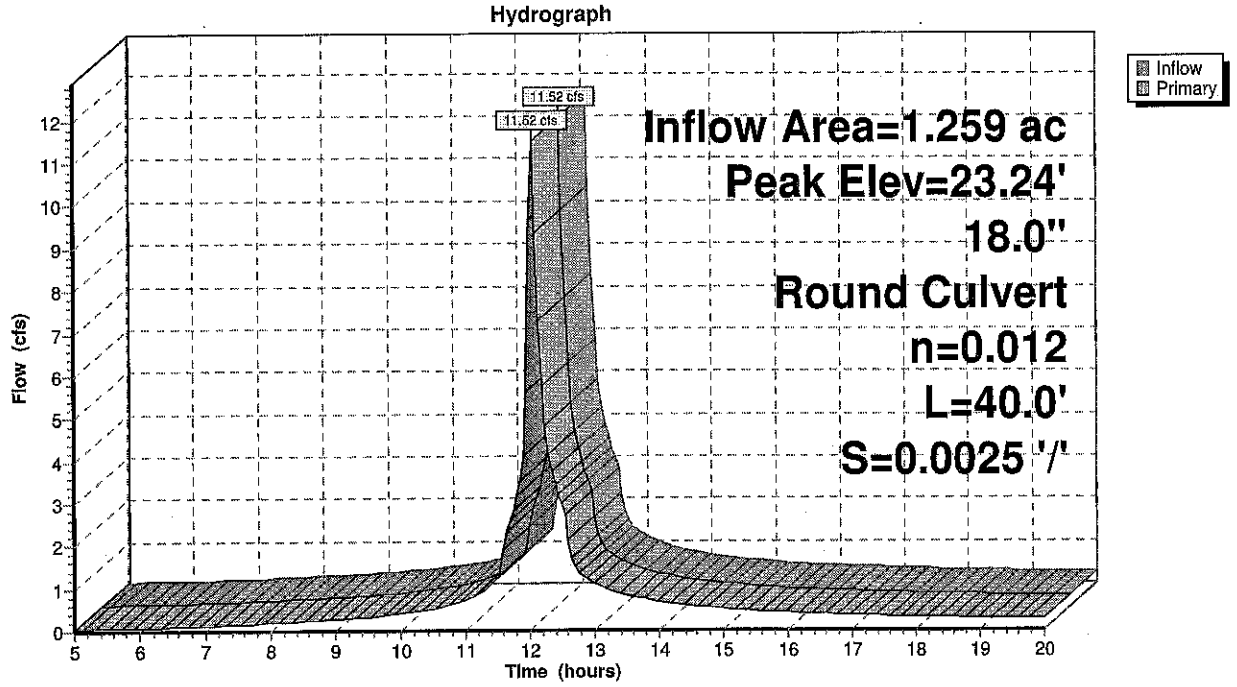
Inflow Area = 1.259 ac, 52.09% Impervious, Inflow Depth > 8.28" for 50-yr event
Inflow = 11.52 cfs @ 12.05 hrs, Volume= 0.869 af
Outflow = 11.52 cfs @ 12.05 hrs, Volume= 0.869 af, Atten= 0%, Lag= 0.0 min
Primary = 11.52 cfs @ 12.05 hrs, Volume= 0.869 af
Routed to Pond 16P : CI15

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.24' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.44'	**18.0" Round RCP_Round 18"** L= 40.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.44' / 20.34' S= 0.0025 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.77 sf

Primary OutFlow Max=11.45 cfs @ 12.05 hrs HW=23.23' (Free Discharge)
└**1=RCP_Round 18"** (Barrel Controls 11.45 cfs @ 6.48 fps)

Pond 15P: CI14



Summary for Pond 16P: Cl15

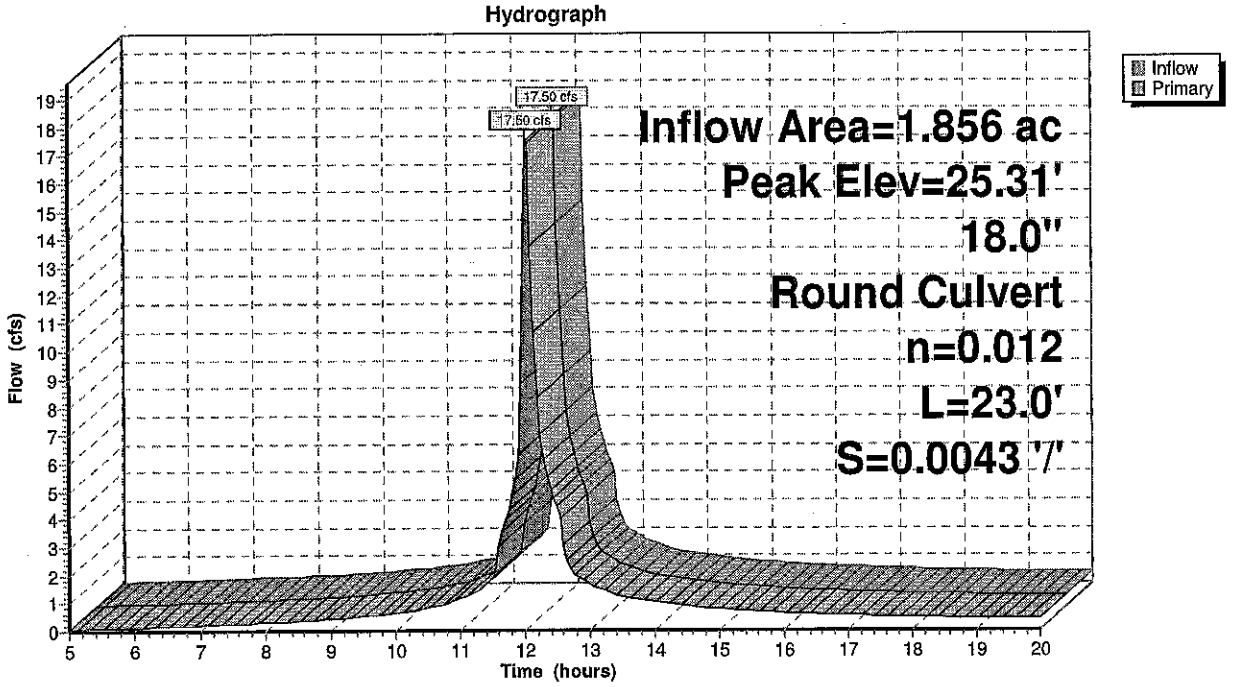
Inflow Area = 1.856 ac, 56.24% Impervious, Inflow Depth > 8.46" for 50-yr event
Inflow = 17.50 cfs @ 12.04 hrs, Volume= 1.308 af
Outflow = 17.50 cfs @ 12.04 hrs, Volume= 1.308 af, Atten= 0%, Lag= 0.0 min
Primary = 17.50 cfs @ 12.04 hrs, Volume= 1.308 af
Routed to Pond 14P : Cl13

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 25.31' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.34'	**18.0" Round RCP_Round 18"** L= 23.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.34' / 20.24' S= 0.0043 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.77 sf

Primary OutFlow Max=17.19 cfs @ 12.04 hrs HW=25.17' (Free Discharge)
└─**1=RCP_Round 18"** (Inlet Controls 17.19 cfs @ 9.73 fps)

Pond 16P: Cl15



Summary for Pond 17P: CI4

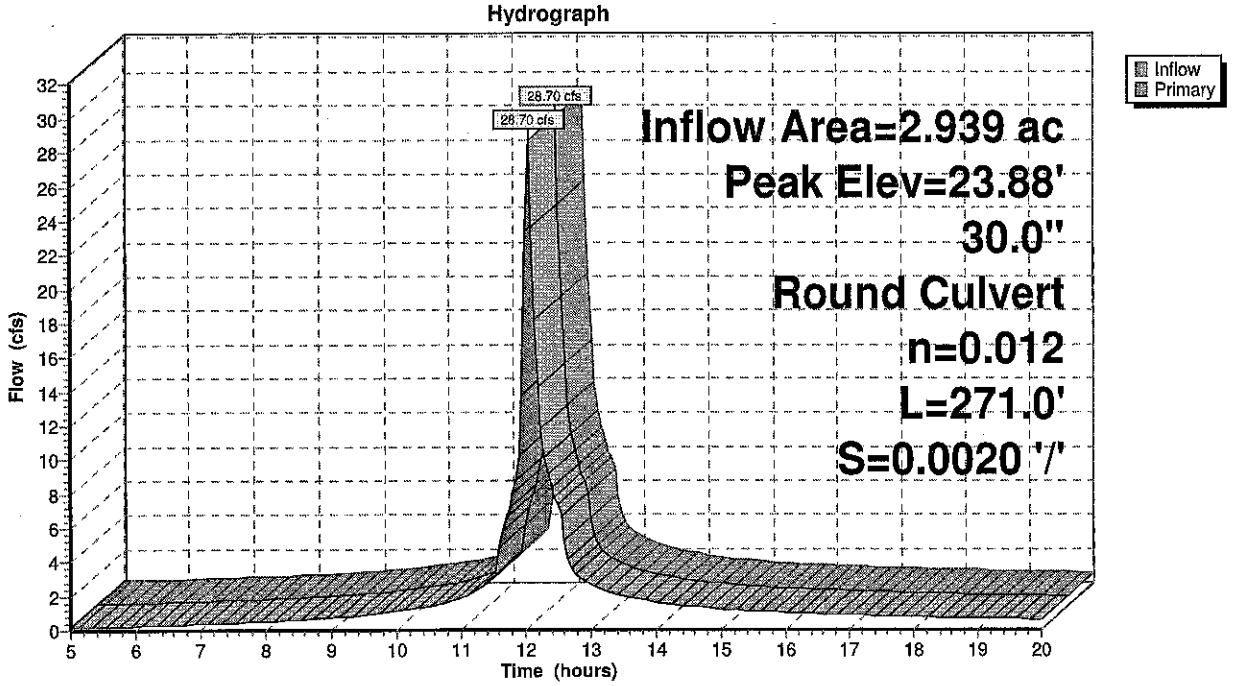
Inflow Area = 2.939 ac, 65.00% Impervious, Inflow Depth > 8.82" for 50-yr event
Inflow = 28.70 cfs @ 12.05 hrs, Volume= 2.161 af
Outflow = 28.70 cfs @ 12.05 hrs, Volume= 2.161 af, Atten= 0%, Lag= 0.0 min
Primary = 28.70 cfs @ 12.05 hrs, Volume= 2.161 af
Routed to Pond 4P : CI2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.88' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.99'	**30.0" Round RCP_Round 30"** L= 271.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.99' / 19.45' S= 0.0020 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=28.63 cfs @ 12.05 hrs HW=23.87' (Free Discharge)
└─**1=RCP_Round 30"** (Barrel Controls 28.63 cfs @ 5.83 fps)

Pond 17P: CI4



Summary for Pond 18P: Cl5

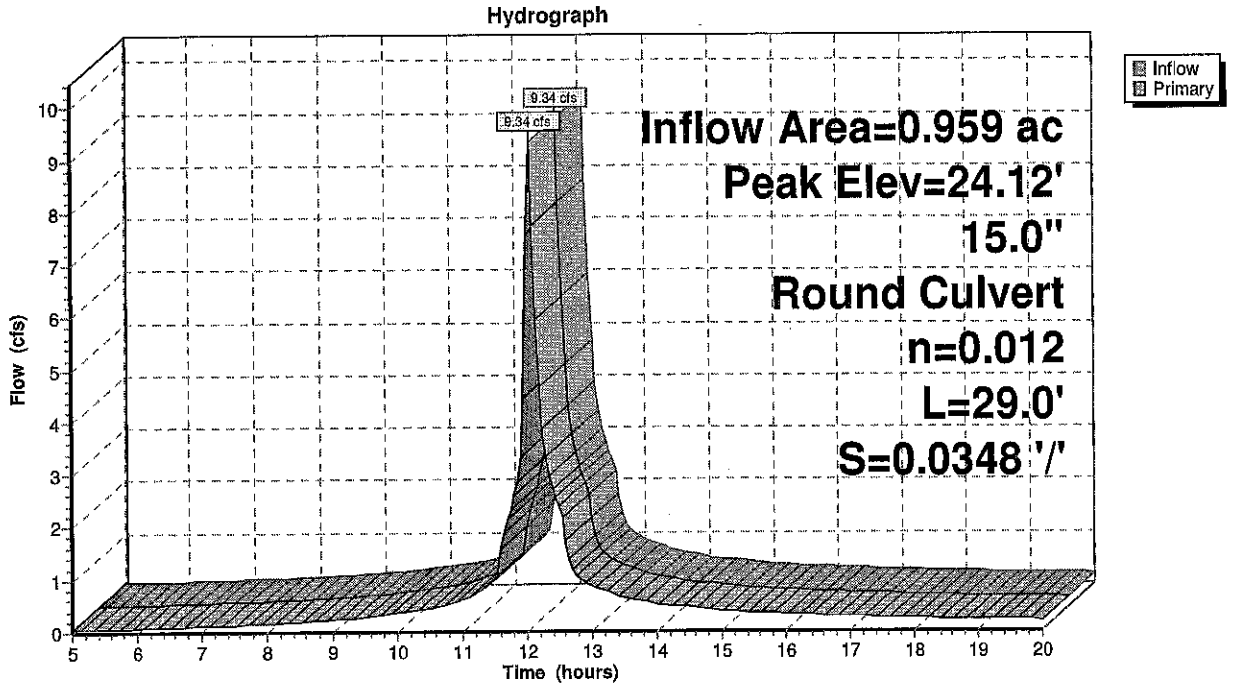
Inflow Area = 0.959 ac, 65.00% Impervious, Inflow Depth > 8.82" for 50-yr event
Inflow = 9.34 cfs @ 12.05 hrs, Volume= 0.705 af
Outflow = 9.34 cfs @ 12.05 hrs, Volume= 0.705 af, Atten= 0%, Lag= 0.0 min
Primary = 9.34 cfs @ 12.05 hrs, Volume= 0.705 af
Routed to Pond 17P : Cl4

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.12' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	21.00'	**15.0" Round RCP_Round 15"** L= 29.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 21.00' / 19.99' S= 0.0348 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=9.30 cfs @ 12.05 hrs HW=24.10' (Free Discharge)
└**1=RCP_Round 15"** (Inlet Controls 9.30 cfs @ 7.58 fps)

Pond 18P: Cl5



Summary for Pond 19P: GI1

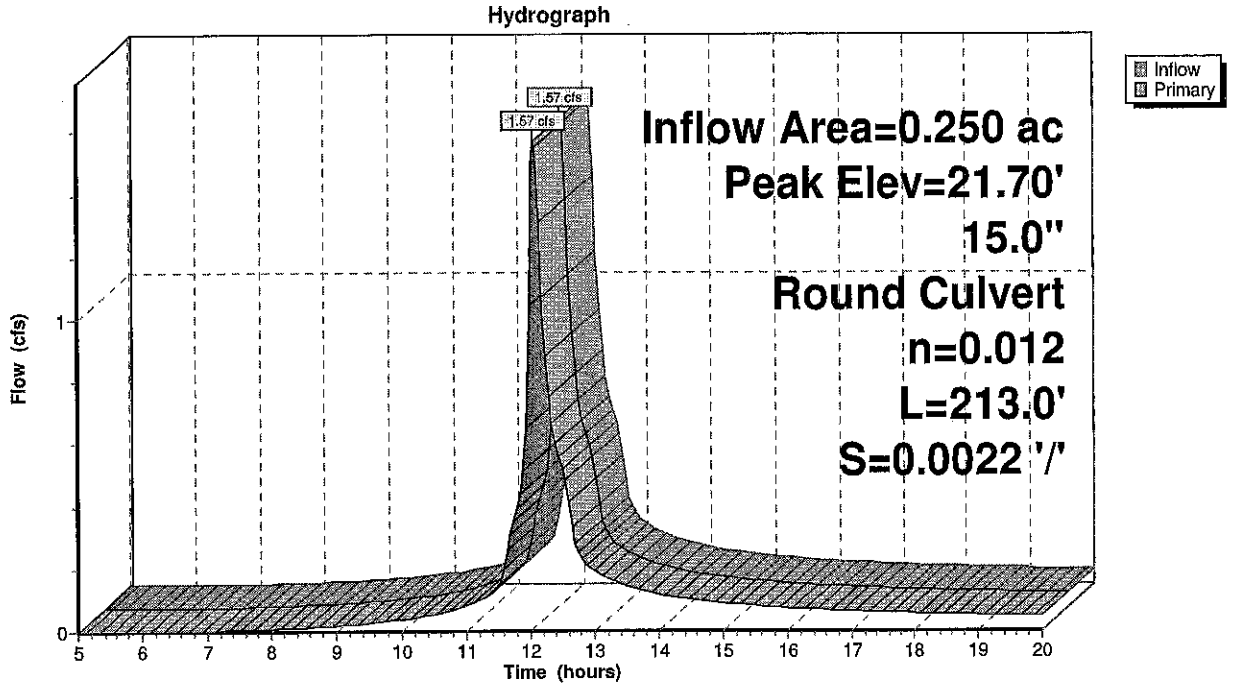
Inflow Area = 0.250 ac, 0.00% Impervious, Inflow Depth > 6.10" for 50-yr event
Inflow = 1.57 cfs @ 12.08 hrs, Volume= 0.127 af
Outflow = 1.57 cfs @ 12.08 hrs, Volume= 0.127 af, Atten= 0%, Lag= 0.0 min
Primary = 1.57 cfs @ 12.08 hrs, Volume= 0.127 af
Routed to Pond 15P : CI14

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 21.70' @ 12.08 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.90'	**15.0" Round RCP_Round 15"** L= 213.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.90' / 20.44' S= 0.0022 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=1.54 cfs @ 12.08 hrs HW=21.69' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 1.54 cfs @ 2.68 fps)

Pond 19P: GI1



PROJECT SPECIFICATIONS

FOR THE CONSTRUCTION OF

GULF GROVE SUBDIVISION

HARRISON COUNTY, MISSISSIPPI

OWNER:
C&G HOLDINGS, LLC.
14397 CREOSOTE ROAD
GULFPORT, MS 39503

ENGINEER:
DANIEL R. BOUDREAUX JR., P. E., INC.
17381 S. CARR BRIDGE ROAD
BILOXI, MS 39532

JULY 04, 2022

TABLE OF CONTENTS

1.1 Clearing and Grubbing 3

1.2 Drainage Construction 4

1.3 Road Construction 9

1.4 Manholes 12

1.5 Gravity Sewer Pipe 15

1.6 Gate Valves & Valve Boxes 31

1.7 Water Pipe & Fittings 33

1.8 Fire Hydrants 48

1.9 Connections to Existing Water Mains 50

1.10 Water Services 52

1.11 Utility Adjustment and Repair 54

1.12 Restoration of Disturbed Facilities 57

1.13 Pipe Foundation Materials 65

CLEARING AND GRUBBING

1.0 SCOPE OF WORK

All labor, material, equipment, tools and services required for the clearing, grubbing, removing and disposing of all debris, underbrush, organic soil, trees and associated root systems not designated to remain, within the limits of required construction as designated in the drawings.

2.0 MATERIALS

Not Applicable

3.0 CONSTRUCTION REQUIREMENTS

3.1 CONTRACTOR shall protect and preserve the established reference points.

3.2 If directed by the OWNER or ENGINEER, hardwood trees 6 inch diameter or greater located between the right-of-way line and the proposed back of curb shall be protected during all construction activities to the greatest extent practical.

3.3 All operations will be conducted in such a manner as to prevent injury or damage to adjacent property or to features designated to remain.

3.4 All surface objects and all trees, stumps, roots and other protruding or underground obstructions not designated to remain, as stated above, within the roadway right-of-way, shall be cleared and grubbed. Roots, 1/2" diameter and larger, shall be removed under the limits of the roadway to a minimum depth of two feet. Stumps shall be removed in their entirety.

4.0 METHOD OF MEASUREMENT

Clearing and grubbing will be measured for payment as a lump sum.

DRAINAGE CONSTRUCTION

1.0 SCOPE OF WORK

All labor, materials, tools, equipment and incidentals to construct culverts, ditches, catch basins, curb inlets, paved and unpaved swales, in accordance with these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the drawings or established by the ENGINEER.

2.0 MATERIALS

2.1 Concrete - Class B, MDOT Standard Specifications.

2.2 Curing Materials - Type 2 (white pigmented) liquid membrane compound.

2.3 Bar Reinforcement - Grade 40 or 60 billet steel conforming to ASTM A-615.

2.4 Castings - Shall be of uniform quality, free from blowholes, shrinkage, distortion or other defects. They shall be smooth and well cleaned by shot blasting. Metal used in manufacture shall conform to ASTM A48-76 Class 35 for Gray Iron and ASTM A536-80 Grade 65-45-12 for Ductile Iron. All castings shall be true to pattern, component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling. Tolerance shall be plus or minus 1/16 inch per foot.

2.5 Expansion Joint - Preformed expansion joint filler for concrete, AASHO M-33.

2.6 Mortar - One (l) part Portland Cement, three (3) parts mortar sand, hydrated lime in proportion of one-tenth (1/10) part by volume of the cement, and sufficient water to provide consistency so that it can be easily handled and spread with a trowel.

2.7 Concrete Masonry Unit - Nominal 8" x 8" x 16" per ASTM.

2.8 Concrete Culvert Pipe - **no lifting holes will be allowed** - Reinforced round concrete pipe "O" ring type rubber gasket joint, ASTM C-76, Class III; reinforced arch concrete pipe, ASTM C-506, Class III.

2.9 Bituminous Plastic Joint Sealer - for arch concrete pipe - Steam-refined petroleum asphalt or refined coal tar conforming to S-707.04, MDOT, State Aid Specifications.

2.10 HDPE Polyethylene Culvert Pipe - Perforated Corrugated high-density polyethylene (HDPE) pipe with an integrally formed smooth interior of the nominal size listed in the pipe schedule, conforming to ASTM M294 and M252. **All HDPE pipe specified in this project shall be Perforated.** The minimum parallel plate pipe stiffness (per ASTM D-2414) shall be as follows:

Pipe Size	Stiffness
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

Joints shall be made with external split coupling, corrugated to engage not less than two pipe wall corrugations on each side of the joint.

2.11 Limestone Riprap - 300 lb size per ASTM gradation requirements.

2.12 Seed - In-season mixture 1,2,3 or 4 per S-214.03, MDOT State Aid Specifications.

2.13 Sock Pipe - 4" diameter perforated drain pipe with factory installed filter fabric wrap for full length.

2.14 Geotextile Fabric - Fabric shall conform to ASTM D-1682-64 (1975), ASTM D-2263-68, and D-1682-84 and also to AATCC-30-74, EURM-100. Fabric shall consist of long-chained filaments formed into a stable network.

Used for following installations:

Wrapping of concrete pipe joints
Wrapping full length of perforated HDPE pipe
Place under all rip-rap

3.0 CONSTRUCTION REQUIREMENTS

3.1 Culverts including box culverts, shall be constructed in accordance with the construction requirements of Section S-603, Class C bedding, MDOT State Aid Specifications.

3.2 HDPE perforated pipe shall be completely wrapped in geotextile fabric with a minimum overlap of 12 inches around the pipe and 24 inches at joint splices in the fabric. The trench shall be lined with the fabric after final grading is complete and just prior to placement of the pipe in the trench.

3.3 Conduits shall be joined using couplings manufactured and furnished by the pipe manufacturer and installed per the manufacturer's recommendations for areas having high ground water levels. A strip of approved geotextile fabric not less than 36" wide shall be wrapped completely around each concrete pipe joint just prior to backfilling. Geotextile fabric strips shall be 3 feet wide centered over the joint with a minimum 18 inch overlap.

3.4 Sock pipe, 4" diameter shall be installed parallel with all concrete culverts under new streets which connect into curb inlets. It shall be tied into the catch basin at the low end of the pipe segment. The sock pipe shall be installed at an invert elevation 4" above the parallel concrete culvert invert.

3.5 Flared End Sections shall be installed with a 6" wide x 12" deep non-reinforced concrete toe wall extending the full width of the flared end.

3.6 Junction boxes, catch basins and curb inlets shall be constructed in accordance with the construction requirements of Section S-601, MDOT State Aid Specifications.

3.7 Backfilling

3.7.1 All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

3.7.2 All pipe, as soon as laid, shall have the space between the pipe and the bottom and sides of the trench backfilled initially to the spring line of the pipe with a select backfill material. This material shall be carefully and uniformly tamped under the pipe haunches and to the spring line so as to eliminate the possibility of lateral development.

3.7.3 After the select backfill material has been placed to the spring line and thoroughly tamped, backfill may then proceed with the placement of select backfill material one foot above the top of the pipe. The material shall be carefully and uniformly tamped by self powered mechanical tampers or adequate gravity force tampers to a Standard Proctor Density of 95% where the pipe line is under an existing or proposed street and 85% density elsewhere.

3.7.4 If the ENGINEER determines that the trench excavation does not provide a natural select backfill material for backfill purposes he may authorize CONTRACTOR to furnish a select backfill material from off-site sources conforming with the material requirements of 2.0 Materials of Section 9.3 Road Construction and where so authorized, payment for the select backfill material will be made as Select Backfill Borrow Material.

3.7.5 The trench shall then be backfilled using the best native material secured from the trench excavation and compacted to a Standard Proctor Density of 95% where the pipe line is under an existing or proposed street and 85% density elsewhere.

3.7.6 All surplus excavated material which is not used in backfilling or material not suitable for backfill shall be spread on site as directed by the ENGINEER.

3.7.7 The ground surface that has been affected by CONTRACTOR's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.

3.8 Ditches and swales shall be dressed to a smooth and uniform surface.

3.9 Excavation and backfill required for construction of culverts, junction boxes, curb inlets and flared end sections shall be included in the price for the structure.

3.10 Limestone riprap shall be neatly placed at locations indicated on the drawings or as directed by the ENGINEER.

3.11 The ground surface that has been affected by CONTRACTOR's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.

4.0 METHOD OF MEASUREMENT

4.1 Junction boxes, catch basins and curb inlets will be measured for payment by the number of completed units in place, per each.

4.2 Culvert pipe of the several types will be measured in linear feet by multiplying the number of commercial lengths necessary and used to provide the specified lengths by the nominal laying length per pipe section. The unit price shall include materials and installation of a parallel 4" sock pipe.

4.3 Culvert pipe end sections will be measured for payment by the number of units of the kind and size specified complete in place.

4.4 Limestone riprap shall be field measured by the square yard including filter fabric.

4.5 Swales and ditches will be measured for payment as a lump sum.

ROAD CONSTRUCTION

1.0 SCOPE OF WORK

All labor, materials, tools, and equipment to perform in-grade preparation of roadway soils and placement of select borrow material required to prepare a subbase for roadway construction and to construct curbs and gutters, barrier curbing, a base course and hot bituminous pavement surface course in reasonably close conformity with the lines, grades, thickness' and typical cross section shown in the specifications or established by the ENGINEER.

Installation of street signage shall also be performed under this specification.

2.0 MATERIALS

2.1 Select Borrow Material - Material shall be sandy fill with less than 10 percent passing a No. 200 sieve.

2.2 Base Material - Eight (8) inch minimum thickness, crushed limestone, size 610, MDOT State Specifications or as directed by the Jackson County.

2.3 Bituminous Prime Coat - at CONTRACTOR's option - cut back asphalt or emulsified asphalt meeting the material requirements of Subsection S-702.08, MDOT State Aid Specifications.

2.4 Hot Bituminous Pavement - Surface Course No. SC-1, two inches (2") minimum thickness, MDOT State Aid Specifications.

2.5 Concrete - Class B, MDOT State Aid Specifications.

2.6 Curing Materials - Type 2 (white pigmented) liquid membrane compound.

2.7 Expansion Joint - Preformed expansion joint filler for concrete, AASHO M-33.

2.8 Bar Reinforcement - Grade 40 or 60 billet steel conforming to ASTM A-615.

2.9 Street Signs - Type, style, size and quality for all signs, brackets and poles. Post shall be U-Channel, 12 ft long, 3 lb per foot. Sheeting shall be High Density.

3.0 CONSTRUCTION REQUIREMENTS

3.1 CONTRACTOR shall be responsible for the layout of the work and will protect and preserve the established reference points.

3.2 Upon completion of the clearing and grubbing operations and installation of utilities, CONTRACTOR shall prepare the subgrade to specification requirements.

3.3 Subgrade preparation shall be performed prior to curb and gutter construction.

3.4 Sub-grade Preparation shall include all excavation required to the bottom of proposed base material as calculated from plan grades. Excavated material shall be placed on proposed lots at locations designated by the OWNER. It shall be shaped and graded to drain.

3.5 The exposed sub-grade shall then be proof-rolled in the presence of the ENGINEER to determine if any soft or yielding spots are evident. Affected areas shall be excavated to depths as designated by the OWNER or ENGINEER and backfilled in 8 inch compacted lifts with select borrow material. Each lift shall be compacted to a minimum 95% Modified Proctor Density. Authorized excavation required for undercutting will be paid for as extra.

3.6 Stockpile a sufficient quantity of on-site top soil for plating of area between property line and curbs.

3.7 Density tests must be performed on the subgrade by a testing laboratory approved by the ENGINEER. A minimum compaction of 95% Modified Proctor Density must be obtained prior to placement of the base course.

3.8 Construct curbs and gutters in accordance with construction requirements of Section S-609, MDOT State Aid Specifications.

3.9 Construct base course in accordance with the construction requirements of Section S-304, MDOT State Aid Specifications to a minimum compaction of 100% Modified Proctor Density.

3.10 The base course must be proof-rolled in the presence of the ENGINEER and also tested for conformance to the specifications by a qualified testing laboratory approved by the ENGINEER. Test results must be submitted to the ENGINEER for review. A minimum density of 100% as measured by the Modified Proctor Test must be obtained prior to application of bituminous prime course or surface course.

3.11 Apply bituminous prime course in accordance with the construction requirements of Section S-408, MDOT State Aid Specifications.

3.12 Construct hot bituminous pavement (surface course) in accordance with the construction requirements of Section S-403, MDOT State Aid Specifications.

3.13 CONTRACTOR shall be responsible for the securing of all testing laboratory services and payment thereof.

3.14 Street signage shall be installed in accordance with the Manual of Uniform Traffic Control Devices for requirements of height and setback from the roadway and as required by the City of Gulfport Traffic Department.

4.0 METHOD OF MEASUREMENT

4.1 Sub-grade preparation will be measured by the square yard, plan measurement.

4.2 Base course and hot bituminous pavement will be measured by the total number of square yards placed on the roadway at the specified thickness, field measurement.

4.3 Additional excavation and select borrow material required for authorized undercutting shall be measured by the cubic yard, plan measure for areas and depths approved by the OWNER or ENGINEER.

4.5 Curb and gutter and barrier curbing will be measured by the linear foot, field measurement.

4.6 Hot bituminous prime application will not be paid for as a separate item.

4.7 Street signage will be paid for as a lump sum.

MANHOLES

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials, and equipment to construct precast manholes as designated in these specifications and in reasonably close conformity with the lines and grades specified on the plans.

(2) Specified elsewhere:

(a) Sewer Pipe

B. MATERIALS

(1) Precast concrete risers, eccentric cone sections, flat slab top (where required), base section, and adjusting rings shall conform to the requirements of ASTM Designation C-478.

(2) Joints shall be sealed with either a preformed joint compound or a rubber gasket. Preformed joint compound shall meet Federal Specification SS-S00210 (210-A) and AASHTO Specification M-198. Rubber gaskets shall meet ASTM Designation C-443.

(3) Manhole and cleanout frame and cover sets shall conform to the requirements of ASTM Designation A-48 for "Gray Iron Castings", Class 30. The bearing surfaces of the frames and covers shall be machined and the cover shall seat firmly into the frame without rocking. Frames shall provide a minimum inside dimension of 22 inches. Covers shall read "SEWER". There shall be no holes or perforations in the covers.

(4) Manhole steps are required in manholes over four feet in depth and shall have a minimum tread width of 14 inches, 6 inch projection, integrally cast with manhole section, and constructed of 1/2 inch Grade 60 steel reinforcement encapsuled in a copolymer polypropylene plastic, molded to form a slip-proof manhole step.

(5) Concrete (other than precast) shall conform to requirements for Class B concrete, MDOT Standard Specifications.

(6) Reinforcement shall be Grade 40 or Grade 60 billet steel conforming to ASTM A-615.

(7) Coating for exterior and interior surfaces of all manhole walls, including both joint surfaces between manhole sections, shall be a coal tar epoxy or other

approved sealant. All precast concrete sections shall be prepared, coated, and cured at the manufacturer's plant prior to shipping. Minimum dry-film thickness shall be 16 mils.

(8) Flexible watertight manhole pipe connectors shall be provided at all pipe openings and shall consist of a neoprene rubber boot designed to clamp securely into an opening in the manhole wall and to clamp around the barrel of the sewer pipe. Openings in the manhole wall shall be made by a coring machine or by a hole former during the manufacturing process. Rubber material shall conform to the requirements of ASTM C-923 and be a minimum of 3/8 inches thick. External and internal clamps shall be all type 304 stainless steel conforming to ASTM A-167. Gasket shall be similar to "Kor-N-Seal Boot" as manufactured by the National Pollution Control Systems, Inc., Milford, New Hampshire, or approved equal.

(9) Water stops shall be commercially available rubber, employing ribs to engage the PVC pipe and large fins to engage the grout. The stop ring shall be clamped to the pipe by an all-stainless steel worm clamp.

C. CONSTRUCTION REQUIREMENTS

(1) Excavation for manholes shall conform to same requirements as adjoining sewers to which they are connected. No additional allowance in allowable trench width will be made for manholes.

(2) Precast manhole base sections shall be set, true and plumb, on a prepared, firm subgrade, free of water. When the native subgrade material encountered consists of a material deemed by the Engineer to be unsuitable, the Contractor shall excavate an additional 12 inches and replace with bedding material.

(3) The method of joining precast concrete riser and cone sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even. The finished manhole shall be free of visible evidence of leakage. Not more than two (2) adjusting rings shall be allowed per manhole.

(4) Where necessary to construct a manhole with a poured-in-place bottom, it shall be not less than 12 inches thick and not less than 12 inches in diameter larger than the outside of the precast riser section conforming to details shown in the plans.

(5) Reinforcement shall conform accurately to the dimensions and details indicated on the drawings. Before being placed in any concrete work, it shall be cleaned thoroughly of all rust, mill scale, mortar, oil, dirt, or coating of any character

which would be likely to destroy, reduce or impair its proper bonding with the concrete.

(6) Concrete shall conform accurately to the dimensions and details indicated on the plans. Concrete shall not be permitted to fall more than six feet without the use of pipe or tremies at least six inches in diameter. Concrete shall be thoroughly consolidated in a manner that will encase the reinforcement and inserts, fill the forms, and produce a surface or even texture free of rock pockets and excessive voids.

(7) Form invert channels smooth and shape to semi-circular bottom conforming to the inside of the adjacent sewer section. Inverts shall extend up at least half of the diameter of the pipe. Changes in direction of the sewer and entering branches shall have a true curve of as large a radius as the size of the manhole will permit.

(8) The annular space between the pipe and the pipe entry gasket boot shall be sealed at the interior manhole wall with a manufactured rubber sealer ring or by other approved means to prevent invert grout or debris from entering the boot.

(9) Lifting holes in manhole walls shall be sealed with a non-shrink grout and shall have no visible evidence of leakage.

(10) Manhole steps shall be a straight alignment so as to form a continuous ladder with a maximum distance of 16 inches between steps.

(11) Manhole frame casting shall be set on full mortar beds on top of concrete cone section or adjusting ring, to line and grade, and in such a manner that subsequent adjustments will not be necessary. On paved streets, the frame and cover shall be set flush with and in the plane of the final paved surface course.

(12) Backfill may proceed as soon as manholes have developed sufficient strength to resist backfilling loads and forces. Backfill for manholes shall be in the same manner as the adjoining sewers to which they are connected.

(13) Where indicated on the plans, drop manhole connections shall be assembled using pipe and fittings of the same type as the sewer main and in accordance with the details in the Drawings.

GRAVITY SEWER PIPE

D. SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools and services required for the furnishing, installing, and testing of all gravity sewer pipe in accordance with these specifications and/or as detailed in the drawings.

(2) Specified elsewhere:

(a) Pipe Foundation, Select Backfill and Geotextile Fabric

(b) Manholes

(c) Restoration of Disturbed Facilities

E. MATERIALS

(1) Contractor shall have the option to use any of the following approved sewer pipes in the course of the construction of the project. All pipe furnished must be of the same type throughout the project.

1. Solid wall polyvinyl chloride (PVC) sewer pipe and fittings conforming to ASTM D-3034, (4" - 15") or ASTM F679 (18" - 27"), SDR-35, elastomeric gasket joint.

2. Ribbed wall polyvinyl chloride (PVC) sewer pipe having a homogeneous, smooth interior wall with a solid cross-section rib exterior. Exterior ribs shall be perpendicular to the pipe axis. Pipe shall conform to the performance requirements of ASTM F794 and Uni-Bell B-9. PVC material shall conform to ASTM D1784, cell classification 12454-B. Pipe joints shall employ a factory-installed elastomeric gasket (ASTM F477) located between two ribs. Minimum pipe stiffness (F/Y at 5% deflection shall be 60 psi, per ASTM D2412. All fittings shall be pipe-manufacturer's standard fittings. Pipe manufacturer shall supply solid-wall adapters for use where pipe connects to manhole pipe entry gaskets.

(2) Where ductile iron pipe is required by the Drawings or where directed by the Engineer, use ductile iron pipe conforming to ANSI A-21.51 (AWWA C-151) Grade 60-42-10 Ductile Iron, thickness Class 52 minimum, rubber ring joint. Furnish PVC clamp

to join with adjacent sewer pipe, with no extra compensation. Pipe shall be lined with polyethylene.

F. CONSTRUCTION REQUIREMENTS

(1) Excavation - General

(b) Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground necessary to be removed to construct all sewers included in this contract to the lines, grades and locations shown on the drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

(c) Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

(d) The Contractor shall, at his own expense furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except those facilities designated for removal and restoration.

(e) Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

(f) The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

(g) Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

(h) Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

(i) In the event that any existing gas pipe, water pipes, conduits, sewers, tile drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner. All at no additional compensation.

(j) Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

(2) Trench Excavation

(a) The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the sewer.

(b) Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

(c) The width of the trench at the top of the pipe shall not exceed the outside diameter of the sewer pipe plus two feet.

(3) Bedding

(a) When the native bedding material encountered in the trench bottom consists of a material deemed by the Engineer to be unsuitable for pipe bedding, the Contractor shall overdig to a depth as specified in the Drawings and replace with bedding material, to be paid for under Item No. __. Should overdigging occur where a suitable native soil exists for bedding purposes, the Contractor shall fill the area of over-excavation with an acceptable bedding material as specified under Pay Item No. __, but at Contractor's expense.

(b) Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

(c) Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

(4) Laying Pipe

(a) Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be kept clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

(b) The laying of pipe in finished trenches shall be commenced at the lowest point, with the spigot ends pointing in the direction of the flow.

(c) All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered, so that when laid they will form a sewer with a uniform invert.

(d) Pipe shall be laid accurately, to the line and grade as designated on the drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturers' specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

(e) Trenches shall be kept water-free and as dry as possible during bedding, laying and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

(f) Service wye report forms will be furnished by the Engineer. These must be accurately completed by Contractor and submitted prior to payment for the service.

(g) Where sewers cross water mains, adjust sewer laying lengths so that sewer joints are equidistant and as far as possible from the water main joints.

(h) Where required by the Drawings or by job conditions, new sewer pipe shall be connected to existing sewer mains by means of an appropriate flexible PVC coupling.

(i) Where existing sewers are to be replaced or abandoned, the Contractor shall locate all existing active sewer services which connect to such sewers to be replaced by probing, excavation, or other approved means. Each of these shall be reconnected to the new sewer main with a new service wye

and service pipe constructed to the right-of-way or easement line, complete with a cleanout assembly at that point.

(j) Existing sewage flow must not be impeded to the point that sewage may back up into homes or overflow into the environment. If necessary, suitable reliable bypass pumping equipment must be provided, operated, and maintained.

(5) Backfilling

(a) All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

(b) No sewer shall be backfilled above the top of the pipe until the sewer elevations, gradient, alignment and the pipe joints have been checked, inspected and approved by the Engineer.

(c) All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with a select sandy material. This material shall be thoroughly compacted by hand or mechanical means.

(d) Backfill shall then proceed with the placement of select sandy material to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor to not less than 95 percent Modified Proctor Density.

(e) If pipe trench is under or immediately adjacent to traveled road or drive surfaces, the remainder of the trench shall be backfilled with select sandy material in 12 inch layers to not less than 95 percent Modified Proctor Density, using a mechanical compactor. Pipe trenches in other areas may be backfilled with native material, with no mechanical compaction required.

(f) The select sandy backfill referred to in paragraphs (c) through (e) above shall be a sandy, cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. The materials shall be well-graded to make it easily compactible. The moisture content when placed in the trench shall be reasonably close enough to optimum so as to not adversely affect proper compaction.

(g) Where the native excavated soil does not meet the requirement for select sandy backfill, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select sandy backfill, under Pay Item No. __. All surplus or unsuitable material not used in backfilling shall be disposed of off-site by Contractor.

(6) Connection to Existing System

(a) The point at which the proposed system is to be connected to existing lines are designated on the plans. Connections shall be made into existing lines at existing manholes or by construction of new manholes over existing lines. When the plans indicate connections to existing manholes, these connections shall be watertight and all work performed in an acceptable manner. The size of the opening cut in the existing manhole wall shall be restricted to a nominal diameter sufficient only to insert the sewer pipe. After insertion of the sewer pipe, the void between the outside of the pipe and the manhole wall shall be packed with a non-shrink grout.

(b) The Contractor shall not interfere with the functioning of the existing sewers and shall not allow debris to enter these sewers as a result of his work. When sewage flow quantities in the existing system are large and/or when the time of interruption of flow affects the operations of upstream mains and service lines, by-pass pumping will be necessary. No discharge will be permitted onto surface areas. No separate pay item will be allowed for bypass pumping.

(7) Testing

(a) General: All projects shall be tested upon completion of installation. The Engineer will designate the locations and type of tests and extent of the system to be tested. Equipment for performing tests and making measurements shall be furnished by the Contractor. All sewers shall be subject to a visual inspection, deflection test, and either an infiltration or air test. Sections of sewer which fail to pass the tests shall have defects located and repaired or replaced at the Contractor's expense and be retested until within the specified allowance.

(b) Visual Inspection: All sewer lines shall be inspected to verify accuracy of alignment and freedom from debris and obstructions. The full diameter of the pipe for straight alignments shall be visible when viewed between consecutive manholes. The method of test shall be either photography, closed circuit television, or visually lamping with mirrors and lights.

(c) Deflection Test: Deflection tests shall be performed on all flexible pipe. Not less than 30 days after placing of the backfill, a deflection test shall be made in the presence of the Engineer to demonstrate that deflection of the flexible sewer pipe does not exceed five percent of the pipe diameter. A fixed-diameter multi-vane mandrel having an outside diameter of not less than 95 percent of the actual inside diameter of the pipe shall be pulled through the pipe without encountering restriction. The test shall be performed without mechanical pulling devices.

(d) Infiltration Test: The Contractor shall furnish, install and maintain a V-notch sharp crested weir in a wood frame tightly secured at the entrance to the junction manhole to demonstrate to the Engineer the amount of infiltration. The maximum allowable infiltration shall be 100 gallons per inch of pipe diameter per mile per day for any section of the system between consecutive manholes.

(e) Air Test: Low pressure air testing shall conform to the test procedure described in ASTM C924. All air used shall pass through a single control panel, equipped with sufficient valves and gauges to monitor air pressure and control the flow of air at all times. All pneumatic plugs shall be seal tested before being used in the actual test. Low pressure air shall be introduced into the sealed section of sewer to be tested until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe. After stabilization, the time required for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure), shall not be less than 4.0 minutes for 8 inch diameter sewer pipe.

(8) Separation Between Sewer and Water Lines

(a) Horizontal and Vertical Separation

Sewer mains (including force mains) shall be laid at least 10 feet horizontally and 18 inches vertically from any existing or proposed water main. The distance shall be measured edge to edge. Sewer lines should always be installed below water lines and the bottom of the water line should be at least 18 inches from the top of the sewer line.

(1) Special Conditions

Where local conditions prevent adequate horizontal and vertical separation, the appropriate reviewing agency may allow the sewer line to be laid closer to the water line if supported by adequate data from the design engineer. Each situation will be reviewed on a case by case basis. In this situation, all three of the following conditions must be met:

(a) If the 10 foot horizontal separation between water and sewer lines cannot be maintained then the water line should be ductile iron with water joints located at the maximum distance possible from sewer line joints. PVC pipe may be used if it is protected by a steel casing. Also the water and sewer lines must be in separate trenches with adequate space for maintenance. In some cases, special sewer line construction procedures may be required.

(b) Where the 10 foot horizontal <u>and</u> 18 inch vertical separation cannot be maintained, condition 1. must be met <u>and</u> the sewer line shall be constructed according to water main standards.

(c) Where sewer lines cross under water lines, the pipe segments should be centered to provide maximum spacing of joints of both water and sewer lines. A vertical separation of at least 18 inches should be maintained (water over sewer).

GATE VALVES & VALVE BOXES

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment required for furnishing and installing valves and valve boxes on water mains in accordance with these specifications and/or as detailed in the Drawings.

(2) Specified elsewhere:

(b) Water Pipe & Fittings

(c) Valves used in Fire Hydrant Stubs

B. MATERIALS

(1) Gate valves shall be of the "resilient seat" type, conforming to AWWA C-509, epoxy coated inside to AWWA C550. End connections shall be mechanical joint, except that valves used in fire hydrant stubs shall be flange by Mechanical Joint. Valves shall be rated for zero leakage to 200 p.s.i., and 400 p.s.i. hydrostatic test pressure. Valves shall be of the non-rising stem (NRS) design. Gates shall be encapsulated in rubber where exposed to line velocity and shall be field replaceable. Each valve shall have a 2 inch square operating nut and shall open to the left. Retainer glands shall conform with the requirements specified for water main pipe. Gate valves shall be "Mueller," which has been adopted as the City's standard valve.

(2) Valve boxes shall be supplied for all buried valves. Valve boxes shall be made of good quality cast iron and shall be of the sectional type. The lower section shall be a minimum of five (5) inches in diameter, enlarged to fit around the bonnet of the valve if a two section box is used, or to fit a circular or oval base section of a three section box is used. The upper section shall be arranged to slide or screw down over the adjoining lower section and shall be provided with cast iron lids or covers marked "WATER".

(3) Concrete shall be Class B, MDOT Standard Specifications.

(4) Bar Reinforcement shall be Grade 40 or grade 60 billet steel conforming to ASTM A-615.

C. CONSTRUCTION REQUIREMENTS

(1) Gate Valves shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations.

(2) Valve Boxes shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations.

(3) Installation of restrained joint retainer glands shall be as specified for water main pipe.

(4) Provide thrust blocks as detailed in the Drawings.

WATER PIPE & FITTINGS

(A) SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools and services required to furnish and install water mains, fittings, thrust blocks and related appurtenances at sites and locations as designated in these specifications and in reasonably close conformity with the lines and grades specified in the Drawings.

(2) Specified Elsewhere:

(a) Water Services

(b) Pipe Foundation, Select Backfill and Geotextile Fabric

(c) Restoration of Disturbed Facilities

(B) MATERIALS

(1) Water Pipe (4" diameter and larger) shall be either of the following materials, at Contractor's option:

(a) Polyvinyl Chloride (PVC) Pipe conforming to AWWA C-900, Class 150, SDR-18. Pipe shall be made to cast iron O.D.'s. Each length of pipe shall be stamped with approval of National Sanitation Foundation and Underwriters Laboratories, Inc. for transporting potable water. At least 85 percent of pipe shall be in standard 20 foot lengths. Remaining random lengths shall not be less than 10 feet long.

Pipe couplings or joints shall be an integral part of the pipe barrel. It shall consist of an expanded bell with groove to retain a rubber sealing ring conforming to the requirements of AWWA C-111.

(b) Ductile Iron Pipe conforming to ANSI A-21.51 (AWWA C-151) Grade 60-42-10 Ductile Iron, thickness Class 50. Pipe interior shall be cement mortar lined per ANSI A-21.4 (AWWA C-104). Rubber gasket joints per ANSI A-21.11 (AWWA C-111).

(2) Fittings for pipes 4 inches in size or greater may meet any one of the following specifications, at Contractor's option:

(a) Cast Iron conforming with ANSI A-21.10 (AWWA C-110), 250 p.s.i rated.

(b) Ductile Iron conforming with ANSI A-21.10 (AWWA C-110), 350 p.s.i. rated.

(c) Compact Ductile Iron Fittings conforming with ANSI A-21.53 (AWWA C-153), 350 p.s.i. rated.

All fittings shall be cement mortar lined per ANSI A21.4 (AWWA C-104). All fittings shall be of the mechanical joint type. IMPORTANT: Fittings shall be measured for payment by the unit weights for full-size ductile or cast iron fittings (including accessories) as tabulated in AWWA C-110, even though the actual weight of equivalent compact ductile fittings may be considerably less than this weight.

(3) Mechanical Joint Retainer Glands shall be used for all connections of pipe to fittings and shall be made with a suitable restrained joint system, meeting any one of the following specifications:

(a) For Ductile or PVC Pipe, a suitable ductile iron retainer gland, designed and recommended by the gland manufacturer, for the type of pipe used. Gland shall be manufactured entirely of 60-42-10 ductile iron conforming to ASTM A536-80. Glands shall attach to the pipe barrel through a plurality of individually activated gripping surfaces (wedges). EBAA Iron "Megalug" series or equal.

(b) For PVC Pipe, a heavy ductile iron or fused epoxy coated structural steel (ASTM A36) clamp which employs serrations on its inside surface to firmly grip the outside of the PVC pipe barrel. Clamp shall be specifically designed and recommended for use with the size and thickness class of pipe used. All hardware shall be ductile iron. Uni-flange Series 1300 or approved equal.

(c) For Ductile Pipe only, a ductile iron mechanical joint retainer gland employing cupped-end threaded set screws which conform with the pipe manufacturer's guidelines as to number of set screws and torque to be applied to properly restrain the joint to a rating of not less than 250 p.s.i.

(4) Pipe Joint Restraint (applicable only for pipe joints within specified distances from fittings--see schedule in Drawings): Use two glands similar in design and materials to the joint retainer glands previously specified, one immediately behind the joint bell and one on the pipe spigot, connected by two or more ductile iron rods spanning across the pipe joint. For ductile pipe, it is also permissible to use mechanical joint pipe with restrained retainer gland, or special "lock-ring" pipe joints.

(5) Plastic marker tape for burial with PVC pipe shall be a minimum of 6 mils thick and 3 inches in width. Minimum tensile strength shall be 80 pounds and tape shall elongate not less than 600 percent before breaking. Tape shall be imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Line Below"). Tape shall be similar to Terra Tape "Extra-Stretch" Tape as manufactured by Reef Industries, Houston, Texas, or equal.

(6) Concrete shall conform to requirements for Class B concrete, MDOT Standard Specifications.

(7) Reinforcement shall be grade 40 or grade 60 billet steel conforming to ASTM A-615.

(C) CONSTRUCTION REQUIREMENTS

(1) Excavation - General

(a) Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground necessary to be removed to construct all pipes included in this contract to the lines, grades and locations shown on the Drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

(b) Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

(c) In areas where water main will be installed in close proximity to trees designated to remain, the major root systems of the trees shall be protected from damage. Where necessary, contractor shall install water main by tunneling underneath the tree roots.

(d) The Contractor shall, at his own expense, furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except for such facilities which are within the allowable trench limits and are designated for removal and restoration.

(e) Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

(f) The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over

masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

(g) Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

(h) Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

(i) In the event that any existing gas pipe, water pipes, conduits, sewers, tile drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner. All at no additional compensation.

(j) Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

(2) Trench Excavation

(a) The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the water main.

(b) Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

(c) Trenches shall be excavated as to provide a minimum cover depth of 30 inches and width sufficient to allow for the proper bedding of the pipe; however, the maximum allowable trench width at the ground surface shall not exceed the outside diameter of the pipe plus two feet or 3' - 0" total, whichever is greater.

(3) Bedding

(a) When the native bedding material encountered in the trench bottom consists of a material deemed by the Engineer to be unsuitable for pipe bedding, the Contractor shall overdig to a depth as specified in the Drawings and replace with bedding material, to be paid for under Item No. __. Should overdigging occur where a suitable native soil exists for bedding purposes, the Contractor

shall fill the area of over-excavation with an acceptable bedding material as specified under Pay Item No. __, but at Contractor's expense.

(b) Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

(c) Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

(4) Laying Pipe

(a) Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

(b) Pipe shall be laid accurately, to the line and grades with fittings and valves at the required locations as designated in the Drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

(c) Trenches shall be kept water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

(d) Wherever necessary to deflect pipe from a straight line, either in the horizontal or vertical plane, the degree of deflection shall not exceed maximum permissible deflections as recommended by pipe manufacturer.

(5) Backfilling

(a) All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

(b) No pipe shall be backfilled above the top of the pipe until the pipe elevations, alignment and the pipe joints have been checked, inspected and approved by the Engineer.

(c) All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with

a select sandy material. This material shall be thoroughly compacted by hand or mechanical means.

(d) Backfill shall then proceed with the placement of select sandy material to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor (where practical) to not less than 95 percent Modified Proctor Density.

(e) If pipe trench is under or immediately adjacent to traveled road or drive surfaces, the remainder of the trench shall be backfilled with select sandy material in 12 inch layers to not less than 95 percent Modified Proctor Density, using a mechanical compactor. Pipe trenches in other areas may be backfilled with native material, with no mechanical compaction required.

(f) The select sandy backfill referred to in paragraphs (c) through (e) above shall be a sandy, cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. The materials shall be well-graded to make it easily compactible. The moisture content when placed in the trench shall be reasonably close enough to optimum so as to not adversely affect proper compaction.

(g) Where the native excavated soil does not meet the requirement for select sandy backfill, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select sandy backfill, under Pay Item No. __. All surplus or unsuitable material not used in backfilling shall be disposed of off-site by Contractor.

(6) All PVC pipe installations require that plastic marker tape be buried in the backfill approximately 12 inches above the pipe.

(7) General Requirements

(a) All connections between pipe and fittings shall be made with an approved restrained joint system. In addition, all pipe joints within a distance which is tabulated in the Drawings from a fitting must also employ an approved restrained joint system. The assembly and installation of each restrained joint system shall be in strict accordance with the manufacturer's printed instructions and in the presence of a representative of the Engineer.

(b) Concrete thrust blocks are to be installed according to the plan dimensions and details, placed between the fittings and undisturbed earth. Thrust blocks are also required at all bends of 11 1/2 degrees or more, unless specifically waived by the Engineer because of unusual conditions at a specific fitting.

(c) For all pipe sizes and types, install only full lengths of pipe adjacent to fittings, except in unusual circumstances.

(d) Contractor must use care to prevent the entry of ground water or other contaminants into the water pipe or appurtenances, either before, during, or after construction. Cap unattended exposed pipelines.

(8) Testing and Sterilization

(a) Pressure and leakage testing shall be conducted on all pipe and appurtenances by the Contractor at his expense and in the presence of the Engineer or his representative. The hydrostatic test procedure used shall conform with the requirements of AWWA C-600. The test shall be conducted by filling the pipe with clean water under a minimum pressure of 100 p.s.i. There shall be no visible leakage, nor shall the leakage exceed 9.5 gallons per 24 hours per inch diameter per mile as measured over a period of two hours. The Engineer reserves the right to select the line segments to be tested together as a unit, and may choose to separately test small segments if the test result for a larger segment is marginal.

(b) Water mains shall be flushed and then sterilized in accordance with AWWA C-651, Standard for Disinfecting Water Mains using at least 50 mg/l free chlorine solution for 24 hours. After completion of the construction and disinfection of water distribution facilities, the Contractor shall arrange for at least one sample to be collected by the County Sanitarian, Consulting Engineer or Waterworks Superintendent from every dead end line and every major looped line for bacteriological examination. Water being collected for testing shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. No chlorine shall be present which is a result of line disinfection. No coliform bacteria and no confluent growth indication shall constitute a satisfactory sample when analyzed by Mississippi Department of Health Laboratory or a laboratory certified by the Mississippi State Department of Health. This sterilization and sampling procedure shall be repeated until two consecutive acceptable samples (taken at least 24 hours apart) are obtained from each sample point.

(9) Separation Between Sewer and Water Lines

(a) Horizontal Separation

Water mains shall be at least 10 feet (3.0 m) horizontally from any existing or proposed sewers (including force mains). The distance shall be measured edge to edge. In case where it is not practical to maintain a ten foot separation, the appropriate reviewing agency may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to sewers, provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so the bottom of the water main is at least 18 inches (46 cm) above the top of the sewer.

(b) Crossings

Water mains crossing sewers shall be laid to provide minimum vertical distance of 18 inches (46 cm) between the outside of the water main and the outside of the sewer. The water main shall be above the sewer main. The crossing shall be arranged so that the water main joints will be equidistant and as far as possible from the sewer main joints.

FIRE HYDRANTS

(1) SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment to install fire hydrants in accordance with these specifications and/or as detailed in the Drawings. The 6" water main used as a fire hydrant lead and the 6" gate valve used in the fire hydrant lead are both included under this item.

(2) Specified elsewhere:

(1) Water Pipe & Fittings

(2) MATERIALS

(1) All fire hydrants shall comply with AWWA Specifications C-502 and the following design specifications.

(1) Fire hydrants shall be of the compression type closing with the line pressure. The valve opening shall be 5 1/4 inch. The friction loss though the hydrant shall not exceed 2.5 p.s.i. at 1,000 GPM flowing through the pumper nozzle.

(2) The bonnet section of all hydrants shall be designed so the bearing surfaces and stem threads are sealed in a cone shaped lubricant reservoir and automatically lubricated each time the hydrant is operated.

(3) The hydrant shoe shall have at least two drain outlets. Size of shoe shall be 6 inches and of the mechanical joint type. A retainer gland as specified for water main pipe is required.

(4) Hydrants shall be furnished with two 2 1/2 inch hose nozzles and one 4 1/2 inch pumper nozzle. The type and size of threads shall be National Standard. The distance from the ground line to the center line of the pumper nozzle shall be not less than 17 inches, nor more than 26 inches.

(5) Hydrants shall be furnished with a breakable feature designed to break cleanly 2 inches above the ground line upon contact. This feature shall consist of a two part breakable safety flange with a torque diverting breakable stem coupling. Flangible bolt construction will not be accepted.

(6) The design of the hydrant shall permit easy installation of top extensions and a full 360 rotation of the upper barrel without shutting off the water.

(7) Hydrants shall be Mueller "Centurian" model, which has been adopted as the City's standard fire hydrant.

(2) Concrete shall be Class B, MDOT Standard Specifications.

(3) Crushed stone or washed pit run gravel.

(4) Bar Reinforcement shall be grade 40 or grade 60 billet steel conforming to ASTM A-615.

(5) Paint shall conform to requirements of AWWA C-502.

(6) Valve shall be installed with a six inch gate valve in the hydrant stub as detailed in Drawings, complete with cast iron valve box. This valve and box shall conform with the specifications for gate valves and valve boxes on water mains, except that the end connections shall be flange x Mechanical Joint. The cost of these shall be included under this Item.

(3)

(4) <u>CONSTRUCTION REQUIREMENTS</u>

(1) Hydrants shall be installed as shown in the detailed drawings and in a manner that will provide complete accessibility and will prevent damage from vehicles. All hydrants shall stand plumb and shall have their pumper connections at right angles to the curb line. Thrust block backings shall be constructed in strict accordance with manufacturer's recommendations.

(2) Hydrants shall be tested in conjunction with entire system.

(3) Crushed stone or gravel shall be placed at the base of the hydrant to provide drainage.

(4) After installation and prior to final acceptance the fire hydrants shall be painted above the ground line in accordance with AWWA Standard C-502. Color shall match existing hydrants in the project area, or as directed.

CONNECTIONS TO EXISTING WATER MAINS

(5) SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools, and services required to make connections between new water piping systems and existing water mains, at locations designated in the Drawings or as directed by the Engineer.

(2) Specified Elsewhere:

(1) Water Mains & Fittings

(2) Gate Valves

(6) MATERIALS

(1) Tapping sleeves shall be fabricated from heavy Type 304 stainless steel, with a full circumferential seal to the run pipe provided by a rubber gasket resistant to water, salt solutions, mild acids, gases, and sewage. Multiple stainless steel bolts shall ensure uniform sealing. Outlet flange shall conform with ANSI 150 pound drilling, recessed for tapping valve per MSS-SP 60. A 3/4 inch NPT test plug shall be provided. O.D. range of body must match the actual measured O.D. of the pipe being tapped.

(2) Tapping valves shall conform with the requirements for Gate Valves and Valve Boxes on Water Mains, except that the inlet shall be Class 125 Flange and the outlet, Mechanical Joint. The valve opening shall be oversized to permit a cutter head to pass which is 1/2" smaller than the nominal branch pipe size. Valves shall be furnished complete with cast iron sectional valve box, as is specified under Item for Gate Valves and Valve Boxes on Water Mains. A retainer gland as is specified under Item for Water Pipe & Fittings is required for the connection of the new pipe to the tapping valve.

(7) CONSTRUCTION REQUIREMENTS

(1) It is the intent of this contract that the new segments of water mains be constructed and pressure tested prior to connecting them to existing pipes.

Temporary plugs and water service-type connections will be required to allow this.

(2) After the new pipe segments are complete and tested, connections will be made to the existing pipes. All abandoned pipes shall be capped.

(3) Installation of tapping sleeves shall fully conform with manufacturer's recommendations. The pipe barrel to be tapped shall be fully and carefully cleaned. Asbestos cement pipe shall be smoothed with a wire brush to ensure a tight seal of the gaskets against the pipe.

(4) Before each sleeve is installed, the pipe barrel to be tapped shall be measured and the actual measured pipe O.D. shall be within the range recommended for the sleeve used.

(5) The actual size of the hole cut in the pipe barrel shall be not more than 1/2 inch smaller than the nominal size of the branch connection (e.g., not less than 5 1/2 inches for a 6 inch tap). The drilling machine and shell cutter head used shall be specifically recommended for the type of pipe being tapped.

(6) After the tap is complete and the tapping valve closed, the sleeve shall be bled of air and then visually checked for leakage before backfilling.

(7) Connections made to existing pipe shall be made as specified under Item for Water Pipe & Fittings. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered. Any cast or ductile iron fittings so used will be paid for under Pay Item ___.

(8) The Owner will assist Contractor by locating existing valves necessary to turn off the water pressure for a short period necessary to make the connection. Contractor shall provide at least 24 hours notice to the Owner for any outages. The Contractor may be requested to schedule some connections for a specific time of day or night, to reduce inconvenience to customers.

WATER SERVICES

A. SCOPE OF WORK

A.1. This work shall consist of all labor, materials, equipment, tools and services required to furnish and install water service lines, fittings, and meters with boxes at locations designated in the Drawings or as directed by the Engineer.

A.2. Specified Elsewhere:

(2.a) Water Pipe

B. MATERIALS

B.1. Water service tubing shall be polyethylene plastic conforming to ASTM 2737, NSF approved, dimensions to fit standard CTS fittings, SDR 9, 200 p.s.i.

B.2. Service saddles are required for all service line connections. Saddles shall be of cast malleable iron, or bronze construction, and shall be specifically recommended for use with the type of pipe used.

B.3. Corporation stops, curb valves, wye fittings, and other required service fittings shall conform to AWWA C-800. All connections to service tubing shall be by approved compression type fitting, with stainless steel tubing inserts as recommended by the fitting manufacturer. Curb valves shall employ a one-piece integral plug with full-opening port and tee head, turning on a plastic thrust washer at the top and sealed by an "O"-ring. The valve body shall be a one-piece brass casting with closed bottom. The inlet and/or outlet port shall be sealed by a second "O"-ring.

B.4. At least a double-check type backflow preventor is required for all water services, unless the City's Backflow Prevention Coordinator determines that a specific service requires more protection, in which case his determination shall govern. Backflow Preventor shall be Mueller Model H14-242-R243 (3/4" FIPT x 3/4" FIPT).

B.5. Meter box and lid shall be of a suitable high density polyethylene. Minimum size shall be 10" X 17" (at the top) by 12" deep. Box shall be furnished complete with snap-in polyethylene lid with hinged reader window.

C. CONSTRUCTION REQUIREMENTS

C.1. Installation of all service line components (service saddle, corporation stop, tubing, and curb valve) shall be in strict accordance with manufacturer's recommendations.

C.2. Excavation, bedding, and backfilling shall be generally in accordance with the requirements given for water main pipe.

UTILITY ADJUSTMENT AND REPAIR

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools, and services required to remove and reinstall water and sewer lines as they are encountered and as necessary to facilitate the installation of new facilities under this contract.

B. MATERIALS

(1) Water Pipe (4" diameter and larger) - Polyvinyl Chloride (PVC) Pipe conforming to AWWA C-900, Class 150, SDR-18. Pipe shall be made to cast iron O.D.'s. Each length of pipe shall be stamped with approval of National Sanitation Foundation and Underwriters Laboratories, Inc., for transporting potable water.

Pipe couplings or joints shall be an integral part of the pipe barrel. It shall consist of an expanded bell with groove to retain a rubber sealing ring conforming to the requirements of AWWA C-111.

(2) Fittings for pipes 4" in size or greater may meet any one of the following specifications, at Contractor's option:

(d) Cast Iron conforming with ANSI A-21.10 (AWWA C-110), 250 p.s.i. rated.

(e) Ductile Iron conforming with ANSI A-21.10 (AWWA C-110), 350 p.s.i. rated.

(f) Compact Ductile Iron Fittings conforming with ANSI A-21.53 (AWWA C-153), 350 p.s.i. rated.

All fittings shall be cement mortar lined per ANSI A-21.4 (AWWA C-104). All fittings shall be of the mechanical joint type, and shall be furnished with an approved type of restrained gland, designed for use with the pipe being applied to.

(3) Water Pipe (sizes over 1" and less than 4") - Polyvinyl Chloride (PVC) pipe conforming to ASTM D-2241, NSF approved, pressure rated 200 p.s.i. SDR 21). Joints shall employ an elastomeric gasket per ASTM D-3139. Couple to existing pipe using stainless steel clamps.

(4) Water service tubing shall be of polybutylene plastic conforming to ASTM 2666, NSF approved, dimensioned to fit standard CTS fittings, 250 p.s.i. Couple to existing pipe or tubing with suitable compression clamp.

(5) Sewer pipe and fittings shall be type PSM Poly (Vinyl Chloride) (PVC), conforming to ASTM D-3034, SDR-26, elastomeric gasket joint. Couple to dis-similar materials with suitable "Fernco" coupling, or equal.

C. CONSTRUCTION REQUIREMENTS

(1) All existing water and sewer lines encountered during construction of this project shall be carefully protected and preserved by Contractor to the maximum possible extent. However, it is recognized that it will in some cases be impossible to install the new facilities without disturbing existing water and sewer mains and services which may be in conflict with the line and grade of the proposed facilities at some locations. These necessary repairs and adjustments will be made and paid for under this item, upon authorization by the Engineer.

(2) Existing water and sewer facilities which are damaged by Contractor that are not in conflict with the line or grade of the proposed facilities, or, damaged in a negligent and unnecessary manner must also be repaired by Contractor, but these repairs will not be paid for.

(3) City of Long Beach Public Works Department will assist Contractor by locating and marking all known existing water and sewer facilities in advance of construction, and by advising Contractor of known shut-offs, but the adequacy and sufficiency of these actions are not guaranteed to Contractor and do not relieve Contractor of any obligations under this contract.

(4) Contractor shall properly locate and expose all underground facilities in advance of construction of the proposed facilities and determine if any conflicts may be encountered. Contractor shall notify Engineer of all potential conflicts prior to construction in the proximity of the potential conflict. Engineer will make a determination if the line or grade of the proposed facilities can be adjusted to avoid conflict. Otherwise, Contractor will be authorized to adjust City owned water or sewer facilities.

(5) Contractor shall coordinate with private utility companies for any necessary adjustment of their respective facilities.

(6) Water main adjustments shall be conducted as follows:

(a) Locate all existing shut-off valves. (Some smaller mains may have to be "worked hot" by installing valves on the main while water is flowing.)

(b) Notify all residents believed to be affected by the shut-off.

(c) Shut off water.

(d) Cut out conflicting existing pipe and replace with new pipe and fittings routed above or below proposed force main pipe, but always maintaining not less

than 24" cover over pipe. Install fittings and couplings per detail in drawings, and in accordance with manufacturer's recommendations. Always provide a means to restrain fittings and pipe coupling to prevent separation of joints due to water pressure.

(e) Thoroughly flush water through disturbed area, using closest available flush point.

(7) Water service repair shall be conducted as follows:

(a) Notify the customer(s) to be affected before service is cut.

(b) Plug both ends of service pipe at each side of pipe trench, while pipe is being installed.

(c) Immediately upon completion of pipe installation, install new water service tubing, with appropriate compression couplings to mate with existing pipe.

(d) Flush water thru repaired service pipe, using outside faucet.

(8) Sewer service repair shall be conducted as follows:

(a) Remove existing sewer service pipe as necessary. Existing pipe and fittings may be reused, it if meets the specifications for new pipe and is in good condition.

(b) Immediately upon completion of pipe installation, install sewer service at a grade of not less than 1.00% for 4" pipe or 0.60% for 6" pipe. Mate to existing pipe with approved coupling.

RESTORATION OF DISTURBED FACILITIES

A. SCOPE OF WORK

(1) This work shall consist of the restoration of various types of pavements, driveways, curb and gutters, sidewalks, fences and incidental work relating thereto where these facilities are encountered within the allowable construction limits as designated in the Drawings and defined in these specifications.

(2) The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the required work and to complete the work as designated in the accompanying plans and as specified herein.

(3) Also included is the establishment of a live and growing stand of grass plants and solid sod and placement of rip-rap suitable to stabilize and prevent erosion of all ground areas disturbed in constructing the project.

(4) Specified elsewhere:

(a) Removal of disturbed facility

B. MATERIALS

(1) Asphalt Base Course shall conform to Section 301.02, MDOT Standard Specifications, 1990 Edition. The job mix formula shall meet gradation requirements of Table B, BB-1, Subsection 703.11, MDOT Standard Specifications, 1990 Edition.

(2) Hot Bituminous Pavement shall conform with applicable subsections of the MDOT Standard Specifications, 1990 Edition, as follows:

(a) Coarse Aggregate - Conform with 703.09.1, except that aggregate may consist of any combination of crushed limestone or crushed gravel, provided that asphalt of suitable characteristics is produced.

(b) Fine Aggregate - Conform with 703.09.2.

(c) Mineral Filler - Conform with 703.16.

(d) Composite Aggregate - Conform with 703.11, TABLE B, Mix Number SC-1 or SC-2. Tables A, C, and D may be disregarded. Reclaimed materials will be acceptable.

(e) Asphalt Cement - Conform with 702.05, Grade AC-30.

(f) Tack - Conform with 702.05, Grade AC-30, or emulsified asphalt conforming with 702.07, Grade SS-1 or SS-1h.

(g) Marshall Stability shall be not less than 1,700 pounds.

(h) Mixture shall be designed for good workability, wearability, stability, and surface friction, as well as economy in materials cost. All job samples tested shall be within the master gradation range specified, and the Marshall Stability shall be not less than the specified value. Field density and voids ratios will not normally be tested, as long as the asphalt mixture has the desired characteristics.

(3) Tack Coat shall be Emulsified asphalt grade EA-4 or cutback asphalt grade RC-30, conforming to Section 702, MDOT Standard Specifications.

(4) Crushed limestone for use as road base or driveway restoration shall consist of a blend of various sizes of 100% crushed limestone or granite, containing not more than 20% thin or elongated pieces. Percentage of wear, Los Angeles Test, shall not be more than 50%. When subjected to five (5) cycles of the soundness test, by use of magnesium sulfate, the weighted percentage of loss shall not be more than 15. The blend shall be well-graded, to permit an easy compaction into a stable mass, and shall conform in every case to the following master range:

Square-Mesh Sieve	% Passing (by Dry Wt.)
1 1/2"	100
1"	90 - 100
3/4"	70 - 95
3/8"	50 - 80
#4	35 - 65
#10	25 - 50
#40	10 - 26
#200	4 - 12

(5) Concrete shall conform to the requirements for Class B concrete, MDOT Standard Specifications. Minimum compressive strength 3,000 p.s.i.

(6) Reinforcing steel shall be grade 40 or grade 60 deformed billet steel conforming to ASTM A-615.

(7) Wire Mesh Reinforcement shall conform to ASTM A185.

(8) Curing Materials shall conform to the requirements set out in the Standard Specifications for Liquid Membrane Forming Compounds for Curing Concrete, AASHO Designation: M-148, Type 2 (White Pigmented).

(9) Expansion joint material shall conform to Standard Specifications for Preformed Expansion Joint Fillers for Concrete (non-extruding and resilient types), AASHO Designation M-213.

(10) Fencing Materials - salvage and re-use existing materials and/or provide new materials to match the original.

(11) Culvert Pipe shall conform to ASTM C-76, Class III, standard strength reinforced concrete culvert pipe. Pipe joints shall utilize rubber gaskets to form an essentially watertight joint. Wrap all pipe joints with approved geotextile filter fabric.

(12) Sod - cut and re-install existing sod, or replace with commercially grown sod of a type similar in appearance to the existing grass being replaced.

(13) Rip Rap shall be crushed limestone or other hard rock, or alternatively clean broken concrete, ranging in size from 4 inches to 12 inches, well graded so that pieces fit and lock together in a uniform blanket approximately 12 inches thick.

(14) Filter fabric for use under rip-rap shall be polymeric fabric formed from a plastic yard of long-chain synthetic polymer, inert from commonly encountered chemicals. It shall contain stabilizers and/or inhibitors to resist deterioration due to ultraviolet and heat exposure. Minimum tensile strength in any direction shall be 200 pounds, tested per ASTM D-1682.

C. CONSTRUCTION REQUIREMENTS

(1) Restoration - Asphalt Pavement

(a) Whenever the pipeline trench is partially or wholly under pavement, the trench backfill shall be carefully placed and compacted in layers not exceeding 12 inches in thickness to result in compaction of not less than 95 percent Modified Proctor Density throughout the trench backfill. Backfill within the area to be paved shall be brought to 8 inches below the final finish grade, and then graded to a uniform surface. Installation of crushed limestone base shall then follow immediately.

(b) Crushed limestone mixture shall be placed upon the prepared sub-base and shall then be compacted and graded to form a usable temporary road surface. This surface shall be maintained for a minimum of 21 days by grading, watering, adding additional crushed limestone mixture, and

additional compaction as necessary to maintain local traffic until the asphalt surface course is installed. If necessary to avoid stratification of the base course, the additional crushed limestone mixture shall be blended into the in-place material by scarifying or other approved means.

(c) Just prior to installation of the surface course, grade the limestone base to a uniform crown section and at a grade substantially conforming with the original street surface and flush with adjoining remaining pavements, and then compact base to 95% Modified Proctor Density. In cases where adjacent asphalt will not be overlaid, recess the granular base to 2 inches below adjacent asphalt to permit installation of new asphalt flush with adjacent asphalt.

(d) Tack coat is required under all asphalt courses. Apply heavy tack at joints with adjacent existing asphalt and at transitions where asphalt overlay is feathered.

(e) Installation of asphalt surface course shall conform to Section 403.04 and 403.05 MDOT Standard Specifications. Form transitions to adjacent existing surfaces in a neat and professional manner.

(f) Any subsidence of the asphalt surface which exceeds three-quarters of one inch and which occurs within the one-year warranty period must be corrected by the installation of additional asphalt at no additional compensation to Contractor.

(2) Restoration - Concrete Roadway, Curb and Gutter, Driveways and Sidewalks

(a) Existing concrete is to be carefully removed by Contractor, avoiding damage to adjacent facilities which are to remain. All debris must be removed from the project area immediately, at Contractor's sole expense.

(b) Where existing construction joints are not located to permit economical removal and replacement of concrete to the existing joint, the Engineer may direct the Contractor to make a sawn joint. The purpose of this is to form a neat and straight joint.

(c) Existing culvert pipe and drainage structures shall be carefully preserved in their positions. If necessary and prudent, select sandy backfill shall be used to stabilize these in position to avoid displacement. Any culvert pipe joint exposed by excavation shall be wrapped with an approved filter fabric, to prevent migration of soil into the pipe.

(d) As soon as construction backfill has been brought up to grade, shaped and compacted to 95% Modified Proctor Density, concrete can be replaced.

(e) The concrete used in construction shall be proportioned, mixed and placed in accordance with the provisions and requirements in the MDOT Standard Specifications, 1990 Edition, Section 804.05. Minimum 28-day compressive strength shall be 3000 p.s.i.

(f) Forms shall be of wood or metal, straight, free from warp, of sufficient strength to resist the pressure of the concrete without springing, and shall be cleaned thoroughly and oiled before concrete is placed against them. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.

(g) Reinforcement shall be placed in exact positions shown on the plans and firmly held during the placing and setting of concrete. Reinforcement for sidewalks and driveways shall consist of 6 x 6 #10 welded wire fabric. Metal devices in contact with exterior surface of the structure shall be galvanized. The use of gravel, pieces of broken stone or brick, metal pipe and wooden blocks as spacers will not be permitted.

(h) The concrete shall be deposited in a single layer on a moist grade to such depth that after finishing it shall be to the full thickness required. The edges and sides shall be to the full thickness required, as detailed in the Drawings. The edges and sides shall be thoroughly spaded, and the surface tamped sufficiently to consolidate the concrete and bring mortar, for finishing, to the surface.

(i) Finishing:

1. Street Surface - "Drag Finish", a uniform surface of gritty texture produced by dragging a seamless strip of damp burlap or cotton fabric longitudinal along the surface.

2. Curb and Gutter - smooth and even with wood float, irregularities of surface of more than 1/8 inch in 10 feet shall not be permitted.

3. Sidewalks and Driveways - Class 6 floated surface finish in accordance with Subsection 804.30, MDOT Standard Specifications.

4. After the final finish but before the concrete has taken its initial set, all edges shall be worked with an approved tool.

(j) Edges shall be carefully finished and rounded with an edging tool having a radius of one-half (1/2) inch.

(k) The surface of sidewalks and driveways shall be divided into blocks with a grooving tool. Spacing of blocks shall conform to the original concrete. Edge grooves with edging tool as necessary to provide uniform edges.

(l) Remove edge marks with a wetted brush so as to give the surface a uniform granular texture which will not be slick when wet.

(m) For curb and gutters, provide contraction joints spaced every 10 feet maximum unless otherwise indicated. Cut contraction joints 3/4-inch deep with a jointing tool after the surface has been finished. Provide expansion joints 1/2-inch thick and spaced every 100 feet maximum unless otherwise indicated.

(n) Construction joints shall be placed as detailed in Drawings. Expansion joints consisting of premolded expansion joint material, one-half (1/2) inch thick, full depth, shall align with existing expansion joints (approximately 40 feet O.C.) and along sawn joints. Contraction joints shall be spaced at not more than 15 feet.

(o) Cure with white pigmented liquid membrane, conforming to ASTM C-309 spray uniformly at a rate of one gallon to not more than 150 square feet by mechanical sprayer immediately after finishing operation is completed.

(p) Testing:

1. Contractor shall submit a proposed mix for review and approval prior to use on the job. Laboratory cylinders shall be made in accordance with ASTM C-192 and compression tests in accordance with ASTM C-39 using representative materials.

2. Cast cylinder on job in accordance with ASTM C-31. Make laboratory compression tests in accordance with ASTM C-39. Make cylinders as directed by Engineer; cure 1/2 in laboratory and 1/2 in field. Test one laboratory cured and one filed cured cylinder from each location at 7 days and the others at 28 days. Determine compliance with Specifications from results of field cured cylinders. Contractor shall arrange for and pay for these test cylinders.

(3) Restoration - Crushed Limestone or Gravel Driveways

(a) Place crushed limestone or washed gravel within areas where original limestone or gravel drive surfaces were disturbed (match original material), six (6) inches loose thickness, spread, shape to drain.

(4) Restoration - Fences

(a) At locations requiring an existing fence be removed during construction, the Contractor shall carefully remove that portion of the fence and lay aside until installation of the pipeline is completed. Contractor shall then replace the existing fence in as good or better condition than before construction. If salvage of existing fence is unsatisfactory or impractical, contractor shall

furnish new materials, matching the original materials in character and original quality.

(b) Finished fences shall be sturdy, straight, and plumb. All fence posts shall be set with concrete.

(5) Restoration - Culverts and Drainage Inlets

(a) Contractor is expected to protect and preserve existing drainage facilities to the maximum extent possible. Where damage is unavoidable, existing deteriorated pipe and structures are to be removed and disposed of and replaced with new materials as specified and detailed in Drawings. Existing pipe may be salvaged and re-installed if in undamaged condition. Existing drainage grates are to be salvaged and reused.Vegetative Cover

(b) The Engineer will field designate those areas to receive vegetative cover (grassing). Generally, existing disturbed areas of turf will be designated to receive vegetative cover.

(c) All earth surfaces which are to receive vegetative cover shall receive ground preparation to a depth of not less than four (4) inches. Thoroughly pulverize the area before the application of vegetative control items. If the soil is not moist it shall be watered until it is in a workable condition.

(d) At least 48 hours before the sowing of any seed distribute commercial 13-13-13 fertilizer at the rate of one ton per acre and disc into the top four inches of prepared soil.

(e) Seed mixture and application rate shall be as follows:

Bermuda (Hulled)	25 lb/acre
Carpet Grass	25 lb/acre

Sow seed at uniform rate. Cover lightly by raking, rolling or other approved methods.

(f) Within 24 hours following the seeding, baled straw mulch shall be uniformly distributed over the entire seeded area at the rate of two tons of vegetative mulch material per acre and mulch will be crimped.

(g) The Contractor shall maintain the planted areas until the work has been completed and accepted. Maintenance shall consist of preserving, protecting, replacing, and such other work as may be necessary to keep the planted areas in a satisfactory condition.

(6) Solid Sod

(a) The Engineer will field designate those areas to receive solid sod. Generally, only existing areas of highly developed lawn turf will be designated to receive sod.

(b) All earth surfaces which are to receive solid sod shall receive ground preparation to a depth of not less than four (4) inches. Thoroughly pulverize the area before the application of vegetative control items. If the soil is not moist it shall be watered until it is in a workable condition.

(c) At least 48 hours before the placing of sod distribute commercial 13-13-13 fertilizer at the rate of one ton per acre and disc into the top four inches of prepared soil.

(d) Place a continuous mat of live sod upon all areas disturbed by construction. Contractor has option of cutting existing grass now on the site and preserving it for re-installation, or he may destroy the existing grass and provide new sod which satisfactorily matches the original turf.

(e) The Contractor shall maintain the sodded areas until the work has been completed and accepted. Maintenance shall consist of preserving, protecting, replacing, and such other work as may be necessary to keep the sodded areas in a satisfactory condition.

(7) Rip-Rap

(a) The rip-rap shall be placed in those areas shown on the plans or as designated by the Engineer.

(b) The earth surface shall be carefully prepared by excavating to 12 inches below final finish grade, removing debris which may damage filter fabric, and smoothing the subgrade.

(c) Filter fabric shall be installed in accordance with manufacturer's recommendations, using 12 inch minimum toe-in at the top edge of the fabric and a toe-wrap at the bottom edge.

(d) Hand place rip-rap upon the filter fabric, orienting the individual pieces to achieve an inter-locking effect. The nominal thickness of the stone blanket shall be not less than 12 inches.

PIPE FOUNDATION MATERIAL
SELECT SANDY BACKFILL
GEOTEXTILE FABRIC

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment to construct a compacted gravel or crushed limestone bedding in locations where the native bedding material is unsuitable to properly support the pipe, and where the Engineer authorizes its use under this item.

(2) This work shall also consist of the removal of unsuitable material and placing of approved material for backfill in locations where the Engineer determines that the trench excavation does not provide a natural select backfill material of suitable quality or quantity for backfill purposes.

(3) Also included is the furnishing of geotextile fabric for road base, where authorized by the Engineer.

B. MATERIALS

(1) Pipe Foundation Material - Contractor may elect to furnish any of the following material mixtures:

(a) Well-graded crushed limestone consisting of a blend of various sizes of 100% crushed limestone or granite, containing not more than 20% thin or elongated pieces. Percentage of wear, Los Angeles Test, shall not be more than 50%. When subjected to five (5) cycles of the soundness test, by use of magnesium sulfate, the weighted percentage of loss shall not be more than 15. The blend shall be well-graded, to permit an easy compaction into a stable mass, and shall conform in every case to the following master range:

Square-Mesh Sieve	% Passing (by Dry Wt.)
1 1/2"	100
1"	90 - 100
3/4"	70 - 95
3/8"	50 - 80
#4	35 - 65
#10	25 - 50
#40	10 - 26

#200 4 - 12

(b) A mixture of approximately 50 percent washed gravel ranging up to 3/4 inches particle size and 50 percent clean well-graded sand, mixed to yield a homogeneous cohesionless material compactable into an essentially voidless mass. Naturally occurring sandy gravel mixtures which have these characteristics will also be acceptable.

(2) Select Sandy Backfill - (use only where designated in Drawings or authorized by Engineer) shall be a well graded sandy cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. Material shall be free of pieces of broken asphalt, concrete, and the like.

(3) Geotextile fabric shall be a non-woven 100 percent polypropylene sheet having the following characteristics:

Weight	>	4	oz/sq. yd.	per ASTM D1910
Thickness	>	15	mils	per ASTM D1777
Grab Tensile	>	150	lbs.	per ASTM D1682
Trapezoidal Tear	>	77	lbs.	per ASTM D1682
Mullen Burst	>	200	psi	per ASTM D774
Puncture Strength	>	43	lbs.	per CW02215

C. CONSTRUCTION REQUIREMENTS

(1) Place bedding material on a flat trench bottom to the dimensions shown on the Drawings.

(2) Unsuitable backfill material will be removed and disposed of by the Contractor and select backfill material will be incorporated into work in accordance with the construction requirements, and to the dimensions shown on the Drawings, but only as authorized by Engineer.

(3) Place geotextile fabric in full accordance with manufacturer's recommendations, carefully avoiding damage to fabric. Subbase shall be leveled and compacted to the maximum practicable extent prior to placement of geotextile fabric. Fabric shall be spread across the entire width of the open trench, and extending up the side wall of the trench. Lap all joints a minimum of 18 inches.

(4) The Engineer will be the sole judge regarding the use of pipe foundation material and select sandy backfill. It is intended that these materials be used only to the minimum possible extent, and only in those circumstances where, in the Engineer's professional judgment, such use is essential to protect the pipe and/or to satisfactorily repair the road surface. The Engineer's decision shall be final, and his refusal to authorize the use of these materials shall in no way relieve Contractor from meeting the specification requirements.

State of Mississippi
Department of Environmental Quality
Office of Pollution Control

Certificate of Permit Coverage

under Mississippi's Large Construction Storm Water General NPDES Permit

Be it known

C & G Holdings, LLC
Gulfport, Mississippi

having submitted an acceptable Construction Notice of Intent, is hereby granted this Certificate of Permit Coverage in order to discharge storm water associated with the construction of

Gulf Grove Subdivision
Receiving Stream: Gulf of Mexico
Harrison County

Krystal Rudolph
Chief, Environmental Permits Division

Coverage No: MSR108737

Date of Coverage: January 3, 2023

Date General Permit Expires: January 31, 2027

81860 GNP20220001

DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

_____

STATE OF MISSISSIPPI
COUNTY OF

DECLARANT

_____

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
_____ SUBDIVISION

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	3
ARTICLE 2 THE PROPERTY	5
ARTICLE 3 PROPERTY SERVITUDES & RIGHTS	6
ARTICLE 4 COMMON AREA	7
ARTICLE 5 ARCHITECTURAL COVENANTS	8
ARTICLE 6 USE RESTRICTIONS	10
ARTICLE 7 ASSOCIATION OPERATIONS	16
ARTICLE 8 COVENANT FOR ASSESSMENTS	19
ARTICLE 9 ASSESSMENT LIEN	21
ARTICLE 10 ENFORCING THE COMMUNITY DOCUMENTS	22
ARTICLE 11 MAINTENANCE AND REPAIR OBLIGATIONS	23
ARTICLE 12 MORTGAGEE PROTECTION	24
ARTICLE 13 AMENDMENTS	24
ARTICLE 14 DISPUTE RESOLUTION	25
ARTICLE 15 DECLARANT RIGHTS & RESERVATIONS	27
ARTICLE 16 GENERAL PROVISIONS	30

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

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
_____ SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF _____

DATE OF SIGNING: _____

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

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

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

ARTICLE 1
DEFINITIONS

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

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 _____ 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 _____ Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association Said Association may be set up in the future.

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

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

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

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

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

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

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

ARTICLE 2
THE PROPERTY

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

2.2. ADDITIONAL PROPERTY. Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners

representing at least twothirds 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 delegatees.

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 Reviewerapproved 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 Reviewerapproved 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 on 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 entitles must provide such evidence of appointment and authority as its Board may require.

B. Class B. The Class B Member of the Association will be Declarant, and no other Person may be a Class B Member of the Association. Declarant, as the Class B Member, will be entitled to three

(3) votes for each Lot owned, or 500 votes, whichever is greater, at the time of: (1) any meeting of the Members of the Association, or (2) other occasion when Members vote. Other rights of the Class B Member may be included elsewhere in this Declaration and / or in the Bylaws.

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

(1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or

(3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the

Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

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

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

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

a. maintenance, repair, and replacement, of the Common Area;

b. utilities and services billed to the Association;

c. taxes on property owned by the Association and the Association's income taxes;

d. management, legal, accounting and professional fees for services to the Association;

e. operating expenses;

f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;

g. contributions to the reserve funds; and

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

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

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may

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

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

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

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

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

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

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

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

a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.

b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.

c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.

d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.

e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

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

ARTICLE 9
ASSESSMENT PRIVILEGE

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

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

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

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

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

ARTICLE 10
ENFORCING THE COMMUNITY DOCUMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 11
MAINTENANCE AND REPAIR OBLIGATIONS

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

a. the Common Areas and any improvements located thereon;

b. any immovable and movable property, and any improvements thereon, 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. Improvements 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 and repair his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood and according to its original design, condition, and color. Specifically, each Owner must repair and replace damaged, worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces. This maintenance obligation includes, but is not limited to, any buildings, fences, structures, equipment, and any other improvements or items placed on the Lot, and includes any fences located on any portion of the Lot, including common lot lines or property lines, and also includes any fences along the perimeter of the subdivision that are located on any portion of a Lot.

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 twothirds 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 Declarantappointed 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 communitywide 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 offsite developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

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

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

ARTICLE 16
GENERAL PROVISIONS

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

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

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

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

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

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

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

WITNESSES:

DECLARANT/APPEARER

_____

Printed Name:_____

By: _____

_____

Printed Name:_____

_____

NOTARY PUBLIC, in and for
_____ County, Mississippi
My Commission Expires: _____
Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

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

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

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factorybuilt homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured offsite. 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)

CONSTRUCTION PLANS FOR

GULF GROVE SUBDIVISION

OWNER:

C&G HOLDINGS, LLC.
14397 CREOSOTE ROAD
GULFPORT, MS 39503

SECTION 31
TOWNSHIP 7 SOUTH
RANGE 10 WEST
HARRISON COUNTY
CITY OF GULFPORT
MISSISSIPPI

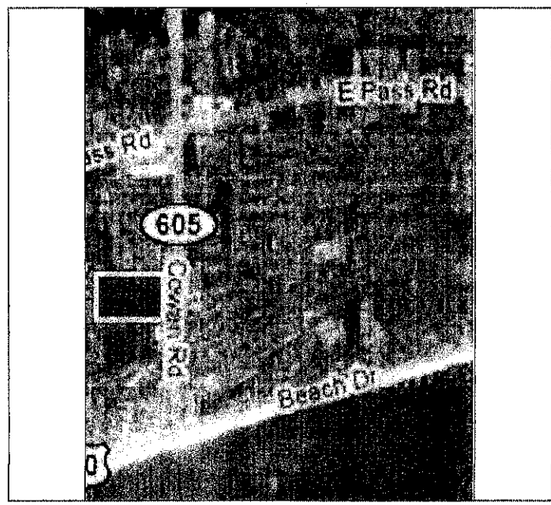
DANIEL R. BOUDREAUX, JR., P.E., INC.
CONSULTING ENGINEERS

17381 SOUTH CARR BRIDGE ROAD
BILOXI, MISSISSIPPI 39532
PHONE: 228-297-1647

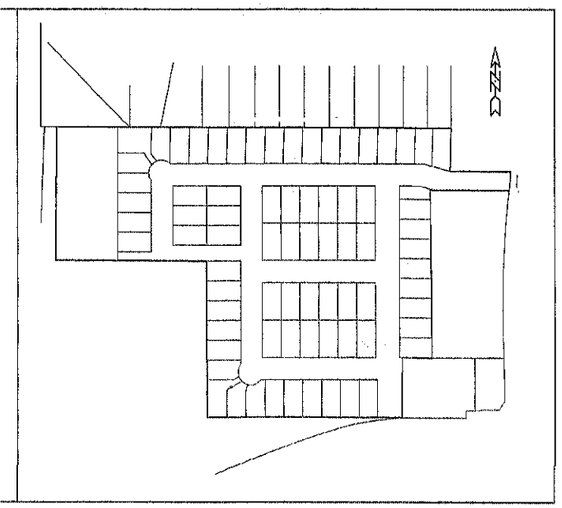
REVISED: APRIL 30, 2024
JUNE 16, 2022

SHEET INDEX

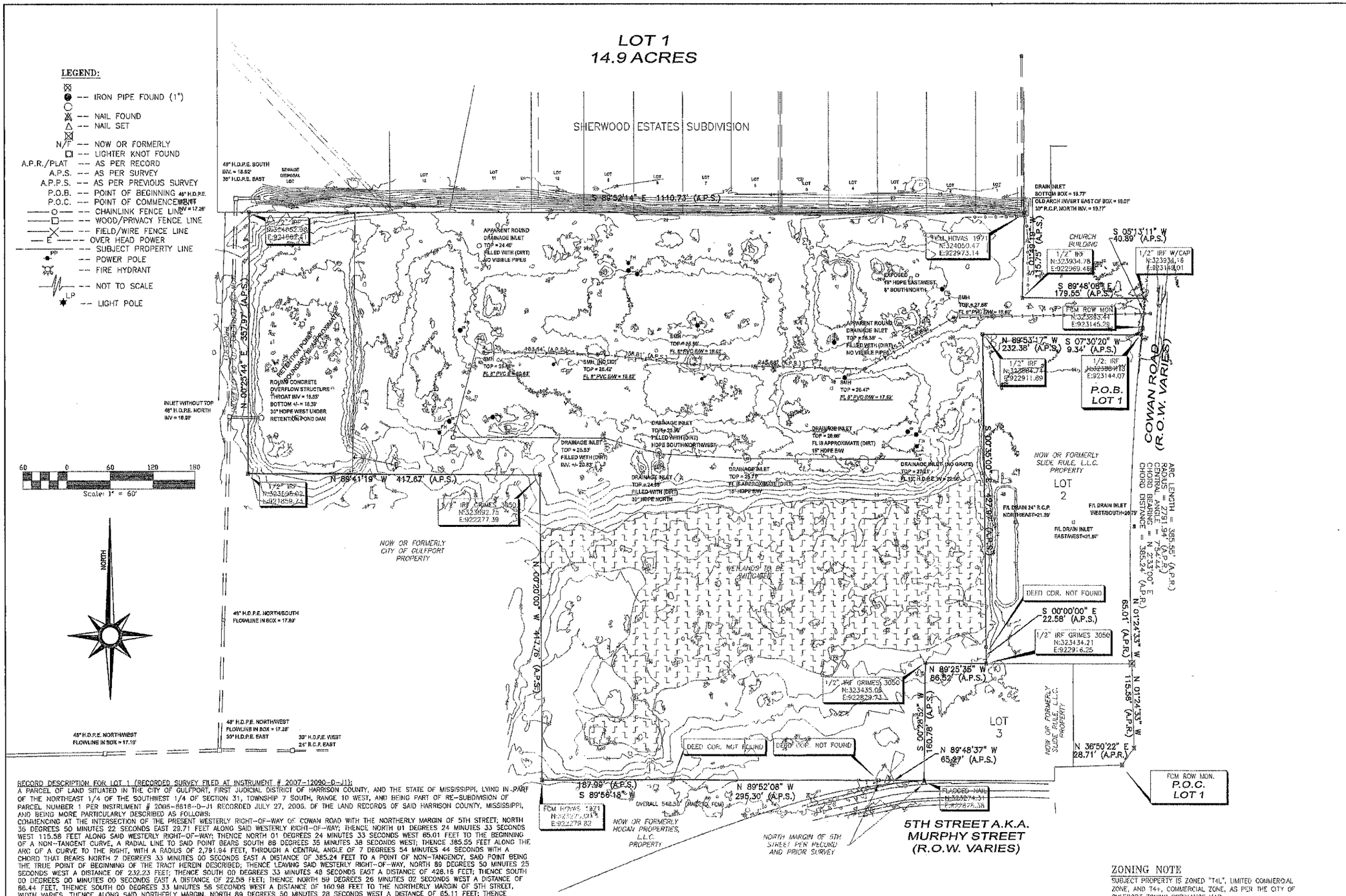
SHEET NO.	TITLE
1	TITLE SHEET
2	EXISTING TOPO
3	LOT LAYOUT
4	ROAD & DRAINAGE PLAN
5	SIDEWALK AND STREET LIGHT PLAN
6	UTILITY PLAN
7	STORMWATER POLLUTION PREVENTION PLAN
8	REDFISH DR. PLAN/PROFILE
9	CONCH DR. PLAN/PROFILE
10	FLOUNDER WAY PLAN/PROFILE
11	KRILL CT. PLAN/PROFILE
12	CONSTRUCTION DETAILS
13	CONSTRUCTION DETAILS
14	CONSTRUCTION DETAILS
15	CONSTRUCTION DETAILS



VICINITY MAP
SCALE: N.T.S.



GENERAL LAYOUT
SCALE: N.T.S.



RECORD DESCRIPTION FOR LOT 1 (RECORDED SURVEY FILED AT INSTRUMENT # 2007-12090-D-J1):
A PARCEL OF LAND SITUATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF PARCEL NUMBER 1 PER INSTRUMENT # 2005-8618-D-J1 RECORDED JULY 27, 2005, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE PRESENT WESTERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH 36 DEGREES 50 MINUTES 22 SECONDS EAST 28.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 115.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST; THENCE 385.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 54 MINUTES 44 SECONDS WITH A CHORD THAT BEARS NORTH 2 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 385.24 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 25 SECONDS WEST A DISTANCE OF 232.23 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 428.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 22.58 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 02 SECONDS WEST A DISTANCE OF 86.44 FEET, THENCE SOUTH 00 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 160.98 FEET TO THE NORTHERLY MARGIN OF 5TH STREET, WIDTH VARIES, THENCE ALONG SAID NORTHERLY MARGIN, NORTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 65.11 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 295.30 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 187.96 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 417.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS WEST A DISTANCE OF 417.87 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 357.95 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST A DISTANCE OF 1,110.73 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST A DSITANCE OF 179.64 FEET; THENCE SOUTH 05 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENT CURVATURE; A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 18 MINTUES 03 SECONDS WEST; THENCE 9.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 35 SECONDS, WITH A CHORD THAT BEARS SOUTH 05 DEGREES 38 MINUTES 09 SECONDS WEST A DISTANCE OF 9.41 FEET TO THE TRUE POINT OF BEGINNING.

ZONING NOTE
SUBJECT PROPERTY IS ZONED "T4L", LIMITED COMMERCIAL ZONE, AND T4+, COMMERCIAL ZONE, AS PER THE CITY OF GULFPORT ZONING ORDINANCE MAP.

REVISED
DRAWN BY dhj, drh
CHECKED drb
DATE 06/16/22

SHEET TITLE: EXISTING TOPO

PROJECT NAME: GULF GROVE SUBDIVISION

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1847

SHEET 2 OF 15

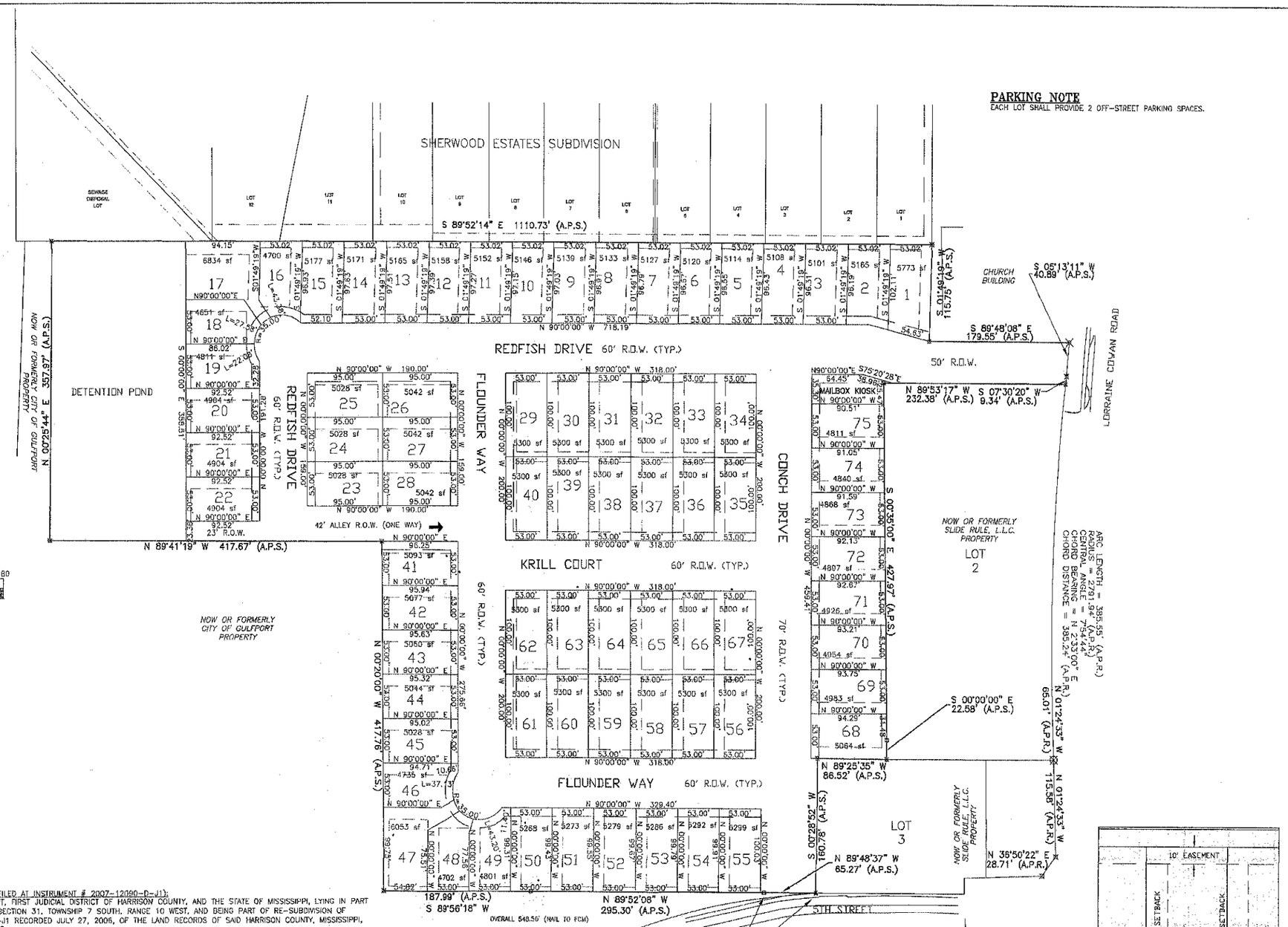
PROJECT NO. gulfgrove.dwg

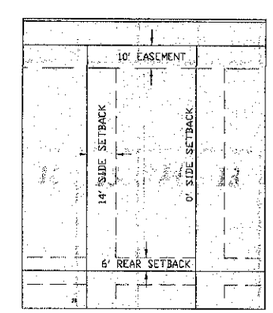
LEGEND:

- -- IRON PIPE FOUND (1")
- -- NAIL FOUND
- -- NAIL SET
- N/F -- NOW OR FORMERLY
- -- LIGHTER KNOT FOUND
- A.P.R./PLAT -- AS PER RECORD
- A.P.S. -- AS PER SURVEY
- A.P.P.S. -- AS PER PREVIOUS SURVEY
- P.O.B. -- POINT OF BEGINNING
- P.O.C. -- POINT OF COMMENCEMENT
- -- CHAINLINK FENCE LINE
- -- WOOD/PRIVACY FENCE LINE
- -- FIELD/WIRE FENCE LINE
- -- OVER HEAD POWER
- -- SUBJECT PROPERTY LINE
- -- POWER POLE
- -- FIRE HYDRANT
- -- NOT TO SCALE
- -- LIGHT POLE

PARKING NOTE

EACH LOT SHALL PROVIDE 2 OFF-STREET PARKING SPACES.





TYPICAL LOT SETBACK

SCALE: 1"=30'

RECORD DESCRIPTION FOR LOT 1 (RECORDED SURVEY FILED AT INSTRUMENT # 2007-12090-D-J1):
A PARCEL OF LAND SITUATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF PARCEL NUMBER 1 PER INSTRUMENT # 2006-6618-D-J1 RECORDED JULY 27, 2006, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE PRESENT WESTERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH 36 DEGREES 50 MINUTES 22 SECONDS EAST 29.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 115.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST; THENCE 385.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 54 MINUTES 44 SECONDS WITH A CHORD THAT BEARS NORTH 2 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 385.24 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 25 SECONDS WEST A DISTANCE OF 232.23 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 428.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 22.58 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 02 SECONDS WEST A DISTANCE OF 86.44 FEET, THENCE SOUTH 00 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 160.98 FEET TO THE NORTHERLY MARGIN OF 5TH STREET, WIDTH VARIES, THENCE ALONG SAID NORTHERLY MARGIN, NORTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 85.11 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 295.30 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 43 SECONDS WEST 187.99 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 417.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS WEST A DISTANCE OF 417.67 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 357.95 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST A DISTANCE OF 1,110.75 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST A DSITANCE OF 179.64 FEET; THENCE SOUTH 05 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENT CURVATURE; A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 18 MINTUES 03 SECONDS WEST; THENCE 9.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 35 SECONDS, WITH A CHORD THAT BEARS SOUTH 08 DEGREES 36 MINUTES 09 SECONDS WEST A DISTANCE OF 9.41 FEET TO THE TRUE POINT OF BEGINNING.

REVISED	01/30/24
DRAWN BY	dbJ, drB
CHECKED	drB
DATE	06/16/22

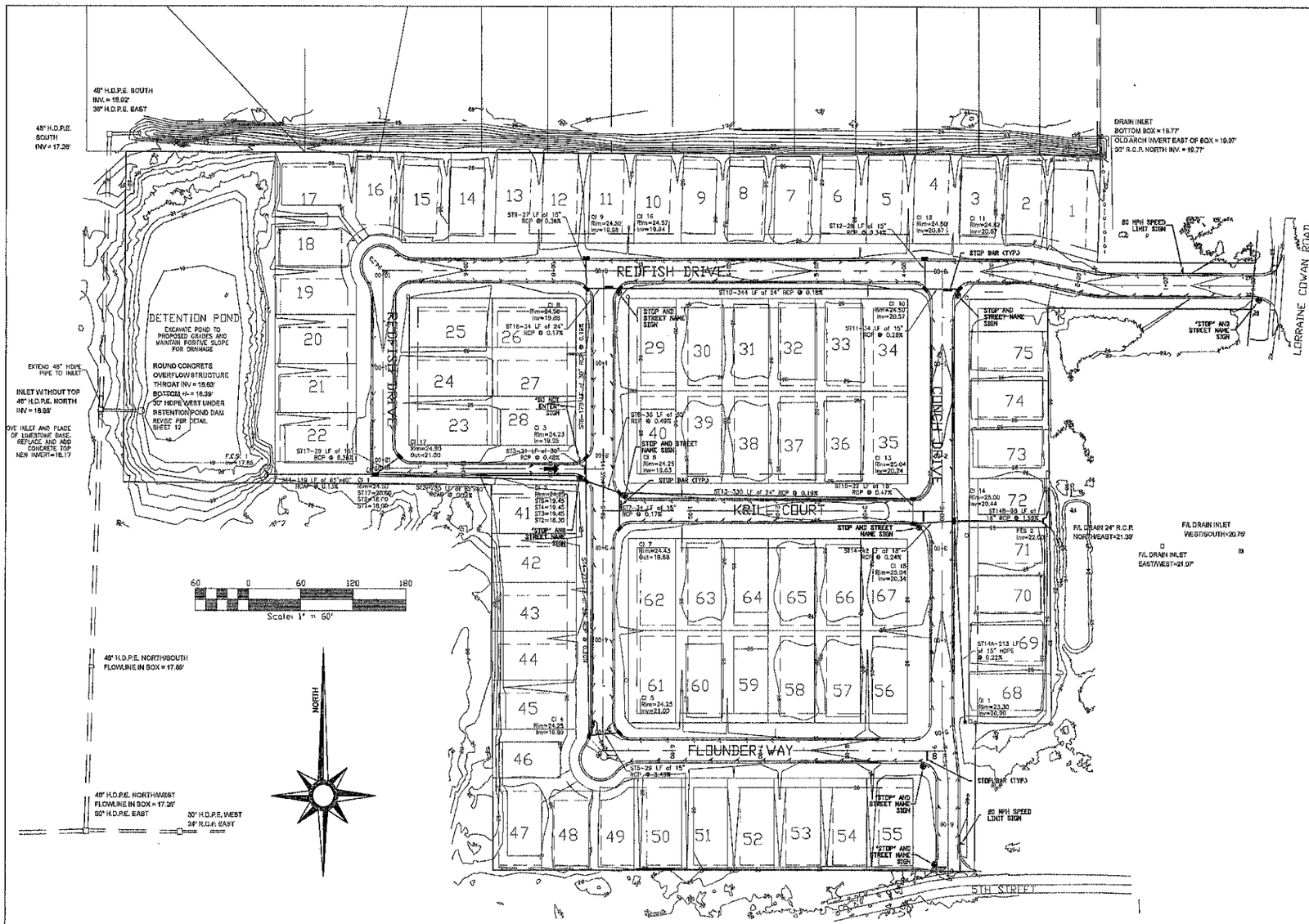
SHEET TITLE: LOT LAYOUT

PROJECT NAME: GULF GROVE SUBDIVISION

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

SHEET 3 OF 15

PROJECT NO. gulfgrove.dwg



GENERAL NOTES

1.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO COMMENCEMENT OF WORK.

2.) A 10' EASEMENT SHALL BE LOCATED ALONG BOTH SIDES OF ALL RIGHT-OF-WAYS.

3.) ALL UNSUITABLE MATERIAL LOCATED UNDER ROAD BASE SHALL BE MUCKED OUT TO A MINIMUM DEPTH OF 24" OR TO STABLE SUBBASE. BACKFILL WITH SANDY NATIVE MATERIAL AND COMPACT TO 95% STANDARD PROCTOR DENSITY IN 8" LIFTS.

4) DITCHES SHALL NOT BE EXCAVATED IN WETLANDS UNLESS SHOWN OTHERWISE ON THIS DRAINAGE PLAN. ONLY THOSE AREAS SHOWN HEREON HAVE BEEN PROPERLY PERMITTED.

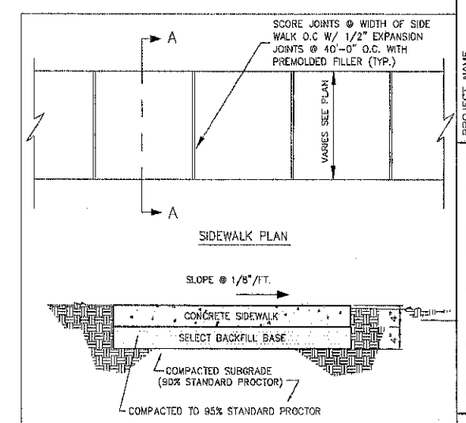
5.) A 5' WIDE SWALE DRAINAGE EASEMENT WILL BE RESERVED ALONG SIDE LOT LINES WITH 14' BUILDING SETBACKS.

6.) 4" SOCK PIPE SHALL BE PLACED AT BACK OF CURB WITH PEA GRAVEL FILL AS REQUIRED UPON ENCOUNTERING GROUNDWATER.

7.) ADA RAMPS SHALL BE INSTALLED AT INTERSECTIONS FOR SIDEWALK ACCESS.

8.) ALL TRAFFIC SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE IN SIZE, SHAPE AND DESIGN IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

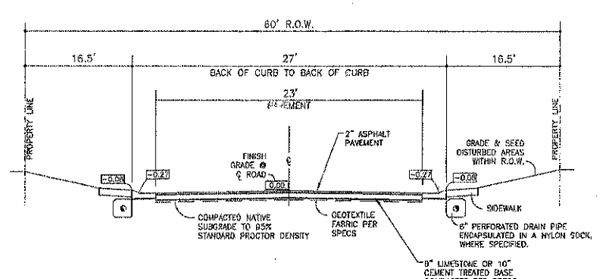
9.) ALL EASEMENTS SHALL BE FOR UTILITY, DRAINAGE, AND ACCESS PURPOSES UNLESS NOTED OTHERWISE.



SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

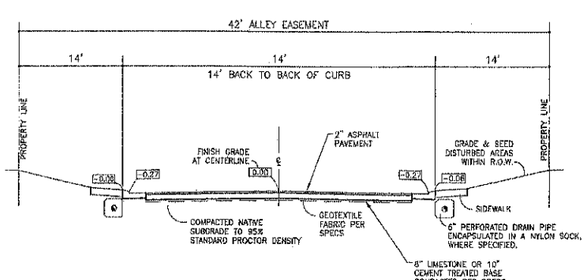
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport Engineering



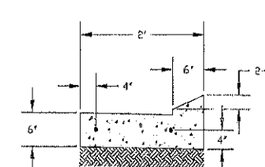
TYPICAL ROAD SECTION

N.T.S.



TYPICAL ALLEY SECTION

N.T.S.



NOTE:

PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport Engineering

REVISED 04/30/24
DRAWN BY dbj, drb
CHECKED drb
DATE 05/16/22

SHEET TITLE **ROAD & DRAINAGE PLAN**

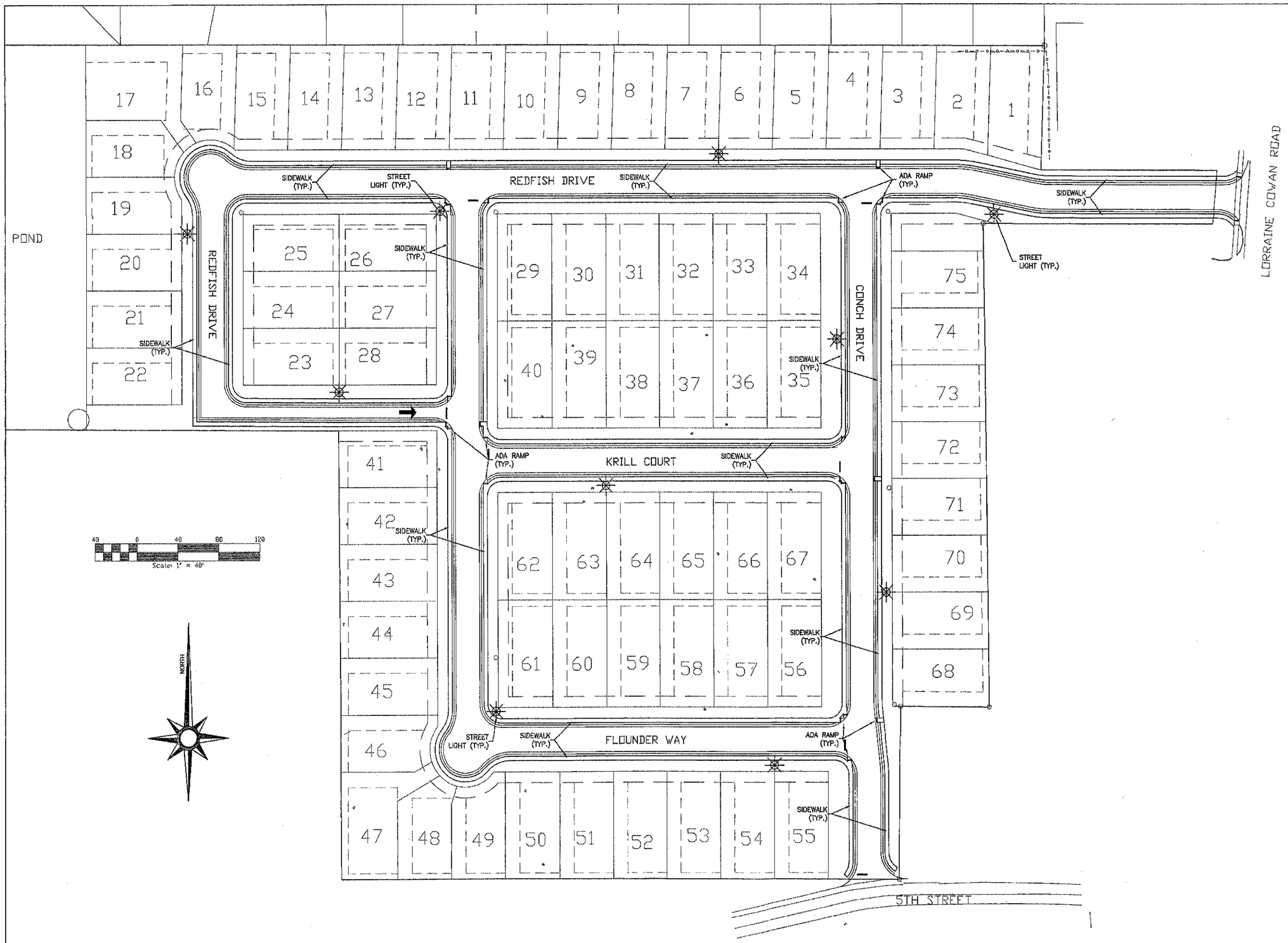
PROJECT NAME **GULF GROVE SUBDIVISION**

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 4 OF 15

PROJECT NO. gulfgrove.dwg



REVISED 04/30/24
DRAWN BY dbj, drb
CHECKED drb
DATE 06/18/22

SHEET TITLE
SIDEWALK AND STREET LIGHT PLAN

PROJECT NAME
GULF GROVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 5 OF 15

PROJECT NO. gulfgrove.dwg

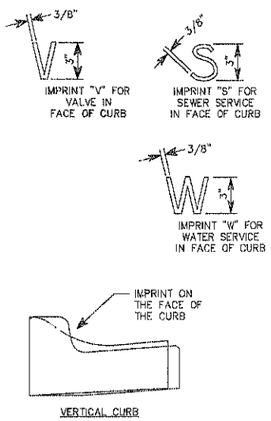
CURB STAMPING NOTES:

1. LETTER "S","W", AND "V" TO BE 0" DEEP.

2. SHALL STAMP CURB AT EACH SEWER AND WATER SERVICE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB.

3. CONTRACTOR SHALL STAMP CURB AT EACH VALVE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB. STAMP CURBS ON BOTH SIDE OF THE STREET IF VALVE IS LOCATED WITHIN STREET. STAMP FACE OF ADJACENT CURB IF VALVE LOCATED OUTSIDE OF STREET.

4. STAMPING TOOL TO BE APPROVED PRIOR TO USE.



CURB STAMPING DETAIL

N.T.S.

GENERAL NOTES

1.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO ANY EXCAVATION.

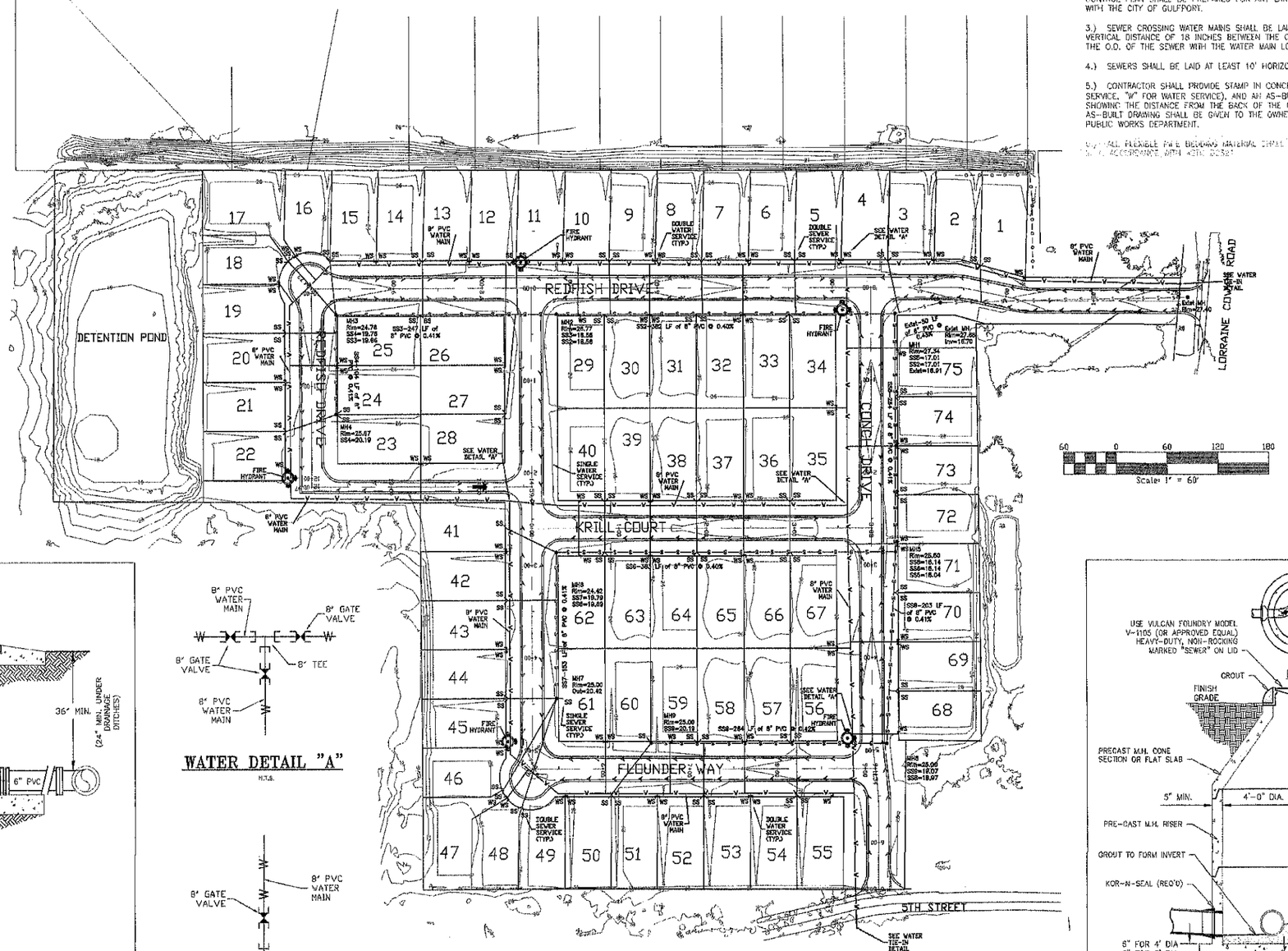
2.) CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL FOR ALL WORK. A TRAFFIC CONTROL PLAN SHALL BE PREPARED FOR ANY LANE CLOSURES AND COORDINATED WITH THE CITY OF GULFPORT.

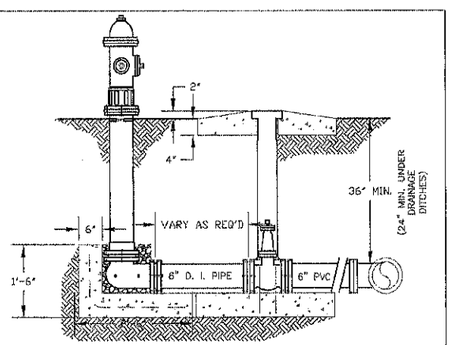
3.) SEWER CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE O.D. OF THE WATER MAIN AND THE O.D. OF THE SEWER WITH THE WATER MAIN LOCATED ABOVE THE SEWER MAIN.

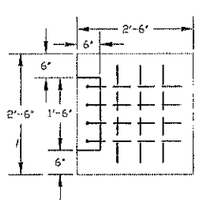
4.) SEWERS SHALL BE LAID AT LEAST 10' HORIZONTALLY FROM WATER MAINS.

5.) CONTRACTOR SHALL PROVIDE STAMP IN CONCRETE CURB. ("S" FOR SEWER SERVICE, "W" FOR WATER SERVICE), AND AN AS-BUILT UTILITY SERVICE DRAWING SHOWING THE DISTANCE FROM THE BACK OF THE CURB TO THE SERVICE. THE AS-BUILT DRAWING SHALL BE GIVEN TO THE OWNER AND THE CITY OF GULFPORT PUBLIC WORKS DEPARTMENT.

6.) ALL FLEXIBLE PIPE BEDDING MATERIAL SHALL VERTICAL TO COMPACTION IN ACCORDANCE WITH ASTM D2321







FIRE HYDRANT ASSEMBLY

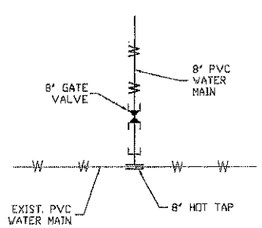
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: GF664	
DR. BY:	FILE: FIGHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
400 JENNIE AVENUE, GULFPORT, MS 39507
TEL 228-868-5820 FAX 228-868-5825

WATER DETAIL "A"

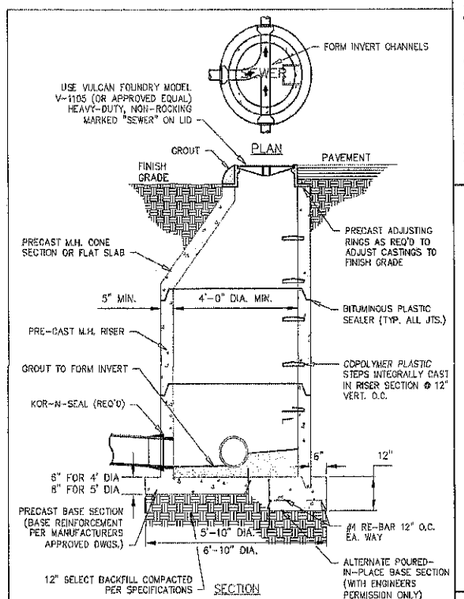
N.T.S.



NOTE:
CONTRACTOR SHALL VERIFY EXISTING LAYOUT AND COORDINATE WITH THE CITY OF GULFPORT FOR TIE-IN

WATER TIE-IN DETAIL

N.T.S.



MANHOLE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: G2731 DWG.	
DR. BY:	FILE: MANHOLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS
400 JENNIE AVENUE, GULFPORT, MS 39507
TEL 228-868-5820 FAX 228-868-5825

REVISED	
DRAWN BY	BKS, GG
CHECKED	drb
DATE	06/16/22

SHEET TITLE: UTILITY PLAN

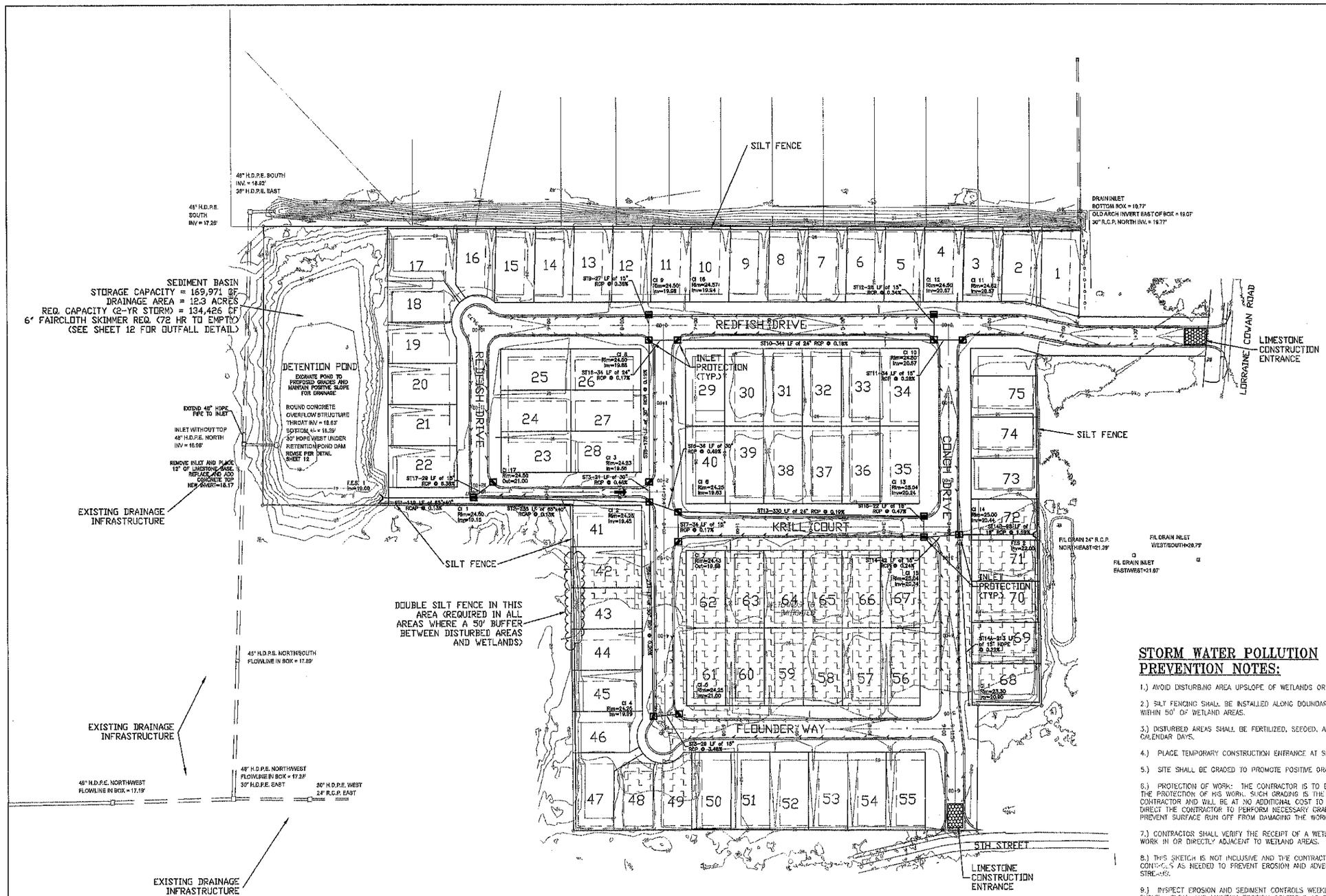
PROJECT NAME: GULF GROVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1847

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 6 OF 15

PROJECT NO. gulfgrove.dwg



STORM WATER POLLUTION PREVENTION NOTES:

1.) AVOID DISTURBING AREA UPSLOPE OF WETLANDS OR DRAINS.

2.) SILT FENCING SHALL BE INSTALLED ALONG BOUNDARIES OF DISTURBED AREAS WITHIN 50' OF WETLAND AREAS.

3.) DISTURBED AREAS SHALL BE FERTILIZED, SEEDED, AND MULCHED WITHIN SEVEN CALENDAR DAYS.

4.) PLACE TEMPORARY CONSTRUCTION ENTRANCE AT SITE ACCESS POINTS.

5.) SITE SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE FLOW.

6.) PROTECTION OF WORK: THE CONTRACTOR IS TO BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN OFF FROM DAMAGING THE WORK.

7.) CONTRACTOR SHALL VERIFY THE RECEIPT OF A WETLAND FILL PERMIT BEFORE ANY WORK IN OR DIRECTLY ADJACENT TO WETLAND AREAS.

8.) THIS SKETCH IS NOT INCLUSIVE AND THE CONTRACTOR SHALL IMPLEMENT CONTROLS AS NEEDED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS.

9.) INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND AFTER EACH RAIN EVENT. CLEAN AND MAINTAIN EROSION CONTROLS AS REQUIRED.

10.) TOPSOIL SHALL BE STOCKPILED AND USED IN AREAS THAT WILL BE RE-VEGETATED. WHEN FINAL GRADE IS REACHED, DISTRIBUTE TO A MINIMUM DEPTH OF 2 INCHES ON 3:1 SLOPES AND 4 INCHES ON FLATTER SLOPES.

11.) HEAVY EQUIPMENT USE IN AREAS TO BE RE-VEGETATED SHALL BE AVOIDED. IF COMPACTION CANNOT BE AVOIDED, THE TOP 4 INCHES OF THE SOIL BED SHOULD BE TILLED BEFORE RE-VEGETATION. ANY NECESSARY FERTILIZER OR OTHER SOIL AMENDMENTS SHOULD BE ADDED DURING THE TILLING PROCESS.

12.) CONTRACTOR SHALL REMOVE TEMPORARY SWPPP MEASURES UPON ESTABLISHMENT OF PERMANENT CONTROLS SUCH AS A HEALTHY STAND OF GRASS. RESPONSIBILITY WILL BE TRANSFERED TO BUILDING CONTRACTOR FOR THOSE AREAS REQUIRED FOR HIS WORK UPON ACCEPTANCE BY ENGINEER.

REVISED 11/01/22
DRAWN BY db3, ddu
CHECKED drb
DATE 08/18/22

SHEET TITLE
STORMWATER POLLUTION PREVENTION PLAN

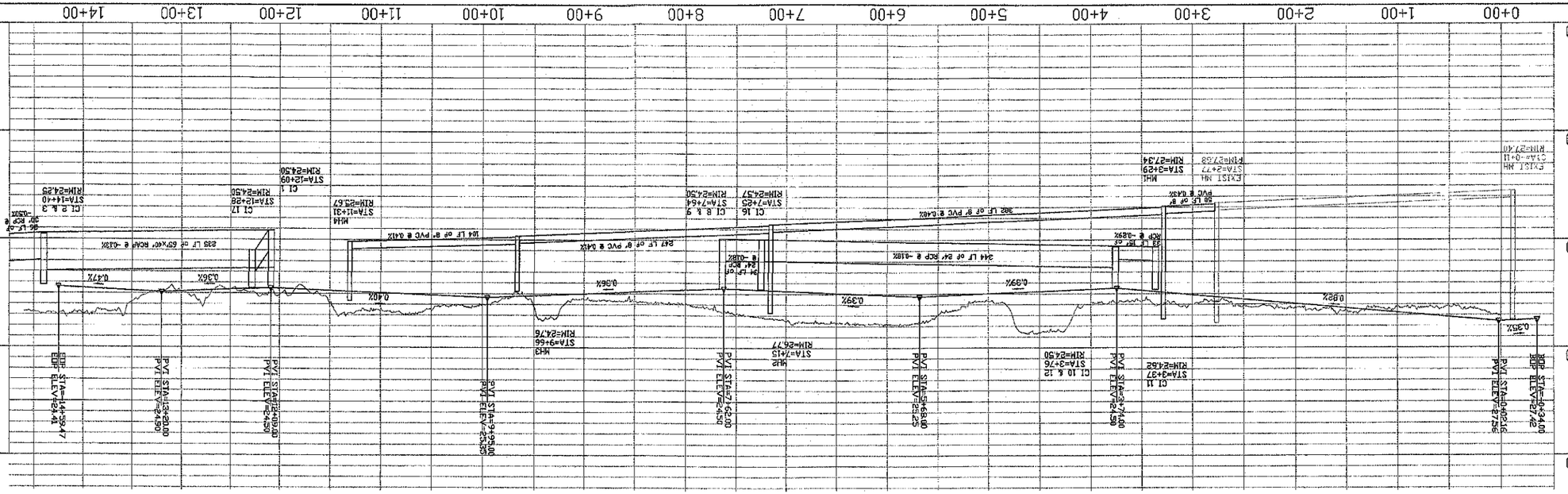
PROJECT NAME
GULF GROVE SUBDIVISION

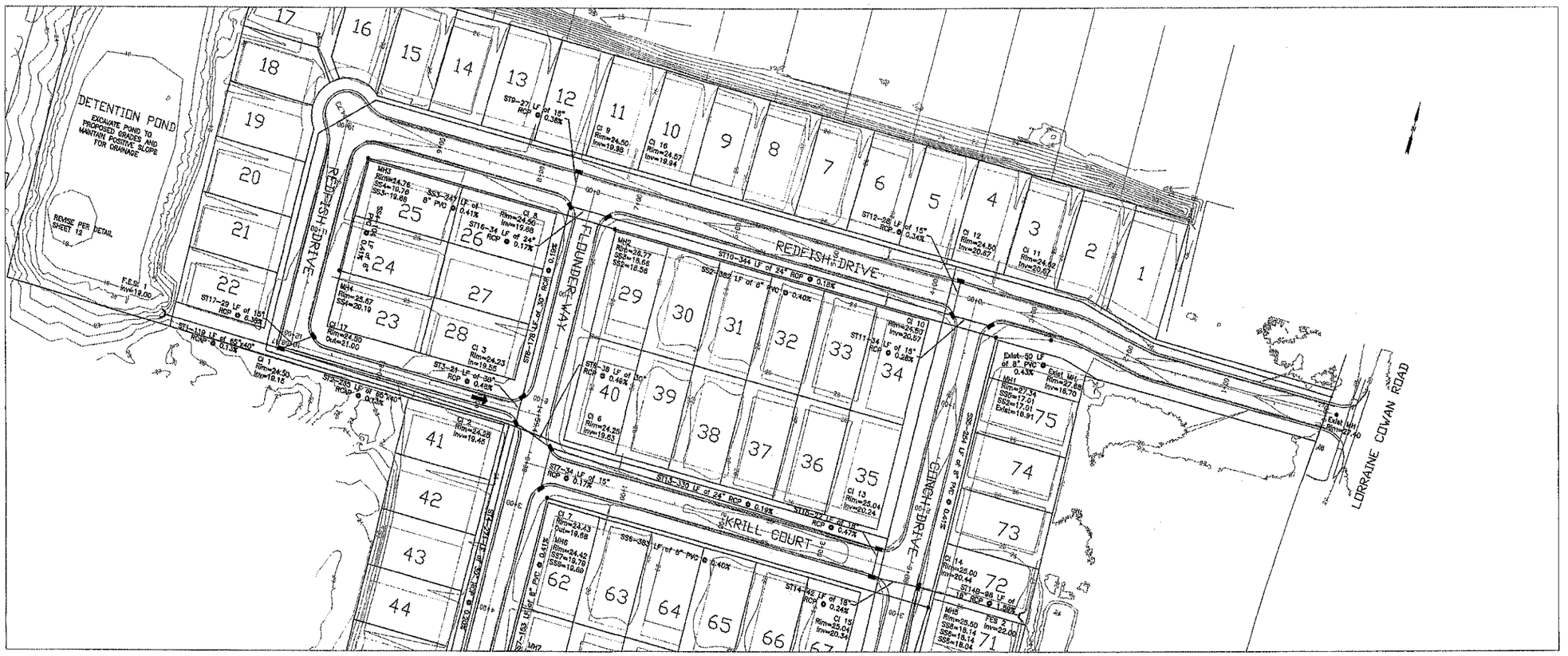
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 7 OF 15

PROJECT NO.
gulfgrove.dwg





DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1847

PROJECT NAME
GULF GROVE SUBDIVISION

SHEET TITLE
REDFISH DRIVE PLAN/PROFILE

SHEET 8 OF 15

PROJECT NO
yydyyyy-xxxx

REVISED
DRAWN BY
CHECKED
DATE 09/16/22

REVISED

DRAWN BY dbj, drb

CHECKED drb

DATE 06/16/22

SHEET TITLE **CONCH DRIVE EPLAN/PROFILE**

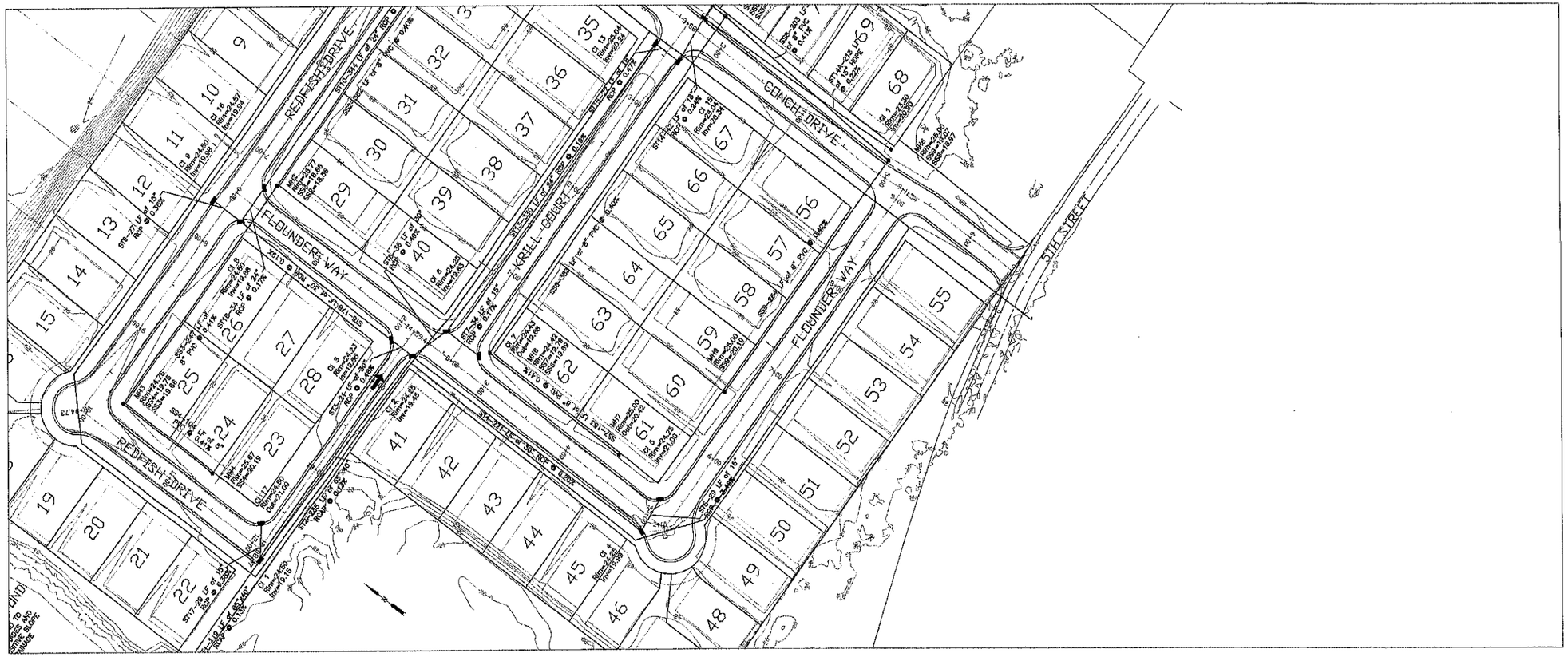
PROJECT NAME **GULF GROVE SUBDIVISION**

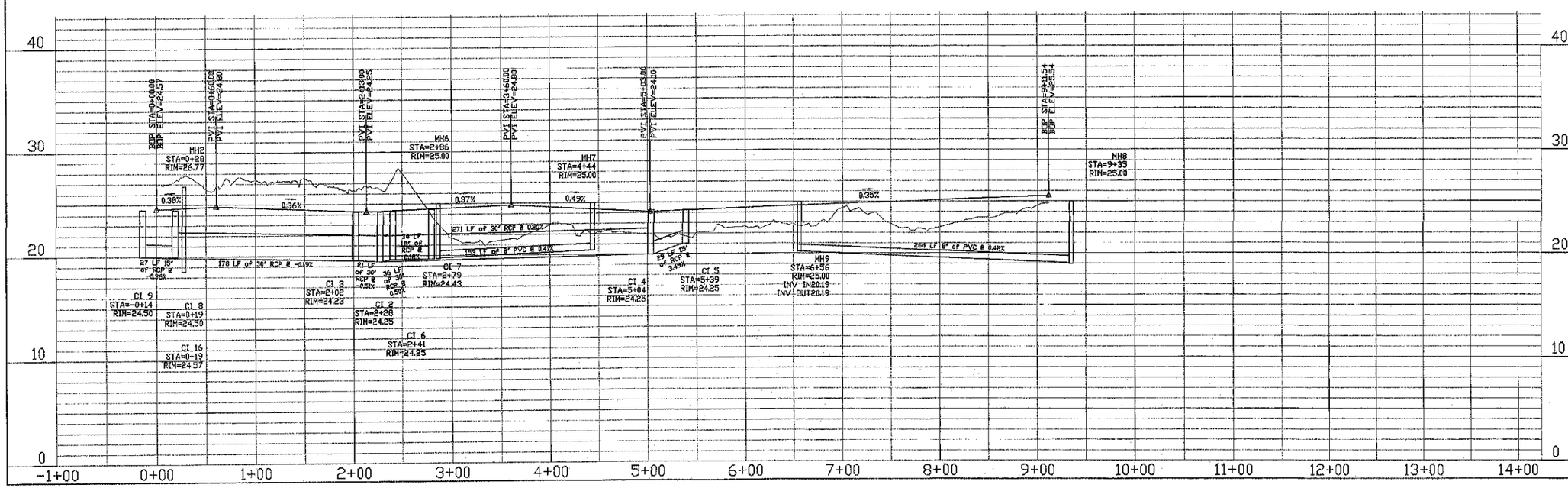
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1547

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 9 OF 15

PROJECT NO. gulfgrove.dwg





REVISED 02/09/23
DRAWN BY dbj, drb
CHECKED drb
DATE 06/16/22

SHEET TITLE **FLOUNDER WAY PLAN/PROFILE**

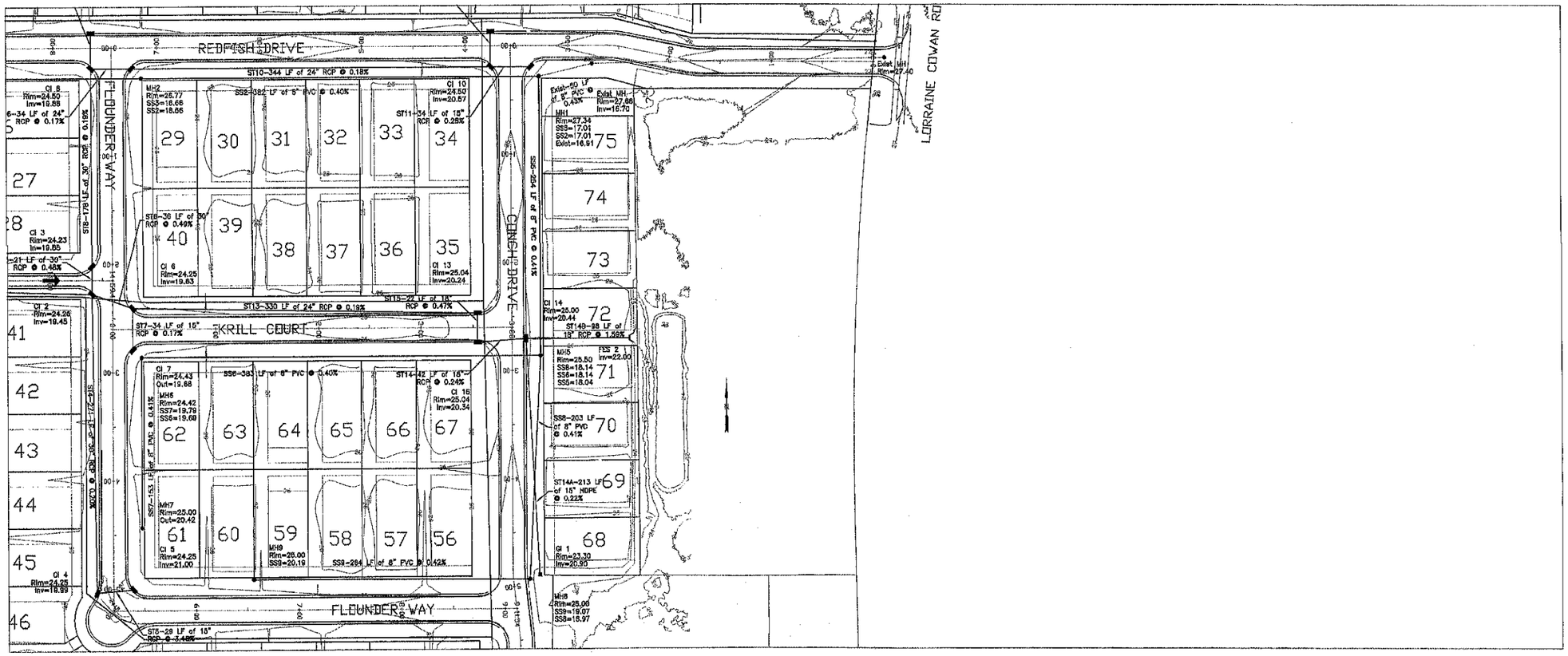
PROJECT NAME **GULF GROVE SUBDIVISION**

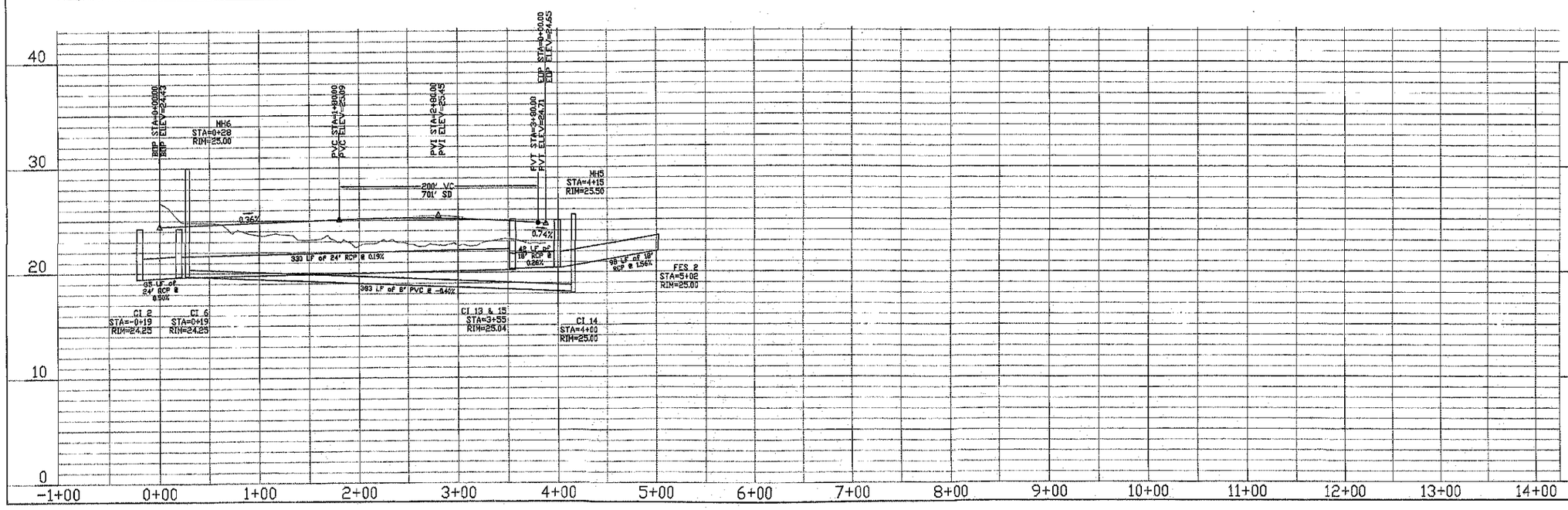
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 10 OF 15

PROJECT NO. gulfgrove.dwg





REVISED

DRAWN BY dbJ, drb

CHECKED drb

DATE 06/18/22

SHEET TITLE **KRILL COURT PLAN/PROFILE**

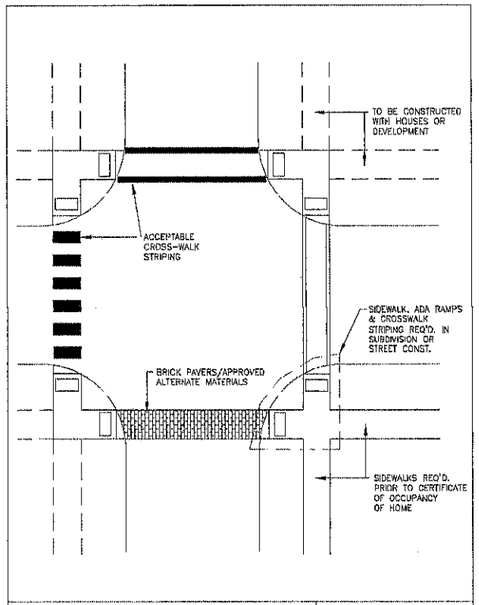
PROJECT NAME **GULF GROVE SUBDIVISION**

1738 1 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 11 OF 15

PROJECT NO. gulfgrove.dwg

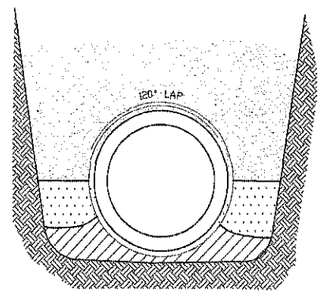


INTERSECTION CROSSWALK & RAMP DETAIL

DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: INTERSECTION.dwg	

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



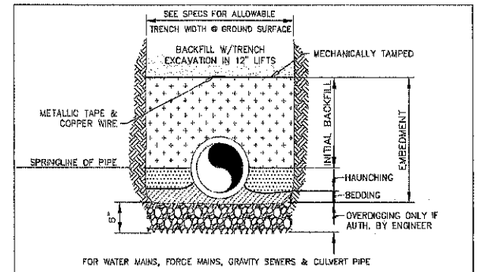
STORM DRAIN PIPE WRAP

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

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

ALL FLEXIBLE PIPE BEDDING MATERIAL SHALL BE EQUAL TO CLASSES 1, 2, OR 3 IN ACCORDANCE WITH ASTM D2321.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 95 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

GENERAL NOTES:

1.) CONTRACTOR IS RESPONSIBLE FOR MAKING APPLICATION AND PAYING FOR NECESSARY PERMITS.

2.) THE CONTRACTOR IS TO PREVENT THE DESTRUCTION OF ALL SURVEY MONUMENTS, BENCH MARKS, PROPERTY CORNERS, AND ALL OTHER SURVEY POINTS.

3.) ALL BOULDERS, DEBRIS, EXCESS CONSTRUCTION MATERIALS, MATERIALS GENERATED FROM CONSTRUCTION ARE TO BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

4.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO ANY EXCAVATION.

5.) THE STORM DRAINAGE SYSTEM FOR THIS SITE HAS BEEN DESIGNED FOR A 25 YEAR STORM EVENT IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF GULFPORT.

6.) ALL DITCHES SHALL HAVE A MINIMUM SLOPE OF 0.25%.

7.) ALL SUITABLE PIPE BEDDING MATERIAL SHALL BE EQUAL TO CLASSES 1, 2, OR 3 IN ACCORDANCE WITH ASTM D2321.

EARTHWORK

1.) PROTECTION OF WORK: THE CONTRACTOR IS TO BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN OFF FROM DAMAGING THE WORK.

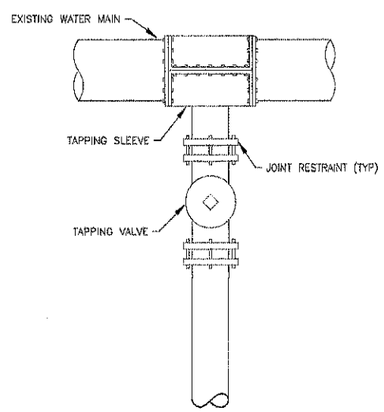
2.) CONTRACTOR SHALL BE REQUIRED TO INSTALL SILT FENCES, HAY BALES, ETC., TO PREVENT EROSION OF DISTURBED EARTH AND FILL AREAS. SILT FENCES SHALL BE REQUIRED, IF NECESSARY, TO PREVENT LOOSE DIRT FROM WASHING ONTO STREETS AND ADJACENT PROPERTY. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL UNTIL FINAL INSPECTION.

PAVEMENT CONSTRUCTION

1.) THE SITE SHALL BE CLEARED AND ALL UNSUITABLE MATERIAL REMOVED PRIOR TO PLACING AND COMPACTING EMBANKMENTS.

2.) ALL EXCESS SOILS SHALL BE DISTRIBUTED EVENLY ON ADJACENT LOTS BY THE CONTRACTOR.

3.) NO PASSING SIGNS OR DOUBLE CENTERLINE STRIPING REQUIRED THROUGHOUT

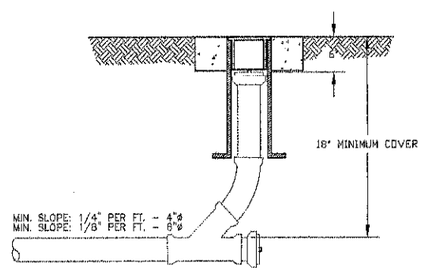


TAPPING VALVE & SLEEVE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02682	
DR. BY:	FILE: TAPVALVE	

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

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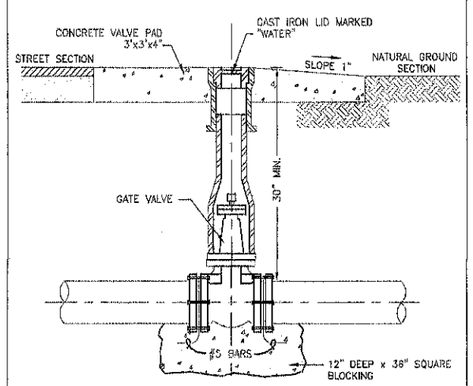
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL GATE VALVE ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02683	
DR. BY:	FILE: GATEVALVE	

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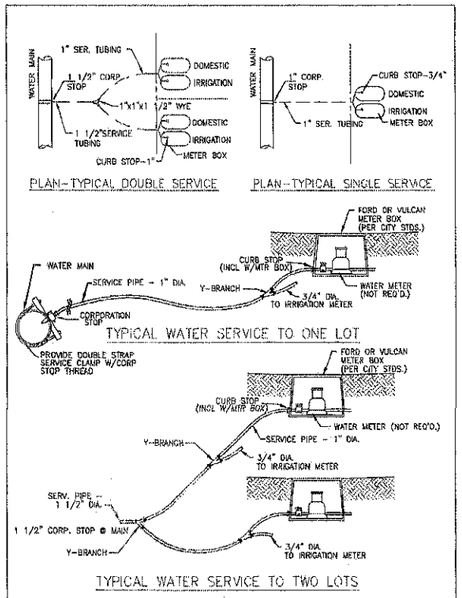
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL WATER SERVICES

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02681	
DR. BY:	FILE: WTRSRV	

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

REVISED
DRAWN BY: dbj, drb
CHECKED: drb
DATE: 06/18/22

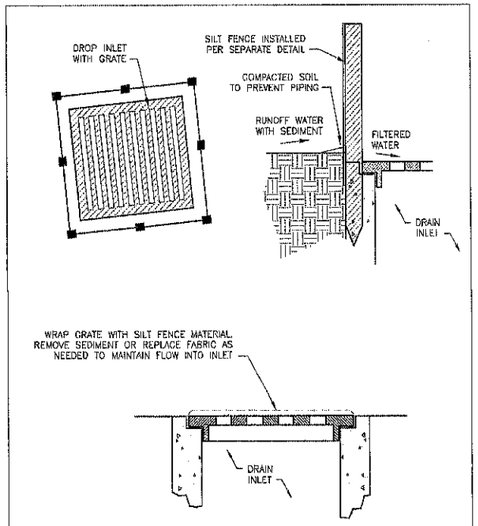
SHEET TITLE: CONSTRUCTION DETAILS

PROJECT NAME: GULF GROVE SUBDIVISION

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 397-1647

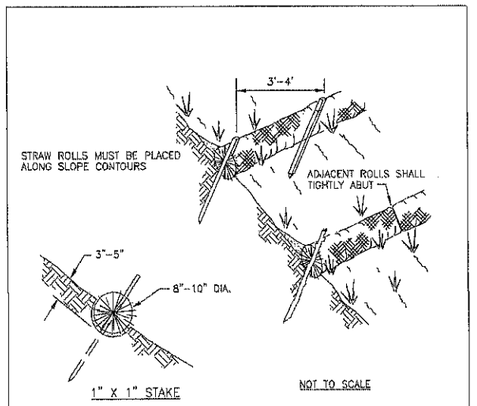
SHEET 12 OF 15

PROJECT NO. gulfgrove.dwg



STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		

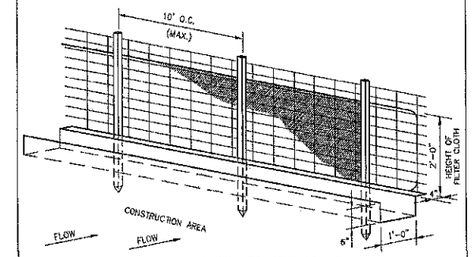
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



NOTE:
1. 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.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



CONSTRUCTION SPECIFICATIONS

INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. 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 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 8-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

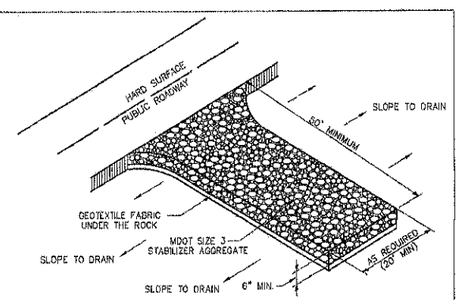
MAINTENANCE:
1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN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

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

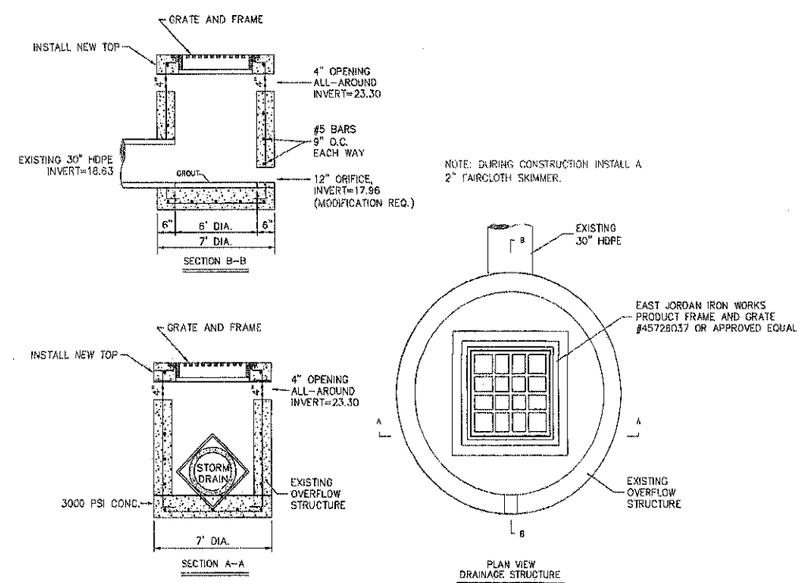
NOTES:

1. 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.
2. 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.
3. 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.
4. 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.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.



LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTR.dwg	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



DETENTION POND CONTROLLED OUTLET
N.T.S.

REVISED
DRAWN BY: dbb, eb
CHECKED: drb
DATE: 06/16/22

SHEET TITLE: CONSTRUCTION DETAILS

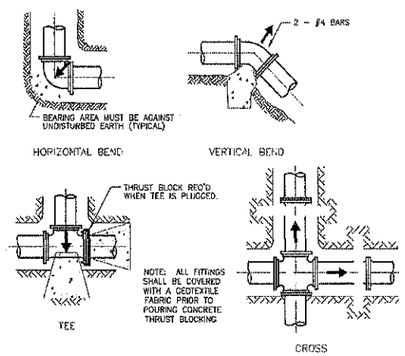
PROJECT NAME: GULF GROVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1847

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 13 OF 15

PROJECT NO. gulfgrove.dwg



BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

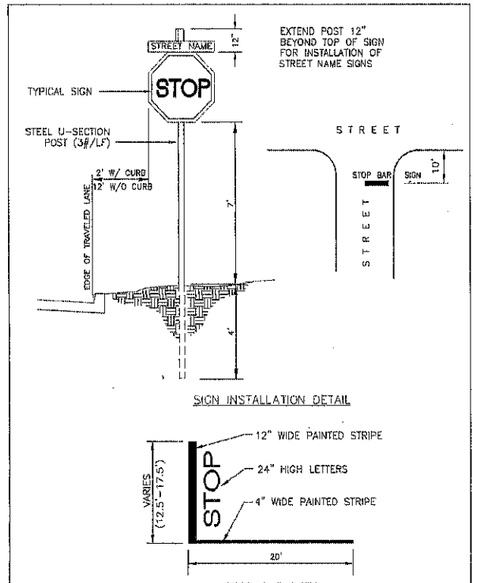
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02686	
DR. BY:	FILE: BLOCKING	

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
TEL 228-868-5807 FAX 228-868-5832

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STOP SIGN & BAR DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585	
DR. BY:	FILE: STOPSIGN	

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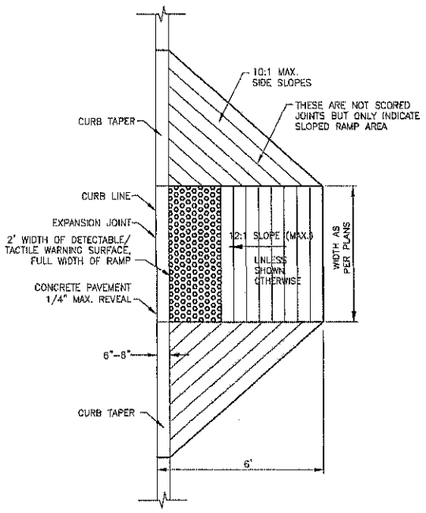
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
TEL 228-868-5807 FAX 228-868-5832

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02502	
DR. BY:	FILE: HCRAMPDOME	

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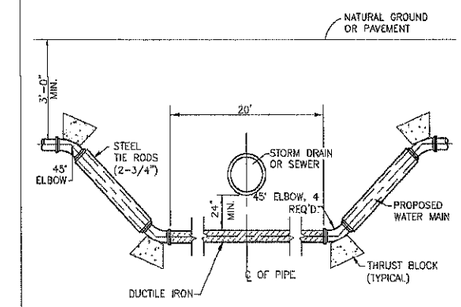
TEL 228-868-5807 FAX 228-868-5832

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

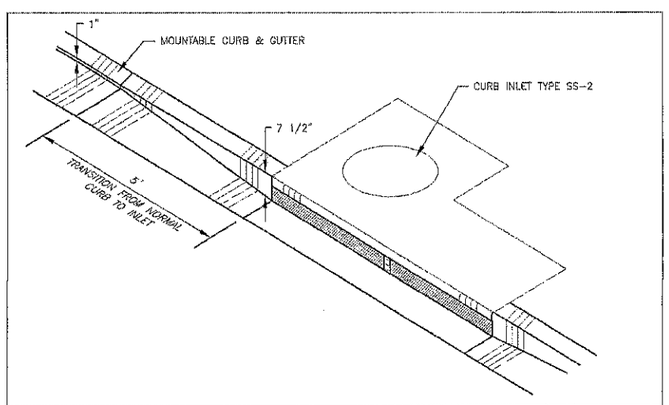


WATER MAIN ADJUSTMENT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02600	
DR. BY:	FILE: WTRADJUST	

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
TEL 228-868-5807 FAX 228-868-5832

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)

DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY: SJ	FILE: MCTHROAT	

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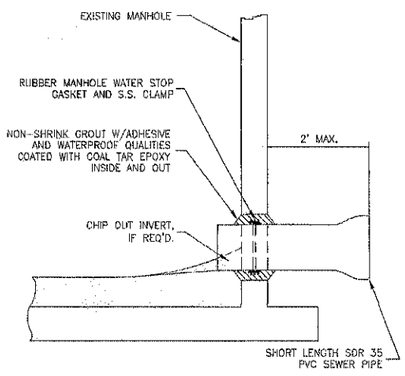
1422 23RD AVENUE, GULFPORT, MS 39501
TEL 228-868-5807 FAX 228-868-5832

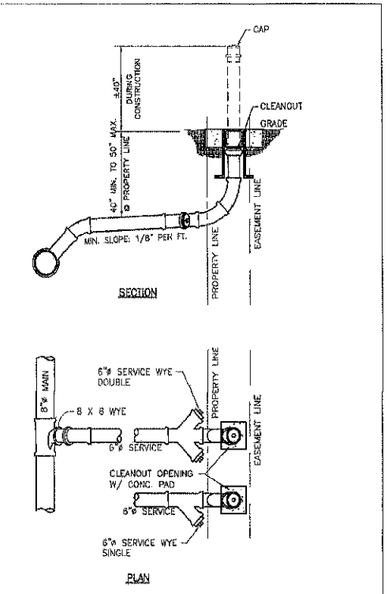
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE: CUT OR NEATLY BREAK HOLE THRU MANHOLE WALL

CONNECT SERVICE TO EXISTING MANHOLE

N.T.S.



TYPICAL SEWER SERVICE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWSERV	

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
1422 23RD AVENUE, GULFPORT, MS 39501
TEL 228-868-5807 FAX 228-868-5832

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

REVISED
DRAWN BY dbj, drb
CHECKED drb
DATE 06/10/22

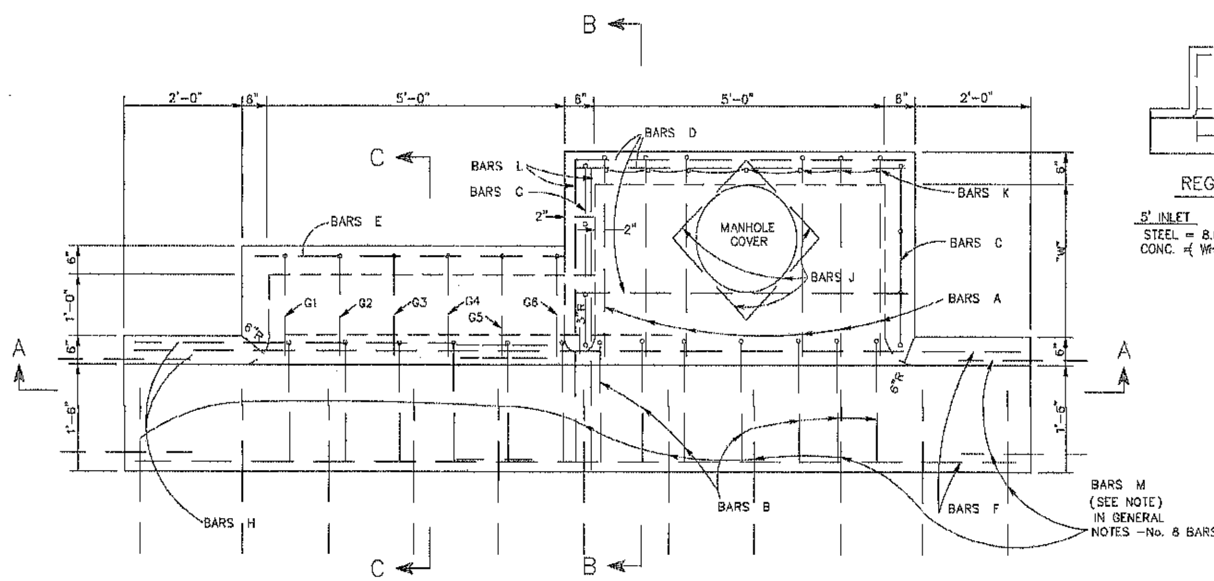
SHEET TITLE
CONSTRUCTION DETAILS

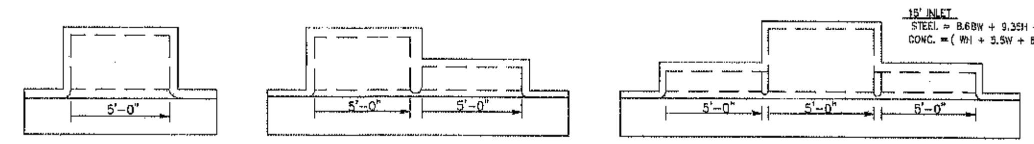
PROJECT NAME
GULF GROVE SUBDIVISION

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1947

SHEET 14 OF 15

PROJECT NO.
gulfgrove.dwg





REGULAR INLET | INLET WITH ONE EXTENSION | INLET WITH TWO EXTENSIONS

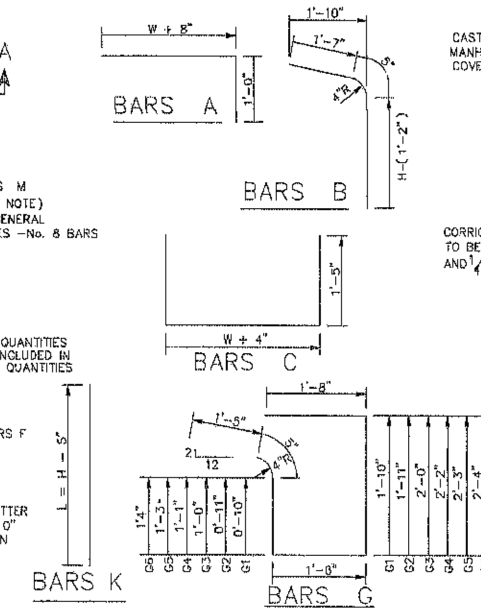
5' INLET
STEEL = 8.68W + 9.35H + 3.79W' + 7.57H' + 121
CONC. =(WH + 5.5W + 6H + 14.611) / 27

10' INLET
STEEL = 8.68W + 9.35H + 3.79W' + 7.57H' + 231
CONC. =(WH + 5.5W + 6H + 38.64) / 27

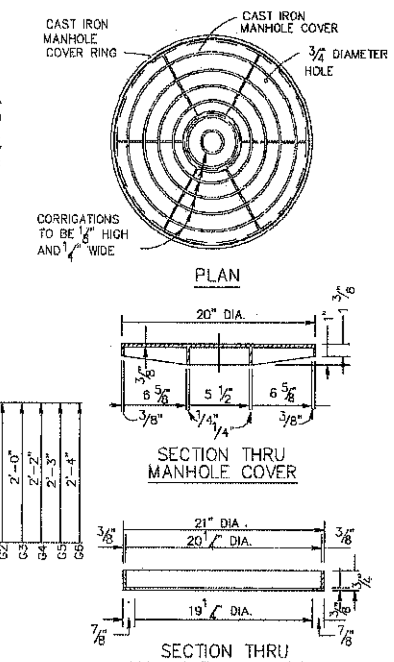
15' INLET
STEEL = 8.68W + 9.35H + 3.79W' + 7.57H' + 341
CONC. =(WH + 5.5W + 6H + 62.671) / 27

NOTE:
1. W AND H ARE EXPRESSED IN FEET AND FRACTIONS OF FEET
2. W' = W ROUNDED TO THE NEAREST WHOLE FOOT.
3. H' = H-1.58 ROUNDED OFF TO THE NEAREST WHOLE FOOT.
4. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS ⚠1



BAR G LENGTHS
G1 = 7'-10"
G2 = 8'-0"
G3 = 8'-2"
G4 = 8'-5"
G5 = 8'-8"
G6 = 8'-10"



21" DIA. OPENING FOR DEWS FOUNDRY CATALOG NUMBER M.S.H.D. SS-2
MANHOLE RING & COVER WEIGHT = 79 LBS.

⚠1 BILL OF REINFORCING STEEL W=2'-6" 1-5'-0" INLET

"H"	BAR A 4'-2" #4 @ 9" NO.	BAR A WT.	BAR C 5'-8" #4 @ 9" NO.	BAR C WT.	BAR D 5'-8" #4 @ 12" NO.	BAR D WT.	BAR F 9'-8" #6 NO.	BAR F WT.	BAR J 2'-3" #4 NO.	BAR J WT.	BAR B #4 @ 9" LGTH.	BAR B NO.	BAR B WT.	BAR K #4 @ 9" † LGTH.	BAR K NO.	BAR K WT.	*TOTAL STEEL LBS.	TOTAL CONC. C.Y.
3'-0"	6	17	7	27	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
3'-6"	6	17	7	27	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-0"	6	17	7	27	12	45	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
4'-6"	6	17	7	27	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-0"	6	17	7	27	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
5'-6"	6	17	7	27	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-0"	6	17	7	27	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
6'-6"	6	17	7	27	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-0"	6	17	7	27	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

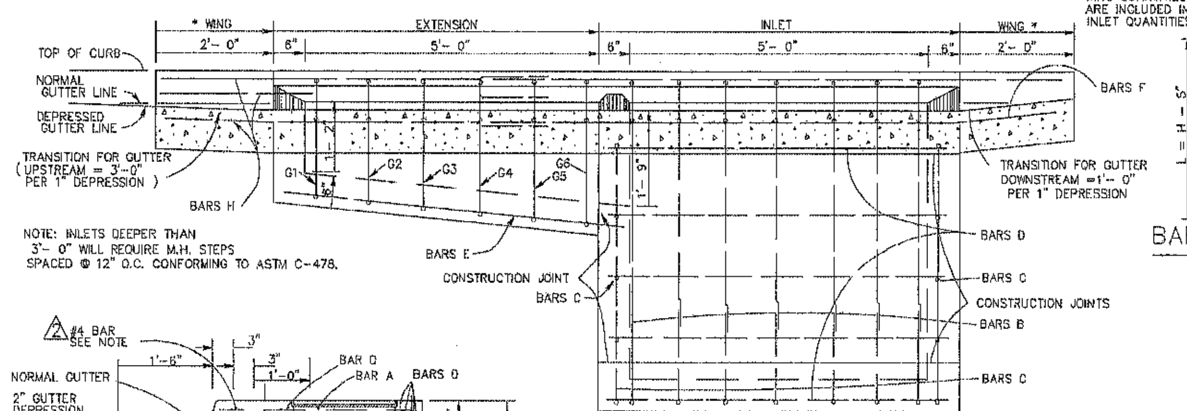
* WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 LBS. OF STEEL FOR BARS M

⚠1 BILL OF REINFORCING STEEL W=3'-0" 1-5'-0" INLET

"H"	BAR A 4'-8" #4 @ 9" NO.	BAR A WT.	BAR C 6'-2" #4 @ 9" NO.	BAR C WT.	BAR D 5'-8" #4 @ 12" NO.	BAR D WT.	BAR F 9'-8" #6 NO.	BAR F WT.	BAR J 2'-3" #4 NO.	BAR J WT.	BAR B #4 @ 9" LGTH.	BAR B NO.	BAR B WT.	BAR K #4 @ 9" LGTH.	BAR K NO.	BAR K WT.	*TOTAL STEEL LBS.	TOTAL CONC. C.Y.
3'-0"	6	19	7	29	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
3'-6"	6	19	7	29	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-0"	6	19	7	29	12	45	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
4'-6"	6	19	7	29	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-0"	6	19	7	29	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
5'-6"	6	19	7	29	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-0"	6	19	7	29	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
6'-6"	6	19	7	29	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-0"	6	19	7	29	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

⚠1 BILL OF REINFORCING STEEL W=3'-6" 1-5'-0" INLET

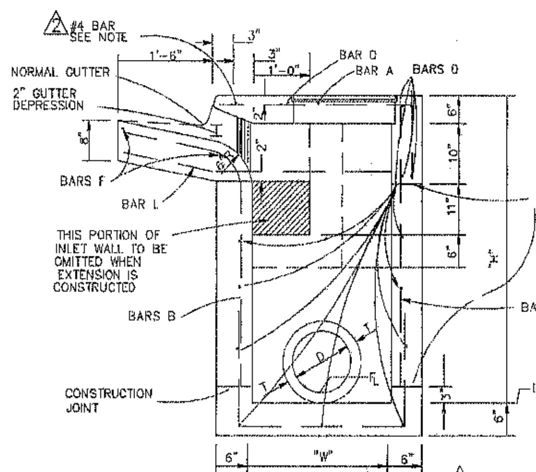
"H"	BAR A 5'-2" #4 @ 9" NO.	BAR A WT.	BAR C 6'-8" #4 @ 9" NO.	BAR C WT.	BAR D 5'-8" #4 @ 12" NO.	BAR D WT.	BAR F 9'-8" #6 NO.	BAR F WT.	BAR J 2'-3" #4 NO.	BAR J WT.	BAR B #4 @ 9" LGTH.	BAR B NO.	BAR B WT.	BAR K #4 @ 9" LGTH.	BAR K NO.	BAR K WT.	*TOTAL STEEL LBS.	TOTAL CONC. C.Y.
3'-0"	6	21	7	31	11	42	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
3'-6"	6	21	7	31	13	49	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-0"	6	21	7	31	13	49	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.68
4'-6"	6	21	7	31	15	57	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-0"	6	21	7	31	15	57	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
5'-6"	6	21	7	31	17	64	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-0"	6	21	7	31	17	64	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
6'-6"	6	21	7	31	19	72	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-0"	6	21	7	31	19	72	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72



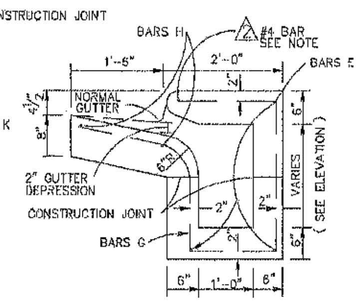
* WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES

NOTE: INLETS DEEPER THAN 3'- 0" WILL REQUIRE M.H. STEPS SPACED @ 12" O.C. CONFORMING TO ASTM C-478.

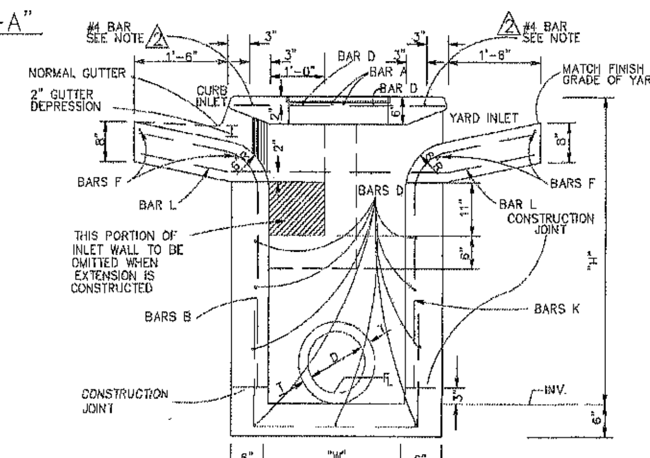
SECTIONAL ELEVATION "A-A"



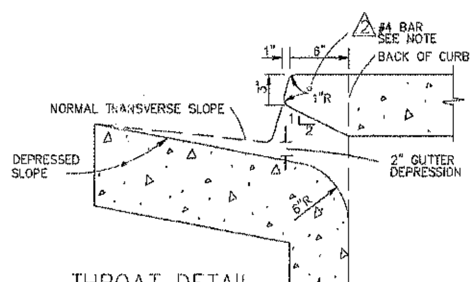
SECTION "B – B" ⚠1



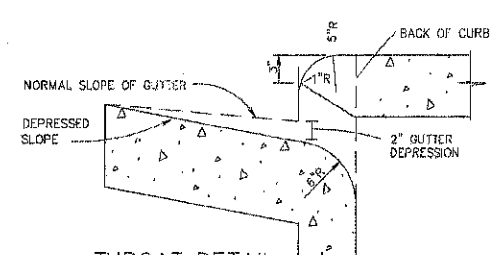
SECTION "C – C"



SECTION "B – B" ⚠1
WITH YARD INLET OPENING
ON SIDE OF BOX AWAY FROM STREET
(TO BE USED IN LOCATIONS
AS INDICATED ON PLANS)



THROAT DETAIL
BARRIER CURB



THROAT DETAIL
ROLLED CURB

⚠1

INCREASE IN C.Y. PER FT. "H"		INCREASE PER FT. "W"	
"W"=	C.Y./FT.H	"H"=	C.Y./FT.W
2'-6"	.315	3'-0"	.315
3'-0"	.333	3'-6"	.333
3'-6"	.352	4'-0"	.352
4'-0"	.371	4'-6"	.370
4'-6"	.389	5'-0"	.389
5'-0"	.408	5'-6"	.408
5'-6"	.426	6'-0"	.426
6'-0"	.445	6'-6"	.445
6'-6"	.463	7'-0"	.463
7'-0"	.481	7'-6"	.482
		8'-0"	.500

QUANTITIES FOR ONE EXTENSION

BAR	SIZE	LENGTH	SPACING	NUMBER	† WEIGHT
E	#4	5'-8"	AS SHOWN	3	11
G	#4	SEE SCHEDULE	11"	8	34
H	#6	6'-9"	AS SHOWN	5	51
L	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION 110 LBS.					
TOTAL CONC. FOR ONE EXTENSION 0.89 C.Y.					

† WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 LBS. OF STEEL FOR BARS M.

- GENERAL NOTES: WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT IS TO BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). NO.8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI STATE HIGHWAY DEPARTMENT SHALL APPLY TO ALL ITEMS ON THIS SHEET.
- THE QUANTITIES SHOWN,MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6" (INCHES). BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHENEVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- NO ADDITIONAL QUANTITIES WILL BE ALLOWED FOR YARD INLET OPENING.

⚠2 The bars in the area of lip of curb inlet were changed from #6 to #4. #6 bars are too large and cause problems. If equipment hits, it tears up the concrete. Also there were originally 3 bars in this spot which proved to be overdesigned.

STORM SEWER STRUCTURE TYPE SS-2

DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02721-D			
DR. BY:	DR. NO.: SS-2			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT

REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 06/16/22

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT NAME
GULF GROVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC.
Consulting Engineers

SHEET 15 of 15
PROJECT NO.
gulfgrove.dwg

e-RECORDED ORIGINAL

1st JUDICIAL DISTRICT
INSTRUMENT 2023-0012703-D-J1
FILED/RECORDED 6/29/2023 8:20:01 AM
TOTAL FEES $26.00
5 PAGES RECORDED

Our File: B230349
Prepared by & Return To: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Index: Pcl in NE1/4 of SW1/4 of Sec. 31, T7S, R10W, Harrison County, MS, 1st JD.]

WARRANTY DEED

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

C & G HOLDINGS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

14397 Creosote Road, Gulfport, MS 39503, 228-669-7071

does hereby sell, convey and warrant unto

GULF GROVE OF GULFPORT LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

14397 Creosote Road, Gulfport, MS 39503, 228-669-7071

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

A PARCEL OF LAND SITUATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF PARCEL NUMBER 1 PER INSTRUMENT # 2006-6616-D-J1 RECORDED JULY 27, 2006, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE PRESENT WESTERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH 36 DEGREES 50 MINUTES 22 SECONDS EAST 29.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 115.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST; THENCE 385.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 54 MINUTES 44 SECONDS WITH A CHORD THAT BEARS NORTH 2 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 385.24 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 25 SECONDS WEST A DISTANCE OF 232.23 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 428.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 22.58 FEET; THENCE

NORTH 89 DEGREES 26 MINUTES 02 SECONDS WEST A DISTANCE OF 86.44 FEET, THENCE SOUTH 00 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 160.98 FEET, more or less, TO THE NORTHERLY MARGIN OF 5TH STREET, WIDTH VARIES, THENCE ALONG SAID NORTHERLY MARGIN, NORTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 65.11 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 295.30 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 187.96 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 417.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS WEST A DISTANCE OF 417.67 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 357.95 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST A DISTANCE OF 1,110.75 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST A DSITANCE OF 179.64 FEET; THENCE SOUTH 05 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENT CURVATURE; A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 18 MINTUES 03 SECONDS WEST; THENCE 9.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 35 SECONDS, WITH A CHORD THAT BEARS SOUTH 06 DEGREES 36 MINUTES 09 SECONDS WEST A DISTANCE OF 9.41 FEET TO THE TRUE POINT OF BEGINNING

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, C & G Holdings, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officers, after having first been duly authorized to do so, on this the 28th day of June, 2023.

C & G Holdings, LLC, a Mississippi Limited Liability Company

BY: _____

Charles M. Gant, Member

BY: _____

Wynn E. Clark, Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Charles M. Gant and Wynn E. Clark, who acknowledged that they are Members of C & G Holdings, LLC, a Mississippi Limited Liability Company, and as its act and deed, they signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

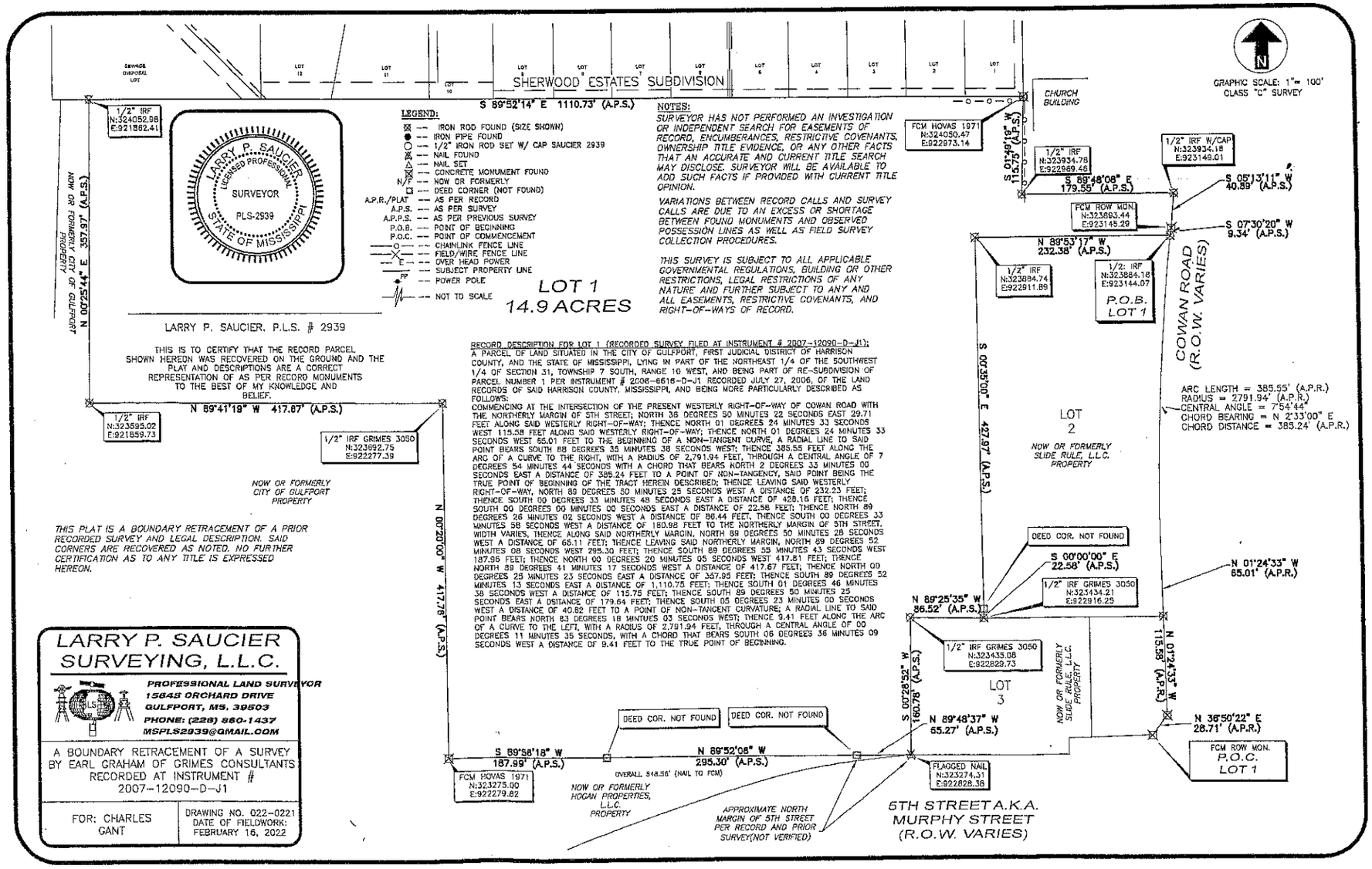
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of June, 2023.

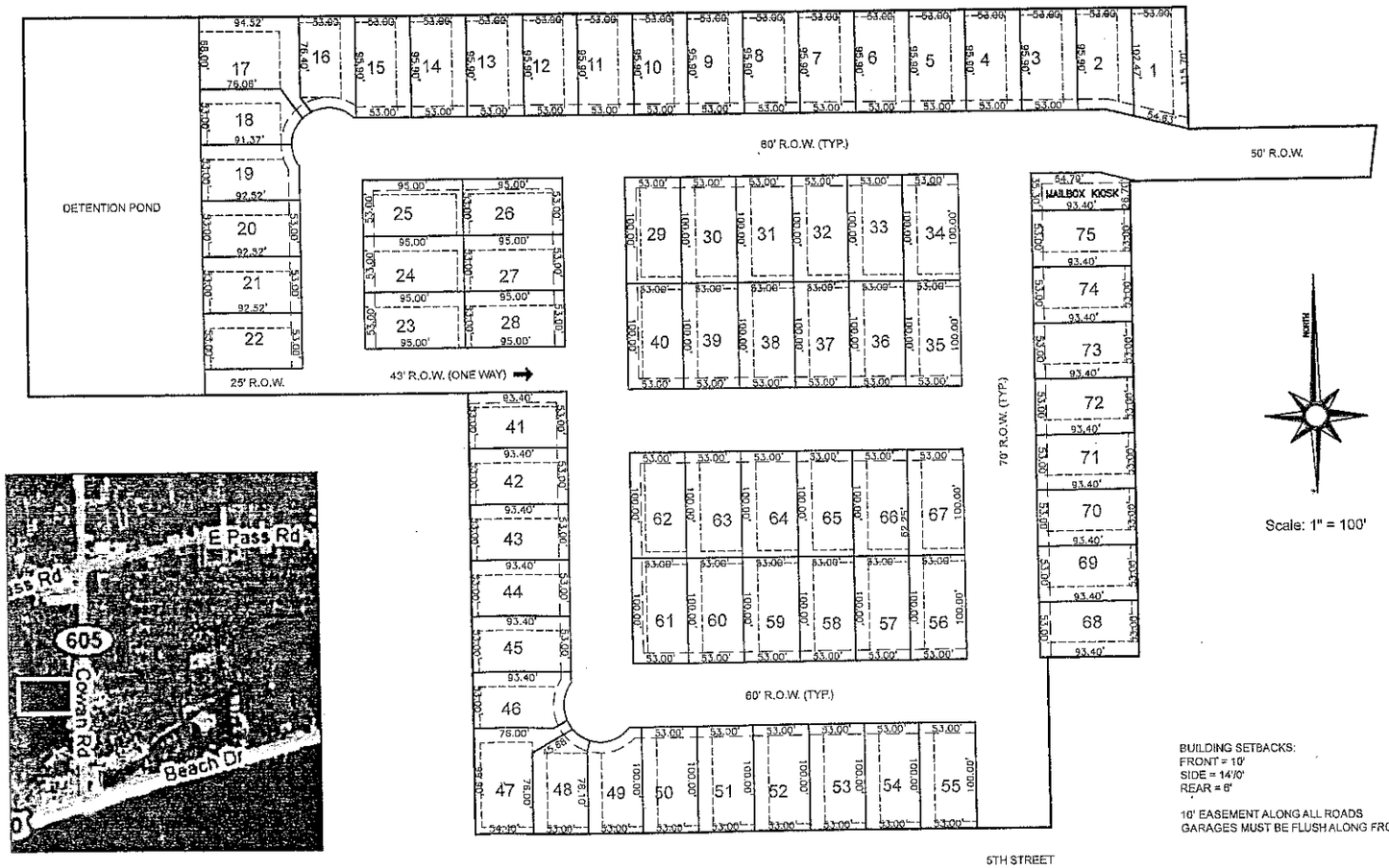
Cynthia D Cuevas

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 4831 CYNTHIA D. CUEVAS Commission Expires June 22, 2026 HARRISON COUNTY


SHERWOOD ESTATES SUBDIVISION
SEWAGE DISPOSAL LOT
LOT 13
LOT 11
LOT 10
LOT 8
LOT 7
LOT 6
LOT 4
LOT 3
LOT 2
LOT 1
S 89°52'14" E 1110.73' (A.P.S.)
CHURCH BUILDING
GRAPHIC SCALE: 1"= 100'
CLASS "C" SURVEY
1/2" IRF N:324052.98 E:921862.41
LARRY P. SAUCIER LICENSED PROFESSIONAL SURVEYOR PLS-2939 STATE OF MISSISSIPPI
LEGEND:
IRON ROD FOUND (SIZE SHOWN)
IRON PIPE FOUND
1/2" IRON ROD SET W/ CAP SAUCIER 2939
NAIL FOUND
NAIL SET
CONCRETE MONUMENT FOUND
N/F -- NOW OR FORMERLY
DEED CORNER (NOT FOUND)
A.P.R./PLAT -- AS PER RECORD
A.P.S. -- AS PER SURVEY
A.P.P.S. -- AS PER PREVIOUS SURVEY
P.O.B. -- POINT OF BEGINNING
P.O.C. -- POINT OF COMMENCEMENT
CHAINLINK FENCE LINE
FIELD/WIRE FENCE LINE
OVER HEAD POWER
SUBJECT PROPERTY LINE
POWER POLE
NOT TO SCALE
NOTES:
SURVEYOR HAS NOT PERFORMED AN INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBERANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. SURVEYOR WILL BE AVAILABLE TO ADD SUCH FACTS IF PROVIDED WITH CURRENT TITLE OPINION.
VARIATIONS BETWEEN RECORD CALLS AND SURVEY CALLS ARE DUE TO AN EXCESS OR SHORTAGE BETWEEN FOUND MONUMENTS AND OBSERVED POSSESSION LINES AS WELL AS FIELD SURVEY COLLECTION PROCEDURES.
THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHT-OF-WAYS OF RECORD.
LOT 1
14.9 ACRES
FCM HOVAS 1971 N:324050.47 E:922973.14
S 01°49'18" W 115.75' (A.P.S.)
1/2" IRF N:323934.78 E:922969.46
S 89°48'08" E 179.55' (A.P.S.)
1/2" IRF W/CAP N:323934.18 E:923149.01
S 05°13'11" W 40.89' (A.P.S.)
FCM ROW MON. N:323893.44 E:923145.29
S 07°30'20" W 9.34' (A.P.S.)
N 89°53'17" W 232.38' (A.P.S.)
1/2" IRF N:323884.74 E:922911.89
1/2: IRF N:323884.18 E:923144.07
P.O.B. LOT 1
COWAN ROAD (R.O.W. VARIES)
NOW OR FORMERLY CITY OF GULFPORT PROPERTY
N 00°52'14" E 357.97' (A.P.S.)
LARRY P. SAUCIER. P.L.S. # 2939
THIS IS TO CERTIFY THAT THE RECORD PARCEL SHOWN HEREON WAS RECOVERED ON THE GROUND AND THE PLAT AND DESCRIPTIONS ARE A CORRECT REPRESENTATION OF AS PER RECORD MONUMENTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.
N 89°41'19" W 417.87' (A.P.S.)
1/2" IRF N:323695.02 E:921859.73
1/2" IRF GRIMES 3050 N:323692.75 E:922277.39
NOW OR FORMERLY CITY OF GULFPORT PROPERTY
RECORD DESCRIPTION FOR LOT 1 (RECORDED SURVEY FILED AT INSTRUMENT # 2007-12090-D-J1):
A PARCEL OF LAND SITUATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF PARCEL NUMBER 1 PER INSTRUMENT # 2006-6618-D-J1 RECORDED JULY 27, 2006, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE PRESENT WESTERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH 36 DEGREES 50 MINUTES 22 SECONDS EAST 29.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 115.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 85.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST; THENCE 385.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 54 MINUTES 44 SECONDS WITH A CHORD THAT BEARS NORTH 2 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 385.24 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 25 SECONDS WEST A DISTANCE OF 232.23 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 428.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 22.58 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 02 SECONDS WEST A DISTANCE OF 86.44 FEET, THENCE SOUTH 00 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 180.98 FEET TO THE NORTHERLY MARGIN OF 5TH STREET, WIDTH VARIES, THENCE ALONG SAID NORTHERLY MARGIN, NORTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 65.11 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 295.30 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 187.99 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 417.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS WEST A DISTANCE OF 417.67 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 357.95 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST A DISTANCE OF 1,110.75 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST A DISTANCE OF 179.64 FEET; THENCE SOUTH 05 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENT CURVATURE; A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 18 MINTUES 03 SECONDS WEST; THENCE 9.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 35 SECONDS, WITH A CHORD THAT BEARS SOUTH 08 DEGREES 36 MINUTES 09 SECONDS WEST A DISTANCE OF 9.41 FEET TO THE TRUE POINT OF BEGINNING.
S 00°35'00" E 427.97' (A.P.S.)
LOT 2
NOW OR FORMERLY SLIDE RULE, L.L.C. PROPERTY
ARC LENGTH = 385.55' (A.P.R.)
RADIUS = 2791.94' (A.P.R.)
CENTRAL ANGLE = 7°54'44"
CHORD BEARING = N 2°33'00" E
CHORD DISTANCE = 385.24' (A.P.R.)
N 00°20'00" W 417.78' (A.P.S.)
THIS PLAT IS A BOUNDARY RETRACEMENT OF A PRIOR RECORDED SURVEY AND LEGAL DESCRIPTION. SAID CORNERS ARE RECOVERED AS NOTED. NO FURTHER CERTIFICATION AS TO ANY TITLE IS EXPRESSED HEREON.
DEED COR. NOT FOUND
S 00°00'00" E 22.58' (A.P.S.)
1/2" IRF GRIMES 3050 N:323434.21 E:922916.25
N 01°24'33" W 85.01' (A.P.R.)
N 89°25'35" W 86.52' (A.P.S.)
1/2" IRF GRIMES 3050 N:323435.08 E:922829.73
LOT 3
NOW OR FORMERLY SLIDE RULE, L.L.C. PROPERTY
S 00°28'52" W 160.78' (A.P.S.)
N 01°24'33" W 115.58' (A.P.R.)
N 89°48'37" W 65.27' (A.P.S.)
N 36°50'22" E 28.71' (A.P.R.)
FCM ROW MON. P.O.C. LOT 1
DEED COR. NOT FOUND
DEED COR. NOT FOUND
S 89°58'18" W 187.99' (A.P.S.)
N 89°52'08" W 295.30' (A.P.S.)
OVERALL 548.56' (NAIL TO FCM)
FCM HOVAS 1971 N:323275.00 E:922279.82
NOW OR FORMERLY HOGAN PROPERTIES, L.L.C. PROPERTY
FLAGGED NAIL N:323274.31 E:922828.36
APPROXIMATE NORTH MARGIN OF 5TH STREET PER RECORD AND PRIOR SURVEY(NOT VERIFIED)
5TH STREET A.K.A. MURPHY STREET (R.O.W. VARIES)
LARRY P. SAUCIER SURVEYING, L.L.C.
PROFESSIONAL LAND SURVEYOR
15645 ORCHARD DRIVE
GULFPORT, MS, 39503
PHONE: (228) 860-1437
MSPLS2939@GMAIL.COM
A BOUNDARY RETRACEMENT OF A SURVEY BY EARL GRAHAM OF GRIMES CONSULTANTS RECORDED AT INSTRUMENT # 2007-12090-D-J1
FOR: CHARLES GANT
DRAWING NO. 022-0221
DATE OF FIELDWORK: FEBRUARY 16, 2022



VICINITY MAP

REVISED 04/07/22
DRAWN BY DBJ
CHECKED DRB
DATE 03/31/22

SHEET TITLE **SKETCH PLAT**

PROJECT NAME **LORRAINE COWAN ZERO LOT SUBDIVISION**

17361 S Carr Bridge Rd
Biloxi, MS 39532
(228) 297-1647

DANIEL R. BOUDREAUX, JR., P.E., INC. Consulting Engineers

SHEET 1 of 1

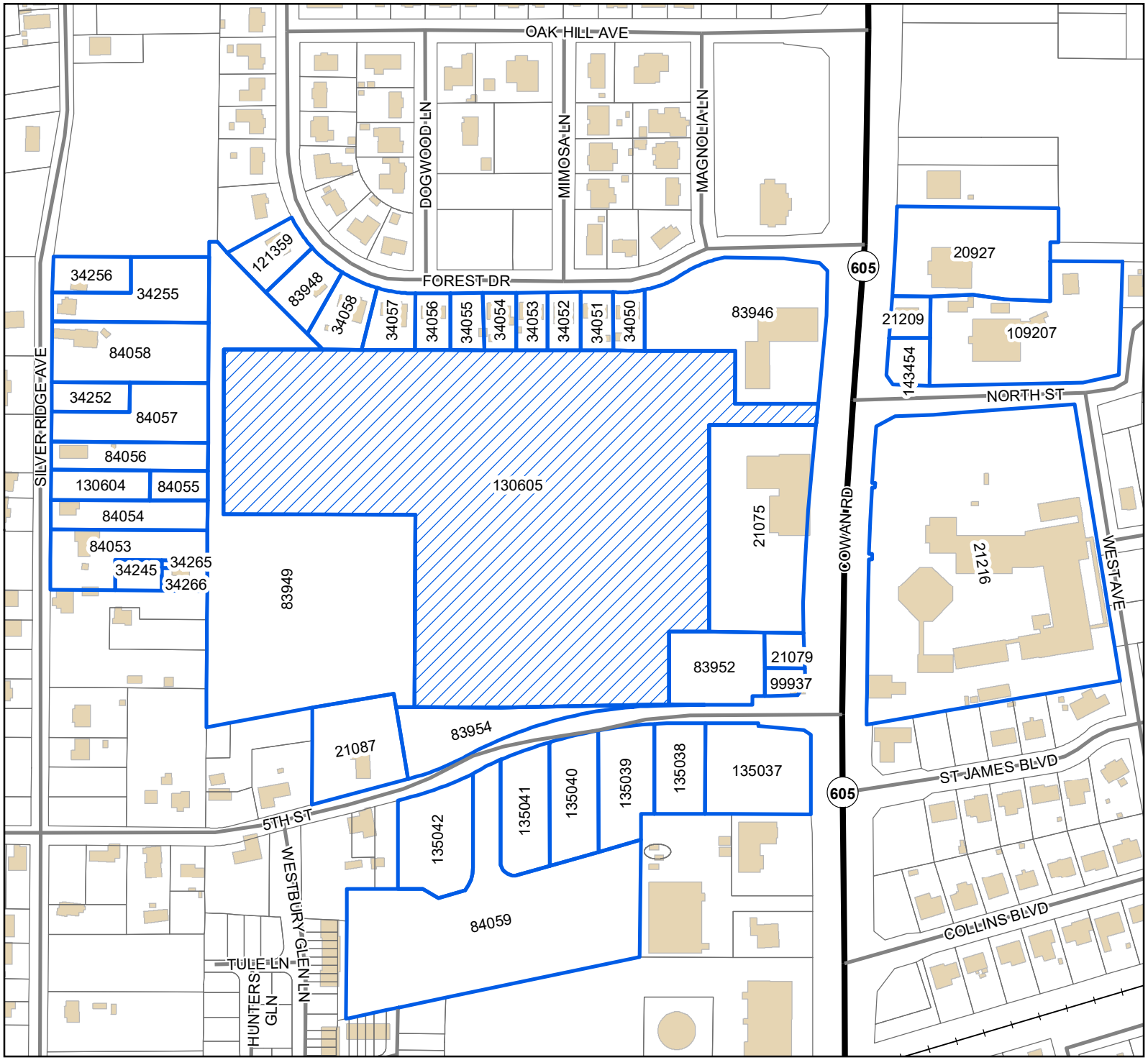
PROJECT NO. cowan.dwg

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010M-01-013.001	GULF GROVE OF GULFPORT LLC (OWNER)	14397 CREOSOTE ROAD	GULFPORT	MS	39503
			Adjacent Property Owners (2406PC081)				
	34057	1010M-01-009.000	ROBINSON CAROLYN B -ESTATE-	CO/KENNETH ROBINSON	MARIETTA	GA	30064
	21087	1010M-01-018.000	RETTIG JOHN C JR & BETSY C	23416 S PINECREST RD	SAUCIER	MS	39574
	130605	1010M-01-013.001	GRS BACARO CORP	P O BOX 847	CARLSBAD	CA	39503
	34050	1010M-01-002.000	CARR LATOYA	1317 FORREST DR	GULFPORT	MS	39507
	34052	1010M-01-004.000	ZANDERS KATHERINE A/K/A	1313 FOREST DR	GULFPORT	MS	39507
	34053	1010M-01-005.000	BOSS RUBY	1311 FOREST DR	GULFPORT	MS	39507
	21079	1010M-01-014.000	SLIDE RULE LLC	139 BAYOU CIR	GULFPORT	MS	39507
N	83949	1010M-01-012.000	GULFPORT CITY OF				0
	34055	1010M-01-007.000	DAUGHERTY ANNA LEE STRONG	1307 FOREST DR	GULFPORT	MS	39501
	34056	1010M-01-008.000	WELCH ROBERT J & MINNIE H	1305 FOREST DR	GULFPORT	MS	39507
	84058	1010M-01-034.000	JOHNSON SAMUEL L	486 SILVER RIDGE AVE	GULFPORT	MS	39507
	34252	1010M-01-033.000	ROBERTS BILLY C & CHRISTINE D	P O BOX 7104	GULFPORT	MS	39506
	21216	1010N-05-083.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	84053	1010M-01-027.000	WILLIAMS SANDRA ANN -L/E-	448 SILVER RIDGE AVE	GULFPORT	MS	39507
	20927	1010K-04-018.000	VESCOVO ROBERT E SR & JO ELLA	117 DEER MEADOWS CT	BALLWIN	MO	63011
	34255	1010M-01-035.000	JAIMOE	495 SILVER RIDGE	GULFPORT	MS	39501
	109207	1010N-05-079.001	DE L'EPEE DEAF CENTER INC	1790 POPPS FERRY RD	BILOXI	MS	39532
	34058	1010M-01-010.000	SMITH MONIQUE & FREDERICK	1301 FOREST DR	GULFPORT	MS	39507
	143454	1010N-05-081.001	HURLBERT DIANNE & JOANNE LANGSTON	2187 COLLINS BLVD	GULFPORT	MS	39506
N	84057	1010M-01-032.000	ROBERTS BILLY C & CHRISTINE D	P O BOX 7104	GULFPORT	MS	39506
	84054	1010M-01-028.000	HANDY MINNIE CRAIN -ESTATE-	452 SILVER RIDGE AVENUE	GULFPORT	MS	39507
	34054	1010M-01-006.000	PRIMUS SARAH E	1309 FOREST DR	GULFPORT	MS	39502
	84055	1010M-01-029.000	LADNER PENNY	15179 MALLENGER ST	GULFPORT	MS	39503
	83954	1010M-01-016.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	34051	1010M-01-003.000	LOMBARD DIONNE	1315 FOREST DRIVE	GULFPORT	MS	39503
	34245	1010M-01-024.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
N	34265	1010M-01-026.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	99937	1010M-01-014.001	THOMAS JACK LEE & JACK DELL	944 CLEVELAND AVE	GULFPORT	MS	39507
	34256	1010M-01-036.000	JOHNSON HELEN L ETAL	495 SILVER RIDGE AVE	GULFPORT	MS	39507
	83946	1010M-01-001.000	COWAN ROAD BAPTIST CHURCH OF GPT	P O BOX 7195	GULFPORT	MS	39506
	84056	1010M-01-031.000	SMITH FRANK & CARLA MICHELLE ETAL	464 SILVER RIDGE AVENUE	GULFPORT	MS	39507
	83948	1010M-01-011.000	BROOKS KATHERINE J	535 FOREST DR	GULFPORT	MS	39507
	121359	1010L-03-060.000	WILLIAMS BRENDA M	527 FOREST DR	GULFPORT	MS	39507
	21075	1010M-01-013.000	SLIDE RULE LLC	1049 5TH STREET	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	83952	1010M-01-015.000	SLIDE RULE LLC	1049 5TH STREET	GULFPORT	MS	39507
	130604	1010M-01-029.001	DYNASTY ENTERPRISES & LADNER PENNY	2510 - HWY 53	PERKINSTON	MS	39573
N	135040	1010M-02-001.004	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135039	1010M-02-001.003	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135038	1010M-02-001.002	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135037	1010M-02-001.001	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	84059	1010M-02-001.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135042	1010M-02-001.006	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135041	1010M-02-001.005	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	21209	1010N-05-081.000	HURLBERT DIANNE & JOANNE LANGSTON	2187 COLLINS BLVD	GULFPORT	MS	39506
	34266	1010M-01-025.000	BARRON CHRIS & DETELLA	116 ALLEN HOLMES RD	BRAXTON	MS	39044

2406PC081

General Plan



Legend

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

0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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

RE: General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2 To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 23, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, May 23, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: **General Plan 2406PC082:**

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

Technical Report

General Plan
(Cowan Townhomes)

GENERAL INFORMATION

Case File Number: 2406PC082

Hearing Date: May 23, 2024

Current Zoning/Use: T4+, T4L & T3 / Vacant Property

Legal: General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 46-lot townhome with 4 outparcels 7.47-acres residential subdivision, named Cowan Townhomes, tax parcels 1010K-04-021.000, 1010K-04-010.000, and 1010K-04-006.000. This new subdivision is for the future construction of Cowan Townhomes a single-family residential development, zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited") and T3 (Sub-Urban zone). Moreover, the applicant is requesting to rezone all the parcels to T4+ (General Urban Zone "Plus") in Case Number: 2404PC057.

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

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

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. All protected trees are to remain. Those trees are to be protected and preserved per the City Ordinances found in Chapter 8.

4. 2018 International Fire Code (IFC) Section D107 requires secondary access otherwise dwelling units shall be equipped with approved automatic sprinkler systems. Fire sprinklers shall be required (Single-Access).
5. Must identify location of electrical easement. Each townhome will require its own individual water and sewer taps. Water & sewer tap locations must be coordinated with City of Gulfport Public Works. Electrical secondary line location and transformer locations must be coordinated with Coast Electric Power Association and shown on the Utility Plan. Each townhome will require an NFPA 13D fire sprinkler system. (One fire apparatus access road). Site plan must show proposed lot elevations with proposed finished floor elevations. FFE must be 1' or more above the crown of the road. Provide drainage plan for each lot. Provide Large Construction Notice of Intent.
6. Must meet architectural standards.
7. Right-of-ways must be at least 60 ft minimum. Drainage easements must be at least 15 ft wide. Construction plans must be submitted for Engineering review and approval at the time of permitting.
8. Provide plans at time of permitting. Provide 60' right-of-way.

DEPARTMENTAL CONDITIONS

Engineering:	Right-of-ways must be at least 60 ft minimum. Drainage easements must be at least 15 ft wide. Construction plans must be submitted for Engineering review and approval at the time of permitting. Memo dated 5/13/24.
Public Works:	Provide plans at time of permitting. Provide 60' right-of-way. Memo dated 5/12/24.
Traffic and Safety:	No conditions. Memo date 5/2/24.
Building Code Services:	Must identify location of electrical easement. Each townhome will require its own individual water and sewer taps. Water & sewer tap locations must be coordinated with City of Gulfport Public Works. Electrical secondary line location and transformer locations must be coordinated with Coast Electric Power Association and shown on the Utility Plan. Each townhome will require an NFPA 13D fire sprinkler system. (One fire apparatus access road). Site plan must show proposed lot elevations with proposed finished floor elevations. FFE must be 1' or more above the crown of the road. Provide drainage plan for each lot. Provide Large Construction Notice of Intent. Memo dated 5/2/24.
GIS:	No conditions. Memo date 5/8/24.
Police Department:	No comment as of 5/10/24.

Technical Report

General Plan
(Cowan Townhomes)

Fire Department: 2018 International Fire Code (IFC) Section D107 requires secondary access otherwise dwelling units shall be equipped with approved automatic sprinkler systems. Fire sprinklers shall be required (Single-Access). Memo dated 5/3/24.

City Arborist: All protected trees are to remain. Those trees are to be protected and preserved per the City Ordinances found in Chapter 8. Memo dated 5/3/2024.

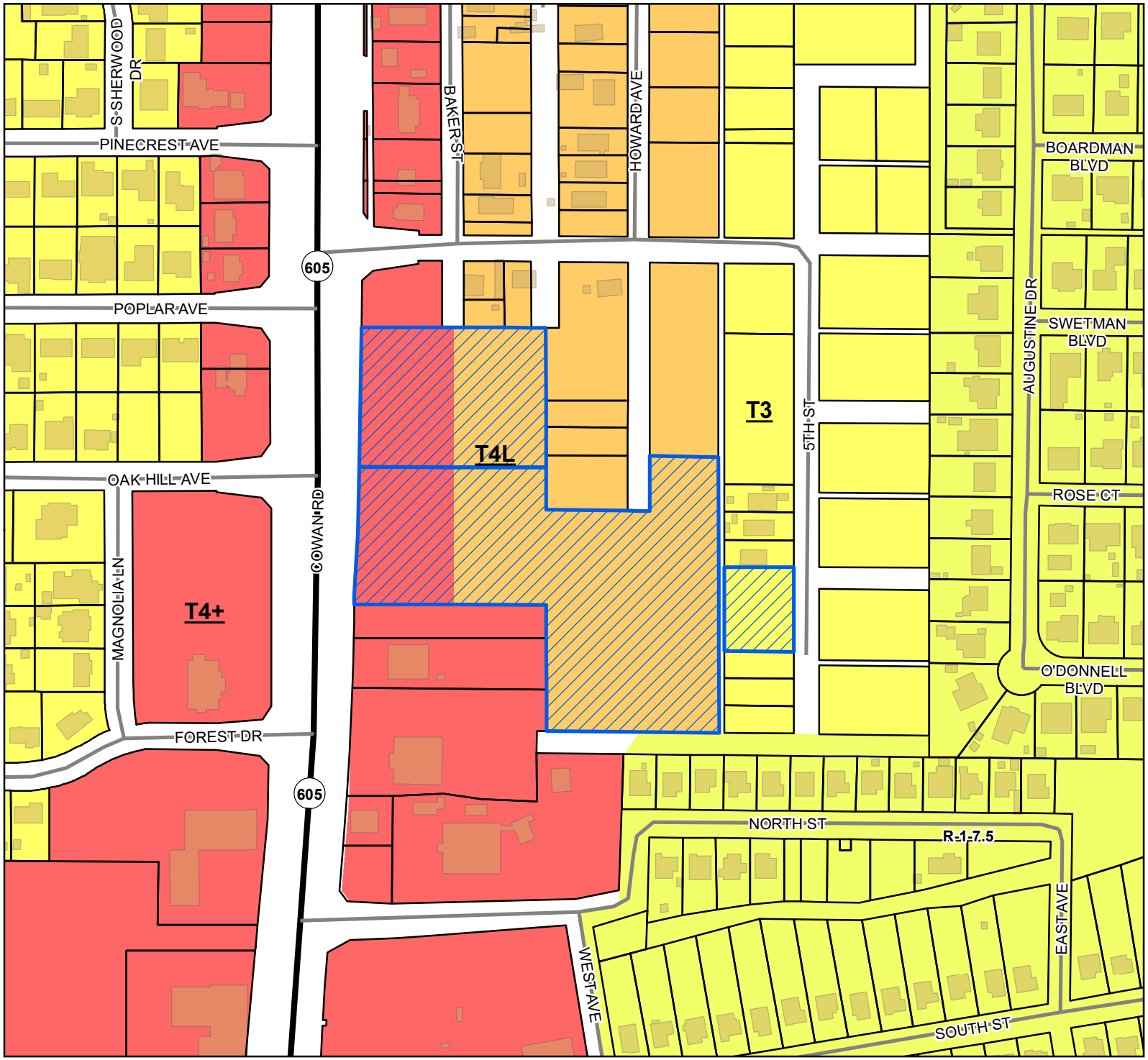
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2406PC082

General Plan



Site
US or State Highway
Street
Parcels
Buildings

Smart Code

T4+
T4L
T3

Zoning

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

Site Information

1010K-04-021.000
1010K-04-010.000
1010K-04-006.000
Zoning: T4+ (General Urban Zone "Plus")
T4L (General Urban Zone "Limited")
T3 (Sub-Urban zone)
Size: 7.47 acres
Flood: X

0 40 80 120
Yards
1 inch = 250 feet

N W E S

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

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR TOWNHOMES

Property Information

For Staff Use Only

Case File #: 2406PC082

Date Received: 5/31/24

Receipt #:

Received By: dd

Zoning: T4+, T4L, T3

Ward: 2 Flood: X

Size: 7.5 acres

(If necessary, use separate sheet of paper)

TAX PARCEL #

1	0	1	0	K	–	0	4	–	0	2	1	●	0	0	0
1	0	1	0	K	–	0	4	–	0	1	0	●	0	0	0
1	0	1	0	K	–	0	4	–	0	0	6	●	0	0	0

Address of Property Involved: 0 Cowan Road

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: East of Cowan Road, West of 5th Street, South of 5th Street, North of North Street

GENERAL DESCRIPTION OF REQUEST:

Taking three existing parcels and subdividing into three large commercial outparcels along Cowan Road and a 46 lot townhome subdivision that includes a 50 foot wide deeded right of way to access Cowan. See attached construction plans.

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
Columbus Management, LLC & Gulf South Capitol Corp	Freddie Fountain w/Fountain & Associates, LLC
Printed Name Of Owner	Printed Name Of Agent
909 Poydras Street, Ste. 1700	13334 Seaway Road, Ste. 202
Mailing Address	Mailing Address
New Orleans LA 70112	Gulfport MS 39503
City State Zip code	City State Zip code
504-584-5000	228-574-3659
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
tperez@canizaro.com	freddie@fountainllc.com
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

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) Columbus Management, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 909 Poydras Street, Ste. 1700 New Orleans, LA 70112

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1010K-04-006.000 & 1010K-04-010.000

SIGNATURE: _____

NAME OF OWNER (PRINT) Gulf South Capital Corp

ADDRESS (STREET, CITY, STATE, ZIP CODE 909 Poydras Street, Ste. 1700 New Orleans, LA 70112

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1010K-04-021.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Columbus Management, LLC
909 Poydras Street, Ste. 1700
New Orleans, LA 70112

April 29, 2024

City of Gulfport
Planning Department
1410 24th Avenue
Gulfport, MS 39501

RE: **Planning Commission and City Council Hearings**
0 Cowan Road
Tax Parcel #: 1010K-04-006.000 & 1010K-04-010.000
Gulfport, MS

To Whom It May Concern:

Please allow this letter to serve as official notice that **Freddie Fountain with Fountain & Associates,** is authorized to act as agent on behalf of **Columbus Management, LLC** in any hearings for Planning Commission and City Council for the above referenced address.

If you have any questions, please call me at 504-584-5000.

Sincerely,

Tricia Perez

Notary

Kristin L. Shaw
COMMISSION EXPIRES
05/14/2028
NOTARY
PUBLIC
ID 89544
HARRISON COUNTY
STATE OF MISSISSIPPI

Gulf South Capitol, LLC
909 Poydras Street, Ste. 1700
New Orleans, LA 70112

April 29, 2024

City of Gulfport
Planning Department
1410 24th Avenue
Gulfport, MS 39501

RE: **Planning Commission and City Council Hearings**
0 Cowan Road
Tax Parcel #: 1010K-04-021.000
Gulfport, MS

To Whom It May Concern:

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If you have any questions, please call me at 504-584-5000.

Sincerely,

Tricia Perez

Notary

Kristin L. Shaw
COMMISSION EXPIRES
05/14/2028
NOTARY
PUBLIC
ID 89544
HARRISON COUNTY
STATE OF MISSISSIPPI

FOUNTAIN & ASSOCIATES

CIVIL AND COMMERCIAL DESIGN

DRAINAGE ANALYSIS FOR:
Cowan Townhomes
Gulfport, MS
4/15/2024
Prepared By: Nick Fountain
Project No. 24-011

T. J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
6005
STATE OF MISSISSIPPI
4/15/24

Rational Method: MDOT Design Manual

PROJECT: **Cowan Townhomes** Date: 15-Apr-24
Proj #: **24-011**

Property : **4.42** Acres Max. Elev. 29.00
Disturbed: **3.500** Acres Min. Elev. 24.00

PREDEVELOPMENT 50 year Storm

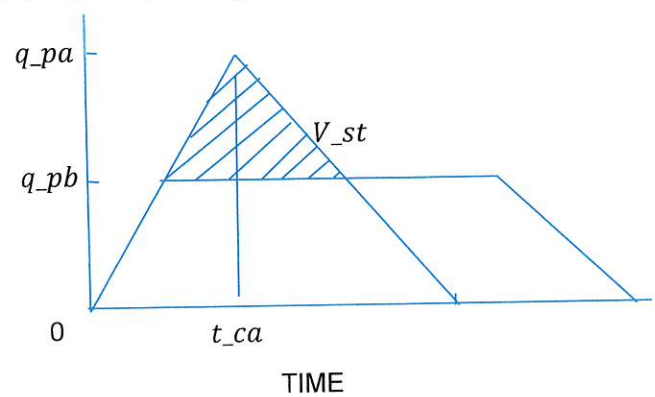
1	C =	0.11	L =	312.94	overland flow length (ft)
	A =	4.420 acres	n =	0.4	Manning roughness coefficient
2	Region 3		I =	14.92	rainfall intensity (in/hr) assume
	See Tc calcs		S =	0.01270	av. slope of length of flow (ft/ft)
3	Tc =	3.37 min.			
4	Q=CIA	7.25 cfs	C =	0.11	Non weighted
			I =	14.92	from above
			A =	4.420	acres

POSTDEVELOPMENT 50 year Storm

1	C (avg) =	0.3700	L =	592.28	overland flow length (ft)
	A =	3.500 acres	n =	0.011	Manning roughness coefficient
2	Region 3		I =	14.4	rainfall intensity (in/hr) assume
	See Tc calcs		S =	0.01260	av. slope of length of flow (ft/ft)
3	Tc =	3.64 min.	0.06 hours		
4	Q=CIA	18.67 cfs	C =	0.3700	Weighted
			I =	14.4	from above
	ΔQ	11.42 cfs	A =	3.500	acres

Detention Calculation: Rational Stormwater Hydrograph

$$V\_st = (0.08264)(Qpa - Qpb)(tca)$$



Q_pa	18.67	Post development runoff discharge (cfs)
t_ca	0.06	Post development time of concentration (hours)
Q_pb	7.25	Outflow peak discharge (cfs)
V_st	**0.057**	Storage volume required (*ac-ft)*
	2494	cf Required
	10636	cf Provided

Project Description: Cowan Townhomes

50-year drainage study

Analysis Options

****

Flow Units ..... cfs

Subbasin Hydrograph Method. Rational

Time of Concentration..... SCS TR-55

Return Period..... 50 years

Starting Date APR-15-2024 00:00:00

Ending Date APR-16-2024 00:00:00

Report Time Step 00:00:10

Subbasin Summary

****

Subbasin	Total Area (acres)
Sub-01	4.42

****

Node ID	Element Type	Invert Elevation (ft)	Maximum Elev (ft)	Ponded Area (ft^2)
OFS	JUNCTION	22.30	26.00	7977.00
Out-02	OUTFALL	26.00	26.00	0.00

****

Runoff Quantity Continuity	Volume acre-ft	Depth inches
Total Precipitation	0.630	0.855
Continuity Error (%)	0.758	

****

Flow Routing Continuity	Volume acre-ft	Volume Mgallons
External Inflow	0.000	0.000
External Outflow	0.152	0.050

****

Runoff Coefficient Computations Report:

Predevelopment

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
Forest, 25 years or greater	4.42	A (2-6%)	0.11

Post-Development

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
Residential, 25 years or greater	3.50	A (2-6%)	0.37

****

SCS TR-55 Time of Concentration Computations Report

Sheet Flow Equation:

Tc = (0.007 * ((n * Lf)^0.8)) / ((P^0.5) * (Sf^0.4))

Where:

Tc = Time of Concentration (hrs)

n = Manning's Roughness

Lf = Flow Length (ft)

P = 2 yr, 24 hr Rainfall (inches)

Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation:

V = 16.1345 * (Sf^0.5) (unpaved surface)

V = 20.3282 * (Sf^0.5) (paved surface)

V = 15.0 * (Sf^0.5) (grassed waterway surface)

V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)

V = 9.0 * (Sf^0.5) (cultivated straight rows surface)

V = 7.0 * (Sf^0.5) (short grass pasture surface)

V = 5.0 * (Sf^0.5) (woodland surface)

V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)

Tc = (Lf / V) / (3600 sec/hr)

Where:

Tc = Time of Concentration (hrs)

Lf = Flow Length (ft)

V = Velocity (ft/sec)

Sf = Slope (ft/ft)

Channel Flow Equation:

V = (1.49 * (R^(2/3)) * (Sf^0.5)) / n

R = Aq / Wp

Tc = (Lf / V) / (3600 sec/hr)

Where:

Tc = Time of Concentration (hrs)

Lf = Flow Length (ft)

R = Hydraulic Radius (ft)

Aq = Flow Area (ft^2)

Wp = Wetted Perimeter (ft)

V = Velocity (ft/sec)

Sf = Slope (ft/ft)

n = Manning's Roughness

Predevelopment

Sheet Flow Computations

	Flowpath A	Flowpath B	Flowpath C
Manning's Roughness:	0.01	0.00	0.00
Flow Length (ft):	300.00	0.00	0.00
Slope (%):	1.27	0.00	0.00
2 yr, 24 hr Rainfall (in):	5.80	5.80	5.80
Velocity (ft/sec):	1.92	0.00	0.00
Computed Flow Time (minutes):	2.60	0.00	0.00

Shallow Concentrated Flow Computations

	Flowpath A	Flowpath B	Flowpath C
Flow Length (ft):	12.94	0.00	0.00
Slope (%):	1.27	0.00	0.00
Surface Type:	Forest	Unpaved	Unpaved
Velocity (ft/sec):	0.28	0.00	0.00
Computed Flow Time (minutes):	0.77	0.00	0.00

Total TOC (minutes): 3.37

Post-Development

Sheet Flow Computations

	Flowpath A	Flowpath B	Flowpath C
Manning's Roughness:	0.01	0.00	0.00
Flow Length (ft):	50.38	0.00	0.00
Slope (%):	2.00	0.00	0.00
2 yr, 24 hr Rainfall (in):	5.80	5.80	5.80
Velocity (ft/sec):	1.61	0.00	0.00
Computed Flow Time (minutes):	0.52	0.00	0.00

Shallow Concentrated Flow Computations

	Flowpath A	Flowpath B	Flowpath C
Flow Length (ft):	214.45	0.00	0.00
Slope (%):	1.26	0.00	0.00
Surface Type:	Paved	Unpaved	Unpaved
Velocity (ft/sec):	2.28	0.00	0.00
Computed Flow Time (minutes):	1.57	0.00	0.00

Channel Flow Computations

	Flowpath A	Flowpath B	Flowpath C
Manning's Roughness:	0.01	0.00	0.00
Flow Length (ft):	327.40	0.00	0.00
Channel Slope (%):	0.25	0.00	0.00
Cross Section Area (ft^2):	1.77	0.00	0.00
Wetted Perimeter (ft):	4.71	0.00	0.00
Velocity (ft/sec):	3.52	0.00	0.00
Computed Flow Time (minutes):	1.55	0.00	0.00

Total TOC (minutes): 3.64

****

Subbasin Runoff Summary

Subbasin ID	Accumulated Precip(in.)	Rainfall Intensity(in/hr.)	Total Runoff(in.)	Peak Runoff(cfs)	C-value
Predevelopment	0.83	14.92	0.09	7.25	0.110
Post-Development	0.88	14.42	0.33	18.67	0.370

Civil Construction Plans
for
COWAN TOWNHOMES

Cowan Road
Gulfport, Mississippi

Client:

Camdav, LLC
13334 Seaway Road Ste. 201
Gulfport, MS 39503

March 26, 2024

SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
LOT & STREET LAYOUT	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
PLAN & PROFILE	PP1
PLAN & PROFILE	PP2
PLAN & PROFILE	PP3
PLAN & PROFILE	PP4
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3

TERRY MORAN ENGINEERING

P.O. BOX 4075
BILOXI, MS 39535

PH 228.896.4733
FAX 228.896.6768

TERRY MORAN, P.E., P.L.S

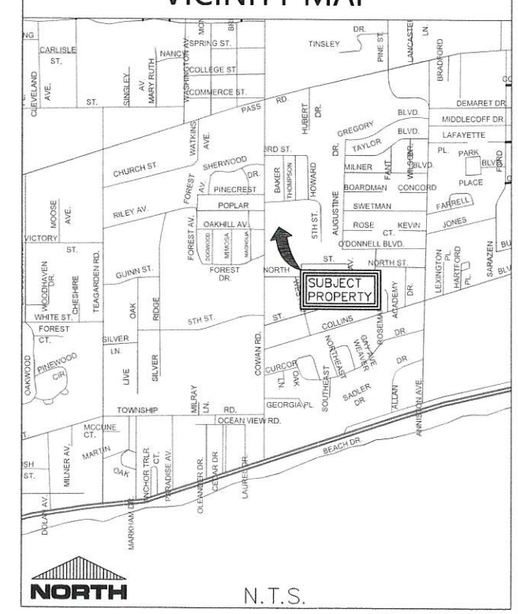
TERRY MORAN, JR. ENGINEER 6005 STATE OF MISSISSIPPI

IN ASSOCIATION WITH

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED.

VICINITY MAP



GENERAL NOTES:

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REGULATIONS AND SPECIFICATIONS OF THE CITY OF GULFPORT.
2. PROPERTY SERVICE CONNECTIONS ARE TO BE 1.00% SLOPE UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHOULD VERIFY EXISTING ELEVATIONS BEFORE CONSTRUCTION AND NOTIFY ENGINEER WITH ANY DISCREPANCIES.
4. ALL PIPE DIAMETERS SHOWN ON THESE PLANS REPRESENT INSIDE DIAMETERS.
5. MANHOLES SHALL BE 4' INSIDE DIAMETER UNLESS OTHERWISE NOTED.
6. FOR LOCATION OF WATERTIGHT AND NON-WATERTIGHT MANHOLES, SEE PLAN AND PROFILE SHEETS.
7. THE CONTRACTOR MUST OBTAIN THE LATEST ISSUES OF THE CITY OF GULFPORT'S ZONING ORDINANCE, SUBDIVISION REGULATIONS, AND GENERAL SPECIFICATIONS. ALL CONSTRUCTION MUST CONFORM TO THESE DOCUMENTS.
8. SEWERS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A VERTICAL DISTANCE OF 18" BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATER MAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED TO THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.
9. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION. DAMAGE TO ANY EXISTING UTILITY IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
10. ACCESS POINTS SHALL BE LIMITED TO THOSE SHOWN ON THESE PLANS. SEE GRADING AND EROSION CONTROL PLAN FOR CONSTRUCTION ACCESS POINT.
11. PAVEMENT DESIGN, STORM SEWERS, STORM WATER RETENTION BASINS AND SANITARY SEWERS SHALL MEET THE SPECIFICATIONS OF THE CITY OF GULFPORT. WATER QUALITY FEATURES ARE PROVIDED OFFSITE
12. THE SITE IS OUTSIDE THE 100 YEAR FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, NATIONAL FLOOD INSURANCE RATE MAP, HARRISON COUNTY, PANEL 28047C0269G, DATED JUNE 15, 2009.
13. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION. ANY UTILITY CHANGE EXPENSES SHALL BE THE CONTRACTORS RESPONSIBILITY.
14. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING UTILITIES BOTH HORIZONTALLY AND VERTICALLY.
15. DETENTION IS PROVIDED OFFSITE BY A REGIONAL DETENTION FACILITY.

SITE NOTES:

1. SEE SHEET CD1 FOR PAVEMENT DETAILS.
2. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE CONSULTED IMMEDIATELY.
3. ALL DIMENSIONS ARE FROM BOC TO BOC.
4. CONTRACTOR SHALL FORM CURB AT HANDICAP RAMP LOCATIONS TO MEET ADA REQUIREMENTS.
5. ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).
6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
7. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR IS REQ'D BY LAW CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR'S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

1. CONTRACTOR SHALL STOCKPILE TOPSOIL ON SITE FOR USE IN LANDSCAPING.
2. CONTRACTOR SHALL LINE ALL PROPOSED SWALES AND DETENTION POND SLOPES WITH EROSION AND SEDIMENT CONTROL BLANKETS AS SHOWN.
3. CONTRACTOR SHALL ROUGHEN ALL 4:1 CUT SLOPES BY DISKING PRIOR TO SEEDING.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR FOURTEEN OR MORE DAYS (SEE MDEQ LIST OF TEMPORARY SEED TYPES).
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS (SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
6. ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
7. TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
8. THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY OR DISPOSAL PROVIDERS AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
9. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
10. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
11. A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE OR NEAR THE JOB TRAILER OR LAY-DOWN YARD AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY IF POSSIBLE. THESE STRUCTURES SHALL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM 2-3034 SDR 26
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE COMPLETED IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH GULPORT PUBLIC WORKS DEPARTMENT.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
7. ALL PRESSURE AND LEAKAGE TESTS MUST BE IN ACCORDANCE WITH AWWA C-600.
8. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES:

1. WATER AND SEWER - CITY OF GULFPORT 896-5740
2. GAS SERVICE - CENTERPOINT ENERGY 896-7500
3. TV CABLE SERVICE - CABLE ONE 864-1506
4. ELECTRICAL SERVICE - COAST ELECTRIC 832-1761
5. TELEPHONE SERVICE - AT&T 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

LEGEND

PROPOSED		EXISTING
W	WATER MAIN	W
S	SEWER LINE	S
G	GAS LINE	G
	ROW/PROP	
	QTR SECTION	
	WIRE FENCE	
CO	CLEAN-OUT	CO
S	MANHOLE	S
	WATER VALVE	
	FIRE HYDRANT	
W	WATER METER	W
21.5	PROP. SPOT EL.	
	EXIST. SPOT EL.	+43
	TYP. SIGN	
	TYP. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

PROJECT SCOPE:

CONSTRUCT THE PROPOSED DEVELOPMENT AS PER DRAWINGS FOUND HEREIN AND ALL CITY/STATE REQ'S & PERMITS.

NON-EXCLUSIVELY, GRADING, ASPHALT PAVING, STORM & UTILITY LINES, CONCRETE FORMING AND FINISHING, PAVEMENT STRIPING, AND GRADING/GRASSING/FINISHING IMPROVEMENTS SHALL BE REQ'D TO COMPLETE THIS PROJECT.

GENERAL NOTES & LEGENDS

24-011

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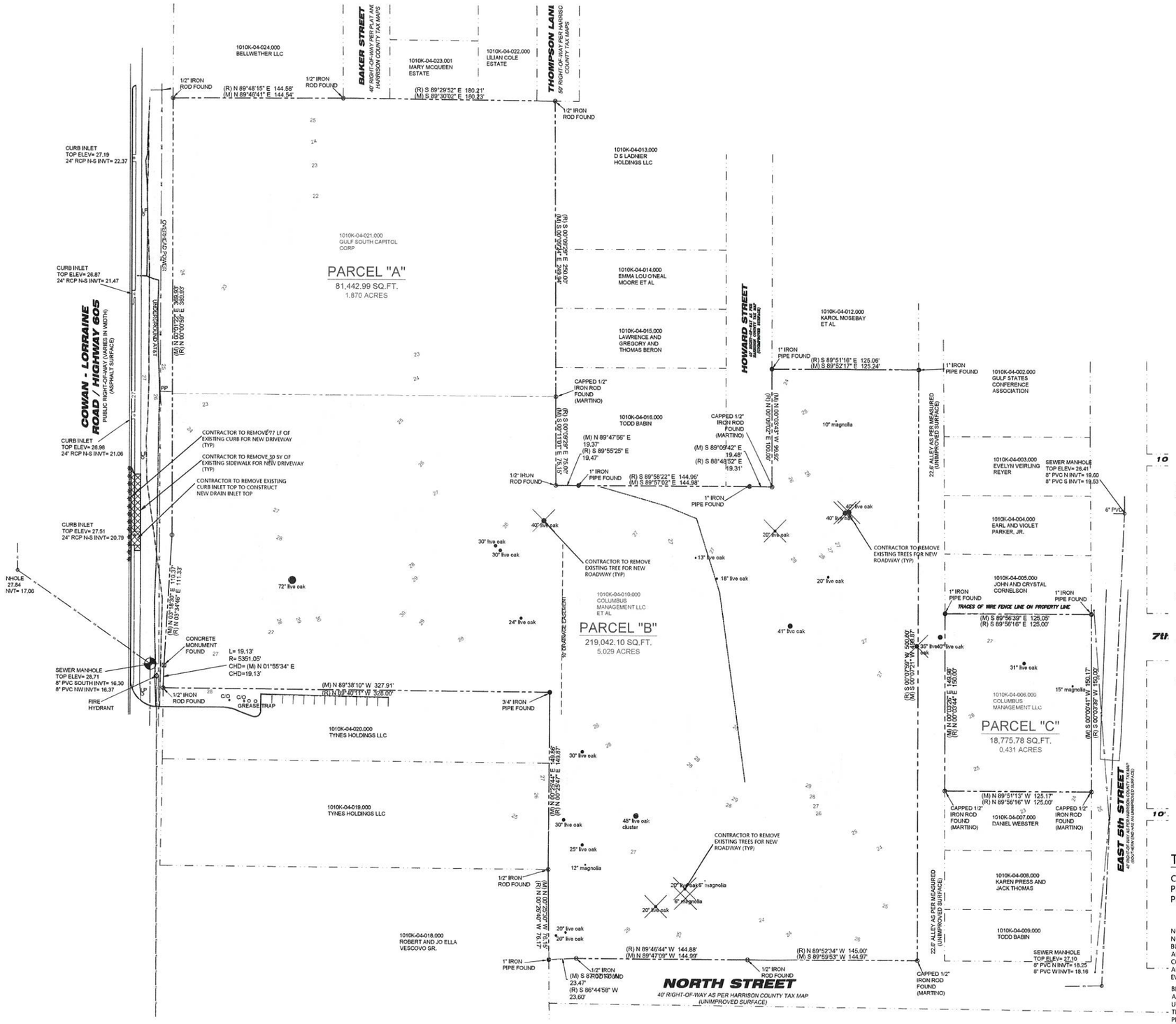
FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-26-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
C1



EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 40'-0"

N
W E
S

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

ELEV. = 28.71'	TOP OF SEWER MANHOLE AT SW CORNER OF PROPERTY

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE PER FEMA PANEL 28047C0269G DATED JUNE 16, 2009.

LEGEND

- REMOVE UTILITY
- DENOTES REMOVAL OF ALL EXISTING IMPROVEMENTS AND FILL
- DENOTES LIMITS OF REMOVAL FOR A STRUCTURE AND ITS APPURTENANCES
- TREE DEMO

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING OR REMOVING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER BUT SHALL BE RESPONSIBLE FOR COORDINATING NECESSARY WORK WITH LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED.

TREE NOTE:

CONTRACTOR TO ONLY REMOVE TREES THAT CONFLICT WITH NEWLY PROPOSED ROADWAY AND/OR INFRASTRUCTURE. HOME BUILDER TO PERMIT AND REMOVE TREES WITHIN PROPOSED LOTS AS THEY SEE FIT.

NOTE:
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24-011

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PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

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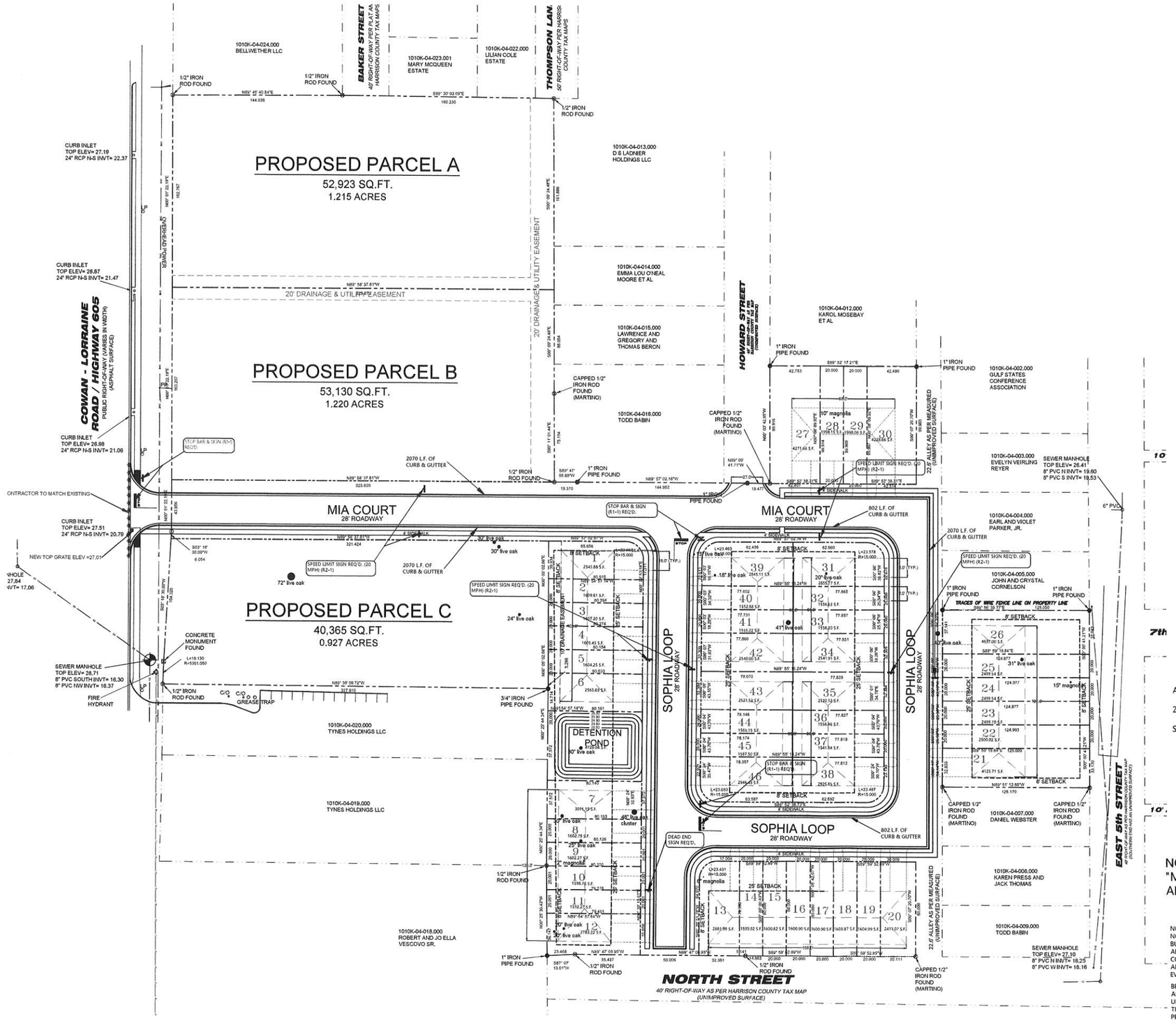

LOT & STREET LAYOUT

SCALE: 1" = 40'-0"

N
W E
S

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

ELEV. = 28.71'	TOP OF SEWER MANHOLE AT SW CORNER OF PROPERTY

BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING; TOPOGRAPHIC INFORMATION BASED ON THE SAME

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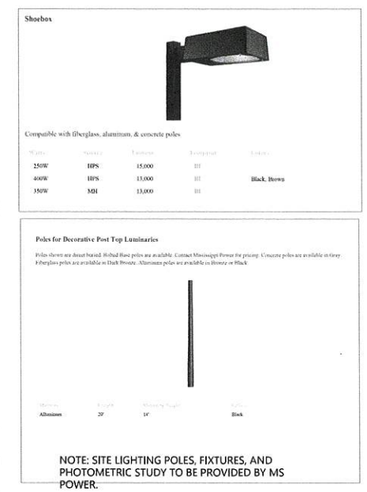

NOTE: SITE LIGHTING POLES, FIXTURES, AND PHOTOMETRIC STUDY TO BE PROVIDED BY MS POWER.

SITE DATA TABLE

ACREAGE: 30.245 +/- AC

ZONING: T4+ (R-B)

SETBACKS:

FYSB - 25 FT
SYSB - 8 FT
RYSB - 8 FT

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION , 2017 EDITION".

NOTE:
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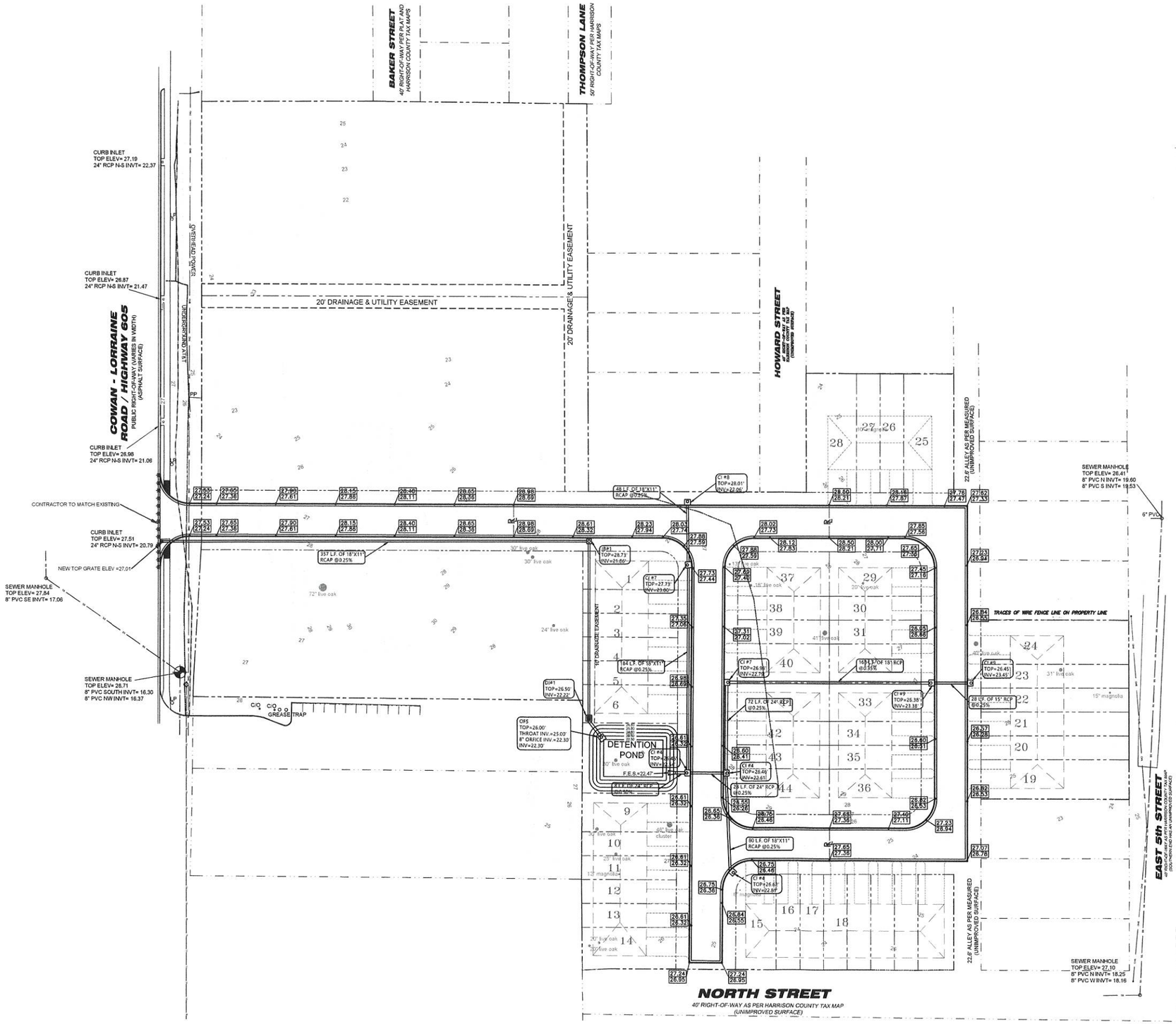

GRADING & DRAINAGE PLAN

SCALE: 1" = 40'-0"

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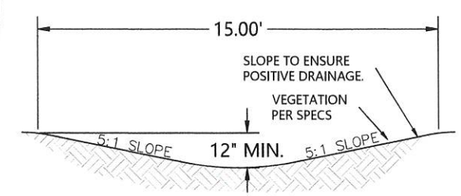
LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

NOTES:

1. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.



TYPICAL SWALE SECTION
N.T.S.

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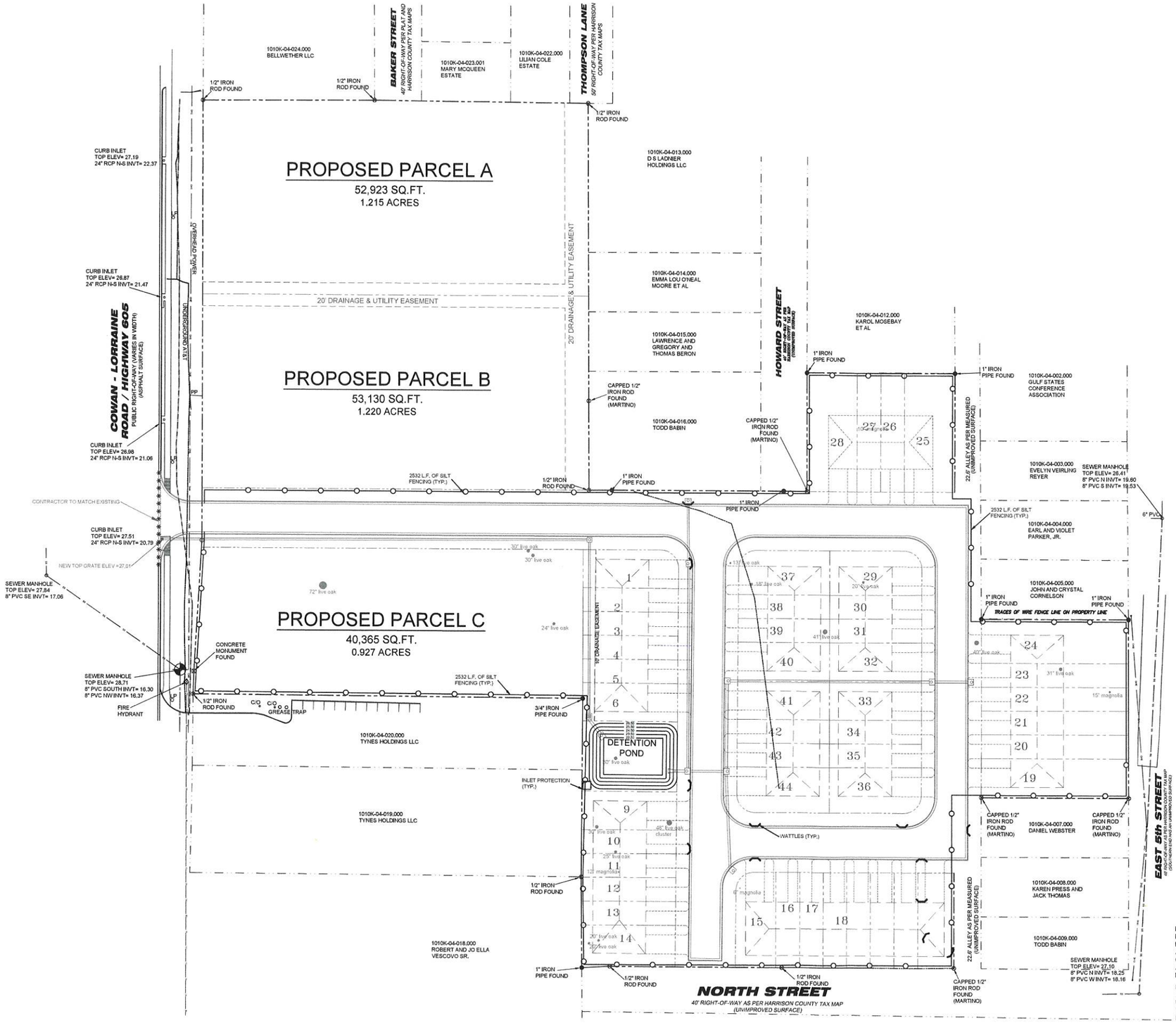
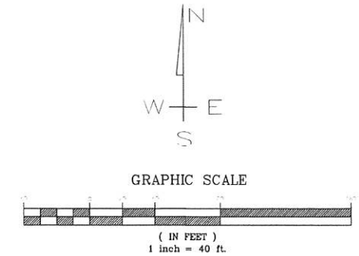
PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
C4





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LEGEND

- SILT FENCE
- STRAW WATTLES
- INLET PROTECTION

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EROSION CONTROL PLAN

SCALE: 1" = 40'-0"

24-011

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MORAN, TERRY L. — REGISTERED PROFESSIONAL ENGINEER — 6005 — STATE OF MISSISSIPPI

In Association With

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228-574-3659

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Check By T.J.M.
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PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
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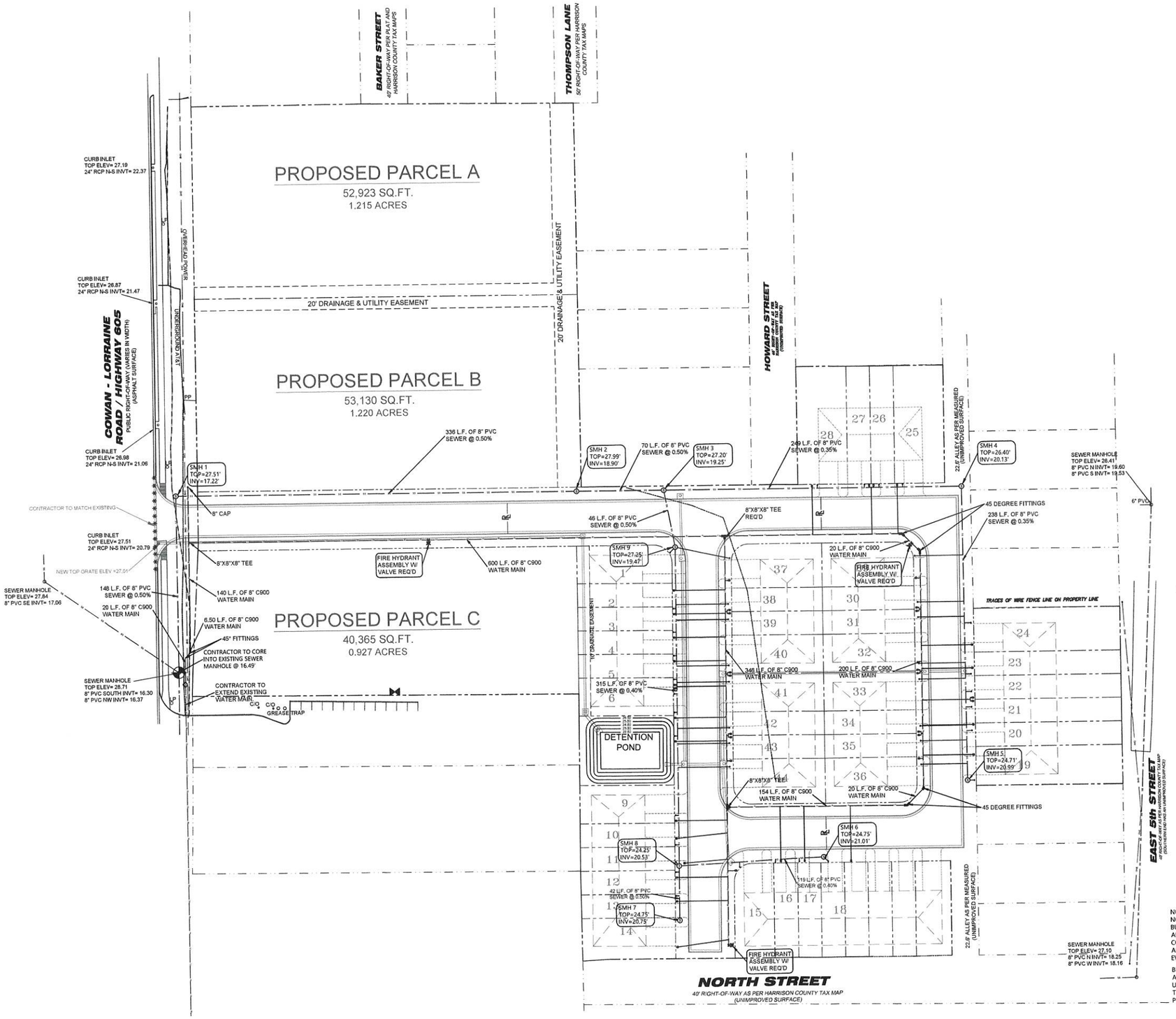

UTILITY PLAN

SCALE: 1" = 40'-0"

N
W E
S

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

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LEGEND

PROPOSED		EXISTING
—W—	WATER MAIN	—W—
—S—	SEWER LINE	—S—
—G—	GAS LINE	—G—
	ROW/PROP	
	QTR SECTION	
—X—	WIRE FENCE	—X—
CO	CLEAN-OUT	CO
Ⓢ	MANHOLE	Ⓢ
	WATER VALVE	
	FIRE HYDRANT	
W	WATER METER	W
	POWER POLE	

UTILITY NOTES:

1. PROVIDE A MINIMUM OF 0.10' DROP FROM INVERT-IN TO INVERT-OUT ON ALL PROPOSED SANITARY SEWER MANHOLES.
2. ALL PROPOSED WATER MAIN ROAD CROSSINGS SHALL BE CASED.
3. ALL PROPOSED WATER AND SEWER MAINS SHALL BE PERPENDICULAR CROSSINGS W/18" OF VERTICAL SEPARATION.
4. SEWER MAIN SHALL HAVE A MINIMUM OF 36" OF COVER AND HAVE MINIMUM SLOPES OF 0.34% ACCORDING TO MDEQ STANDARDS.
5. CONTRACTOR TO ENSURE ALL LOTS HAVE WATER AND SEWER SERVICES.
6. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
7. ALL SEWER MAIN SHALL BE PVC, ASTM D-3034, SDR 26.
8. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
9. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
10. ALL TAPS ON EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH THE CITY OF GULFPORT.
11. ALL PRESURE AND LEAKAGE TEST MUST BE IN ACCORDANCE WITH AWWA C-600.
12. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

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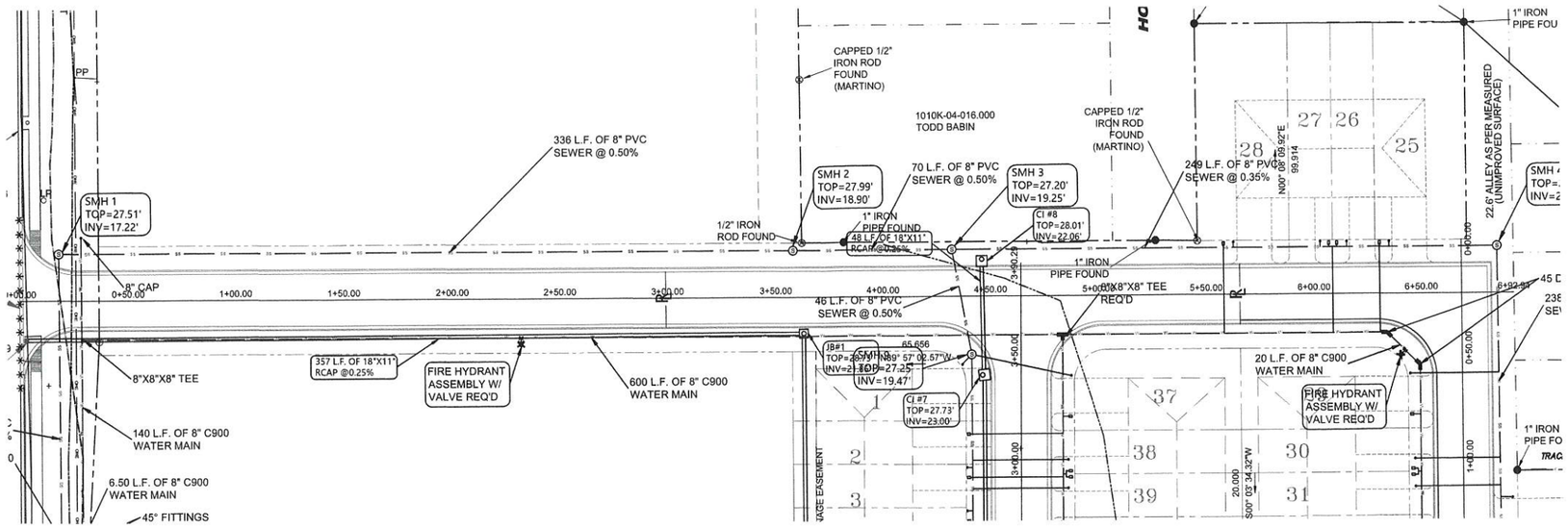

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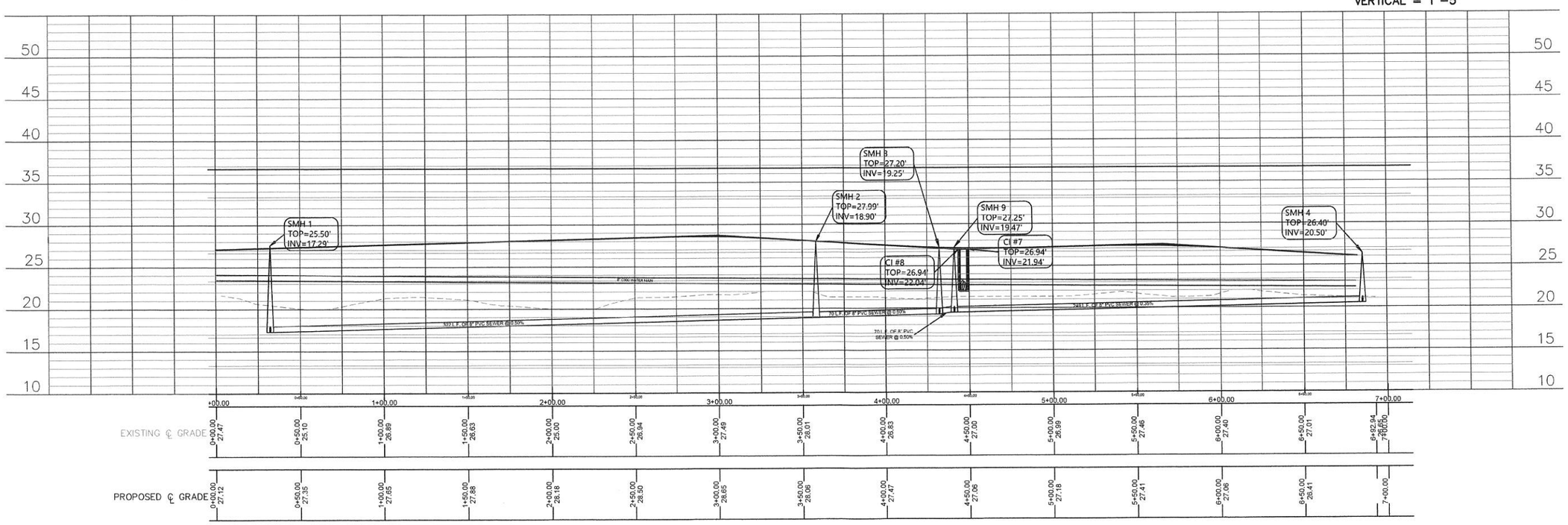
MIA COURT STA. 0+00 – 06+92.94

HORIZONTAL = 1"–30'
VERTICAL = 1"–5'



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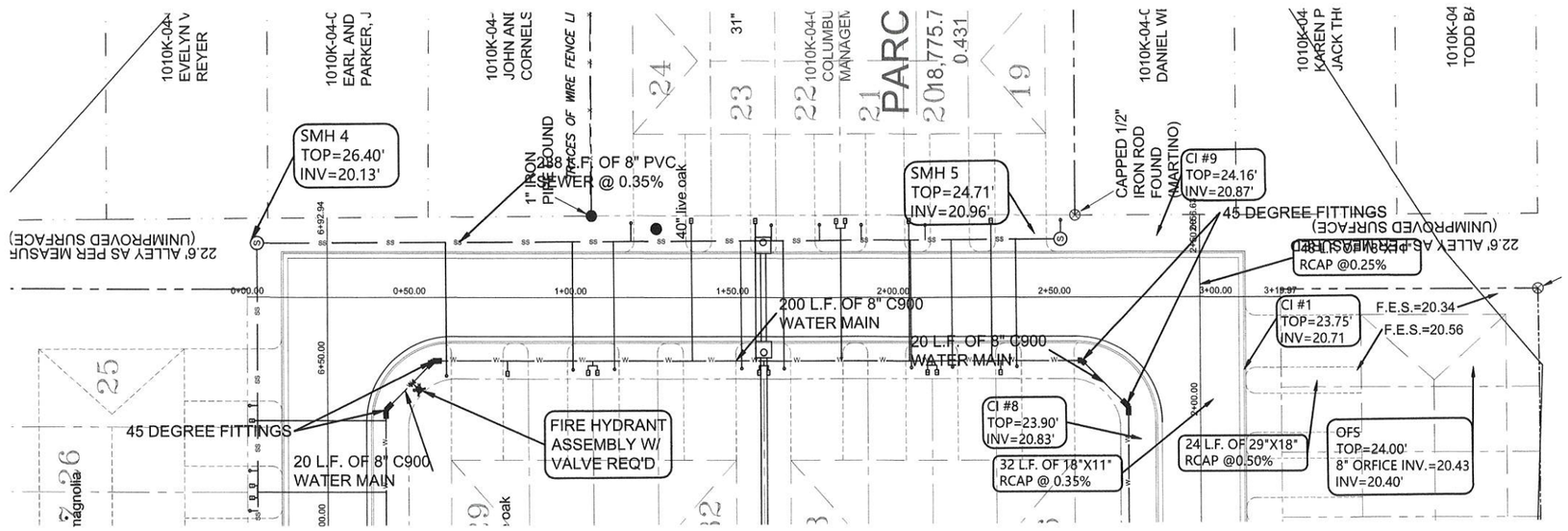

SOPHIA LOOP STA. 0+00 – 3+19.97

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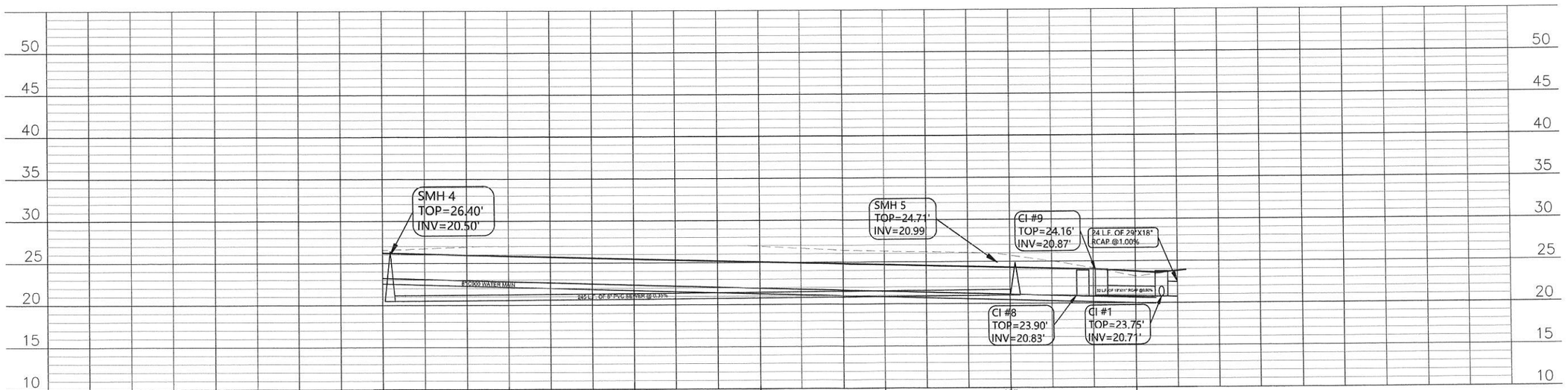
HORIZONTAL = 1"–20'
VERTICAL = 1"–5'



	0+00.00	0+50.00	1+00.00	1+50.00	2+00.00	2+50.00	3+00.00	3+19.97
EXISTING ℄ GRADE	26.54	26.99	27.00	26.91	26.28	25.72	23.19	24.01
PROPOSED ℄ GRADE	26.23	25.84	25.45	25.06	24.67	24.28	23.75	24.01

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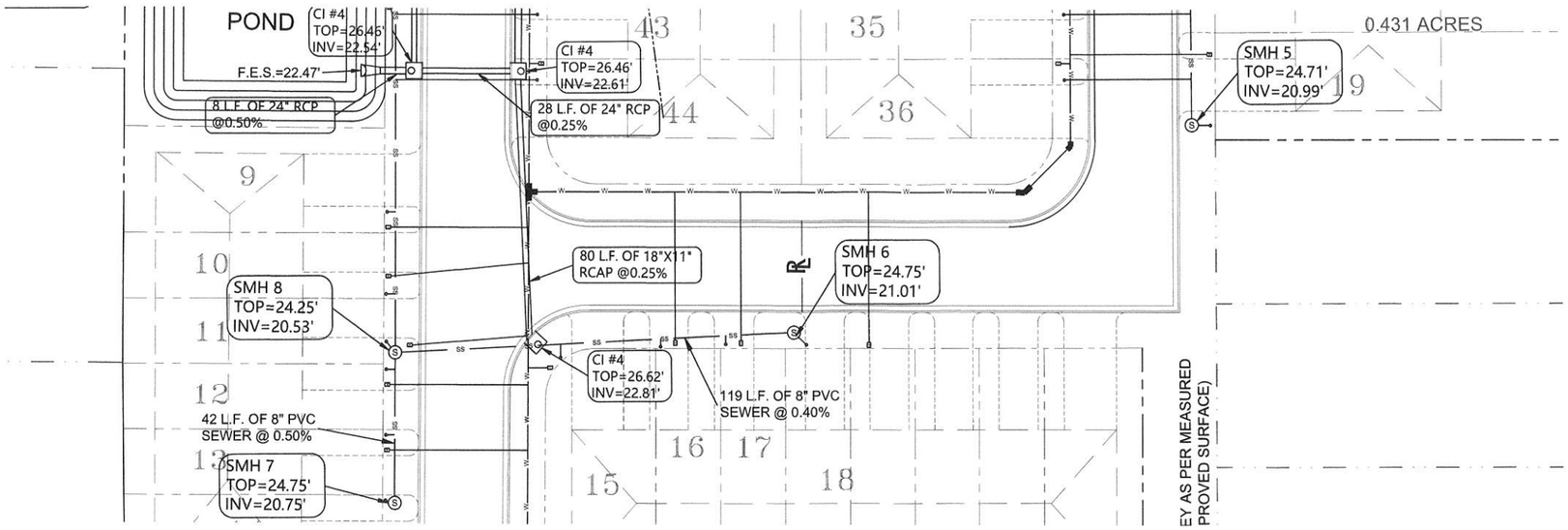
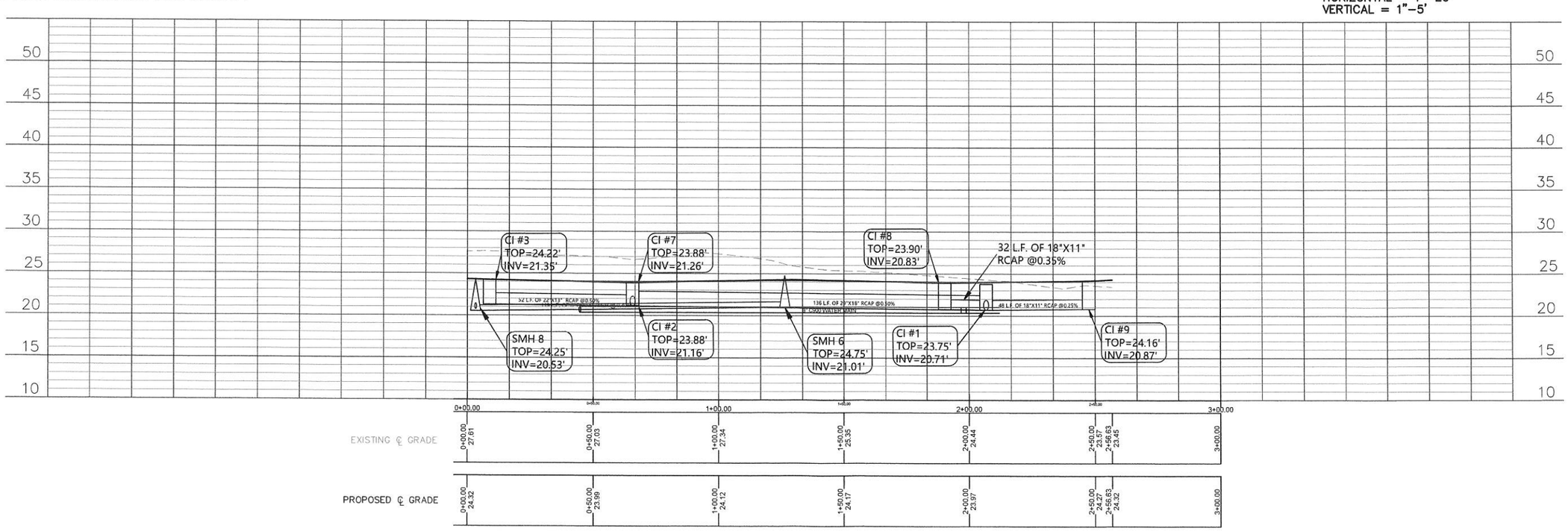
Sheet
PP2



NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION , 2017 EDITION".

SOPHIA LOOP STA. 0+00 – 2+56.63

HORIZONTAL = 1"–20'
VERTICAL = 1"–5'



24-011

TERRY MORAN ENGINEERING

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TERRY MORAN, P.E. ENGINEER 6005 STATE OF MISSISSIPPI

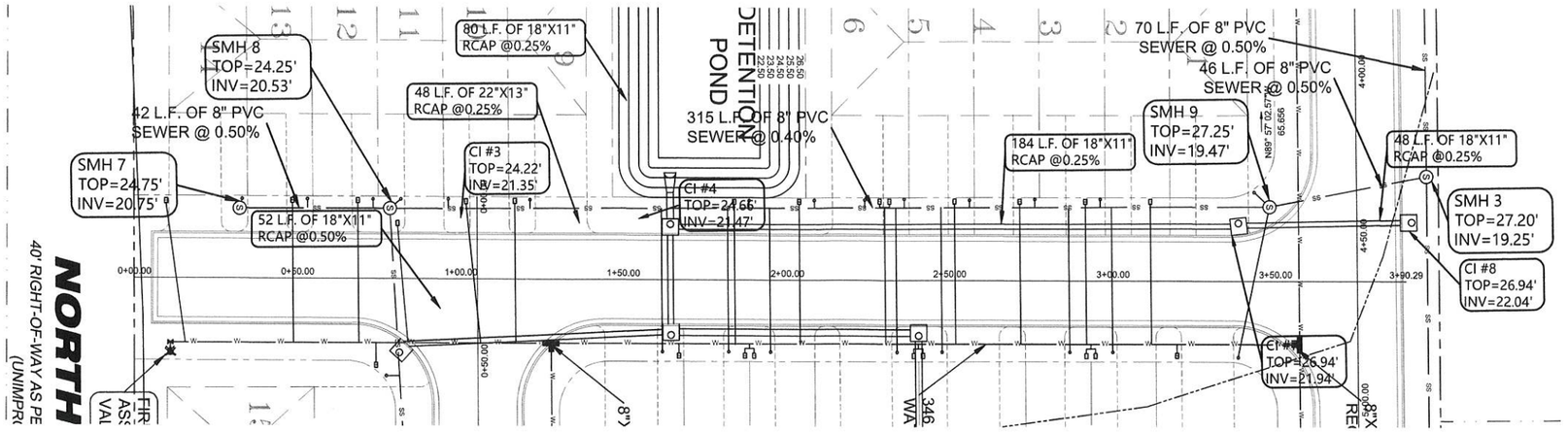
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-26-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
PP3



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MIA COURT STA. 0+00 – 6+92.94

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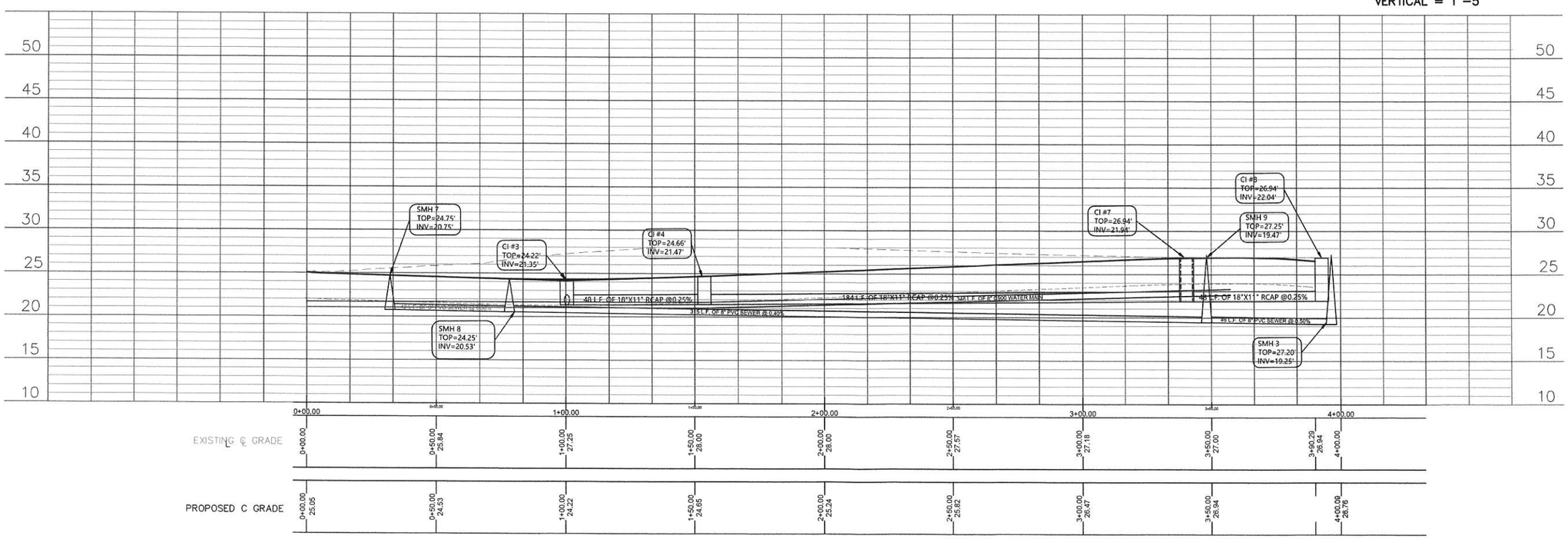
VERTICAL = 1"–5'



24-011

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TERRY MORAN, P.E., P.L.S

MORAN, TERRY L. REGISTERED PROFESSIONAL ENGINEER 6005 STATE OF MISSISSIPPI

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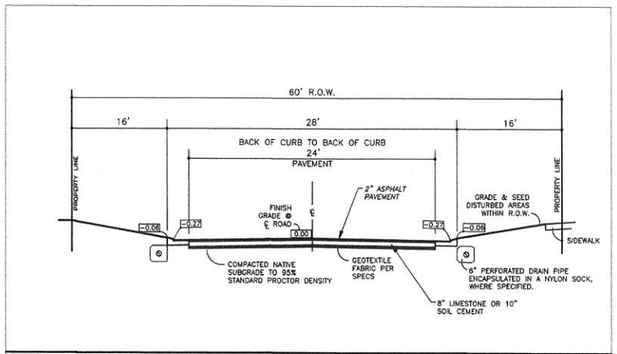
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-26-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

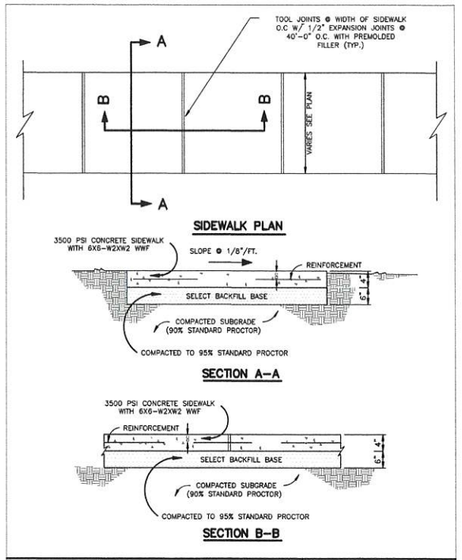
Sheet
PP4



TYPICAL ROADWAY SECTION

DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	R.O.W. & LIMESTONE/FLY ASH BASE
DR. BY:	FILE: RDSECT	

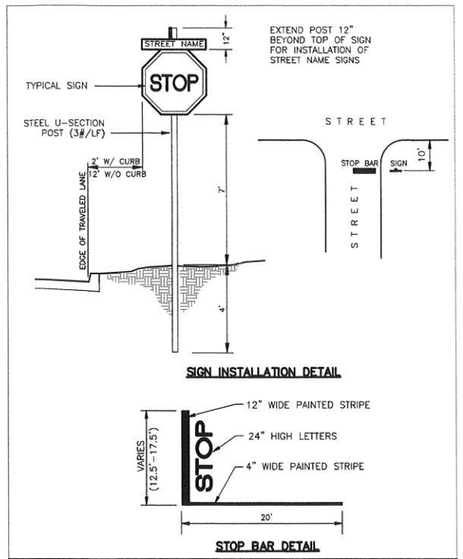
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



4" SIDEWALK DETAIL

DATE: 7/29/20	APPR. BY: JRH	REVISION
SCALE: N.T.S.	DR. NO.: 02522A	
DR. BY:	FILE: SIDEWALK	

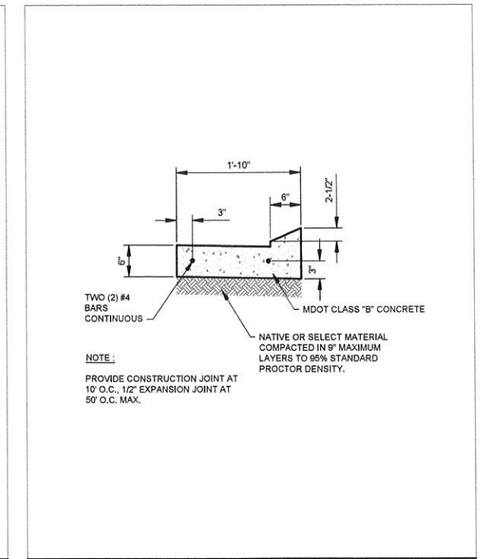
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STOP SIGN & BAR DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585	
DR. BY:	FILE: STOPSIGN	

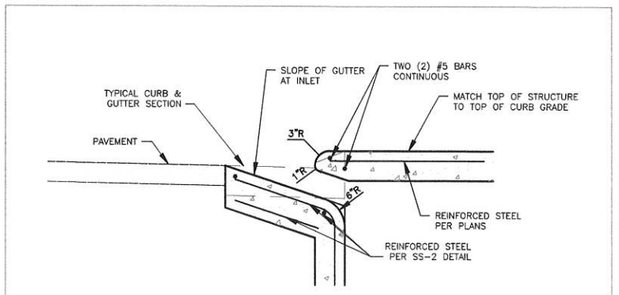
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



MOUNTABLE CURB & GUTTER DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

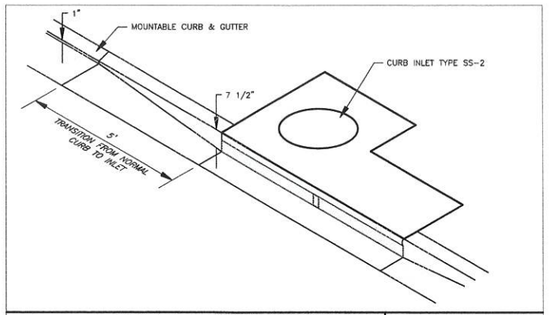
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB

DATE:5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721 DWG.-2	
DR. BY:SJ	FILE: MCTHROAT	

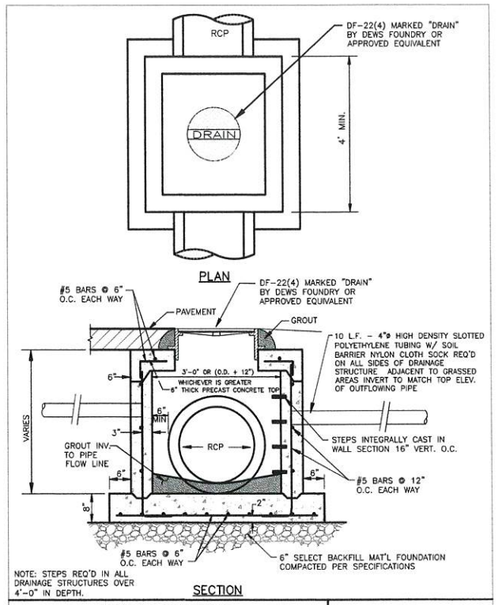
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)

DATE:5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:SJ	FILE: MCTHROAT	

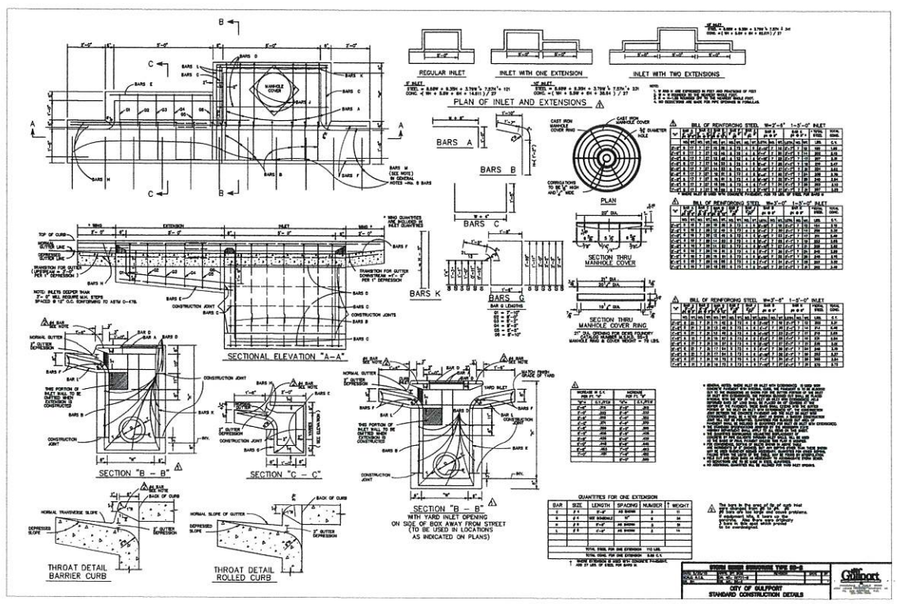
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

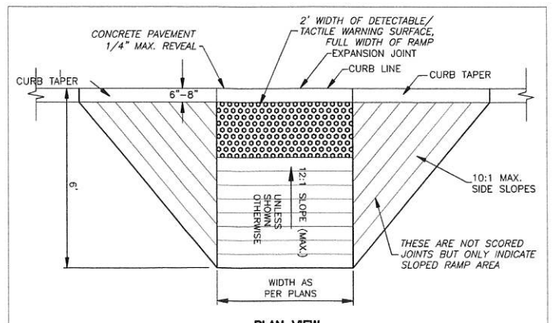


JUNCTION BOX DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 3	
DR. BY:	FILE: JUNCBOX	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS





HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: HCRAMPDOME	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

24-011

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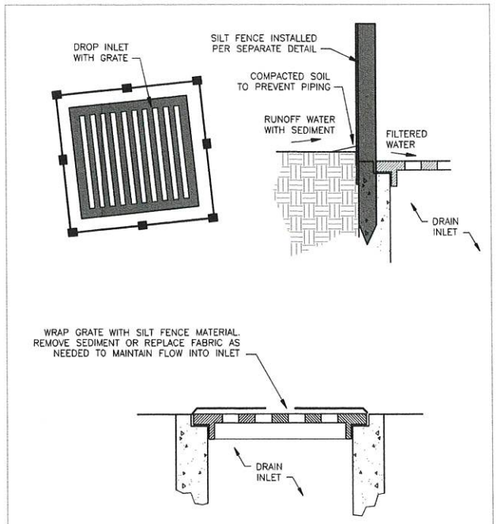
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-26-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

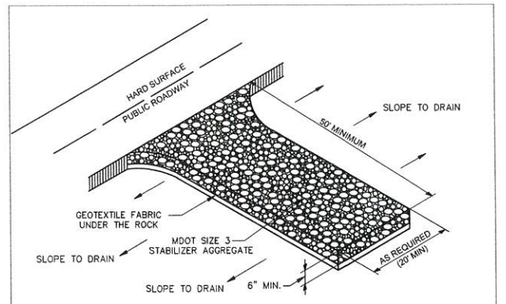
Sheet
CD1



STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVE., GULFPORT, MS. PH. 228-868-5815 FAX. 228-868-5822



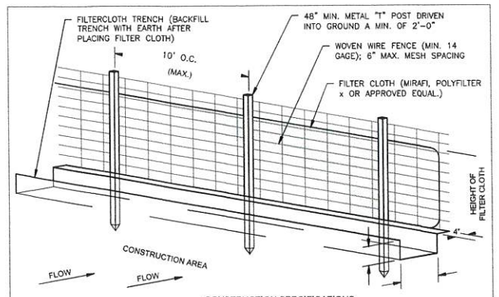
NOTES:

1. 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.
2. 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.
3. 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.
4. 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.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVE., GULFPORT, MS. PH. 228-868-5815 FAX. 228-868-5822



CONSTRUCTION SPECIFICATIONS

INSTALLATION:

1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. 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 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE. LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

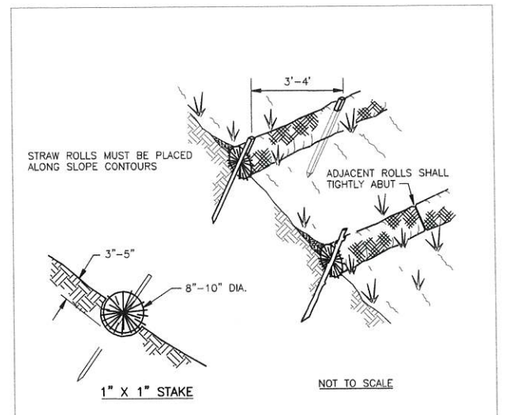
MAINTENANCE:

1. 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.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVE., GULFPORT, MS. PH. 228-868-5815 FAX. 228-868-5822



NOTE:

1. 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.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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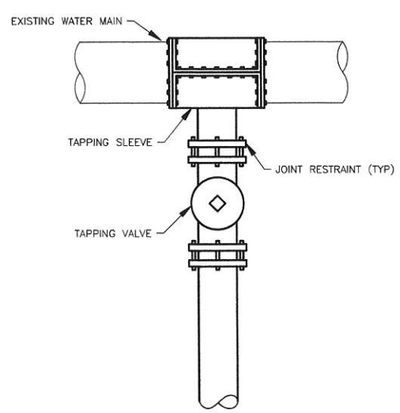

TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02562	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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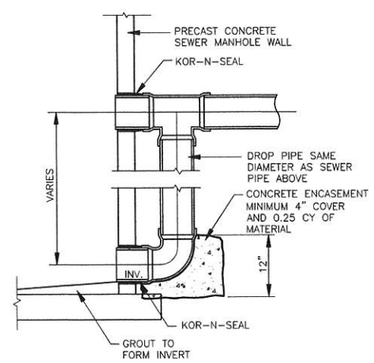

DROP MANHOLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731-A	
DR. BY:	FILE: DROPMH	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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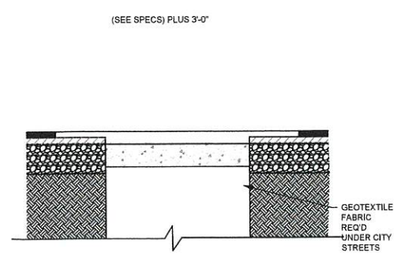
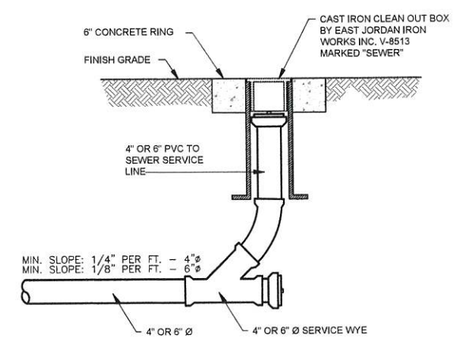


HOT BITUMINOUS PAVEMENT REPAIR		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.:	5/1/17 KED
DR. BY:	FILE:	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HEWES AVE., GULFPORT, MS. PH. 228-868-5815 FAX. 228-868-5822



NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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24-011

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MORAN, TERRY JR. — REGISTERED PROFESSIONAL ENGINEER — 6005 — STATE OF MISSISSIPPI

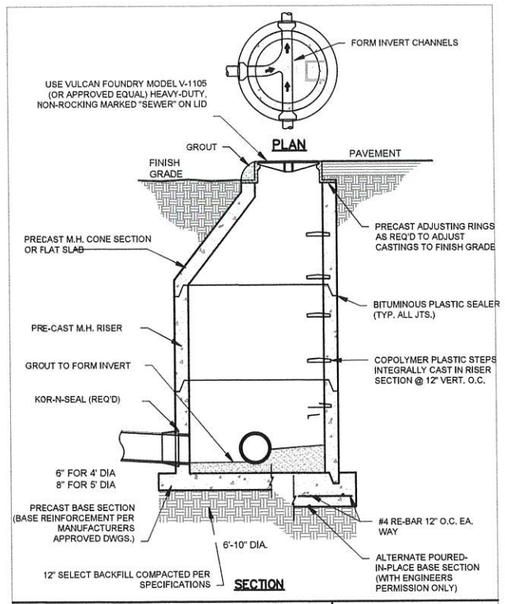
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-04-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
CD2

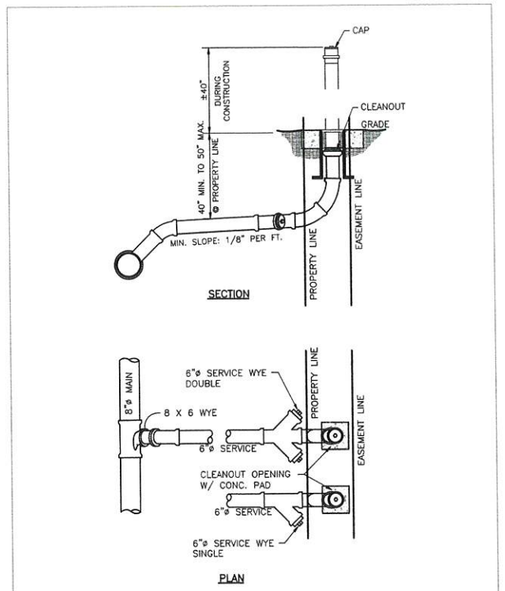


MANHOLE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731 DWG.-1	
DR. BY:	FILE: MANHOLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822

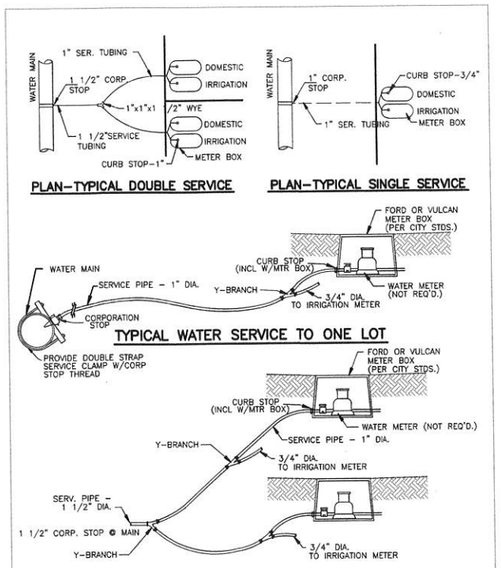


TYPICAL SEWER SERVICE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 1422 23RD AVENUE, GULFPORT, MS, PH. 228-868-5581, FAX. 228-868-5922

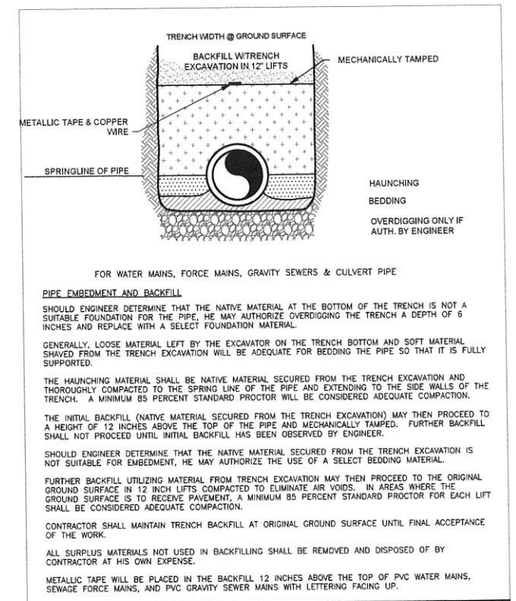


TYPICAL WATER SERVICES

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

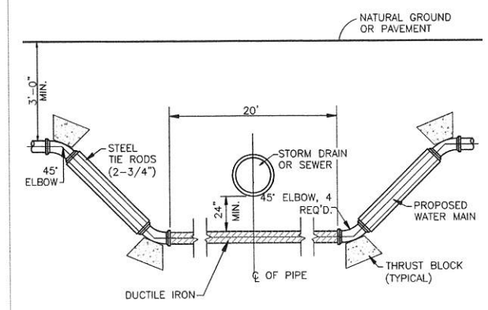
METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02680	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822

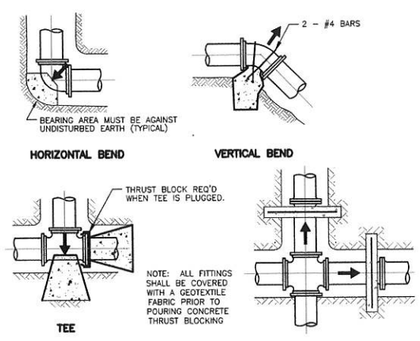


WATER MAIN ADJUSTMENT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: WTRADJUST	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822



BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

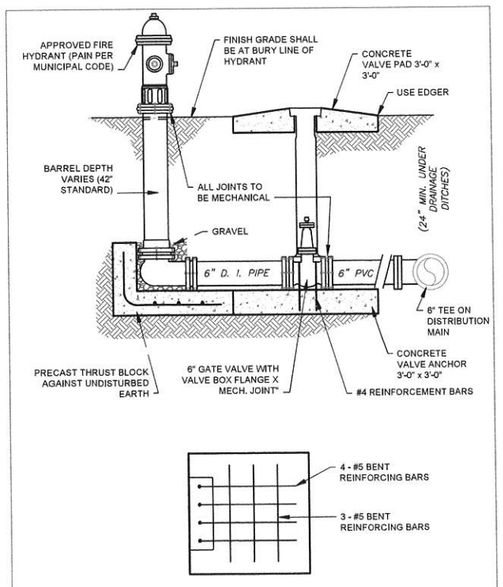
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822

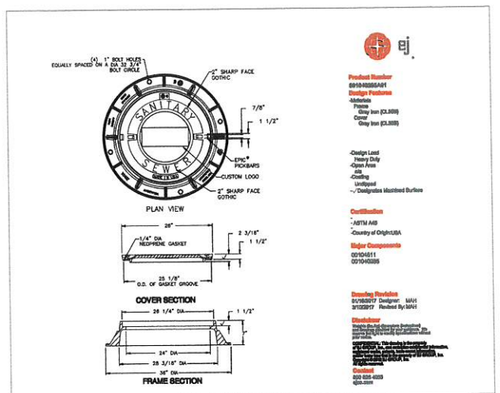


FIRE HYDRANT ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822



1045Z 1040AGS Assembly

DATE: 3/23/17	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02664	3/21/17 KED
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS, 4050 HEWES AVENUE, GULFPORT, MS, PH. 228-868-5815, FAX. 228-868-5822

24-011

TERRY MORAN ENGINEERING
P.O. BOX 4075
BILOXI, MS 39535
PH 228.896.4733
TERRY MORAN, P.E., P.L.S

TERRY MORAN ENGINEER 6005 STATE OF MISSISSIPPI

In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
13334 Seaway Road, Ste. 202
Gulfport, MS 39503
228-574-3659

Date 03-26-2024
Drawn By N.O.F.
Check By T.J.M.
REV

PROPOSED DEVELOPMENT
0 COWAN ROAD
GULFPORT, MS

Sheet
CD2

FRONT ELEVATION

1/4" = 1'-0"

REAR ELEVATION

1/4" = 1'-0"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COWAN TOWNHOMES
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the___day of _____, 2024, A.D., by Camdav, LLC (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Cowan Townhomes as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as two-story single family attached residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand four hundred (1,400) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground that the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the LOT. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee shall have approved the exterior

fences. The Architectural Review Committee established herein shall establish and publish approved building materials, colors and specifications for all exterior materials and colors.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE COWAN TOWNHOMES HOMEOWNERS' ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Cowan Townhomes Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Cowan Townhomes Homeowners Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms or this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12th) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meets its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Cowan townhomes without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually.

applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver o the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third

lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECHURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair of reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. The Association will continue to be responsible for the maintenance, at its own expense, of the detention pond shown on the recorded plat for Cowan Townhomes Subdivision. The Association shall use best management practices or BMP's and the City of Gulfport has not at this time accepted same for public maintenance.

15. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

16. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

17. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or

19. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

20. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in wiring, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURE of the Declarant on this the _____ day of _____, A.D., 2023.

By:_____

Jennifer Davi – Member

Camdav, LLC

DRAFT

"Exhibit A"

Legal Description:

(refer to recording plat for legal description)

DRAFT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this____day of 2024, A.D., within my jurisdiction, the within named Jennifer Davi who acknowledges that he is the developer of Cowan Townhomes Subdivision.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2024.

_____.

NOTARY PUBLIC

MY COMMISION EXPIRES:

_____.

DRAFT

CONSENT
OF THE MANAGER OF
COLUMBUS MANAGEMENT, L.L.C.

The undersigned being the Manager of Columbus Management, L.L.C., a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company") hereby adopts by written consent the following resolutions:

RESOLVED, that Joseph C. Canizaro shall serve as President of the Company, at the pleasure of the Manager.

RESOLVED FURTHER, that Tricia R. Perez shall serve as Treasurer of the Company, at the pleasure of the Manager.

RESOLVED FURTHER, that Mark Jeansonne shall serve as Secretary of the Company, at the pleasure of the Manager.

This Consent is effective this 24rd day of August, 2006

MANAGER

Joseph C. Canizaro, Sole Director/ Manager

CONSENT
OF THE MANAGER OF
COLUMBUS MANAGEMENT, L.L.C.

The undersigned being the Manager of Columbus Management, L.L.C., a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company") hereby adopts by written consent the following resolutions:

WHEREAS, that Mark Jeansonne has resigned from any position he has held in the Company, effective April 18, 2008;

RESOLVED, that Mark J. Jeansonne shall no longer serve as Secretary of the Company,

FURTHER RESOLVED, that Tricia R. Perez be appointed as Secretary of the Company.

FURTHER RESOLVED, that Tricia R. Perez be appointed as Agent for Service of Process for the Company.

This resolution is effective this 18th day of April, 2008.

MANAGER

Joseph C. Cantizaro, Sole Director/ Manager

UNANIMOUS CONSENT OF DIRECTOR
COLUMBUS MANAGEMENT, INC.

The undersigned, being the sole director of Columbus Management, Inc., a Mississippi corporation (the "Corporation") acting pursuant to Section 79-4-8.21 of the Mississippi Business Corporations Act, hereby adopts by written consent the following resolutions:

AGREEMENT AND PLAN OF MERGER

RESOLVED, that the Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Columbus Management, Inc., a Mississippi Corporation (the "Corporation") will be merged with and into Columbus Management, L.L.C. (the "Merger"), is hereby approved and the President of the Corporation is hereby authorized and empowered to execute and deliver for and on behalf of the Corporation the Merger Agreement;

FURTHER RESOLVED, that the appropriate officers of this Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger Agreement to the shareholders of the Corporation for their approval;

FURTHER RESOLVED, that the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation all consents, agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions.

OTHER RELATED CORPORATE ACTION

RESOLVED, that the execution by any officers delegated authority by the Board of Directors of any instruments or documents authorized by these resolutions or of any instruments or documents executed in the accomplishment of any action or actions so authorized is (or shall become upon delivery) the enforceable and binding act of the Corporation without the necessity of the signature or attestation of any other officer of the Corporation or the affixing of the corporate seal;

FURTHER RESOLVED, that any and all actions described in the foregoing resolutions heretofore taken on behalf of the Corporation by its officers are hereby approved, ratified and confirmed as the act of the Corporation without the necessity of any further action by the Corporation.

This consent dated December 7th, 2001.

Joseph C. Canizaro

BOOK 50 PAGE 196

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
GULF SOUTH CAPITAL CORPORATION

Pursuant to Section 79-4-10.06 of the Mississippi Business Corporations Act (the "Act"), Gulf South Capital Corporation, a Mississippi profit corporation (the "Corporation"), acting through its undersigned President, does hereby certify the following:

1. On the date hereof, acting pursuant to Section 79-4-8.21 of the Act and the Corporation's Articles of Incorporation (the "Articles"), the Board of Directors and the holders of all the issued and outstanding shares of common stock of the Corporation each executed a written consent approving an amendment to the Articles to effect the changes set forth below.

FILED
12/18/1998
EULA CLARK
Secretary of State
State of Mississippi

2. Effective the date hereof, Article 1 of the Articles shall be amended to read in its entirety as follows:

> "1. The corporate title of said company is: COLUMBUS MANAGEMENT, INC."

3. Except as amended by these Articles of Amendment, the Articles of Incorporation of the Corporation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President has executed these Articles of Amendment on December 17, 1998.

GULF SOUTH CAPITAL CORPORATION

By: _____
Joseph C. Canizaro, President

COR\84241.1

MINUTES OF THE ANNUAL MEETING OF THE SOLE MEMBER OF COLUMBUS MANAGEMENT, L.L.C.

An annual meeting of the sole members of Columbus Management, L.L.C. a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company"). The sole member of the Company hereby adopts the following resolutions for the purpose of electing Directors/Managers of the Company.

The sole organizational member of record at the time of the meeting was Joseph C. Canizaro, an individual of the full age of majority and a resident of the State of Louisiana. Joseph C. Canizaro was the record holder of all 8,000 outstanding shares.

The following resolutions were adopted by 8,000 affirmative votes and no votes in opposition out of a possible 8,000 votes in each instance:

RESOLVED, that Joseph C. Canizaro shall serve as manager/director of the Company, and as Chairman of the Board of Directors, at the pleasure of the sole member.

I certify that the above are true and correct minutes of the August 24, 2005 annual meeting of the sole member of Columbus Management, L.L.C.

{SEAL}

Acknowledged by
Joseph C. Canizaro, sole member

PARCEL A

A parcel of land being a portion of Lots 6 through 15, Block 4, and being all of Lots 31 through 40, inclusive of Block 4 and all of Lots 6 though 15, inclusive of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk, and together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being more particularly described as follows:

Beginning at a ½" iron rod found at the Northeast corner of Lot 31, Block 4, of ABYSSINIA SUBDIVISION, S89°29'52"E 19.77 feet to a capped ½" iron rod set in the center of Baker Street; thence S89°29'52"E 160.44 feet to a ½" iron rod found; thence S00°09'29"E 250.02 feet to a capped ½" iron rod set; thence N89°29'52"W 141.58 feet to the Southwest corner of Lot 15, Block 4, of ABYSSINIA SUBDIVISION; thence N89°29'23"W 39.55 feet to a capped ½" iron rod set at the Southeast corner of Lot 40, Block 4, of ABYSSINIA SUBDIVISION; thence S89°48'15"W 144.43 feet to a capped ½" iron rod set lying on the East margin of Cowan-Lorraine Road (Also known as Highway 605); thence along said East margin, N00°00'59"E 250.00 feet to a ½" iron rod found; thence N89°48'15"E 144.58 feet to the point of beginning. Said parcel contains 1.87 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, also a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION and also a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION.

PARCEL B

A parcel of land being a portion of Lots 16 through 25, Block 4, and being all of Lots 41 through 50, inclusive of Block 4, and all of Lots 16 through 25, inclusive, of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk. Said parcel also, being all of Lots 19 through 34, inclusive, of Block 7, and all of Lots 35 through 54, inclusive, of Block 6, EUREKA SUBDIVISION, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being particularly described as follows:

Beginning at a ¾" iron pipe found at the Northwest corner of Lot 19, Block 7, of EUREKA SUBDIVISION, S89°58'22"E 144.96 feet to a ¾" iron pipe found; thence S88°48'52"E 19.31 feet to a capped ½" iron rod set at the Southwest corner of Lot 51, Block 6, EUREKA SUBDIVISION, said point also lying on the East margin of Howard Street; thence along the East margin of Howard Street, N00°09'02"E 100.00 feet to a ¾" iron pipe found at the Northwest corner of Lot 54, Block 6, EUREKA SUBDIVISION; thence along the North line of Lot 54,

Block 6, EUREKA SUBDIVISION, S89°51'16"E 125.06 feet to a ¾" iron pipe found at the Northeast corner of said Lot 54, Block 6; thence S00°07'59"W 500.00 feet to a capped ½" iron rod set at the Southeast corner of Lot 35, Block 6, EUREKA SUBDIVISION, said point also lying on the North margin of North Street; thence also said North margin, N89°52'34"W 145.00 feet to a 1" iron pipe found; thence continue along said North margin, N89°46'44"W 144.88 feet to a 1" iron pipe found at the Southwest corner of Lot 34, Block 7, EUREKA SUBDIVISION; thence S86°44'58"W 23.60 feet to a ¾" iron pipe found lying on the East boundary line of the property now or formerly of HSC Cowan Road, LLC as recorded in Deed Instrument Number 2017-0000147-D-J1; thence along the East boundary line of said HSC Cowan Road, LLC property, N00°26'40"W 76.17 feet to a 1/2 " iron rod found at the Southeast corner of the property now or formerly of Lacuesta; thence along the East boundary line of Lacuesta property, N00°25'47"E 149.87 feet to a ¾" iron pipe found at the Northeast corner of said Lacuesta property; thence along the North boundary line of said Lacuesta property, N89°40'11"W 328.00 feet to a ½" iron rod found lying on the East margin of Cowan – Lorraine Road (also known as Highway 605); thence along said East margin, along a curve to the left, having a radius of 5,351.05 feet, an arc length of 18.41 feet and a chord bearing and distance of N00°47'04"E 18.41 feet to a concrete monument found; thence continue along said East margin, N03°34'48"E 111.33 feet to a concrete monument found; thence continue along said East margin, N00°00'59"E 119.93 feet to a capped ½" iron rod set; thence leaving said East margin, N89°48'15"E 144.43 feet to a capped ½" iron rod set at the Northeast corner of Lot 41, Block 4, ABYSSINIA SUBDIVISION; thence S89°29'23"E 39.55 feet to a capped ½" iron rod set at the Northwest corner of Lot 16, Block 3, ABYSSINIA SUBDIVISION; thence S89°29'52"E 141.58 feet to a capped ½" iron rod set; thence S00°09'29"E 75.00 feet to a ½" iron rod found; thence S89°55'25"E 19.47 feet to the point of beginning. Containing 5.03 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION, a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION, a portion now or formerly Day Street lying West of Block 7, EUREKA SUBDIVISION, and a vacated portion of Howard Street lying between Block 6 and 7 of EUREKA SUBDIVISION.

PARCEL C

Lots Twenty-Three to Twenty-Eight (23-28) inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (copy Book 4 at Page 279) thereof; reference to which is hereby made in and of as a part of this description.

State of Louisiana Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
COLUMBUS MANAGEMENT, L.L.C.	Limited Liability Company	NEW ORLEANS	Active

Previous Names

Business: COLUMBUS MANAGEMENT, L.L.C.
Charter Number: 35184587K
Registration Date: 12/14/2001
Domicile Address
909 POYDRAS ST.
SUITE 1700
NEW ORLEANS, LA 70112
Mailing Address
C/O TRICIA R. PEREZ
909 POYDRAS ST., SUITE 1700
NEW ORLEANS, LA 70112

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 12/14/2001
Last Report Filed: 9/12/2023
Type: Limited Liability Company

Registered Agent(s)

Agent: TRICIA R. PEREZ
Address 1: 909 POYDRAS ST.
Address 2: SUITE 1700
City, State, Zip: NEW ORLEANS, LA 70112
Appointment Date: 7/9/2008

Officer(s)

Additional Officers: No

Officer: JOSEPH C. CANIZARO
Title: Manager
Address 1: 909 POYDRAS ST.
Address 2: SUITE 1700
City, State, Zip: NEW ORLEANS, LA 70112

Mergers (2)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
12/31/2001	**12/31/2001**	**MERGE**	**35184587K**	**COLUMBUS MANAGEMENT, L.L.C.**	**SURVIVOR**
			34169132F	COLUMBUS MANAGEMENT, INC.	NON-SURVIVOR
12/28/2015	**12/28/2015**	**MERGE**	**35184587K**	**COLUMBUS MANAGEMENT, L.L.C.**	**SURVIVOR**
			34320129D	REAL ESTATE MANAGEMENT CORPORATION	NON-SURVIVOR

Amendments on File (3)

Description	Date
Merger	12/31/2001
Domestic LLC Agent/Domicile Change	7/9/2008
Merger	12/28/2015

Print

BOOK 1427 PAGE 429

ROW005A

94005044.WA
Gulf South Capital Corp.

SEP 16 1998
05-27-98d yh

044-0-00-W

Do not record above this line

WARRANTY DEED

ENTERED ON COMPUTER

THE STATE OF MISSISSIPPI

County of Harrison

For and in consideration of One Hundred Fifty Thousand and NO /100 Dollars ($150,000.00) the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi Transportation Commission the following described land:

INDEXING INSTRUCTIONS: Lots 6 through 25, Block 4, Abyssinia Subdivision, Plat Book 7, Page 4, Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, the NE 1/4, Section 31, Township 7 South, Range 10 West.

Begin at the point of intersection of the Northern line of grantors property with the centerline of construction of State Project No. 94-9371-00-005-10 at Highway Survey Station 2+287.692; from said point of beginning run thence North 89° 42' 46" East along said Northern property line, a distance of 23.000 meters (75.459 feet); thence run South 00° 05' 15" West along a line that is 23.000 meters (75.459 feet) Easterly of and parallel with the centerline of construction of said project, a distance of 112.842 meters (370.217 feet) to a point that is 23.000 meters (75.459 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 2+175; thence run South 03° 27' 46" West, a distance of 33.972 meters (111.457 feet) to a point that is 21.000 meters (68.898 feet) Easterly of and perpendicular to the centerline of construction of said project at Station 2+141.301; thence

Gulf South Capital Corp.

044-0-00-W
Page 05

In the case of corporations:

STATE OF LOUISIANA
COUNTY OF ORLEANS (parish)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of August, 1998, within my jurisdiction, the within named Joseph C. Canizaro

who acknowledged that (he)(she) is President of Gulf South Capital Corporation a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(NOTARY PUBLIC)

My commission expires:
RANDOLPH H. BANELLI
NOTARY PUBLIC
ORLEANS PARISH
LOUISIANA
MY COMMISSION IS FOR LIFE

(SEAL)

STATE OF MISSISSIPPI

BOOK 863 PAGE 446

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned THETA MARTIN a/k/a Theta Finch, does hereby sell, convey and warrant unto GULF SOUTH CAPITAL CORPORATION a Mississippi Corporation, the following described land and property, being located and situated in the City of Gulfport, County of Harrison, First Judicial District, State of Mississippi, and being more particularly described as follows, to-wit:

> Lots 31 - 40 inclusive of Block 4, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk in Plat Book 7 at Page 4, AND ALSO:
>
> Beginning at the Northeast corner of Lot 6, Block 4 of Abyssinia Subdivision and from said point run thence South to the Southeast corner of Lot 25, from said point run thence East 10 feet to the Southwest corner of Lot 50, from said point run thence North to the Northwest corner of Lot 31, from said point run thence West a distance of 10 feet to the point of beginning. Said property being located in the First Judicial District of Harrison County, Mississippi.

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

TAXES fur the current year have been prorated as of this date and are assumed by the Grantee herein.

WITNESS MY SIGNATURE this the 6th day of August, 1979.

Theta Martin a/k/a Theta Finch

THETA MARTIN a/k/a THETA FINCH

STATE OF MISSOURI

BOOK 863 PAGE 447

COUNTY OF JACKSON

PERSONALLY, came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named THETA MARTIN who was formerly Theta Finch, who acknowledged to and before me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office this the 6th day of August, 1979.

Rhonda S. Carpenter
NOTARY PUBLIC

My Commission Expires:

RHONDA S. CARPENTER M.C.E. OCT. 31, 1981

4902

STATEMENT OF FEES

Filing .05
Recording Words @ 15¢ per 100 2.50
Certificate .50
Indexing 15¢ each Separate Subdivision 1.50
Total Fees 4.55

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 11 o'clock on 01 minutes P. M. on 9 day of Aug, A. D. 19 79 and recorded Aug 10, 1979 in Records of Deeds Book 863 Pages 446-447

G. N. Creel, Chancery Clerk

By Jo Burdeaux, D. C.

run Southerly along a line that is 21.000 meters (68.898 feet) Easterly of and parallel with the centerline of construction of said project, having a radius of 1631.000 meters (5351.050 feet), an arc distance of 5.342 meters (17.526 feet) [said arc having a chord bearing of South 00° 10' 53" West for a distance of 5.342 meters (17.526 feet)] to the Southern line of grantors property; thence run North 89° 53' 42" West along said Southern property line, a distance of 31.852 meters (104.501 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00° 24' 50" West along the present Eastern right-of-way line of said Cowan Road, a distance of 151.863 meters (498.238 feet) to the Northern line of grantors property; thence run North 89° 42' 46" East along said Northern property line, a distance of 12.190 meters (39.993 feet) to the point of beginning, containing 0.520 hectares (1.286 acres), more or less and being situated in and a part of the Lots 6 through 25, Block 4, Abyssinia Subdivision, Plat Book 7, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, the Northeast 1/4, Section 31, Township 7 South, Range 10 West.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or Legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

The grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness this signature the 26th Day of August, A.D., 19 98.

Gulf South Capital Corporation
By [signature] President

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 94-9371-00-005-10

Grantor Address:
Gulf South Capital Corp.
909 Poydras St., Suite 1700
New Orleans, LA 70112
Phone Number:
Business Number: (504) 584-5000

BOOK 1427 PAGE 434

Project No. 94-9371-00-005-10
Parcel No. 044-0-00-W
County HARRISON

Whereas, at a special meeting of the Board of Directors of this Corporation duly held on the 26th day of August 19 98, the board duly passed a resolution authorizing the sale, conveyance, and transfer of certain property to the Mississippi Department of Transportation for the sum of $ 150,000 ;

Be it resolved that Joseph C. Canizaro

is / are hereby authorized, empowered and directed to execute and deliver unto the Mississippi Transportation Commission a deed to 1.286 acres of land as described above.

That the principal terms of the transaction and the nature and amount of the consideration, and the resolution of the board of directors hereinabove set forth, be and the same hereby are approved by the stockholders of this corporation as set forth by its charter, said approval is recorded in Corporation Minute Book n/a at Page n/a .

ATTEST: Secretary

Chairman of Board
Joseph C. Canizaro

Name of Corporation
Gulf South Capital Corp.

Address
909 Poydras Street, Suite 1700
New Orleans, LA 70112

(CORPORATE SEAL)

Instrument No. 7875

STATEMENT OF FEES

Recording Fee $6.00
Records Management Fee $1.00
Abstraction/Search Fee
$1.00
Marginal Entry
Other
TOTAL FEES COLLECTED 8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 8 o'clock and 03 minutes A. M. on 19 day of Oct, A.D. 19 98 and recorded Oct 20, 19 98 in Records of Deeds Book 1427 Pages 429-434

JOHN McADAMS, Chancery Clerk

By Nellie Boulle, D.C.

LAWRENCE-GREENWOOD 00659

PARCEL A

A parcel of land being a portion of Lots 6 through 15, Block 4, and being all of Lots 31 through 40, inclusive of Block 4 and all of Lots 6 though 15, inclusive of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk, and together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being more particularly described as follows:

Beginning at a ½" iron rod found at the Northeast corner of Lot 31, Block 4, of ABYSSINIA SUBDIVISION, S89°29'52"E 19.77 feet to a capped ½" iron rod set in the center of Baker Street; thence S89°29'52"E 160.44 feet to a ½" iron rod found; thence S00°09'29"E 250.02 feet to a capped ½" iron rod set; thence N89°29'52"W 141.58 feet to the Southwest corner of Lot 15, Block 4, of ABYSSINIA SUBDIVISION; thence N89°29'23"W 39.55 feet to a capped ½" iron rod set at the Southeast corner of Lot 40, Block 4, of ABYSSINIA SUBDIVISION; thence S89°48'15"W 144.43 feet to a capped ½" iron rod set lying on the East margin of Cowan-Lorraine Road (Also known as Highway 605); thence along said East margin, N00°00'59"E 250.00 feet to a ½" iron rod found; thence N89°48'15"E 144.58 feet to the point of beginning. Said parcel contains 1.87 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, also a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION and also a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION.

PARCEL B

A parcel of land being a portion of Lots 16 through 25, Block 4, and being all of Lots 41 through 50, inclusive of Block 4, and all of Lots 16 through 25, inclusive, of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk. Said parcel also, being all of Lots 19 through 34, inclusive, of Block 7, and all of Lots 35 through 54, inclusive, of Block 6, EUREKA SUBDIVISION, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being particularly described as follows:

Beginning at a ¾" iron pipe found at the Northwest corner of Lot 19, Block 7, of EUREKA SUBDIVISION, S89°58'22"E 144.96 feet to a ¾" iron pipe found; thence S88°48'52"E 19.31 feet to a capped ½" iron rod set at the Southwest corner of Lot 51, Block 6, EUREKA SUBDIVISION, said point also lying on the East margin of Howard Street; thence along the East margin of Howard Street, N00°09'02"E 100.00 feet to a ¾" iron pipe found at the Northwest corner of Lot 54, Block 6, EUREKA SUBDIVISION; thence along the North line of Lot 54,

Block 6, EUREKA SUBDIVISION, S89°51'16"E 125.06 feet to a ¾" iron pipe found at the Northeast corner of said Lot 54, Block 6; thence S00°07'59"W 500.00 feet to a capped ½" iron rod set at the Southeast corner of Lot 35, Block 6, EUREKA SUBDIVISION, said point also lying on the North margin of North Street; thence also said North margin, N89°52'34"W 145.00 feet to a 1" iron pipe found; thence continue along said North margin, N89°46'44"W 144.88 feet to a 1" iron pipe found at the Southwest corner of Lot 34, Block 7, EUREKA SUBDIVISION; thence S86°44'58"W 23.60 feet to a ¾" iron pipe found lying on the East boundary line of the property now or formerly of HSC Cowan Road, LLC as recorded in Deed Instrument Number 2017-0000147-D-J1; thence along the East boundary line of said HSC Cowan Road, LLC property, N00°26'40"W 76.17 feet to a 1/2 " iron rod found at the Southeast corner of the property now or formerly of Lacuesta; thence along the East boundary line of Lacuesta property, N00°25'47"E 149.87 feet to a ¾" iron pipe found at the Northeast corner of said Lacuesta property; thence along the North boundary line of said Lacuesta property, N89°40'11"W 328.00 feet to a ½" iron rod found lying on the East margin of Cowan – Lorraine Road (also known as Highway 605); thence along said East margin, along a curve to the left, having a radius of 5,351.05 feet, an arc length of 18.41 feet and a chord bearing and distance of N00°47'04"E 18.41 feet to a concrete monument found; thence continue along said East margin, N03°34'48"E 111.33 feet to a concrete monument found; thence continue along said East margin, N00°00'59"E 119.93 feet to a capped ½" iron rod set; thence leaving said East margin, N89°48'15"E 144.43 feet to a capped ½" iron rod set at the Northeast corner of Lot 41, Block 4, ABYSSINIA SUBDIVISION; thence S89°29'23"E 39.55 feet to a capped ½" iron rod set at the Northwest corner of Lot 16, Block 3, ABYSSINIA SUBDIVISION; thence S89°29'52"E 141.58 feet to a capped ½" iron rod set; thence S00°09'29"E 75.00 feet to a ½" iron rod found; thence S89°55'25"E 19.47 feet to the point of beginning. Containing 5.03 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION, a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION, a portion now or formerly Day Street lying West of Block 7, EUREKA SUBDIVISION, and a vacated portion of Howard Street lying between Block 6 and 7 of EUREKA SUBDIVISION.

PARCEL C

Lots Twenty-Three to Twenty-Eight (23-28) inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof, on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (copy Book 4 at Page 279) thereof; reference to which is hereby made in and of as a part of this description.

1st Judicial District
Instrument 2014 9229 D -J1
Filed/Recorded 11/18/2014 01:40 P
Total Fees $ 86.00
2 Pages Recorded

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682
Biloxi MS 39535
228-388-7441

Index: Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

THE PEOPLES BANK, BILOXI, MISSISSIPPI,

155 LaMeuse St, Biloxi, MS 39530, 228-435-5511,

does hereby sell, convey and specially warrant unto

COLUMBUS MANAGEMENT, LLC,

909 Poydras St, Ste 1700, New Orleans, LA 70112, 504-584-5000,

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

Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (Copy Book 4 at Page 279) thereof; reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

THE SUBJECT PROPERTY IS CONVEYED IN ITS 'AS-IS, WHERE-IS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION BY THE GRANTOR, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF, The Peoples Bank, Biloxi, Mississippi has caused this conveyance to be executed by its duly authorized officer after having first been duly authorized to do so, on this the 17th day of November, 2014.

The Peoples Bank, Biloxi, Mississippi

BY: Chevis C. Swetman
Name: Chevis Swetman
Title: President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Chevis C. Swetman, who acknowledge that he/she is/are the President of The Peoples Bank, Biloxi, Mississippi, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 2014.

Kristi M. Gilbert
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
KRISTI M. GILBERT
ID No
81780
Comm Expires
July 5, 2018
NOTARY PUBLIC
HARRISON COUNTY

1st Judicial District
Instrument 2014 9229 D -J1
Filed/Recorded 11/18/2014 01:40 P
Total Fees $ 35.00
2 Pages Recorded

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682
Biloxi MS 39535
228-388-7441

Index: Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (Copy Book 4 at Page 279) thereof; reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

THE SUBJECT PROPERTY IS CONVEYED IN ITS 'AS-IS, WHERE-IS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION BY THE GRANTOR, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF, The Peoples Bank, Biloxi, Mississippi has caused this conveyance to be executed by its duly authorized officer after having first been duly authorized to do so, on this the 17th day of November, 2014.

The Peoples Bank, Biloxi, Mississippi

BY: Chevis Swetman
Name: Chevis Swetman
Title: President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Chevis C. Swetman, who acknowledge that he/she is/are the President of The Peoples Bank, Biloxi, Mississippi, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 2014.

Kristi M. Gilbert
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
KRISTI M. GILBERT
ID No 81750
Comm Expires July 5, 2018
NOTARY PUBLIC
HARRISON COUNTY

BOOK 50 PAGE 196

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
GULF SOUTH CAPITAL CORPORATION

Pursuant to Section 79-4-10.06 of the Mississippi Business Corporations Act (the "Act"), Gulf South Capital Corporation, a Mississippi profit corporation (the "Corporation"), acting through its undersigned President, does hereby certify the following:

1. On the date hereof, acting pursuant to Section 79-4-8.21 of the Act and the Corporation's Articles of Incorporation (the "Articles"), the Board of Directors and the holders of all the issued and outstanding shares of common stock of the Corporation each executed a written consent approving an amendment to the Articles to effect the changes set forth below.

FILED
12/18/1998
ERIC CLARK
Secretary of State
State of Mississippi

2. Effective the date hereof, Article 1 of the Articles shall be amended to read in its entirety as follows:

> "1. The corporate title of said company is: COLUMBUS MANAGEMENT, INC."

3. Except as amended by these Articles of Amendment, the Articles of Incorporation of the Corporation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President has executed these Articles of Amendment on December 17, 1998.

GULF SOUTH CAPITAL CORPORATION

By: _____
Joseph C. Canizaro, President

CORR84241.1

BOOK 50 PAGE 197

JONES, WALKER
WAECHTER, POITEVENT
CARRÈRE & DENÈGRE, L.L.P.

M. FERNANDA GONZALEZ
LEGAL ASSISTANT
504-582-8303
FAX 504-582-8012
fgonzalez@jwlaw.com

201 ST. CHARLES AVENUE
NEW ORLEANS, LOUISIANA 70170-5100

December 17, 1998

VIA FEDERAL EXPRESS
Mississippi Secretary of State
Corporations Division
202 Noxth Congress St.
Suite 601
Jackson, MS 39201

RE: **Articles of Amendment for Gulf South Capital Corporation**
JW file # 00327/72690-00

PLEASE EXPEDITE **PLEASE EXPEDITE** **PLEASE EXPEDITE**

Dear Sir/Madam:

I am enclosing for filing with your office, expedited service requested, the Articles of Amendment for the above-referenced entity.

Please charge the necessary fees for this request to , in the name of William B. Masters. Please return a certified copy of this filing to my attention via our Fed Ex account number 0701-0181-5.

Should you have any questions regarding this request, I may be reached at (504) 582-8303. Thank you for your prompt attention to this request.

Very truly yours,

Fernanda

M. Fernanda Gonzalez

BOOK 50 PAGE 198

Return To:
Columbus Properties LP
909 Poydras Street, Suite 1700
New Orleans, LA. 70112

STATE OF MISSISSIPPI
I hereby certify that this is a true and complete copy of the 2 page document on file in this office.
DATED 11 . 15 19 99
Tito Clark
BY: [illegible]
This Certification Stamp Replaces Our Previous Certification System.

#8077 STATEMENT OF FEES

Recording Fee $5.00
Abstracting/Section Fee at $1.00 each —
Marginal Entry at .50 each —
Other Records Mgmnt 1.00
TOTAL FEES COLLECTED 7.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 8 o'clock and 05 minutes A. M. on 13 day of Dec, A.D. 19 99 and recorded Dec 14, 19 99 in Records of Charter Book 50 Pages 196-198

John McAdams, Chancery Clerk
By [illegible] D.C.

OPERATING AGREEMENT AND BY-LAWS

OF

COLUMBUS MANAGEMENT, L.L.C.

TABLE OF CONTENTS

ARTICLE I	OFFICES AND RECORDS	1
Section 1.1	Registered Office and Registered Agent	1
Section 1.2	Other Offices	1
Section 1.3	Maintenance of Books	1
Section 1.4	No State Law Partnership	1
Section 1.5	Title to Company Assets	1
ARTICLE II	DETERMINATION OF AND MEETINGS OF MEMBERS	2
Section 2.1	Record Date	2
Section 2.2	Place of Meetings	2
Section 2.3	Annual Meetings	2
Section 2.4	Special Meetings	2
Section 2.5	Notice of Meetings	2
Section 2.6	Agenda and Conduct of Meetings	2
Section 2.7	Quorum	3
Section 2.8	Proxies	3
Section 2.9	Action by Members	3
ARTICLE III	MANAGEMENT	4
Section 3.1	Management of the Company's Affairs	4
Section 3.2	Election; Removal; Vacancies	4
Section 3.3	Officers	5
Section 3.4	Compensation	7
ARTICLE IV	MEETINGS OF THE BOARD OF DIRECTORS	7
Section 4.1	Place of Meetings	7
Section 4.2	Meetings; Notice	7
Section 4.3	Quorum; Acts of the Board	8
Section 4.4	Action by Unanimous Written Consent	8
Section 4.5	Meetings by Telephone or Similar Communication	8
Section 4.6	Committees	8
Section 4.7	Remuneration to Directors	8
Section 4.8	Resignations	8
ARTICLE V	DIVIDENDS	9
Section 5.1	Dividends	9
Section 5.2	Limitation	9
ARTICLE VI	SHARES	9
Section 6.1	Shares	9
Section 6.2	Members	9
Section 6.3	Liability to Third Parties	10
Section 6.4	Certificates	10

Section 6.5	Register, Registration of Transfer and Exchange	10
Section 6.6	Mutilated, Destroyed, Lost or Stolen Certificates	11
Section 6.7	Return of Consideration; Withdrawal and Expulsion	12
ARTICLE VII	DISSOLUTION; LIQUIDATION AND TERMINATION	12
Section 7.1	Dissolution	12
Section 7.2	Liquidation and Termination	12
ARTICLE VIII	AMENDMENTS	13
Section 8.1	Amendments to this Agreement	13
Section 8.2	Amendments to Articles	14
ARTICLE IX	LIMITATION OF LIABILITY; INDEMNIFICATION	14
Section 9.1	Limitation of Liability	14
Section 9.2	Right to Indemnification	14
Section 9.3	Advance Payment	14
Section 9.4	*Nonexclusivity of Rights*	15
Section 9.5	Insurance	15
Section 9.6	Savings Clause	15
ARTICLE X	GENERAL PROVISIONS	15
Section 10.1	Notices	15
Section 10.2	Governing Law; Severability	15
Section 10.3	Counterparts	16
Section 10.4	Fiscal Year	16

OPERATING AGREEMENT AND BY-LAWS
OF
COLUMBUS MANAGEMENT, L.L.C.

This Operating Agreement and By-laws (this "Agreement"), made and entered into effective as of December 14, 2001, the date and time that the Louisiana Secretary of State issues a certificate of organization for the Company, constitutes the Operating Agreement for Columbus Management, L.L.C. (the "Company"). This Agreement and the Articles of Organization of the Company (the "Articles") shall be binding on all holders of Shares (as defined in the Articles) of the Company as members of the Company and all transferees of such Shares as substituted or additional members of the Company (collectively, the "Members" and individually, a "Member").

ARTICLE I
OFFICES AND RECORDS

1.1 *Registered Office and Registered Agent.* The Company's registered office and registered agent required by the Limited Liability Company Law of Louisiana (as amended from time to time and any successor statute, the "Act") to be continuously maintained in Louisiana shall be the registered office and agent named in the initial report filed with the Articles or such other office or agent as the Board of Directors (as hereinafter defined) may designate from time to time in the manner provided by the Act.

1.2 *Other Offices.* The Company may also have offices at such other places both within and without Louisiana as the Board of Directors may from time to time determine or the business of the Company may require.

1.3 *Maintenance of Books.* The Company shall keep books and records of accounts on an accrual or cash basis as determined by the Board of Directors and shall keep minutes of the proceedings of its Board of Directors and its Members.

1.4 *No State Law Partnership.* The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member for any purposes and this Agreement may not be construed to suggest otherwise. The Members intend that the Company be taxed as a corporation for federal income tax purposes.

1.5 *Title to Company Assets.* Title to Company assets, whether real, personal or mixed and whether corporeal or incorporeal, shall be deemed to be owned by the Company as an entity and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Title to any or all of the Company assets may be held in the name of the Company or one or more of its affiliates or one or more nominees, as the Board of Directors may determine. All Company assets shall be recorded as the property of the Company in its books and records, irrespective of the name in which record title to such Company assets is held.

ARTICLE II
DETERMINATION OF AND MEETINGS OF MEMBERS

2.1 *Record Date.* The Board of Directors may fix in advance a record date for the purpose of determining Members entitled to notice of and to vote at a meeting, receive a dividend or other distribution or in order to make a determination of Members for any other purpose; however, such date must not be more than sixty days, and, if fixed for the purpose of determining Members entitled to notice of and to vote at a meeting, not less than ten days, prior to the date on which the action requiring the determination of Members is to be taken. If no record date is fixed for the purpose of determining Members (a) entitled to notice of and to vote at a meeting, the close of business on the day before notice of the meeting is mailed, or if notice is waived, the close of business on the day before the meeting, shall be the record date for such purpose, or (b) for any other purpose or action, the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose or action shall be the record date. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.2 *Place of Meetings.* All meetings of Members shall be held at the principal place of business of the Company or at such other place as shall be specified by the Board of Directors in the notices or waivers of notice thereof.

2.3 *Annual Meetings.* An annual meeting of the Members shall be held each year on the first Monday of September of each year, unless such day is a legal holiday, in which case on the next business day following, at 7:00 o'clock P.M., or on such other date or at such other time as may be designated by the Board of Directors, for the purpose of electing individuals to serve as members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

2.4 *Special Meetings.* Special meetings of Members for any purpose or purposes may be called by the Chairman, the President or the Board of Directors. At any time, upon the written request of any two Directors or of the holders of 40% of the Shares then issued and outstanding, the Secretary shall call a special meeting to be held at the registered office of the Company at such time as the Secretary may fix, not less than fifteen nor more than sixty days after the receipt of said request, and if the Secretary shall neglect or refuse to fix such time or to give notice of the meeting, the Members making the request may do so.

2.5 *Notice of Meetings.* The authorized person or persons calling a Members' meeting shall cause written notice of the time, place and purpose of the meeting to be given to all Members at least ten days before the meeting in the case of the annual meeting or a special meeting and in both cases not more than 60 days prior to the day fixed for the meeting.

2.6 *Agenda and Conduct of Meetings.* The business to be conducted at a Members' meeting shall be limited to the purpose or purposes stated in the notice of the meeting, provided

that other matters may be considered if all Members are present or represented at the meeting and consent thereto. The Chairman shall preside over any meetings of Members and shall have the authority to make all decisions regarding the conduct of the meeting.

2.7 *Quorum.* Except as herein provided, the presence, in person or by proxy, of Members holding a majority of the total voting power shall constitute a quorum at all meetings of Members. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power present, whether by person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, the Articles or this Agreement, a different vote is required, in which case such express provision shall govern and control the decision of such question. Directors shall be elected by plurality vote.

If a quorum is present or represented at a duly organized meeting, such meeting may continue to do business until adjournment, notwithstanding the withdrawal of Members or the refusal of any Members present to vote. If an annual or special meeting cannot be organized because a quorum is not present, the Members present may adjourn the meeting from time to time without notice, unless a new record date is fixed for the adjourned meeting, but any meeting at which Directors are to be elected shall be adjourned only from day to day until such Directors shall have been elected. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purposes of electing Directors. If the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Members may participate in and be present at a meeting of the Members by means of conference telephone or similar communications equipment if all persons participating in such meeting can hear and communicate with each other.

2.8 *Proxies.* A Member may vote either in person or by proxy executed in writing by the Member. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

2.9 *Action by Members.* Except as provided in this Section 2.9, every action of Members must be taken at a meeting of Members. Any action permitted or required by the Act or this Agreement to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by all of the Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Louisiana Secretary of State.

ARTICLE III
MANAGEMENT

3.1 *Management of the Company's Affairs.* As provided in the Articles and this Agreement, all management powers over the business and affairs of the Company shall be exclusively vested in a Board of Directors (the "Board of Directors") consisting of not less than one nor more than five individuals, as set from time to time by resolutions adopted by the Board of Directors, and, subject to the direction of the Board of Directors, the officers elected by the Board of Directors in accordance with the terms of this Agreement (the "Officers"), who shall collectively (Officers and Directors) constitute "managers" of the Company within the meaning of the Act. No Director need be a Member. No Member, by virtue of having the status of a Member, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors on the one hand and of the Officers on the other shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the Louisiana Business Corporation Law. Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company. In addition to the powers that now or hereafter can be granted to managers under the Act and to all other powers granted under any other provision of this Agreement, the Board of Directors and the Officers (subject to the direction of the Board of Directors) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company.

3.2 *Election; Removal; Vacancies.*

(a) Directors, other than the first Board of Directors, shall be elected at the annual meeting of Members by a plurality vote of the Shares present in person or represented by proxy at such meeting, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

(b) The Members, by vote of a majority of the total voting power at any special meeting called for the purpose, may remove from office any one or more of the Directors, notwithstanding that his, her or their terms of office may not have expired, and may at such meeting elect one or more successors, as the case may be, for the unexpired term.

(c) Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by a majority of the Directors remaining in office; provided that the Members shall have the right to fill

the vacancy at any special meeting called for such purpose prior to such action by the Board.

3.3 *Officers.*

(a) *General.* The Board of Directors shall appoint agents of the Company who shall be referred to as "Officers" of the Company. Unless provided otherwise by resolution of the Board of Directors, the Officers shall have the titles, power, authority and duties described below in this Section 3.3

(b) *Titles and Number.* The Officers of the Company shall be the Chairman of the Board/Chief Executive Officer, the President, the Secretary and a Treasurer. There shall be appointed from time to time, in accordance with Section 3.3(c), such Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors may desire. Any person may hold two or more offices, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

(c) *Appointment and Term of Office.* The Officers shall be appointed by the Board of Directors at such time and for such term as the Board of Directors shall determine. Any Officer may be removed, with or without cause, only by the Board of Directors. Vacancies in any office may be filled only by the Board of Directors.

(d) *Chairman of the Board/Chief Executive Officer.* The Chairman of the Board shall be the chief executive officer of the Company and shall have the general powers, duties and responsibilities of supervision and management inherent in such office as well as such additional powers and duties as the Board of Directors may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Directors and Members. He shall be an ex-officio member of all committees of the Board of Directors, except that he shall be a full member and entitled to all rights and privileges pertaining thereto with respect to committees on which he is named a full member.

(e) *President.* The President, subject to the direction of the Board of Directors and the Chairman of the Board, shall be the chief operating officer of the Company and shall be responsible for the management and direction of the day-to-day business and affairs of the Company, its other Officers, employees and agents, shall supervise generally the affairs of the Company and shall have full authority to execute all documents and take all actions that the Company may legally take. The President shall exercise such other powers and perform such other duties as may be assigned to him by this

Agreement, the Board of Directors and the Chairman of the Board. The President shall preside at all Member meetings and all meetings of the Board of Directors and Members in the absence of the Chairman of the Board.

(f) *Vice Presidents.* Each Vice President appointed by the Board of Directors shall, in the absence or disability of the President, have all of the powers and duties conferred upon the President, including the same power as the President to execute documents on behalf of the Company. Each such Vice President shall perform such other duties and may exercise such other powers as may from time to time be assigned to him by the Board of Directors or the President.

(g) *Secretary and Assistant Secretaries.* The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Board of Directors and Members, except that the President, in his discretion, may arrange for the recordation of any meeting of Directors or Members by a stenographer. The Secretary shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Board of Directors or the President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

(h) *Treasurer and Assistant Treasurers.* The Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board of Directors or the President. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as this Agreement, the Board of Directors or the President shall designate from time to time. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer's absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company.

(i) *Powers of Attorney.* The Company may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other persons.

(j) *Delegation of Authority.* Unless otherwise provided by resolution of the Board of Directors, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

3.4 *Compensation.* The Directors and Officers shall receive such compensation for their services as may be designated by the Board of Directors. In addition, the Officers shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the ordinary course of their service hereunder. In addition, the members of the Board of Directors shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in attending each regular and special meeting of the Board of Directors.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

4.1 *Place of Meetings.* The meetings of the Board of Directors may be held at the principal office of the Company or at such other place, within or without the State of Louisiana, as may be designated by majority of the Board of Directors from time to time.

4.2 *Meetings; Notice.* Regular meetings of the Board of Directors shall be held on the third Thursday of March, June, September and December of each year, upon at least five days' written notice from the President or Secretary or at such other time as shall from time to time be determined by the Board, provided that notice of such determination shall be given to all Directors. Special meetings of the Board of Directors may be called by the Chairman or President on no less than two days' notice given to each director, either personally or by telephone, mail, facsimile transmission, e-mail or any other comparable form of communication. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors, and if the President or Secretary fail or refuse, then the two Directors may call the meeting on two days' written notice given to each Director. Special meetings shall be held at the principal place of business of the Company, unless otherwise determined by the Board of Directors. Notwithstanding the above, a meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of Members at the same location as such meeting of Members, and no notice of such meeting of the Board of Directors shall be necessary to legally constitute the meeting, provided a quorum shall be present. Members of the Board of Directors present or represented at any meeting shall be deemed to have received due notice, or to have waived, notice thereof, except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.3 *Quorum; Acts of the Board.* A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the act of a majority of the members of the Board of Directors present shall be the act of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, the Board of Directors present may adjourn the meeting without notice other than announcement at the meeting, until a quorum is present. If a quorum is present when the meeting is convened, the members present may continue to do business notwithstanding the withdrawal of enough members to leave less than a quorum or the refusal of any member present to vote.

4.4 *Action by Unanimous Written Consent.* Any action which may be taken at a meeting of the Board of Directors may be taken by a consent in writing signed by all of the members of the Board of Directors and filed with the records of proceedings of the Board of Directors.

4.5 *Meetings by Telephone or Similar Communication.* Members of the Board of Directors may participate in and be present at any meeting of the Board of Directors by means of conference telephone or similar communications equipment if all persons participating in such meeting can hear and communicate with each other.

4.6 *Committees.* The Board of Directors may designate one or more committees, each committee to consist of two or more of the Directors of the Company (and one or more Directors may be named as alternate members to replace any absent or disqualified regular members of such committees), which, to the extent provided by resolution of the Board of Directors or this Agreement, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Company, and may have power to authorize the seal of the Company to be affixed to documents. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Any vacancy occurring in any such committee shall be filled by the Board of Directors, but the Chairman may designate another Director to serve on any such committee pending action by the Board. Each such committee shall hold office during the term of this Board of Directors constituting it, unless otherwise ordered by the Board of Directors, and shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

4.7 *Remuneration to Directors.* Members of the Board of Directors, as such, shall receive such salary for their services by resolution of the Board of Directors, and shall receive the actual expenses of attendance, if any, for each regular or special meeting of the Board of Directors; but this section does not preclude any Director from serving the Company in any other capacity and receiving compensation therefore.

4.8 *Resignations.* The resignation of a Director shall take effect on receipt thereof by the President or Secretary or any later date not more than 30 days after such receipt, specified therein.

ARTICLE V
DIVIDENDS

5.1 *Dividends.* Subject to Section 5.2, the Board of Directors at any regular or special meeting may from time to time declare, and the Company may pay, dividends in cash, property or its own Shares.

5.2 *Limitation.* No dividend or other distribution shall be made by the Company if, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities. The Company may base a determination that a distribution is not prohibited under this Section 5.2 either on financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances or a fair valuation or other method that is reasonable under the circumstances. For purposes of this Section 5.2, generally accepted accounting principles are deemed to be reasonable. The effect of a distribution under this Section shall be measured as of the date upon which the distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date upon which payment is made if it occurs more than 120 days after the date of authorization.

ARTICLE VI
SHARES

6.1 *Shares.* The holders of Shares (a) shall be entitled on a pro rata basis to such distributions, if any, as shall be provided thereon from time to time by the Board of Directors, (b) upon liquidation or dissolution of the Company, shall be entitled on a pro rata basis to all remaining assets after satisfaction of the Company's liabilities to creditors, (c) shall not be subject to any right of redemption by the Company (except as otherwise provided in this Agreement) and (d) shall be entitled to one vote per Share on matters submitted to a vote or consent of Members. Each Share shall be identical in all respects with each other Share.

6.2 *Members.*

(a) A Person shall be admitted as a Member, and shall become bound by this Agreement, if such Person executes this Agreement or, without such execution, if such Person purchases or otherwise lawfully acquires any Shares and becomes the record holder of such Shares in accordance with the provisions of this Agreement. For purposes of this Agreement and the Articles, "Person" means any individual, partnership, corporation, limited liability company, trust or other entity. In the case of a Member who is not a natural person, such Member may act through any Person authorized by such Member.

(b) The name and mailing address of each Member shall be listed on the books and records of the Company. The Secretary of the Company shall be

required to update the books and records from time to time as necessary to accurately reflect the information therein. A Member's Shares shall be represented by the Certificate (as hereinafter defined) held by such Member.

6.3 *Liability to Third Parties.* No Member or beneficial owner of Shares shall be liable for the debts, obligations or liabilities of the Company.

6.4 *Certificates.* Certificates ("Certificates") evidencing Shares shall be in such form, not inconsistent with that required by the Act or any other law and this Agreement, as shall be approved by the Board of Directors. The Company shall issue to each Member one or more Certificates, signed by the President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Company certifying the number of Shares owned by such Member; provided, however, that any of or all the signatures on the Certificate may be facsimile. In case any Officer who shall have signed or whose facsimile signature or signatures shall have been placed upon any such Certificate or Certificates shall have ceased to be such Officer before such Certificate is issued by the Company, such Certificate may nevertheless be issued by the Company with the same effect as if such person were such Officer at the date of issue. Certificates shall be consecutively numbered and shall be entered in the books and records of the Company as they are issued and shall exhibit the holder's name and number of Shares.

6.5 *Register, Registration of Transfer and Exchange.*

(a) The Company shall keep or cause to be kept on behalf of the Company a register that, subject to any requirements of the Board of Directors and subject to the provisions of Section 6.5(b), will provide for the registration and transfer of Shares. The Company shall not recognize transfers of Shares unless the same are effected in the manner described in this Section 6.5. Upon surrender for registration of transfer of any Certificate, and subject to the provisions of Section 6.5(b), the appropriate Officers of the Company shall execute and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number of Shares as was evidenced by the Certificate so surrendered.

(b) The Company shall not be required to recognize any transfer of Shares until the Certificates evidencing such Shares are surrendered to the Company for registration of transfer. No charge shall be imposed by the Company for such transfer, *provided*, that, as a condition to the issuance of any new Certificate under this Section 6.5, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.

(c) By transfer of Shares in accordance with this Section 6.5, the transferor shall be deemed to have given the transferee the right to be admitted to the Company as a Member, and each transferee of Shares (including any nominee holder or an agent acquiring such Share for the account of another person) shall become a Member with respect to the Share so transferred to such person when any such transfer and admission is reflected in the books and records of the Company and shall be subject to the terms and conditions of the Articles and this Agreement.

(d) The Company shall be entitled to recognize the record holder as the owner of Shares and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Shares on the part of any other person, whether or not the Company shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule or regulation. Subject to the foregoing provisions of this Section 6.5(d), Shares shall be freely transferable. The transfer of any Shares and the admission of any new Member shall not constitute an amendment to this Agreement.

(e) Each dividend or other distribution in respect of the Shares shall be paid by the Company, directly or through any other person or agent, only to the record holders thereof as of the record date set forth the dividend or other distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

6.6 *Mutilated, Destroyed, Lost or Stolen Certificates.*

(a) If any mutilated Certificate is surrendered to the Company, then the appropriate Officers on behalf of the Company shall execute and deliver in exchange therefor, a new Certificate evidencing the same aggregate number and type of Shares as the Certificate so surrendered.

(b) The appropriate Officers on behalf of the Company shall execute and deliver a new Certificate in place of any Certificate previously issued if the record holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to an Officer, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested, delivers to the Company a bond, in form and substance satisfactory to the Company, with surety or sureties and with fixed or open penalty as the Company may reasonably direct, in its sole discretion, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the Company.

If a Member fails to notify the Company within a reasonable time after he has notice of the loss, destruction or theft of a Certificate, and a transfer of the Shares by the Certificate is registered before the Company receives such notification, the Member shall be precluded from making any claim against the Company for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 6.6, the Company may require the payment of a sum sufficient to cover any tax or other government charge that may be imposed in relation thereto and any other expenses reasonably connected therewith.

6.7 *Return of Consideration; Withdrawal and Expulsion.* A Member is not entitled to the return of any part of its consideration paid to the Company for any Shares or to be paid interest in respect thereto. Except as otherwise provided in this Agreement or in the Articles, no Member shall be entitled to a distribution upon such Member ceasing to be a Member for any reason. No Member shall be required to contribute or to lend any cash or property to the Company to enable the Company to return to a Member its consideration paid to the Company for any Shares. Members may not be expelled from the Company or withdraw from the Company, except by transferring Shares.

ARTICLE VII
DISSOLUTION; LIQUIDATION AND TERMINATION

7.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up only upon the affirmative vote of the Members holding the majority of the Shares present at the meeting. The termination of a Member's status as a Member shall not terminate or dissolve the Company.

7.2 *Liquidation and Termination.* On dissolution of the Company, the Board of Directors shall serve as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company's business with all of the power and authority of the Board of Directors and the Members. The steps to be accomplished by the liquidator are as follows:

subject, however, to the right of the Members to change or repeal any portion of this Agreement made or amended by the Directors.

8.2 *Amendments to Articles.* Except as provided herein, the approval of a majority of the Board of Directors and the approval of Members holding at least 2/3rds of issued and outstanding Shares shall be required to approve an amendment to the Articles of Organization. The Board of Directors, without the approval of the Members, may amend the Articles to change the certifying official or to delete or add one or more certifying officials.

ARTICLE IX
LIMITATION OF LIABILITY; INDEMNIFICATION

9.1 Limitation of Liability. Neither any Member or the Board of Directors (a "Director") nor any Officer shall be personally liable for monetary damages for breach of any duty provided for in La. R.S. 12:1314; provided, that this Section shall not limit or eliminate the liability of any Director or Officer for a breach of fiduciary duty, for the amount of a financial benefit received by the Director or Officer to which he or she is not entitled or for an intentional violation of a criminal law.

9.2 *Right to Indemnification.* Each person who is involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she is or was a Director or Officer of the Company shall be indemnified by the Company to the fullest extent permitted by law, as the same exists or may hereafter be in effect (but, in the case of any subsequent change in the law, only to the extent that such change permits the Company to provide broader indemnification rights than were permitted prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve as a Director or Officer. The rights granted pursuant to this Article shall be deemed contract rights, and no amendment, modification, or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

9.3 *Advance Payment.* The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under this Article who was, is, or is threatened to be made, a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of (a) a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and (b) a written

undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

9.4 *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or Officer may have or hereafter acquire under any law (common or statutory), provision of the Articles or this Agreement, any agreement, vote of Members, or otherwise.

9.5 *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself, and any person who is or was serving as a Director or Officer of the Company, against any expense, liability, or loss, whether or not the Company would have the power to indemnify such person against such expense, liability, or loss under this Article.

9.6 *Savings Clause.* If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Director or Officer indemnified pursuant to this Article as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X
GENERAL PROVISIONS

10.1 *Notices.* Except as expressly set forth to the contrary in the Articles or this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid or by delivering that writing to the recipient in person, by courier, or by facsimile transmission. A notice, request, or consent given under this Agreement is effective on receipt by the person to receive it; however, if such notice is placed in the United States mail, postage prepaid, and addressed to a Member at such Member's last known address, notice shall be deemed to have been received by such Member on two business days after such notice is placed in the mail. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on the books and records of the Company or such other address as that a Member may specify by notice to the Company. Any notice, request, or consent to the Company must be given at the following address: 909 Poydras Street, Suite 1700, New Orleans, Louisiana 70112. Whenever any notice is required to be given by law, the Articles, or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.2 *Governing Law; Severability.* This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Louisiana. If a direct conflict exists between the provisions of this Agreement and (a) any provision of the Articles or (b) any

mandatory provision of the Act, the applicable provision of the Articles or the Act shall control. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances not affected thereby shall be enforced to the greatest extent permitted by law.

10.3 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

10.4 *Fiscal Year.* The Board of Directors may adopt for and on behalf of the Company a fiscal or a calendar year.

IN WITNESS WHEREOF, the Organizational Member and the Company have executed and agreed to this Agreement as of the date first set forth above.

Joseph C. Canizaro
Organizational Member

COLUMBUS MANAGEMENT, L.L.C.

By: Joseph C. Canizaro, President

Members effective as of merger of Columbus Management, Inc. into the Company on December 30, 2001.

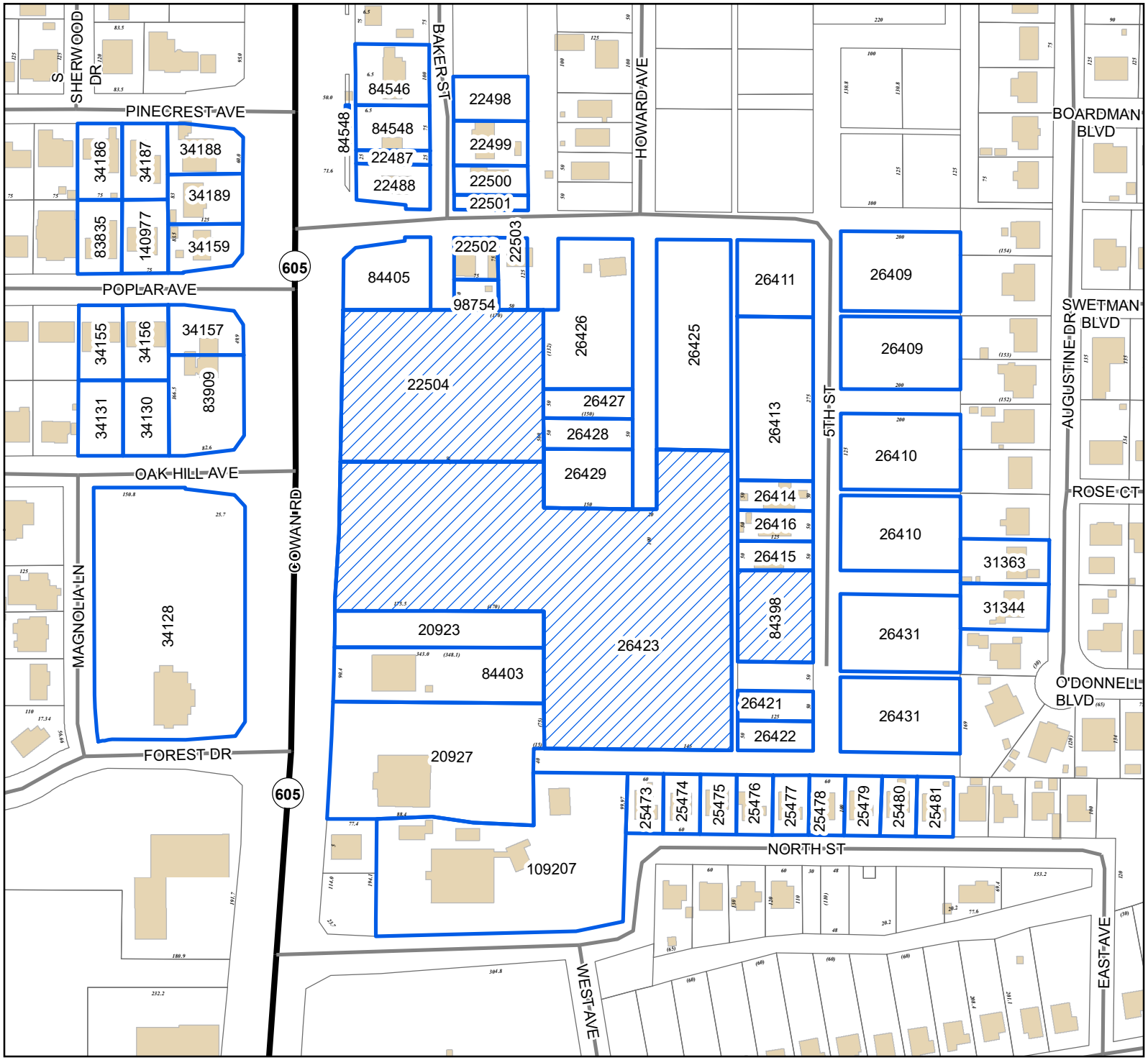
Joseph C. Canizaro

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	84398	1010K-04-006.000	COLUMBUS MANAGEMENT LLC (OWNER)	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
Y	26423	1010K-04-010.000	COLUMBUS MANAGEMENT LLC ETAL (OWNER)	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
Y	22504	1010K-04-021.000	GULF SOUTH CAPITOL CORP (OWNER)	909 POYDRAS ST STE-1700	NEW ORLEANS	LA	70112
Y			FREDDIE FOUNTAIN W/FOUNTAIN & ASSOCIATES, LLC (AGENT)	13334 SEAWAY ROAD, STE. 202	GULFPORT	MS	39503
N			**Adjacent Property Owners (2406PC082)**				
	84546	1010K-05-042.000	ANDREWS VICKI M	615 BAKER ST	GULFPORT	MS	39507
	26422	1010K-04-009.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
N	26429	1010K-04-016.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
N	117431	1010N-05-063.003	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	25480	1010N-05-071.000	BEAVERS PATRICIA A	2015 NORTH ST	GULFPORT	MS	39507
	84405	1010K-04-024.000	BELLWETHER LLC	11511 TREELAWN STREET	GULFPORT	MS	39507
	26428	1010K-04-015.000	BERON LAWRENCE & GREGORY & THOMAS	2200 NEELY STREET	JEFFERSON	LA	70121
	34159	1010L-02-078.000	CARTER VARINA	575 COWAN RD	GULFPORT	MS	39507
	31363	1010K-01-040.000	CECALA JOHN A -L/E-	706 AUGUSTINE DR	GULFPORT	MS	39507
	25475	1010N-05-076.000	CHAMBERS TERRELLE & TASHAWA	2005 NORTH ST	GULFPORT	MS	39507
	22503	1010K-04-022.000	COLE LILLIAN E -EST-	1427 5TH ST	GULFPORT	MS	39501
	26423	1010K-04-010.000	COLUMBUS MANAGEMENT LLC ETAL	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
	26415	1010K-04-005.000	CORNELSON JOHN E III & CRYSTAL M	503 EAST 5TH STREET	GULFPORT	MS	39507
	26426	1010K-04-013.000	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506
	22487	1010K-05-045.000	DALEY ROBERT M	P O BOX 4273	GULFPORT	MS	39502
	109207	1010N-05-079.001	DE L'EPEE DEAF CENTER INC	1790 POPPS FERRY RD	BILOXI	MS	39532
	25476	1010N-05-075.000	DREW DANIEL & KRISTI	2701 517TH ST NW	GIG HARBOR	WA	98335
	83909	1010L-03-025.002	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
N	34157	1010L-03-001.000	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
N	34130	1010L-03-025.001	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
	25473	1010N-05-078.000	GRACE MARGARET	2001 NORTH ST	GULFPORT	MS	39501
	26411	1010K-04-001.000	GULF STATES CONFERENCE ASSN ETAL	P O BOX 240249	MONTGOMERY	AL	36124
	26413	1010K-04-002.000	GULF STATES CONFERENCE ASSOCIATION	10633 ATLANTA HWY	MONTGOMERY	AL	36117
	22488	1010K-05-046.000	HAYES LUTHER C -EST-	1326 PINECREST AVE	GULFPORT	MS	39507
	26431	1010K-01-061.000	HUTCHINSON BRIDGET	18353 SKY LANE	SAUCIER	MS	39574
	34128	1010L-03-059.000	JNM OFFICE PROPERTY LLC	382 COURTHOUSE RD SUITE C	GULFPORT	MS	39507
	22500	1010K-05-024.000	JOHNSON MAMIE -ESTATE-	602 BAKER STREET	GULFPORT	MS	39501
	25487	1010N-05-060.000	JP SILVA PROPERTIES LLC	2740 TIDE MARK COVE	BILOXI	MS	39531
N	25488	1010N-05-061.000	JP SILVA PROPERTIES LLC	2740 TIDE MARK COVE	BILOXI	MS	39531
	84548	1010K-05-044.000	KENNDY LUCIUS	705 BAKER ST	GULFPORT	MS	39507
	25486	1010N-05-059.000	KNEALE ANTHONY P	2000 NORTH ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	34187	1010L-02-052.000	LANE VONCILE ETAL	1325 PINECREST AVE	GULFPORT	MS	39507
	34156	1010L-03-002.000	LEE FAITH -ETAL-	117 CONNIE DR	GULFPORT	MS	39503
	25489	1010N-05-062.000	LEE GLORIA	2006 NORTH ST	GULFPORT	MS	39507
	22501	1010K-05-023.000	LEWIS CHARLES E	610 BAKER ST	GULFPORT	MS	39507
N	22498	1010K-05-026.000	LEWIS CHARLES E	610 BAKER	GULFPORT	MS	39507
N	22499	1010K-05-025.000	LEWIS CHARLES E	610 BAKER	GULFPORT	MS	39507
	25478	1010N-05-073.000	LEWIS DAVID S & GRACE E	2011 NORTH ST	GULFPORT	MS	39507
	34188	1010L-02-051.000	LOVE ROGICK D	603 COWAN ROAD	GULFPORT	MS	39507
	34186	1010L-02-053.000	MAGEE ETHEL M -L/E-	1323 PINECREST AVE	GULFPORT	MS	39503
	22502	1010K-04-023.000	MCQUEEN MARY L -EST-	1425 5TH STREET	GULFPORT	MS	39501
	98754	1010K-04-023.001	MCQUEEN MARY L -EST-	1425 5TH ST	GULFPORT	MS	39501
	140977	1010L-02-077.001	MILNER WAYLON J & CHRISTINA L	1324 POPLAR AVE	GULFPORT	MS	39507
	25477	1010N-05-074.000	MOEINI MOHAMMAD -ESTATE-	P O BOX 8833	GULFPORT	MS	39506
	26427	1010K-04-014.000	MOORE EMMA LOU O'NEAL ETAL	314 42ND ST	GULFPORT	MS	39507
	26425	1010K-04-012.000	MOSEBAY KAROL L ETAL	3004 VALARIA DR	HIGHLAND	CA	92346
	34189	1010L-02-079.000	MYERS KENNETH R	P O BOX 7124	GULFPORT	MS	39506
	25479	1010N-05-072.000	NEKOOEI BEN	11201 LAMBERT WAY	STANTON	CA	90680
	26416	1010K-04-004.000	PARKER VIOLET M	504 5TH STREET	GULFPORT	MS	39507
	31344	1010K-01-041.000	PARRATORE DOLORES M -L/E-	508 HAYDEN DRIVE	GULFPORT	MS	39507
	26409	1010K-01-063.000	PIERCE MRS HUGH V & PARKER C	694 NATCHEZ DR	BROOKHAVEN	MS	39601
	117430	1010N-05-063.002	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	26421	1010K-04-008.000	PRESS KAREN J & THOMAS JACK D	527 A MAGNOLIA ST	GULFPORT	MS	39507
	26414	1010K-04-003.000	REYER EVELYN D VEIRLING	505 E 5TH ST	GULFPORT	MS	39507
	34155	1010L-03-003.000	REYNOLDS LEE ESTER	1323 POPLAR AVE	GULFPORT	MS	39501
N	34131	1010L-03-025.003	REYNOLDS LEE ESTER	1323 POPLAR AVE	GULFPORT	MS	39501
	26410	1010K-01-062.000	RICE JOHN B & ATWOOD L III ETAL	1172 CAMP STREET	NEW ORLEANS	LA	70130
	107040	1010N-05-063.001	SCOTT CARROL A	531 ROBINS ST	TUPELO	MS	38804
	25474	1010N-05-077.000	SWAW LECIA E	2003 NORTH ST	GULFPORT	MS	39507
	83835	1010L-02-077.000	TROBAUGH MARISSA ANN	1322 POPLAR AVE	GULFPORT	MS	39507
	20923	1010K-04-020.000	TYNES HOLDINGS LLC	4913 COURTHOUSE RD	GULFPORT	MS	39507
N	84403	1010K-04-019.000	TYNES HOLDINGS LLC	4913 COURTHOUSE RD	GULFPORT	MS	39507
	20927	1010K-04-018.000	VESCOVO ROBERT E SR & JO ELLA -TRUSTEES-	117 DEER MEADOWS CT	BALLWIN	MO	63011
	26420	1010K-04-007.000	WEBSTER DANIEL	P O BOX 1511	GULFPORT	MS	39502
	25481	1010N-05-070.000	WHITE CORA	2017 NORTH ST	GULFPORT	MS	39507

2406PC082

General Plan



Legend

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

0 30 60 90

Yards

1 inch = 230 feet

N W E S

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

RE: General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

2To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 23, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, May 23, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: <u>Zoning Map Amendment 2312PC140: (Remanded back by City Council, Tabled to May meeting due to applicant not being present.) (Withdrawn by Applicant)</u>

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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: January 12, 2024

Re: **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**

Planning Commission recommendation: To **approve** applicant request.

Motion: Mr. Hewes

Second: Mrs. Adolph

KEITH WILLIAMS	**– Chairman**
HAROLD SPANN	– Absent
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
BILL WILLIAMS	– Yea

Action: Motion carried unanimously.

Speaking for the Petition:
1. Vernon Floyd

Speaking against the Petition: None

On December 21, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for February 6, 2023.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2312PC140

Hearing Date: December 21, 2023

Current Zoning/Use: B-2 / Vacant lot

Legal: 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

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 10,596.53 square feet of property from B-2 (General business) to an R-2 (Single-family residence) district. Currently the property has the purposed house sitting on blocks and wheels and is adjacent to a non-conforming convenience store in a B-2 zoning district. As presented, the applicant requests to rezone the property from B-2 (General-business) to R-2 (Single-family) for the purpose of placing a single-family residence onto the property. Furthermore, the applicant states, "To accommodate the need for reasonably priced housing in the area." They plan to begin development (foundation to renovation) upon approval of the zoning change by the Planning Commission. The surrounding consistency of the neighborhood are areas containing general business districts, one-family, two-family and multiple-family dwellings.

The applicant has not provided as justifications for change of the current zoning district.

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

2. Need is addressed by the applicant as this zoning change would accommodate the need for reasonably priced housing in the area.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The applicant wishes to rezone the subject site from B-2 to R-2 in order to place a single-family residential dwelling unit onto the property. While the requested zoning allows for multi-family housing, it also allows for single-family homes and duplexes. While there are existing single-family homes adjacent to the subject site, said homes are pre-existing nonconforming and are within B-2 (General business) zoning districts.

The applicant has not proven with clear and convincing evidence for a zoning change as required by the state, however, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses and rezoning to R-2 would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Must comply with all Planning & Zoning rules and regulations.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2312PC140

Hearing Date: April 25, 2024

Current Zoning/Use: B-2 / Vacant lot

Legal: 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

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 10,596.53 square feet of property from B-2 (General business) to an R-2 (Single-family residence) district. Currently the property has the purposed house sitting on blocks and wheels and is adjacent to a non-conforming convenience store in a B-2 zoning district. As presented, the applicant requests to rezone the property from B-2 (General-business) to R-2 (Single-family) for the purpose of placing a single-family residence onto the property. Furthermore, the applicant states, "To accommodate the need for reasonably priced housing in the area, they wish to provide a much improved residential space on lots they purchases." They plan to begin development ("renovate the small house they purchased and place it on 4 lots and rent") upon approval of the zoning change by the Planning Commission. The surrounding consistency of the neighborhood are areas containing general business districts, one-family, two-family and multiple-family dwellings.

The applicant has not provided as justifications for change of the current zoning district.

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

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Technical Report

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The applicant has not proven with clear and convincing evidence for a zoning change as required by the state, however, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses and rezoning to R-2 would be in harmony with the existing neighborhood.

This case was rescinded by the City Council back to Planning Commission on February 28, 2024.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Must comply with all Planning & Zoning rules and regulations.
3. Planning Commission only gives recommendation. This will require approval from City Council.

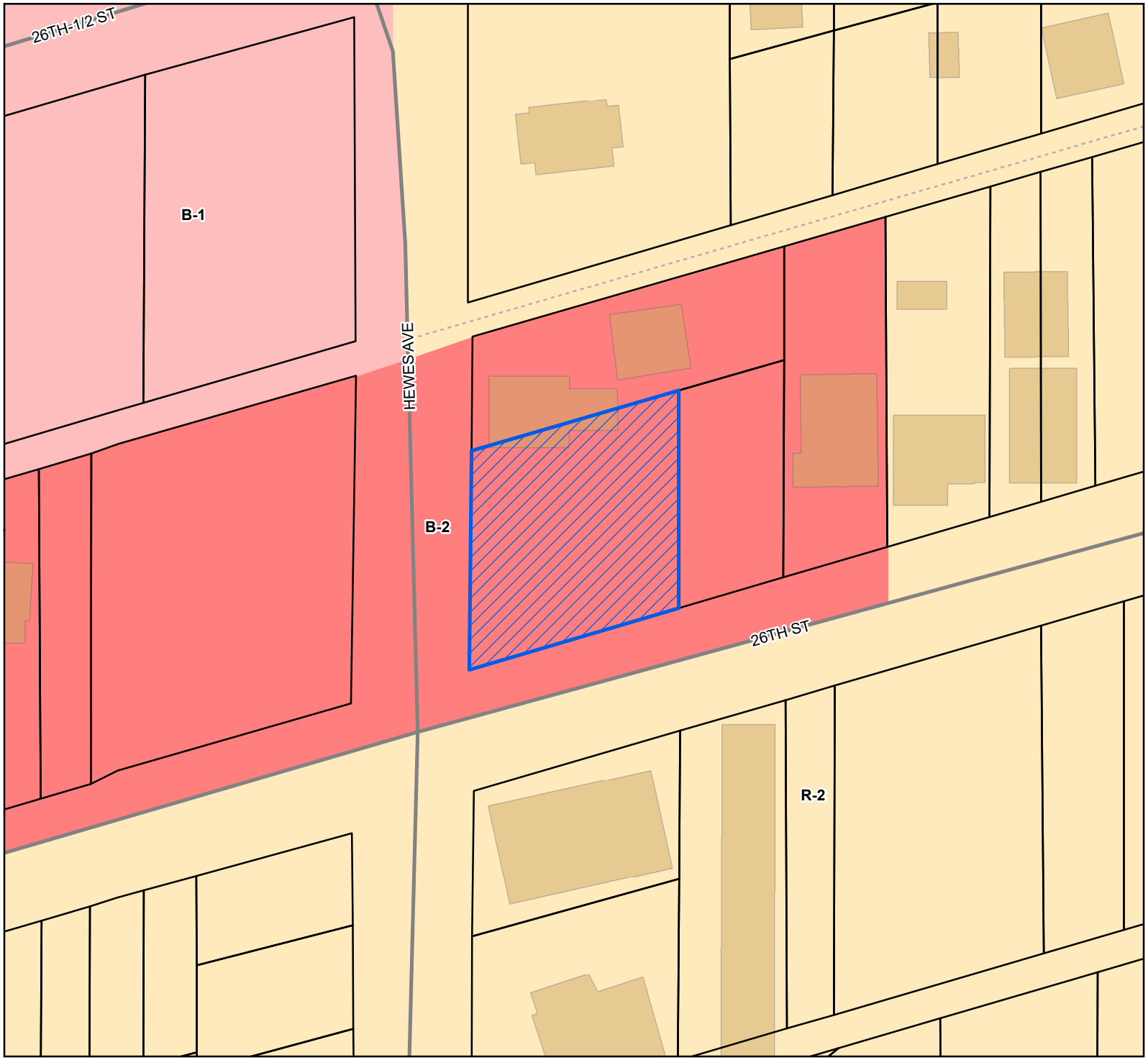
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2312PC140

Zoning Map Amendment



Site
Street
Alley
Parcels
Buildings

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

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

Site Information

0911C-01-024.000
Zoning: B-2 (General Business District)
Size:10596.53 sqft
Flood: X

0 10 20 30
Yards

1 inch = 67 feet

N W E S

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

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

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

For Staff Use Only

Case File #: 2312PC140

Date Received: 10/31/2023

Receipt #:

Received By: L Jt

Zoning: B-2

Ward: 3 Flood: X

Size: 10,596.53 sq ft

Property Information

TAX PARCEL # 0911C-01-024.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Hewes Avenue

Lot(s) 1-4, Block(s) , Subdivision Hewes Addition

General Location:

GENERAL DESCRIPTION OF REQUEST: Requesting to Rezone from B-2 to R-2

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 reauest.

OWNER	AGENT
VERNON FLOYD	
Printed Name Of Owner	Printed Name Of Agent
6125 Stagecoach Rd	
Mailing Address	Mailing Address
Rex GA 30273	
City State Zip code	City State Zip code
678) 438-4897	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
zfloyd@bellsouth.net	
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

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) CASSANDRA FLOYD

ADDRESS (STREET, CITY, STATE, ZIP CODE ~~621 3RD St~~ 3403 Sabine St, Apt 3950 1H

PHONE # (H) 678-438-4171 (W) _____

TAX PARCEL NUMBER(S) OWNED 0911C - 01 - 034 - 000

SIGNATURE: CFloyd

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

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: _____

Application for Zoning Map Amendment/Land Use Reclassification
Tax Parcel #0911C-01-024.000
0 Hewes Avenue Lots 1-4 Hewes Addition

Application Requirements

A. See Page 1 completed and signed application

B. Proof of ownership: see attached Deed

C. Not applicable

D. Not applicable

E. Why we're requesting rezoning?
To accommodate the need for reasonably priced housing in the area.

F1. Interest: We are 3rd Street or 17th Street LLC (Vernon & Cassandra Floyd) (678)438-4897. We own parcel #0911C-01-024.000 which is S105 feet of lots 1-4 block 21 of vacant land on Hewes Avenue in Gulfport. I am providing a copy of the County map showing adjacent parcels and owners.

Neighbor to north: Eddie Smith 228)539-7647

F2. Development Schedule: Beginning upon approval by City of Gpt of zoning change and completion will be in 90 days (foundation to renovation)

F3. Effect of Amendment: Will accommodate the need for reasonably priced housing. Otherwise there will be little to no effect to the surrounding property uses.

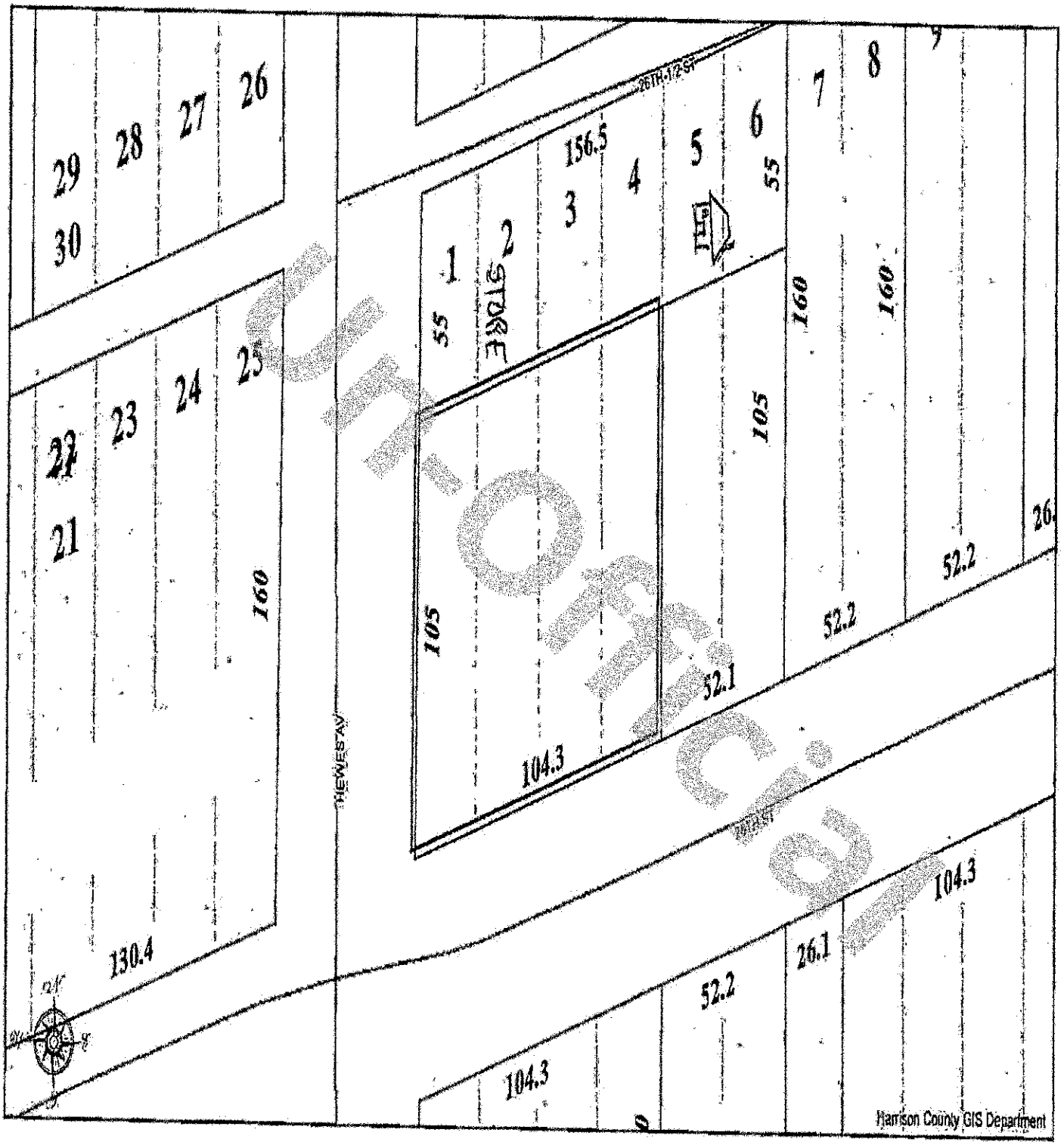
F4. Not applicable - no error

G. See check for $175 to City of Gpt (provided with application)

V Floyd

E. The neighborhood has supported less than 8 commercial businesses over decades. The community is majorly residential with very few affordable, nice rentals. We wish to provide a much improved residential space on lots we purchased. I grew up in the neighborhood and would like to return as an asset. Our plan is to renovate the small house we purchased, place it on the 4 lots and rent.

My Map



Unofficial

HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: July 19, 2022

0 50 100
Feet

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**3rd Street or 17th Street, LLC**	Control Number:	**21225886**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Lessors of Residential Buildings and Dwellings**
Principal Office Address:	**6125 STAGECOACH RD, REX, GA, 30273, USA**	Date of Formation / Registration Date:	**8/17/2021**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2023**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Cassandra Floyd**
Physical Address:	**6125 STAGECOACH RD, REX, GA, 30273, USA**
County:	**Clayton**

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: https://sos.ga.gov/

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Name History

Return to Business Search

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: https://sos.ga.gov/

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ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/17/2021 8:56:17 PM

BUSINESS INFORMATION

CONTROL NUMBER	21225886
BUSINESS NAME	3rd Street or 17th Street, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/17/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	6125 STAGECOACH RD, REX, GA, 30273, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Cassandra Floyd	6125 STAGECOACH RD, REX, GA, 30273, USA	Clayton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Cassandra Floyd	ORGANIZER	6125 STAGECOACH RD, REX, GA, 30273, USA
Vernon floyd	ORGANIZER	6125 STAGECOACH RD, REX, GA, 30273, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Cassandra Floyd, MD
AUTHORIZER TITLE	Member

Control Number : 21225886

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

3rd Street or 17th Street, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/17/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **08/23/2021**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/21/2022 3:41:08 PM

BUSINESS INFORMATION

CONTROL NUMBER	21225886
BUSINESS NAME	3rd Street or 17th Street, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/21/2022
ANNUAL REGISTRATION PERIOD	2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	6125 STAGECOACH RD, REX, GA, 30273, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Cassandra Floyd	6125 STAGECOACH RD, REX, GA, 30273, USA	Clayton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Vernon Floyd
AUTHORIZER TITLE	Authorized Person

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**3rd Street or 17th Street, LLC**	Control Number:	**21225886**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Owes Current Year AR**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Lessors of Residential Buildings and Dwellings**
Principal Office Address:	**6125 STAGECOACH RD, REX, GA, 30273, USA**	Date of Formation / Registration Date:	**8/17/2021**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Cassandra Floyd**

Physical Address: **6125 STAGECOACH RD, REX, GA, 30273, USA**

County: **Clayton**

Back

Filing History Name History

Return to Business Search

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Prepared by and Return to:

Cassandra Floyd, MD MS

6125 Stagecoach Road

Rex, GA 30273

678)438-4171

1st JUDICIAL DISTRICT
Instrument 2022-0018645-D-J1
Filed/Recorded 07/25/2022 2:47:01 PM
Total Fees 36.00
3 Pages Recorded

Index Information: S105 Ft of Lots 1 to 4 BLK 21 Hewes Addition

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Unofficial

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of $5,000 ($5,000), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

Valerie Lane and Bill Harrien Jr,

534 25th Street, Gulfport, MS 39507, (228)563-0340

does hereby sell, convey and quitclaim unto

3rd Street or 17th Street, LLC, A Georgia Limited Liability Company,

6125 Stagecoach Road, Rex, GA 30273, 678-438-4897

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

S 105 FT of Lots 1 to 4 BLK 21 Hewes Add, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi,

Lots 1 to 4, Block 21, Hewes Addition, Section 02, Township 08, Range 11

Parcel #0911C-01-024.000, PPIN 47691, Tax District 4G, Judicial Dist. 1

Of said Harrison County, MS

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

AD VALOREN TAXES for the current year have been pro-rated and are hereby assumed by the Grantees herein.

THE ABOVE DESCRIBED PROPERTY constitutes no part of the Grantor's homestead.

WITNESS MY SIGNATURE, on July 19, 2022.

Valerie Lane Bill Harrien

Valerie Lane and Bill Harrien Jr

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Valerie Lane and Bill Harrien Jr, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on July 19, 2022.

T McGilvery

NOTARY PUBLIC

My Commission Expires:
March 5, 2022

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 72235 TIFFANY McGILVERY Commission Expires March 5, 2024 HARRISON COUNTY

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			VERNON FLOYD (OWNER)	6125 STAGECOACH RD	REX	GA	30273
			Adjacent Property Owners (2312PC140)				
	117377	0911C-01-024.001	NOMADIC BUSINESS GROUP LLC	1700 NORTHSIDE DR NW #1407	ATLANTA	GA	30318
	118573	0911C-01-024.002	RODGERS MICHAEL	1702 61ST AVE	GULFPORT	MS	39501
	30407	0911C-01-013.000	SCOTT GWENDOLYN ANITA	2420 SOUTH WESTERN AVE APT 108	LOS ANGELES	CA	90018
	30367	0911C-01-041.000	HUTCHINS LYNDA & JAMES	528 26TH ST	GULFPORT	MS	39507
	30405	0911C-01-012.000	WHITE DWIGHT	527 26 1/2 ST	GULFPORT	MS	39506
	30386	0911C-01-025.000	CRAIN JON'KENDRIC	538 26TH STREET	GULFPORT	MS	39507
	30410	0911C-01-015.000	COLLINS ALBERT F	18628 W WORTHAM RD	SAUCIER	MS	39574
	30387	0911C-01-026.000	ADAMS JOHN L -EST-	530 26TH ST	GULFPORT	MS	39501
	30406	0911C-01-019.000	SCOTT TONY RAY -EST-	P O BOX 871	GULFPORT	MS	39502
	30423	0911D-01-068.000	KOULOS DEBRA BARTLETT	P O BOX 18123	PANAMA CITY BCH	FL	32417
	30368	0911C-01-042.000	HEATER JERROD & LYNDA HUTCHIN	528 26TH STREET	GULFPORT	MS	39507
	30388	0911C-01-027.000	HUTCHINS JAMES	528 26TH STE	GULFPORT	MS	39503
	30424	0911C-01-217.000	ARD SHIRLEY	15547 PARKWOOD DR SOUTH	GULFPORT	MS	39503
	30371	0911C-01-043.001	PRISMA BUILDERS LLC	2472 PASS RD STE A	BILOXI	MS	39531
	30370	0911C-01-044.000	GIN INVESTMENTS LLC	51 EMERALD COVE	GULFPORT	MS	39503
	30408	0911C-01-014.000	SCOTT BENNIE C	607 26 1/2 ST	GULFPORT	MS	39501
	47691	0911C-01-024.000	3RD STREET OR 17TH STREET LLC	6125 STAGECOACH RD	REX	GA	30273
	30369	0911C-01-043.000	PRISMA BUILDERS LLC	11058 CHANNELSIDE DR	GULFPORT	MS	39503

2312PC140

Zoning Map Amendment

Legend

- Site
- Adjacent Properties
- Street
- Alley
- Buildings

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

RE: 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

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, December 21, 2023** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, December 21, 2023.** A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

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McClatchy

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
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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	492381	Print Legal Ad-IPL01489300 - IPL0148930	210200 DecPC	$61.45	1	50 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, December 21, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 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

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

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

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

This the 17th day of November 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0148930
Dec 6 2023

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
12/06/23

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

Stefani Beard

Sworn to and subscribed before me this 6th day of December in the year of 2023

Stephanie Hatcher

Notary Public

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	539363	Print Legal Ad-IPL01676370 - IPL0167637		$92.35	2	51 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, April 25, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2404PC047, by owner Tricia Roberts, seeking approval for a mobile home use, Tax Parcel 0810D-02-065.000, 2913 Polk Street, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2404PC055, by agent Deberah Couvillion, seeking approval for a mobile home use, Tax Parcel 0907I-03-019.000, Kelly Street, Zoned R-1-5 (Single-family), Ward 6

General Plan 2404PC058, by agent Freddie Fountain, seeking approval for a 44-lot townhome subdivision with three outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited") , T3 (Sub-Urban Zone), Ward 2

Tree Permit Appeal 2405PC068, Tree Permit Appeal 2405TP068, by owner Greg Smith, seeking to appeal the arborist's decision for Tree Permit 2402TP036, 1011D-01-007.000, 1123 Ocean Drive, Zoned T4+ (General Urban Zone "Plus"), Ward 2

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

Zoning Map Amendment 2403PC051, by owner Hector Rojas, requesting to rezone Tax Parcel 0710M-01-012.006 to R-2 (Single-family), 5914 28th Street, Zoned B-2 (General Business), Ward 1 Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Text Amendment 2405PC069, by City of Gulfport, seeking approval of amendment Section 9-106(c) of the Code of Ordinances (Sign Ordinance) to exempt certain signs on a building or structure that is owned and operated by a commission or authority created pursuant to Miss. Code Ann. § 21-27-13 from certain requirements of the Sign Ordinance and to provide a means for the review and approval of the same, and for related purposes.

General Plan 2406PC077, by agent Kenneth Jones, seeking approval for an 84-lot subdivision with six outparcels (Swan Landing Estates), Tax Parcel 0807G-01 001.000, South Swan Road, Zoned R-1-15 (Single-family), Ward 7

This the 4 rd day of April 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0167637
Apr 10 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Mary Castro, 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:
04/10/24

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.

Mary Castro

Sworn to and subscribed before me this 10th day of April 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____day of _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF B-2 (GENERAL BUSINESS) DISTRICT TO R-2 (SINGLE-FAMILY) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0911C-01-024.000, which is generally described as being located North of and adjacent to 26th Street, South of 26th ½ Street, East of and adjacent to Hewes Avenue, and West of 25th Street, should be rezoned from its present classification of B-2 (General Business) District to R-2 (Single-Family) District. The Case File Number is 2312PC140; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of B-2 (General Business) District to R-2 (Single-Family) District.**

Ad valorem tax parcel number 0911C-01-024.000 is legally described as:

> The following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:
>
> S 105 FT of Lots 1 to 4 BLK 21 Hewes Add, according to the official map or plat thereof on file an of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi,
>
> Lots 1 to 4, Block 21, Hewes Addition, Section 02, Township 08, Range 11

Parcel #9011C-01-024.000, PPIN 47691, Tax District 4G, Judicial Dist. 1

Of said Harrison County, MS

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances and Official Zoning Map by rezoning Tax Parcel No. 0911C-01-024.000 from its present zoning classification of B-2 (General Business) district to R-2 (Single-Family) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following roll call vote:

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, _____.

(SEAL:)

ATTEST: ADOPT:

_____ _____

CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the _____day of _____, _____.

_____

BILLY HEWES, Mayor

1 CITY OF GULFPORT PLANNING COMMISSION

2

3 2312PC140

4

5 TRANSCRIPT OF HEARING

6 December 21, 2023

7 **********

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 21ST DAY OF DECEMBER 2023

11 COMMENCING AT 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 **********

14 COMMISSION MEMBERS PRESENT:

15 KEITH WILLIAMS, President
16 WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
17 B.J. SELLERS
CHARLIE HEWES
18 TIMOTHY DAIGLE, JR.
BRYAN JACOBS
19 CHRIS ROMANO

20 STAFF PRESENT:

21 SU-LIN FEATHERSTON
LESLIE ERVIN
22 BRYCE CLUGH

23

24

25

H.2. 1. Zoning Map Amendment 2312PC140

MR. CLUGH: Zoning Map Amendment 2312PC140 by Vernon Floyd requesting from B-2 general business to R-2 single family Hewes Avenue, Ward 3. A copy of the packet Exhibit A considered is hereby offered to the record.

MR. WILLIAMS: Thank you, sir.

All right. Good evening. How y'all doing?

MR. FLOYD: Pretty good. Doing great.

We're here to speak on the case.

And what we're planning to do --

MR. WILLIAMS: Name and address real quick. I'm sorry.

MR. FLOYD: I apologize. Vernon Floyd, 621 Third Street, Gulfport, Mississippi, soon to be.

MR. WILLIAMS: Thank you.

MR. FLOYD: And we're here to speak on the case.

Basically what we're attempting to do is obviously change it from the business to residential. And we're moving a residence that's to the left of it, one building to the left of it. It's been vacant since Katrina. It was built shortly after Katrina and has never been occupied.

And so what we did was bought the lot to the right of it, and we want to move it there. It's been

sitting vacant. We want to turn it into some reasonable priced housing. So we're going to take that and fix it up. And if we get this zoning request approved, that is the goal.

And it was at one point residential. And it was business and has been without a business on it for years. And now it is, we'd like to have it changed back if we possibly could have it rezoned.

MR. WILLIAMS: All right. I was just looking at the map that was up there.

So, Commissioners, any questions for the applicant?

MR. DAIGLE: Just one. So when we rezone properties, we like to have certain questions asked.

Can you state, can you just tell us a little bit about, I understand your reasoning about wanting to, you know, move -- remove a home -- is that right? -- you want to remove the home that's on the other property --

MR. FLOYD: And move it next door.

MR. DAIGLE: -- and move it next door. And that's B-2 so you want to make that R-2.

And when we rezone, have you addressed or can you talk about if you think that there is maybe a change in the characteristic of the neighborhood or there was a mistake in the original zoning or when it was changed you

said from R-2 to B-2, can you just elaborate on that?

MR. FLOYD: For as long as I've known the property, it's been residential. And there's nothing been on it. There was an old home on it years and years and years ago.

And so the aesthetics of the neighborhood wouldn't change at all. We will do board and batten update and metal roof and things of that nature.

But the house has just been sitting vacant for since Katrina. It's never been lived in at all.

The interior of the house has no Sheetrock and again built shortly after Katrina, and it was completely wired, but it's been blightened property. It's been just sitting there, and we've had folks in and out of the property. And my wife and I purchased over a year ago and just looking to have it zoned to where we can move it next door.

MR. DAIGLE: So are you saying that there's a characteristic of that neighborhood that's predominantly more residential?

MR. FLOYD: Oh, absolutely. Along Hewes corridor from 90 to Pass Road, I would -- 80 percent of the homes in that area are residential, 80 percent of what's facing Hewes is residential. And there's a church.

MR. DAIGLE: Are there any businesses around

this particular property?

MR. FLOYD: There's a business next door to it. It is a business. It was a convenience store, and it sat vacant for a period of time, and I'm thinking that they changed it into a restaurant. But there is a business next door to it.

MR. DAIGLE: Thank you.

MR. FLOYD: Yes, absolutely.

MR. WILLIAMS: So I was wondering the same thing. So as I'm looking at the map up here, the business is to the north, when you say next door to it, it's in the north there?

MR. FLOYD: The business is currently to the south of it. And so it will be to the north if the zoning is approved, it will be to the north of it.

So the -- our purchased property is 26 -- it's 540 26th Street.

MR. WILLIAMS: Okay.

MR. FLOYD: Is the purchased property.

MR. WILLIAMS: Okay. Okay.

MR. FLOYD: Yes.

MR. WILLIAMS: All right. Thank you for that clarification.

MR. FLOYD: Absolutely.

MR. WILLIAMS: Any other questions?

All right. If something were to come up, we'll bring you back up and you can answer the question.

Thank you so much.

Anyone else here to speak for this request?

Anyone here to speak against this request?

Okay. Commissioners, any questions, comments on this case? Or a motion?

MR. HEWES: I'll make a quick comment and then a motion.

The reasons why he had questions is the city ordinances want there to be a reason for a change. And it was residential, it's not now. But in looking at the map, there are residences all around it.

So with that being said, I move that we approve Case 2312PC140 with any conditions as stated.

MS. ADOLPH: Second.

MR. WILLIAMS: We've got a motion and a second to approve the case with any conditions as stated. Charlie, good explanation on the motion. Appreciate that.

So any further discussion on that motion, y'all?

All right. All those in favor signify by saying aye. Any opposed? It's been approved. Good luck.

(Unanimous vote.)

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2312PC140

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 6 pages constitute a true and correct transcription of said hearing held on the 21st day of December 2023.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature this the 26th day of December 2023.

_____

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

McClatchy

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Bellingham Herald
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36845	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

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LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: **Zoning Map Amendment 2404PC057: (Tabled to May meeting)**

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2404PC057

Hearing Date: May 23, 2024

Current Zoning/Use: T3, T4L, T4+ / Vacant Lots

Legal: Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicants are requesting to rezone approximately 7.3 acres of vacant land from T3, T4+, and T4L to be all T4+ in order to construct a townhome development on the eastern side of the property with the west half being set aside for commercial development. The applicant states that the current zonings of T4+ and T4L allows for the townhome use, however they wish to rezone it to avoid "confusion on the future uses of the commercial outparcels." While the T4+ and T4L zonings do allow for the townhouse use by right, however the T3 zoning does not allow the townhouse use at all. Rezoning these subject parcels would allow for the townhouse use by right, in addition to any uses allowed in T4+ zoning.

According to the City's 2002 Comprehensive Plan, the west half of the properties was intended to remain commercial while the east half was to remain residential with medium density which is in harmony with the applicant's proposed townhome development.

The applicant has chosen error and change in the surrounding area as justification for rezoning.

(a) The applicant states that "there was a mistake in the original zoning of this property." The applicant claims that when the property was zoned that it was split zoned, with the eastern portion being zoned T4L and the western portion being zoned T4+. The City's Comprehensive Plan (drafted in 2002) does indicate some change would occur in the area; however, City policy is to allow the property owners to request zoning changes.

(b) The applicant claims that the "entire area of Cowan is changing with condos to the north, new single homes to the west, and new commercial properties to the north and south." Upon staff review, there is a platted condominium north of the subject site that is actually off of Magnolia Street. Towards the west of the subject site, there are single family homes that are within the platted Sherwood subdivision, which was platted back in 1963. While there are commercial uses both north and south of the subject parcels, including retail uses and medical offices, the majority of what surrounds the subject site are residential uses.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that the west half of the subject parcels would remain commercial while the eastern half would remain residential with medium density, which is in harmony with the applicant's request. As the subject parcels do span from both west and east bounds between Cowan Road and 5th Street, and the applicant's request to rezone would be in harmony with the surrounding area. Upon staff review of the proposed rezoning, this could potentially create a situation of spot zoning. This is due to the parcel directly abutting 5th Street being within a row of parcels zoned T3 (Sub-Urban Zone), the closest of which have single family homes. Rezoning this parcel to T4+ would allow for not only the proposed townhome development, but any commercial use allowed within T4+ zoning district. Engineering Department has also provided conditions regarding the proposed townhouse development tied to this Zoning Map Amendment.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Right-of-ways must be at least 60 ft minimum.
3. Drainage easements must be at least 15 ft wide.
4. Construction plans must be submitted for Engineering review and approval at the time of permitting.
5. Planning Commission can only give a recommendation for approval for the rezoning, approval for rezoning would need to be granted by City Council.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2404PC057

Hearing Date: April 25, 2024

Current Zoning/Use: T3, T4L, T4+ / Vacant Lots

Legal: Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicants are requesting to rezone approximately 7.3 acres of vacant land from T3, T4+, and T4L to be all T4+ in order to construct a townhome development on the eastern side of the property with the west half being set aside for commercial development. The applicant states that the current zonings of T4+ and T4L allows for the townhome use, however they wish to rezone it to avoid "confusion on the future uses of the commercial outparcels." While the T4+ and T4L zonings do allow for the townhouse use by right, however the T3 zoning does not allow the townhouse use at all. Rezoning these subject parcels would allow for the townhouse use by right, in addition to any uses allowed in T4+ zoning.

According to the City's 2002 Comprehensive Plan, the west half of the properties was intended to remain commercial while the east half was to remain residential with medium density which is in harmony with the applicant's proposed townhome development.

The applicant has chosen error and change in the surrounding area as justification for rezoning.

(a) The applicant states that "there was a mistake in the original zoning of this property." The applicant claims that when the property was zoned that it was split zoned, with the eastern portion being zoned T4L and the western portion being zoned T4+. The City's Comprehensive Plan (drafted in 2002) does indicate some change would occur in the area; however, City policy is to allow the property owners to request zone changes.

(b) The applicant claims that the "entire area of Cowan is changing with condos to the north, new single homes to the west, and new commercial properties to the north and south." Upon staff review, there is a platted condominium north of the subject site that is actually off of Magnolia Street. Towards the west of the subject site, there are single family homes that are within the platted Sherwood subdivision, which was platted back in 1963. While there are commercial uses both north and south of the subject parcels, including retail uses and medical offices, the majority of what surrounds the subject site are residential uses.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that the west half of the subject parcels would remain commercial while the eastern half would remain residential with medium density, which is in harmony with the applicant's request. As the subject parcels do span from both west and east bounds between Cowan Road and 5th Street, and the applicant's request to rezone would be in harmony with the surrounding area.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Planning Commission can only give a recommendation for approval for the rezoning, approval for rezoning would need to be granted by City Council.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

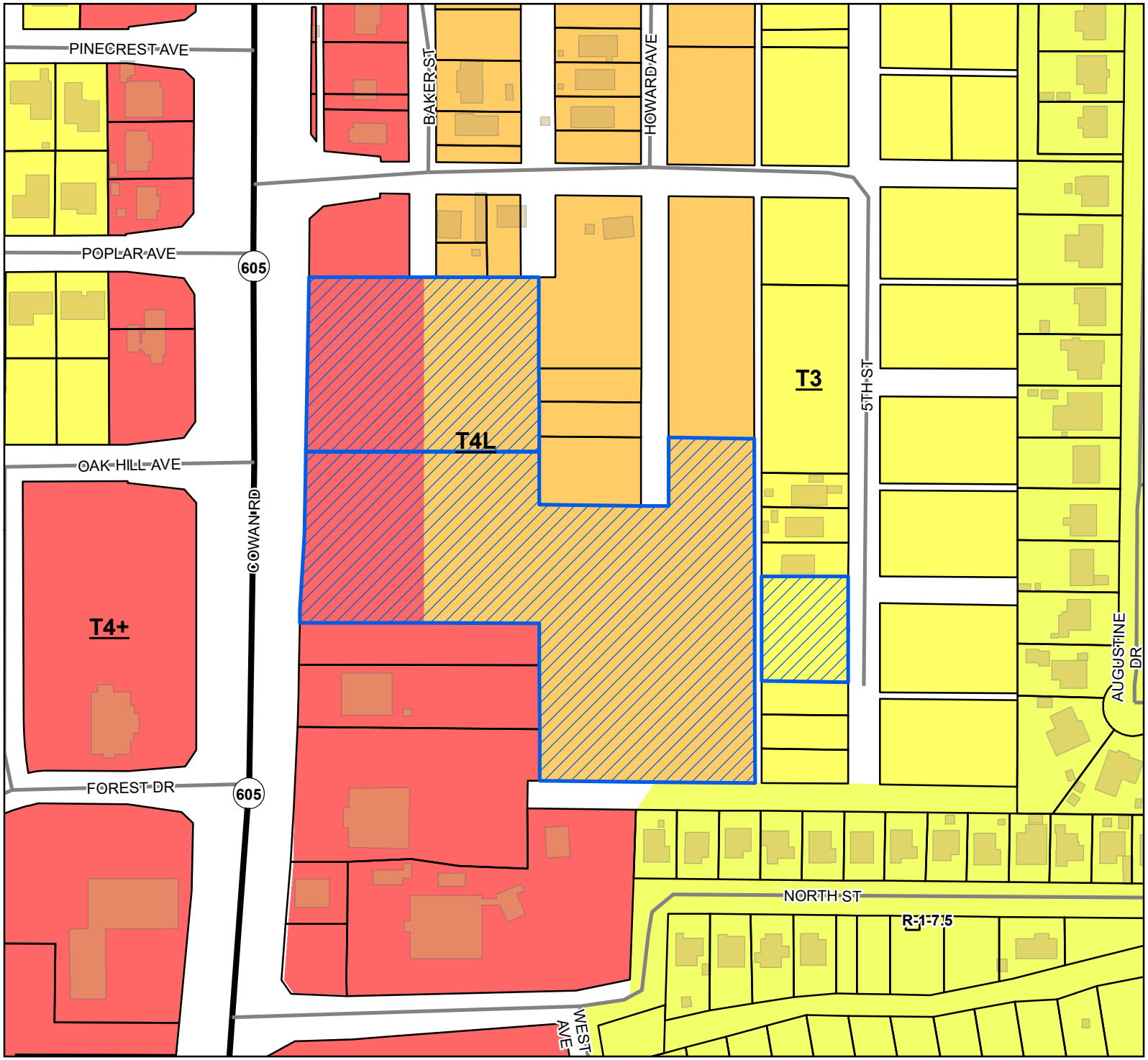
Greg S H

Greg Holmes
Director of Urban Development Department

SLF

2404PC057

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings

Smart Code

T4+
T4L
T3

Zoning

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

Site Information

1010K-04-021.000
1010K-04-010.000
1010K-04-006.000
Zoning:T3 (Sub-Urban Zone)
T4L (General Urban Zone "Limited")
T4+ (General Urban Zone "Plus")
Size: 7.47 Acres
Flood: X

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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

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

For Staff Use Only

Case File #: 2404PC057

Date Received: 03/06/24

Receipt #:

Received By: BC, JJ

Zoning: T4+, T4L, T3

Ward: 2 Flood: X

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

Property Information

TAX PARCEL # 1 0 1 0 K – 0 4 – 0 2 1 . 0 0 0
1 0 1 0 K – 0 4 – 0 1 0 . 0 0 0
1 0 1 0 K – 0 4 – 0 0 6 . 0 0 0

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 Cowan Road

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: East of Cowan Road, West of 5th Street, South of 5th Street, North of North Street

GENERAL DESCRIPTION OF REQUEST:

Rezone of three parcels from being split zoned as T3, T4L, & T4+ to all be T 4+.

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 reauest.

OWNER

Columbus Management, LLC & Gulf South Capitol Corp
Printed Name Of Owner

909 Poydras Street, Ste. 1700
Mailing Address

New Orleans LA 70112
City State Zip code

504-584-5000
Home Phone Work/Cell Phone

tperez@canizaro.com
Email

Signature Of Owner

AGENT

Freddie Fountain w/Fountain & Associates, LLC
Printed Name Of Agent

13334 Seaway Road, Ste. 202
Mailing Address

Gulfport MS 39503
City State Zip code

228-574-3659
Home Phone Work/Cell Phone

freddie@fountainllc.com
Email

Signature Of Agent

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

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

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

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

NAME OF OWNER (PRINT) Columbus Management, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 909 Poydras Street, Ste. 1700 New Orleans, LA 70112

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1010K-04-006.000 & 1010K-04-010.000

SIGNATURE: _____

NAME OF OWNER (PRINT) Gulf South Capitol Corp

ADDRESS (STREET, CITY, STATE, ZIP CODE 909 Poydras Street, Ste. 1700 New Orleans, LA 70112

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1010K-04-021.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Gulf South Capitol, LLC
909 Poydras Street, Ste. 1700
New Orleans, LA 70112

February 29, 2024

City of Gulfport
Planning Department
1410 24th Avenue
Gulfport, MS 39501

RE: **Planning Commission and City Council Hearings**
0 Cowan Road
Tax Parcel #: 1010K-04-021.000
Gulfport, MS

To Whom It May Concern:

Please allow this letter to serve as official notice that **Freddie Fountain with Fountain & Associates,** is authorized to act as agent on behalf of **Gulf South Capitol, LLC** in any hearings for Planning Commission and City Council for the above referenced address.

If you have any questions, please call me at 504-584-5000.

Sincerely,

Tricia Perez

Rhonda L. Waits
Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 9278
RHONDA L. WAITS
Commission Expires
July 18, 2026
JACKSON COUNTY

Columbus Management, LLC
909 Poydras Street, Ste. 1700
New Orleans, LA 70112

February 29, 2024

City of Gulfport
Planning Department
1410 24th Avenue
Gulfport, MS 39501

RE: **Planning Commission and City Council Hearings**
0 Cowan Road
Tax Parcel #: 1010K-04-006.000 & 1010K-04-010.000
Gulfport, MS

To Whom It May Concern:

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If you have any questions, please call me at 504-584-5000.

Sincerely,

Tricia Perez

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Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 9278
RHONDA L. WAITS
Commission Expires
July 18, 2026
JACKSON COUNTY

Narrative for Zoning Map Amendment
for
Parcels 1010K-04-006.000, 1010K-04-010.000,
& 1010K-04-021.000

E.

1) There was a mistake in the original zoning of this property. When the new zoning map was created. There was a split zoning created on these parcels. The front along Cowan is zoned T4+ with the eastern portion of the property zoned T4L. This application is to correct the split zoning and have the entire property zoned T4+

2) This entire area of Cowan is changing with condos to the north, new single family homes to the west, and new commercial properties to the north and south.

F

1) The applicant is Columbus Management, LLC & Gulf South Capital Corp. The Applicant is requesting a rezone on the portions zoned T4L and T3 to all be T4+

2) Once approved, the Developer will submit construction plans for the project to the City, MDEQ, & MSDH for a full review. Once approved construction will commence. It is expected that construction will take 4-6 months.

3) This rezone will not affect the surrounding area. The town home use is allowed in the T4+ & T4L zoning district both. So, the use is already allowed. The rezone will allow there to be no confusion on the future uses of the commercial outparcels. These currently could have a use thats allowed on the front of the property, but not in the rear of the property.

4) This application would eliminate the split zoning.

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
COLUMBUS MANAGEMENT, L.L.C.	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	711169
Status:	Good Standing
Effective Date:	01/03/2002
State of Incorporation:	LA
Principal Office Address:	909 POYDRAS ST #1700 NEW ORLEANS, LA 70112

Registered Agent

Name

GERALD BLESSEY
2562 RIVER PLACE BLVD
BILOXI, MS 39531

Officers & Directors

Name	Title
JOSEPH C CANIZARO 909 POYDRAS ST #1700 NEW ORLEANS, LA 70112	Member

CONSENT
OF THE MANAGER OF
COLUMBUS MANAGEMENT, L.L.C.

The undersigned being the Manager of Columbus Management, L.L.C., a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company") hereby adopts by written consent the following resolutions:

RESOLVED, that Joseph C. Canizaro shall serve as President of the Company, at the pleasure of the Manager.

RESOLVED FURTHER, that Tricia R. Perez shall serve as Treasurer of the Company, at the pleasure of the Manager.

RESOLVED FURTHER, that Mark Jeansonne shall serve as Secretary of the Company, at the pleasure of the Manager.

This Consent is effective this 24rd day of August, 2006

MANAGER

Joseph C. Canizaro, Sole Director/Manager

CONSENT
OF THE MANAGER OF
COLUMBUS MANAGEMENT, L.L.C.

The undersigned being the Manager of Columbus Management, L.L.C., a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company") hereby adopts by written consent the following resolutions:

WHEREAS, that Mark Jeansonne has resigned from any position he has held in the Company, effective April 18, 2008;

RESOLVED, that Mark J. Jeansonne shall no longer serve as Secretary of the Company,

FURTHER RESOLVED, that Tricia R. Perez be appointed as Secretary of the Company.

FURTHER RESOLVED, that Tricia R. Perez be appointed as Agent for Service of Process for the Company.

This resolution is effective this 18th day of April, 2008.

MANAGER

Joseph C. Cantizaro, Sole Director/ Manager

UNANIMOUS CONSENT OF DIRECTOR
COLUMBUS MANAGEMENT, INC.

The undersigned, being the sole director of Columbus Management, Inc., a Mississippi corporation (the "Corporation") acting pursuant to Section 79-4-8.21 of the Mississippi Business Corporations Act, hereby adopts by written consent the following resolutions:

AGREEMENT AND PLAN OF MERGER

RESOLVED, that the Agreement and Plan of Merger (the "Merger Agreement") pursuant to which Columbus Management, Inc., a Mississippi Corporation (the "Corporation") will be merged with and into Columbus Management, L.L.C. (the "Merger"), is hereby approved and the President of the Corporation is hereby authorized and empowered to execute and deliver for and on behalf of the Corporation the Merger Agreement;

FURTHER RESOLVED, that the appropriate officers of this Corporation are hereby authorized and empowered to do such acts and things as are necessary and proper to submit the proposed Merger Agreement to the shareholders of the Corporation for their approval;

FURTHER RESOLVED, that the appropriate officers of the Corporation are hereby authorized and empowered to (i) execute and deliver for and on behalf of the Corporation all consents, agreements, certificates and other instruments that are necessary, advisable or appropriate in order to consummate the Merger and (ii) take any and all actions that they, in their sole discretion, shall deem necessary, advisable or appropriate in order to consummate the Merger or to carry out the purpose and intent of these resolutions.

OTHER RELATED CORPORATE ACTION

RESOLVED, that the execution by any officers delegated authority by the Board of Directors of any instruments or documents authorized by these resolutions or of any instruments or documents executed in the accomplishment of any action or actions so authorized is (or shall become upon delivery) the enforceable and binding act of the Corporation without the necessity of the signature or attestation of any other officer of the Corporation or the affixing of the corporate seal;

FURTHER RESOLVED, that any and all actions described in the foregoing resolutions heretofore taken on behalf of the Corporation by its officers are hereby approved, ratified and confirmed as the act of the Corporation without the necessity of any further action by the Corporation.

This consent dated December 24, 2001.

Joseph C. Canizaro

BOOK 50 PAGE 196

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION
of
GULF SOUTH CAPITAL CORPORATION

Pursuant to Section 79-4-10.06 of the Mississippi Business Corporations Act (the "Act"), Gulf South Capital Corporation, a Mississippi profit corporation (the "Corporation"), acting through its undersigned President, does hereby certify the following:

1. On the date hereof, acting pursuant to Section 79-4-8.21 of the Act and the Corporation's Articles of Incorporation (the "Articles"), the Board of Directors and the holders of all the issued and outstanding shares of common stock of the Corporation each executed a written consent approving an amendment to the Articles to effect the changes set forth below.

FILED
12/18/1998
ERC CLARK
Secretary of State
Jackson, Mississippi

2. Effective the date hereof, Article 1 of the Articles shall be amended to read in its entirety as follows:

> "1. The corporate title of said company is: COLUMBUS MANAGEMENT, INC."

3. Except as amended by these Articles of Amendment, the Articles of Incorporation of the Corporation shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President has executed these Articles of Amendment on December 17, 1998.

GULF SOUTH CAPITAL CORPORATION

By: _____
Joseph C. Canizaro, President

COR84241.1

MINUTES OF THE ANNUAL MEETING OF THE SOLE MEMBER OF COLUMBUS MANAGEMENT, L.L.C.

An annual meeting of the sole members of Columbus Management, L.L.C. a Louisiana limited liability company with its principal place of business at 909 Poydras Street, Suite 1700, New Orleans, Louisiana (the "Company"). The sole member of the Company hereby adopts the following resolutions for the purpose of electing Directors/Managers of the Company.

The sole organizational member of record at the time of the meeting was Joseph C. Canizaro, an individual of the full age of majority and a resident of the State of Louisiana. Joseph C. Canizaro was the record holder of all 8,000 outstanding shares.

The following resolutions were adopted by 8,000 affirmative votes and no votes in opposition out of a possible 8,000 votes in each instance:

RESOLVED, that Joseph C. Canizaro shall serve as manager/director of the Company, and as Chairman of the Board of Directors, at the pleasure of the sole member.

I certify that the above are true and correct minutes of the August 24, 2005 annual meeting of the sole member of Columbus Management, L.L.C.

{SEAL}

Acknowledged by
Joseph C. Canizaro, sole member

PARCEL A

A parcel of land being a portion of Lots 6 through 15, Block 4, and being all of Lots 31 through 40, inclusive of Block 4 and all of Lots 6 though 15, inclusive of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk, and together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being more particularly described as follows:

Beginning at a ½" iron rod found at the Northeast corner of Lot 31, Block 4, of ABYSSINIA SUBDIVISION, S89°29'52"E 19.77 feet to a capped ½" iron rod set in the center of Baker Street; thence S89°29'52"E 160.44 feet to a ½" iron rod found; thence S00°09'29"E 250.02 feet to a capped ½" iron rod set; thence N89°29'52"W 141.58 feet to the Southwest corner of Lot 15, Block 4, of ABYSSINIA SUBDIVISION; thence N89°29'23"W 39.55 feet to a capped ½" iron rod set at the Southeast corner of Lot 40, Block 4, of ABYSSINIA SUBDIVISION; thence S89°48'15"W 144.43 feet to a capped ½" iron rod set lying on the East margin of Cowan-Lorraine Road (Also known as Highway 605); thence along said East margin, N00°00'59"E 250.00 feet to a ½" iron rod found; thence N89°48'15"E 144.58 feet to the point of beginning. Said parcel contains 1.87 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, also a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION and also a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION.

PARCEL B

A parcel of land being a portion of Lots 16 through 25, Block 4, and being all of Lots 41 through 50, inclusive of Block 4, and all of Lots 16 through 25, inclusive, of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk. Said parcel also, being all of Lots 19 through 34, inclusive, of Block 7, and all of Lots 35 through 54, inclusive, of Block 6, EUREKA SUBDIVISION, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being particularly described as follows:

Beginning at a ¾" iron pipe found at the Northwest corner of Lot 19, Block 7, of EUREKA SUBDIVISION, S89°58'22"E 144.96 feet to a ¾" iron pipe found; thence S88°48'52"E 19.31 feet to a capped ½" iron rod set at the Southwest corner of Lot 51, Block 6, EUREKA SUBDIVISION, said point also lying on the East margin of Howard Street; thence along the East margin of Howard Street, N00°09'02"E 100.00 feet to a ¾" iron pipe found at the Northwest corner of Lot 54, Block 6, EUREKA SUBDIVISION; thence along the North line of Lot 54,

Block 6, EUREKA SUBDIVISION, S89°51'16"E 125.06 feet to a ¾" iron pipe found at the Northeast corner of said Lot 54, Block 6; thence S00°07'59"W 500.00 feet to a capped ½" iron rod set at the Southeast corner of Lot 35, Block 6, EUREKA SUBDIVISION, said point also lying on the North margin of North Street; thence also said North margin, N89°52'34"W 145.00 feet to a 1" iron pipe found; thence continue along said North margin, N89°46'44"W 144.88 feet to a 1" iron pipe found at the Southwest corner of Lot 34, Block 7, EUREKA SUBDIVISION; thence S86°44'58"W 23.60 feet to a ¾" iron pipe found lying on the East boundary line of the property now or formerly of HSC Cowan Road, LLC as recorded in Deed Instrument Number 2017-0000147-D-J1; thence along the East boundary line of said HSC Cowan Road, LLC property, N00°26'40"W 76.17 feet to a 1/2 " iron rod found at the Southeast corner of the property now or formerly of Lacuesta; thence along the East boundary line of Lacuesta property, N00°25'47"E 149.87 feet to a ¾" iron pipe found at the Northeast corner of said Lacuesta property; thence along the North boundary line of said Lacuesta property, N89°40'11"W 328.00 feet to a ½" iron rod found lying on the East margin of Cowan – Lorraine Road (also known as Highway 605); thence along said East margin, along a curve to the left, having a radius of 5,351.05 feet, an arc length of 18.41 feet and a chord bearing and distance of N00°47'04"E 18.41 feet to a concrete monument found; thence continue along said East margin, N03°34'48"E 111.33 feet to a concrete monument found; thence continue along said East margin, N00°00'59"E 119.93 feet to a capped ½" iron rod set; thence leaving said East margin, N89°48'15"E 144.43 feet to a capped ½" iron rod set at the Northeast corner of Lot 41, Block 4, ABYSSINIA SUBDIVISION; thence S89°29'23"E 39.55 feet to a capped ½" iron rod set at the Northwest corner of Lot 16, Block 3, ABYSSINIA SUBDIVISION; thence S89°29'52"E 141.58 feet to a capped ½" iron rod set; thence S00°09'29"E 75.00 feet to a ½" iron rod found; thence S89°55'25"E 19.47 feet to the point of beginning. Containing 5.03 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION, a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION, a portion now or formerly Day Street lying West of Block 7, EUREKA SUBDIVISION, and a vacated portion of Howard Street lying between Block 6 and 7 of EUREKA SUBDIVISION.

PARCEL C

Lots Twenty-Three to Twenty-Eight (23-28) inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (copy Book 4 at Page 279) thereof; reference to which is hereby made in and of as a part of this description.

State of Louisiana Secretary of State

COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
COLUMBUS MANAGEMENT, L.L.C.	Limited Liability Company	NEW ORLEANS	Active

Previous Names

Business: COLUMBUS MANAGEMENT, L.L.C.
Charter Number: 35184587K
Registration Date: 12/14/2001
Domicile Address

909 POYDRAS ST.
SUITE 1700
NEW ORLEANS, LA 70112

Mailing Address

C/O TRICIA R. PEREZ
909 POYDRAS ST., SUITE 1700
NEW ORLEANS, LA 70112

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 12/14/2001
Last Report Filed: 9/12/2023
Type: Limited Liability Company

Registered Agent(s)

Agent: TRICIA R. PEREZ
Address 1: 909 POYDRAS ST.
Address 2: SUITE 1700
City, State, Zip: NEW ORLEANS, LA 70112
Appointment Date: 7/9/2008

Officer(s)

Additional Officers: No

Officer: JOSEPH C. CANIZARO
Title: Manager
Address 1: 909 POYDRAS ST.
Address 2: SUITE 1700
City, State, Zip: NEW ORLEANS, LA 70112

Mergers (2)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
12/31/2001	**12/31/2001**	**MERGE**	**35184587K**	**COLUMBUS MANAGEMENT, L.L.C.**	**SURVIVOR**
			34169132F	COLUMBUS MANAGEMENT, INC.	NON-SURVIVOR
12/28/2015	**12/28/2015**	**MERGE**	**35184587K**	**COLUMBUS MANAGEMENT, L.L.C.**	**SURVIVOR**
			34320129D	REAL ESTATE MANAGEMENT CORPORATION	NON-SURVIVOR

Amendments on File (3)

Description	Date
Merger	12/31/2001
Domestic LLC Agent/Domicile Change	7/9/2008
Merger	12/28/2015

Print

OPERATING AGREEMENT AND BY-LAWS

OF

COLUMBUS MANAGEMENT, L.L.C.

TABLE OF CONTENTS

ARTICLE I	OFFICES AND RECORDS	1
Section 1.1	Registered Office and Registered Agent	1
Section 1.2	Other Offices	1
Section 1.3	Maintenance of Books	1
Section 1.4	No State Law Partnership	1
Section 1.5	Title to Company Assets	1
ARTICLE II	DETERMINATION OF AND MEETINGS OF MEMBERS	2
Section 2.1	Record Date	2
Section 2.2	Place of Meetings	2
Section 2.3	Annual Meetings	2
Section 2.4	Special Meetings	2
Section 2.5	Notice of Meetings	2
Section 2.6	Agenda and Conduct of Meetings	2
Section 2.7	Quorum	3
Section 2.8	Proxies	3
Section 2.9	Action by Members	3
ARTICLE III	MANAGEMENT	4
Section 3.1	Management of the Company's Affairs	4
Section 3.2	Election; Removal; Vacancies	4
Section 3.3	Officers	5
Section 3.4	Compensation	7
ARTICLE IV	MEETINGS OF THE BOARD OF DIRECTORS	7
Section 4.1	Place of Meetings	7
Section 4.2	Meetings; Notice	7
Section 4.3	Quorum; Acts of the Board	8
Section 4.4	Action by Unanimous Written Consent	8
Section 4.5	Meetings by Telephone or Similar Communication	8
Section 4.6	Committees	8
Section 4.7	Remuneration to Directors	8
Section 4.8	Resignations	8
ARTICLE V	DIVIDENDS	9
Section 5.1	Dividends	9
Section 5.2	Limitation	9
ARTICLE VI	SHARES	9
Section 6.1	Shares	9
Section 6.2	Members	9
Section 6.3	Liability to Third Parties	10
Section 6.4	Certificates	10

Section 6.5	Register, Registration of Transfer and Exchange	10
Section 6.6	Mutilated, Destroyed, Lost or Stolen Certificates	11
Section 6.7	Return of Consideration; Withdrawal and Expulsion	12
ARTICLE VII	DISSOLUTION; LIQUIDATION AND TERMINATION	12
Section 7.1	Dissolution	12
Section 7.2	Liquidation and Termination	12
ARTICLE VIII	AMENDMENTS	13
Section 8.1	Amendments to this Agreement	13
Section 8.2	Amendments to Articles	14
ARTICLE IX	LIMITATION OF LIABILITY; INDEMNIFICATION	14
Section 9.1	Limitation of Liability	14
Section 9.2	Right to Indemnification	14
Section 9.3	Advance Payment	14
Section 9.4	*Nonexclusivity of Rights*	15
Section 9.5	Insurance	15
Section 9.6	Savings Clause	15
ARTICLE X	GENERAL PROVISIONS	15
Section 10.1	Notices	15
Section 10.2	Governing Law; Severability	15
Section 10.3	Counterparts	16
Section 10.4	Fiscal Year	16

OPERATING AGREEMENT AND BY-LAWS
OF
COLUMBUS MANAGEMENT, L.L.C.

This Operating Agreement and By-laws (this "Agreement"), made and entered into effective as of December 14, 2001, the date and time that the Louisiana Secretary of State issues a certificate of organization for the Company, constitutes the Operating Agreement for Columbus Management, L.L.C. (the "Company"). This Agreement and the Articles of Organization of the Company (the "Articles") shall be binding on all holders of Shares (as defined in the Articles) of the Company as members of the Company and all transferees of such Shares as substituted or additional members of the Company (collectively, the "Members" and individually, a "Member").

ARTICLE I
OFFICES AND RECORDS

1.1 *Registered Office and Registered Agent.* The Company's registered office and registered agent required by the Limited Liability Company Law of Louisiana (as amended from time to time and any successor statute, the "Act") to be continuously maintained in Louisiana shall be the registered office and agent named in the initial report filed with the Articles or such other office or agent as the Board of Directors (as hereinafter defined) may designate from time to time in the manner provided by the Act.

1.2 *Other Offices.* The Company may also have offices at such other places both within and without Louisiana as the Board of Directors may from time to time determine or the business of the Company may require.

1.3 *Maintenance of Books.* The Company shall keep books and records of accounts on an accrual or cash basis as determined by the Board of Directors and shall keep minutes of the proceedings of its Board of Directors and its Members.

1.4 *No State Law Partnership.* The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member for any purposes and this Agreement may not be construed to suggest otherwise. The Members intend that the Company be taxed as a corporation for federal income tax purposes.

1.5 *Title to Company Assets.* Title to Company assets, whether real, personal or mixed and whether corporeal or incorporeal, shall be deemed to be owned by the Company as an entity and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Title to any or all of the Company assets may be held in the name of the Company or one or more of its affiliates or one or more nominees, as the Board of Directors may determine. All Company assets shall be recorded as the property of the Company in its books and records, irrespective of the name in which record title to such Company assets is held.

ARTICLE II
DETERMINATION OF AND MEETINGS OF MEMBERS

2.1 *Record Date.* The Board of Directors may fix in advance a record date for the purpose of determining Members entitled to notice of and to vote at a meeting, receive a dividend or other distribution or in order to make a determination of Members for any other purpose; however, such date must not be more than sixty days, and, if fixed for the purpose of determining Members entitled to notice of and to vote at a meeting, not less than ten days, prior to the date on which the action requiring the determination of Members is to be taken. If no record date is fixed for the purpose of determining Members (a) entitled to notice of and to vote at a meeting, the close of business on the day before notice of the meeting is mailed, or if notice is waived, the close of business on the day before the meeting, shall be the record date for such purpose, or (b) for any other purpose or action, the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose or action shall be the record date. A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.2 *Place of Meetings.* All meetings of Members shall be held at the principal place of business of the Company or at such other place as shall be specified by the Board of Directors in the notices or waivers of notice thereof.

2.3 *Annual Meetings.* An annual meeting of the Members shall be held each year on the first Monday of September of each year, unless such day is a legal holiday, in which case on the next business day following, at 7:00 o'clock P.M., or on such other date or at such other time as may be designated by the Board of Directors, for the purpose of electing individuals to serve as members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

2.4 *Special Meetings.* Special meetings of Members for any purpose or purposes may be called by the Chairman, the President or the Board of Directors. At any time, upon the written request of any two Directors or of the holders of 40% of the Shares then issued and outstanding, the Secretary shall call a special meeting to be held at the registered office of the Company at such time as the Secretary may fix, not less than fifteen nor more than sixty days after the receipt of said request, and if the Secretary shall neglect or refuse to fix such time or to give notice of the meeting, the Members making the request may do so.

2.5 *Notice of Meetings.* The authorized person or persons calling a Members' meeting shall cause written notice of the time, place and purpose of the meeting to be given to all Members at least ten days before the meeting in the case of the annual meeting or a special meeting and in both cases not more than 60 days prior to the day fixed for the meeting.

2.6 *Agenda and Conduct of Meetings.* The business to be conducted at a Members' meeting shall be limited to the purpose or purposes stated in the notice of the meeting, provided

that other matters may be considered if all Members are present or represented at the meeting and consent thereto. The Chairman shall preside over any meetings of Members and shall have the authority to make all decisions regarding the conduct of the meeting.

2.7 *Quorum.* Except as herein provided, the presence, in person or by proxy, of Members holding a majority of the total voting power shall constitute a quorum at all meetings of Members. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power present, whether by person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of law, the Articles or this Agreement, a different vote is required, in which case such express provision shall govern and control the decision of such question. Directors shall be elected by plurality vote.

If a quorum is present or represented at a duly organized meeting, such meeting may continue to do business until adjournment, notwithstanding the withdrawal of Members or the refusal of any Members present to vote. If an annual or special meeting cannot be organized because a quorum is not present, the Members present may adjourn the meeting from time to time without notice, unless a new record date is fixed for the adjourned meeting, but any meeting at which Directors are to be elected shall be adjourned only from day to day until such Directors shall have been elected. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. In the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purposes of electing Directors. If the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

Members may participate in and be present at a meeting of the Members by means of conference telephone or similar communications equipment if all persons participating in such meeting can hear and communicate with each other.

2.8 *Proxies.* A Member may vote either in person or by proxy executed in writing by the Member. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

2.9 *Action by Members.* Except as provided in this Section 2.9, every action of Members must be taken at a meeting of Members. Any action permitted or required by the Act or this Agreement to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by all of the Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Louisiana Secretary of State.

ARTICLE III
MANAGEMENT

3.1 *Management of the Company's Affairs.* As provided in the Articles and this Agreement, all management powers over the business and affairs of the Company shall be exclusively vested in a Board of Directors (the "Board of Directors") consisting of not less than one nor more than five individuals, as set from time to time by resolutions adopted by the Board of Directors, and, subject to the direction of the Board of Directors, the officers elected by the Board of Directors in accordance with the terms of this Agreement (the "Officers"), who shall collectively (Officers and Directors) constitute "managers" of the Company within the meaning of the Act. No Director need be a Member. No Member, by virtue of having the status of a Member, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Directors on the one hand and of the Officers on the other shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the Louisiana Business Corporation Law. Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company. In addition to the powers that now or hereafter can be granted to managers under the Act and to all other powers granted under any other provision of this Agreement, the Board of Directors and the Officers (subject to the direction of the Board of Directors) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company.

3.2 *Election; Removal; Vacancies.*

(a) Directors, other than the first Board of Directors, shall be elected at the annual meeting of Members by a plurality vote of the Shares present in person or represented by proxy at such meeting, and each Director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified.

(b) The Members, by vote of a majority of the total voting power at any special meeting called for the purpose, may remove from office any one or more of the Directors, notwithstanding that his, her or their terms of office may not have expired, and may at such meeting elect one or more successors, as the case may be, for the unexpired term.

(c) Vacancies and newly created directorships resulting from any increase in the number of Directors may be filled by a majority of the Directors remaining in office; provided that the Members shall have the right to fill

the vacancy at any special meeting called for such purpose prior to such action by the Board.

3.3 *Officers.*

(a) *General.* The Board of Directors shall appoint agents of the Company who shall be referred to as "Officers" of the Company. Unless provided otherwise by resolution of the Board of Directors, the Officers shall have the titles, power, authority and duties described below in this Section 3.3

(b) *Titles and Number.* The Officers of the Company shall be the Chairman of the Board/Chief Executive Officer, the President, the Secretary and a Treasurer. There shall be appointed from time to time, in accordance with Section 3.3(c), such Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors may desire. Any person may hold two or more offices, provided that no person holding more than one office may sign, in more than one capacity, any certificate or other instrument required by law to be signed by two officers.

(c) *Appointment and Term of Office.* The Officers shall be appointed by the Board of Directors at such time and for such term as the Board of Directors shall determine. Any Officer may be removed, with or without cause, only by the Board of Directors. Vacancies in any office may be filled only by the Board of Directors.

(d) *Chairman of the Board/Chief Executive Officer.* The Chairman of the Board shall be the chief executive officer of the Company and shall have the general powers, duties and responsibilities of supervision and management inherent in such office as well as such additional powers and duties as the Board of Directors may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Directors and Members. He shall be an ex-officio member of all committees of the Board of Directors, except that he shall be a full member and entitled to all rights and privileges pertaining thereto with respect to committees on which he is named a full member.

(e) *President.* The President, subject to the direction of the Board of Directors and the Chairman of the Board, shall be the chief operating officer of the Company and shall be responsible for the management and direction of the day-to-day business and affairs of the Company, its other Officers, employees and agents, shall supervise generally the affairs of the Company and shall have full authority to execute all documents and take all actions that the Company may legally take. The President shall exercise such other powers and perform such other duties as may be assigned to him by this

Agreement, the Board of Directors and the Chairman of the Board. The President shall preside at all Member meetings and all meetings of the Board of Directors and Members in the absence of the Chairman of the Board.

(f) *Vice Presidents.* Each Vice President appointed by the Board of Directors shall, in the absence or disability of the President, have all of the powers and duties conferred upon the President, including the same power as the President to execute documents on behalf of the Company. Each such Vice President shall perform such other duties and may exercise such other powers as may from time to time be assigned to him by the Board of Directors or the President.

(g) *Secretary and Assistant Secretaries.* The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Board of Directors and Members, except that the President, in his discretion, may arrange for the recordation of any meeting of Directors or Members by a stenographer. The Secretary shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Board of Directors or the President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

(h) *Treasurer and Assistant Treasurers.* The Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board of Directors or the President. The Treasurer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as this Agreement, the Board of Directors or the President shall designate from time to time. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer's absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company.

(i) *Powers of Attorney.* The Company may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other persons.

(j) *Delegation of Authority.* Unless otherwise provided by resolution of the Board of Directors, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

3.4 *Compensation.* The Directors and Officers shall receive such compensation for their services as may be designated by the Board of Directors. In addition, the Officers shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the ordinary course of their service hereunder. In addition, the members of the Board of Directors shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in attending each regular and special meeting of the Board of Directors.

ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS

4.1 *Place of Meetings.* The meetings of the Board of Directors may be held at the principal office of the Company or at such other place, within or without the State of Louisiana, as may be designated by majority of the Board of Directors from time to time.

4.2 *Meetings; Notice.* Regular meetings of the Board of Directors shall be held on the third Thursday of March, June, September and December of each year, upon at least five days' written notice from the President or Secretary or at such other time as shall from time to time be determined by the Board, provided that notice of such determination shall be given to all Directors. Special meetings of the Board of Directors may be called by the Chairman or President on no less than two days' notice given to each director, either personally or by telephone, mail, facsimile transmission, e-mail or any other comparable form of communication. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors, and if the President or Secretary fail or refuse, then the two Directors may call the meeting on two days' written notice given to each Director. Special meetings shall be held at the principal place of business of the Company, unless otherwise determined by the Board of Directors. Notwithstanding the above, a meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of Members at the same location as such meeting of Members, and no notice of such meeting of the Board of Directors shall be necessary to legally constitute the meeting, provided a quorum shall be present. Members of the Board of Directors present or represented at any meeting shall be deemed to have received due notice, or to have waived, notice thereof, except when a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.3 *Quorum; Acts of the Board.* A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the act of a majority of the members of the Board of Directors present shall be the act of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, the Board of Directors present may adjourn the meeting without notice other than announcement at the meeting, until a quorum is present. If a quorum is present when the meeting is convened, the members present may continue to do business notwithstanding the withdrawal of enough members to leave less than a quorum or the refusal of any member present to vote.

4.4 *Action by Unanimous Written Consent.* Any action which may be taken at a meeting of the Board of Directors may be taken by a consent in writing signed by all of the members of the Board of Directors and filed with the records of proceedings of the Board of Directors.

4.5 *Meetings by Telephone or Similar Communication.* Members of the Board of Directors may participate in and be present at any meeting of the Board of Directors by means of conference telephone or similar communications equipment if all persons participating in such meeting can hear and communicate with each other.

4.6 *Committees.* The Board of Directors may designate one or more committees, each committee to consist of two or more of the Directors of the Company (and one or more Directors may be named as alternate members to replace any absent or disqualified regular members of such committees), which, to the extent provided by resolution of the Board of Directors or this Agreement, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Company, and may have power to authorize the seal of the Company to be affixed to documents. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Any vacancy occurring in any such committee shall be filled by the Board of Directors, but the Chairman may designate another Director to serve on any such committee pending action by the Board. Each such committee shall hold office during the term of this Board of Directors constituting it, unless otherwise ordered by the Board of Directors, and shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

4.7 *Remuneration to Directors.* Members of the Board of Directors, as such, shall receive such salary for their services by resolution of the Board of Directors, and shall receive the actual expenses of attendance, if any, for each regular or special meeting of the Board of Directors; but this section does not preclude any Director from serving the Company in any other capacity and receiving compensation therefore.

4.8 *Resignations.* The resignation of a Director shall take effect on receipt thereof by the President or Secretary or any later date not more than 30 days after such receipt, specified therein.

ARTICLE V
DIVIDENDS

5.1 *Dividends.* Subject to Section 5.2, the Board of Directors at any regular or special meeting may from time to time declare, and the Company may pay, dividends in cash, property or its own Shares.

5.2 *Limitation.* No dividend or other distribution shall be made by the Company if, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's total assets would be less than the sum of its total liabilities. The Company may base a determination that a distribution is not prohibited under this Section 5.2 either on financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances or a fair valuation or other method that is reasonable under the circumstances. For purposes of this Section 5.2, generally accepted accounting principles are deemed to be reasonable. The effect of a distribution under this Section shall be measured as of the date upon which the distribution is authorized if the payment occurs within 120 days after the date of authorization, or the date upon which payment is made if it occurs more than 120 days after the date of authorization.

ARTICLE VI
SHARES

6.1 *Shares.* The holders of Shares (a) shall be entitled on a pro rata basis to such distributions, if any, as shall be provided thereon from time to time by the Board of Directors, (b) upon liquidation or dissolution of the Company, shall be entitled on a pro rata basis to all remaining assets after satisfaction of the Company's liabilities to creditors, (c) shall not be subject to any right of redemption by the Company (except as otherwise provided in this Agreement) and (d) shall be entitled to one vote per Share on matters submitted to a vote or consent of Members. Each Share shall be identical in all respects with each other Share.

6.2 *Members.*

(a) A Person shall be admitted as a Member, and shall become bound by this Agreement, if such Person executes this Agreement or, without such execution, if such Person purchases or otherwise lawfully acquires any Shares and becomes the record holder of such Shares in accordance with the provisions of this Agreement. For purposes of this Agreement and the Articles, "Person" means any individual, partnership, corporation, limited liability company, trust or other entity. In the case of a Member who is not a natural person, such Member may act through any Person authorized by such Member.

(b) The name and mailing address of each Member shall be listed on the books and records of the Company. The Secretary of the Company shall be

required to update the books and records from time to time as necessary to accurately reflect the information therein. A Member's Shares shall be represented by the Certificate (as hereinafter defined) held by such Member.

6.3 *Liability to Third Parties.* No Member or beneficial owner of Shares shall be liable for the debts, obligations or liabilities of the Company.

6.4 *Certificates.* Certificates ("Certificates") evidencing Shares shall be in such form, not inconsistent with that required by the Act or any other law and this Agreement, as shall be approved by the Board of Directors. The Company shall issue to each Member one or more Certificates, signed by the President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Company certifying the number of Shares owned by such Member; provided, however, that any of or all the signatures on the Certificate may be facsimile. In case any Officer who shall have signed or whose facsimile signature or signatures shall have been placed upon any such Certificate or Certificates shall have ceased to be such Officer before such Certificate is issued by the Company, such Certificate may nevertheless be issued by the Company with the same effect as if such person were such Officer at the date of issue. Certificates shall be consecutively numbered and shall be entered in the books and records of the Company as they are issued and shall exhibit the holder's name and number of Shares.

6.5 *Register, Registration of Transfer and Exchange.*

(a) The Company shall keep or cause to be kept on behalf of the Company a register that, subject to any requirements of the Board of Directors and subject to the provisions of Section 6.5(b), will provide for the registration and transfer of Shares. The Company shall not recognize transfers of Shares unless the same are effected in the manner described in this Section 6.5. Upon surrender for registration of transfer of any Certificate, and subject to the provisions of Section 6.5(b), the appropriate Officers of the Company shall execute and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number of Shares as was evidenced by the Certificate so surrendered.

(b) The Company shall not be required to recognize any transfer of Shares until the Certificates evidencing such Shares are surrendered to the Company for registration of transfer. No charge shall be imposed by the Company for such transfer, *provided*, that, as a condition to the issuance of any new Certificate under this Section 6.5, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.

(c) By transfer of Shares in accordance with this Section 6.5, the transferor shall be deemed to have given the transferee the right to be admitted to the Company as a Member, and each transferee of Shares (including any nominee holder or an agent acquiring such Share for the account of another person) shall become a Member with respect to the Share so transferred to such person when any such transfer and admission is reflected in the books and records of the Company and shall be subject to the terms and conditions of the Articles and this Agreement.

(d) The Company shall be entitled to recognize the record holder as the owner of Shares and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Shares on the part of any other person, whether or not the Company shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule or regulation. Subject to the foregoing provisions of this Section 6.5(d), Shares shall be freely transferable. The transfer of any Shares and the admission of any new Member shall not constitute an amendment to this Agreement.

(e) Each dividend or other distribution in respect of the Shares shall be paid by the Company, directly or through any other person or agent, only to the record holders thereof as of the record date set forth the dividend or other distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

6.6 *Mutilated, Destroyed, Lost or Stolen Certificates.*

(a) If any mutilated Certificate is surrendered to the Company, then the appropriate Officers on behalf of the Company shall execute and deliver in exchange therefor, a new Certificate evidencing the same aggregate number and type of Shares as the Certificate so surrendered.

(b) The appropriate Officers on behalf of the Company shall execute and deliver a new Certificate in place of any Certificate previously issued if the record holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to an Officer, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the Company has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested, delivers to the Company a bond, in form and substance satisfactory to the Company, with surety or sureties and with fixed or open penalty as the Company may reasonably direct, in its sole discretion, to indemnify the Company against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the Company.

If a Member fails to notify the Company within a reasonable time after he has notice of the loss, destruction or theft of a Certificate, and a transfer of the Shares by the Certificate is registered before the Company receives such notification, the Member shall be precluded from making any claim against the Company for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 6.6, the Company may require the payment of a sum sufficient to cover any tax or other government charge that may be imposed in relation thereto and any other expenses reasonably connected therewith.

6.7 *Return of Consideration; Withdrawal and Expulsion.* A Member is not entitled to the return of any part of its consideration paid to the Company for any Shares or to be paid interest in respect thereto. Except as otherwise provided in this Agreement or in the Articles, no Member shall be entitled to a distribution upon such Member ceasing to be a Member for any reason. No Member shall be required to contribute or to lend any cash or property to the Company to enable the Company to return to a Member its consideration paid to the Company for any Shares. Members may not be expelled from the Company or withdraw from the Company, except by transferring Shares.

ARTICLE VII
DISSOLUTION; LIQUIDATION AND TERMINATION

7.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up only upon the affirmative vote of the Members holding the majority of the Shares present at the meeting. The termination of a Member's status as a Member shall not terminate or dissolve the Company.

7.2 *Liquidation and Termination.* On dissolution of the Company, the Board of Directors shall serve as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company's business with all of the power and authority of the Board of Directors and the Members. The steps to be accomplished by the liquidator are as follows:

subject, however, to the right of the Members to change or repeal any portion of this Agreement made or amended by the Directors.

8.2 *Amendments to Articles.* Except as provided herein, the approval of a majority of the Board of Directors and the approval of Members holding at least 2/3rds of issued and outstanding Shares shall be required to approve an amendment to the Articles of Organization. The Board of Directors, without the approval of the Members, may amend the Articles to change the certifying official or to delete or add one or more certifying officials.

ARTICLE IX
LIMITATION OF LIABILITY; INDEMNIFICATION

9.1 Limitation of Liability. Neither any Member or the Board of Directors (a "Director") nor any Officer shall be personally liable for monetary damages for breach of any duty provided for in La. R.S. 12:1314; provided, that this Section shall not limit or eliminate the liability of any Director or Officer for a breach of fiduciary duty, for the amount of a financial benefit received by the Director or Officer to which he or she is not entitled or for an intentional violation of a criminal law.

9.2 *Right to Indemnification.* Each person who is involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she is or was a Director or Officer of the Company shall be indemnified by the Company to the fullest extent permitted by law, as the same exists or may hereafter be in effect (but, in the case of any subsequent change in the law, only to the extent that such change permits the Company to provide broader indemnification rights than were permitted prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve as a Director or Officer. The rights granted pursuant to this Article shall be deemed contract rights, and no amendment, modification, or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

9.3 *Advance Payment.* The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under this Article who was, is, or is threatened to be made, a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of (a) a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and (b) a written

undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

9.4 *Nonexclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or Officer may have or hereafter acquire under any law (common or statutory), provision of the Articles or this Agreement, any agreement, vote of Members, or otherwise.

9.5 *Insurance.* The Company may purchase and maintain insurance, at its expense, to protect itself, and any person who is or was serving as a Director or Officer of the Company, against any expense, liability, or loss, whether or not the Company would have the power to indemnify such person against such expense, liability, or loss under this Article.

9.6 *Savings Clause.* If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Director or Officer indemnified pursuant to this Article as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X
GENERAL PROVISIONS

10.1 *Notices.* Except as expressly set forth to the contrary in the Articles or this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid or by delivering that writing to the recipient in person, by courier, or by facsimile transmission. A notice, request, or consent given under this Agreement is effective on receipt by the person to receive it; however, if such notice is placed in the United States mail, postage prepaid, and addressed to a Member at such Member's last known address, notice shall be deemed to have been received by such Member on two business days after such notice is placed in the mail. All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on the books and records of the Company or such other address as that a Member may specify by notice to the Company. Any notice, request, or consent to the Company must be given at the following address: 909 Poydras Street, Suite 1700, New Orleans, Louisiana 70112. Whenever any notice is required to be given by law, the Articles, or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.2 *Governing Law; Severability.* This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Louisiana. If a direct conflict exists between the provisions of this Agreement and (a) any provision of the Articles or (b) any

mandatory provision of the Act, the applicable provision of the Articles or the Act shall control. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances not affected thereby shall be enforced to the greatest extent permitted by law.

10.3 *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

10.4 *Fiscal Year.* The Board of Directors may adopt for and on behalf of the Company a fiscal or a calendar year.

IN WITNESS WHEREOF, the Organizational Member and the Company have executed and agreed to this Agreement as of the date first set forth above.

Joseph C. Canizaro
Organizational Member

COLUMBUS MANAGEMENT, L.L.C.

By: Joseph C. Canizaro, President

Members effective as of merger of Columbus Management, Inc. into the Company on December 30, 2001.

Joseph C. Canizaro

1st Judicial District
Instrument 2014 9229 D -J1
Filed/Recorded 11/18/2014 01:40 P
Total Fees $ 36.00
2 Pages Recorded

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682
Biloxi MS 39535
228-388-7441

Index: Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

THE PEOPLES BANK, BILOXI, MISSISSIPPI,

155 LaMeuse St, Biloxi, MS 39530, 228-435-5511,

does hereby sell, convey and specially warrant unto

COLUMBUS MANAGEMENT, LLC,

909 Poydras St, Ste 1700, New Orleans, LA 70112, 504-584-5000,

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

Lots Twenty-three to Twenty-eight (23-28) Inclusive, Thirty-five to Fifty-four (35-54) Inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (Copy Book 4 at Page 279) thereof; reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

THE SUBJECT PROPERTY IS CONVEYED IN ITS 'AS-IS, WHERE-IS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION BY THE GRANTOR, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF, The Peoples Bank, Biloxi, Mississippi has caused this conveyance to be executed by its duly authorized officer after having first been duly authorized to do so, on this the 17th day of November, 2014.

The Peoples Bank, Biloxi, Mississippi

BY: Chevis Swetman
Name: Chevis Swetman
Title: President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Chevis C. Swetman, who acknowledge that he/she is/are the President of The Peoples Bank, Biloxi, Mississippi, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 2014.

Kristi M. Gilbert
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
KRISTI M. GILBERT
ID No 81780
Comm Expires July 5, 2016
NOTARY PUBLIC
HARRISON COUNTY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BOOK 863 PAGE 446

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned THETA MARTIN a/k/a Theta Finch, does hereby sell, convey and warrant unto GULF SOUTH CAPITAL CORPORATION a Mississippi Corporation, the following described land and property, being located and situated in the City of Gulfport, County of Harrison, First Judicial District, State of Mississippi, and being more particularly described as follows, to-wit:

> Lots 31 - 40 inclusive of Block 4, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk in Plat Book 7 at Page 4, AND ALSO:
>
> Beginning at the Northeast corner of Lot 6, Block 4 of Abyssinia Subdivision and from said point run thence South to the Southeast corner of Lot 25, from said point run thence East 10 feet to the Southwest corner of Lot 50, from said point run thence North to the Northwest corner of Lot 31, from said point run thence West a distance of 10 feet to the point of beginning. Said property being located in the First Judicial District of Harrison County, Mississippi.

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

TAXES fur the current year have been prorated as of this date and are assumed by the Grantee herein.

WITNESS MY SIGNATURE this the 6th day of August, 1979.

Theta Martin a/k/a Theta Finch

THETA MARTIN a/k/a THETA FINCH

STATE OF MISSOURI

COUNTY OF JACKSON

BOOK 863 PAGE 447

PERSONALLY, came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named THETA MARTIN who was formerly Theta Finch, who acknowledged to and before me that she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office this the 6th day of August, 1979.

Rhonda S. Carpenter

NOTARY PUBLIC

My Commission Expires:

RHONDA S. CARPENTER M.C.E. OCT. 31, 1981

4902

STATEMENT OF FEES

Filing .05

Recording Words @ 15¢ per 100 2.50

Certificate .50

Indexing 15¢ each Separate Subdivision 1.50

Total Fees 4.55

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 11 o'clock and 01 minutes A. M. on 9 day of Aug, A. D. 19 79 and recorded Aug. 10, 19 79 in Records of Deeds Book 763 Pages 446-447.

G. N. Creel, Chancery Clerk

By J. Bedeau, D. C.

run Southerly along a line that is 21.000 meters (68.898 feet) Easterly of and parallel with the centerline of construction of said project, having a radius of 1631.000 meters (5351.050 feet), an arc distance of 5.342 meters (17.526 feet) [said arc having a chord bearing of South 00° 10' 53" West for a distance of 5.342 meters (17.526 feet)] to the Southern line of grantors property; thence run North 89° 53' 42" West along said Southern property line, a distance of 31.852 meters (104.501 feet) to the present Eastern right-of-way line of Cowan Road; thence run North 00° 24' 50" West along the present Eastern right-of-way line of said Cowan Road, a distance of 151.863 meters (498.238 feet) to the Northern line of grantors property; thence run North 89° 42' 46" East along said Northern property line, a distance of 12.190 meters (39.993 feet) to the point of beginning, containing 0.520 hectares (1.286 acres), more or less and being situated in and a part of the Lots 6 through 25, Block 4, Abyssinia Subdivision, Plat Book 7, Page 4 in the Chancery Clerk's Office, City of Gulfport, First Judicial District, Harrison County, Mississippi, the Northeast 1/4, Section 31, Township 7 South, Range 10 West.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

The grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness this signature the 26th Day of August, A.D., 19 98.

Gulf South Capital Corporation
By [signature] President

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 94-9371-00-005-10

Grantor Address:
Gulf South Capital Corp.
909 Poydras St., Suite 1700
New Orleans, LA 70112
Phone Number:
Business Number: (504) 584-5000

BOOK 1427 PAGE 431

Project No. 94-9371-00-005-10
Parcel No. 044-0-00-W
County HARRISON

Whereas, at a special meeting of the Board of Directors of this Corporation duly held on the 26th day of August 19 98, the board duly passed a resolution authorizing the sale, conveyance, and transfer of certain property to the Mississippi Department of Transportation for the sum of $ 150,000 ;

Be it resolved that Joseph C. Canizaro

is / are hereby authorized, empowered and directed to execute and deliver unto the Mississippi Transportation Commission a deed to 1.286 acres of land as described above.

That the principal terms of the transaction and the nature and amount of the consideration, and the resolution of the board of directors hereinabove set forth, he and the same hereby are approved by the stockholders of this corporation as set forth by its charter, said approval is recorded in Corporation Minute Book n/a at Page n/a .

ATTEST: Secretary

Chairman of Board
Joseph C. Canizaro

Name of Corporation
Gulf South Capital Corp.

Address
909 Poydras Street, Suite 1700
New Orleans, LA 70112

(CORPORATE SEAL)

Instrument No. 7875

STATEMENT OF FEES

Recording Fee $6.00
Records Management Fee $1.00
Abstracting Section Fee
$1.00 each
Marginal Entry $1.50 each
Other
TOTAL FEES COLLECTED 8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 8 o'clock and 03 minutes A. M. on 19 day of Oct , A.D. 19 98 and recorded Oct 20 , 19 98 in Records of Deeds Book 1427 Pages 429-434

JOHN McADAMS, Chancery Clerk

By , D.C.

LAWRENCE-GREENWOOD 00685

PARCEL A

A parcel of land being a portion of Lots 6 through 15, Block 4, and being all of Lots 31 through 40, inclusive of Block 4 and all of Lots 6 though 15, inclusive of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk, and together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being more particularly described as follows:

Beginning at a ½" iron rod found at the Northeast corner of Lot 31, Block 4, of ABYSSINIA SUBDIVISION, S89°29'52"E 19.77 feet to a capped ½" iron rod set in the center of Baker Street; thence S89°29'52"E 160.44 feet to a ½" iron rod found; thence S00°09'29"E 250.02 feet to a capped ½" iron rod set; thence N89°29'52"W 141.58 feet to the Southwest corner of Lot 15, Block 4, of ABYSSINIA SUBDIVISION; thence N89°29'23"W 39.55 feet to a capped ½" iron rod set at the Southeast corner of Lot 40, Block 4, of ABYSSINIA SUBDIVISION; thence S89°48'15"W 144.43 feet to a capped ½" iron rod set lying on the East margin of Cowan-Lorraine Road (Also known as Highway 605); thence along said East margin, N00°00'59"E 250.00 feet to a ½" iron rod found; thence N89°48'15"E 144.58 feet to the point of beginning. Said parcel contains 1.87 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, also a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION and also a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION.

PARCEL B

A parcel of land being a portion of Lots 16 through 25, Block 4, and being all of Lots 41 through 50, inclusive of Block 4, and all of Lots 16 through 25, inclusive, of Block 3, ABYSSINIA SUBDIVISION, a subdivision located in the City of Gulfport, First Judicial District of Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk. Said parcel also, being all of Lots 19 through 34, inclusive, of Block 7, and all of Lots 35 through 54, inclusive, of Block 6, EUREKA SUBDIVISION, according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi; together with all interest the Grantors now have or may hereinafter acquire in the streets and alleys joining the above described land and property. Said parcel of land being particularly described as follows:

Beginning at a ¾" iron pipe found at the Northwest corner of Lot 19, Block 7, of EUREKA SUBDIVISION, S89°58'22"E 144.96 feet to a ¾" iron pipe found; thence S88°48'52"E 19.31 feet to a capped ½" iron rod set at the Southwest corner of Lot 51, Block 6, EUREKA SUBDIVISION, said point also lying on the East margin of Howard Street; thence along the East margin of Howard Street, N00°09'02"E 100.00 feet to a ¾" iron pipe found at the Northwest corner of Lot 54, Block 6, EUREKA SUBDIVISION; thence along the North line of Lot 54,

Block 6, EUREKA SUBDIVISION, S89°51'16"E 125.06 feet to a ¾" iron pipe found at the Northeast corner of said Lot 54, Block 6; thence S00°07'59"W 500.00 feet to a capped ½" iron rod set at the Southeast corner of Lot 35, Block 6, EUREKA SUBDIVISION, said point also lying on the North margin of North Street; thence also said North margin, N89°52'34"W 145.00 feet to a 1" iron pipe found; thence continue along said North margin, N89°46'44"W 144.88 feet to a 1" iron pipe found at the Southwest corner of Lot 34, Block 7, EUREKA SUBDIVISION; thence S86°44'58"W 23.60 feet to a ¾" iron pipe found lying on the East boundary line of the property now or formerly of HSC Cowan Road, LLC as recorded in Deed Instrument Number 2017-0000147-D-J1; thence along the East boundary line of said HSC Cowan Road, LLC property, N00°26'40"W 76.17 feet to a 1/2 " iron rod found at the Southeast corner of the property now or formerly of Lacuesta; thence along the East boundary line of Lacuesta property, N00°25'47"E 149.87 feet to a ¾" iron pipe found at the Northeast corner of said Lacuesta property; thence along the North boundary line of said Lacuesta property, N89°40'11"W 328.00 feet to a ½" iron rod found lying on the East margin of Cowan – Lorraine Road (also known as Highway 605); thence along said East margin, along a curve to the left, having a radius of 5,351.05 feet, an arc length of 18.41 feet and a chord bearing and distance of N00°47'04"E 18.41 feet to a concrete monument found; thence continue along said East margin, N03°34'48"E 111.33 feet to a concrete monument found; thence continue along said East margin, N00°00'59"E 119.93 feet to a capped ½" iron rod set; thence leaving said East margin, N89°48'15"E 144.43 feet to a capped ½" iron rod set at the Northeast corner of Lot 41, Block 4, ABYSSINIA SUBDIVISION; thence S89°29'23"E 39.55 feet to a capped ½" iron rod set at the Northwest corner of Lot 16, Block 3, ABYSSINIA SUBDIVISION; thence S89°29'52"E 141.58 feet to a capped ½" iron rod set; thence S00°09'29"E 75.00 feet to a ½" iron rod found; thence S89°55'25"E 19.47 feet to the point of beginning. Containing 5.03 acres, more or less. Said parcel contains a vacated portion of a 10 foot alley lying between Block 4, of ABYSSINIA SUBDIVISION, a vacated portion of Baker Street lying between Blocks 3 and 4, of ABYSSINIA SUBDIVISION, a vacated portion of now or formerly Day Street lying East of Block 3, of ABYSSINIA SUBDIVISION, a portion now or formerly Day Street lying West of Block 7, EUREKA SUBDIVISION, and a vacated portion of Howard Street lying between Block 6 and 7 of EUREKA SUBDIVISION.

PARCEL C

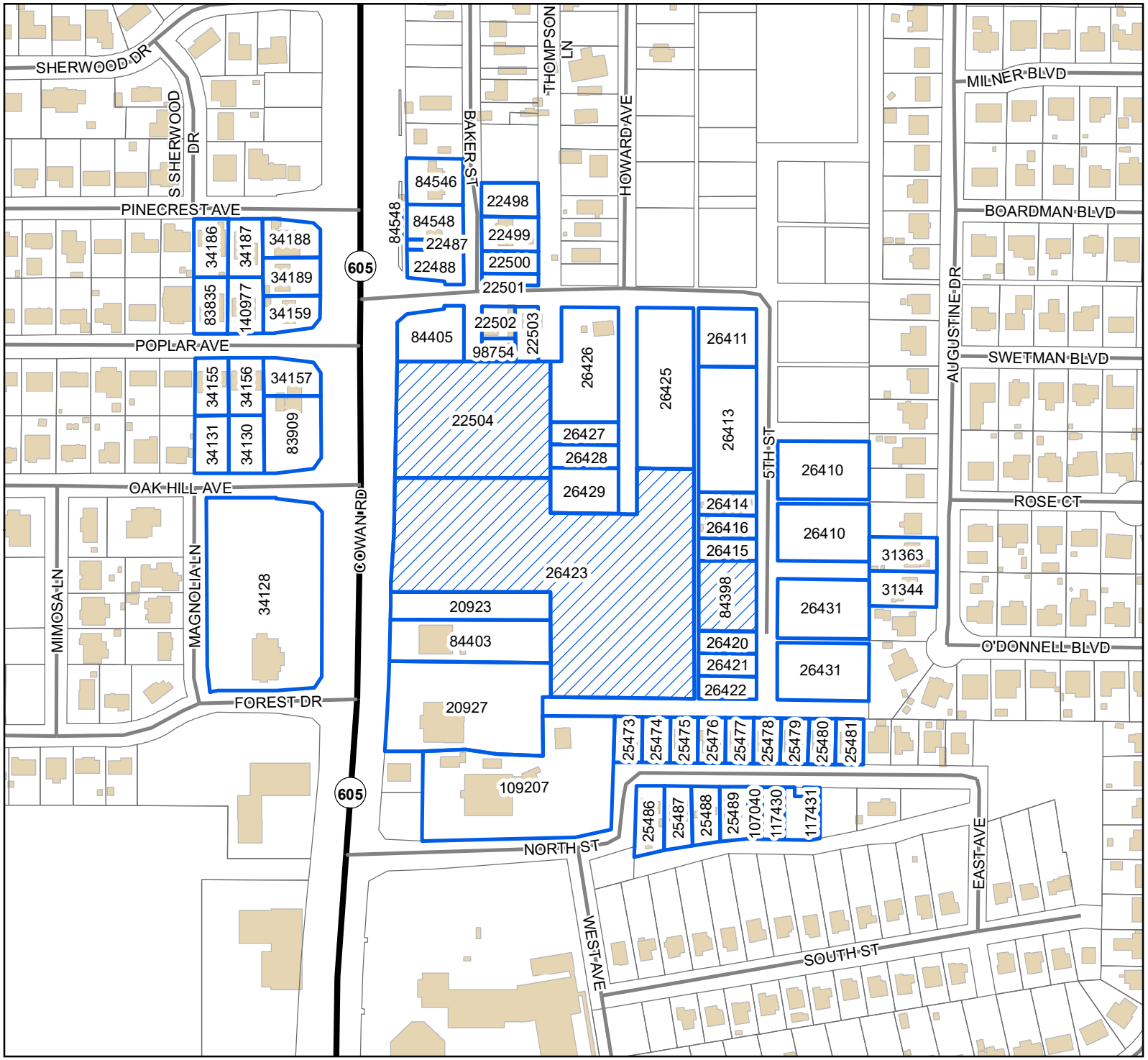
Lots Twenty-Three to Twenty-Eight (23-28) inclusive, Block Six (6), EUREKA ADDITION TO THE CITY OF GULFPORT, according to the official map or plat thereof; on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 9 at Page 8 (copy Book 4 at Page 279) thereof; reference to which is hereby made in and of as a part of this description.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010K-04-021.000	COLUMBUS MANAGEMENT LLC (OWNER)	909 POYDRAS STREET, STE. 1700	NEW ORLEANS	LA	70112
Y		1010K-04-010.000	COLUMBUS MANAGEMENT LLC ETAL (OWNER)	909 POYDRAS STREET, STE. 1700	NEW ORLEANS	LA	70112
Y		1010K-04-006.000	GULF SOUTH CAPITAL CORP (OWNER)	909 POYDRAS STREET, STE. 1700	NEW ORLEANS	LA	70112
Y			FREDDIE FOUNTAIN (AGENT)	1334 SEAWAY ROAD,STE 202	GULFPORT	MS	39503
N			**Adjacent Property Owners (2404PC057)**				
	34189	1010L-02-079.000	MYERS KENNETH R	P O BOX 7124	GULFPORT	MS	39506
	34128	1010L-03-059.000	JNM OFFICE PROPERTY LLC	382 COURTHOUSE RD SUITE C	GULFPORT	MS	39507
	26413	1010K-04-002.000	GULF STATES CONFERENCE ASSOCIATION	OF SEVENTH-DAY ADVENTISTS	MONTGOMERY	AL	36117
	22500	1010K-05-024.000	JOHNSON MAMIE -ESTATE-	602 BAKER STREET	GULFPORT	MS	39501
	22487	1010K-05-045.000	DALEY ROBERT M	P O BOX 4273	GULFPORT	MS	39502
	22488	1010K-05-046.000	HAYES LUTHER C -EST-	1326 PINECREST AVE	GULFPORT	MS	39507
	84546	1010K-05-042.000	ANDREWS VICKI M	615 BAKER ST	GULFPORT	MS	39507
	34188	1010L-02-051.000	LOVE ROGICK D	603 COWAN ROAD	GULFPORT	MS	39507
	34187	1010L-02-052.000	LANE VONCILE ETAL	1325 PINECREST AVE	GULFPORT	MS	39507
	26411	1010K-04-001.000	GULF STATES CONFERENCE ASSN ETAL	P O BOX 240249	MONTGOMERY	AL	36124
	83909	1010L-03-025.002	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
	25480	1010N-05-071.000	BEAVERS PATRICIA A	2015 NORTH ST	GULFPORT	MS	39507
N	34157	1010L-03-001.000	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
	34159	1010L-02-078.000	CARTER VARINA	575 COWAN RD	GULFPORT	MS	39507
	31344	1010K-01-041.000	PARRATORE DOLORES M -L/E-	508 HAYDEN DRIVE	GULFPORT	MS	39507
	26422	1010K-04-009.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	25478	1010N-05-073.000	LEWIS DAVID S & GRACE E	2011 NORTH ST	GULFPORT	MS	39507
	25479	1010N-05-072.000	NEKOOEI BEN	11201 LAMBERT WAY	STANTON	CA	90680
	25487	1010N-05-060.000	JP SILVA PROPERTIES LLC	2740 TIDE MARK COVE	BILOXI	MS	39531
N	25488	1010N-05-061.000	JP SILVA PROPERTIES LLC	2740 TIDE MARK COVE	BILOXI	MS	39531
N	26429	1010K-04-016.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	26415	1010K-04-005.000	CORNELSON JOHN E III & CRYSTAL M	503 EAST 5TH STREET	GULFPORT	MS	39507
	84405	1010K-04-024.000	BELLWETHER LLC	11511 TREELAWN STREET	GULFPORT	MS	39507
	26426	1010K-04-013.000	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506
	20927	1010K-04-018.000	VESCOVO ROBERT E SR & JO ELLA	117 DEER MEADOWS CT	BALLWIN	MO	63011
	109207	1010N-05-079.001	DE L'EPEE DEAF CENTER INC	1790 POPPS FERRY RD	BILOXI	MS	39532
	25473	1010N-05-078.000	GRACE MARGARET	2001 NORTH ST	GULFPORT	MS	39501
	25475	1010N-05-076.000	CHAMBERS TERRELLE & TASHAWA	2005 NORTH ST	GULFPORT	MS	39507
	26425	1010K-04-012.000	MOSEBAY KAROL L ETAL	3004 VALARIA DR	HIGHLAND	CA	92346
	34156	1010L-03-002.000	LEE FAITH -ETAL-	117 CONNIE DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	34155	1010L-03-003.000	REYNOLDS LEE ESTER	1323 POPLAR AVE	GULFPORT	MS	39501
	107040	1010N-05-063.001	SCOTT CARROL A	531 ROBINS ST	TUPELO	MS	38804
N	117431	1010N-05-063.003	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
N	34130	1010L-03-025.001	FRISBY CLIFFORD C	2205 JOHN HILL BLVD	GULFPORT	MS	39501
N	34131	1010L-03-025.003	REYNOLDS LEE ESTER	1323 POPLAR AVE	GULFPORT	MS	39501
	20923	1010K-04-020.000	TYNES HOLDINGS LLC	4913 COURTHOUSE RD	GULFPORT	MS	39507
N	84403	1010K-04-019.000	TYNES HOLDINGS LLC	4913 COURTHOUSE RD	GULFPORT	MS	39507
	26421	1010K-04-008.000	PRESS KAREN J & THOMAS JACK D	527 A MAGNOLIA ST	GULFPORT	MS	39507
	26423	1010K-04-010.000	COLUMBUS MANAGEMENT LLC ETAL	909 POYDRAS ST STE 1700	NEW ORLEANS	LA	70112
	25476	1010N-05-075.000	DREW DANIEL & KRISTI	2701 517TH ST NW	GIG HARBOR	WA	98335
	25477	1010N-05-074.000	MOEINI MOHAMMAD -ESTATE-	P O BOX 8833	GULFPORT	MS	39506
	25489	1010N-05-062.000	LEE GLORIA	2006 NORTH ST	GULFPORT	MS	39507
	22502	1010K-04-023.000	MCQUEEN MARY L -EST-	1425 5TH STREET	GULFPORT	MS	39501
	22503	1010K-04-022.000	COLE LILLIAN E -EST-	1427 5TH ST	GULFPORT	MS	39501
	26427	1010K-04-014.000	MOORE EMMA LOU O'NEAL ETAL	314 42ND ST	GULFPORT	MS	39507
	26428	1010K-04-015.000	BERON LAWRENCE & GREGORY & THOMAS	2200 NEELY STREET	JEFFERSON	LA	70121
	26414	1010K-04-003.000	REYER EVELYN D VEIRLING	505 E 5TH ST	GULFPORT	MS	39507
	26416	1010K-04-004.000	PARKER VIOLET M	504 5TH STREET	GULFPORT	MS	39507
	26420	1010K-04-007.000	WEBSTER DANIEL	P O BOX 1511	GULFPORT	MS	39502
	25486	1010N-05-059.000	KNEALE ANTHONY P	2000 NORTH ST	GULFPORT	MS	39507
N	98754	1010K-04-023.001	MCQUEEN MARY L -EST-	1425 5TH ST	GULFPORT	MS	39501
	22501	1010K-05-023.000	LEWIS CHARLES E	610 BAKER ST	GULFPORT	MS	39507
	31363	1010K-01-040.000	CECALA JOHN A -L/E-	706 AUGUSTINE DR	GULFPORT	MS	39507
	25474	1010N-05-077.000	SWAW LECIA E	2003 NORTH ST	GULFPORT	MS	39507
	25481	1010N-05-070.000	WHITE CORA	2017 NORTH ST	GULFPORT	MS	39507
	117430	1010N-05-063.002	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	26431	1010K-01-061.000	HUTCHINSON BRIDGET	18353 SKY LANE	SAUCIER	MS	39574
	84548	1010K-05-044.000	KENNDY LUCIUS	705 BAKER ST	GULFPORT	MS	39507
	26410	1010K-01-062.000	RICE JOHN B & ATWOOD L III ETAL	1172 CAMP STREET	NEW ORLEANS	LA	70130
N	22498	1010K-05-026.000	LEWIS CHARLES E	610 BAKER	GULFPORT	MS	39507
N	22499	1010K-05-025.000	LEWIS CHARLES E	610 BAKER	GULFPORT	MS	39507
	140977	1010L-02-077.001	MILNER WAYLON J & CHRISTINA L	1324 POPLAR AVE	GULFPORT	MS	39507
	34186	1010L-02-053.000	MAGEE ETHEL M -L/E-	1323 PINECREST AVE	GULFPORT	MS	39503
	83835	1010L-02-077.000	TROBAUGH MARISSA ANN	1322 POPLAR AVE	GULFPORT	MS	39507

2404PC057

Zoning Map Amendment



Legend

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

0 40 80 120

Yards

1 inch = 300 feet

N
W E
S

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

RE: Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

To Applicants and Adjacent Property Owners:

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

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McClatchy

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	539363	Print Legal Ad-IPL01676370 - IPL0167637		$92.35	2	51 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, April 25, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2404PC047, by owner Tricia Roberts, seeking approval for a mobile home use, Tax Parcel 0810D-02-065.000, 2913 Polk Street, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2404PC055, by agent Deberah Couvillion, seeking approval for a mobile home use, Tax Parcel 0907I-03-019.000, Kelly Street, Zoned R-1-5 (Single-family), Ward 6

General Plan 2404PC058, by agent Freddie Fountain, seeking approval for a 44-lot townhome subdivision with three outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited") , T3 (Sub-Urban Zone), Ward 2

Tree Permit Appeal 2405PC068, Tree Permit Appeal 2405TP068, by owner Greg Smith, seeking to appeal the arborist's decision for Tree Permit 2402TP036, 1011D-01-007.000, 1123 Ocean Drive, Zoned T4+ (General Urban Zone "Plus"), Ward 2

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

Zoning Map Amendment 2403PC051, by owner Hector Rojas, requesting to rezone Tax Parcel 0710M-01-012.006 to R-2 (Single-family), 5914 28th Street, Zoned B-2 (General Business), Ward 1 Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Text Amendment 2405PC069, by City of Gulfport, seeking approval of amendment Section 9-106(c) of the Code of Ordinances (Sign Ordinance) to exempt certain signs on a building or structure that is owned and operated by a commission or authority created pursuant to Miss. Code Ann. § 21-27-13 from certain requirements of the Sign Ordinance and to provide a means for the review and approval of the same, and for related purposes.

General Plan 2406PC077, by agent Kenneth Jones, seeking approval for an 84-lot subdivision with six outparcels (Swan Landing Estates), Tax Parcel 0807G-01 001.000, South Swan Road, Zoned R-1-15 (Single-family), Ward 7

This the 4 rd day of April 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0167637
Apr 10 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Mary Castro, 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:
04/10/24

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.

Mary Castro

Sworn to and subscribed before me this 10th day of April 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

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Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

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Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May in the year of 2024

Stephanie Hatcher

Notary Public
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STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: <u>Zoning Map Amendment 2405PC063:</u>

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2405PC063

Hearing Date: May 23, 2024

Current Zoning/Use: R-1-7.5 & I-2/ Commercial Structure

Legal: Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 25,028 square feet of vacant, mixed commercial and residential zoned property from R-1-7.5 (Single-Family) and I-2 (Heavy Industry) to an entire R-1-7.5 zoning. The applicant is seeking to rezone the subject site to allow for construction of a single-family home on each of the newly divided parcels. Applicant has stated if approved that they would immediately work on construction of the single-family home.

According to the City's 2002 Comprehensive Plan, the proposed sections were to change to allow for urban medium density residential developments. This would mean that the applicant's request is not in harmony with the comprehensive plan. As R-1-7.5 is a low-density single-family zoning district, however; the surrounding area is mostly R-1-7.5 zoning, and directly abuts the subject site. Therefore, the proposed zoning would be continuing the existing zoning for the surrounding area.

The applicant has chosen the justifications for change of the current zoning district as an error in the initial zoning, and an increase need for sites.

(a) Applicant claims that the error in the initial zoning was stating "a diagonal line was drawn on the city map creating an I-2 zone along the industrial seaway and a R-1-7.5 along Creel Circle."
(b) Applicant states that "this area was sparsely populated in 1962 when it was changed to I-2 has become one of the most desired areas to live in our city." Applicant also states "Single family affordable homes are needed in our city, and a redevelopment of this older subdivision provides that." The current split zoning does prevent the development of single-family homes, and rezoning the subject property would allow the construction of single-family homes by right.

EXECUTIVE SUMMARY

Applicant is requesting to rezone approximately 25,028 square feet of their property from being split zoned R-1-7.5 and I-2 to being all R-1-7.5 in order to construct single family homes on two newly created parcels. According to the 2002 Comprehensive Plan, the property was to change to allow for urban medium density residential developments. This would not in be harmony with the applicant's request as the R-1-7.5 zoning district is a single-family residence zoning with low density. However; the zoning for the surrounding area, abutting the site to the west, is R-1-7.5. Therefore, the applicant's request would be continuing the existing neighboring zoning.

Any approval should consider these conditions:

1. All protected trees are to remain. Those trees are to be protected and preserved per the city ordinances found in Chapter 8.
2. Prior to any development in Wetland Area, must submit showing that area has been mitigated. Must meet all current building Codes and City of Gulfport Ordinances.
3. Rezoning will require City Council approval. Planning Commission can only give recommendation.

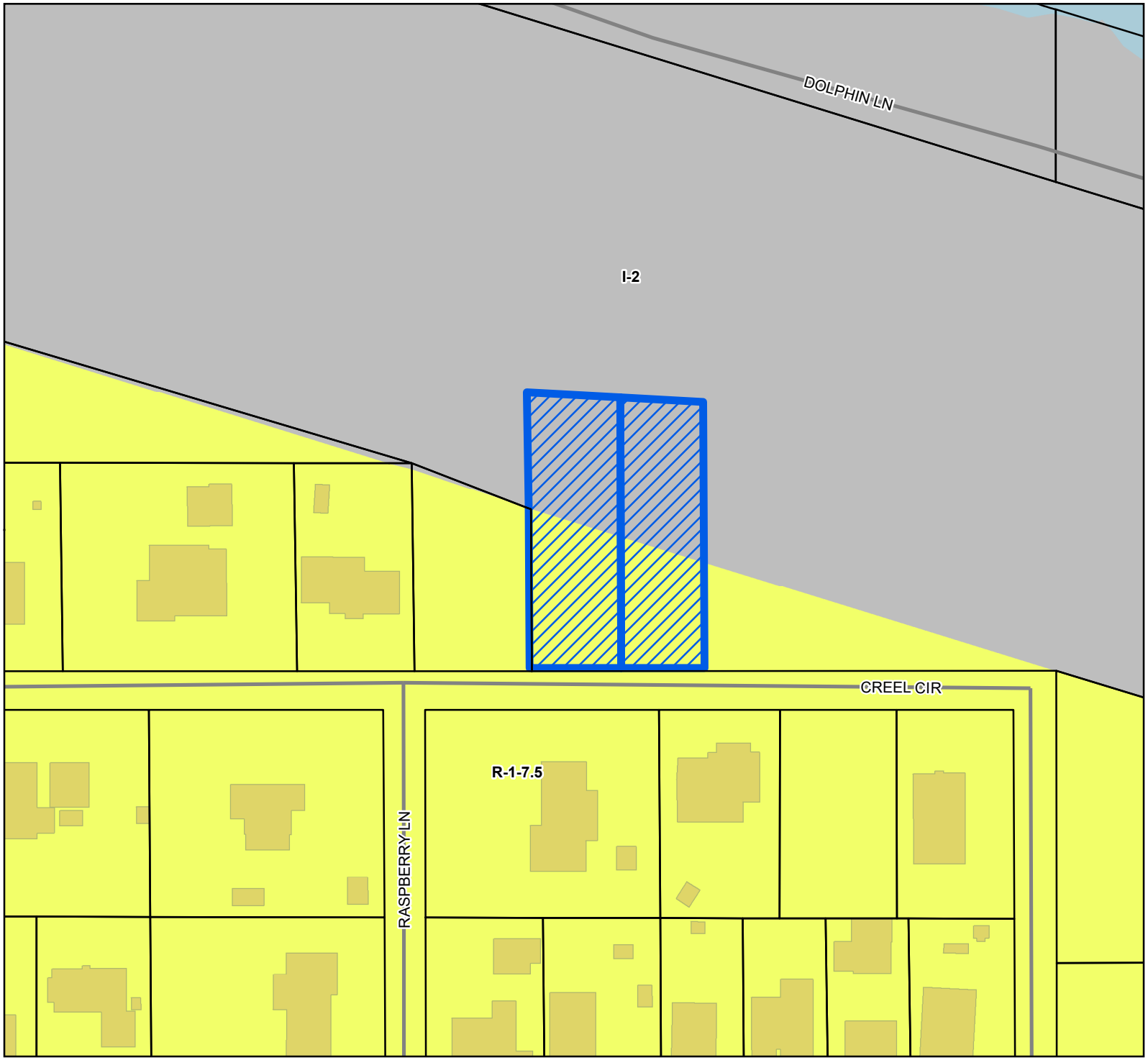
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2406PC063

Zoning Map Amendment



Street
Parcels
Buildings
Water Features

Zoning

I-2 - Heavy Industry District
R-1-7.5 - Single Family Residence District (Low Density)

Site Information

1009K-03-001.010
1009K-03-001.011
Zoning:R-1-7.5 (Single Family)
I-2 (Heavy Industry)
Size: 25028 sqft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

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

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

For Staff Use Only

Case File #: 2405PC06~~4~~3

Date Received: 4/2/24

Receipt #:

Received By: RG

Zoning: R-1-7.5 / I-2

Ward: 5 Flood: X

Size: 24.2 acres

Property Information

TAX PARCEL # 1009K-03-001.006

(If necessary, use separate sheet of paper)

Address of Property Involved: Residential lot abbuting Creel Circle

Lot(s)_____, Block(s)_____, Subdivision_____

General Location:_____

GENERAL DESCRIPTION OF REQUEST: Property is currently split zoned R1.75 and I-2 request that the property be zoned R-1.75 in keeping with the surrounding properties

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
Jacques P. Pucheu	
Printed Name Of Owner	Printed Name Of Agent
3927 Lorraine Road Suite 24A	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228 760-3773 / 228 832 1845	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Jacques@edgefgr.com	
Email	Email
Signature Of Owner	Signature Of Agent

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

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

TAX YEAR 2024

LAND ROLL CHANGE REQUEST FORM

The Tax Assessor's office will no longer combine or split parcels upon request unless there is a deed or other legal document filed of record in the Chancery Clerk's office within the proper legal time frame and which meets the statutory requirements, or unless there is an official written request given to this office by a governing entity.

Owner: 9P HOLDING LLC Date: 3/28/2024

Address: 8927 LORRAINE RD. SUITE 204-A

GULFPORT, MS 39503

Phone # 228-896-6020 Request taken by: [illegible]

BEFORE THIS REQUEST CAN BE COMPLETED BY THE TAX ASSESSOR'S OFFICE THE FOLLOWING MUST BE CHECKED BY A DEPUTY FOR EACH PARCEL INVOLVED AND MUST BE SIGNED BY THE PROPERTY OWNER.

Parcel Numbers Involved

1009K-03-001.001

- ☒ SPLIT
- ☐ COMBINATION (PARCEL # TO KEEP) _____
- ☐ ARE PARCELS CONTIGUOUS YES ☒ NO ☐
- ☐ ARE PARCELS MIXED TITLE YES ☒ NO ☐
- ☐ ARE THERE IMPROVEMENTS INVOLVED YES ☒ NO ☐
- ☐ IF THERE ARE IMPROVEMENTS, WHICH PARCEL OR PARCELS ARE THE IMPROVEMENTS LOCATED ON PARCEL "A"
- ☐ IS THERE A HOMESTEAD INVOLVED YES ☐ NO ☒
- ☐ IF THERE IS A HOMESTEAD INVOLVED, WHICH PARCEL HAS THE PRIMARY HOME ON IT _____
- ☐ ARE PARCELS IN SAME TAXING DIST YES ☒ NO ☐
- ☐ IF THIS IS A SPLIT FOR A MOBILE HOME, HAS THE SPLIT BEEN APPROVED BY ZONING YES ☐ NO ☐
- ☐ ARE ALL APPLICABLE GOVERNMENTAL REQUESTS ATTACHED YES ☒ NO ☐

PROPERTY OWNER

If a mortgage company pays the taxes on any of the parcels involved in this request, it is up to you, the property owner, to notify the mortgage company of the change that may result from this request if approved.

Signature of property owner: [signature]

If not signed in front of a Deputy Tax Assessor this form must be notarized.

Harrison County Mississippi

Powered by: Delta Computer Systems, Inc.

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Deeds & Records Link
UCCs Link
Marriage License
Terms Of Use
Privacy Policy
Webmaster

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Property Link

HARRISON COUNTY, MS

Current Date **4/ 1/2024**

Tax Year 2023
Records Last Updated **3/31/2024**

PROPERTY DETAIL

OWNER PUCHEU JACQUES P
8927 LORRAINE RD #204-A

GULFPORT MS 39503

ACRES : **NA**
LAND VALUE : 44850
IMPROVEMENTS : **NA**
TOTAL VALUE: 44850
ASSESSED : 6728

PARCEL 1009K-03-001.006
ADDRESS OLD LORRAINE RD

TAX INFORMATION

YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	245.03	0.00	248.71
CITY	228.75	0.00	232.18
SCHOOL	436.31	0.00	442.85
TOTAL	910.09	0.00	923.74 **1.50% Penalty**

Pay Tax

Mail Payments To:

Sharon Nash Barnett, Tax Collector
P.O. Box 1270
Gulfport, MS 39502

Postmark will be used to determine penalty

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	DR: 2022-0009615-D-J1 04/26/20
HOMESTEAD CODE	None		22-QC
TAX DISTRICT	5G		1.3 AC COM AT SW COR OF SW 1/4
PPIN	149097		OF
SECTION	19		NE 1/4 SEC 19 N 299.1 FT ON E
TOWNSHIP	07		MAR
RANGE	10		CREEL CIRCLE & EXT E 256.8 FT
			N

Deed Book/Page References

Book	Page	Date	Type
*** No References ***			

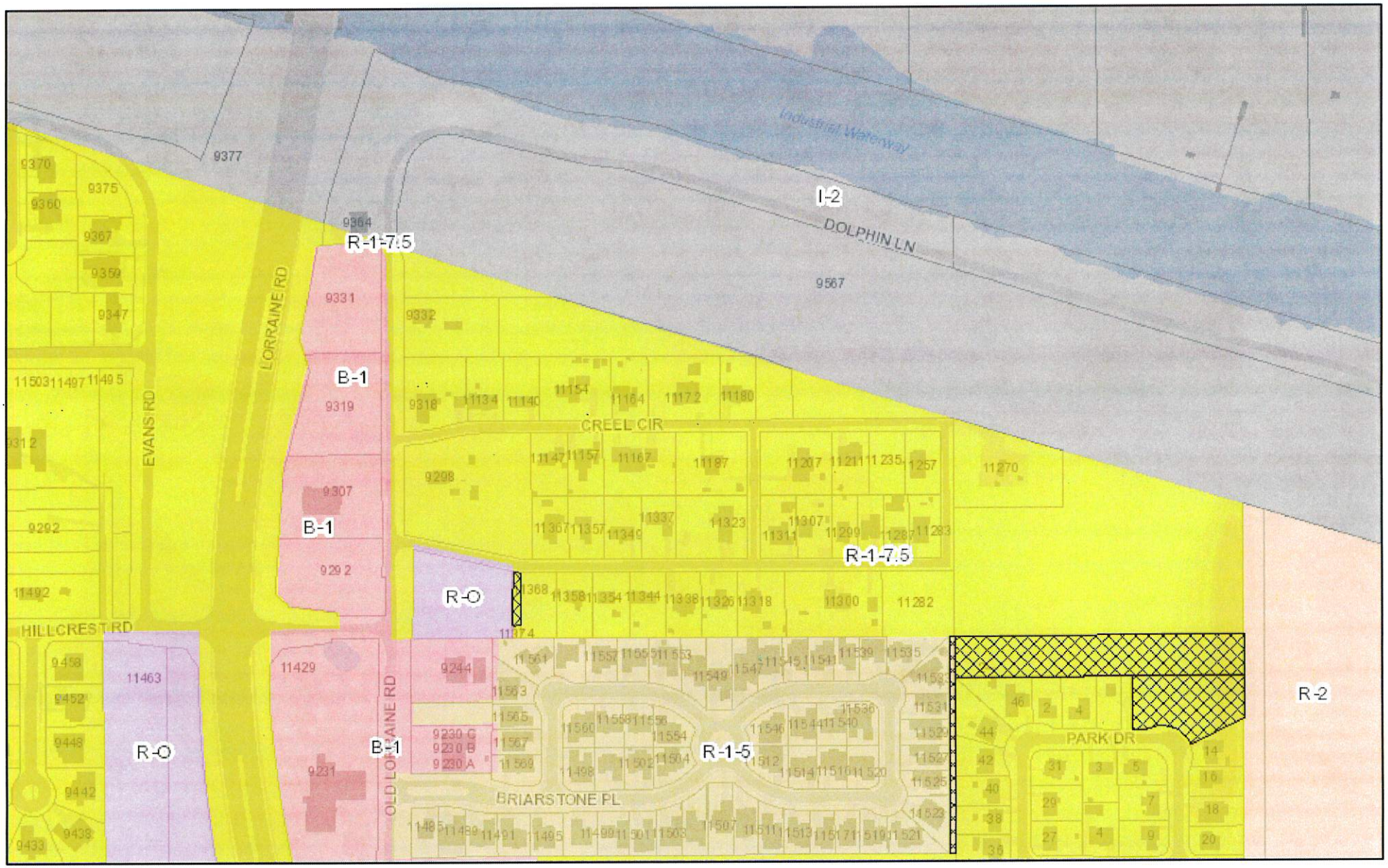
TAX PAID HISTORY

Year	Owner	Total Tax	Paid(Y/N)
NO HISTORY FOUND			

Dolphin 9367

Exhibit (A)

Creel Cir & Dolphin Ln



4/1/2024, 2:50:20 PM

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Gulfport GIS Department, Esri Community Maps Contributors, MARIS, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph,

Traditional Code - Appendix A
- A-1 - Agricultural District
- B-1 - Neighborhood Business District
- B-2 - General Business District
- B-3 - Central Business District
- B-4 - Highway Business District
- E-G - Entertainment - Gaming District
- I-1 - Light Industry District
- I-2 - Heavy Industry District
- I-3 - Planned Industrial District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-3 - General Residence (High Density)
- R-4 - General Residence (High Density)
- R-O - Residence-Office
- R-B - Residence-Business District
- R-E - Residence-Estate
- R-UE - Residential Urban Estate
- SB - Sand Beach
- WF - Water Front

Hybrid Code - Appendix A
- CS - Community Service District
- SD - Special District
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited Commercial Zone
- T4+ - Commercial Zone
- T5 - Heavy Commercial Zone
- T6 - Urban Core/Downtown

Smart Code - Appendix D
- CS - Community Service District
- SD - Special
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited
- T4+ - Commercial
- T5 - Heavy

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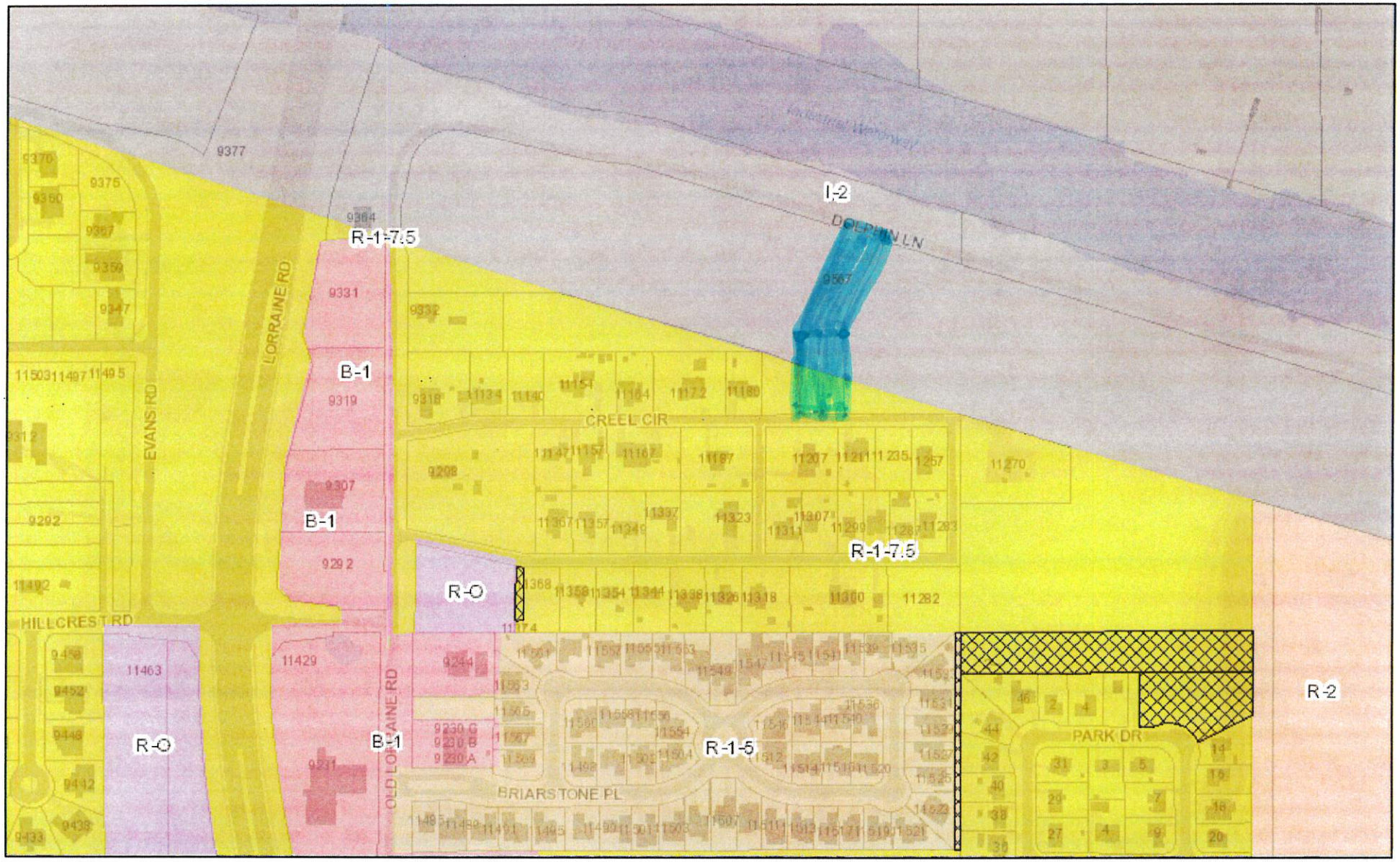
A.1

Creel Cir & Dolphin Ln



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0 0.03 0.07 0.13 mi

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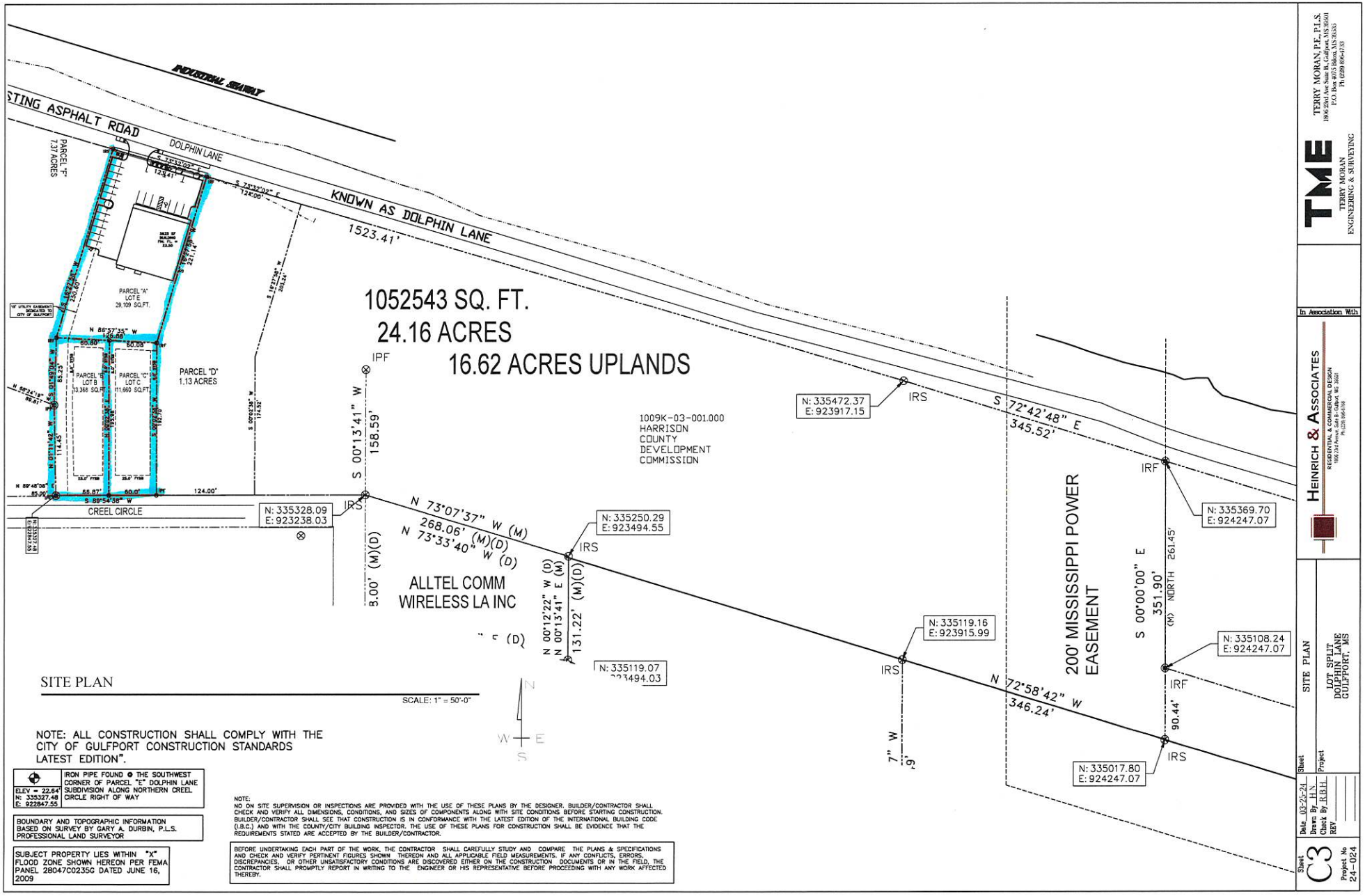
(Exhibit B)



NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF GULFPORT CONSTRUCTION STANDARDS LATEST EDITION".

ELEV = 22.64' N: 335327.48 E: 922847.55	IRON PIPE FOUND ⊗ THE SOUTHWEST CORNER OF PARCEL "E" DOLPHIN LANE SUBDIVISION ALONG NORTHERN CREEL CIRCLE RIGHT OF WAY

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY GARY A. DURBIN, P.L.S. PROFESSIONAL LAND SURVEYOR

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0235G DATED JUNE 16, 2009

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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

TME
TERRY MORAN, P.E., P.L.S.
1906 25rd Ave. Suite H, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39533
Ph (228) 896-4733
TERRY MORAN
ENGINEERING & SURVEYING

In Association With
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1909 23rd Avenue, Suite B - Gulfport, MS 39501
Ph (228) 864-8108

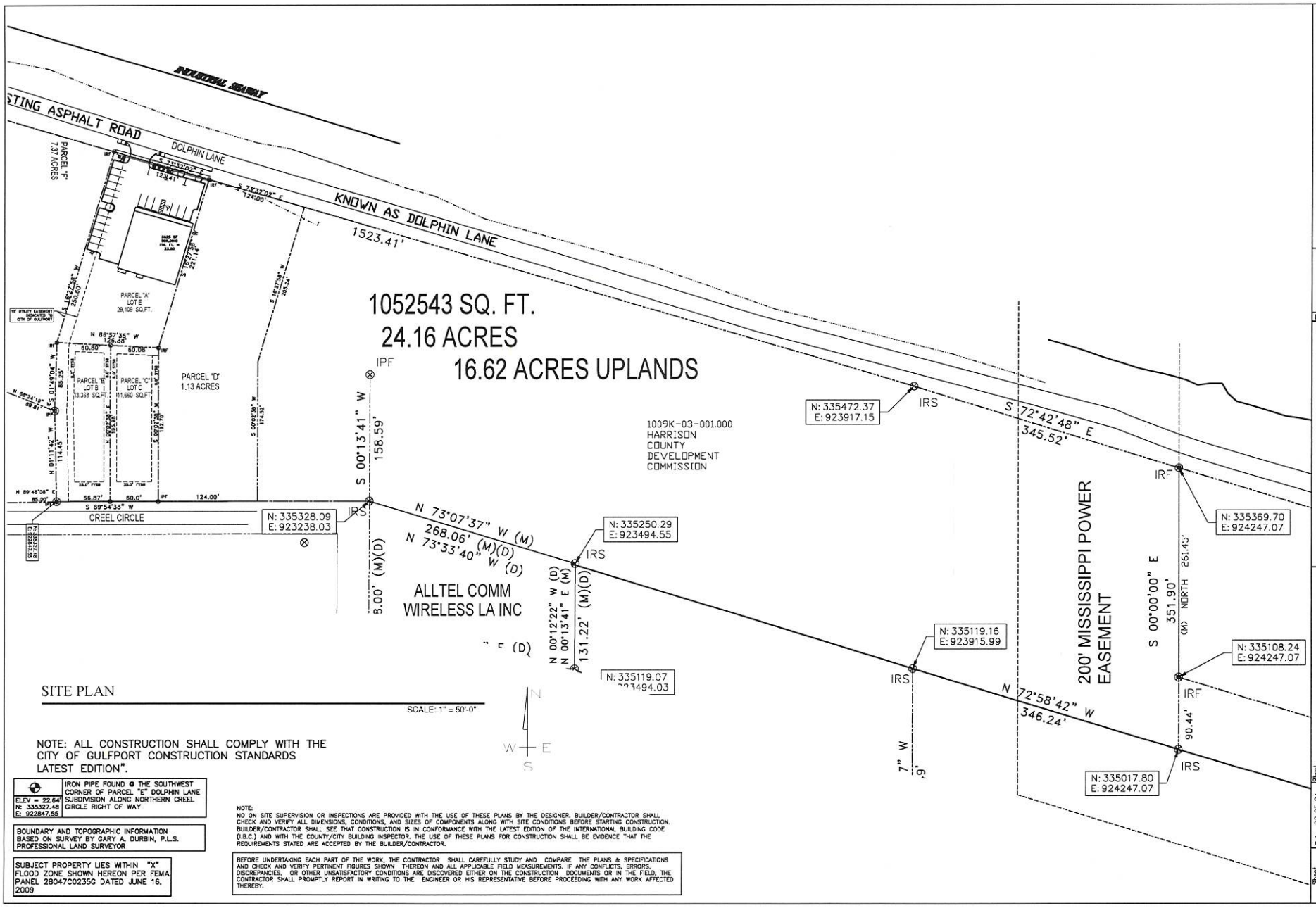
SITE PLAN

LOT SPLIT
DOLPHIN LANE
GULFPORT, MS

Sheet
Project

Date 03-26-24
Drawn By H.N.
Check By R.B.H.
REV

Sheet C3
Project No 24-024



SITE PLAN

SCALE: 1" = 50'-0"

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF GULFPORT CONSTRUCTION STANDARDS LATEST EDITION".

ELEV = 22.64' N: 335327.48 E: 922847.55	IRON PIPE FOUND ⊗ THE SOUTHWEST CORNER OF PARCEL "E" DOLPHIN LANE SUBDIVISION ALONG NORTHERN CREEL CIRCLE RIGHT OF WAY

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SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0235G DATED JUNE 16, 2009

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TME
TERRY MORAN, P.E., P.L.S.
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TERRY MORAN
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HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1566 23rd Avenue, Suite B - Gulfport, MS 39501
PH (228) 868-0188

Sheet: SITE PLAN

Project: LOT SPLIT
DOLPHIN LANE
GULFPORT, MS

Date: 03-25-24
Drawn By: H.N.
Check By: R.B.H.
REV: ____

Sheet: C3

Project No. 24-024

Zoning Application for

E. Property at Creel Circle and Dolphin Lane Gulfport MS 39503 to correct a condition where a split zone was created in 1962 when the industrial seaway was created. Exhibit A and A.1.

A diagonal line was drawn on the city map creating an I-2 zone along the industrial seaway. This action left several properties with I-2 zoning along the canal and R-1-7.5 along Creel Circle. Originally this property was thought to have a heavy industrial value for the future growth of Gulfport and the entire Gulf Coast but the inner coastal waterway canals development stopped at Highway 49 in Gulfport instead of continuing to Wolf River and connecting with Bay St Louis.

In recent years Dolphin Lane was built to provide access to the Institute For Marine Mammal Studies IMMS. This development is more in line with a school or educational facility and makes a convenient buffer from the surrounding neighborhood to the heavy industrial zone. A second development, The Human Health and Performance Center HHPC was built and is in line with businesses that would fit into a RO district but also create that needed buffer.

When HHPC was built, the west boundary was dedicated to the City of Gulfport as a utility easement and city services and fire hydrants were brought to Dolphin Lane to provide utilities to future development of the area. It is our desire as the developer and property owner to create two residential lots with the same zoning that already exists in the neighborhood (Exhibit B). The two lots created by the attached survey would be zoned to match the rest of the neighborhood and construction would start immediately on a single-family home.

Creel Circle is an older residential area with small lots of mostly older homes. Recently there has been some improvement being done to existing homes and one new home was built on the north loop in 2023. There are still some blighted properties on Creel Circle but with investment on some of the vacant lots Creel Circle is poised for redevelopment.

INTEREST:
I am Jacques Pucheu Owner and developer of this property.

DEVELOPMENT SCHEDULE:
The first single family home will start immediately upon approvals by the city. The construction budget, engineering and house plans are complete. The project should be complete within 120 days.

EFFECT OF AMMENDMENT
There would be no effect on the surrounding neighborhood since this would revert back to the original use of R -1-7.5 as it was prior to the imminent domain to create an industrial zone. The neighborhood would be in keeping with similar size houses and values.

E.

Addition to Zoning application
CREEL CIRCLE

Convincing evidence that the neighborhood has changed when reviewing the historical write up I included with this package is that the zone never became a heavy industrial area and was never used for Industrial purposes. This area while very sparsly populated in 1962 when it was changed to I-2 has become one of the most desired areas to Live in our city. Single family affordable homes are needed in our city and a redevelopment of this older subdivision provides that. These Lots being single family homes would be a better buffer than an industrial use property.

COPY

REVIEWED

SCANNED

J1 - GULFPORT DISTRICT
Instrument 2022-0009615-D-J1
Filed/Recorded 04/26/2022 3:05:04 PM
Total Fees 26.00
3 Pages Recorded

Indexing: Parcel in SW ¼ OF NE ¼ & SE ¼ OF NW ¼, S 19-7-10 (Parcel E)

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Ste A
Gulfport, MS 39501
(228)896-8962
File#4145

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

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

BALD EAGLE DEVELOPMENTS, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
8927 Lorraine Rd., Suite 204-A
Gulfport, MS 39503
(228) 896-6020

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

JACQUES P. PUCHEU
8927 Lorraine Rd., #204-A
Gulfport, MS 39503
(228) 896-6020

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

SEE ATTACHED EXHIBIT "A"

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

TAXES for the year 2022 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS its signature this the 25 day of April, 2022.

BALD EAGLE DEVELOPMENTS, LLC

BY: _____
JACQUES P. PUCHEU, MEMBER

BY: _____
DAVID COSPELICH, MEMBER

BY: _____
BRUCE A. STRAIN, MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25 day of April, 2022, within my jurisdiction, the within named JACQUES P. PUCHEU, DAVID COSPELICH AND BRUCE A. STRAIN who acknowledged that they are MEMBERS of BALD EAGLE DEVELOPMENTS, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, they executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

_____
NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 74165
DAVID B. ESTES
Commission Expires
July 28, 2023
HARRISON COUNTY

3

Parcel E:
A parcel of land situated in the SW 1/4 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

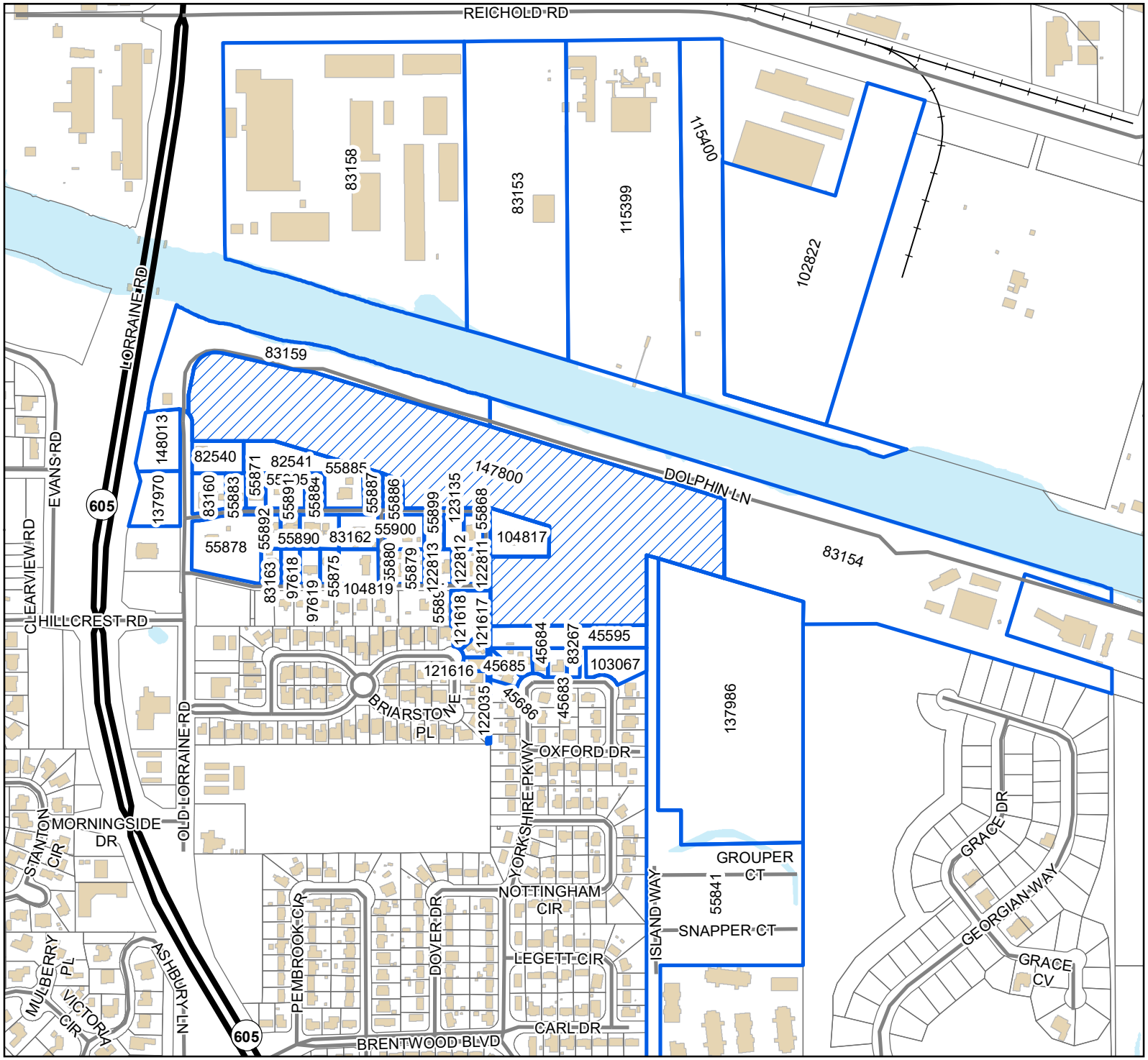
Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the Southwest corner of the SW 1/4 of the NE 1/4 of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi, thence N 00°13'41" E 299.08 along the east margin of Creel Circle and extension thereof, to an iron rod, thence S 89°47'38" E 256.83 feet to an iron rod, thence N 00°13'41" E 131.22 feet to an iron rod, thence N 73°07'37" W 177.22 feet to an iron rod, thence N 16°27'58" E 331.50 feet to an iron rod on the south margin of Dolphin Lane, thence N 73°32'02" W along and parallel with the south shore of the industrial Seaway 398.00 feet to an iron rod and the Point of Beginning, thence N 73°32'02" W 123.41 feet to an iron rod, thence S 16°27'58" W 250.60 feet to an iron rod, thence S 01°49'04" W 85.25 feet to an iron rod, thence S 00°11'42" E 114.45 feet to an iron rod on the North margin of Creel Circle, thence N 89°54'38" E 126.87 feet to an iron rod, thence N 00°02'38" E 192.70 feet to an iron rod, thence N 16°27'58" E 221.14 feet to the Point of Beginning. Said parcel contains 54,237 square feet or 1.25 acres. Bearings based on GPS Observation, Mississippi East Zone , convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated June 18, 2021.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1009K-03-001.001	JACQUES P. PUCHEU (OWNER)	8927 LORRAINE ROAD STE 204A	GULFPORT	MS	39503
			Adjacent Property Owners (2405PC063)				
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	55871	1009L-02-006.000	SWAREK THOMAS L	1261 PASS ROAD	GULFPORT	MS	39501
	55886	1009L-02-011.000	FORE TRUDY DIANE ETAL	12146 DEDEAUX RD	GULFPORT	MS	39503
	55884	1009L-02-008.000	GREER DERONDA L	11164 CREEL CIRLCE	GULFPORT	MS	39503
	55885	1009L-02-009.000	TRAN MINH & HUNG VAN TRAN	4825 KEYWOOD LANE	SANTA ANA	CA	92703
	55887	1009L-02-010.000	WOODS CHADE & HUDSON CASSIE	11180 CREEL CIR	GULFPORT	MS	39503
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	55905	1009L-02-007.000	RUSSELL KIM D	11154 CREEL CIR	GULFPORT	MS	39503
	83267	1009N-02-006.000	LITZ VICKI A	#4 PARK DRIVE	GULFPORT	MS	39503
N	103067	1009N-02-006.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	45683	1009N-02-007.000	LITZ VICKI A	5 PARK DR	GULFPORT	MS	39503
N	45595	1009N-02-001.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	45686	1009N-02-010.000	DUBUISSON GARY M	44 YORKSHIRE PKWY	GULFPORT	MS	39507
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	45684	1009N-02-008.000	DUBUISSON CHRISTOPHER MICHAEL	2 PARK DRIVE	GULFPORT	MS	39503
	45685	1009N-02-009.000	CRAFT TAKEIA E	46 YORKSHIRE PKWY	GULFPORT	MS	39503
	55892	1009L-02-017.000	BULLOCK FELICIA D	11167 CREEL CIR	GULFPORT	MS	39503
	83163	1009L-02-019.000	RUCKMAN ROCKY	11367 CREEL CIR	GULPORT	MS	39503
	55875	1009L-02-020.000	WRIGHT JERRY A	11337 CREEL CIR	GULFPORT	MS	39503
	55880	1009L-02-021.000	AMERICAN CREDIT CORP OF MS LLC	P O BOX 3307	GULFPORT	MS	39500
	55879	1009L-02-022.000	BLACK KELLIE F & JEFF L	11307 CREEL CIR	GULFPORT	MS	39503
	55891	1009L-02-016.000	GARNER JUDY L	11157 CREEL CIR	GULFPORT	MS	39507
	55890	1009L-02-015.000	BULLOCK JERRY H & FELICIA S	11167 CREEL CIR	GULFPORT	MS	39503
	104817	1009K-03-002.002	ALLTEL COMM WIRELESS OF LA INC	PO BOX 2549	ADDISON	TX	75001
	55900	1009L-02-013.000	BRUCE CURTIS W JR & TAMARA A	408 HIDDEN ISLAND DR	PANAMA CITY BCH	FL	32408
	55878	1009L-02-018.000	CREEL ALFRED C -ESTATE-	9298 LORRAINE RD	GULFPORT	MS	39503
	97618	1009L-02-019.001	CARROLL REVOCABLE TRUST	2437 TEAL SHORE CT	LEAGUE CITY	TX	77573
	97619	1009L-02-019.002	BC3 PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	83162	1009L-02-014.000	DEHM MICHAEL W	11187 CREEL CIR	GULFPORT	MS	39503
	55899	1009L-02-023.000	SHECKELLS EMILY	11211 CREEL CIR	GULFPORT	MS	39503
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	104819	1009L-02-014.001	GRISWOLD SUSAN	P O BOX 8051	GULFPORT	MS	39506
	121616	1009M-01-001.028	HEWES HARRY P JR & CAROLINE C	11531 BRIARSTONE PLACE	GULFPORT	MS	39503
	121617	1009M-01-001.029	THIBODEAUX MELINDA T	11533 BRIARSTONE PLACE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	122035	1009M-01-001.064	GULFPORT CITY OF				0
	123135	1009L-02-012.001	DIAZ ASHLEY & MANUEL	11235 CREEL CIRCLE	GULFPORT	MS	39503
	55894	1009L-02-024.000	JOHNSON WALTER G	11291 CREEL CIR	GULFPORT	MS	39503
	122813	1009L-02-024.003	COWART DESTINY	11299 CREEL CIRCLE	GULFPORT	MS	39503
	55868	1009L-02-012.000	GOLDEN HOMES REAL ESTATE HOLDINGS L	315 FAIRVIEW DR	BILOXI	MS	39531
	122812	1009L-02-024.002	SHERIDAN SEAN & BRITT NATSUKO	11287 CREEL CIR	GULFPORT	MS	39503
	122811	1009L-02-024.001	DUCKWORTH DORIS JENNIFER	11283 CREEL CIRCLE	GULFPORT	MS	39503
	137986	1009N-01-004.002	LAND TRUST FOR MISS COASTAL PLAIN	PO BOX 2457	PURVIS	MS	39475
	55841	1009N-01-004.000	GRAHAM ROBERT JASON	P O BOX 1207	PURVIS	MS	39475
	83154	1009K-03-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PKWY	GULFPORT	MS	39503
	121618	1009M-01-001.030	MCCLENDON CARLYCE J & CHANDRA	11535 BRIARSTONE PL	GULFPORT	MS	39503
	147800	1009K-03-001.001	BALD EAGLE DEVELOPMENTS LLC	6010 VISTA CIRCLE	GULFPORT	MS	39503
	137970	1009L-02-001.001	D'ANGELO MATTHEW & AMANDA	2026 IVY CT	BILOXI	MS	39532
N	83159	1009L-02-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PARKWAY	GULFPORT	MS	39503
	148013	1009L-02-001.002	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564

2405PC063

Zoning Map Amendment



Legend

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

0 90 180 270
Yards

1 inch = 600 feet

N
W E
S

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

RE: Variance 2405ZB063, by owner Michael Bogan, seeking approval for a 4-foot rear yard setback where 8 feet is required, Tax Parcel 0811G-04-116.000, 2011 17th Ave, Zoned R-2 (Single-family), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, May 16, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit https://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Zoning Board for **Thursday, May 16, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: May 23, 2024

Re: <u>Zoning Map Amendment 2405PC066:</u>

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2405PC066

Hearing Date: May 23, 2024

Current Zoning/Use: R-1-7.5 & I-2/ Vacant Lot

Legal: Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant is requesting to rezone approximately 15,500 square feet of vacant, mixed commercial and residential zoned property from R-1-7.5 (Single-family) and I-2 (Heavy Industry) to an entire R-1-7.5 zoning. The applicant is seeking to rezone the subject site to allow for construction of a single-family home on each of the newly divided parcels. Applicant has stated if approved that they would immediately work on construction of the single-family home.

According to the City's 2002 Comprehensive Plan, the proposed sections were to change to allow for urban medium density residential developments. This would mean that the applicant's request is not in harmony with the comprehensive plan. As R-1-7.5 is a low-density single-family zoning district, however; the surrounding area is mostly R-1-7.5 zoning, and directly abuts the subject site. Therefore, the proposed zoning would be continuing the existing zoning for the surrounding area.

The applicant has chosen for public need as justification for change of the current zoning district stating an increase need for sites.

(a) Applicant states that "this area was sparsely populated in 1962 when it was changed to I-2 has become one of the most desired areas to live in our city." Applicant also states "Single family affordable homes are needed in our city, and a redevelopment of this older subdivision provides that." The current split zoning does prevent the development of single-family homes, and rezoning the subject property would allow the construction of single-family homes by right.

EXECUTIVE SUMMARY

Applicant is requesting to rezone approximately 25,028 square feet of their property from being split zoned R-1-7.5 and I-2 to being all R-1-7.5 in order to construct single family homes on two newly created parcels. According to the 2002 Comprehensive Plan, the property was to change to allow for urban medium density residential developments. This would not be in harmony with the applicant's request as the R-1-7.5 zoning district is a single-family residence zoning with low density. However; the zoning for the surrounding area, abutting the site to the west, is R-1-7.5. Therefore, the applicant's request would be continuing the existing neighboring zoning.

Any approval should consider these conditions:

1. All protected trees are to remain. Those trees are to be protected and preserved per the city ordinances found in Chapter 8.
2. Prior to any development in Wetland Area, must submit showing that area has been mitigated. Must meet all current building Codes and City of Gulfport Ordinances.
3. Rezoning will require City Council approval. Planning Commission can only give recommendation.

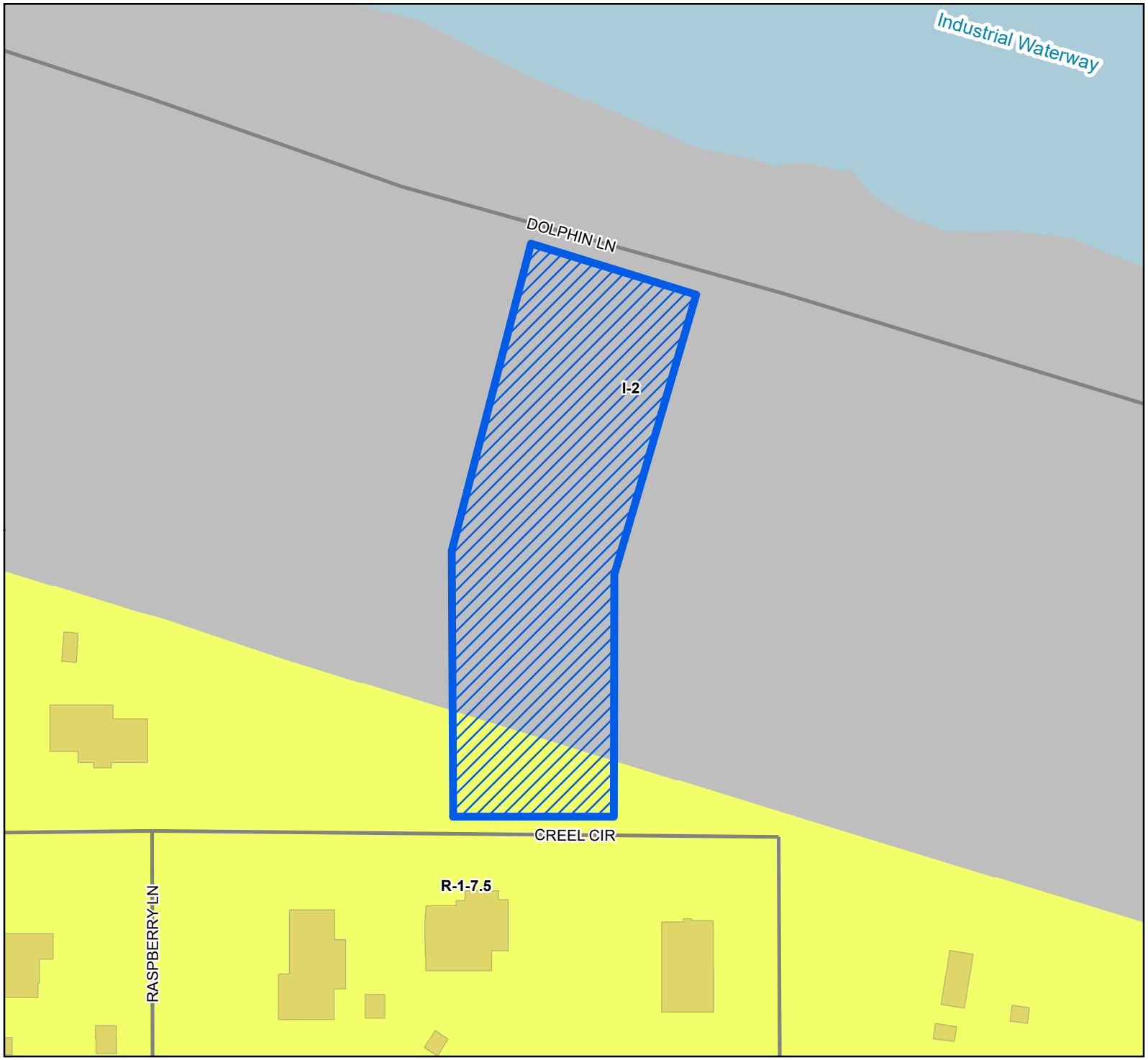
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2406PC066

Zoning Map Amendment



Street
Buildings
Water Features

Zoning

I-2 - Heavy Industry District

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

Site Information

1009K-03-001.005
Zoning:R-1-7.5 (Single Family)
I-2 (Heavy Industry)
Size: 1.1 Acres
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N W E S

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

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

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

For Staff Use Only

Case File #: 1405 P0066

Date Received: 04/02/24

Receipt #: 12691542

Received By: BC

Zoning: I-2 / R-1-7.5

Ward: 5 Flood: X

Property Information

TAX PARCEL # 1009K-03-001.001

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:
Re zone FROM I-2 and R175 to R175 and
For Parcels B and C

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
David Cosgelich	
Printed Name Of Owner	Printed Name Of Agent
14461 Hatten Lane	
Mailing Address	Mailing Address
Gulfport MS. 39503	
City State Zip code	City State Zip code
228-234-7469	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Savageperformance@yahoo.com	
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

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) David Cospelich

ADDRESS (STREET, CITY, STATE, ZIP CODE 14461 Hatten Lane Gpt.

PHONE # (H) 228-234-7469 (W) _____

TAX PARCEL NUMBER(S) OWNED 10009K-03-001.001

SIGNATURE: [signature]

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

APPLICATION REQUIREMENTS

A. **Page one (and two, if applicable) of this application,** completed and signed.

B. **Proof of ownership** (Copy of deed or affidavit)

C. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)

D. The City of Gulfport Planning Division Staff may notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified.**

E. **Provide a written statement addressing the following reasons for your rezoning request:**

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinances would be detrimental to the achievement of that objective. In order to change the zoning classification of a piece of real property, Mississippi law requires that one of the following be demonstrated by the applicant by ***CLEAR AND CONVINCING EVIDENCE***:

1. That there was a ***mistake*** in the original zoning ("mistake" has been determined by the Mississippi Supreme Court to be a "mistake" of a clerical or an administrative nature) OR
2. That the ***character of the neighborhood has changed*** to such an extent as to justify reclassification, AND that there is a ***public need*** for rezoning.

F. **The following items must be addressed in a written statement when you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance**:

1. **Interest:** The applicant's name, address and interest in the application, and the name, address and interest of every person, firm or corporation represented by the applicant in the application; the name of the owner or owners of the entire land area proposed to be changed in classification or to be included within the proposed district; the name of the owner or owners of all structures then existing thereon and sufficient evidence to establish that the applicant has the right of possession to the land area and structures; the names and addresses of all owners of adjacent property (exclusive of the width of intervening streets, alleys or bodies of water);

2. **Development Schedule**: The time schedule for the beginning and completion of development planned by the applicant in the area; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage;

3. **Effect of Amendment**: A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land uses and properties; and

4. **Error:** The error in the zoning ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

G. **Cash or check** payable to the City of Gulfport in the amount of **$175.00**.

Zoning Application for

Property at Creel Circle and Dolphin Lane Gulfport MS 39503 to correct a condition where a split zone was created in 1962 when the industrial seaway was created. Exhibit A and A.1.

A diagonal line was drawn on the city map creating an I-2 zone along the industrial seaway. This action left several properties with I-2 zoning along the canal and R-1-7.5 along Creel Circle. Originally this property was thought to have a heavy industrial value for the future growth of Gulfport and the entire Gulf Coast but the inner coastal waterway canals development stopped at Highway 49 in Gulfport instead of continuing to Wolf River and connecting with Bay St Louis.

In recent years Dolphin Lane was built to provide access to the Institute For Marine Mammal Studies IMMS. This development is more in line with a school or educational facility and makes a convenient buffer from the surrounding neighborhood to the heavy industrial zone. A second development, The Human Health and Performance Center HHPC was built and is in line with businesses that would fit into a RO district but also create that needed buffer.

When HHPC was built, the west boundary was dedicated to the City of Gulfport as a utility easement and city services and fire hydrants were brought to Dolphin Lane to provide utilities to future development of the area. It is our desire as the developer and property owner to create two residential lots with the same zoning that already exists in the neighborhood (Exhibit B). The two lots created by the attached survey would be zoned to match the rest of the neighborhood and construction would start immediately on a single-family home.

Creel Circle is an older residential area with small lots of mostly older homes. Recently there has been some improvement being done to existing homes and one new home was built on the north loop in 2023. There are still some blighted properties on Creel Circle but with investment on some of the vacant lots Creel Circle is poised for redevelopment.

INTEREST:
I am ~~Jacques Pucheu~~ Owner and developer of this property.
David Cospelich - dd

DEVELOPMENT SCHEDULE:
The first single family home will start immediately upon approvals by the city. The construction budget, engineering and house plans are complete. The project should be complete within 120 days.

EFFECT OF AMMENDMENT
There would be no effect on the surrounding neighborhood since this would revert back to the original use of R -1-7.5 as it was prior to the imminent domain to create an industrial zone. The neighborhood would be in keeping with similar size houses and values.
NO ERROR. JUST MATCHING and BEING IN HARMONY WITH the COMMUNITY EXISTING

E.

Addition to Zoning application
CREEL CIRCLE

Convincing evidence that the neighborhood has changed when reviewing the historical write up I included with this package is that the zone nevere became a heavy industrial area and was never used for Industrial purposes. This area while very sparsly populated in 1962 when it was changed to I-2 has become one of the most desired areas to Live in our city. Single family affordable homes are needed in our city and a redevelopment of this older subdivision provides that. These Lots being single family homes would be a better buffer than an industrial use property.

Initial and date here:

Planner: _____

Owner: _____

Contractor: _____

Addresspoints Edits addresspoints
STRUCT_CLASS
Commercial
Device/Utility
Industrial
Primary
Residential
Unclassified
sde.DBO.Resubdivisions
Parcels
Harrison_NAIP_2021.sid
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

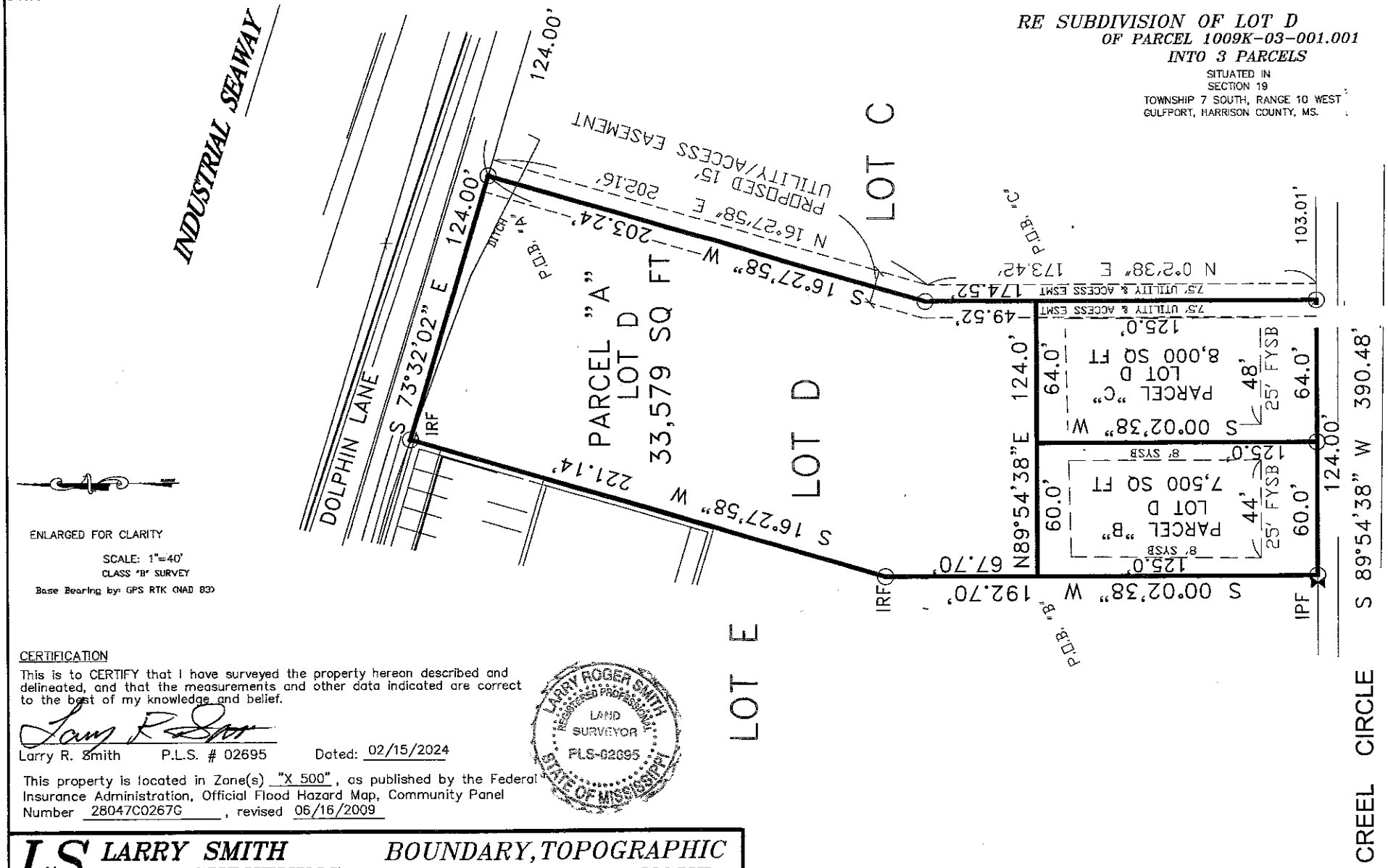
N
W E
S

1 inch = 333 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 SUBDIVISION OF LOT D
OF PARCEL 1009K-03-001.001
INTO 3 PARCELS

SITUATED IN
SECTION 19
TOWNSHIP 7 SOUTH, RANGE 10 WEST
GULFPORT, HARRISON COUNTY, MS.



ENLARGED FOR CLARITY

SCALE: 1"=40'
CLASS "B" SURVEY
Base Bearing by: GPS RTK (NAD 83)

CERTIFICATION

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

Larry R. Smith P.L.S. # 02695 Dated: 02/15/2024

LARRY ROGER SMITH REGISTERED PROFESSIONAL LAND SURVEYOR PLS-02695 STATE OF MISSISSIPPI

This property is located in Zone(s) "X 500", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0267G, revised 06/16/2009

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

BOUNDARY, TOPOGRAPHIC
CONSTRUCTION LAYOUT

SHEET 3 OF 3

1st JUDICIAL DISTRICT
INSTRUMENT 2024-0005135-D-J1
FILED/RECORDED 3/20/2024 11:00:02 AM
TOTAL FEES $26.00
5 PAGES RECORDED

INDEXING: SW ¼ of NE ¼ & SE ¼ of NW ¼ of 19-7-10

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File # 4921

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

"TITLE NOT EXAMINED"

QUITCLAIM DEED

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

DAVID COSPELICH
14461 HATTEN LANE
GULFPORT MS 39503
(228) 234-7469

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

DAVID COSPELICH
14461 HATTEN LANE
GULFPORT MS 39503
(228) 234-7469

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

SEE ATTACHED EXHIBIT "A"

THE ABOVE DESCRIBED property constitutes no part of Grantor's homestead.

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

WITNESS our signatures on this the 18th day of March, 2024.

David Cospelich

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of March, 2024, within my jurisdiction, the within named David Cospelich, who acknowledged that he executed and delivered the above and foregoing instrument.

NOTARY PUBLIC

My Commission expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 50321
ELIZABETH R. HASTY
Commission Expires
June 21, 2025
HARRISON COUNTY

EXHIBIT "A"

PARCEL B - D

A parcel of land situated in the SW ¼ of the NE ¼ and the SE ¼ of the NW ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the SW corner of the SW ¼ of NE ¼ of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi; thence N 00 degrees 13 minutes 41 seconds E 299.08 feet along the east margin of Creel Circle and extension thereof, to an iron rod; thence S 89 degrees 46 minutes 19 seconds E 256.83 feet to an iron rod; thence N 00 degrees 13 minutes 41 seconds E 131.22 feet to an iron rod; thence N 73 degrees 07 minutes 37 seconds W 177.22 feet to an iron rod; thence N 16 degrees 27 minutes 58 seconds E 331.5 feet to an iron rod on the south margin of Dolphin Lane; thence N 73 degrees 32 minutes 02 seconds W along and parallel with the south shore of the Industrial Seaway 274.00 feet to an iron rod; thence N 73 degrees 32 minutes 02 seconds W 124.00 feet to an iron rod; thence S 16 degrees 27 minutes 58 seconds W 221.14 feet to an iron rod; thence S 00 degrees 02 minutes 38 seconds W 67.70 feet to the POINT OF BEGINNING; thence S 00 degrees 02 minutes 38 seconds W 125.00 feet to an iron rod on the north margin of Creel Circle; thence N 89 degrees 54 minutes 38 seconds E along said north margin a distance of 60.00 feet; thence N 00 degrees 02 minutes 38 seconds E 125.00 feet; thence S 89 degrees 54 minutes 38 seconds W 60.00 feet to the POINT OF BEGINNING. Said parcel contains 7,500.00 square feet.

AND ALSO:

PARCEL C – D
A parcel of land situated in the SW ¼ of the NE ¼ and the SE ¼ of the NW ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a 2" iron pipe with a re-bar inside, said point being recognized as the SW corner of the SW ¼ of NE ¼ of Section 19, Township 7 South, Range 10 West, Gulfport, Harrison County, Mississippi; thence N 00 degrees 13 minutes 41 seconds E 299.08 feet along the east margin of Creel Circle and extension thereof, to an iron rod; thence S 89 degrees 46 minutes 19 seconds E 256.83 feet to an iron rod; thence N 00 degrees 13 minutes 41 seconds E 131.22 feet to an iron rod; thence N 73 degrees 07 minutes 37 seconds W 177.22 feet to an iron rod; thence N 16 degrees 27 minutes 58 seconds E 331.5 feet to an iron rod on the south margin of Dolphin Lane; thence N 73 degrees 32 minutes 02 seconds W along and parallel with the south shore of the Industrial Seaway 274.00 feet to an iron rod; thence S 16 degrees 27 minutes 58 seconds W 203.24 feet to an iron rod; thence S 00 degrees 02 minutes 38 seconds W 49.52 feet to the POINT OF BEGINNING; thence S 00 degrees 02 minutes 38 seconds W125.00 feet to an iron rod on the north margin of Creel Circle; thence S 89 degrees 54 minutes 38 seconds W along said north margin a distance of 64.00 feet; thence N 00 degrees 02 minutes 38 seconds E 125.00 feet; thence N 89 degrees 54 minutes 38 seconds E 64.00 feet to the POINT OF BEGINNING. Said parcel contains 8,000.00 square feet. Said parcel is subject to 7.5 foot utility and access easement along the east margin.

7.5' Utility & Access Easement:
A parcel of land situated in the SW ¼ of the NE ¼ and the SE ¼ of the NW ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:
Commencing t a 2" iron pipe with a re-bar inside, said point being recognized as the SW corner of the SW ¼ of the NE ¼ of Section 19, Township 7 South, Range 10 West. Gulfport, Harrison County, Mississippi; thence run N 00 degrees 13 minutes 41 seconds E 299.08 feet along the east margin of Creel Circle, and extension thereof, to an iron rod; thence S 89 degrees 46 minutes 19 seconds E 256.83 feet to an iron rod; thence N 00 degrees 13 minutes 41 seconds E 131.22 feet to an iron rod; thence N 73 degrees 07 minutes 37 seconds W 177.22 feet to an iron rod; thence N 16 degrees 27 minutes 58 seconds E 331.5 feet to an iron rod on the south margin of Dolphin Lane; thence N 73 degrees 32 minutes 02 seconds W along and parallel with the south shore of the Industrial Seaway 274.0 feet to an iron rod and the POINT OF BEGINNING; thence run S

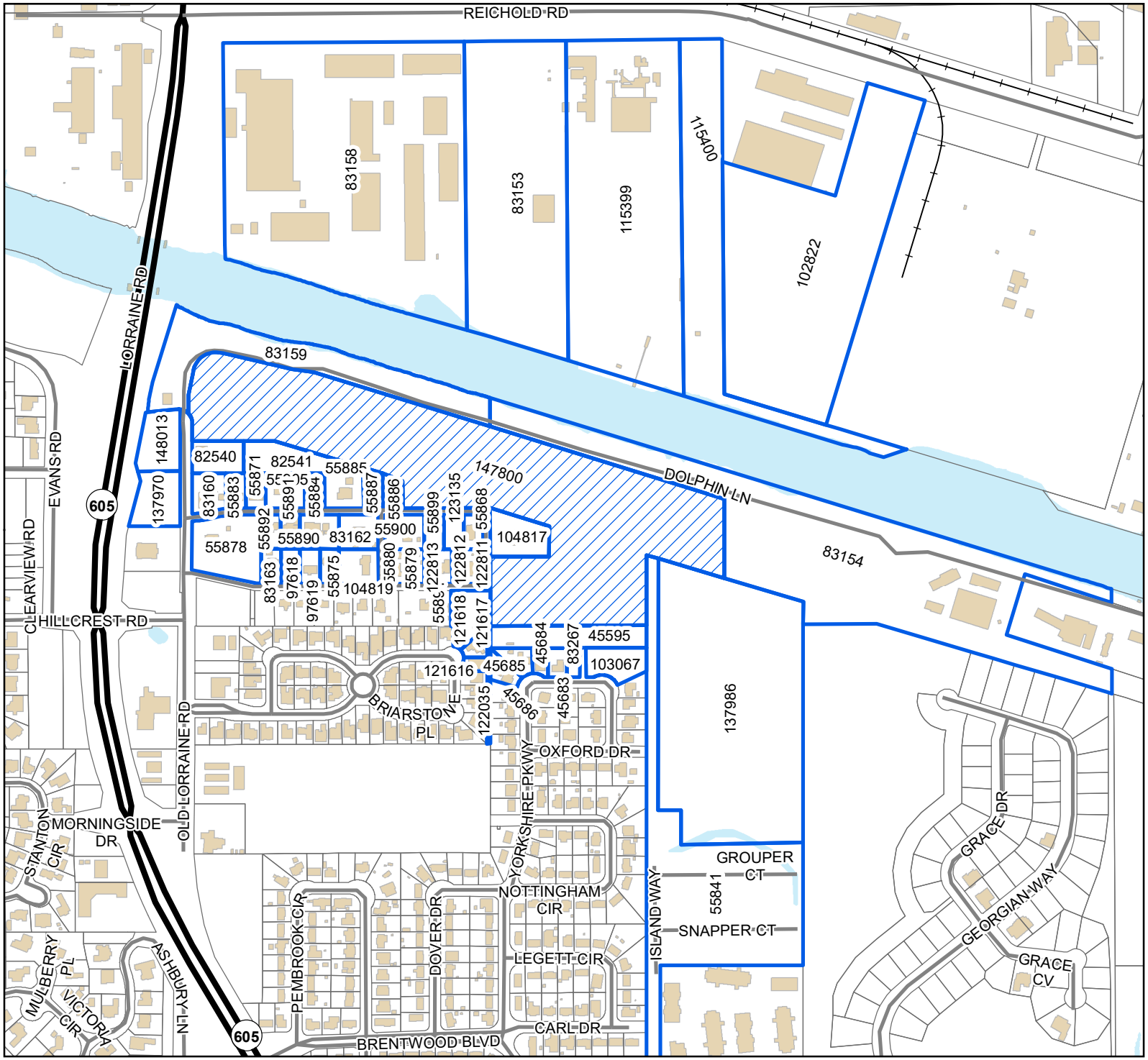
16 degrees 27 minutes 58 seconds W 203.24 feet to an iron rod; thence S 00 degrees 02 minutes 38 seconds W 174.52 feet to an iron rod found on the north margin of Creel Circle; thence N 89 degrees 54 minutes 38 seconds E along said north margin a distance of 7.5 feet; thence N 00 degrees 02 minutes 38 seconds E 173.42 feet; thence N 16 degrees 27 minutes 58 seconds E 202.16 feet to a point on the south margin of Dolphin Lane; thence N 73 degrees 32 minutes 02 seconds W along said south margin a distance of 7.5 feet to the POINT OF BEGINNING.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1009K-03-001.001	DAVID COSPELICH (OWNER)	14461 HATTEN LANE	GULFPORT	MS	39503
			Adjacent Property Owners (2405PC066)				
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	55871	1009L-02-006.000	SWAREK THOMAS L	1261 PASS ROAD	GULFPORT	MS	39501
	55886	1009L-02-011.000	FORE TRUDY DIANE ETAL	12146 DEDEAUX RD	GULFPORT	MS	39503
	55884	1009L-02-008.000	GREER DERONDA L	11164 CREEL CIRLCE	GULFPORT	MS	39503
	55885	1009L-02-009.000	TRAN MINH & HUNG VAN TRAN	4825 KEYWOOD LANE	SANTA ANA	CA	92703
	55887	1009L-02-010.000	WOODS CHADE & HUDSON CASSIE	11180 CREEL CIR	GULFPORT	MS	39503
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	55905	1009L-02-007.000	RUSSELL KIM D	11154 CREEL CIR	GULFPORT	MS	39503
	83267	1009N-02-006.000	LITZ VICKI A	#4 PARK DRIVE	GULFPORT	MS	39503
N	103067	1009N-02-006.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	45683	1009N-02-007.000	LITZ VICKI A	5 PARK DR	GULFPORT	MS	39503
	102822	1009K-02-001.002	WARREN PAVING INC	PO BOX 572	HATTIESBURG	MS	39403
N	115399	1009K-02-001.004	WARREN PAVING INC	P O BOX 572	HATTIESBURG	MS	39403
N	83153	1009K-02-001.000	WARREN PAVING INC	P O BOX 572	HATTIESBURG	MS	39401
N	45595	1009N-02-001.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	115400	1009K-02-001.005	HARRISON CO DEV COMM	P O BOX 1870	GULFPORT	MS	39502
	45686	1009N-02-010.000	DUBUISSON GARY M	44 YORKSHIRE PKWY	GULFPORT	MS	39507
	83158	1009L-01-001.000	CDR INVESTMENTS LLC	9460 OAK POINTE DR	GULFPORT	MS	39503
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503
	45684	1009N-02-008.000	DUBUISSON CHRISTOPHER MICHAEL	2 PARK DRIVE	GULFPORT	MS	39503
	45685	1009N-02-009.000	CRAFT TAKEIA E	46 YORKSHIRE PKWY	GULFPORT	MS	39503
	55892	1009L-02-017.000	BULLOCK FELICIA D	11167 CREEL CIR	GULFPORT	MS	39503
	83163	1009L-02-019.000	RUCKMAN ROCKY	11367 CREEL CIR	GULPORT	MS	39503
	55875	1009L-02-020.000	WRIGHT JERRY A	11337 CREEL CIR	GULFPORT	MS	39503
	55880	1009L-02-021.000	AMERICAN CREDIT CORP OF MS LLC	P O BOX 3307	GULFPORT	MS	39500
	55879	1009L-02-022.000	BLACK KELLIE F & JEFF L	11307 CREEL CIR	GULFPORT	MS	39503
	55891	1009L-02-016.000	GARNER JUDY L	11157 CREEL CIR	GULFPORT	MS	39507
	55890	1009L-02-015.000	BULLOCK JERRY H & FELICIA S	11167 CREEL CIR	GULFPORT	MS	39503
	104817	1009K-03-002.002	ALLTEL COMM WIRELESS OF LA INC	PO BOX 2549	ADDISON	TX	75001
	55900	1009L-02-013.000	BRUCE CURTIS W JR & TAMARA A	408 HIDDEN ISLAND DR	PANAMA CITY BCH	FL	32408
	55878	1009L-02-018.000	CREEL ALFRED C -ESTATE-	9298 LORRAINE RD	GULFPORT	MS	39503
	97618	1009L-02-019.001	CARROLL REVOCABLE TRUST	2437 TEAL SHORE CT	LEAGUE CITY	TX	77573
	97619	1009L-02-019.002	BC3 PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	83162	1009L-02-014.000	DEHM MICHAEL W	11187 CREEL CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55899	1009L-02-023.000	SHECKELLS EMILY	11211 CREEL CIR	GULFPORT	MS	39503
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	104819	1009L-02-014.001	GRISWOLD SUSAN	P O BOX 8051	GULFPORT	MS	39506
	121616	1009M-01-001.028	HEWES HARRY P JR & CAROLINE C	11531 BRIARSTONE PLACE	GULFPORT	MS	39503
	121617	1009M-01-001.029	THIBODEAUX MELINDA T	11533 BRIARSTONE PLACE	GULFPORT	MS	39503
n	122035	1009M-01-001.064	GULFPORT CITY OF				0
	123135	1009L-02-012.001	DIAZ ASHLEY & MANUEL	11235 CREEL CIRCLE	GULFPORT	MS	39503
	55894	1009L-02-024.000	JOHNSON WALTER G	11291 CREEL CIR	GULFPORT	MS	39503
	122813	1009L-02-024.003	COWART DESTINY	11299 CREEL CIRCLE	GULFPORT	MS	39503
	55868	1009L-02-012.000	GOLDEN HOMES REAL ESTATE HOLDINGS L	315 FAIRVIEW DR	BILOXI	MS	39531
	122812	1009L-02-024.002	SHERIDAN SEAN & BRITT NATSUKO	11287 CREEL CIR	GULFPORT	MS	39503
	122811	1009L-02-024.001	DUCKWORTH DORIS JENNIFER	11283 CREEL CIRCLE	GULFPORT	MS	39503
	137986	1009N-01-004.002	LAND TRUST FOR MISS COASTAL PLAIN	PO BOX 2457	PURVIS	MS	39475
	55841	1009N-01-004.000	GRAHAM ROBERT JASON	P O BOX 1207	PURVIS	MS	39475
	83154	1009K-03-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PKWY	GULFPORT	MS	39503
	121618	1009M-01-001.030	MCCLENDON CARLYCE J & CHANDRA	11535 BRIARSTONE PL	GULFPORT	MS	39503
	147800	1009K-03-001.001	BALD EAGLE DEVELOPMENTS LLC	6010 VISTA CIRCLE	GULFPORT	MS	39503
	137970	1009L-02-001.001	D'ANGELO MATTHEW & AMANDA	2026 IVY CT	BILOXI	MS	39532
N	83159	1009L-02-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PARKWAY	GULFPORT	MS	39503
	148013	1009L-02-001.002	BULLDOG ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564

2405PC066

Zoning Map Amendment



Legend

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

0 90 180 270

Yards

1 inch = 600 feet

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

RE: Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 23, 2024**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit http://www.gulfport-ms.gov/agendas/ then click the City of Gulfport Planning Commission for **Thursday, May 23, 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.

McClatchy

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	549018	Print Legal Ad-IPL01717530 - IPL0171753		$87.70	2	58 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 23, 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.

Planning Commission Approval 2405PC062, by agent Isis A. Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Special Exception 2405SE067, by agent Frankie Jackson, seeking approval for a tattoo parlor, Tax Parcel 1010G-03-003.002, 2033 E Pass Road Unit B, Zoned B-2 (General-business), Ward 2

Planning Commission Approval 2405PC074, by owner Anna Claire Copponex Diaz, seeking approval for a home occupation an administrative office for sign rentals, Tax Parcels 0909J-02-059.000, 4 53rd Circle, Zoned R-1-7.5 (Single- family), Ward 4

General Plan 2406PC081, by owner Gulf Grove of Gulfport LLC, seeking approval for a general plan for a 75-lot zero lot line development with two outparcels, Tax Parcel 1010M-01-013.001, Cowan Road, Zoned T4L (General Urban Zone "Limited") & T4+ (General Urban Zone "Plus"), Ward 2

General Plan 2406PC082, by agent Freddie Fountain, seeking approval for a 46-lot townhome subdivision with four outparcels (Cowan Townhomes), Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000, Cowan Road, Zoned T4+ (General Urban Zone "Plus"), T4L (General Urban Zone "Limited"), T3 (Sub-Urban Zone), Ward 2

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

Zoning Map Amendment 2404PC057, by agent Freddie Fountain, requesting to rezone Tax Parcels 1010K-04-021.000, 1010K-04-010.000, 1010K-04-006.000 to T4+ (General Urban Zone "Plus"), Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2405PC063, by owner Jacques Pucheu, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

Zoning Map Amendment 2405PC066, by owner David Cospelich, requesting to rezone to R-1-7.5 (Single-family), Tax Parcel 1009K-03-001.001, Creel Circle, Zoned R-1-7.5 (Single-family), I-2 (Heavy Industry), Ward 5

This the 1st day of May 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0171753
May 8 2024

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

1 insertion(s) published on:
05/08/24

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.

Mary Castro

Sworn to and subscribed before me this 8th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

ENGINEERING XCELLENCE
WITH KRIS RIEMANN & ASSOCIATES

Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

May 14, 2024

Mrs. Su-Lin Featherston, Planning Adminstrator
Urban Development Department
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
(228) 868-5710

Re: The Southern Breeze Townhouse Development Subdivision – Extension Required
General Plan 2305PC051, Tax Parcel 0808O-02-017.000, Zoned B-2 and R 1-5, Six (6)-Lot Townhouse Development and One (1) Single Family Residential, Ward 5.

Dear Mrs. Featherston:

Attached is the Approval Letter from the Gulfport City Planning Commission Dated May 26, 2023. This letter will stand to clarify that the construction set of plans was submitted to the City of Gulfport on January 26, 2024 and we have not had a response yet.

I would request a Twelve (12)-month extension so that we can get the plans approved, the construction completed, and the final plat submitted to the Gulfport City Council for approval.

Thanks for your help with this and let us know if you have any questions or if any changes are needed.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellece.com.

Sincerely,

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence, PLLC

Wayne Carr
Owner of the Project
Blessed Investment Team, LLC

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR TOWNHOMES

Property Information

For Staff Use Only

Case File #: 2305PC051
Date Received: 4-4-23
Receipt #:
Received By: KB
Zoning: B-2 / R-1-5
Ward: 5 Flood: X
Size: 0.75 acres

TAX PARCEL # 0 8 0 8 O – 0 2 – 0 1 7 • 0 0 0

(If necessary, use separate sheet of paper)

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

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

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

GENERAL DESCRIPTION OF REQUEST:

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

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

0.75 Total Acres

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Blessed Investment Team, LLC	Engineering Xcellence, Robert K. Riemann, P.E.
Printed Name Of Owner	Printed Name Of Agent
PO Box 2353	3103 5th Avenue, Suite B
Mailing Address	Mailing Address
Gulfport. MS 39805	Gulfport, MS 39501
City State Zip code	City State Zip code
228-860-2203	228-518-2980
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
wcbuildersms.gmail.com	kris@engineeringxcellence.com
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

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

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

NAME OF OWNER (PRINT) Greg D. Williams

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

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

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

SIGNATURE: Greg D Williams

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Designation of Agent

I, **Wayne Carr**, being owner of the property at **0808O-02-017.000 on Dedeaux Road and Southern Oak Avenue** which is the subject of this application hereby authorize **Robert K. Riemann, P.E.** to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature _____ Date 4/April 2023

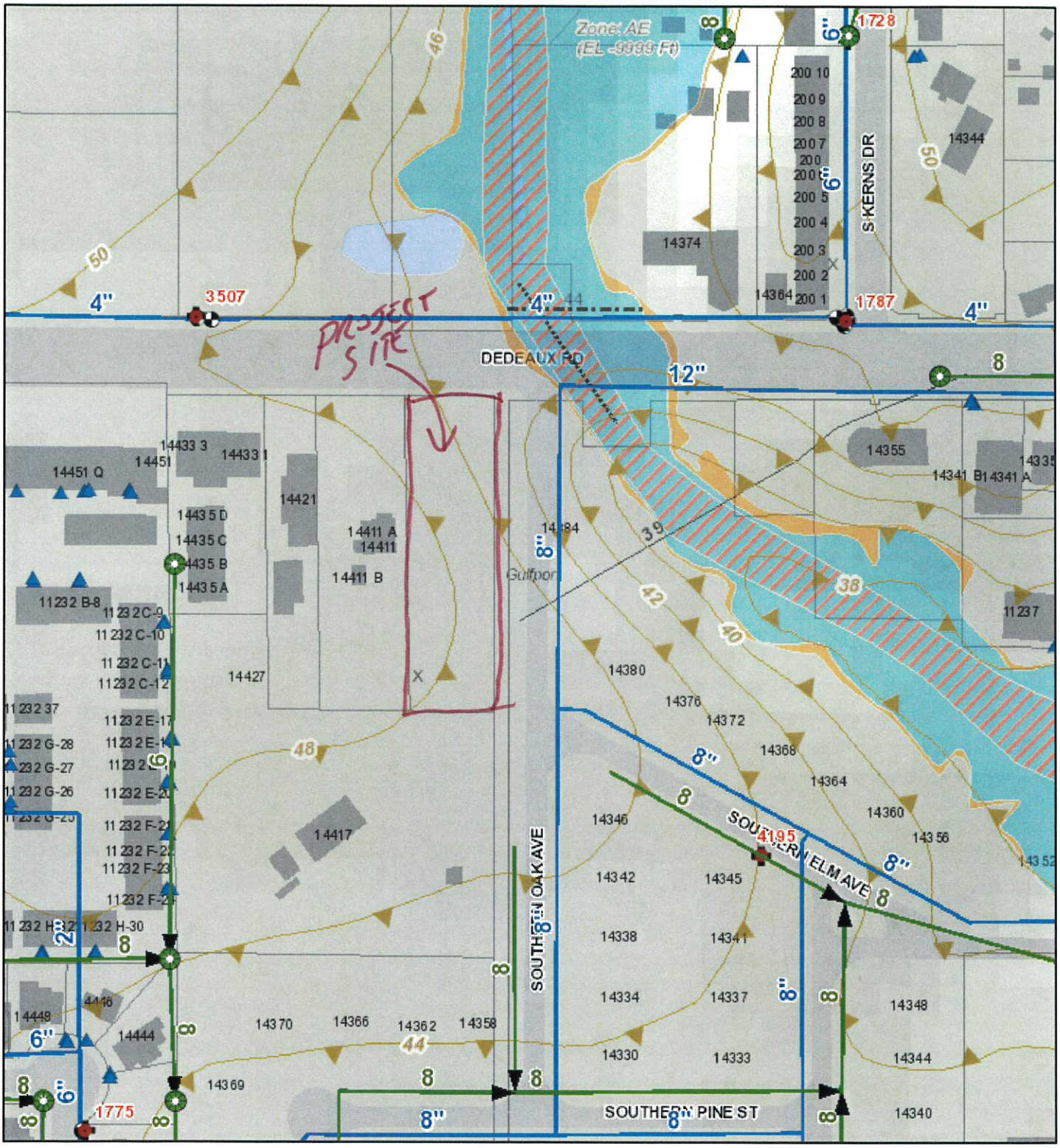
STATE OF MISSISSIPPI, COUNTY OF HARRISON

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

Notary Public _____ Commission Expiration _____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 80414 CANDACE M. DYE Commission Expires Jan. 24, 2026 HARRISON COUNTY

ArcGIS Web Ma



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

1:2,148

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

- Tanks
- Wells
- Water Mains
- Water Meter
- Valves
- Hydrants
- STreatmentPlant
- Gravity Mains
- Force Mains
- Lift Stations
- Manholes

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway

City of Gulfport GIS Department

Web AppBuilder for ArcGIS
City of Gulfport GIS Department |

ENGINEERING EXCELLENCE

WITH KRIS RIEMANN & ASSOCIATES

NARRATIVE

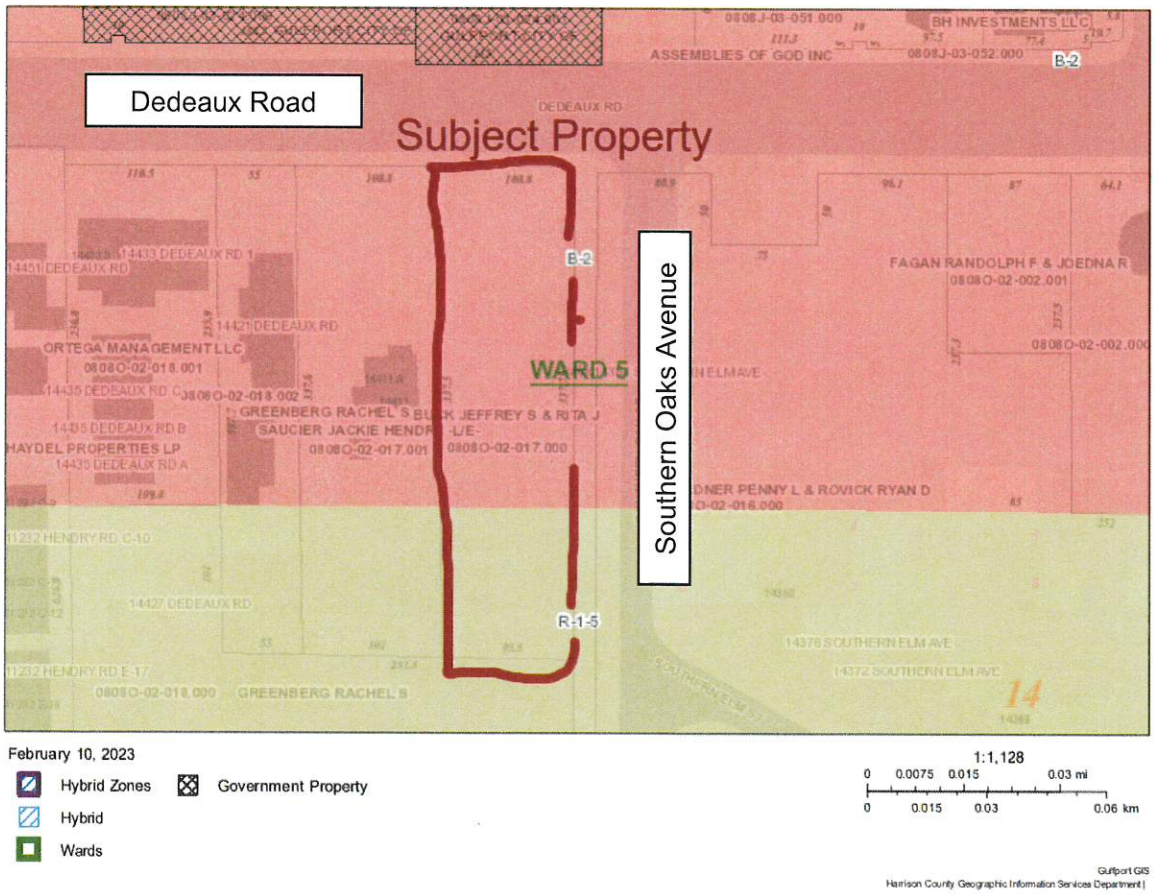
SOUTHERN BREEZE ESTATES – PHASE 2 TOWNHOUSES -6 LOTS TOWNHOMES AND 1 LOT SINGLE FAMILY SUBDIVISION

EXECUTIVE SUMMARY

Through this application, the property owner requests approval from the City of Gulfport to subdivide the subject property (shown below) into a 6-lot townhouse subdivision and 1-lot single family residential for the future construction of multi-family high-density residential townhomes. This project will subdivide **0808O-02-017.000 on Dedeaux Road and Southern Oak Avenue** into a townhouse subdivision for 6 lots plus 1 single family residential lot. As described in further detail throughout this written statement and as detailed in the preliminary plans, the townhouse subdivision will include all necessary streets, sidewalks, services, utilities, and other public improvements that are necessary to support the project. Approval of Southern Breeze Estates Phase 2 benefits the City of Gulfport by providing much-needed construction jobs, necessary street connections, future homes for people to live in, as well as permits and other fees to support City services and fund future City public works/infrastructure improvement projects. **This property is split zoned with the southern 104 feet zoned R-1-5 and the northern part zoned B-2. The owner would like to request to build townhouses in the B-2 district which can be approved by the Planning Commission.**

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

Gulfport Online Atlas



February 10, 2023

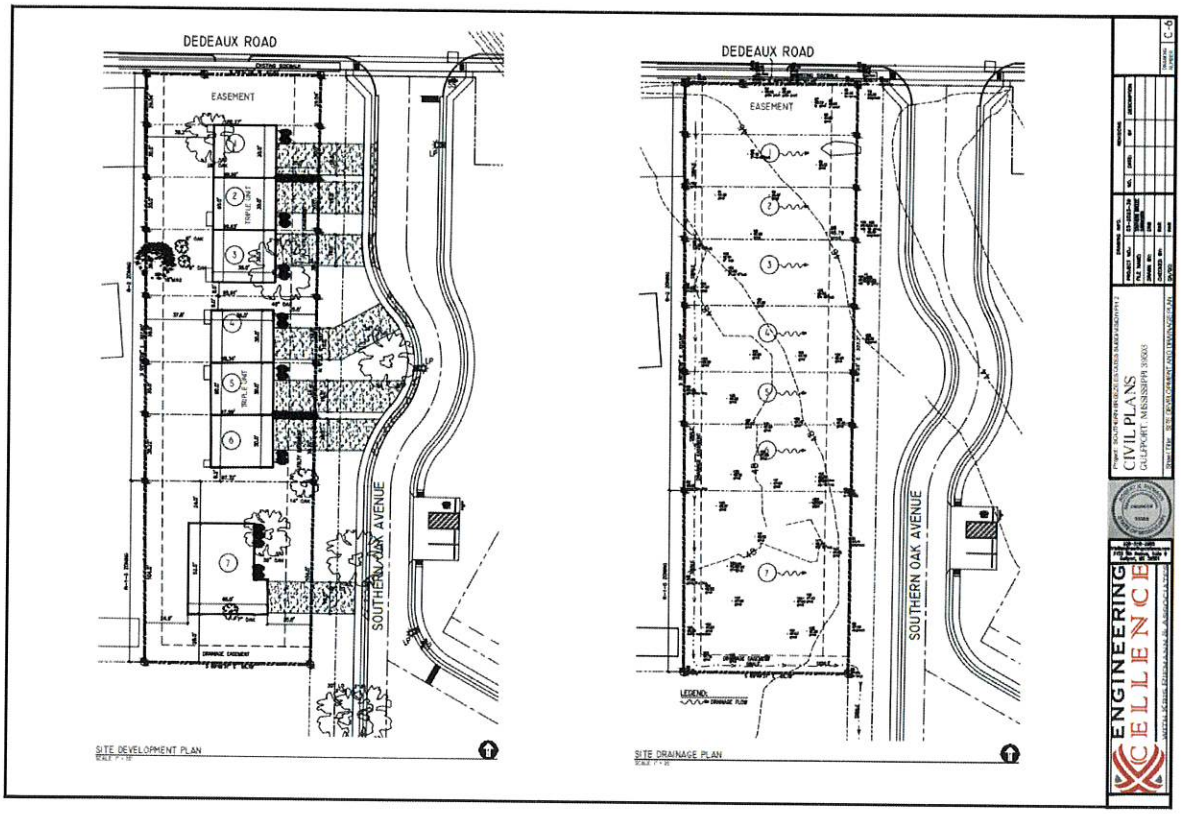
Hybrid Zones
Hybrid
Wards
Government Property

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Gulfport GIS
Harrison County Geographic Information Services Department



Basic Facts

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

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

For Townhomes:

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

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

Minimum lot width: Fourteen (14) feet

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

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

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

• Nonresidential sites. Sites to be reserved or dedicated for parks, recreation areas, schools, or other public uses; sites, if any for multi-family dwellings, shopping centers, churches, industry, or other non-public uses exclusive of single-family dwellings.

• Building setback lines for townhomes. Minimum building setback lines. Minimum front yard setback: The same as required for each zoning district except where the development contains units located on both sides of a street constructed by the developer to the city's specifications. In this case, the minimum front yard setback shall be ten (10) feet. Minimum side yard setback: None for townhouses except that on corner lots the minimum side yard on the corner side shall be as described in the corner building site above -Sec IV (D) (3) & (6). Also, the minimum side yard required for the townhouse unit located at the end of a row of townhouses shall be eight (8) feet from the exterior lot line. Minimum rear yard setback: See Section III. Yards required for townhouses. Shall comply with district regulations.

• Maximum height. The maximum height measured from the foundation to the lower floor of the uppermost habitable level shall not exceed twenty (20) feet in R-1, R-2, and R-O districts. In all other zoning districts, the maximum height is established in Section III, District Regulations.

• Maximum lot coverage. A townhouse dwelling including accessory structures shall not occupy more than seventy-five (75) percent of the lot area.

• Townhouses shall be constructed up to side lot lines without side yards and no windows, doors or other openings shall face a side lot line except that the outside wall of end units may contain such openings.

• Adjoining land. The approximate direction and gradient of the ground slope, including any levees or embankments; the character and location of buildings, railroads, power lines, towers, and other nearby residential land uses or adverse influences; and names of recorded subdivision plats of adjoining platted land by record name, date and number and the names of Record owners of adjoining unsubdivided land.

• Parking spaces. Minimum off-street parking spaces shall be as required in section IV, except where a townhouse lot is less than eighteen (18) feet in width the required parking spaces may be designed to allow vehicles to be parked in a vertical line and each space shall be at least eight (8) feet wide and eighteen (18) feet long.

• The maximum length of a row of townhouses shall not exceed two hundred twenty-five (225) feet. When an end unit of row houses does not side on a street, an open space or court of at least twenty (2) feet in width shall be provided between it and the adjacent row of townhouses. However, where two (2) rows of townhouses which together are less than two hundred twenty-five (225) feet in length and immediately adjacent to each other, this open space between the ends of the two (2) buildings may be reduced to a minimum of fifteen (15) feet.

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

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

Wetlands. There are NO Wetlands on this project site.

Project Description:

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

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

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

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

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

Facilities

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

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

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

Natural Environment

Site Soils.

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

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

Future Development

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

Surrounding Land Use

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

No negative impacts are apparent that need mitigation.

Phasing Plan

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

DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

SOUTHERN BREEZE ESTATES SUBDIVISION
HARRISON COUNTY, MISSISSIPPI

PHASE 2

DECLARANT

BLESSED INVESTMENTS TEAM, LLC

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	3
ARTICLE 2 THE PROPERTY	5
ARTICLE 3 PROPERTY SERVITUDES & RIGHTS	6
ARTICLE 4 COMMON AREA	7
ARTICLE 5 ARCHITECTURAL COVENANTS	8
ARTICLE 6 USE RESTRICTIONS	10
ARTICLE 7 ASSOCIATION OPERATIONS	16
ARTICLE 8 COVENANT FOR ASSESSMENTS	19
ARTICLE 9 ASSESSMENT LIEN	21
ARTICLE 10 ENFORCING THE COMMUNITY DOCUMENTS	22
ARTICLE 11 MAINTENANCE AND REPAIR OBLIGATIONS	23
ARTICLE 12 MORTGAGEE PROTECTION	24
ARTICLE 13 AMENDMENTS	24
ARTICLE 14 DISPUTE RESOLUTION	25
ARTICLE 15 DECLARANT RIGHTS & RESERVATIONS	27
ARTICLE 16 GENERAL PROVISIONS	30

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

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF HARRISON

DATE OF SIGNING: _____

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

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

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

ARTICLE 1
DEFINITIONS

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

1.1. Intentionally omitted

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

1.3. **"Architectural Reviewer"** means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's 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 _____ ASSOCIATION, INC., a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Southern Breeze Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association". Said Association may be set up in the future.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
THE PROPERTY

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

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

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

ARTICLE 3
PROPERTY SERVITUDES AND RIGHTS

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

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

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

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

a. To inspect the property for compliance with maintenance and architectural standards.

b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.

c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.

d. To enforce architectural standards.

e. To enforce use restrictions.

f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.

g. To enforce any other provision of the Community Documents.

h. To respond to emergencies.

i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

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

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

ARTICLE 4
COMMON AREA

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

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

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

a. all of the Property, save and except the Lots;

b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;

c. the entry feature, screening feature, and sign monument - if any;

d. any modification, replacement, or addition to any of the above-described areas and improvements; and

e. movable property owned by the Association, such as books and records, office equipment, and supplies.

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

ARTICLE 5
ARCHITECTURAL COVENANTS

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

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

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. <u>LIMITS ON LIABILITY</u>. 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. <u>PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT</u>. 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 on 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 entitles must provide such evidence of appointment and authority as its Board may require.

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

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

(1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or

(3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
COVENANT FOR ASSESSMENTS

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

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

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

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

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

a. maintenance, repair, and replacement, of the Common Area;

b. utilities and services billed to the Association;

c. taxes on property owned by the Association and the Association's income taxes;

d. management, legal, accounting and professional fees for services to the Association;

e. operating expenses;

f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;

g. contributions to the reserve funds; and

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

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

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

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

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

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

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

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

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

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

a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.

b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.

c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.

d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.

e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

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

ARTICLE 9
ASSESSMENT PRIVILEGE

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

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

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

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

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

ARTICLE 10
ENFORCING THE COMMUNITY DOCUMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
MAINTENANCE AND REPAIR OBLIGATIONS

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

a. the Common Areas;

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

c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and

d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

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

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

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

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

ARTICLE 12
MORTGAGEE PROTECTION

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

a. its mortgage against the Lot is superior to the Association's privilege for Assessments;

b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;

c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;

d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;

e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;

f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and

g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

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

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

ARTICLE 13
AMENDMENTS

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

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

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

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

ARTICLE 14
DISPUTE RESOLUTION

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

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

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

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

a. the Association's claim for Assessments, and any action by the Association to collect Assessments;

b. an action by a Party to obtain a temporary restraining order or equivalent emergency

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

c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and

d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15
DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

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

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

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

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

15.2. [INTENTIONALLY LEFT BLANK]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16
GENERAL PROVISIONS

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

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

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

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

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

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

WITNESSES:

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC

_____

Printed Name:_____

By: _____

_____ NELSON WAYNE CARR, MEMBER
Printed Name:_____

_____
NOTARY PUBLIC, in and for
HARRISON COUNTY, MISSISSIPPI
My Commission Expires: _____
Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

(End of Exhibit B)

Judicial District
Instrument 2005 21506 D -J1
Filed/Recorded 12 27 2005 2 15 P
Total Fees 12.00
3 Pages Recorded

Index as follows: **SE corner of the NW 1/4 of the SW 1/4 of Section 10, T7S, R11W, Harrison County, 1st JD, MS.**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, WE, **THURSTON C. HENDRY, JR. AND CONNIE SMITH HENDRY**, do hereby grant, bargain, sell, convey and warrant, unto **JEFFREY S. BUCK AND RITA J. BUCK, as joint tenants with full rights of survivorship and not as tenants in common,** the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the First Judicial District of the County of Harrison, State of MS, and more particularly described as follows, to-wit:

> **Commencing at the Southeast corner (SE) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 10, Township 7 South, Range 11 West, in Harrison County, Mississippi, run thence North 0 degrees 23 minutes East along the Section Line a distance of 1275.0 feet to the Point of Beginning. From said Point of Beginning run thence West 101.0 feet to a point; run thence South 01 degrees 17 minutes East a distance of 351.0 feet to a point; thence East 95.5 feet to a point; thence North 0 degrees 23 minutes East a distance of 351.0 feet to the Point of Beginning.**
>
> **This being the same property previously conveyed to Thurston C. Hendry, Jr. and Connie Smith Hendry (Lucille B. Hendry reserves a life estate) in Warranty Deed dated June 29, 1987 and recorded in Deed Book 1076 at Page 629 in the Land Records of the First Judicial District of Harrison County, Mississippi.**

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

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

Unofficial

WITNESS THE SIGNATURE of the Grantors on this the 23rd day of December, 2005.

Thurston C. Hendry Jr.
THURSTON C. HENDRY, JR.

Connie Smith Hendry
CONNIE SMITH HENDRY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **THURSTON C. HENDRY, JR. and CONNIE SMITH HENDRY**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 23rd day of December, 2005.

Celeste Paige Hammond
NOTARY PUBLIC
Celeste Paige Hammond

(SEAL)

My Commission Expires:

Unofficial

ADDRESS OF GRANTORS:
16257 CRESTVIEW DRIVE
GULFPORT, MS 39503
228-832-4821

ADDRESS OF GRANTEE:
15273 ELMWOOD COURT
GULFPORT, MS 39503
228-832-1021

PREPARED BY AND RETURN TO:

FILE# 051317

Schwartz, Orgler & Jordan, PLLC
15487 Oak Lane Drive, Suite 200-I
Gulfport, MS 39503
(228) 832-8550

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

3

Valid Valid

CERTIFICATE OF DEATH

STATE OF MISSISSIPPI

STATE FILE NUMBER 123-05-001012

FILING DATE JAN 25 2005

TYPE OR PRINT WITH BLACK INK

DECEASED

1. NAME: First Lucille; Middle; Last Hendry
2. SEX: FEMALE
3a. HOUR OF DEATH: 08:32 A.m.
3b. DATE OF DEATH (Month, Day, Year): JANUARY 17, 2005
4. RACE (Specify White, Black, American Indian, etc.): White
5a. AGE AT LAST BIRTHDAY: 92 Years
5b. MOS (ONLY IF UNDER 1 YEAR): 5c. DAYS: 5d. HOURS: 5e. MINS:
6. DATE OF BIRTH (Month, Day, Year): June 11 1912
7a. COUNTY OF DEATH: HARRISON
7b. CITY OR TOWN OF DEATH: GULFPORT
7c. HOSPITAL OR OTHER INSTITUTION-NAME AND NUMBER (If not in either, give street address, route number or other location): 14411 DEDEAUX ROAD
7d. IF IN HOSP., OR INST. SPECIFY INPT., OUTPT., EMER. RM.OR DOA:
8. STATE OF BIRTH: MS.
9. DECEDENT'S EDUCATION (Specify only highest grade completed): Elem/High School (0-12): 12; College (1-4, 5+):
10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): Widowed
11. SURVIVING SPOUSE (If wife, give maiden name):
12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No): No
13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.): American
14. SOCIAL SECURITY NUMBER: 425-03-2366
15a. USUAL OCCUPATION (Kind of work done most of working life): Supervisor
15b. KIND OF BUSINESS OR INDUSTRY: Manufacturing
16a. RESIDENCE-STATE: MS.
16b. COUNTY: Harrison
16c. CITY OR TOWN: Gulfport
16d. INSIDE CITY LIMITS (Specify Yes or No): Yes
16e. STREET AND NUMBER OR RURAL LOCATION: 14411 Dedeaux Road

Death occurred in institution, see HANDBOOK, regarding completion of RESIDENCE items

RESIDENCE items for school decedent above either from usual address

PARENTS

17. FATHER—NAME: First John; Middle Robert; Last Breakfield
18. MOTHER—NAME: First Betty; Middle; Maiden McRaney

INFORMANT

19a. INFORMANT—NAME (Type or print): Jackie Saucier
19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code): 14411 Dedeaux Road Gulfport,MS. 39503

DISPOSITION

20a. BURIAL, CREMATION, REMOVAL (Specify): Burial
20b. CEMETERY, CREMATORY—NAME: Evergreen Cemetery
20c. LOCATION (City and State): Gulfport,MS.
21a. EMBALMER—SIGNATURE AND NUMBER: Ed Wuftem ES-603
21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER: Riemann Funeral Home 24-R
21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code): P.O.Box 1750 Gulfport,MS. 39502

PRONOUNCEMENT

22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print): GAIL MOORE, R.N.
22b. PRONOUNCED DEAD (Month, Day, Year): On JANUARY 17, 2005
22c. PRONOUNCED DEAD (Hour): At 08:32 A.m.

CERTIFIER

23a. CERTIFIER—NAME (Type or print): GARY T. HARGROVE
23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code): P.O. BOX 4036, GULFPORT, MS 39502

Mississippi State Board of Health Form No. 511 Revised 1-1-99

This section to be completed by physician if NOT a medical examiner:
24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE ▶ MD
24b. DATE SIGNED (Month, Day, Year):
24c. STATE LICENSE NUMBER:
24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print):

This section to be completed by medical examiner ONLY:
24e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner stated. SIGNATURE
24f. TITLE: HARRISON COUNTY CORONER
24g. DATE SIGNED (Month, Day, Year): JANUARY 17, 2005

CAUSE OF DEATH

25. PART I. DEATH CAUSED BY:
IMMEDIATE CAUSE (Enter one cause only). (a) CARCINOMA OF THE BREAST — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (b) — Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (c) — Interval between onset and death

Conditions, if any, which gave rise to immediate cause stating the underlying cause last

26. PART II. OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I
27. AUTOPSY (Yes or No): NO
28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No): YES

Was Decedent Pregnant Within 90 Days Prior to Death? ☐ Yes ☒ No

Use if death NOT due to natural causes:
29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)
29b. DATE OF INJURY (Month, Day, Year)
29c. HOUR OF INJURY: m.
29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED
29e. INJURY AT WORK (Yes or No)
29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)
29g. LOCATION: Street or route number; City or town; State

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

JAN 26 2005

Judy Mouhier
STATE REGISTRAR

MISSISSIPPI STATE BOARD OF HEALTH

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.

DEPARTMENT OF URBAN DEVELOPMENT
PLANNING DIVISION
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 26, 2023

Blessed Investments Team, LLC
PO Box 2353
Gulfport, MS 39805

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

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on **Thursday, May 25, 2023**, the Gulfport City Planning Commission **approved** the request for the General Plan with the following conditions:

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

A final plat must be filed with one year from the date of Planning Commission approval of this General Plan, or a request for an extension time filed prior to the one-year expiration date.

Any interested party that may feel aggrieved by this approval of the Planning Commission decision may confirm by filing a written notice of appeal on or before fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. A filing fee for an appeal will apply. Please contact this office for further details on the appeal process.

If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

c. Agent, Adjacent Property Owners, Building Code Services