

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, MARCH 20, 2025 AT 3:30 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. Zoning Board Meeting - 2-20-25

G. Hearing of Cases

G1. Public Declaration of Appeal Process of Chairman

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

G2. Anyone speaking today is asked to complete a "Speaker's Card".

Please provide the completed card at the time you speak to the Zoning Board. City staff personnel can assist in any questions you may have or in completing the card. This public meeting is open to all for comment.

G3. Routine Agenda

- 1. Variance 2502ZB011:(Tabled to March meeting due to applicant's absence)**

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

2. Variance 2502ZB013:(Tabled to March meeting due to applicant's absence)

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenece Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

**3. Variance 2503ZB028:
(Deferred to April Meeting by Applicant)**

Variance 2503ZB028, by owners Juan Ibarra and Angelica Robles, seeking approval for 17 parking spaces where 20 parking spaces are required, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3

**4. Variance 2503ZB029:
(Deferred to April Meeting by Applicant)**

Variance 2503ZB029, by owners Juan Ibarra and Angelica Robles, seeking approval for parking that backs out into city right-of-way, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3

**5. Special Exception 2503SE030:
(Deferred to April Meeting by Applicant)**

Special Exception 2503SE030, by owners Juan Ibarra and Angelical Robles, seeking approval for a bar use, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3

6. Variance 2503ZB031:

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

7. Variance 2503ZB032:

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

8. Variance 2503ZB033:

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

9. Variance 2503ZB034:

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for 13.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

10. Variance 2503ZB035:

Variance 2503ZB035, by agent Jack Schmidt, seeking approval for 13.29 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

11. Variance 2503ZB036:

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

12. Variance 2503ZB037:

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

13. Variance 2503ZB038:

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

14. Variance 2503ZB039:

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

15. Variance 2503ZB040:

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

H. Adjournment

MINUTES

ZONING BOARD OF ADJUSTMENT AND APPEALS MEETING

Thursday, February 20, 2025 3:00 P.M.

GULFPORT CITY COUNCIL CHAMBERS

A. **Prayer**: The Zoning Board led a prayer.

B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.

C. **Call to Order**: The meeting of the Zoning Board was called to order at 3:02 p.m.

D. **Determination of a Quorum**:

BOARD MEMBERS PRESENT:

ROBERT PHARR

HAL KAIGLER

NATHAN BODDIE

LESLIE NORTH

MARY ANN WIGINTON

MACK MCCREE

BOARD MEMBERS ABSENT:

MICHAEL DANIELS

STAFF MEMBERS PRESENT:

SU-LIN FEATHERSTON

MATILDA WELCH

SAMUEL SWEETING

WILLIAM DICKINSON

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Approval of Minutes:**

Motion by Mrs. Wiginton and seconded by Mr. Pharr to approve Minutes of the **January 16, 2025**, Zoning Board meeting was carried unanimously.

G. **Hearing of cases:**

G1. The declaration of appeal process was read by the Chairman of the Zoning Board: Any person or any officer, department, or agency of the city aggrieved by any decision of the Board of Adjustment and appeals may within fifteen (15) days thereafter appeal there from to the mayor and city council by filing with the Planning Division a written notice of appeal specifying the decision from which the appeal is taken. In case of such appeal, the Planning Division 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 transcript. 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 Chairman asked all individuals speaking at today's meeting to complete a speaker's card.

G3. Routine Agenda:

1. Variance 2412ZB197:

Variance 2412ZB197, by owners R. Solloum Investments Inc. and J. Salloum Properties Inc., seeking approval for building height of 59 feet where 45 feet is the height limit, Tax Parcels 1010P-01-003.000, 1010P-01-002.000, 2400 Beach Drive, 121 Debuys Road, Zoned R-B (Residence Business), Ward 2

Speaking for the Petition: Richard Salloum

Speaking against the Petition: None

Motion: Mr. Boddie – to approve the applicant’s request.

Second: Mr. Pharr

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Yea
Hal Kaigler	- Yea

Action: Motion carried unanimously

2. Variance 2412ZB198:

Variance 2412ZB198, by owners R. Solloum Investments Inc. and J. Salloum Properties Inc., seeking approval for 146 regular parking spaces where 208 spaces are required, Tax Parcels 1010P-01-003.000, 1010P-01-002.000, 2400 Beach Drive, 121 Debuys Road, Zoned R-B (Residence Business), Ward 2

Speaking for the Petition: Richard Salloum

Speaking against the Petition: None

Motion: Mr. Pharr – to approve the applicant’s request.

Second: Mr. McCree

Leslie North	- Chairman
Mary Ann Wiginton	-Yea
Michael Daniels	-Absent
Robert Pharr	-Yea
Nathan Boddie	-Yea
Mack McCree	-Yea
Hal Kaigler	-Yea

Action: Motion carried unanimously

3. Variance 2412ZB199:

Variance 2412ZB199, by owners R. Solloum Investments Inc. and J. Salloum Properties Inc., seeking approval for one additional wall sign where two wall signs are allowed, Tax Parcel 1010P-01-003.000, 1010P-01-002.000, 2400 Beach Drive, 121 Debuys Road, Zoned R-B (Residence Business), Ward 2

Speaking for the Petition: Richard Salloum

Speaking against the Petition: None

Motion: Mr. Boddie – to approve the applicant’s request.

Second: Mr. Kaigler

Leslie North	- Chairman
Mary Ann Wiginton	-Yea
Michael Daniels	-Absent
Robert Pharr	-Yea
Nathan Boddie	-Yea
Mack McCree	-Yea
Hal Kaigler	-Yea

Action: Motion carried unanimously

4. Variance 2502ZB011:

Variance 2502ZB011, by agent Richard J. Drive, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mr. Kaigler – to table until the next meeting due to applicant’s absence.

Second: Mrs. Wiginton

Leslie North	- Chairman
Mary Ann Wiginton	-Yea
Michael Daniels	-Absent
Robert Pharr	-Yea
Nathan Boddie	-Yea
Mack McCree	-Yea
Hal Kaigler	-Yea

Action: Motion carried unanimously

5. Variance 2502ZB013:

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jeneé Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mr. Pharr – to table until the next meeting due to applicant’s absence.

Second: Mr. Kaigler

Leslie North	- Chairman
Mary Ann Wiginton	-Yea
Michael Daniels	-Absent
Robert Pharr	-Yea
Nathan Boddie	-Yea
Mack McCree	-Yea
Hal Kaigler	-Yea

Action: Motion carried unanimously

6. Variance 2501ZB018:

Variance 2502ZB018, by agent Morgan Speranzo Hoda, seeking approval for a front yard setback of 21.5 feet where 25 is required, Tax Parcels 1009N-01-002.061, 1009N-01-002.062, 11048 Georgian Way, Zoned R-2, Ward 5

Speaking for the Petition: Morgan Hoda

Speaking against the Petition: None

Motion: Mr. Pharr – To approve the applicant’s request.

Second: Mrs. Wiginton

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Yea
Hal Kaigler	- Yea

Action: Motion carried unanimously

7. Variance 2502ZB019:

Variance 2502ZB019, by owners Timothy Levens and Theresa Levens, seeking approval to exceed the allowable square footage for accessory structure by 544 square feet for property over an acre, Tax Parcel 0907O-01-023.015, 12596 Beau Forest Drive, Zoned R-1-15 (Single-Family), Ward 6

Speaking for the Petition: Timothy Levens

Speaking against the Petition: None

Motion: Mr. Kaigler – to approve the applicant’s request.

Second: Mrs. Wiginton

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Yea
Hal Kaigler	- Yea

Action: Motion carried unanimously

8. Variance 2502ZB020:

Variance 2502ZB020, by owners Timothy Levens and Theresa Levens, seeking approval for a third accessory structure where two are allowed, Tax Parcel 0907O-01-023.015, 12596 Beau Forest Drive, Zoned R-1-15 (Single-Family), Ward 6

Speaking for the Petition: Timothy Levens

Speaking against the Petition: None

Motion: Mrs. Wiginton – to approve the applicant’s request.

Second: Mr. McCree

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Yea
Hal Kaigler	- Yea

Action: Motion carried unanimously

9. Variance 2502ZB021:

Variance 2502ZB021, by owner FHC, INC, seeking approval for lot sizes smaller than an acre for a proposed 7 lot subdivision, Tax Parcels 1007O-01-028.000, 1007O-01-028.008, 1007O-01-028.012, 1007O-01-028.014, 10550 O'Neil Road, Zoned R-E (Residence-Estate), Ward 6

Speaking for the Petition: Nick Gant

Speaking against the Petition: None

Motion: Mr. Boddie – to approve the applicant’s request.

Second: Mrs. Wiginton

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Yea
Hal Kaigler	- Yea

Action: Motion carried unanimously

10. Variance 2502ZB024:

Variance 2502ZB024, by agent David John Hunter, seeking approval for an 8 foot setback where 25 feet is required for a secondary frontage, Tax Parcel 0911F-01-035.000, 500 East Beach Blvd, Zoned R-1-7.5 (Single-Family), Ward 2

Speaking for the Petition: David Hunter, Jerry Edwards, Jordan Matthews

Speaking against the Petition: Gail Nicholson, John Daniel, Julie Cotton Daughdrill, Duane Bertucci, H. Lee Bryant

Motion: Mr. Boddie – to approve the applicant’s request.

Second: Mr. Kaigler

Leslie North	- Chairman
Mary Ann Wiginton	- Yea
Michael Daniels	- Absent
Robert Pharr	- Yea
Nathan Boddie	- Yea
Mack McCree	- Nay
Hal Kaigler	- Yea

Action: Motion carried 4-1

Adjournment:

Motion by **Mrs. Wiginton** to adjourn the meeting was seconded by **Mr. McCree** and carried unanimously. The meeting adjourned **4:25 P.M.**

THESE MINUTES WERE APPROVED BY A VOTE OF THE ZONING BOARD OF ADJUSTMENT AND APPEALS.

Michael Daniels, Secretary

Date: _____



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Public Declaration of Appeal Process of Chairman



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Anyone speaking today is asked to complete a "Speaker's Card".



URBAN DEVELOPMENT
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ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Routine Agenda



URBAN DEVELOPMENT
PLANNING & ZONING
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ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2502ZB011:(Tabled to March meeting due to applicant's absence) Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2502ZB011

Hearing Date: March 20, 2025

Current Zoning/Use: R-2 / Single-Family

Legal: Variance 2502ZB011, by agent Richard J. Drive, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a height variance for a wooden fence of 8 feet where 6 feet is the maximum in the side and rear. The applicant addresses the hardship questions below.

- (a) The applicant notes that the proposed fence will have no impact on safety, ingress or egress. The applicant also says that the variance request is necessary because the neighbors' fence is 8' and it is in disrepair. This in no way answers the question of whether or not the property has special conditions that are not applicable to other properties in the area.
- (b) In the application, the applicant cites that the neighbors' fence was in place when our property was acquired and we did not create the nuisance. The applicant does not answer this question. The applicant is directly responsible for causing the special conditions, as they are requesting an 8 foot fence where 6 foot is the maximum.
- (c) There is no definable hardship on this property.
- (d) The current surrounding area of the property contains a few properties that have 8-foot-high fences that were approved, such as 2402ZB016, 10879 Channelside Dr. and 2407ZB101, 10785 East Taylor Rd., and as such, a denial would deprive the applicant of what has been commonly enjoyed by the surrounding properties.
- (e) Applicant did not answer this question. Upon staff review, this fence would exist in harmony with the surrounding area as there are several fences in that area that go to 8 feet.
- (f) This property is zoned R-2, and a fence is allowed by right.

EXECUTIVE SUMMARY

No legitimate hardships were provided by the applicant in the written request. While a six-foot fence with a two-foot decorative top will provide the applicant with the desired height, there are several properties in the surrounding area that were approved for 8 foot fences prior. As such, what the applicant is seeking would exist in harmony with the established neighborhood.

Any approval should consider these conditions:

- 1. Must not obstruct view of traffic
- 2. Approval allows for 8 foot fence when 6 feet is the height limit.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 2/7/2025.

Public Works: No conditions. Memo dated 2/7/2025.

Traffic and Safety: No conditions. Memo dated 2/7/2025.

Building Code Services: No conditions. Memo dated 2/7/2025.

GIS: No conditions. Memo dated 2/7/2025.

Police Department: No conditions. Memo dated 2/7/2025.

Technical Report

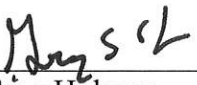
VARIANCE

Fire Department: No conditions. Memo dated 2/7/2025.

City Arborist: No conditions. Memo dated 2/7/2025.

DIRECTOR APPROVAL

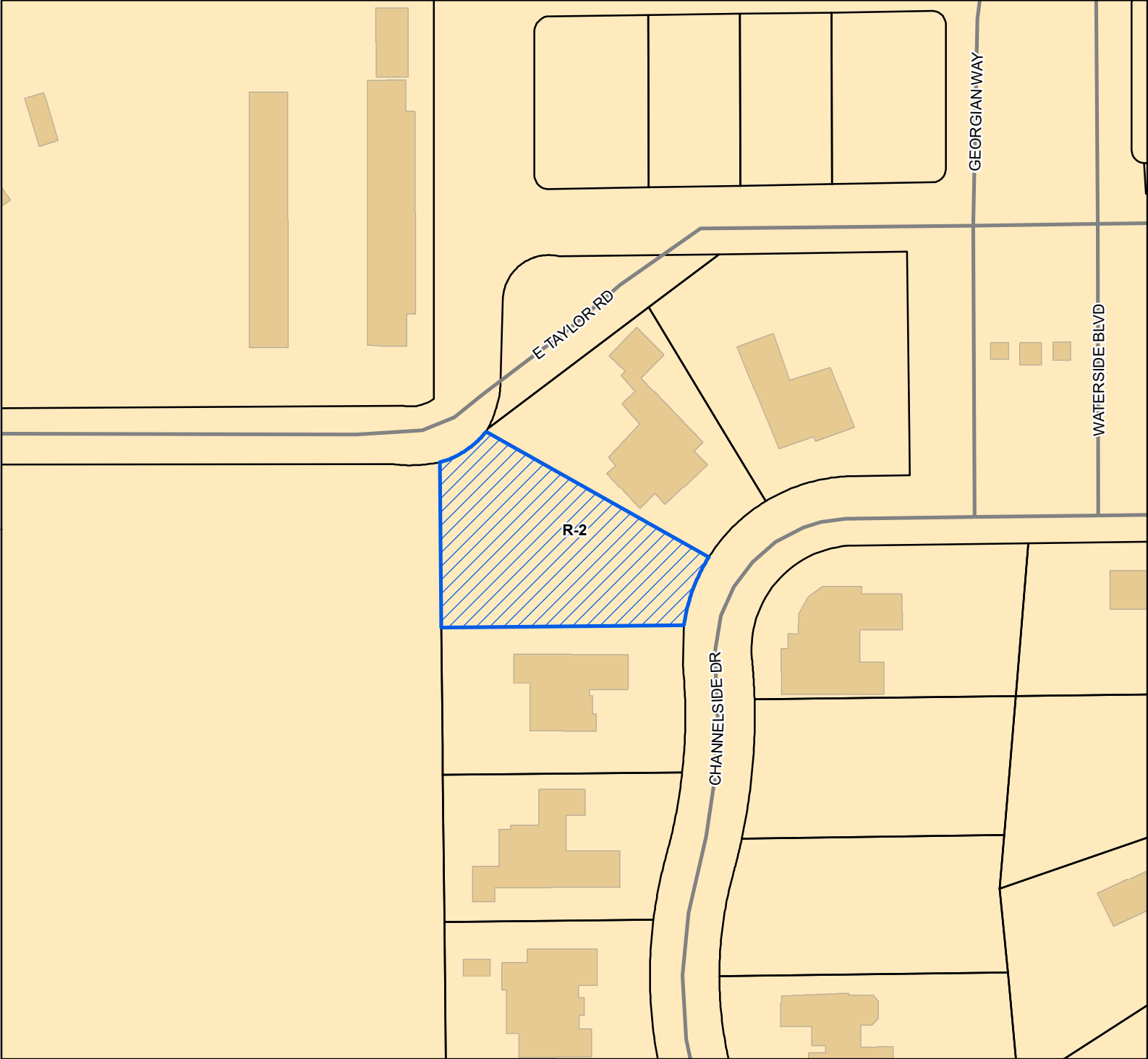
This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

2502ZB011

Variance



Site

Street

Parcels

Buildings

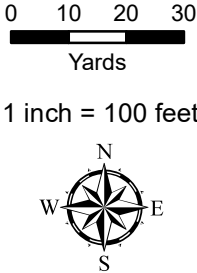
City Limit

Zoning

R-2 - Single Family

Residence District (Medium Density)

Site Information
1010C-01-001.002
Zoning: R-2 (Single-Family)
Size: 18838.51 sqft
Flood: X



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

12/09/2024 BC

CASE NUMBER

2502 ZB011

Receipt # 13064763

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
- ☐ Special Exception
- ☐ Variance

TAX PARCEL NUMBERS

1	0	1	0	C	-	0	1	-	0	0	1	.	0	0	2
					-			-				.			
					-			-				.			

Property Address:

10988 CHANNELSIDE DRIVE

Lot(s) 3 Block(s) _____ Subdivision WATERSIDE

General Description of Request: TO ALLOW 100' OF FENCE ON SOUTH
BOUNDARY TO EXCEED 6' AND CONSIST OF 90' AT 8'
AND 8' FEET OF FENCE @ 7' OF HEIGHT.

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:

KEVIN VERRETT
 Printed Name of Owner
1708 E. Pass Rd
 Mailing Address
Gulfport MS 39507
 City State Zip Code
228.822.2190 228.669.1702
 Home Phone Work/Cell Phone
KDYERRETT@GMAIL.COM
 Email
Kevin Verrett
 Signature of Owner

AGENT:

RICHARD J. COPPONE
 Printed Name of Agent
P.O. Box 7005
 Mailing Address
Gulfport, MS 39506
 City State Zip Code
228.297.8611
 Home Phone Work/Cell Phone
RJ COPPONE@GMAIL.COM
 Email
[Signature]
 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) SUSAN GLEN VERRETT
 Address (Street, City, State, Zip Code) 1708 E. Pass Rd G't, MS 39507
 Phone (Home) _____ (Work) _____ (Cell) 850.714.3361
 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: _____



DESIGNATION OF AGENT

I, KEVIN VERBETT being property owner of 10988 CHANNELSIDE DR
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize RICHARD J. COPPONEK 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 petition.

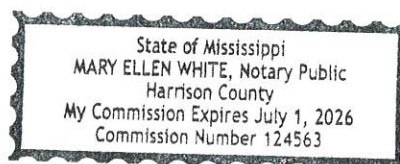
The petitioner understands and acknowledges that the City will rely upon the agent's representations in
approval or denial or said petition.

[Signature] 12-3-24
SIGNATURE DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of December, 20 24

Mary Ellen White 07/01/2026
NOTARY PUBLIC COMMISSION EXPIRATION





COVENANT AFFIDAVIT

I, KEVIN VERRETT being property owner or agent of the property 10988 CHANNELSIDE DR.
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.

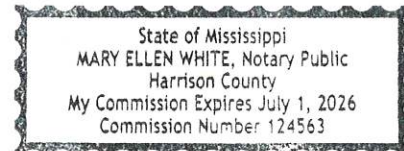
Kevin Verrett
SIGNATURE

12-3-24
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of December, 20 24

Mary Ellen White
NOTARY PUBLIC



07/01/2026
COMMISSION EXPIRATION

FENCE VARIANCE SUBMISSION

- 1) The proposed fence will have no impact on safety, ingress or egress.
- 2) The portion of the fence under this variance request will not be seen from the street or by the neighbors.
- 3) The reason for the variance request is to block the neighbors existing 8' fence, which is in disrepair.
- 4) There will be no impact on ingress or egress.
- 5) The reason for the variance request is to block the neighbors existing 8' fence that is in disrepair.
- 6) The 8' portion of the new fence will not be seen by the neighbors.

ADDITIONAL VARIANCE QUESTIONS

- 1) The variance request is necessary because the neighbors fence is 8' and it is in disrepair. Our variance request is necessary to keep the neighbors fence from having a negative impact on our property.
- 2) The neighbors fence was in place when our property was acquired and we did not create the nuisance.
- 3) Our property enjoyment is negatively impacted by the neighbors fence and the best solution is to build a fence to screen the neighbors fence.
- 4) It is unreasonable and will negatively impact our property enjoyment to be forced to look at the neighbor's fence.
- 5) No special privilege will be granted to allow us to block the neighbors fence, we are actually incurring a burden by having to spend additional dollars to build the fence higher in this area.
- 6) The neighborhood covenants allow for an 8 foot fence to be built. Apparently, the City ordinance supersedes this covenant.



J1 - GULFPORT DISTRICT
Instrument 2022-0008321-D-J1
Filed/Recorded 04/11/2022 3:42:01 PM
Total Fees 25.00
2 Pages Recorded

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

File#220776

Indexing Instructions:
Lot 3, Waterside S/D, Phase 1
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,

**AARON D. SAFLEY and wife, JESSICA L. SAFLEY
9137 HONEYSUCKLE LANE
GULFPORT, MS 39503
(601) 540-4725**

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

**KEVIN VERRETT and wife, CAROLYN SUSAN GLENN
as tenants by the entirety with full rights of survivorship and not as tenants in common
1708 E. PASS ROAD
GULFPORT, MS 39507
(228) 669-1702**

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

Lot Three (3), WATERSIDE SUBDIVISION, PHASE ONE (1), a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 46 at Page 1 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 any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURES of the Grantors on this the 8th day of April, 2022.


AARON D. SAFLEY


JESSICA L. SAFLEY

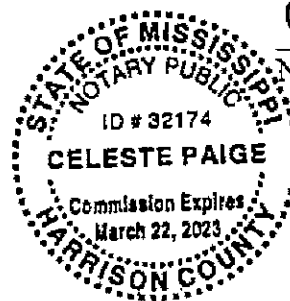
STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, AARON D. SAFLEY and JESSICA L. SAFLEY, 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 8th day of April, 2022.

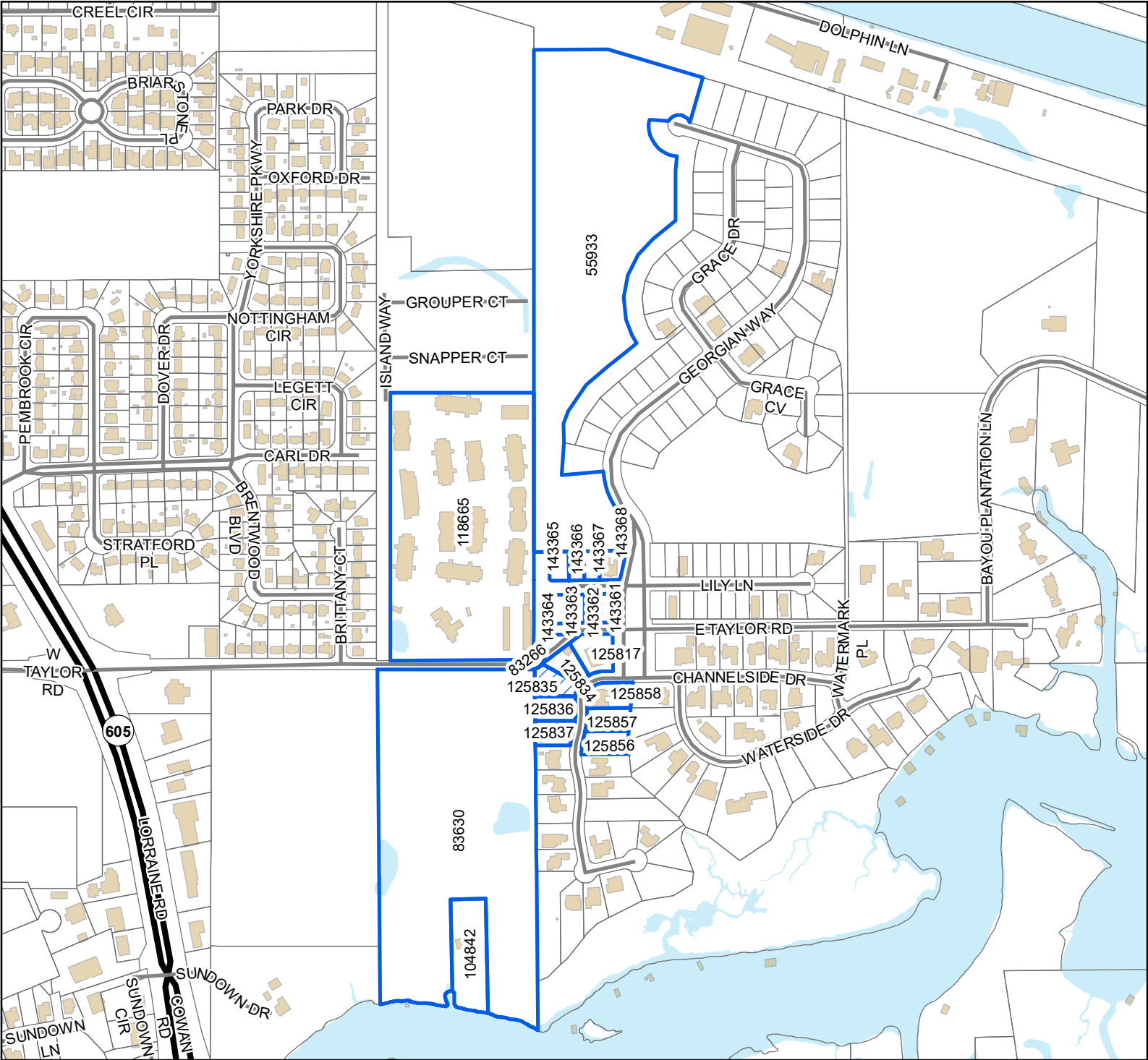
(SEAL)

My Commission Expires:



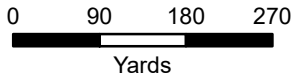

NOTARY PUBLIC

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010C-01-001.002	KEVIN & SUSAN VERRETT (OWNERS)	1708 E PASS RD	GULFPORT	MS	39507
			RICHARD COPPONEX (AGENT)	P O BOX 7005	GULFPORT	MS	39506
Adjacent Property Owners (2502ZB011)							
N	118665	1009N-01-004.001	MMP2-HARBIN LLC	C/O LEGACY PROPERTY MANAGEMEN	NASHVILLE	TN	37212
	83630	1010C-01-002.000	CARTER JONATHAN R & GRAMMAR JENNIE	11029 E TAYLOR RD	GULFPORT	MS	39503
N	104842	1010C-01-002.001	CARTER JONATHAN R & GRAMMER JENNIE	11029 EAST TAYLOR RD	GULFPORT	MS	39503
	125856	1010C-01-001.023	BENNETT KIM	14025 URSULINE DR	GULFPORT	MS	39503
	125837	1010C-01-001.004	HALL BRUCE & MARIA	11008 CHANNELSIDE DR	GULFPORT	MS	39503
	83266	1009N-01-003.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	125836	1010C-01-001.003	SANFORD TIMOTHY HERBERT & TRACY S	10998 CHANNELSIDE DR	GULFPORT	MS	39503
	125857	1010C-01-001.024	SHETH SHAILAV	832 JOLIET CT	BILOXI	MS	39532
	125817	1009N-01-003.001	SELLERS BENNIE JAMES JR & KATHRYN L	10968 CHANNELSIDE DRIVE	GULFPORT	MS	39503
	125834	1010C-01-001.001	SHARP MYLES ETHAN & DARIA OCCHI	10978 CHANNELSIDE DR	GULFPORT	MS	39503
	125835	1010C-01-001.002	VERRETT KEVIN & GLENN CAROLYN SUSAN	1708 E PASS RD	GULFPORT	MS	39507
	125858	1010C-01-001.025	KILLEBREW JOHN A JR & LISA S	10989 CHANNELSIDE DR	GULFPORT	MS	39503
	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
	143362	1009N-01-002.002	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143364	1009N-01-002.004	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143363	1009N-01-002.003	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143361	1009N-01-002.001	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143368	1009N-01-002.008	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143366	1009N-01-002.006	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143367	1009N-01-002.007	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143365	1009N-01-002.005	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073



Legend

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



1 inch = 600 feet



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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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jeneé Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:
03/05/25

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.

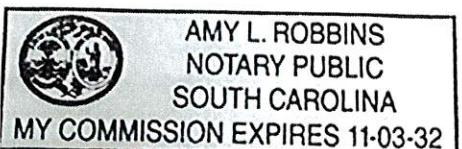
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2502ZB013:(Tabled to March meeting due to applicant's absence) Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2502ZB013

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-15 / Single-family Home
I-2 / Commercial Building

Legal: Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenece Daigle, seeking approval for a six foot tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7.

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant is seeking approval for a six-foot-tall fence between the front property line and front façade line of the primary structure, where the height limit is four feet.

- (a) The applicant only addressed the fence variance question regarding safety and ingress and egress, stating that there will be no adverse issues to safety or ingress and egress. The applicant does not state any special conditions or circumstances that are peculiar to the land.
- (b) The applicant does not address the question regarding the cause of a hardship, or whether a hardship was the result of the applicant's actions. The applicant is seeking approval for a six-foot-tall fence where ordinance requires the height limit to be 4 feet, and staff has noted from a site visit, the construction of said fence has already started. The special conditions result from the actions of the applicant.
- (c) The applicant does not address the question regarding how an unnecessary hardship has resulted from the physical character of the property, instead noting how the design will be similar to the house. As noted from the site visit conducted by staff, the applicant has already begun construction of the proposed fence.
- (d) The applicant does not address the question regarding the literal interpretation of the ordinance. From the staff visit to the nearby area, staff noted other fences between the front façade line of the primary structure and front property line that were greater than four feet in height. From staff's research, staff noted that some fences were permitted, while most were existing prior to the current fence ordinance, and the annexation of the nearby area. The literal interpretations of the current fence ordinance would deprive the applicant of rights commonly enjoyed in this same district.
- (e) The applicant does address the question regarding any special privileges that may be conferred should the variance be granted. As noted from the prior statement staff noted that within the nearby area, there are fences that exceed the four-foot height limit between the front property line and the front façade line of the primary structure. While some of these fences were permitted, most existed prior to both the current fence ordinance and annexation of the nearby area. Granting the variance would not confer any special privileges.
- (f) These properties are zoned R-1-15 and I-2, and a fence is allowed by right.

EXECUTIVE SUMMARY

The applicant is seeking approval for a six-foot-tall fence between the front façade line of the primary structure and the front property line, where the height limit is four feet. The applicant does not address how any hardship resulting from the character of the land is preventing them from meeting the requirements of the current fence ordinance. From a staff visit to the subject site, staff noted that construction of the proposed fence had already begun. Staff also noted other fences east of the subject site with fences within the front of the primary structure that exceeded the four-foot height limit. From staff's research, staff noted that some of these fences had permits that predated the current fence ordinance, while others were existing prior to the nearby area being annexed into the City of Gulfport. While the applicant has caused their own hardship, granting of the variance would not confer any special privileges that other properties in the same district do not enjoy.

Technical Report

VARIANCE

Any approval should consider these conditions:

1. Approval allows for a six-foot-tall fence between the front property line and the front faced line of the primary structure, where the height limit is four feet.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 2/7/2025.

Public Works: No conditions. Memo dated 2/7/2025.

Traffic and Safety: No conditions. Memo dated 2/7/2025.

Building Code Services: No conditions. Memo dated 2/7/2025.

GIS: No conditions. Memo dated 2/7/2025.

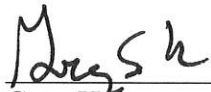
Police Department: No conditions. Memo dated 2/7/2025.

Fire Department: No conditions. Memo dated 2/7/2025.

City Arborist: No conditions. Memo dated 2/7/2025.

DIRECTOR APPROVAL

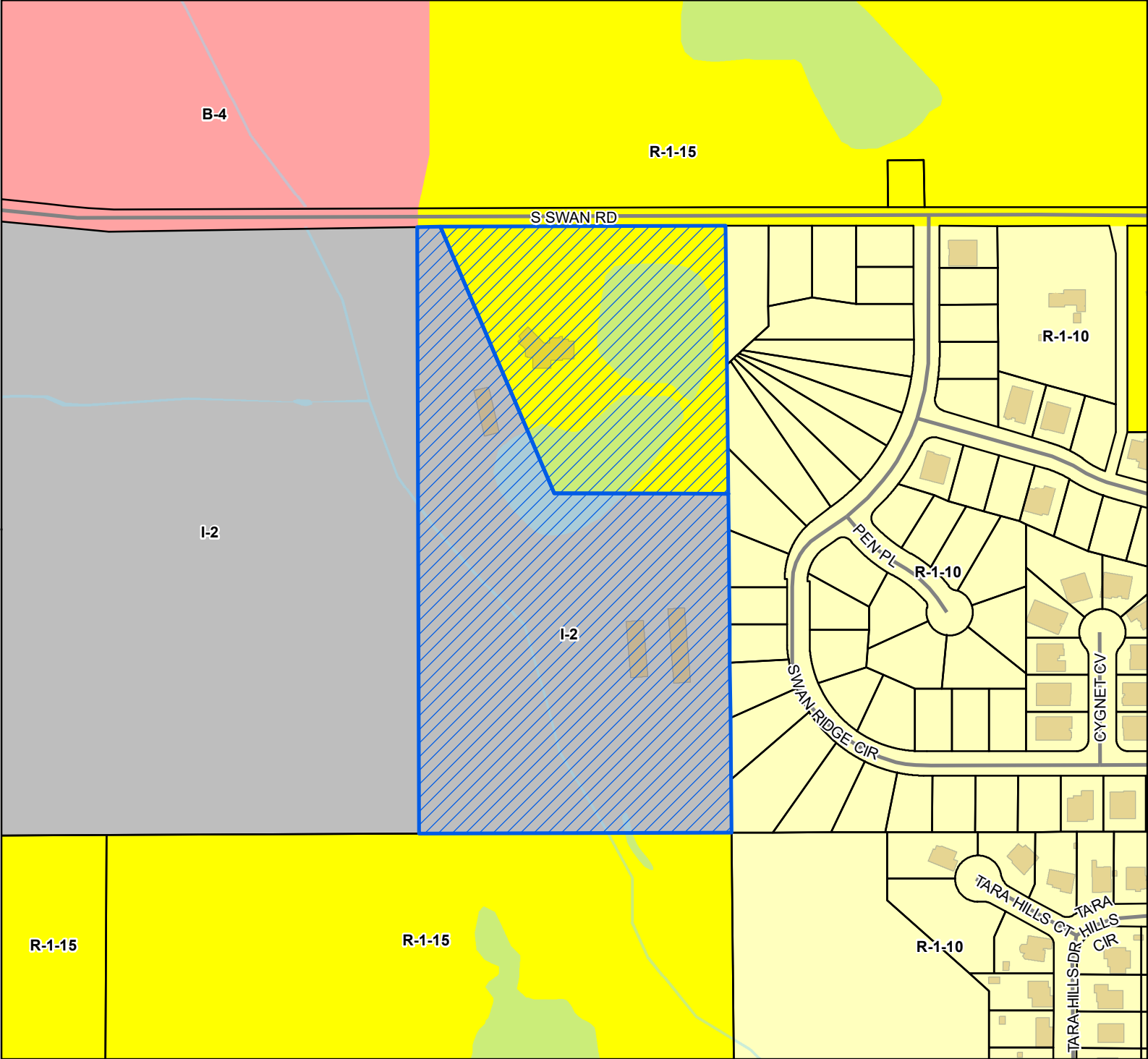
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department





Site

Street

Parcels

Buildings

Water Features

City Limit

Zoning

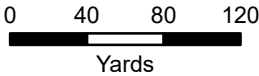
B-4 - Highway Business District

I-2 - Heavy Industry District

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

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

Site Information
0807E-01-001.000
0807E-01-001.001
Zoning: R-1-15 (Single Family)
I-2 (Heavy Industry)
Size: 21 acres
Flood: X



1 inch = 300 feet



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R#13082703

CASE NUMBER

2582 ZB013

AA 12/20/24

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
- ☐ Special Exception
- ☐ Variance

TAX PARCEL NUMBERS

0	8	0	7	E	-	0	1	-	0	0	1	.	0	0	0					-			-				.			
0	8	0	7	E	-	0	1	-	0	0	1	.	0	0	1					-			-				.			
					-				-			.								-			-				.			

Property Address:

15361 S. Swan Rd, Gulfport, MS 39503

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

General Description of Request: Install 6'6" fence across front of property. It will be brick columns with metal railing fence between columns. Will also have an arch at entrance with metal gate.

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:

Timothy J. Daigle
Printed Name of Owner
15361 S. Swan Rd.
Mailing Address
Gulfport MS 39503
City State Zip Code
228-216-8075
Home Phone Work/Cell Phone
timdaigle@yahoo.com
Email
Timothy Daigle
Signature of Owner

AGENT:

Self
Printed Name of Agent
Mailing Address
City State Zip Code
Home Phone Work/Cell Phone
Email
Signature of Agent

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

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

Name of Owner (PRINT) Jenee Daigle (wife)
Address (Street, City, State, Zip Code) 15361 S. Swan Rd., Gulfport, MS 39503
Phone (Home) _____ (Work) _____ (Cell) 228-216-8075
Tax Parcel Number(s) Owned: Same
Signature: Jenee Daigle

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: _____



COVENANT AFFIDAVIT

I, Timothy Daigle being property owner or agent of the property 15361 S. Swan Rd Gulfport, ms
PRINT NAME PRIMARY ADDRESS OR PARCEL 39503
which is the subject of this application, hereby state that this variance request is not in violation of any
restrictive or protective covenants.

Timothy Daigle
SIGNATURE

12/20/25
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Samuel Sweeting
NOTARY PUBLIC

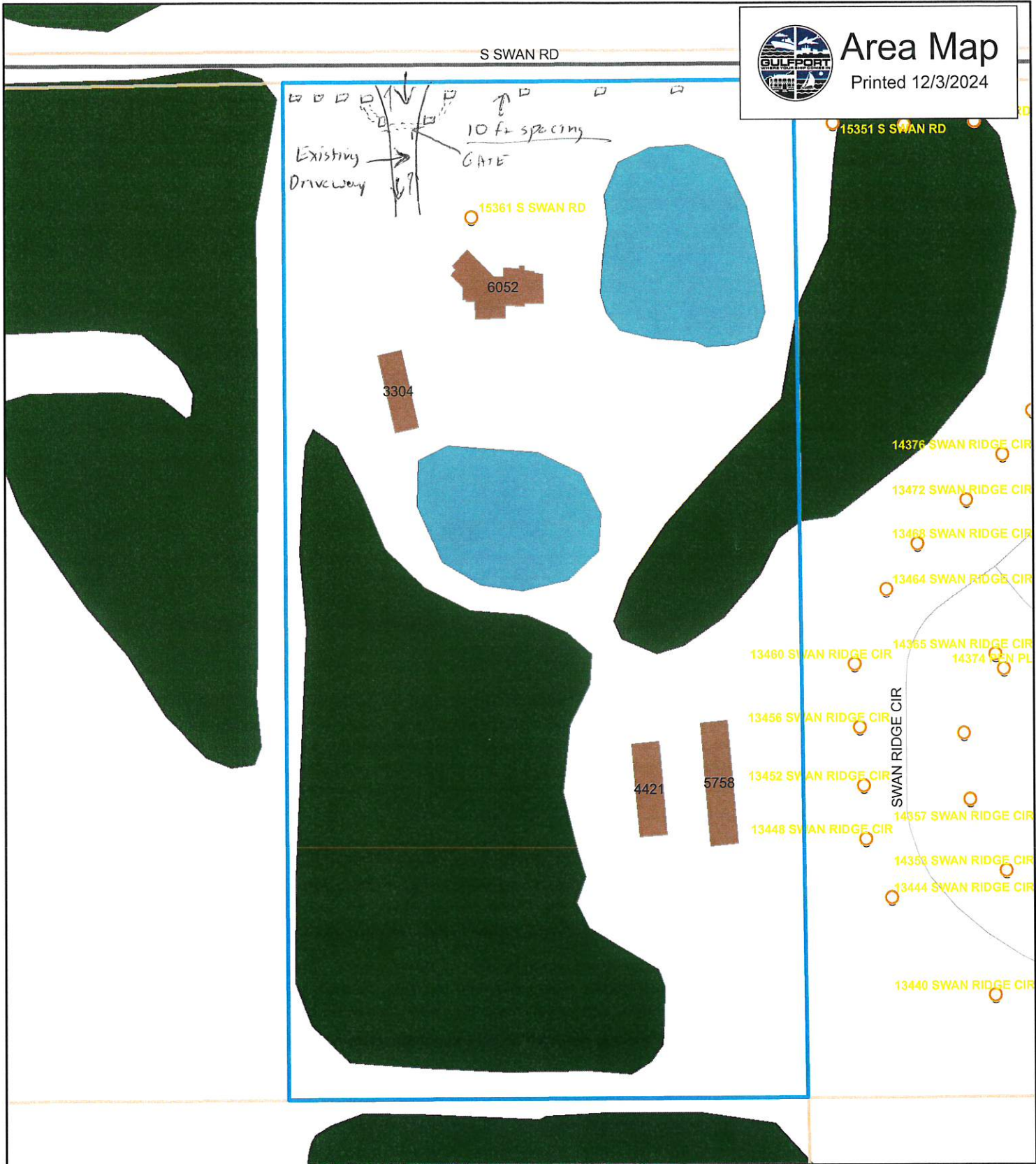
05/24/2027
COMMISSION EXPIRATION



Fence Variance Submissions

____ Please explain the nature of the project that requires the variance(s). When determining a variance to fence, wall, and hedge requirements, the zoning board shall consider the following, which must also be addressed by the applicant on a separate sheet of paper:

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies; *No adverse issues. Entryway will be wider than current opening*
2. Visual impact on adjacent properties, streets, alleyways, and water bodies; *- Only covers my property & will look nicer.*
3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood; *Same brick as house. Fence is black, red iron.*
4. Impact on ingress and egress, if applicable; *NO*
5. Screening, buffering or separation of any nuisance or hazardous feature: *NO*
6. Compatibility with adjacent properties; *Adjacent property is undeveloped.*



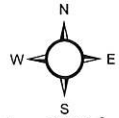
Initial and date here:

Planner: _____

Owner: *[Signature]*

Contractor: _____

12/20/25



1 inch = 167 feet

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**CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST**

OVERALL LEGAL DESCRIPTION PRIOR TO RESUBDIVISION
(DR 2016-5179-D-J1)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28,
Township 6 South, Range 11 West, City of Gulfport, First Judicial District of
Harrison County, Mississippi.

LESS AND EXCEPT

That part lying within South Swan Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it
be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in
the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD
83, MS East Zone, convergence angle -0.130449, scale factor 0.9999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H,
Revised: 6/16/09.

This is to CERTIFY that this plot or map and the
survey on which it is based were made by myself in
accordance with "The Standards of Practice for
Land Surveying in the State of Mississippi", and
that monuments shown exist as located and that
the dimensional and other data are correct to the
best of my knowledge and belief. This survey meets
the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



1st JUDICIAL DISTRICT
Instrument 2023-0000762-D-J1
Filed/Recorded 01/13/2023 3:29:01 PM
Total Fees 26.00
4 Pages Recorded

SHEET 1 OF 3 10925A

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelekg@aol.com

SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

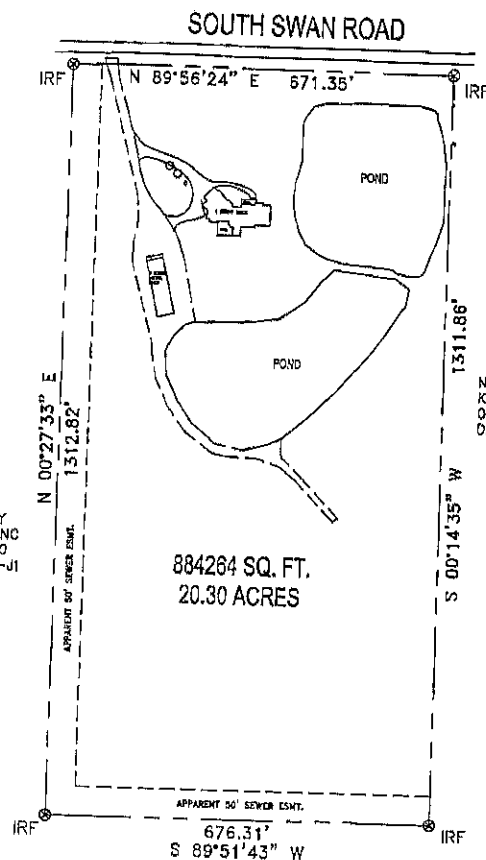
REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1



884264 SQ. FT.
20.30 ACRES

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

Building setbacks, required elevations, wetlands
determination, et cetera, to be prescribed by
appropriate governing bodies.

Re-subdivision of parcel subject to current subdivision
and zoning regulations. Consult appropriate planning and
zoning officials for complete information.

CERTIFICATE OF RESUBDIVISION RESUBDIVISION OF PARCEL

#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 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 February 8, 2022.

LEGAL DESCRIPTION CREATED BY RESUBDIVISION PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 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 February 8, 2022.

This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 385-3632 Teelokgd@aol.com

SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H, Revised: 6/16/09.

SOUTH SWAN ROAD

8" WATER

N: 361138.59
E: 901116.27

IRS

IRF

PARCEL "B"

286478 SQ. FT.
6.58 ACRES

PARCEL "A"
597787 SQ. FT.
13.72 ACRES

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NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

POINT OF BEGINNING
SOUTHEAST CORNER
S 1/2 NE 1/4 SW 1/4
SECTION 28, T 6 S, R 11 W
COMMENCING POINT

N: 359826.03
E: 901055.75

N: 359827.66
E: 901732.06

N: 360580.86
E: 901735.17

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

In accordance with Section 9-4B of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, It is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Parcel #0807E-01-001.000 of land in Section 28, Township 6 South, Range 11 West in the City of Gulfport into Parcels A and B, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at the South margin of South Swan Road. The ad valorem tax parcel number of the subject property is 0807E-01-001.000. The case file number is 1211K208

LEGAL DESCRIPTIONS OF
PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 3

LEGAL DESCRIPTIONS OF
PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 2 OF 3

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

Timothy James Daigle, Jr.
TIMOTHY JAMES DAIGLE, JR. - OWNER

Jenee Michelle Daigle
JENEE MICHELLE DAIGLE - OWNER

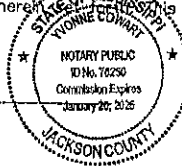
This 4th day of Oct, 2022.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned TIMOTHY JAMES DAIGLE AND JENEE MICHELLE DAIGLE, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein stated, this 4th day of October, 2022.

Yvonne Court
Notary Public

My Commission Expires: _____



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 17th day of November, 2022.

Keith Williams
Keith Williams, Chairman
Gulfport City Planning Commission

Gregory S. Holmes
Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the 20 day of December, 2022.

ATTEST: Brittany Rodgers
Brittany Rodgers, Clerk of Council

ADOPT: F.B. "Rusty" Walker, IV
F.B. "Rusty" Walker, IV, President
MYLES SMITH

Clerk of Council

President

This resubdivision plat and certificate of Resubdivision, having been submitted and approved by the Mayor, this 21 day of December, 2022.

Billy Hewes
Billy Hewes, Mayor



SHEET 3 OF 3 10925C

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13045 RIVERWALK CIRCLE, OBERVILLE, MS. 39540
PH. (228) 355-3532 T9a0rkyd@aol.com



Acknowledgement

I, TIMOTHY J. DAIGLE JR. being property owner of 15361 S SWAN RD.
PRINT NAME PRIMARY ADDRESS OR PARCEL

acknowledge the pre-existing detached accessory building with become non-conforming and will need to be renovated or removed within 6 months if no building permit has been approved.

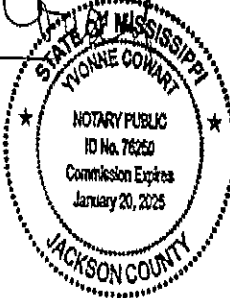
[Signature]
Signature

1-13-23
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this 13th day of JANUARY, 2023

[Signature]
Notary Public



01/20/25
Commission Expiration



J. Huber 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jenee Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common 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:

2

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

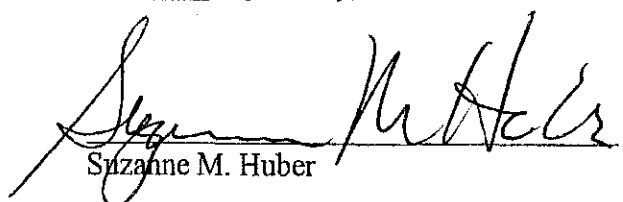
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

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

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS MY SIGNATURE, on this the 21ST day of July, 2016.

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

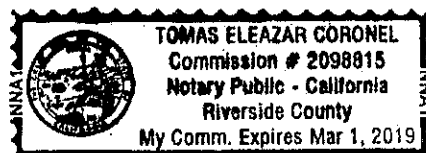

Suzanne M. Huber

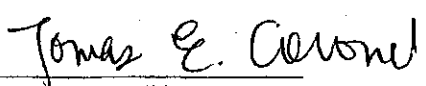
STATE OF CA
COUNTY OF RIVERSIDE

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Suzanne M. Huber, 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, this the 21ST day of July, 2016.

My Commission Expires: MARCH 1, 2019




NOTARY PUBLIC

State of California
County of Riverside } SS.
California All-Purpose Acknowledgment

On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared SUZANNE M. HUBER who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in the authorized capacity and that he executed the instrument on the date and in the presence of the person or persons whose names are subscribed to the foregoing acknowledgment.

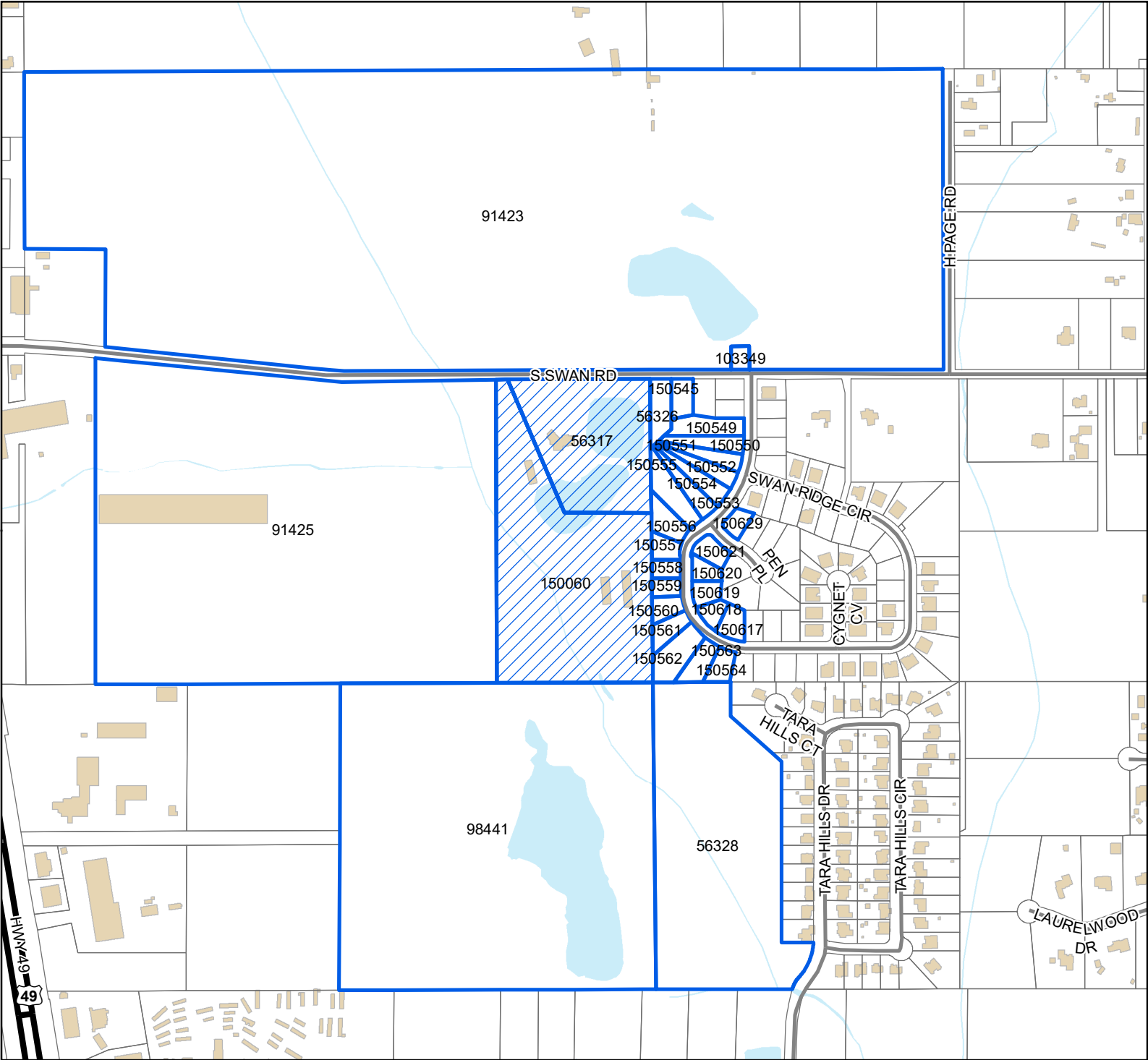
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Tomas E. Coronel - Notary Public

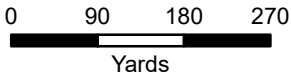
Notary Seal

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MICHELLE DAIGLE (OWNERS)	15361 S SWAN RD	GULFPORT	MS	39503
			Adjacent Property Owners (2502ZB013)				
N	150060	0807E-01-001.001	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
N	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL	C/O T L JAMES & CO INC	RUSTON	LA	712731260
N	91425	0807E-01-002.000	CBH PROPERTIES LLC	C/O KEITH HUBER CORP	GULFPORT	MS	39505
N	103349	0807C-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	91423	0807D-01-001.000	DAY DRUG CO INC	20 HANCOCK PLACE	GULFPORT	MS	39507
	56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503
	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
	56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150545	0807F-01-004.001	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150549	0807F-01-004.005	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150556	0807F-01-004.012	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150550	0807F-01-004.006	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150551	0807F-01-004.007	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150552	0807F-01-004.008	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150553	0807F-01-004.009	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150554	0807F-01-004.010	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150555	0807F-01-004.011	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150557	0807F-01-004.013	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150564	0807F-01-004.020	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150558	0807F-01-004.014	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150559	0807F-01-004.015	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150560	0807F-01-004.016	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150561	0807F-01-004.017	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150562	0807F-01-004.018	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150563	0807F-01-004.019	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150619	0807F-01-004.075	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150617	0807F-01-004.073	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150618	0807F-01-004.074	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150620						0
N	150621	0807F-01-004.077	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
N	150629	0807F-01-004.085	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503



Legend

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



1 inch = 600 feet



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



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM, Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.08-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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.

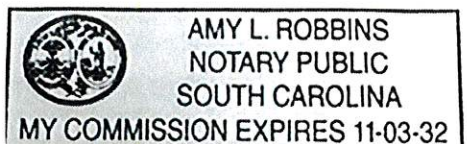
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

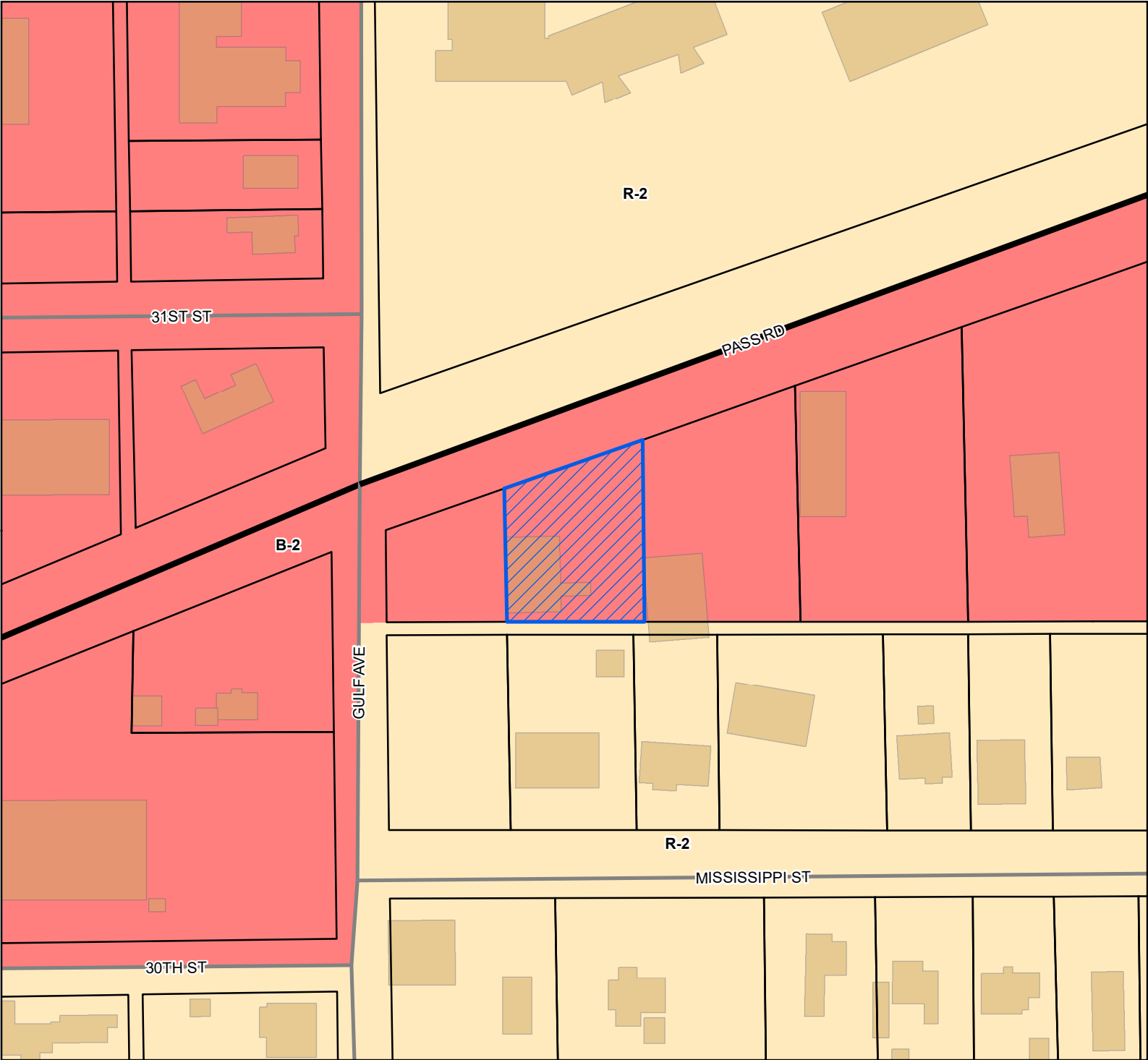
ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB028:

(Deferred to April Meeting by Applicant) Variance 2503ZB028, by owners Juan Ibarra and Angelica Robles, seeking approval for 17 parking spaces where 20 parking spaces are required, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3



Site

US or State Highway

Street

Parcels

Buildings

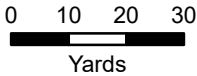
City Limit

Zoning

B-2 - General Business District

R-2 - Single Family Residence District (Medium Density)

Site Information
0910M-02-007.000
Zoning: B-2 (General business)
Size: 11334.05 sqft
Flood: X



1 inch = 100 feet



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

OWNER:

Juan Ibarra
 Printed Name of Owner
840 Commerce St
 Mailing Address
Gulfport MS 39507
 City State Zip Code
862-590-4690
 Home Phone Work/Cell Phone
ims2275@columbia.edu
 Email
[Signature]
 Signature of Owner

AGENT:

 Printed Name of Agent

 Mailing Address

 City State Zip Code

 Home Phone Work/Cell Phone

 Email

 Signature of Agent

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

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

Name of Owner (PRINT) Angelica Ruelas
 Address (Street, City, State, Zip Code) 840 Commerce St, Gulfport, MS 39509
 Phone (Home) 862-684-5358 (Work) _____ (Cell) _____
 Tax Parcel Number(s) Owned: 0910M-02-007.00
 Signature: [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: _____



COVENANT AFFIDAVIT

I, Juan Ibarra being property owner or agent of the property 727 Pass Rd
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

DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 24th day of January, 20 25

NOTARY PUBLIC

05/22/2027

COMMISSION EXPIRATION



Variance Request for 727 Pass Road, Gulfport, MS 39501

Parcel Number: 0910M-02-007.000

Proposed Use: Bar Establishment

Applicant Information:

Owner Names: Juan Ibarra & Angelica Robles

Address: 840 Commerce St, Gulfport, MS 39507

Contact Information:

Phone: (862) 596-4696

Email: kms2275@columbia.edu

The approximate customer service area is 900 sq ft.

Variance Request for 727 Pass Rd: Parking Reduction from 20 parking spots to 17 parking spots

1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The property at 727 Pass Rd has unique spatial constraints due to its irregular lot size and configuration, which limit the available area for parking. Additionally, the existing structure occupies a significant portion of the lot, leaving less space for parking compared to neighboring properties with larger or more uniform lot sizes. These conditions make it challenging to meet the full parking requirement of 20 spaces without compromising accessibility or functionality.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant.

The need for a parking variance arises from the pre-existing layout and dimensions of the property, which were established prior to the applicant's ownership or involvement. The building's placement and lot constraints were not caused by the applicant but are inherent to the property's original design and development.

3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution.

The irregular shape and limited size of the lot create an unnecessary hardship by making it physically impossible to provide 20 parking spaces without significant alterations to the property that would reduce its usability and economic viability. This hardship is specific to this property and is not commonly found in other properties within the district, which generally have more accommodating layouts. Amending the zoning ordinance would not address this unique situation without creating broader implications for zoning compliance.

4. Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance.

Enforcing the full parking requirement would deprive the applicant of the ability to operate the property as a bar, a use commonly enjoyed by other properties in the district. The inability to meet the parking requirements would hinder the applicant's ability to provide reasonable economic return and development comparable to similar businesses in the area, effectively penalizing the applicant for the property's inherent physical constraints.

5. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship.

The requested variance seeks to provide a parking solution that aligns with the practical limitations of the property while allowing it to be used in a manner consistent with neighboring businesses. The variance will not grant any special privilege but will instead ensure the property can operate similarly to others in the district. The reduction to 17 parking spaces is a reasonable accommodation that balances the property's constraints with the zoning ordinance's intent.

6. State whether the use proposed is permissible by right, with planning approval, or by special exception with respect to uses of land or structures.

The proposed use of the property as a bar is permissible within the zoning district, subject to planning approval. The variance request for reduced parking is necessary to meet the practical needs of the property while ensuring compliance with broader zoning objectives.

PASS RD

0910M-02-008.000

0910M-02-024.000

0910M-02-024.001

378

0910M-02-024.002

2401 727 PASS RD

0910M-02-007.000

0910M-02-006.000

2597

725 PASS RD





1st JUDICIAL DISTRICT
INSTRUMENT 2022-0028548-D-J1
FILED/RECORDED 11/23/2022 8:48:01 AM
TOTAL FEES \$28.00
3 PAGES RECORDED

Our File: B220969
Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

Index: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

DJT PROPERTIES OF MS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, SUCCESSOR BY NAME

CHANGE TO DJT PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

21 Chateau Magdeline, Kenner, LA 70065, 228-365-7421,

does hereby sell, convey and warrant unto

JUAN IBARRA AND ANGELICA ROBLES,

840 Commerce Street, Gulfport, MS 39507, 862-596-4696

as tenants by the entirety with full rights of survivorship and not as tenants in common,, 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:

See Attached Exhibit "A".

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.

Grantor herein does hereby sell convey and quitclaim to the Grantee the following described property, which is more particularly described as follows, to-wit:

Lots Eleven (11), Twelve (12), Thirteen (13) and the East 20 feet of Lot Fourteen (14), of the Extension of Phelps Subdivision, City of Gulfport, as per the official map or plat of said subdivision on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, MS.

910 m. 02-006-
000

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

THE ABOVE described property is no part of the Homestead of the Grantor herein.

IN WITNESS WHEREOF, DJT Properties of MS, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 21st day of November, 2022.

DJT Properties of MS, LLC, a Mississippi Limited Liability Company

BY: Todd J. Cantor
Todd J. Cantor, Manager and Sole Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Todd J. Cantor, who acknowledged that he is Manager and Sole Member of DJT Properties of MS, LLC, a Mississippi Limited Liability Company, and as its act and deed, he 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 21st day of November, 2022.

[Signature]
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

PARCEL I

Lots Eleven (11), Twelve (12), Thirteen (13) and the East 20 feet of Lot Fourteen (14), of PHELPS SUBDIVISION, being a subdivision of Block Two (2) of Manhattan Addition to the City of Gulfport, as per the official map or plat of said subdivision on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 46, (copy Book 6A at Pg. 574).

0910M-02-000.000

PARCEL II

The West Ten (10) feet of Lot Fourteen (14), all of Lots Fifteen (15), Sixteen (16), and Seventeen (17), PHELPS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 46 thereof, reference to which is hereby made in aid of and as a part of this description. LESS AND EXCEPT: That parcel of land deeded to AL CAVAGNARO as described in Land Deed Book 847 at Page 159.

0910M-02-007.000

PARCEL III

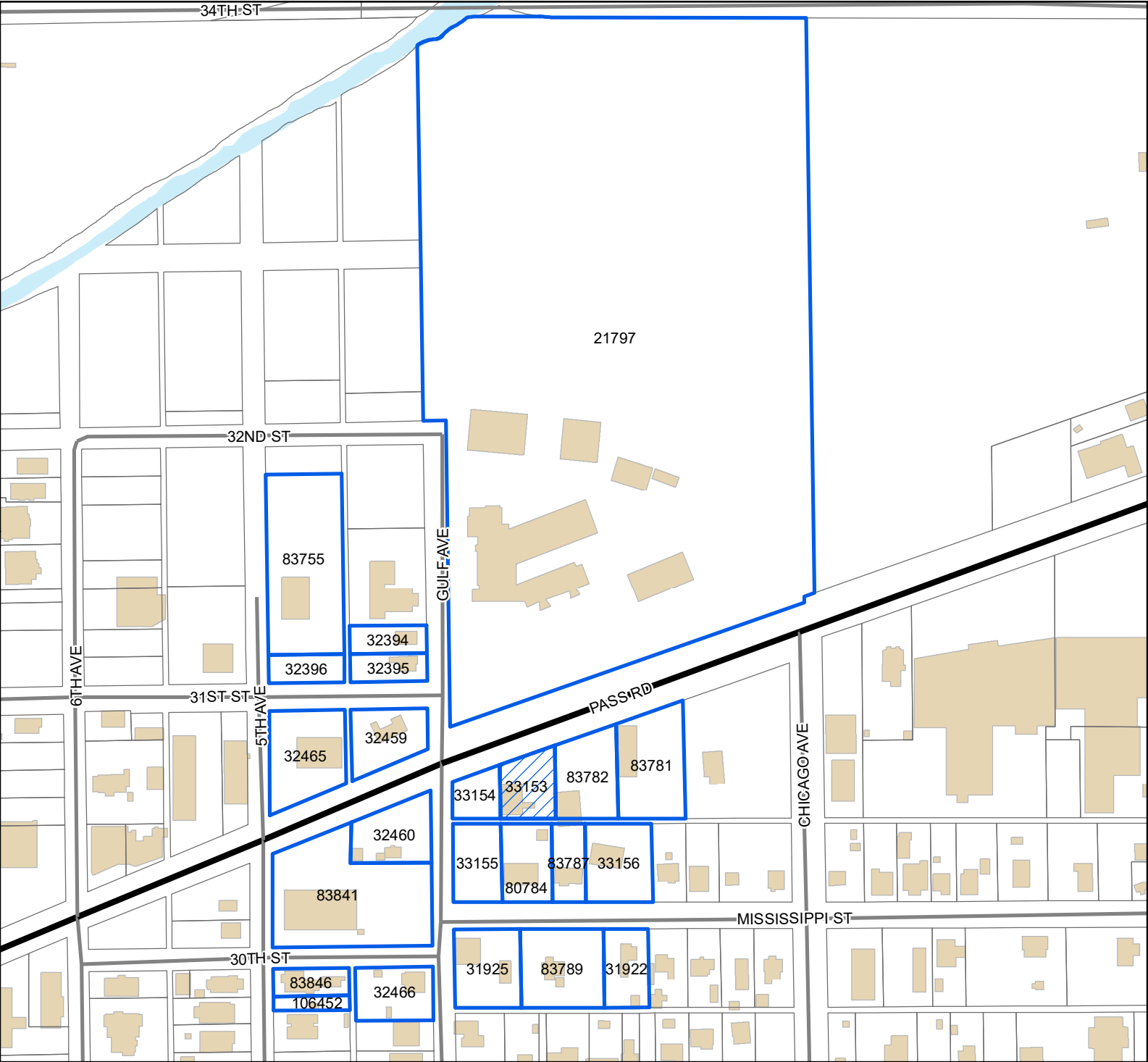
Lots Eighteen (18), Nineteen (19), and Twenty (20), PHELPS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 46 thereof, reference to which is hereby made in aid of and as a part of this description.

0910M-02-008.000

PARCEL IV

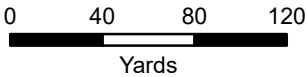
Lots 29, 30, 31 and 32 of PHELPS SUBDIVISION, to the City of Gulfport, Mississippi, as shown by the official map or plat of said Phelps Subdivision on file and of record in Plat Copy Book 6-A at page 574 of the Record of Plats of Harrison County, First Judicial District, Mississippi, together with all improvements situated thereon and all appurtenances in any wise appertaining thereto.

0910M-02-023.000



Legend

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



1 inch = 250 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83782	0910M-02-006.000	IBARRA JUAN & ROBLES ANGELICA (OWNER)	840 COMMERCE STREET	GULFPORT	MS	39507
			Adjacent Property Owners (2503ZB028)				
N	83782	0910M-02-006.000	IBARRA JUAN & ROBLES ANGELICA	840 COMMERCE STREET	GULFPORT	MS	39507
	33154	0910M-02-008.000	DJT PROPERTIES LLC	1200 BEACCH DR STE 1106	GULFPORT	MS	39507
N	33153	0910M-02-007.000	DJT PROPERTIES LLC	1200 BEACH DR STE 1106	GULFPORT	MS	39507
	21797	0910M-01-004.000	GULFPORT MUNICIPAL SEP SCH DIST	2010 15TH ST	GULFPORT	MS	4E+08
	32465	0910M-01-014.000	SLADE JEANNYE Z & LARRY	810 PASS RD	GULFPORT	MS	39501
	32396	0910M-01-015.000	D R WALKER INC	3108 5TH AVE	GULFPORT	MS	39501
N	83755	0910M-01-016.000	D R WALKER INC	3108 5TH AVE	GULFPORT	MS	39501
	83781	0910M-02-005.000	IBARRA-HERRERA JUAN GERARDO &	ANGELICA MARIA ROBLES RIVERA	GULFPORT	MS	39507
N	80784	0910M-02-024.001	GRIEBEL ALFRED GENE	724 MISS ST	GULFPORT	MS	39501
N	33155	0910M-02-024.000	GRIEBEL ALFRED GENE	724 MISSISSIPPI ST	GULFPORT	MS	39501
	83789	0910M-02-026.000	SULLIVAN CURTIS R -ESTATE-	729 MISSISSIPPI ST	GULFPORT	MS	39501
	106452	0910M-03-022.003	HAYNIE THELMA L -L/E-	2932 5TH AVE	GULFPORT	MS	39501
	32460	0910M-03-001.000	STRICKLAND TERRY & FAIRLEY REBECA N	4811 KENDALL AVE	GULFPORT	MS	39507
N	33156	0910M-02-023.000	DJT PROPERTIES LLC	1200 BEACH DR STE 1106	GULFPORT	MS	39507
	32395	0910M-01-012.000	KENNEDY JOHN C II & RUTHIE N	1815 22ND AVE	GULFPORT	MS	39501
	31922	0910M-02-027.000	LABAT MYRON B JR & CHERIE A	8218 RIDGEWOOD DR	KILN	MS	39556
	83846	0910M-03-023.000	ALDERMAN CHARLES L -ESTATE-	2932 5TH AVE	GULFPORT	MS	39501
	32394	0910M-01-011.000	GARNER JOSHUA ANDREW	12189 MCCANDISS DR	GULFPORT	MS	39503
	32459	0910M-01-013.000	VANIAK INC	P O BOX 6605	GULFPORT	MS	39506
	83787	0910M-02-024.002	GRIEBEL ALFRED G & SHEILA	724 MISSISSIPPI ST	GULFPORT	MS	39501
	31925	0910M-02-025.000	HERRERA JAUN G IBARRA ETAL	840 COMMERCE ST	GULFPORT	MS	39507
	32466	0910M-03-004.000	WALLACE JERRY D SR & CARMILLIA D	2931 GULF AVE	GULFPORT	MS	39503
	83841	0910M-03-003.000	STICE-HILL HOLDING LC	7650 OLD HAMMOND HWY	BATON ROUGE	LA	70809



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

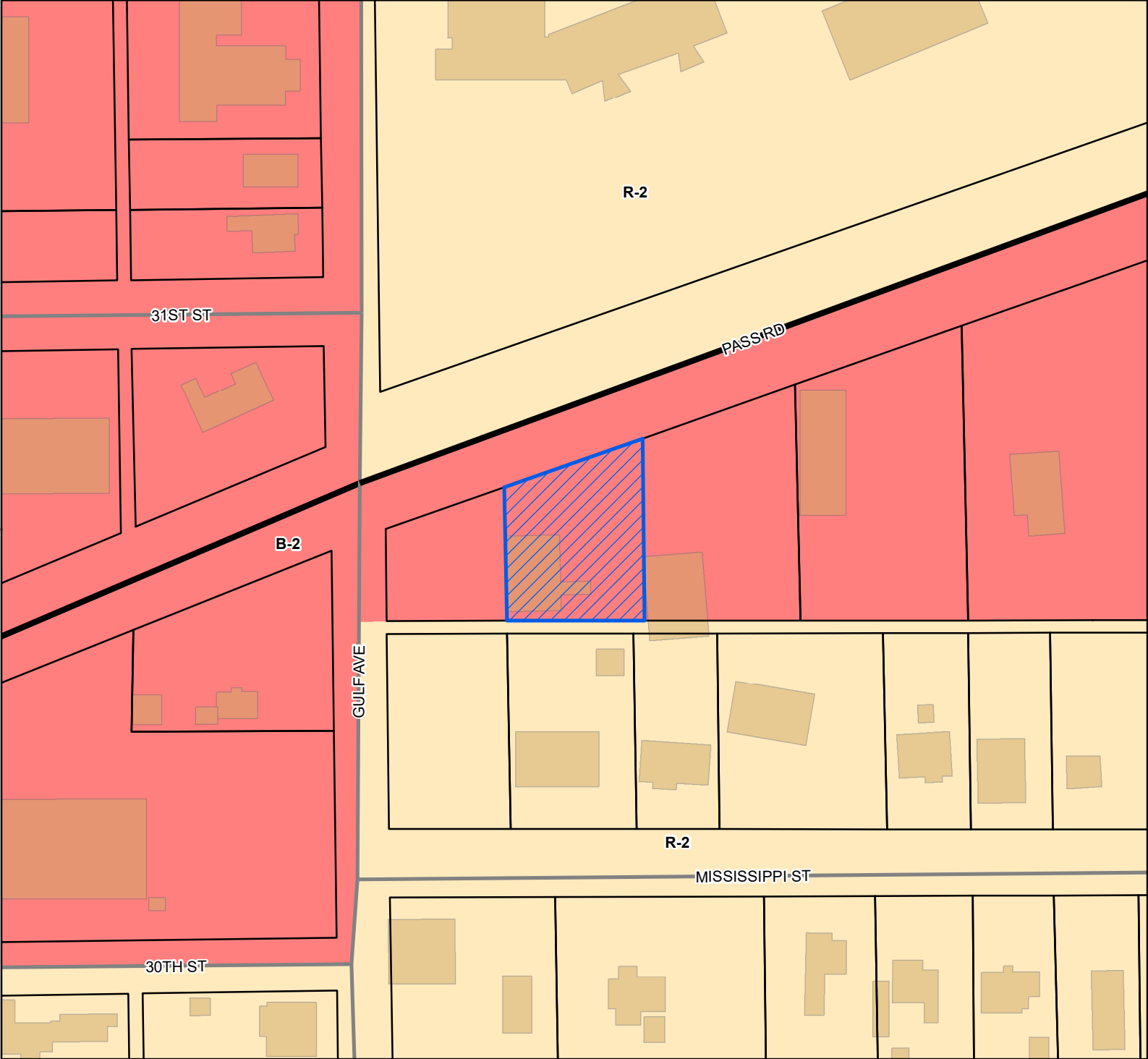
ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB029:

(Deferred to April Meeting by Applicant) Variance 2503ZB029, by owners Juan Ibarra and Angelica Robles, seeking approval for parking that backs out into city right-of-way, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3



Site

US or State Highway

Street

Parcels

Buildings

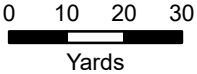
City Limit

Zoning

B-2 - General Business District

R-2 - Single Family Residence District (Medium Density)

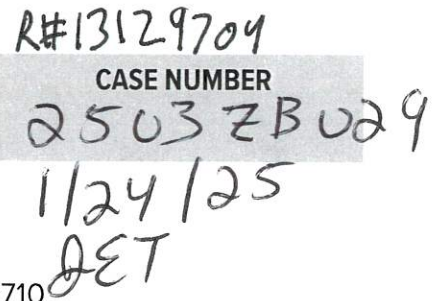
Site Information
0910M-02-007.000
Zoning: B-2 (General business)
Size: 11334.05 sqft
Flood: X



1 inch = 100 feet



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ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

☐ Appeal of Planning Administrator

☐ Excessive Height

☐ Fence Variance

☒ Special Exception

☒ Variance

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					-			-				.			
					-			-				.			

727 Pass Rd, Gulfport, MS 39501
Lot(s) 15, 16, 17 Block(s) Subdivision Phelps

General Description of Request: backing up into city right of way

Page 1 of 10

OWNER:

Juan Ibarra
 Printed Name of Owner
840 Commerce St
 Mailing Address
Gulfport MS 39507
 City State Zip Code
862-596-4696
 Home Phone Work/Cell Phone
Kms 2275 @columbia.edu
 Email
[Signature]
 Signature of Owner

AGENT:

 Printed Name of Agent

 Mailing Address

 City State Zip Code

 Home Phone Work/Cell Phone

 Email

 Signature of Agent

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

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

Name of Owner (PRINT) Angelica Robles
 Address (Street, City, State, Zip Code) 840 Commerce St Gulfport, MS
 Phone (Home) 862-684-5358 (Work) _____ (Cell) 39507
 Tax Parcel Number(s) Owned: 0910M-02-007.000
 Signature: [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: _____



COVENANT AFFIDAVIT

I, Juan Ibarra being property owner or agent of the property 727 Pass Rd
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature]
SIGNATURE

1-24-2025
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 24th day of January, 20 25

[Signature]
NOTARY PUBLIC

05/22/2027
COMMISSION EXPIRATION



Variance Request for 727 Pass Road, Gulfport, MS 39501
Parcel Number: 0910M-02-007.000

Applicant Information:

Owner Names: Juan Ibarra & Angelica Robles
Address: 840 Commerce St, Gulfport, MS 39507
Contact Information:
Phone: (862) 596-4696
Email: kms2275@columbia.edu

Variance Request for 727 Pass Rd for Backing up into city right of way

1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The property at 727 Pass Rd has unique topographical and structural constraints that differentiate it from neighboring properties. Specifically, the location's proximity to the city right-of-way, combined with limited lot depth and existing infrastructure placement, restricts feasible options for compliance with zoning ordinances. The property's layout predates modern zoning regulations, leaving the current structure and access points unable to conform without significant, costly modifications that are not required of neighboring properties with more accommodating layouts.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant.

The need for this variance arises from conditions inherent to the property that existed prior to the applicant's ownership. The building was constructed decades ago under different regulatory requirements, and its proximity to the city right-of-way has been a long-standing feature. The applicant did not create the structural limitations or lot constraints but is seeking a variance to responsibly utilize the property within its existing conditions.

3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution.

The narrow depth and specific configuration of the lot create an unnecessary hardship that is unique to this property. The physical layout makes it impractical to comply with current zoning ordinances without rendering the property unusable for its intended purpose. The hardship is not commonly found on other properties in the district, which generally have more favorable configurations. Amending the zoning ordinance would not address this particular hardship without creating unintended consequences for the broader zoning plan.

4. Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance.

Strict enforcement of the zoning ordinance would deprive the applicant of the ability to use the property for reasonable economic return and development comparable to neighboring properties. Other properties in the district enjoy similar uses and activities, yet the constraints on this particular property prevent similar utilization without a variance. Denying the variance would unfairly limit the applicant's ability to operate within the scope of uses generally expected in the district.

5. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship.

The granting of this variance will not provide the applicant with any special privilege. Instead, it will enable the property to be used in a manner consistent with other properties in the district. The request merely seeks to address the unique challenges posed by the property's physical constraints, allowing it to function similarly to neighboring properties without creating any competitive or regulatory advantage.

6. State whether the use proposed is permissible by right, with planning approval, or by special exception with respect to uses of land or structures.

The proposed use of the property falls within the permissible uses for this zoning district, subject to the granting of a variance. With planning approval, the property can operate in a manner consistent with zoning requirements, provided that reasonable accommodations are made for the unique conditions present at this site.

PASS RD

0910M-02-008.000

0910M-02-024.000

0910M-02-024.001

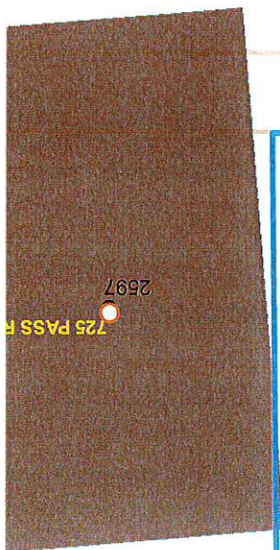
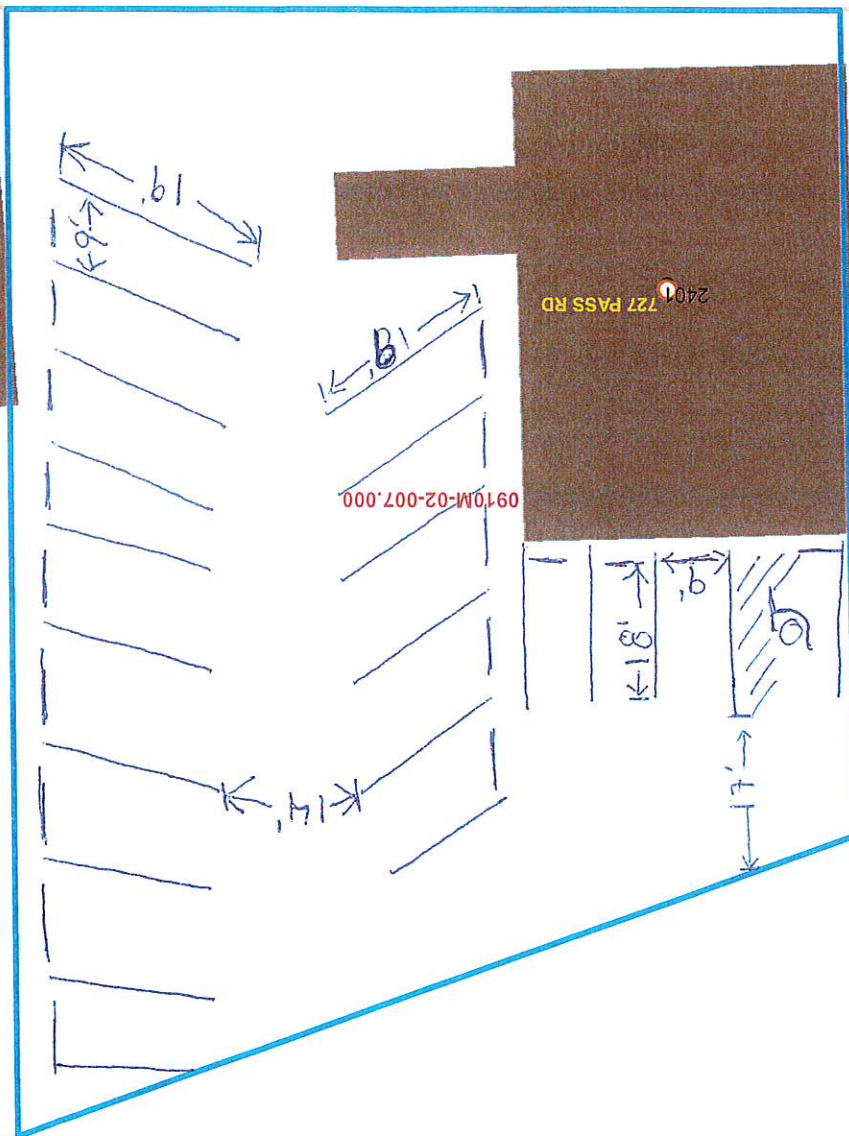
0910M-02-024.002

376

2401 727 PASS RD

0910M-02-007.000

0910M-02-006.000





1st JUDICIAL DISTRICT
INSTRUMENT 2022-0028548-D-J1
FILED/RECORDED 11/23/2022 8:46:01 AM
TOTAL FEES \$26.00
3 PAGES RECORDED

Our File: B220969
Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

Index: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

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CHANGE TO DJT PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

21 Chateau Magdeline, Kenner, LA 70065, 228-365-7421,

does hereby sell, convey and warrant unto

JUAN IBARRA AND ANGELICA ROBLES,

840 Commerce Street, Gulfport, MS 39507, 862-596-4696

as tenants by the entirety with full rights of survivorship and not as tenants in common,, 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:

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Lots Eleven (11), Twelve (12), Thirteen (13) and the East 20 feet of Lot Fourteen (14), of the Extension of Phelps Subdivision, City of Gulfport, as per the official map or plat of said subdivision on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, MS.

8910 m. 02-006-
000

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

THE ABOVE described property is no part of the Homestead of the Grantor herein.

IN WITNESS WHEREOF, DJT Properties of MS, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 21st day of November, 2022.

DJT Properties of MS, LLC, a Mississippi Limited Liability Company

BY: Todd J. Cantor
Todd J. Cantor, Manager and Sole Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Todd J. Cantor, who acknowledged that he is Manager and Sole Member of DJT Properties of MS, LLC, a Mississippi Limited Liability Company, and as its act and deed, he 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 21st day of November, 2022.

[Signature]
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

PARCEL I

Lots Eleven (11), Twelve (12), Thirteen (13) and the East 20 feet of Lot Fourteen (14), of PHELPS SUBDIVISION, being a subdivision of Block Two (2) of Manhattan Addition to the City of Gulfport, as per the official map or plat of said subdivision on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 46, (copy Book 6A at Pg. 574).

0910M-02-006.000

PARCEL II

The West Ten (10) feet of Lot Fourteen (14), all of Lots Fifteen (15), Sixteen (16), and Seventeen (17), PHELPS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 46 thereof, reference to which is hereby made in aid of and as a part of this description. LESS AND EXCEPT: That parcel of land deeded to AL CAVAGNARO as described in Land Deed Book 847 at Page 159.

0910M-02-007.000

PARCEL III

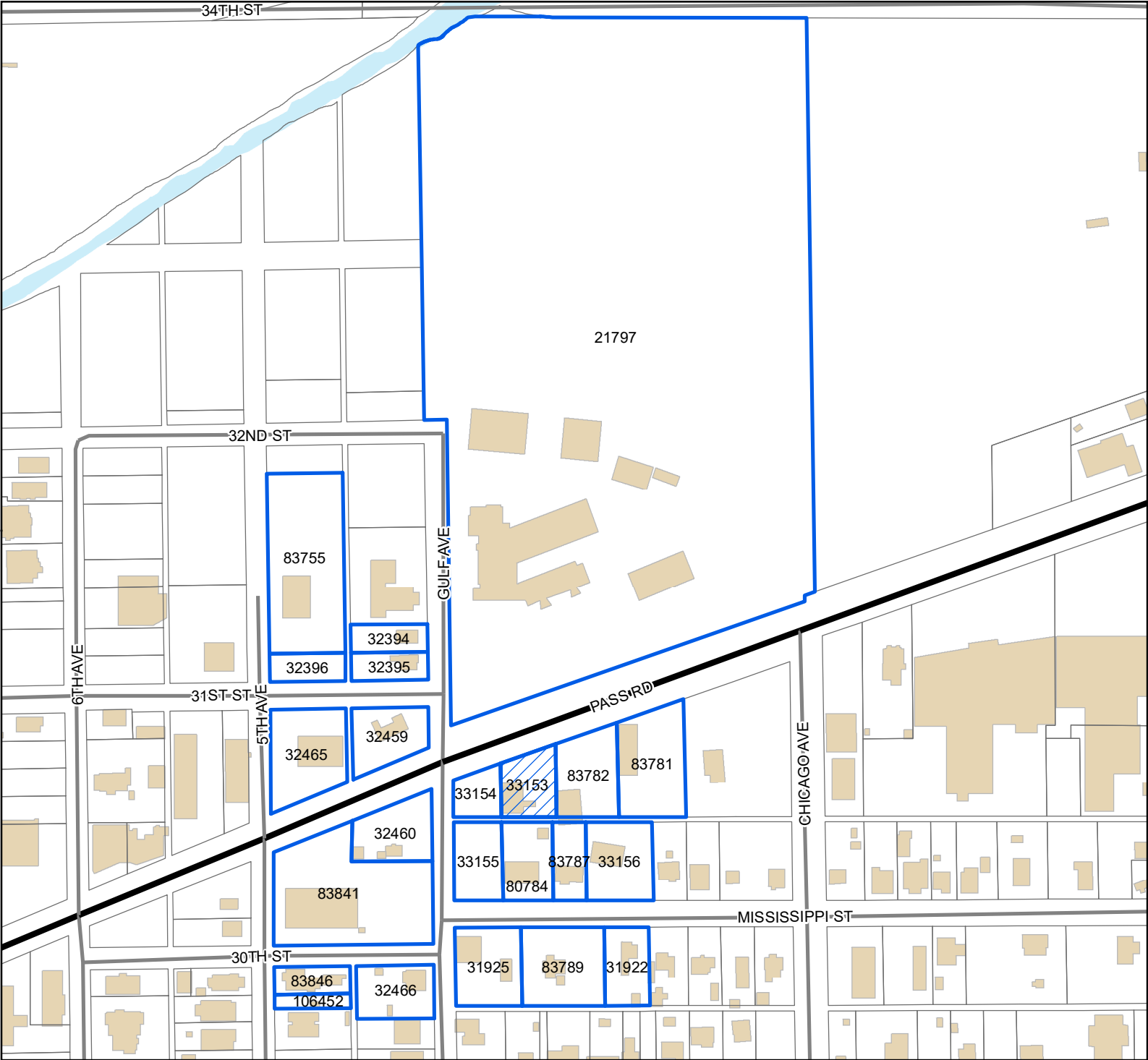
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0910M-02-008.000

PARCEL IV

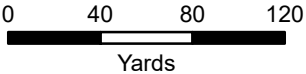
Lots 29, 30, 31 and 32 of PHELPS SUBDIVISION, to the City of Gulfport, Mississippi, as shown by the official map or plat of said Phelps Subdivision on file and of record in Plat Copy Book 6-A at page 574 of the Record of Plats of Harrison County, First Judicial District, Mississippi, together with all improvements situated thereon and all appurtenances in any wise appertaining thereto.

0910M-02-023.000



Legend

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



1 inch = 250 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83782	0910M-02-006.000	IBARRA JUAN & ROBLES ANGELICA	840 COMMERCE STREET	GULFPORT	MS	39507
			Adjacent Property Owners (2503ZB029)				
N	83782	0910M-02-006.000	IBARRA JUAN & ROBLES ANGELICA	840 COMMERCE STREET	GULFPORT	MS	39507
	33154	0910M-02-008.000	DJT PROPERTIES LLC	1200 BEACCH DR STE 1106	GULFPORT	MS	39507
N	33153	0910M-02-007.000	DJT PROPERTIES LLC	1200 BEACH DR STE 1106	GULFPORT	MS	39507
	21797	0910M-01-004.000	GULFPORT MUNICIPAL SEP SCH DIST	2010 15TH ST	GULFPORT	MS	4E+08
	32465	0910M-01-014.000	SLADE JEANNYE Z & LARRY	810 PASS RD	GULFPORT	MS	39501
	32396	0910M-01-015.000	D R WALKER INC	3108 5TH AVE	GULFPORT	MS	39501
N	83755	0910M-01-016.000	D R WALKER INC	3108 5TH AVE	GULFPORT	MS	39501
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	31922	0910M-02-027.000	LABAT MYRON B JR & CHERIE A	8218 RIDGEWOOD DR	KILN	MS	39556
	83846	0910M-03-023.000	ALDERMAN CHARLES L -ESTATE-	2932 5TH AVE	GULFPORT	MS	39501
	32394	0910M-01-011.000	GARNER JOSHUA ANDREW	12189 MCCANDISS DR	GULFPORT	MS	39503
	32459	0910M-01-013.000	VANIAK INC	P O BOX 6605	GULFPORT	MS	39506
	83787	0910M-02-024.002	GRIEBEL ALFRED G & SHEILA	724 MISSISSIPPI ST	GULFPORT	MS	39501
	31925	0910M-02-025.000	HERRERA JAUN G IBARRA ETAL	840 COMMERCE ST	GULFPORT	MS	39507
	32466	0910M-03-004.000	WALLACE JERRY D SR & CARMILLIA D	2931 GULF AVE	GULFPORT	MS	39503
	83841	0910M-03-003.000	STICE-HILL HOLDING LC	7650 OLD HAMMOND HWY	BATON ROUGE	LA	70809



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

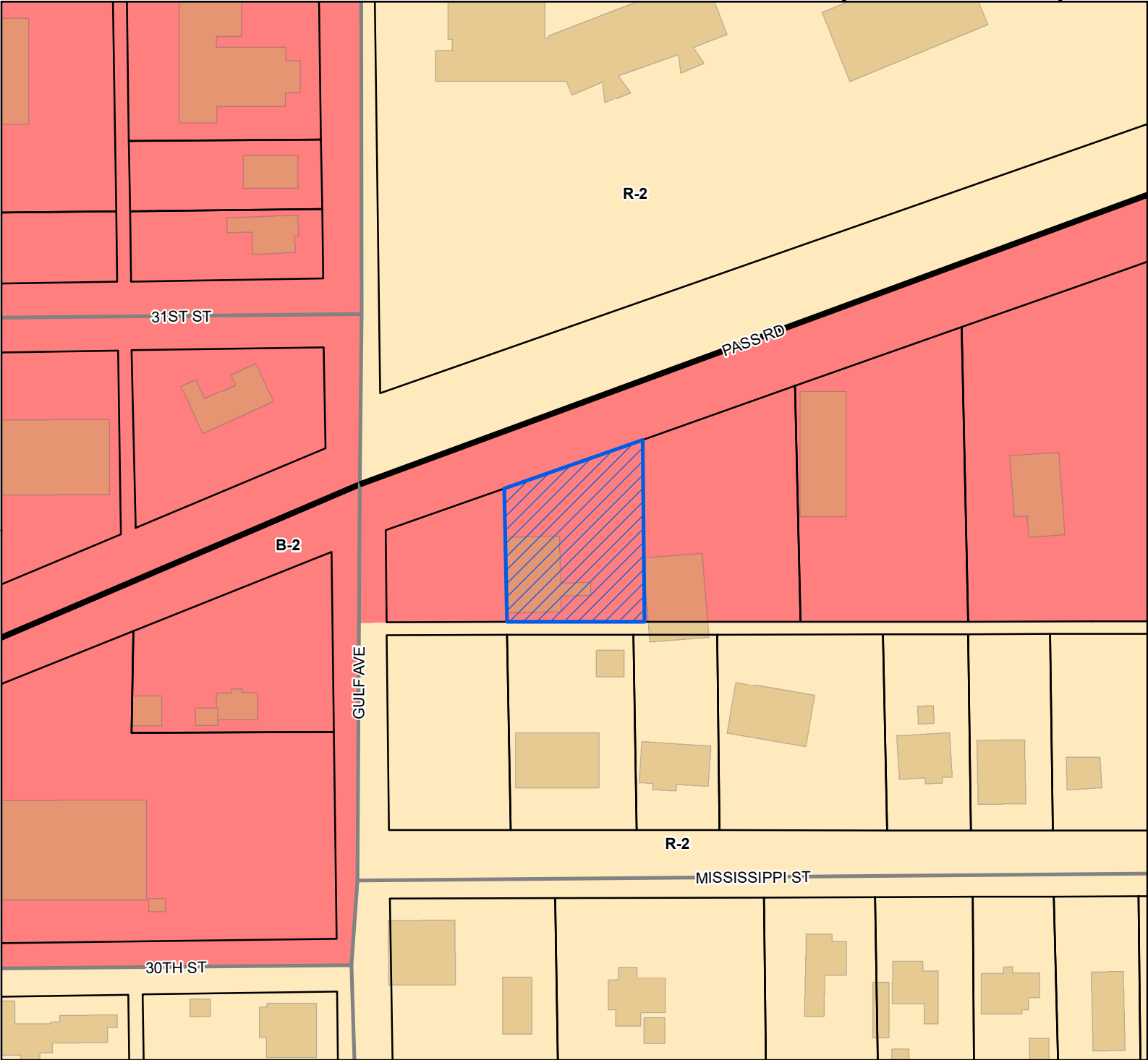
Hearing Date: Thursday, March 20, 2025

Special Exception 2503SE030:

(Deferred to April Meeting by Applicant) Special Exception 2503SE030, by owners Juan Ibarra and Angelical Robles, seeking approval for a bar use, Tax Parcel 0910M-02-007.000, 727 Pass Road, Zoned B-2 (General Business), Ward 3

2503SE030

Special Exception



Site

US or State Highway

Street

Parcels

Buildings

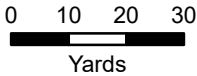
City Limit

Zoning

B-2 - General Business District

R-2 - Single Family Residence District (Medium Density)

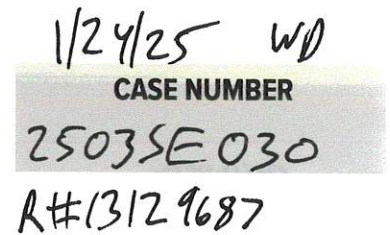
Site Information
0910M-02-007.000
Zoning: B-2 (General business)
Size: 11334.05 sqft
Flood: X



1 inch = 100 feet



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kms2275@columbia.edu

OWNER:

Juan Ibarra
Printed Name of Owner
840 Commerce Street
Mailing Address
Gulfport MS 39507
City State Zip Code
(802) 596-4696
Home Phone Work/Cell Phone
(802) 684-5358 kms2275@columbia.edu
Email
Signature of Owner

AGENT:

Printed Name of Agent
Mailing Address
City State Zip Code
Home Phone Work/Cell Phone
Email
Signature of Agent

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

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

Name of Owner (PRINT) Angelica Robles
Address (Street, City, State, Zip Code) 840 Commerce St, Gulfport, MS 39507
Phone (Home) 802-596-4696 (Work) (Cell)
Tax Parcel Number(s) Owned: 09 10 M- 02-007.000
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:



COVENANT AFFIDAVIT

I, Juan Ibarra being property owner or agent of the property 727 Pass Rd
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application, hereby state that this variance request is not in violation of any
restrictive or protective covenants.

[Signature]
SIGNATURE

1-24-2025
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 24th day of January, 2025

[Signature]
NOTARY PUBLIC

05/22/2027
COMMISSION EXPIRATION



To Whom It May Concern:

We are Juan Ibarra and Angelica Robles, and we are establishing a bar at 727 Pass Road, Gulfport, MS 39501. We hereby state that we are not infringing on the distance requirement for a free-standing lounge.


SIGNATURE

1-17-2025
DATE


SIGNATURE

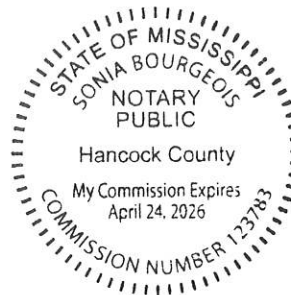
1-17-2025
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 17th day of January, 20 25


NOTARY PUBLIC

04/24/2026
COMMISSION EXPIRATION



Special Exemption Request for 727 Pass Road, Gulfport, MS 39501

Parcel Number: 0910M-02-007.000

Proposed Use: Bar Establishment

Applicant Information:

Owner Names: Juan Ibarra & Angelica Robles

Address: 840 Commerce St, Gulfport, MS 39507

Contact Information:

Phone: (862) 596-4696

Email: kms2275@columbia.edu

*estimated customer service
area is approximately
900 sq. ft.*

Statement Regarding the Proposed Bar at 727 Pass Road

Ingress and Egress

The proposed bar at 727 Pass Road has been designed with careful attention to automotive and pedestrian safety. Ingress and egress points are strategically located to ensure smooth traffic flow, with designated entrances and exits to minimize congestion and avoid disruptions to adjacent roadways. The layout prioritizes convenience while maintaining accessibility for emergency vehicles in case of fire or other catastrophes. Adequate lighting will be installed to enhance visibility and promote safety for both vehicles and pedestrians.

Off-Street Parking and Loading Areas

The property includes sufficient off-street parking to accommodate patrons, ensuring that nearby roadways remain free of obstruction. Dedicated loading areas are provided to minimize interference with traffic flow during deliveries. Noise, glare, and odor have been mitigated through strategic placement of these facilities, minimizing impact on neighboring properties and ensuring compliance with district standards.

Refuse and Service Areas

Refuse and service areas are located at the rear of the property, screened to minimize visibility and mitigate any potential odor. Regular waste removal schedules will prevent accumulation, ensuring cleanliness and reducing impact on surrounding properties. These areas are positioned to ensure safe and efficient access for service vehicles without disrupting traffic or pedestrian activity.

Utilities

The property is serviced by existing utilities, with infrastructure sufficient to meet the needs of the proposed bar. Connections will be made in a manner that ensures compatibility with existing systems, minimizing any disruptions to service for neighboring properties.

Screening and Buffering

Appropriate screening and buffering, including landscaping and fencing, will be utilized to separate the property from adjacent properties. These measures are designed to enhance privacy, reduce noise transmission, and maintain the aesthetic character of the area. The type and

dimensions of screening will be consistent with local ordinances and compatible with neighboring properties.

Signs and Exterior Lighting

Proposed signage will be minimal, with designs that ensure visibility without creating unnecessary glare or distractions for drivers. Exterior lighting will be installed to enhance security and visibility while being carefully positioned to avoid spillover into adjacent properties. The overall design will harmonize with the district's aesthetic, ensuring economic and visual compatibility.

Required Yards and Open Space

The property includes required yards and open spaces that adhere to district regulations. These spaces contribute to the overall aesthetic and functionality of the property while providing an additional buffer between the bar and neighboring properties.

General Compatibility

The proposed bar aligns with the character of the district, complementing nearby commercial properties while maintaining compatibility with adjacent residential areas. Noise and activity levels will be managed to ensure minimal disruption, and all structures and facilities are designed to blend harmoniously with the surrounding area.

Overview of Why the Special Exception Will Be in Harmony with the General Purpose and Intent of the Zoning Ordinance

The special exception for the proposed bar at 727 Pass Road is consistent with the general purpose and intent of the Zoning Ordinance, which aims to encourage appropriate development that fosters economic growth while preserving the character and livability of the district. This proposal enhances the vibrancy of the area by providing a commercial establishment that serves local patrons while maintaining sensitivity to surrounding properties. The design and operations of the bar will promote safe, convenient access and minimize any adverse impacts, ensuring that the use of the property will blend harmoniously with the established zoning goals. Additionally, the proposal supports the economic and social needs of the community without compromising the quality of life for nearby residents.

Conclusion

The proposed bar at 727 Pass Road has been thoughtfully planned to ensure it integrates seamlessly into the district. With careful consideration of traffic flow, parking, noise, and compatibility with neighboring properties, this establishment will not only meet but exceed the requirements for safety, convenience, and harmony within the area. It is our belief that the addition of this bar will serve as an asset to the community, offering a welcoming space while maintaining respect for the surrounding environment and its residents.

Special Exemption Request for 727 Pass Road, Gulfport, MS 39501
Parcel Number: 0910M-02-007.000
Proposed Use: Bar Establishment

Applicant Information:

Owner Names: Juan Ibarra & Angelica Robles
Address: 840 Commerce St, Gulfport, MS 39507
Contact Information:
Phone: (862) 596-4696
Email: kms2275@columbia.edu

Statement Regarding the Proposed Bar at 727 Pass Road

Transportation and Access

The proposed bar at 727 Pass Road has been designed with careful attention to transportation and access considerations. The ingress and egress points are strategically located to ensure safe and efficient vehicle flow, minimizing disruption to the surrounding traffic patterns. The property includes designated pedestrian pathways, clearly marked for safety, and lighting to ensure visibility during evening hours. The layout of the property promotes safe access for emergency vehicles in the event of fire or other catastrophic situations, meeting all necessary fire codes and emergency response guidelines. Overall, the design prioritizes convenient access while maintaining traffic safety in line with local ordinances.

Water Supply and Waste Disposal

The proposed bar will be connected to the existing municipal water supply and waste disposal systems. Water usage has been estimated based on typical commercial operations, ensuring adequate supply for both regular service and any potential emergency needs. Waste disposal will be handled through the current municipal waste system, with appropriate facilities on-site for refuse and recycling. Measures will be taken to ensure waste management does not adversely affect the surrounding area, maintaining cleanliness and minimizing odor or other environmental impacts.

Fire, Police Protection, and Other Public Facilities

The property is within the service areas for local fire and police departments, ensuring swift response times in case of emergency. The bar will comply with all fire safety regulations, including the installation of necessary fire suppression systems, exits, and signage. In addition, the building will be equipped with appropriate security systems to maintain safety during business hours and to deter any unlawful activity. The proposed establishment will not place undue strain on local public services, as it is designed to integrate smoothly into the existing infrastructure without requiring significant additional resources.

Traffic and Hazard Considerations

Careful consideration has been given to ensuring the proposed bar does not cause undue traffic congestion or create a traffic hazard. Parking areas are designed to accommodate the expected volume of patrons without impacting nearby roadways or creating congestion on adjacent streets.

Traffic flow patterns are designed to keep vehicles moving efficiently, with clear signage and appropriate turning lanes to facilitate safe entry and exit. Moreover, the site plan has been reviewed to ensure that access points do not disrupt existing traffic patterns, and appropriate adjustments have been made to maintain pedestrian and vehicular safety.

Harmony with the Orderly Development of the District

The proposed bar aligns with the district's zoning intent, contributing positively to the area's development while maintaining compatibility with neighboring properties. The design emphasizes the safety and convenience of the public, ensuring that the establishment operates smoothly without impeding traffic, placing undue pressure on public services, or disrupting the overall harmony of the district. The property will be developed with respect for the surrounding commercial and residential spaces, adhering to all zoning regulations to ensure that its operation fits well within the orderly and appropriate development of the area.

Conclusion

The proposed bar at 727 Pass Road has been thoughtfully designed with careful attention to transportation, access, public utilities, safety, and compatibility with the surrounding district. It is our belief that this establishment will serve as an asset to the community, supporting local businesses and contributing to the district's economic and social vibrancy, all while minimizing any potential disruptions to traffic, public services, and the quality of life for nearby residents.

PASS RD

0910M-02-008.000

0910M-02-024.000

0910M-02-024.001

378

0910M-02-024.002

2401 727 PASS RD

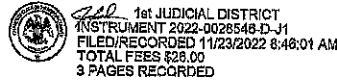
0910M-02-007.000

0910M-02-006.000



2597

725 PASS RD



Our File: B220969
Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

Index: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

DJT PROPERTIES OF MS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, SUCCESSOR BY NAME

CHANGE TO DJT PROPERTIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

21 Chateau Magdeline, Kenner, LA 70065, 228-365-7421,

does hereby sell, convey and warrant unto

JUAN IBARRA AND ANGELICA ROBLES,

840 Commerce Street, Gulfport, MS 39507, 862-596-4696

as tenants by the entirety with full rights of survivorship and not as tenants in common,, 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:

See Attached Exhibit "A".

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.

Grantor herein does hereby sell convey and quitclaim to the Grantee the following described property, which is more particularly described as follows, to-wit:

Lots Eleven (11), Twelve (12), Thirteen (13) and the East 20 feet of Lot Fourteen (14), of the Extension of Phelps Subdivision, City of Gulfport, as per the official map or plat of said subdivision on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, MS.

910 m. 02-006-
000

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantees herein.

THE ABOVE described property is no part of the Homestead of the Grantor herein.

IN WITNESS WHEREOF, DJT Properties of MS, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 21st day of November, 2022.

DJT Properties of MS, LLC, a Mississippi Limited Liability Company

BY: Todd J. Cantor
Todd J. Cantor, Manager and Sole Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Todd J. Cantor, who acknowledged that he is Manager and Sole Member of DJT Properties of MS, LLC, a Mississippi Limited Liability Company, and as its act and deed, he 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 21st day of November, 2022.

[Signature]
NOTARY PUBLIC

My Commission Expires:

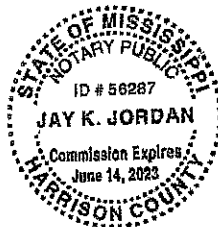


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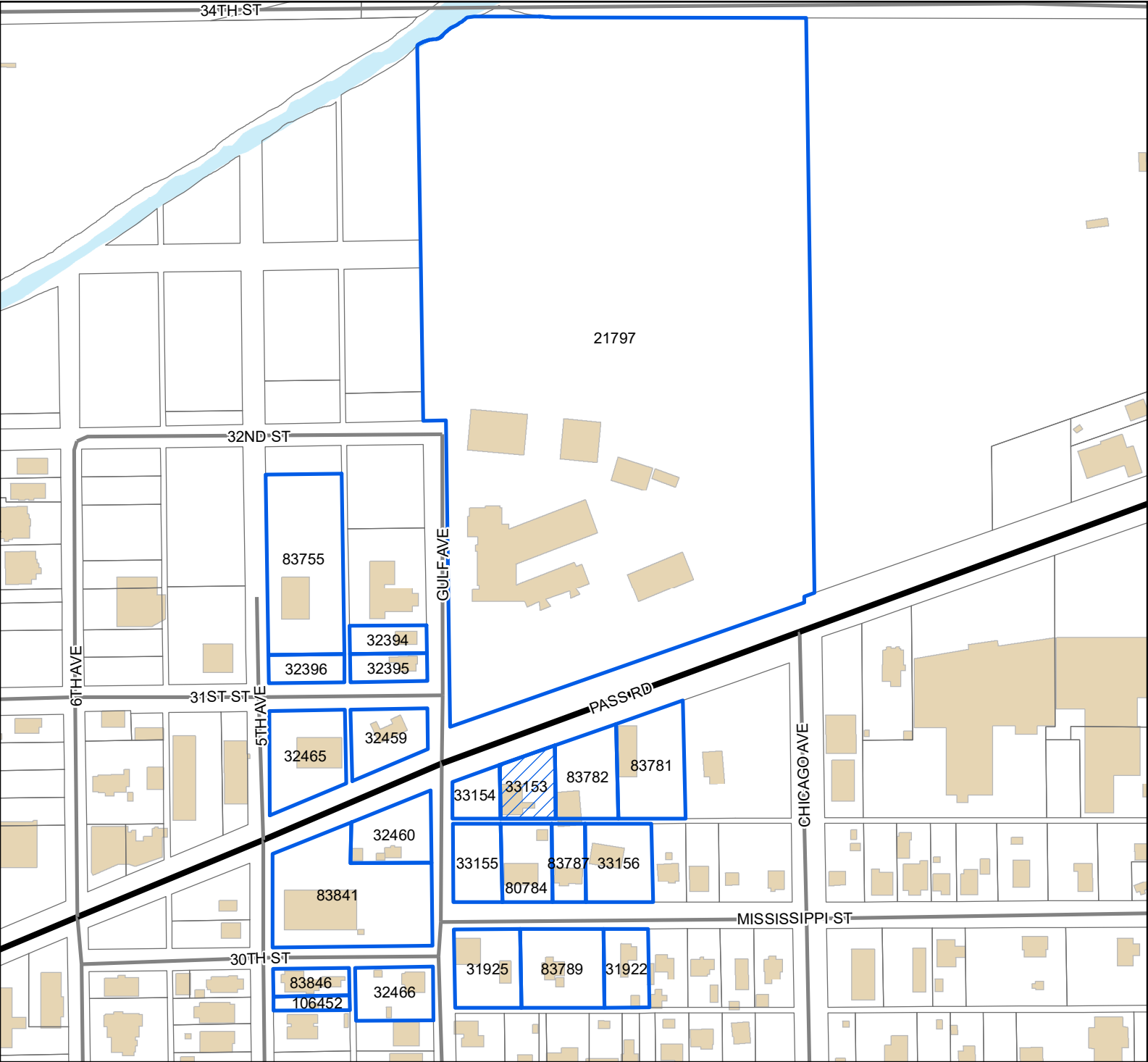
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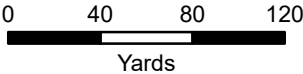
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0910M-02-023.000



Legend

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



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	32395	0910M-01-012.000	KENNEDY JOHN C II & RUTHIE N	1815 22ND AVE	GULFPORT	MS	39501
	31922	0910M-02-027.000	LABAT MYRON B JR & CHERIE A	8218 RIDGEWOOD DR	KILN	MS	39556
	83846	0910M-03-023.000	ALDERMAN CHARLES L -ESTATE-	2932 5TH AVE	GULFPORT	MS	39501
	32394	0910M-01-011.000	GARNER JOSHUA ANDREW	12189 MCCANDISS DR	GULFPORT	MS	39503
	32459	0910M-01-013.000	VANIAK INC	P O BOX 6605	GULFPORT	MS	39506
	83787	0910M-02-024.002	GRIEBEL ALFRED G & SHEILA	724 MISSISSIPPI ST	GULFPORT	MS	39501
	31925	0910M-02-025.000	HERRERA JAUN G IBARRA ETAL	840 COMMERCE ST	GULFPORT	MS	39507
	32466	0910M-03-004.000	WALLACE JERRY D SR & CARMILLIA D	2931 GULF AVE	GULFPORT	MS	39503
	83841	0910M-03-003.000	STICE-HILL HOLDING LC	7650 OLD HAMMOND HWY	BATON ROUGE	LA	70809



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB031: Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB031

Hearing Date: March 20, 2025

Current Zoning/Use: R-2 / Vacant Lot

Legal: Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant is seeking approval for a 10-foot front-yard setback where 25 feet is required for an R-2 zoning district, for the construction of a single-family home on a shallow lot.

- (a) The applicant claims that the special conditions particular to the land result from the distance between the public street and the Bernard Bayou inlet, reducing the amount of buildable space on the property. While the applicant's note regarding the distance between the public street and the inlet is of concern, the Planning division bases its setback measurements off of the property lines and not the public right of ways. The applicant has noted on their provided site plan that the 10-foot front setback will leave 18 feet between the rear of the proposed house and the edge of the inlet. According to property information provided by Harrison County, for approximately 213 feet along the western property line the beforementioned inlet encroaches into the property an estimated 26 feet from the western property line.
- (b) The applicant notes that the special conditions resulting from the inlet do not result from the applicant's actions stating that the inlet is naturally occurring. The applicant also states "the Mississippi Bureau of Marine Resources indicates that approximately 15 feet of the rear property line has eroded over the last seventy years." Claims regarding erosion rate and erosion control are outside the jurisdiction of the Planning Division. Regarding the special conditions mentioned, as they are considered naturally occurring, they would not be caused by the applicant's actions.
- (c) The applicant notes that the required 25 foot would not allow for construction of a structure compatible to those already existing due to the shallow depth of the property. The applicant also claims that other properties in this district are not affected by this specific inlet of Bernard Bayou. Upon reviewing the subject site, it does narrow from the northern property line from approximately 95 feet to approximately 55 feet at the southern property line. Added with the inlet encroaching up to roughly 26 feet, further reducing the amount of space to build on the site. Regarding the claim regarding other properties not being affected by the inlet in this manner, based on a site visit conducted by staff, staff noted that none of the other properties within this subdivision have inlets, or bodies of water encroaching into their property lines.
- (d) The applicant states "other properties in this district are not delineated by this inlet of Bernard Bayou, near in parallel to the public street, creating a uniquely shallow property depth and the 15 feet of erosion that has occurred." While the applicant does not directly address the question, the unique situation caused by the inlet encroaching into the property would make constructing a structure unlikely while meeting the required 25-foot setback. While a text amendment reducing the required front setback would allow relief from this issue, an approved variance would be more site specific and appropriate in comparison.
- (e) The applicant states "the requested variance is extraordinary and unique to this property. It is required in order to use the property in a manner as nearly equivalent to uses generally permitted in the district." Upon staff review, this property is the only property within the Glendale subdivision that has a sizeable percentage of its property being covered by a waterway. Staff did note that on the recorded plat that this lot was noted as being reserved for a boat launch into the channel that was never constructed.
- (f) This property is zoned R-2, and a single-family home is allowed by right.

Technical Report

VARIANCE

EXECUTIVE SUMMARY

The applicant is seeking approval for a front setback of 10 feet where 25 feet is required for an R-2 zoning district in order to construct a single-family home. The parcel for the proposed single-family home narrows from the northern property line from approximately 95 feet to approximately 55 feet at the southern property line and contains an inlet that encroaches into the property up approximately 26 along the western property line, reducing the amount of buildable space. The applicant notes that the inlet is naturally occurring and caused by erosion, stating "the Mississippi Bureau of Marine Resources indicates that approximately 15 feet of the rear property line has eroded over the last seventy years." Claims regarding erosion rate and erosion control are not within the jurisdiction of the Planning Division. Staff noted via a site visit to the neighboring area that none of the other properties within the Glendale subdivision face this issue, as no other property within the plated subdivision contains an inlet encroaching not their property. While staff noticed that the original plat had this lot set aside for a boat launch that was never constructed, the zoning does also allow for the proposed single-family home use by right. A denial of this variance would prevent the construction of the single-family home as proposed.

Any approval should consider these conditions:

1. Approval allows for a 10-foot front yard setback where zoning district regulations require 25 feet.
2. Must comply with all current Building Codes and City of Gulfport Ordinances.
3. All protected trees are to remain and be protected per Chapter 8 of the City Ordinance.

DEPARTMENTAL CONDITIONS

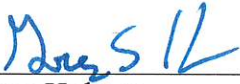
<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	All protected trees are to remain and be protected per Chapter 8 of the City Ordinance. Memo dated 2/25/25.
<u>Landscape Manager:</u>	No conditions. Memo dated 2/27/25.

Technical Report

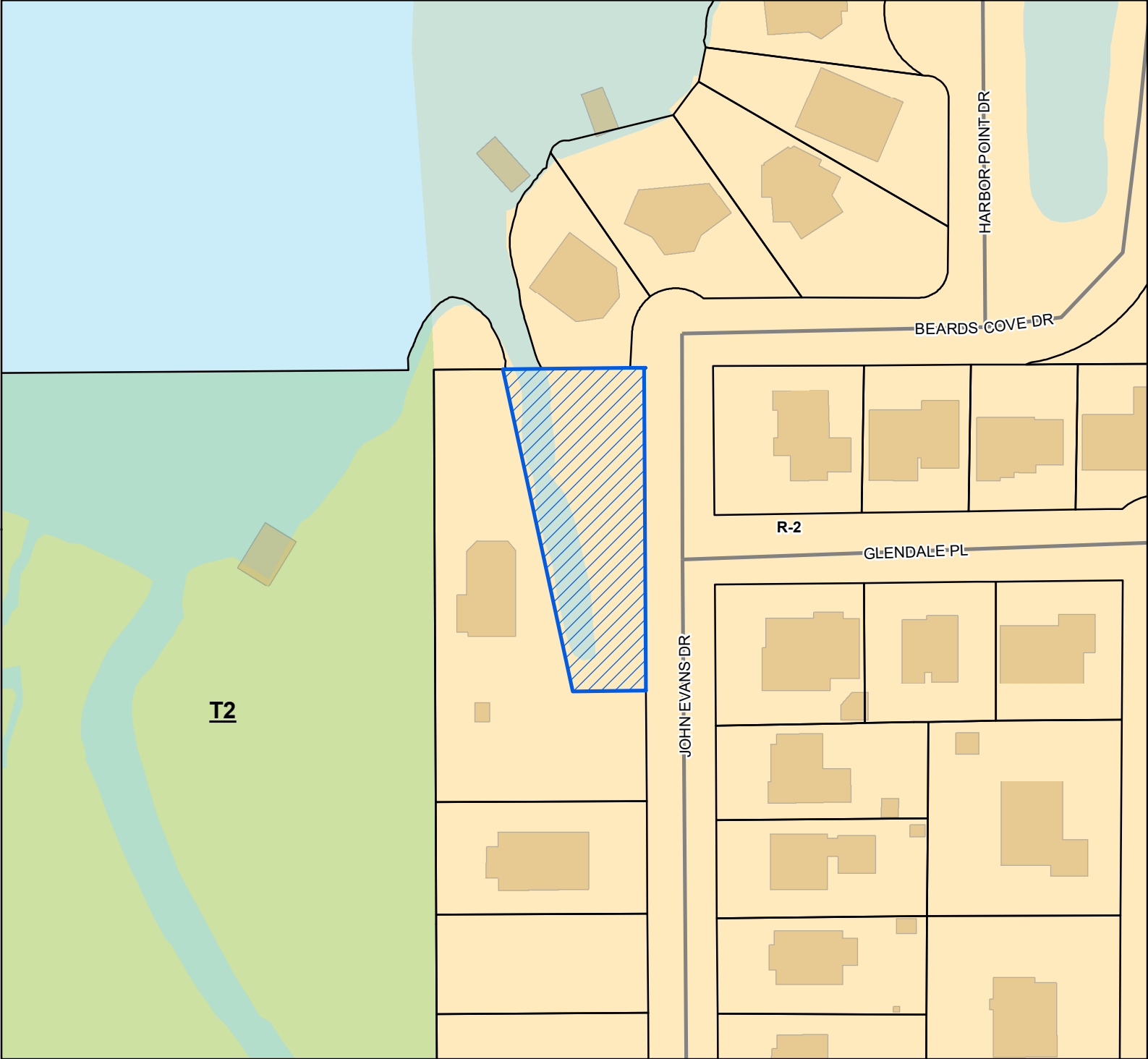
VARIANCE

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Legend

- Site
- Street
- Parcels
- Buildings
- Water Features
- City Limit

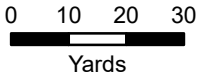
Smart Code

- T2

Zoning

- R-2 - Single Family
- Residence District (Medium Density)

Site Information
1010B-03-001.002
Zoning: R-2 (Single Family)
Size: 17927.5 sqft
Flood: AE



1 inch = 100 feet



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



430/28

2803 ZB031

BC

R#13136732

Page 1 of 10

OWNER:

James William Carney
 Printed Name of Owner
32 Woodstone Drive
 Mailing Address
Hattiesburg, ms 39402
 City State Zip Code
 Home Phone Work/Cell Phone
601-543-5500
 Email
bill.carney@cypress
 Signature of Owner outdoor.com

AGENT:

John H Ruble
 Printed Name of Agent
24 Poplar Circle
 Mailing Address
Gr. ms 39507
 City State Zip Code
228 292 9524
 Home Phone Work/Cell Phone
 Email
johnhruble61@gmail.com
 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) James William Carney 39402
 Address (Street, City, State, Zip Code) 32 Woodstone Drive Hattiesburg, ms
 Phone (Home) _____ (Work) _____ (Cell) _____
 Tax Parcel Number(s) Owned: 161013-03-001.002
 Signature: [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: _____



DESIGNATION OF AGENT

I, J. William Carney being property owner of 16108 - 03 - 001.002
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize John H. Lusk 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 petition.

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

SIGNATURE

DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 27th day of January, 20 25

NOTARY PUBLIC

COMMISSION EXPIRATION





COVENANT AFFIDAVIT

I, John H. [Signature] being property owner or agent of the property 10108-03-001.002
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] 1-28-25
SIGNATURE DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 27th day of January, 20 25

[Signature]
NOTARY PUBLIC

05/22/2027
COMMISSION EXPIRATION



VARIANCE SUBMISSIONS

1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

Distance from the public street to Bernard Bayou inlet makes this land peculiar to any other in the district.

2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant.

This is a natural occurring inlet of Bernard Bayou and an existing public street. The Mississippi Bureau of Marine Resources has indicated that approximately fifteen (15) feet of the rear property line has eroded over the last 70+ years. The neighborhood was developed in the 1960s.

3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution.

Given the shallow depth of this property, a front setback of twenty-five (25) feet does not allow for construction of any structure compatible to those existing in this district; whereas a front setback of ten (10) feet does. Other properties in this district are not affected by this specific and unique inlet of Bernard Bayou.

4. Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance.

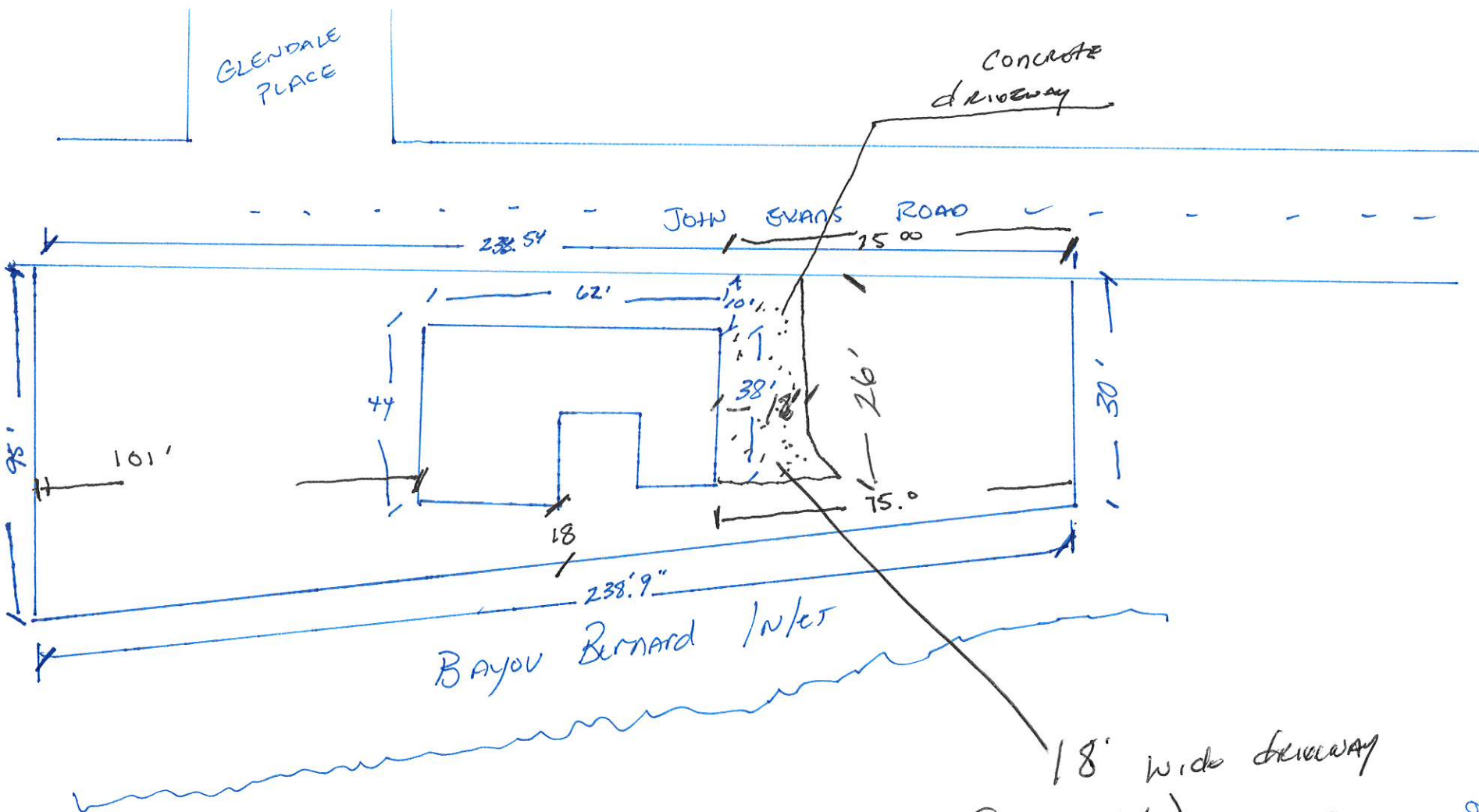
Other property lines in this district are not delineated by this inlet of Bernard Bayou, nearly in parallel to the public street, creating a uniquely shallow property depth and the fifteen (15) feet of erosion that has occurred.

5. Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or building in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship.

The requested variance is extraordinary and unique to this property. It is required in order to use the property in a manner as nearly equivalent to uses generally permitted in the district.

6. State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.

The use proposed is permissible with planning approval.



18' wide driveway
(18' x 26')

TAX Parcel #: 10103-03-001.002
OWNER: James William Carney
#32 Wuesthine Drive
Hamersburg, ms 39402
(601) 543-5500



- Addresspoints
- ▭ Parcels

Initial and date here:

Planner: _____

Owner: _____

Contractor: _____



1 inch = 61 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.

Tax Parcel #: 1010B-03-001.002)

This Document Prepared by: Cheryl Betina Price)

Cheryl Betina Price, 115 Terrace Ave, Pass)

Christian, MS 39571, USA, (228) 669-7481)

After Recording Return to:)

Cheryl Betina Price, 115 Terrace Ave, Pass)

Christian, MS 39571, USA, (228) 669-7481)



Angela Hulse 1st JUDICIAL DISTRICT
Instrument 2025-0001053-D-11
Filed/Recorded 01/24/2025 10:48:01 AM
Total Fees 36.00
5 Pages Recorded

Above this line reserved for official use only

Quitclaim Deed

This Deed, made this 11th day of January, 2025;

BETWEEN Cheryl Betina Price, not married, of 115 Terrace Ave, Pass Christian, MS 39571, USA, (the "Grantor"), for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, and James William Carney, not married, of 32 Woodstone Dr, Hattiesburg, MS 39402, USA, (the "Grantee").

601-543-5500

The Grantor does hereby remise and release, as well as quitclaims, unto the Grantee as the sole tenant, and the Grantee's heirs and assigns all of the following lands and property, together with all improvements located thereon in the County of Harrison, State of Mississippi:

Lot (48), Glendale Place Subdivision, Plat Book 36 at Page 49.

Subject to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD the property unto the Grantee and the Grantee's heirs and assigns forever, with all appurtenances belonging on the property.

Taxes for tax year 2024 will be paid by the Grantor.

The property conveyed in this deed is not part of the homestead of the Grantor.

IN WITNESS WHEREOF the Grantor has executed this Quitclaim Deed on the day and year first above written.

Signed in the presence of:

Teresa Rahaim

Witness signature

Teresa Rahaim

Witness name

Cheryl Betina Price

Cheryl Betina Price

Cheryl Betina Price

Grantor Acknowledgement

STATE OF MISSISSIPPI

COUNTY OF HARRISON

On this 17 day of JAN., 2025, the foregoing instrument was acknowledged before me, a notary public in and for the State of Mississippi, by Cheryl Betina Price, to be a free and voluntary act of the Grantor with all requisite lawful authority.

Witness my hand and official seal.

 (SEAL)
Notary Public for the State of Mississippi

County of HARRISON

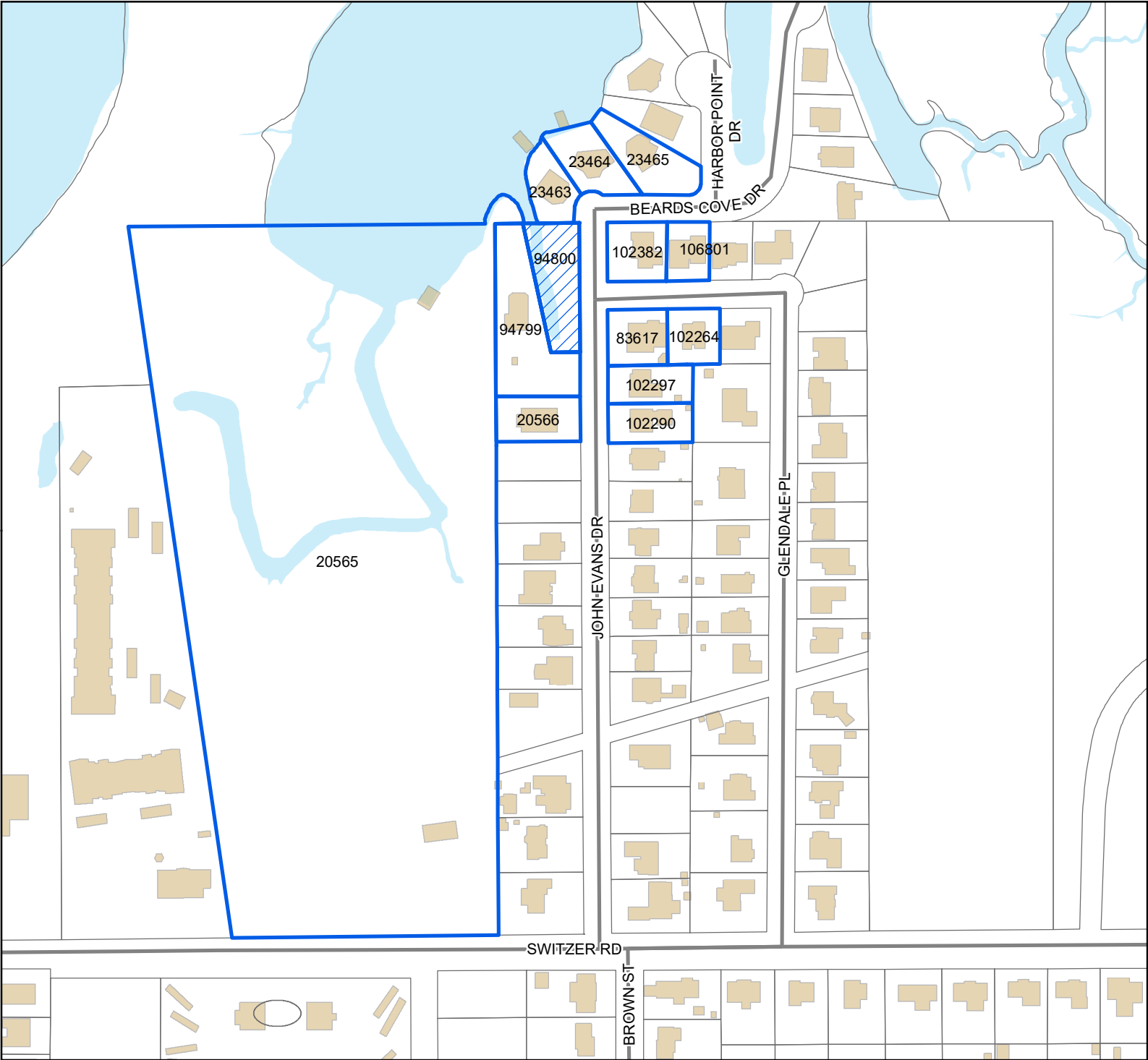
Printed Name: JAMES MERRITT

My commission expires: 9-13-27



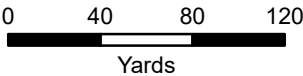
Send tax statements to:

James William Carney, 32 Woodstone Dr, Hattiesburg, MS
39402, USA, (601) 543-5500



Legend

- Site
- Street
- Buildings
- Water Features



1 inch = 250 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010B-03-001.002	JAMES WILLIAM CARNEY (OWNER)	32 WOODSTONE DRIVE	HATTIESBURG	MS	39402
			JOHN H RUBLE (AGENT)	24 POPLAR CIRCLE	GULFPORT	MS	39507
			Adjacent Property Owners (2503ZB031)				
	23463	1010B-02-011.000	SNELL WILLIAM E	1311 BEARDS COVE DR	GULFPORT	MS	39507
N	23464	1010B-02-010.000	SNELL WILLIAM ERIC	1311 BEARDS COVE DR	GULFPORT	MS	39507
	102290	1010B-02-005.026	JONES CHRISTOPHER M & LISA L	1240 JOHN EVANS DR	GULFPORT	MS	39507
	106801	1010B-02-004.019	BROOKS DENNIS C & BRENDA L	1292 GLENDALE PL	GULFPORT	MS	39507
	102297	1010B-02-005.027	ADAMS JOSEPH B	1250 JOHN EVANS RD	GULFPORT	MS	39507
	23465	1010B-02-009.000	BRYANT PEGGY J & SAMUEL W-TRUSTEES	119 MONTESANO ST	SANTA CRUZ	CA	95062
	83617	1010B-02-005.000	GOULETTE RODNEY & SHERRY	1277 GLENDALE PLACE	GULFPORT	MS	39507
	102382	1010B-02-004.017	PRICE PHILLIP M & CHERYL BETINA	1296 JOHN EVANS DR	GULFPORT	MS	39507
	102264	1010B-02-005.001	VASQUEZ KATHLEEN & SAMSON & HENRY	1267 GLENDALE PLACE	GULFPORT	MS	39507
	20566	1010B-03-001.000	MONAGHAN NANCY G	1273 JOHN EVANS DR	GULFPORT	MS	39507
	94799	1010B-03-001.001	CHAMPAGNE EDWARD H	1277 JOHN EVANS DR	GULFPORT	MS	39507
N	94800	1010B-03-001.002	PRICE CHERYL BETINA	1296 JOHN EVANS DR	GULFPORT	MS	39507



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jeneé Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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 7th day of
March in the year of 2025

Amy Robbins

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.



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB032: Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB032

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 /Zero Lot Line

Legal: Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6 foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to reduce the side setback of a zero-lot line lot from 14 feet to 12.6 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the house was already built when a surveyor discovered that the side yard setback was off. This application was submitted to rectify the issue of the side yard setback. A denial of this variance would require at least partial demolition of the home.

- (a) The applicant does not address the question and states that the subdivision is a zero-lot line development. Developing a zero-lot line subdivision does not constitute a special condition that is peculiar to the land which is not applicable to other lands in the same district.
- (b) The applicant notes that during construction the structure was not aligned properly with the side setback. It is clear the applicant caused the need for this variance.
- (c) The applicant does not address the question and states that the structure is already completed and cannot be modified without current occupants being displaced. It is clear to staff that there is no unnecessary hardship created by the physical character of the property. The construction was not done according to plan.
- (d) The applicant does not address the question and states that the requested variance is negligible and should have no material impact on quality of life or the safety of the surrounding area. It is clear to staff that that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The applicant states that the variance requested is relatively insignificant and will not grant any special privilege to them. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and a zero-lot line development requires planning commission approval.

EXECUTIVE SUMMARY

The applicant requests a variance to reduce the side setback of a zero-lot line lot from 14 feet to 12.6 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. The construction of this home has been completed, and denial of this variance would require at least partial demolition of the structure. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval would allow for a side setback of 12.6 feet where 14 feet is required.
2. Must comply with all current Building Codes and City of Gulfport Ordinances.

Technical Report

VARIANCE

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/25.
<u>Landscape Manager:</u>	No conditions. Memo dated 2/27/25.

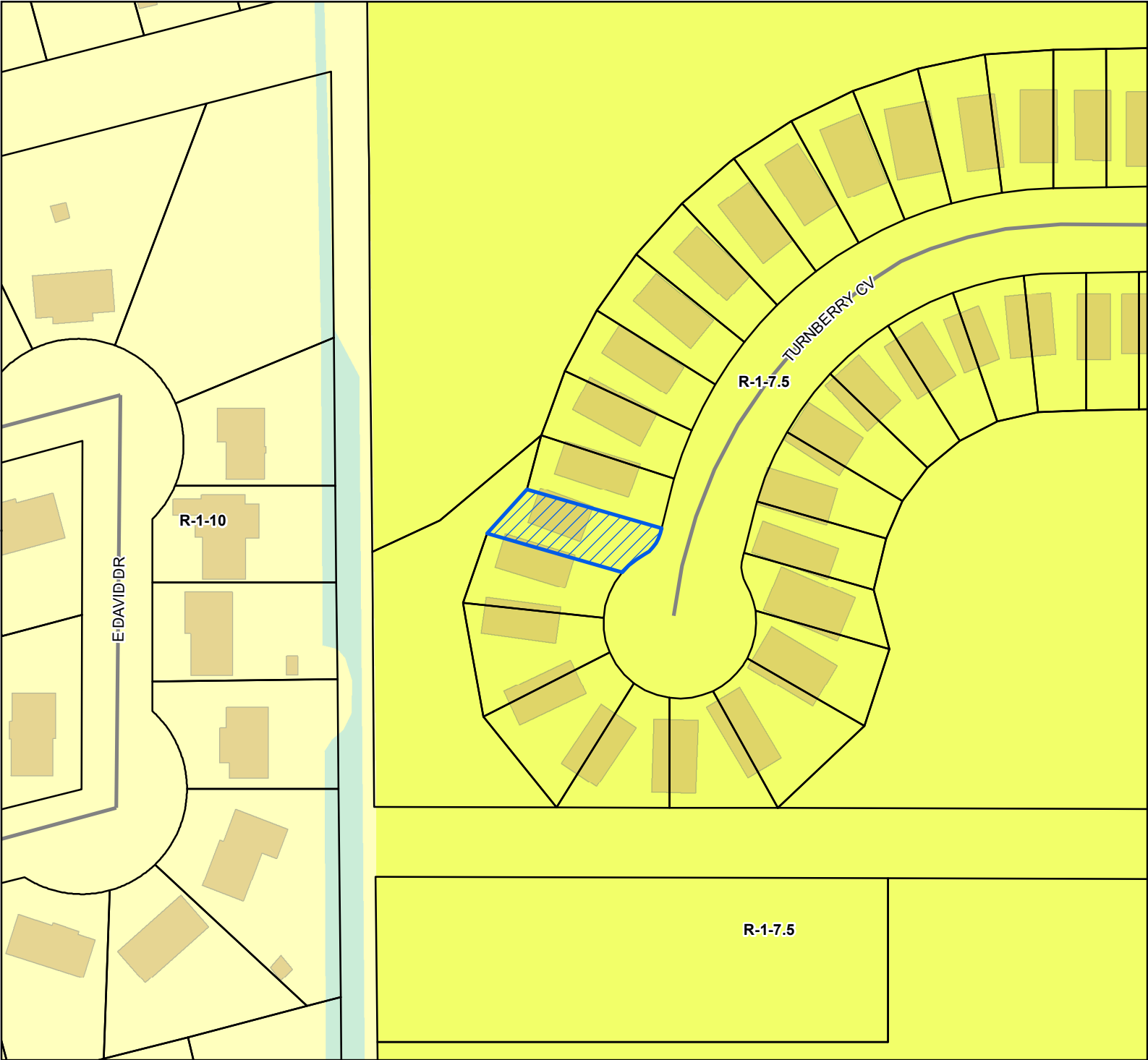
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





Site

Street

Parcels

Buildings

Water Features

Zoning

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

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

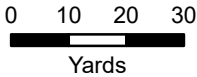
Site Information

0908P-01-006.015

Zoning: R-1-7.5 (Single Family)

Size: 3963.58 sqft

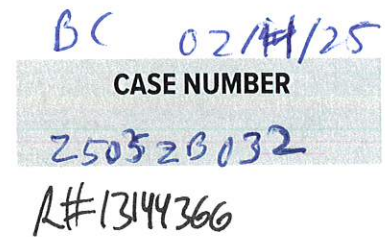
Flood: X



1 inch = 100 feet



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



OWNER:Joy Greel - GRIM Turnberry LLC

Printed Name of Owner

157 Olympia Fields Drive

Mailing Address

JacksonMS39211

City

State

Zip Code

601-606-6121

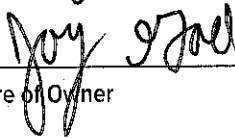
Home Phone

Work/Cell Phone

joygreel@gmail.com

Email

Signature of Owner

**AGENT:**Jack Schmitt - MP Design Group

Printed Name of Agent

918 Howard Avenue, Suite F

Mailing Address

BiloxiMS39530

City

State

Zip Code

228-384-1150

Home Phone

Work/Cell Phone

jschmitt@mpdesigngroup.com

Email

Signature of Agent



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

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

Name of Owner (PRINT) _____

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: _____

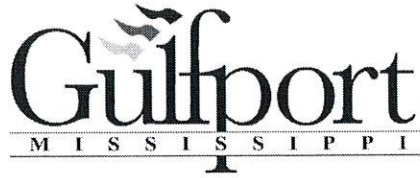
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Jay Goel being property owner of 0908P-01-006.015
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmitt - MP 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 petition.

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

Jay Goel 1/16/25
SIGNATURE DATE
New York *New York*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

[Signature] 09/24/2026
NOTARY PUBLIC COMMISSION EXPIRATION

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



COVENANT AFFIDAVIT

I, Joy Gael being property owner or agent of the property 0906P-01-006.015
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.

Joy Gael
SIGNATURE

1/16/25
DATE

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

[Signature]
NOTARY PUBLIC



09/24/2026
COMMISSION EXPIRATION



January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 15 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 12.6' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP

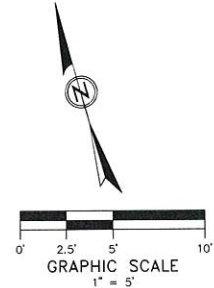


Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950



TURNBERRY GARDENS
VARIANCE REQUEST
TURNBERRY AVENUE
GULFPORT, MS 39503

SITE PLAN
LOT 15

EX-02

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.



Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).
Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel

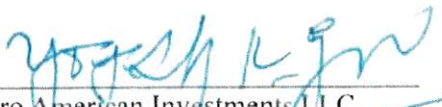

Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

	Scenario 1
Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.
- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel	
157 Olympia Fields Dr.	
Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of
Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

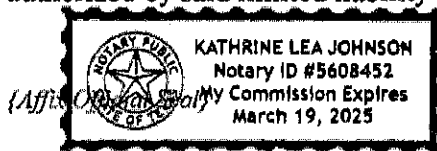
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Throckmorton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



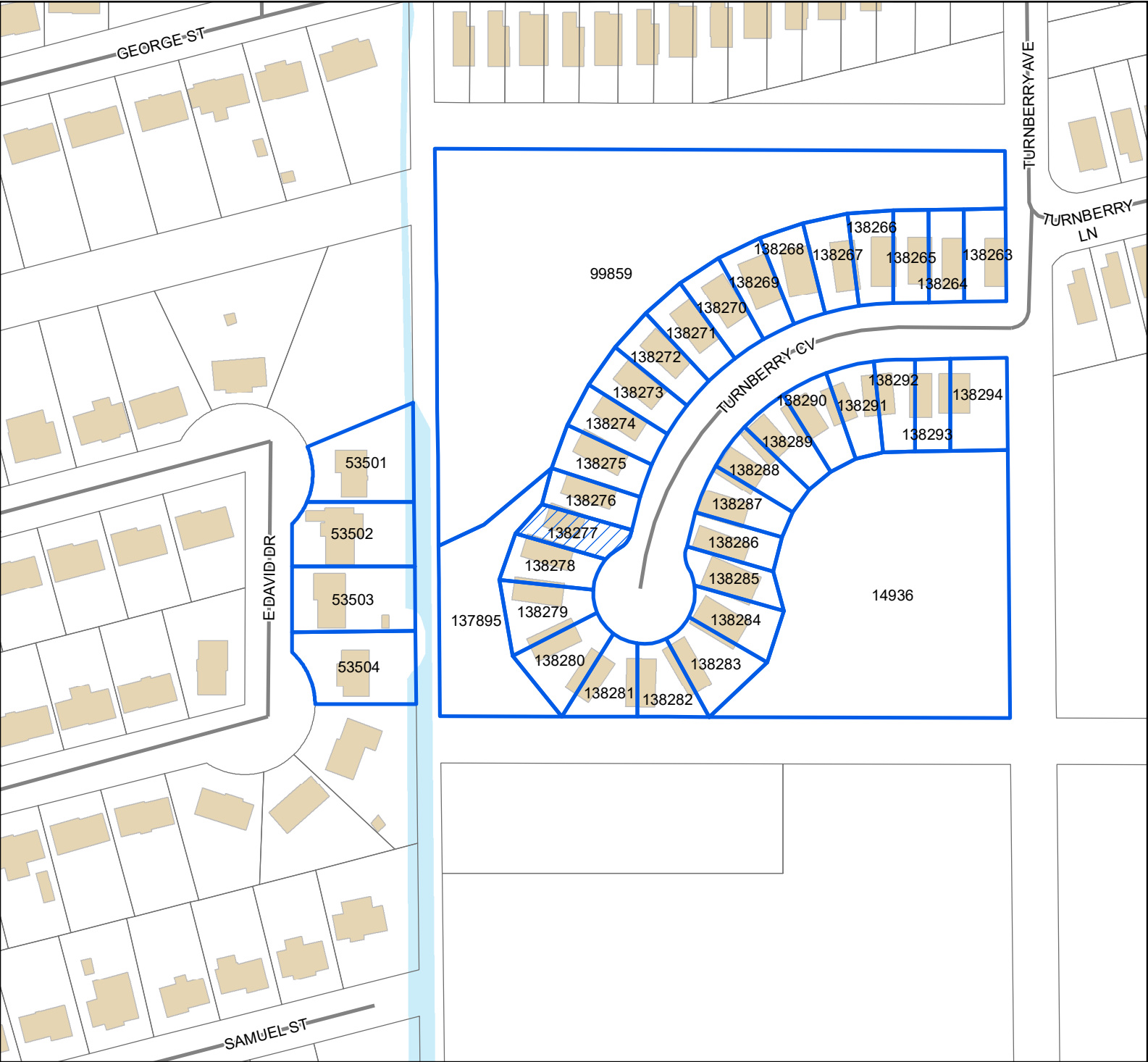

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

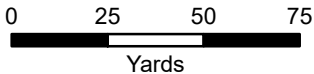
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

- Site
- Street
- Buildings
- Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.015	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB032)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:
03/05/25

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 7th day of March in the year of 2025

Amy Robbins

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.



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB033: Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB033

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6.

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to reduce the side setback of a zero-lot line lot from 14 feet to 13.76 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the house was already built when a surveyor discovered that the side yard setback was off. This application was submitted to rectify the issue of the side yard setback. A denial of this variance would require at least partial demolition of the home.

- (a) The applicant does not address the question and states that the subdivision is a zero-lot line development. Developing a zero-lot line subdivision does not constitute a special condition that is peculiar to the land which is not applicable to other lands in the same district.
- (b) The applicant notes that during construction the structure was not aligned properly with the side setback. It is clear the applicant caused the need for this variance.
- (c) The applicant does not address the question and states that the structure is already completed and cannot be modified without current occupants being displaced. It is clear to staff that there is no unnecessary hardship created by the physical character of the property. The construction was not done according to plan.
- (d) The applicant does not address the question and states that the requested variance is negligible and should have no material impact on quality of life or the safety of the surrounding area. It is clear to staff that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The applicant states that the variance requested is relatively insignificant and will not grant any special privilege to them. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and a zero-lot line development requires planning commission approval.

EXECUTIVE SUMMARY

The applicant requests a variance to reduce the side setback of a zero-lot line lot from 14 feet to 13.76 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. The construction of this home has been completed, and denial of this variance would require at least partial demolition of the structure. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval would allow for a side setback of 13.76 feet where 14 feet is required.
2. Must comply with all current Building Codes and City of Gulfport Ordinances.

Technical Report

VARIANCE

DEPARTMENTAL CONDITIONS

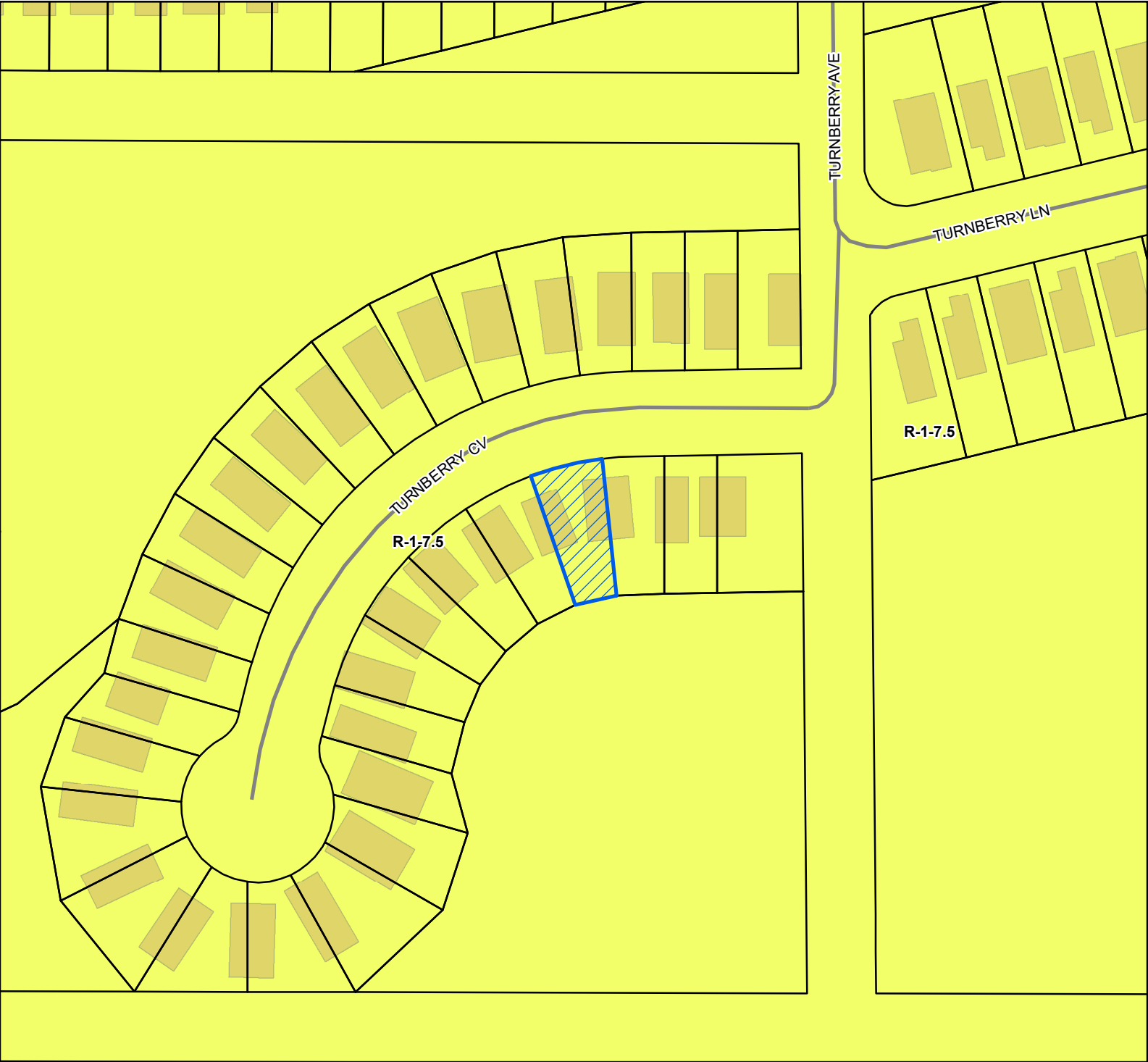
<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/25.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



 Site

 Street

 Parcels

 Buildings

Zoning

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

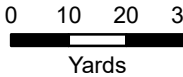
Site Information

0908P-01-006.029

Zoning: R-1-7.5 (Single Family)

Size: 4097.39 sqft

Flood: X



1 inch = 100 feet



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



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

WA

CASE NUMBER

2503 28033

2/4/25

R#13144368

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

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

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

TAX PARCEL NUMBERS

0	9	0	8	P	-	0	1	-	0	0	6	.	0	2	9

Property Address:

12065 Turnberry Lane, Gulfport, MS 39503

Lot(s) 29 Block(s) _____ Subdivision Turnberry Gardens Subdivision

General Description of Request: The purpose of this request is to petition for the reduction of the exterior side yard setback from 14 to 13.76'

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:Jay Opel - GVIM Turnberry LLC

Printed Name of Owner

157 Olympian Fields Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-686-6421

Home Phone

Work/Cell Phone

j.schmidt@mpldesigngroup.us

Email

Jay Opel

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

914 Howard Avenue, Suite F

Mailing Address

Biloxi MS 39520

City

State

Zip Code

228-384-1950

Home Phone

Work/Cell Phone

j.schmidt@mpldesigngroup.us

Email

J Schmidt

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: _____

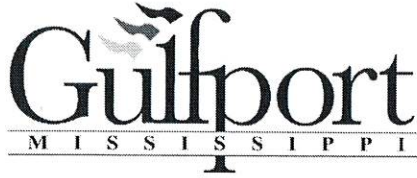
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Joy Gael being property owner of 0908P-01-006.029
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt - MP 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 petition.

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

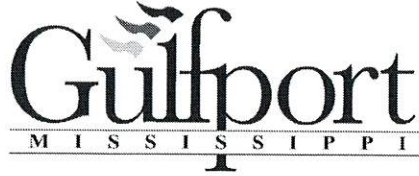
Joy Gael 1/16/25
SIGNATURE DATE

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

[Signature] 09/24/2026
NOTARY PUBLIC COMMISSION EXPIRATION





COVENANT AFFIDAVIT

I, Jay Guel being property owner or agent of the property 0908P-01-006.029
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

Jay Guel

DATE

1/16/25

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

09/24/2026

COMMISSION EXPIRATION

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones, AIA

YOUR PROJECT • OUR PRIORITY • NO EXCUSES

January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 29 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the rear corner to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.76' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

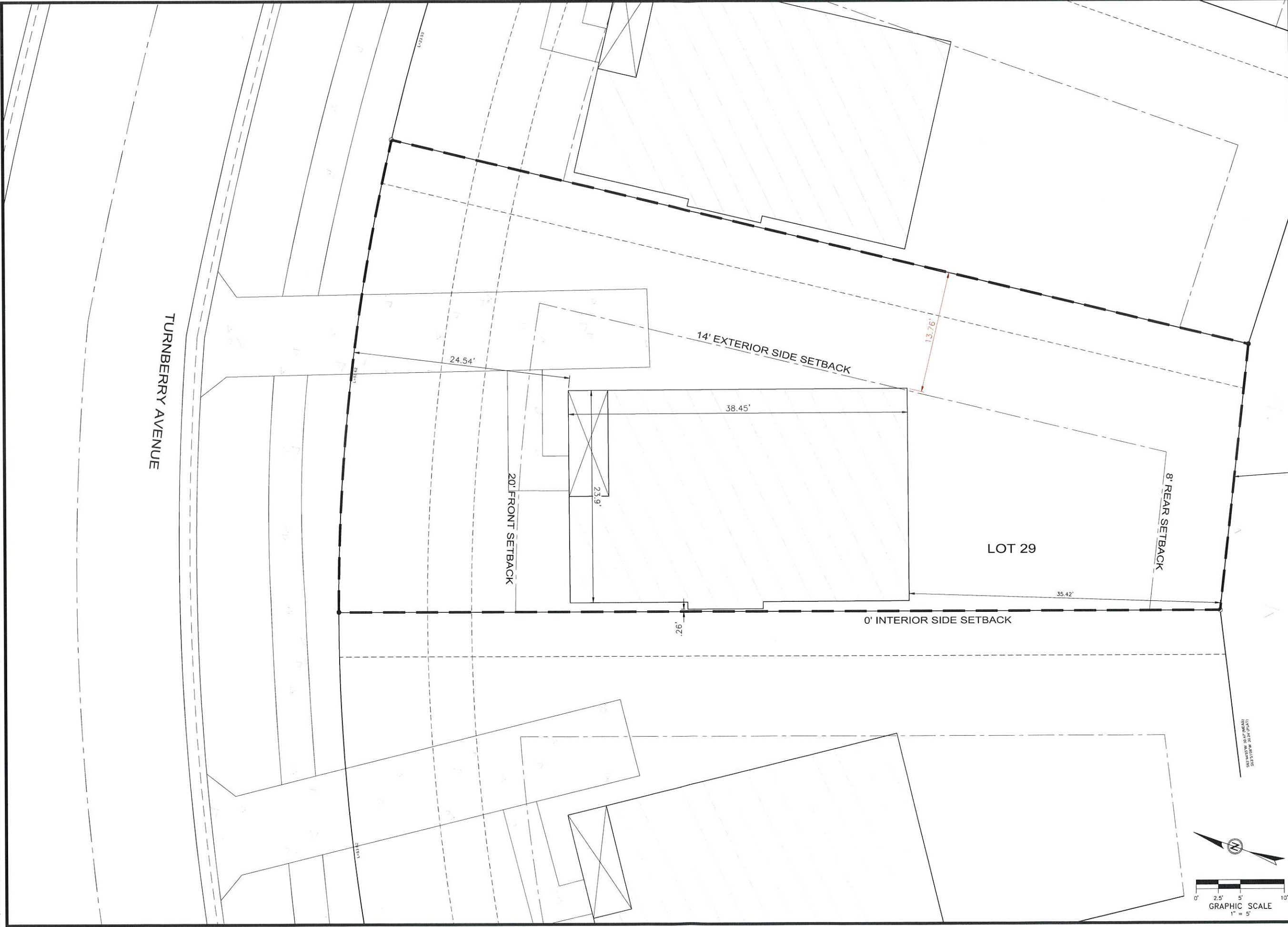
Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
MP DESIGN GROUP



Jack Schmidt, PE
Civil Engineer
jschmidt@mpdesigngroup.us
228-388-1950

PRINTED: 1/3/2025 10:46 AM BY: Jack Schmidt LAST SAVED: 1/2/2025 5:00 PM BY: Jeschmidt
m:\0077_machado-patano_miscellaneous\2024_0077_24.089_turnberry gardens\03-production drawings\turnberry gardens variance site plans.dwg



MP

DESIGN GROUP

918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

YOUR PROJECT OUR PRIORITY - NO EXCUSES

© COPYRIGHTED MATERIAL

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS

VARIANCE REQUEST

TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED

PROJECT NO: 0077.24.089

DRAWN BY: JMS

CHECKED BY: JMS

SITE PLAN

LOT 29

NO.	DATE	REVISION / SUBMITTAL
REV A	01.07.2024	ISSUED FOR VARIANCE REQUEST

EX-09

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY.

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

	Scenario 1
Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.
- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211	Member



Wanda Hunk 1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

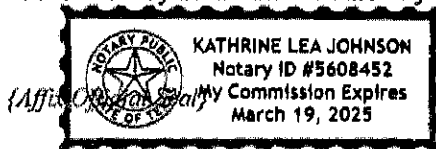
[Signature page attached hereto]

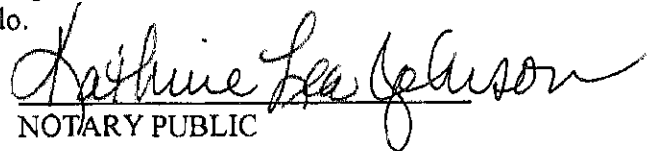
GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Threes

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



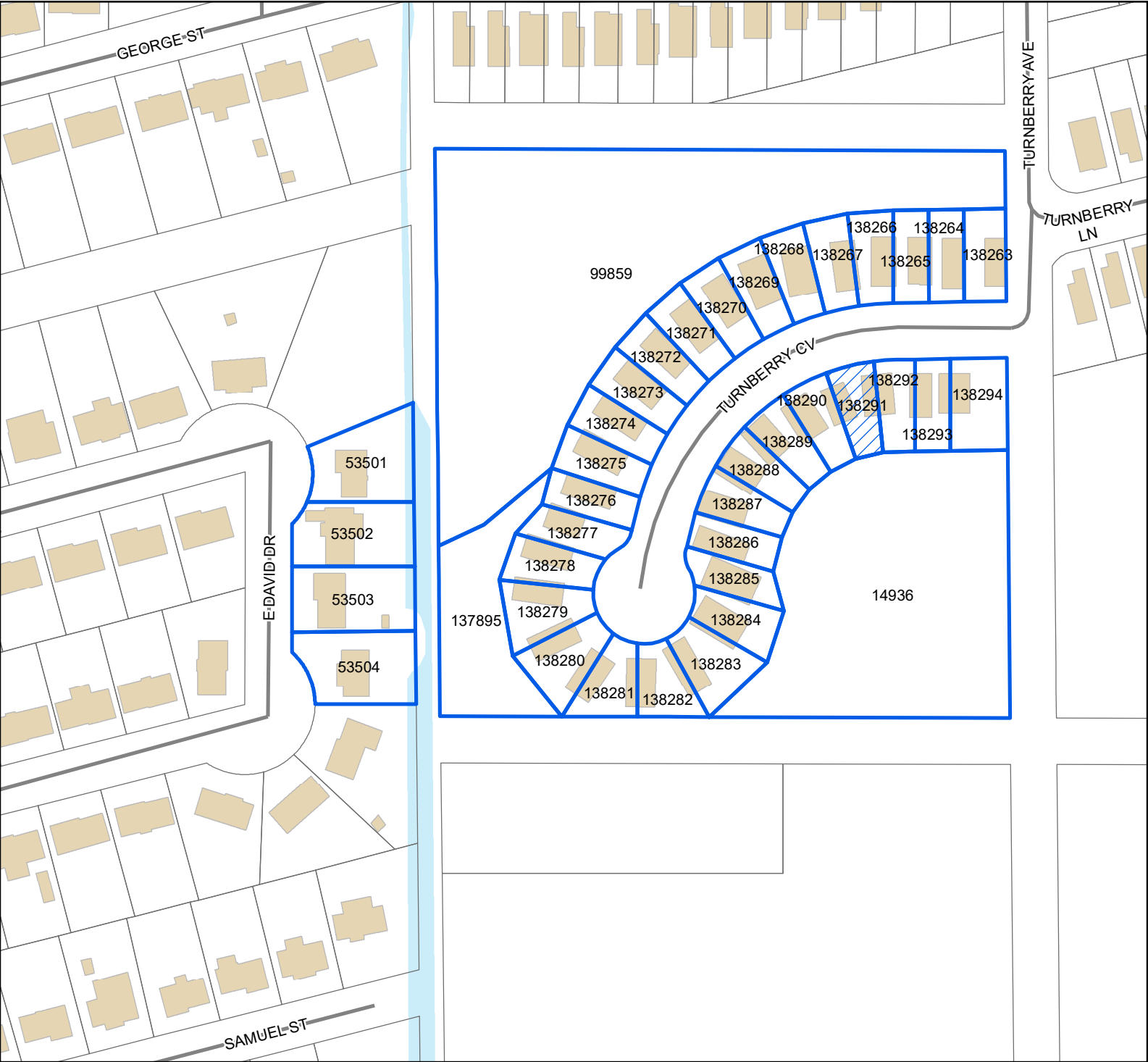

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

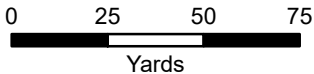
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

-  Site
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.029	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB033)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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
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Rock Hill | The Herald
The Sacramento Bee
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Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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.

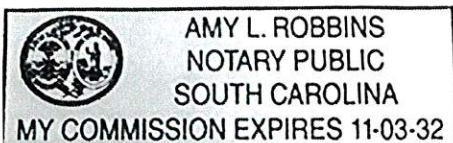
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB034: Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for 13.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB034

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for 13.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to reduce the side setback of a zero lot line lot from 14 feet to 13.66 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the construction of this home has already been completed and a surveyor discovered that the side yard setback was off. The denial of this variance would require at least partial demolition of the home. It is clear to staff that no hardship is faced and that the need for this variance is due to an error in construction.

- (a) The applicant does not address the question and states that the subdivision is a zero lot line development. Developing a zero lot line subdivision does not constitute a special condition that is peculiar to the land which is not applicable to other lands in the same district.
- (b) The applicant notes that during construction the structure was not aligned properly with the side setback. It is clear the applicant caused the need for this variance.
- (c) The applicant does not address the question and states that the structure is already completed and cannot be modified without current occupants being displaced. It is clear to staff that there is no unnecessary hardship created by the physical character of the property. The construction was not done according to plan.
- (d) The applicant does not address the question and states that the requested variance is negligible and should have no material impact on quality of life or the safety of the surrounding area. It is clear to staff that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The applicant states that the variance requested is relatively insignificant and will not grant any special privilege to them. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and a zero lot line development requires planning commission approval.

EXECUTIVE SUMMARY

The applicant requests a variance in order to reduce the side setback of a zero lot line lot from 14 feet to 13.66 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the construction of this home has already been completed and a surveyor discovered that the side yard setback was off. The denial of this variance would require at least partial demolition of the home. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval would allow for a 13.66-foot setback where 14 is required.
2. Must comply with all current Building Codes and City of Gulfport Ordinances

Technical Report

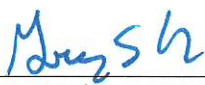
VARIANCE

DEPARTMENTAL CONDITIONS

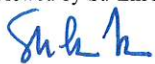
<u>Engineering:</u>	No conditions. Memo dated 3/7/2025.
<u>Public Works:</u>	No conditions. Memo dated 3/7/2025.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/2025.
<u>Building Code Services:</u>	Must comply will all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/2024.
<u>GIS:</u>	No conditions. Memo dated 3/7/2025.
<u>Police Department:</u>	No comment as of 3/7/2025.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/2025.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/2025.

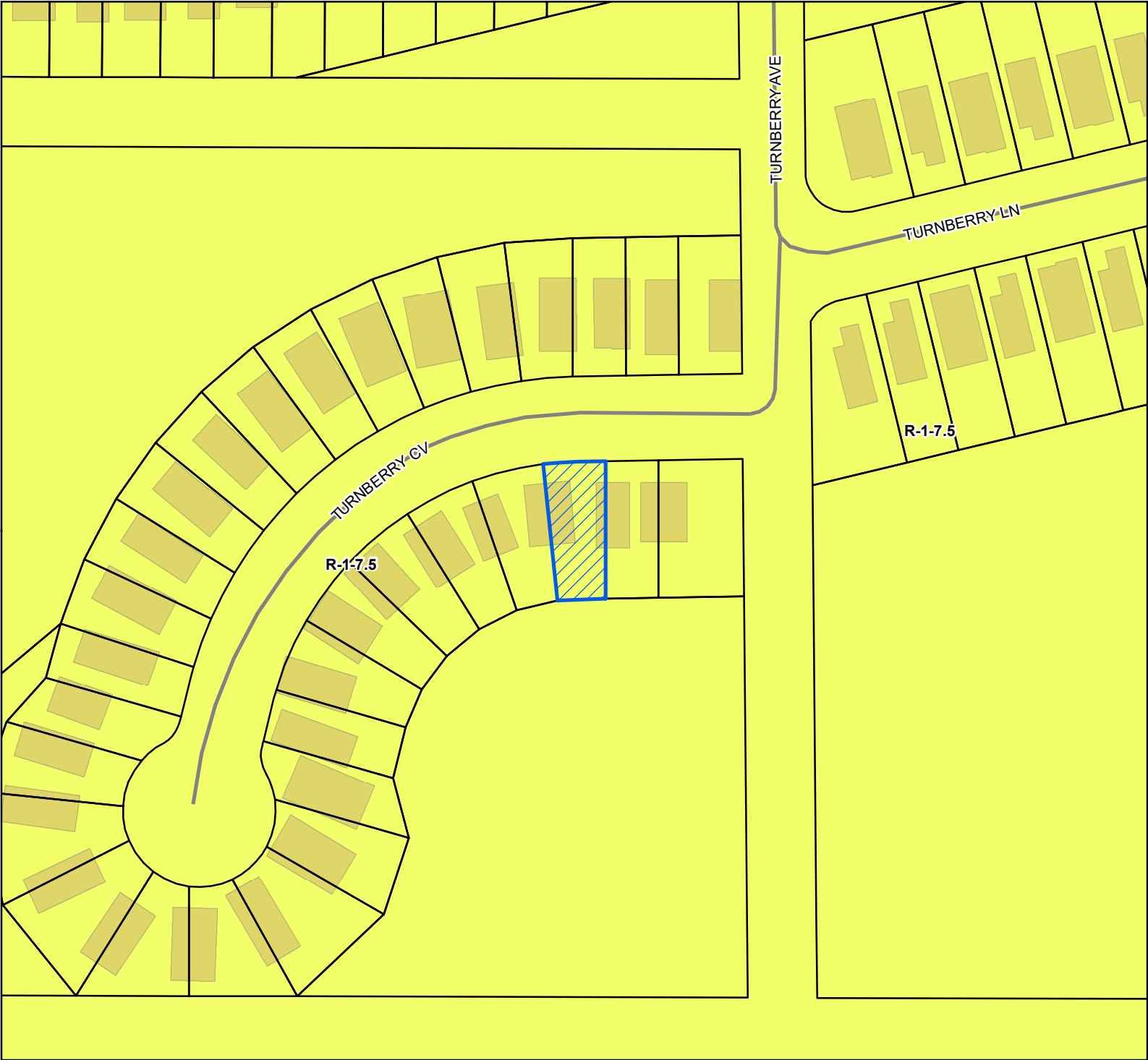
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





 Site

 Street

 Parcels

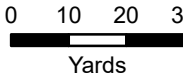
 Buildings

Zoning

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

Site Information

0908P-01-006.030
Zoning: R-1-7.5 (Single Family)
Size: 3952.83 sqft
Flood: X



1 inch = 100 feet



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



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

WD
CASE NUMBER
250326034
2/4/25
R#13144371

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

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

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

TAX PARCEL NUMBERS

0	9	0	8	P	-	0	1	-	0	0	6	.	0	3	0
					-			-				.			
					-			-				.			

Property Address:

12061 Turnberry ^{Cove} Lane, Gulfport, MS 39503

Lot(s) 30 Block(s) _____ Subdivision Turnberry Gardens Subdivision

General Description of Request: The purpose of this request is to petition for the reduction of the exterior side yard setback from 14 to 13.66'

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:Jay Goel - GRIM Turnberry LLC

Printed Name of Owner

157 Olympian Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-666-6421

Home Phone

Work/Cell Phone

~~jgoel@grimturnberry.com~~ jaygoel@gmail.com

Email

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

918 Howard Avenue, Suite F

Mailing Address

Biloxi MS 39530

City

State

Zip Code

228-348-1950

Home Phone

Work/Cell Phone

~~j.schmidt@mpdesigngroup.us~~

Email

Signature of Agent

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

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

Name of Owner (PRINT) _____

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: _____

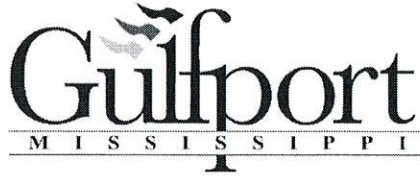
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Jay Guel being property owner of 0908P-01-006.030
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt -MP 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 petition.

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

SIGNATURE

Jay Guel

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI | COUNTY OF HARRISON

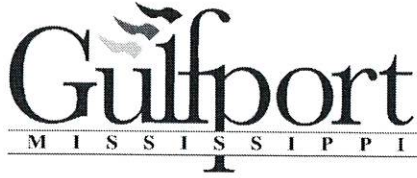
Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

COMMISSION EXPIRATION

[Signature]
MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

09/24/2026



COVENANT AFFIDAVIT

I, Jay Goel being property owner or agent of the property 0908P-01-006.030
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.

Jay Goel
SIGNATURE

1/16/25
DATE

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 2025

[Signature]
NOTARY PUBLIC

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

09/24/2026
COMMISSION EXPIRATION

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.66' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
MP DESIGN GROUP



Jack Schmidt, PE
Civil Engineer
jschmidt@mpdesigngroup.us
228-388-1950



January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 30 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

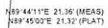
The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the rear corner to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.



TURNBERRY AVENUE

N89°32'49"E 37.97' (MEAS)
N89°45'00"E 38.00' (PLAT)

20' FRONT SETBACK

14' EXTERIOR SIDE SETBACK

LOT 30

8' REAR

THE ORIGINAL SIGNED, DATED AND SEALED ENGINEERING PLANS ARE THE OFFICIAL DOCUMENTS SUBMITTED TO THE APPROVING AUTHORITY FOR THESE PLANS. CONTRACTOR / SUBCONTRACTOR / AND/OR OWNER SHALL CONSULT ENGINEERED PLANS TO VERIFY ANY CONDITIONS OR RESTRICTIONS THAT MAY HAVE BEEN REQUIRED BY THE APPROVING AUTHORITY OR APPROVED BY THE REGISTERED ENGINEER OF RECORD. IF DISCREPANCIES OCCUR, THE ORIGINAL SIGNED, DATED AND SEALED ENGINEERED PLAN SET SHALL OVERRULE ANY OTHER PLANS. THE DRAWINGS, DETAILS, AND NOTES THAT APPEAR ON THIS SHEET ARE COPYRIGHTED BY MACHADO PAVING, LLC, AND CLAIM ALL RIGHTS OF THE COPYRIGHT LAWS.

SECTION 1000

YOUR PROTECT OUR PRIORITY NO EXCUSES

© COPYRIGHTED MATERIAL

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS

VARIANCE REQUEST

TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED
PROJECT NO: 0077.24.089
DRAWN BY: JMS
CHECKED BY: JMS

SITE PLAN
LOT 30

[illegible]

EX-10

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

1"

IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY



MACHADO · PATANO · KILPATRICK · JONES

918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
 - (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
 - (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
 - (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
 - (viii) It will not own any subsidiary or make any investment in, any other Person.
 - (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
 - (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
 - (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel	
157 Olympia Fields Dr.	
Jackson, MS 39211	Member



Amelia Hunter 1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

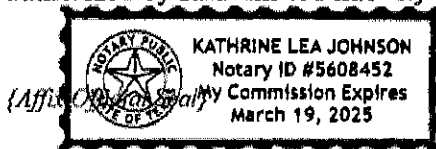
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Throckmorton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



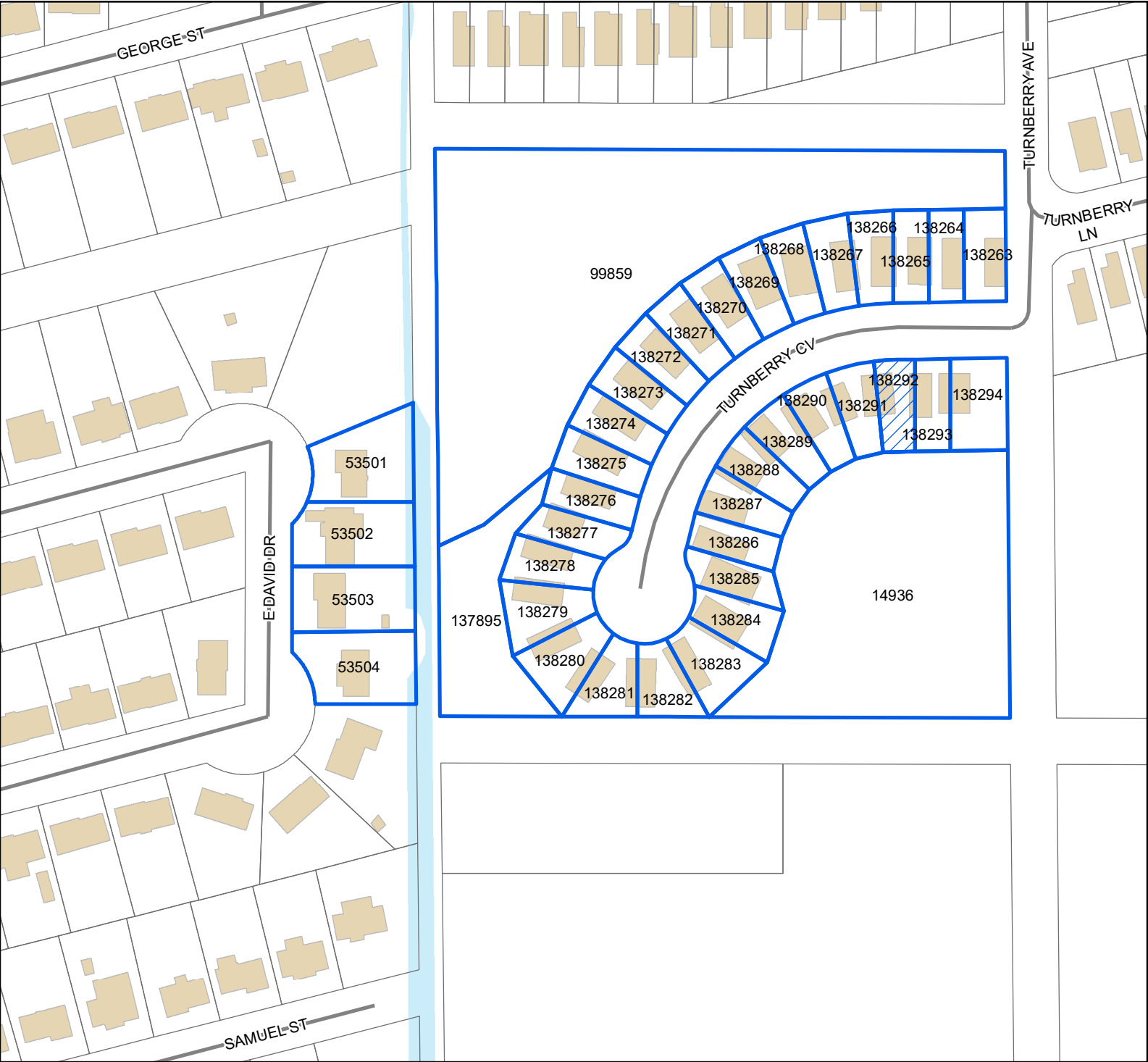
Kathrine Lea Johnson
NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

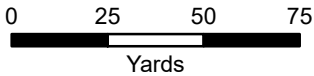
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

- Site
- Street
- Buildings
- Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.030	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB034)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCHER POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:
03/05/25

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.

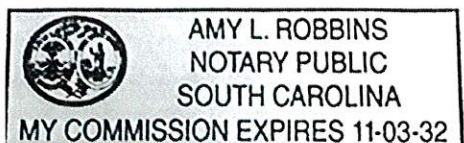
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB035: Variance 2503ZB035, by agent Jack Schmidt, seeking approval for 13.29 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB035

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB035, by agent Jack Schmidt, seeking approval for 13.29 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to reduce the side setback of a zero lot line lot from 14 feet to 13.29 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the construction of this home has already been completed and a surveyor discovered that the side yard setback was off. The denial of this variance would require at least partial demolition of the home. It is clear to staff that no hardship is faced and that the need for this variance is due to an error in construction.

- (a) The applicant does not address the question and states that the subdivision is a zero lot line development. Developing a zero lot line subdivision does not constitute a special condition that is peculiar to the land which is not applicable to other lands in the same district.
- (b) The applicant notes that during construction the structure was not aligned properly with the side setback. It is clear the applicant caused the need for this variance.
- (c) The applicant does not address the question and states that the structure is already completed and cannot be modified without current occupants being displaced. It is clear to staff that there is no unnecessary hardship created by the physical character of the property. The construction was not done according to plan.
- (d) The applicant does not address the question and states that the requested variance is negligible and should have no material impact on quality of life or the safety of the surrounding area. It is clear to staff that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The applicant states that the variance requested is relatively insignificant and will not grant any special privilege to them. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and a zero lot line development requires planning commission approval.

EXECUTIVE SUMMARY

The applicant requests a variance in order to reduce the side setback of a zero lot line lot from 14 feet to 13.29 feet. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the construction of this home has already been completed and a surveyor discovered that the side yard setback was off. The denial of this variance would require at least partial demolition of the home. The need for this variance was caused by an error in construction which does not constitute a hardship. It should be noted public works has disapproved this variance due to the structure being built in a City drainage easement and they mention the need for a portion of the easement to be vacated. Engineering has noted that approval of this variance would not alter or limit the City's rights in regards to the drainage easement which the structure is partially built in.

Technical Report

VARIANCE

Any approval should consider these conditions:

1. Approval would allow for a 13.29-foot setback where 14 is required.
2. Must comply with all Building Codes and City of Gulfport Ordinances.
3. Approval of the variance is conditioned upon the understanding that said approval does not alter, abrogate or otherwise limit or impede the rights of the City with respect to the drainage easement in which a portion of the structure is constructed.
4. Portion of structure in city drainage easement. Portion of easement to be vacated.

DEPARTMENTAL CONDITIONS

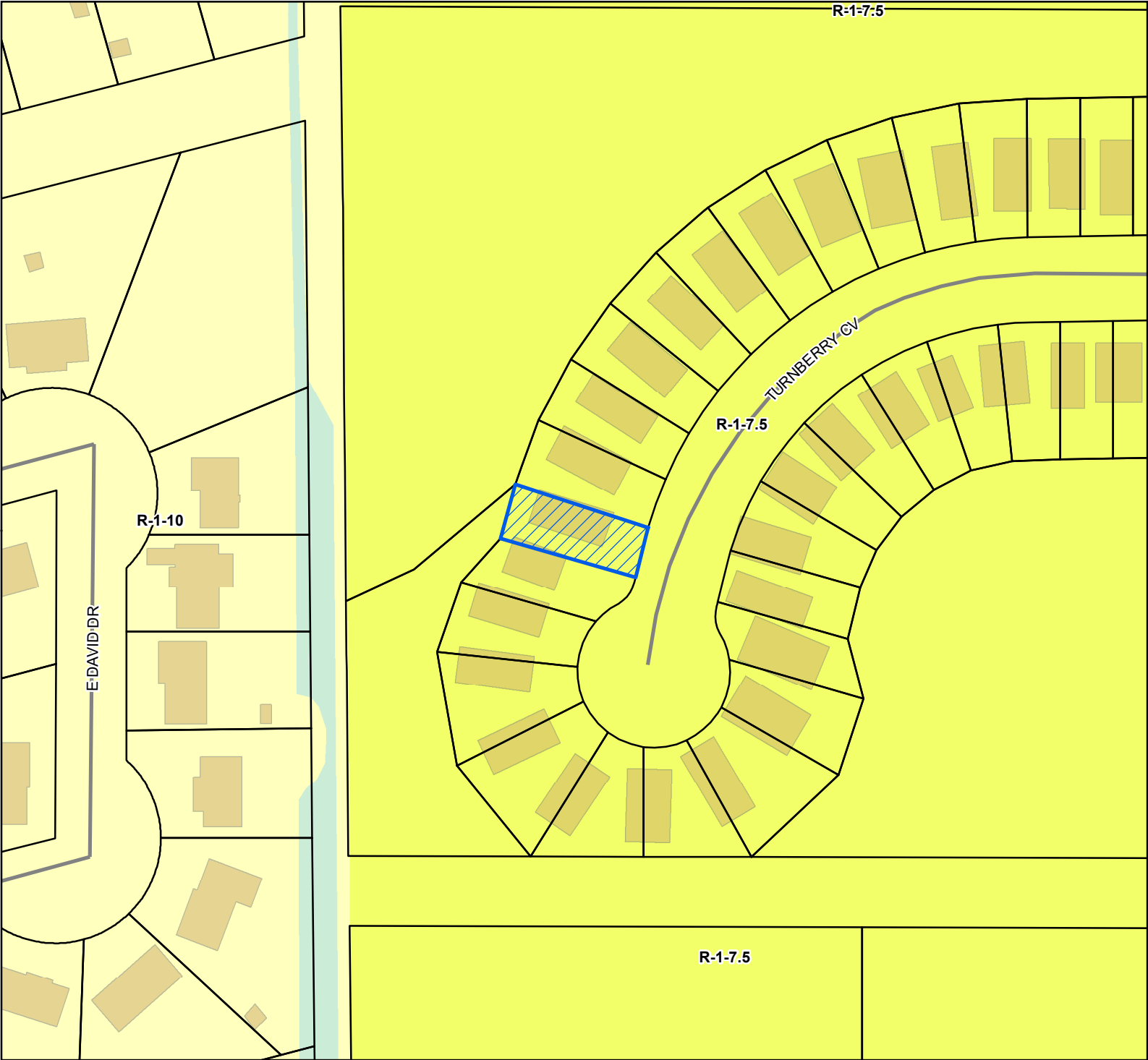
<u>Engineering:</u>	Approval of the variance is conditioned upon the understanding that said approval does not alter, abrogate or otherwise limit or impede the rights of the City with respect to the drainage easement in which a portion of the structure is constructed. Memo dated 3/7/2025.
<u>Public Works:</u>	Disapprove: Portion of structure in city drainage easement. Portion of easement to be vacated. Memo dated 3/7/2025.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/2025.
<u>Building Code Services:</u>	Must comply with all Building Codes and City of Gulfport Ordinances. Memo dated 03/4/2025.
<u>GIS:</u>	No conditions. Memo dated 3/7/2025.
<u>Police Department:</u>	No comment as of 3/7/2025.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/2025.
<u>City Arborist:</u>	No conditions. Memo dated 02/25/2025.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Site

Street

Parcels

Buildings

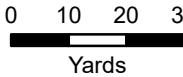
Water Features

Zoning

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

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

Site Information
0908P-01-006.014
Zoning:R-1-7.5 (Single Family)
Size: 3897.85 sqft
Flood: X



1 inch = 100 feet



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



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

WD
CASE NUMBER
250328035
2/4/25
R#13144373

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

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

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

TAX PARCEL NUMBERS

0	9	0	8	P	-	0	1	-	0	0	6	.	0	1	4
					-			-				.			
					-			-				.			
					-			-				.			

Property Address:

12104 Turnberry Lane, Gulfport, MS 39503

Lot(s) 14 Block(s) _____ Subdivision Turnberry Gardens Subdivision

General Description of Request: The purpose of this request is to petition for the reduction of the exterior side yard setback from 14' to 13.29'

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:Joy Good - GIVIM Turnberry LLC

Printed Name of Owner

157 Olympia Fields Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-666-6421

Home Phone

Work/Cell Phone

joygood@gmail.com

Email

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

918 Howard Avenue, Suite F.

Mailing Address

Biloxi MS 39530

City

State

Zip Code

228-388-1950

Home Phone

Work/Cell Phone

jschmidt@mpdesigngroup.us

Email

Signature of Agent

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

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

Name of Owner (PRINT) _____

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: _____

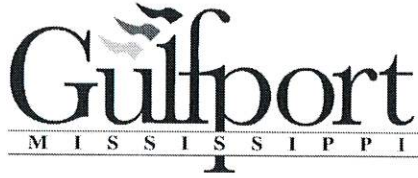
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Jay Gael being property owner of 09088-01-006.014
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmitt - MP 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 petition.

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

SIGNATURE

Jay Gael

DATE

1/16/25

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

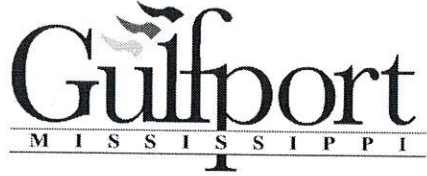
NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



COVENANT AFFIDAVIT

I, Joy Gaud being property owner or agent of the property 0908P-01-006,014
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

Joy Gaud

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

COMMISSION EXPIRATION

09/24/2026



January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 14 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the front corner to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

- 4. Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return**

and/or the right to reasonable development of your property which might generally be expected in your district.)

The requested 5% reduction in required exterior setback from 14' to 13.29' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP



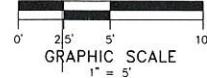
Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950

PRINTED: 1/2/2025 2:05 PM BY: Jack Schmidt LAST SAVED: 1/2/2025 1:38 PM BY: Jschmidt



THE ORIGINAL, SIGNED, DATED AND SEALED ENGINEERING PLANS ARE THE OFFICIAL DOCUMENTS SUBMITTED TO THE APPROVING AUTHORITY FOR THESE PLANS. CONTRACTOR / SUBCONTRACTOR / AND/OR OWNER SHALL CONSULT ENGINEERED PLANS THAT MAY HAVE BEEN REQUIRED BY THE APPROVING AUTHORITY (AS APPLICABLE) FOR THE PROPOSED PROJECT. ANY CHANGES OR MODIFICATIONS TO THE ORIGINAL ENGINEERING PLANS MUST BE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROVING AUTHORITY. THE ORIGINAL ENGINEERING PLANS AND ALL REVISIONS THEREOF SHALL REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE LOANED, COPIED, REPRODUCED, OR OTHERWISE USED WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. THE ENGINEER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S SERVICES ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

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**PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.**

SCALE: AS INDICATED
PROJECT NO: 0077.24.089
DRAWN BY: JMS
CHECKED BY: JMS

NO.	DATE	REVISION / SUBMITTAL
-----	------	----------------------

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 1"
 IF NOT ONE INCH ON THIS SHEET, ADJUST
 SCALES ACCORDINGLY

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).
Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel

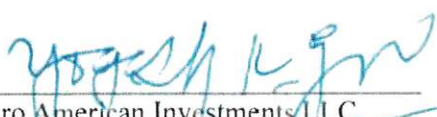

Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a **"Single Purpose Entity,"** which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel	
157 Olympia Fields Dr.	
Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC

2727 Kirby Drive, Suite 15C

Houston, TX 77098

Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC

157 Olympia Fields Drive

Jackson, MS 39211

Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC

190 East Capitol Street

Suite 100

Jackson, Mississippi 39201

601-948-3101

Attn: Ken Harmon

Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

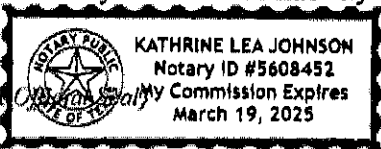
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

 KATHRINE LEA JOHNSON
Notary ID #5608452
My Commission Expires
March 19, 2025

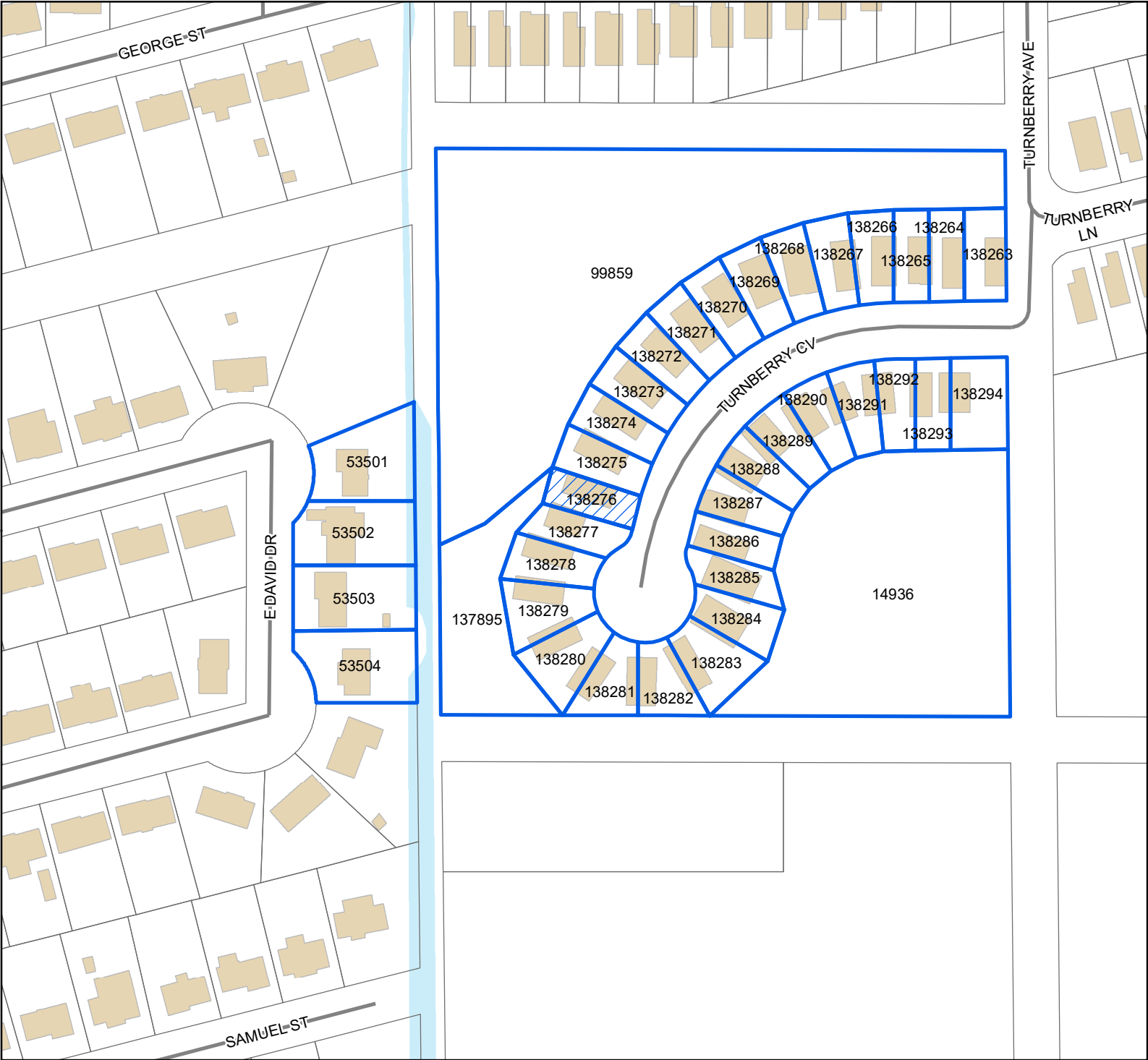

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

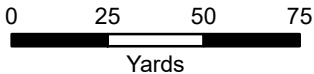
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

-  Site
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.014	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB035)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025

A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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.

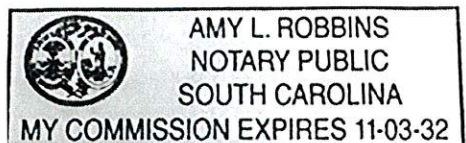
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB036: Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB036

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72 side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant is seeking approval for a zero-lot line dwelling to have a side yard setback variance of 13.72 feet where 14 feet is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the house was already built when a surveyor discovered that the side yard setback was off. This application was submitted to rectify the issue of the side yard setback.

- (a) The applicant states that the subdivision was developed as a zero-lot line development allowing for smaller lot areas and a greater density of development. The lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way in such a way that it could be compliant with the exterior side setback. If the builder had adhered to the original approved site plan, there would be no current hardship
- (b) The applicant states that when constructed, the structure was not aligned properly with the side exterior setback causing the rear corner to encroach on the side exterior setback. It should be noted that the building was built outside of the scope of what was approved and thus means that the hardship was directly caused by the applicant.
- (c) The applicant states that the structure on the property is completed and occupied, and that the structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.
- (d) The applicant states that the requested reduction in the required exterior setback from 14 feet to 13.72 feet is negligible and should have no material impact on the quality of life and safety of the surrounding residents. It is clear to staff that that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The applicant states that the setback variance request is relatively insignificant and will not grant any special benefit to the applicant. It should be noted that the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and zero lot line dwelling are allowed by Planning Commission approval case # 1010PC135.

EXECUTIVE SUMMARY

The applicant is seeking a zero-lot line side yard setback variance of 13.72 feet where 14 feet is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. The construction of this home has been completed, and denial of this variance would require at least partial demolition of the structure. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval allows for a side yard setback of 13.72 feet where 14 feet is required.

Technical Report

VARIANCE

2. Must comply with all current Building Codes and City of Gulfport Ordinances.
3. Must comply with all zoning rules and regulations.

DEPARTMENTAL CONDITIONS

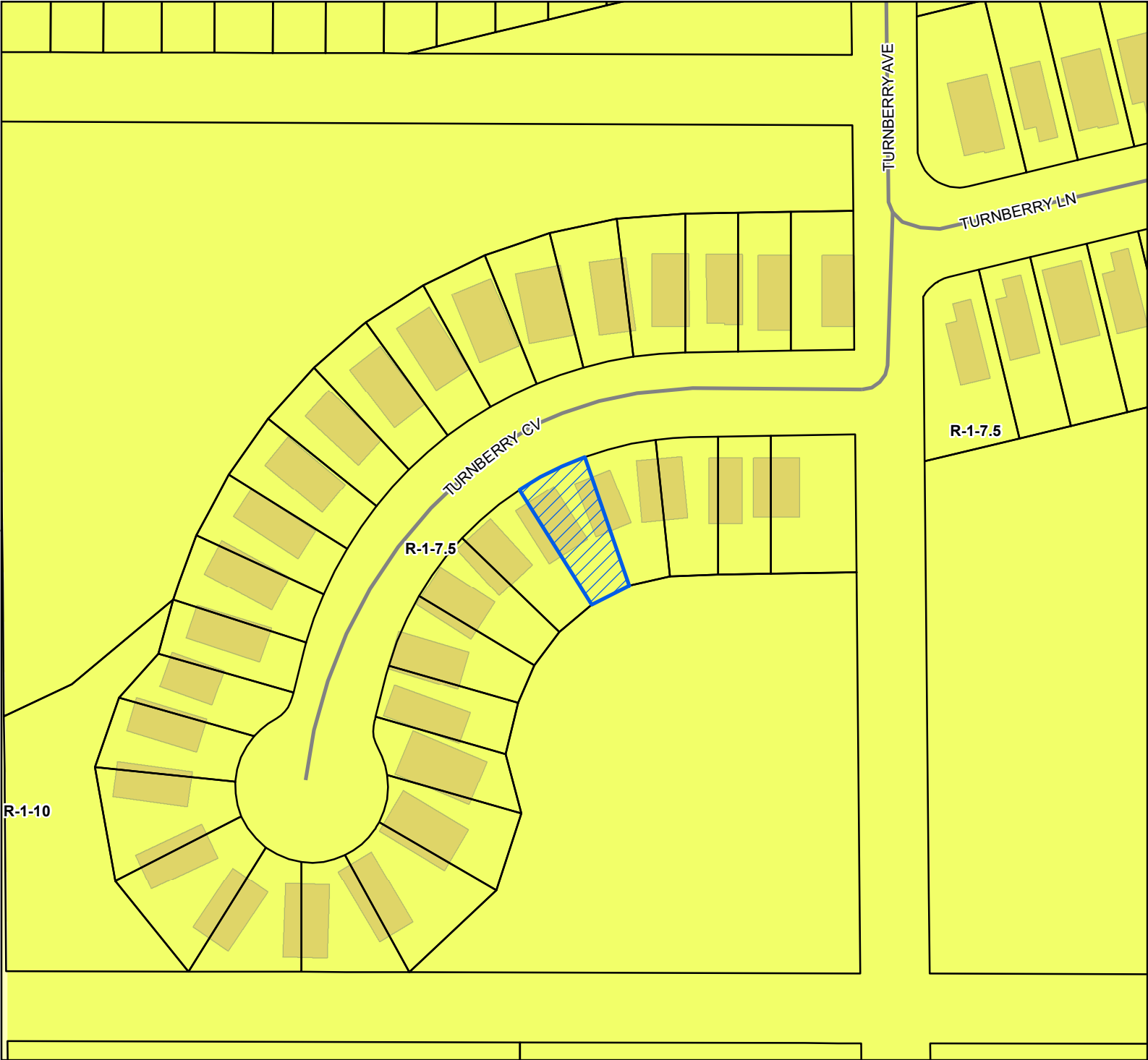
<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/25.
<u>Leisure Services:</u>	No conditions. Memo dated 2/27/25.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



 Site

 Street

 Parcels

 Buildings

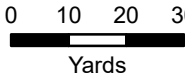
Zoning

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

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

Site Information

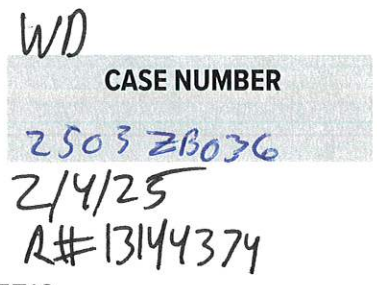
0908P-01-006.028
Zoning: R-1-7.5 (Single Family)
Size: 4066.93 sqft
Flood: X



1 inch = 100 feet



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



OWNER:Joy Goel - GIVIM Turnberry LLC

Printed Name of Owner

157 Olympian Fields Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-668-6421

Home Phone

Work/Cell Phone

joygoel@gmail.com

Email

Joy Goel

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

916 Howard Avenue, Suite F

Mailing Address

Biloxi MS 39530

City

State

Zip Code

228-388-1950

Home Phone

Work/Cell Phone

jschmidt@mpdesigngroup.us

Email

Jack Schmidt

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: _____



DESIGNATION OF AGENT

I, Jay Guel being property owner of 0908P-01-006.028
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt - MP 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 petition.

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

SIGNATURE

Jay Guel

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



COVENANT AFFIDAVIT

I, Jay Goel being property owner or agent of the property 0408P-01-006.028
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

Jay Goel

DATE

1/16/25

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

[Signature]

NOTARY PUBLIC



09/24/2026

COMMISSION EXPIRATION



YOUR PROJECT • OUR PRIORITY • NO EXCUSES

January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 28 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the rear corner to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.72' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP

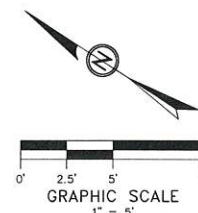


Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950



YOUR PROJECT: OUR PRIORITY. NO EXCUSES.



PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS
VARIANCE REQUEST
TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED
PROJECT NO: 0077.24.089
DRAWN BY: JMS
CHECKED BY: JMS

**SITE PLAN
LOT 28**

[illegible]

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel

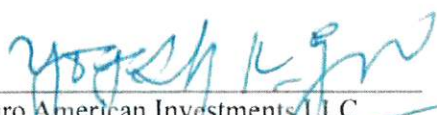

Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
- (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
- (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
- (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
- (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
- (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC

2727 Kirby Drive, Suite 15C

Houston, TX 77098

Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC

157 Olympia Fields Drive

Jackson, MS 39211

Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC

190 East Capitol Street

Suite 100

Jackson, Mississippi 39201

601-948-3101

Attn: Ken Harmon

Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

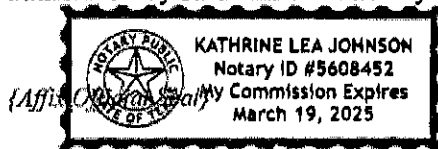
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Throckmold

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



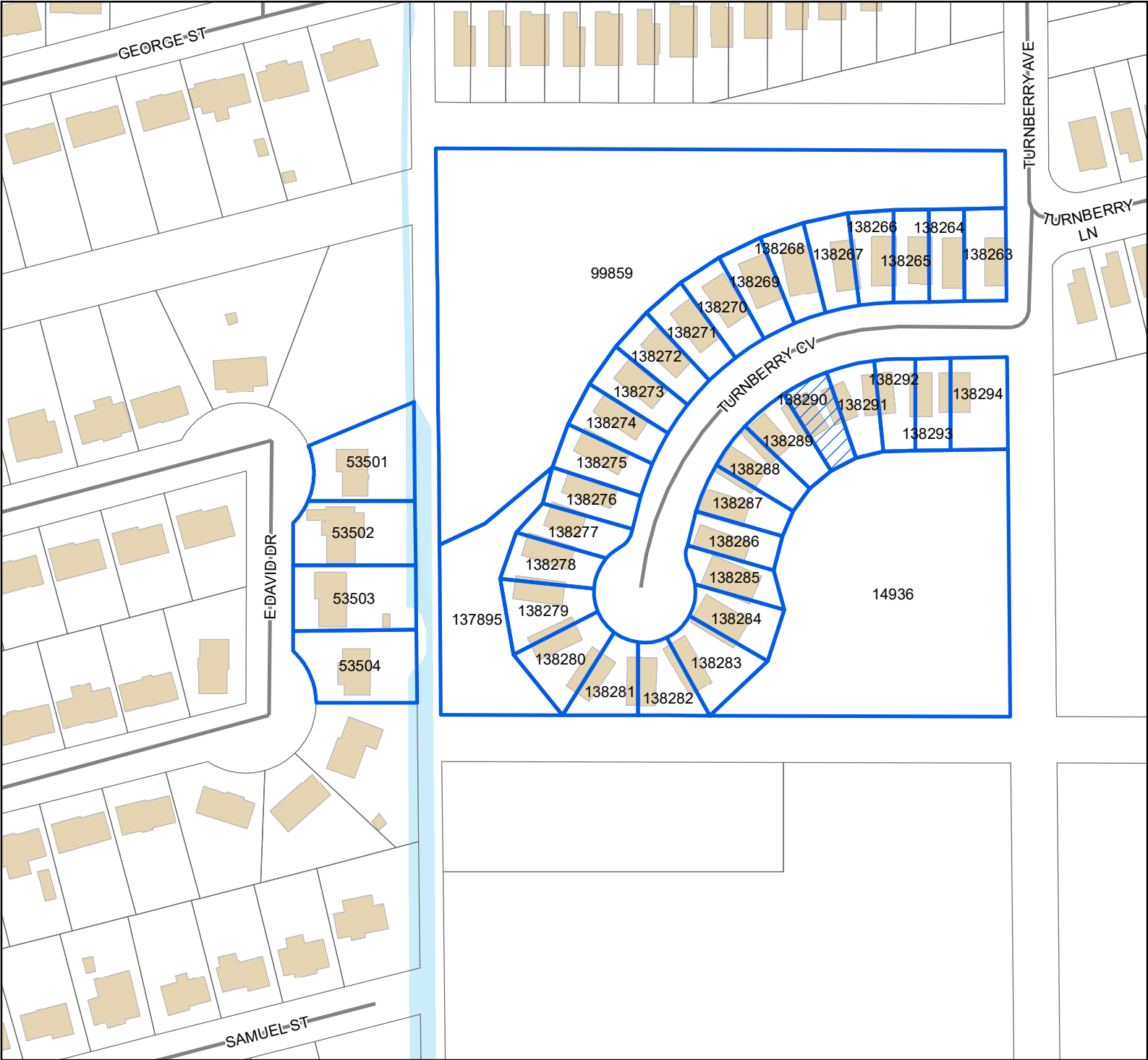

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

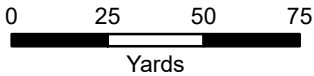
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

-  Site
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.028	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB036)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenot 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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM, Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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.

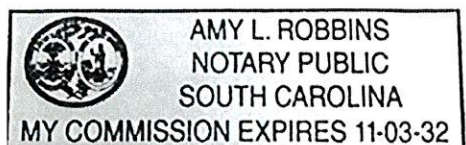
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB037: Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB037

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06 foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance for a zero-lot line dwelling to have a side yard setback of 13.06 foot where 14 foot is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the house was already built when a surveyor discovered that the side yard setback was off. This application was submitted to rectify the issue of the side yard setback.

- (a) The applicant notes that the subdivision was developed as a zero-lot line development allowing for smaller lot areas and a greater density of development. If the builder had adhered to the original approved site plan, there would be no current hardship.
- (b) In the application, the applicant cites that when the dwelling was constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback. Regardless, the building was built outside of the scope of what was approved and thus means that the hardship was directly caused by the applicant.
- (c) The applicant states that the structure on the property is completed and occupied. The applicant does not demonstrate that unnecessary hardship is created by the physical character of the property. However, the hardship was created by the builder who did not follow the approved site plan.
- (d) The applicant states the requested reduction in required exterior setbacks from 14 foot to 13.06 foot is negligible and should have no material impact on the quality of life and safety of the surrounding residents. It is clear to staff that that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) The property is zoned R-1-7.5, and zero lot line dwelling are allowed by Planning Commission approval case # 1010PC135.

EXECUTIVE SUMMARY

The applicant seeks a zero-lot line side yard setback of 13.06 foot where 14 foot is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. The construction of this home has been completed, and denial of this variance would require at least partial demolition of the structure. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval allows for a side yard setback of 13.06 feet where 14 feet is required.

Technical Report

VARIANCE

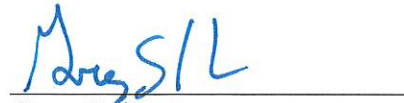
2. Must comply with all current Building Codes and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/25.

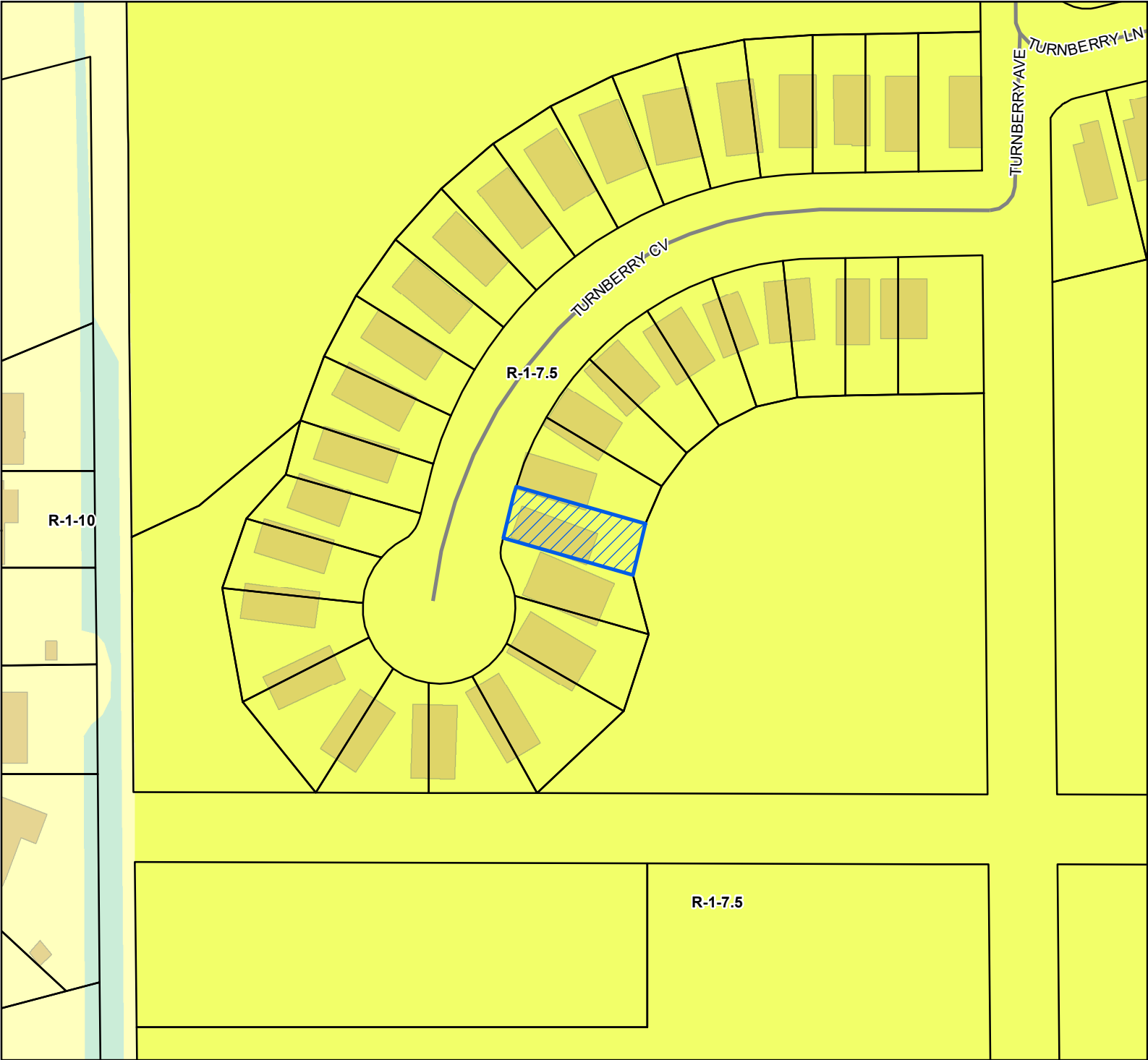
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





Site
[Blue hatched box] Site

Street
[Grey line] Street

Parcels
[Black outline] Parcels

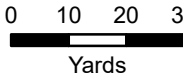
Buildings
[Brown rectangle] Buildings

Water Features
[Light blue area] Water Features

Zoning

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

Site Information
0908P-01-006.024
Zoning: R-1-7.5 (Single Family)
Size: 3691.75 sqft
Flood: X



1 inch = 100 feet



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



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

WJ
CASE NUMBER
25032037
2/4/25
R#13144377

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

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

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

TAX PARCEL NUMBERS

0	9	0	8	P	-	0	1	-	0	0	6	.	0	2	4
					-			-				.			
					-			-				.			

Property Address:

12085 Turnberry Lane, Gulfport, MS 39503

Lot(s) 24 Block(s) _____ Subdivision Turnberry Gardens Subdivision

General Description of Request: The purpose of this request is to petition for the reduction of the exterior side yard setback from 14' to 13.06'

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:

Jay Goel - GVM Turnberry LLC
 Printed Name of Owner
157 Olympia Fields Drive
 Mailing Address
Jackson MS 39211
 City State Zip Code
601-666-6421
 Home Phone Work/Cell Phone
jaygoel@gmail.com
 Email
Jay Goel
 Signature of Owner

AGENT:

Jack Schmidt - MP Design Group
 Printed Name of Agent
916 Howard Avenue, Suite E.
 Mailing Address
Biloxi MS 39530
 City State Zip Code
228-3586-1950
 Home Phone Work/Cell Phone
jschmidt@mpdesigngroup.ms
 Email
J Schmidt
 Signature of Agent

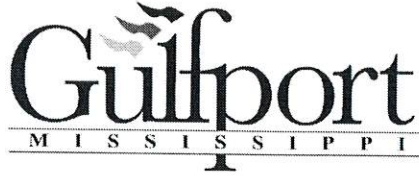
This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application. We can only accept applications with original signatures.

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: _____



DESIGNATION OF AGENT

I, Jay Guel PRINT NAME being property owner of 0908P-01-006.024 PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt -MP 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 or said petition.

SIGNATURE

Jay Guel

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI - COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



COVENANT AFFIDAVIT

I, Jay Gael being property owner or agent of the property 0908P-01-006.024
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.

Jay Gael 1/16/25
SIGNATURE DATE

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 2025

[Signature]
NOTARY PUBLIC



02/26/2026
COMMISSION EXPIRATION



David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones, AIA

YOUR PROJECT • OUR PRIORITY • NO EXCUSES

January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 24 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.06' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP

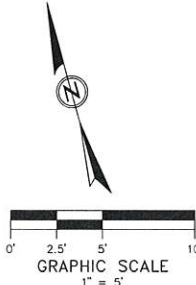
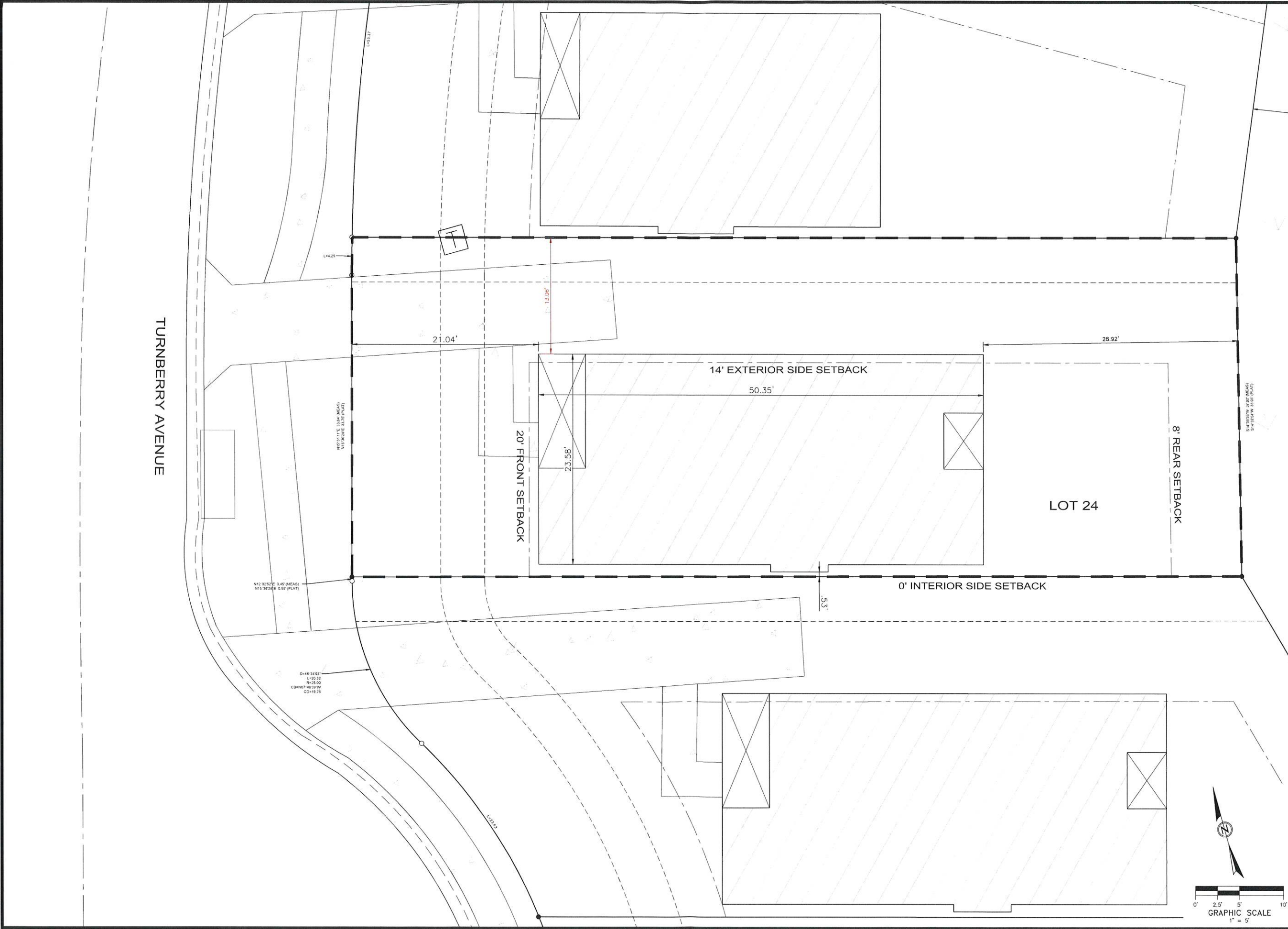


Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950



MP

DESIGN GROUP

MACHADO · PATANO · KILPATRICK · JONES

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PLANS WITHOUT REGISTERED ENGINEER/ARCHITECT STAMP AND SIGNATURE ARE CONSIDERED "NOT FOR CONSTRUCTION" AND SHALL NOT BE USED IN ANY MANNER FOR CONSTRUCTION OR PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS

VARIANCE REQUEST

TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED

PROJECT NO: 0077.24.089

DRAWN BY: JMS

CHECKED BY: JMS

SITE PLAN
LOT 24

NO.	DATE	REVISION / SUBMITTAL
REV A	01.07.2024	ISSUED FOR VARIANCE REQUEST

EX-05

VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
- (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).
Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

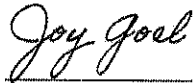
10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personality as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
- (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
- (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
- (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
- (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
- (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
 - (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
 - (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
 - (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
 - (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
 - (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of
Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

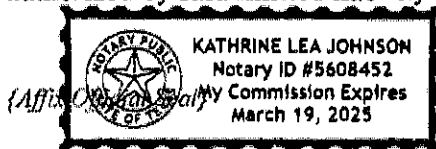
[Signature page attached hereto]

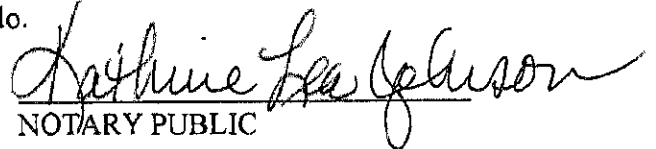
GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Throckmold

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



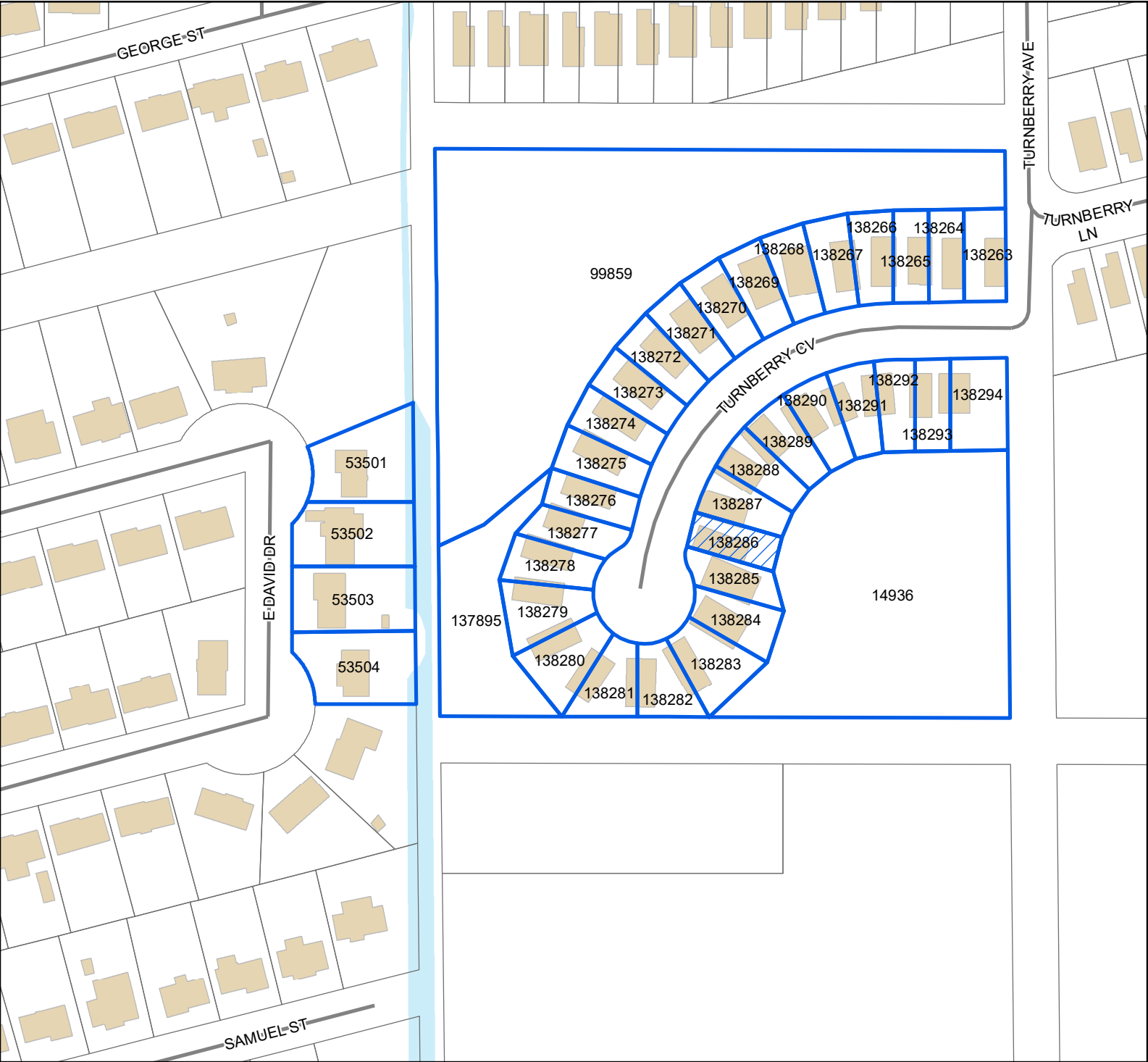

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

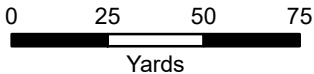
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

-  Site
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.024	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB037)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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.

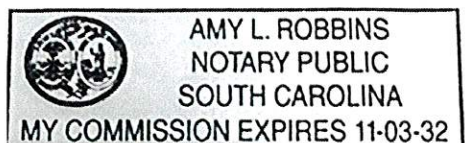
Mary Castro

Sworn to and subscribed before me this 7th day of March in the year of 2025

Amy Robbins

Notary Public

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



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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB038: Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB038

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05 foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance for a zero-lot line dwelling to have a side yard setback of 13.05 foot where 14 foot is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. It should be noted that the house was already built when a surveyor discovered that the side yard setback was off. This application was submitted to rectify the issue of the side yard setback.

- (a) The applicant notes that the subdivision was developed as a zero-lot line development allowing for smaller lot areas and a greater density of development. If the builder had adhered to the original approved site plan, there would be no current hardship.
- (b) In the application, the applicant cites that when the dwelling was constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback. Regardless, the building was built outside of the scope of what was approved and thus means that the hardship was directly caused by the applicant.
- (c) The applicant states that the structure on the property is completed and occupied. The applicant does not demonstrate that unnecessary hardship is created by the physical character of the property. However, the hardship was created by the builder who did not follow the approved site plan.
- (d) The applicant states the requested reduction in required exterior setbacks from 14 foot to 13.05 foot is negligible and should have no material impact on the quality of life and safety of the surrounding residents. It is clear to staff that that the applicant is not deprived of any right commonly enjoyed by others in the area as the reason for this request is due to buildings not being constructed to plan. Many of the homes in this same subdivision do not require this variance as they were constructed with the required setbacks.
- (e) The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant. It should be noted that technically the applicant will be receiving a special privilege, however, the applicant will only be varying from the required setback by inches. It is clear to staff that no hardship is faced, however, the denial of this variance would require at least partial demolition of the home.
- (f) This property is zoned R-1-7.5, and zero lot line dwellings are allowed by Planning Commission Approval case # 1010PC135.

EXECUTIVE SUMMARY

The applicant seeks a zero-lot line side yard setback of 13.05 foot where 14 foot is required. The City of Gulfport ordinance regarding zero lot line development requires no setback on one side of the property and a minimum of 14 feet on the other side. The construction of this home has been completed, and denial of this variance would require at least partial demolition of the structure. The need for this variance was caused by an error in construction which does not constitute a hardship.

Any approval should consider these conditions:

1. Approval allows for a side yard setback of 13.05 feet where 14 feet is required.

Technical Report

VARIANCE

2. Must comply with all current Building Codes and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 3/7/25.
<u>Public Works:</u>	No conditions. Memo dated 3/7/25.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/25.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/25.
<u>GIS:</u>	No conditions. Memo dated 3/7/25.
<u>Police Department:</u>	No comment as of 3/7/25.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/25.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/25.

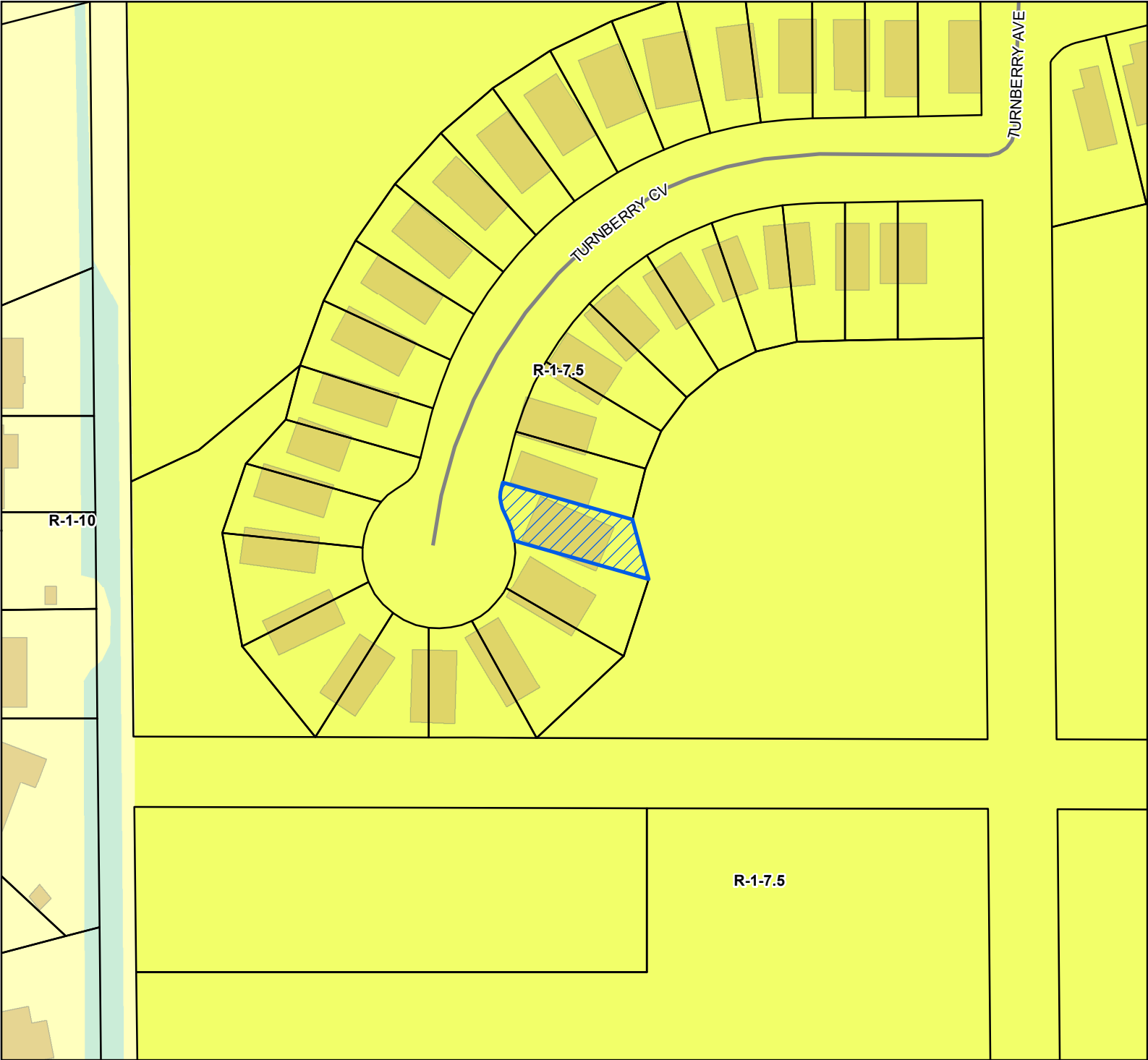
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





Site

Street

Parcels

Buildings

Water Features

Zoning

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

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

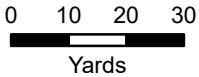
Site Information

0908P-01-006.023

Zoning: R-1-7.5 (Single Family)

Size: 3843.33 sqft

Flood: X



1 inch = 100 feet



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



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

WD
CASE NUMBER
2503 ~~2603~~ 8
2/4/25
R#13144378

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

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

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

TAX PARCEL NUMBERS

0	9	0	8	P	-	0	1	-	0	0	6	.	0	2	3
					-							.			
					-							.			
					-							.			

Property Address:

12089 Turnberry ~~Lane~~ ^{Cove}, Gulfport, MS 39503

Lot(s) 23 Block(s) _____ Subdivision Turnberry Gardens Subdivision

General Description of Request: The purpose of this request is to petition for the reduction of the exterior side yard setback from 14' to 13.05'

OWNERSHIP AND CERTIFICATION:

I certify that I have read and understand this application and that all information and attachments are true and correct. I 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:Jay Goel - GVIIM Turnberry LLC

Printed Name of Owner

157 Olympia Fields Drive

Mailing Address

Jackson

City

MS

State

39211

Zip Code

601-668-6421

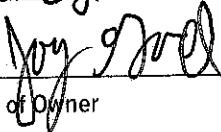
Home Phone

Work/Cell Phone

jygoel@gmail.com

Email

Signature of Owner

**AGENT:**Jack Schmidt - MP Design Group

Printed Name of Agent

916 Howard Avenue, Suite F.

Mailing Address

Biloxi

City

MS

State

39530

Zip Code

228-358-1950

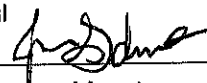
Home Phone

Work/Cell Phone

jschmidt@mpdesigngroup.us

Email

Signature of Agent



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

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

Name of Owner (PRINT) _____

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: _____



DESIGNATION OF AGENT

I, Jay Gael being property owner of 09068-01-006.023
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt - MP 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 petition.

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

SIGNATURE

Jay Gael

DATE

1/16/25

New York

New York

STATE OF MISSISSIPPI | COUNTY OF HARRISON

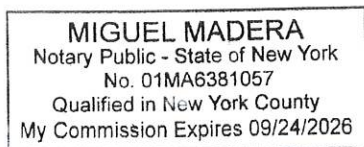
Given under my hand and seal of office this the 16 day of Jan, 2025

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026





COVENANT AFFIDAVIT

I, Jay Goed being property owner or agent of the property 0906P-01-006.023
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

Jay Goed

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 2025

NOTARY PUBLIC

[Signature]

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

COMMISSION EXPIRATION

09/24/2026



January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 23 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.05' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP



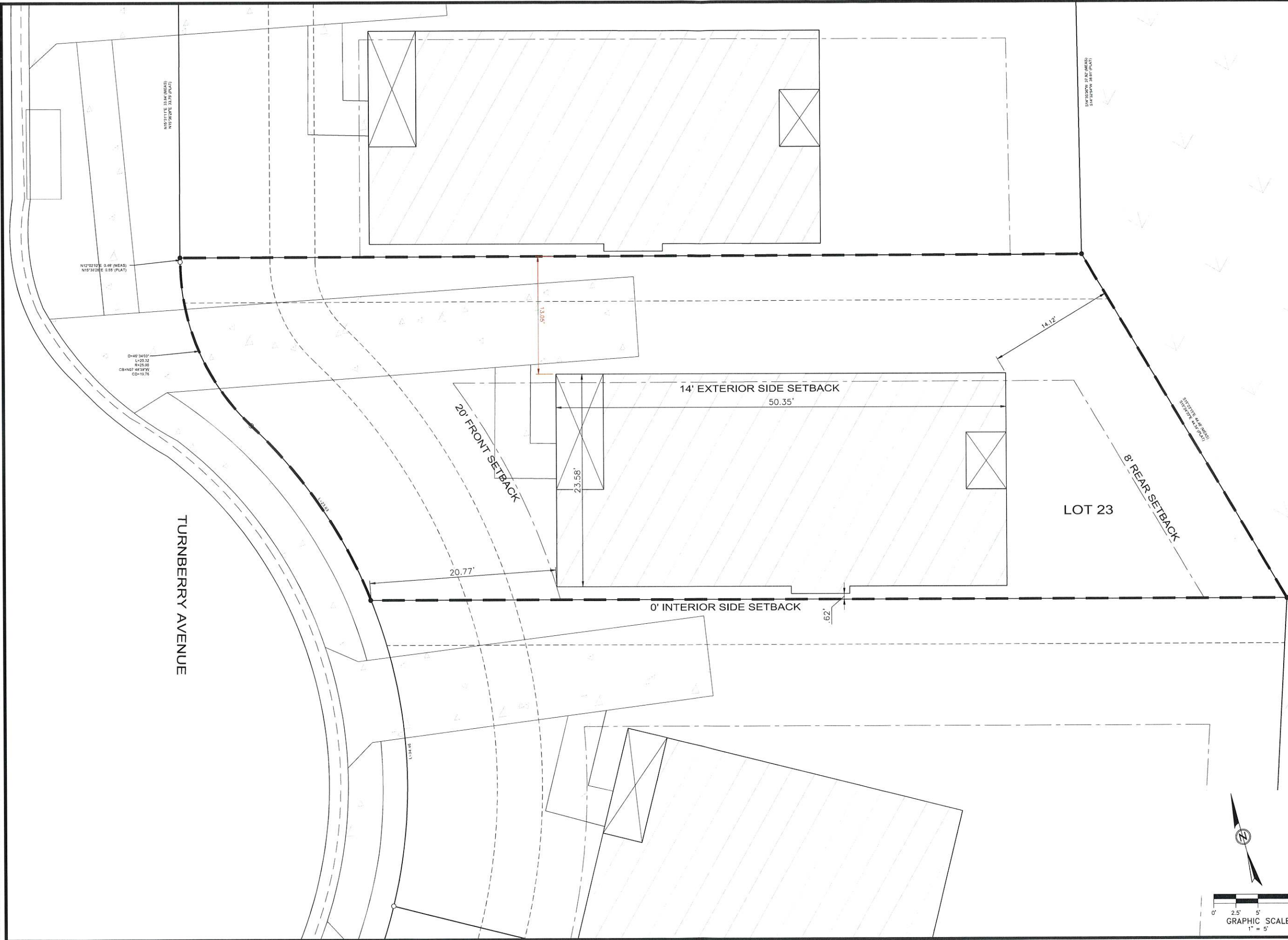
Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950

PRINTED: 1/2/2025 2:27 PM BY: Jack Schmitt LAST SAVED: 1/2/2025 2:26 PM BY: jschmidt
m:\0077_machado-patano miscellaneous\2024\0077.24.089_turnberry gardens\02-civil\03-production\03-production drawings\turnberry gardens variance site plans.dwg



YOUR PROJECT - OUR PRIORITY - NO EXCUSES

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MP
DESIGN GROUP

MACHADO - PATANO - KILPATRICK - JONES

918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS

VARIANCE REQUEST

TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED

PROJECT NO: 0077.24.089

DRAWN BY: JMS

CHECKED BY: JMS

SITE PLAN
LOT 23

NO.	DATE	REVISION / SUBMITTAL
REV A	01.07.2024	ISSUED FOR VARIANCE REQUEST

EX-04

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

	Scenario 1
Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

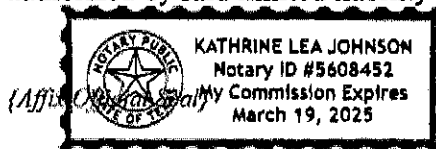
[Signature page attached hereto]

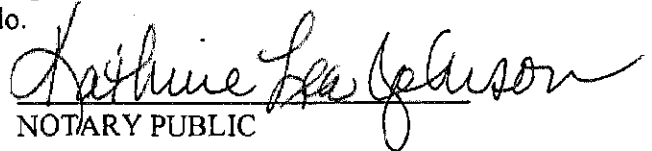
GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



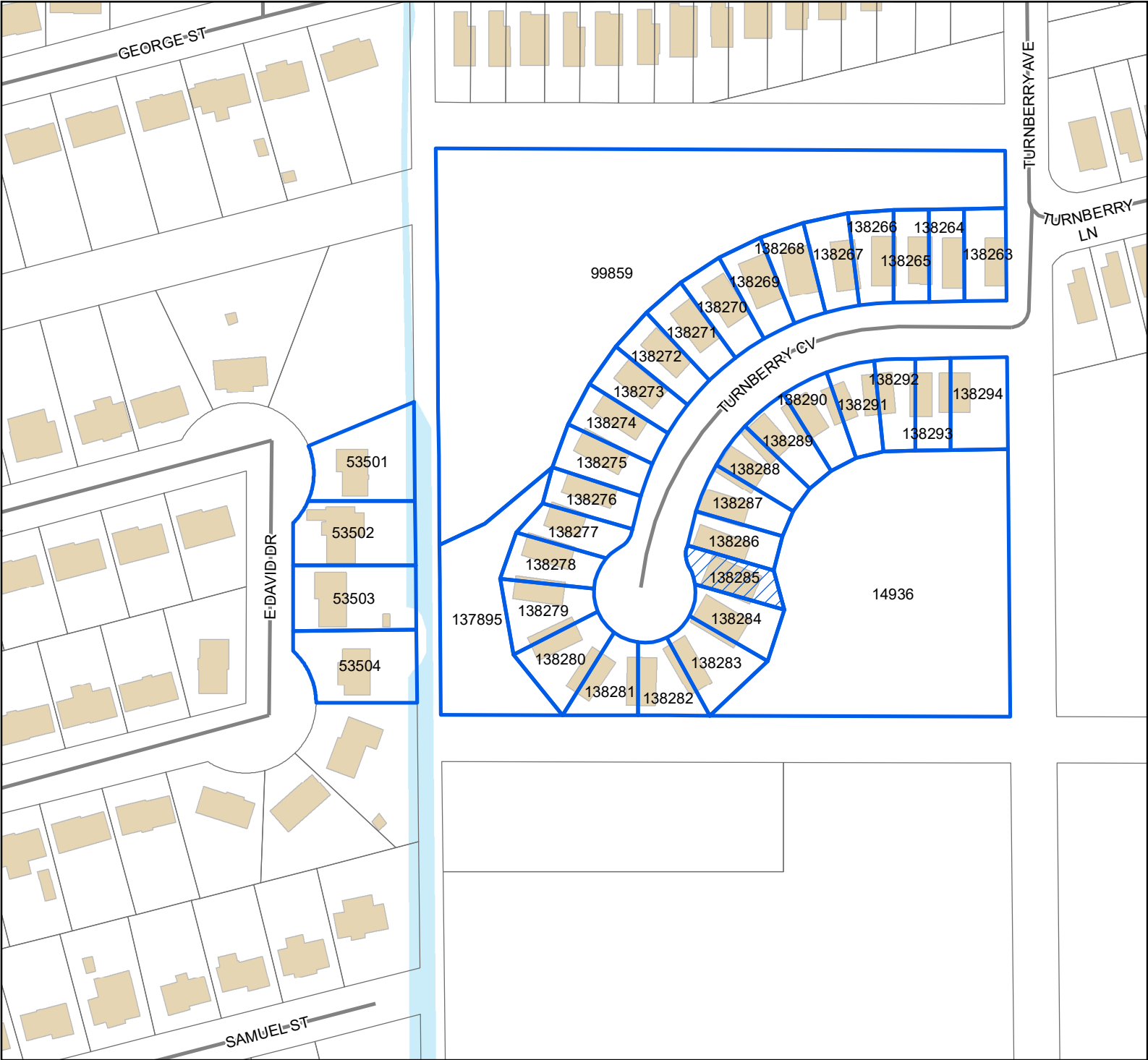

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

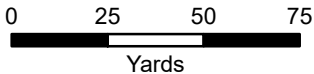
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

-  Site
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.023	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB038)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



The Beaufort Gazette
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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 7th day of March in the year of 2025

Amy Robbins

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.



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA

MY COMMISSION EXPIRES 11-03-32

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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB039: Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB039

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance for a zero-lot line dwelling to have a side yard setback of 13.35 feet where 14 feet is required. This property already has a dwelling unit located on it, however a surveyor discovered that the side yard setback was incorrect. This application is to rectify this.

- (a) The applicant states that the subdivision was developed as a zero-lot line development allowing for smaller lot areas and a greater density of development. Ultimately, this lot was a part of the zero-lot line developed in approved case 1010PC135. The reason for this variance was caused by the developer building the home in the incorrect location.
- (b) The applicant states that when the dwelling was constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback. This does not justify going out of the original scope of what was approved. Due to this, the applicant is the direct cause of their hardship.
- (c) The applicant states that the structure on the property is completed and occupied. This does not sufficiently answer the question as it does not show how a change to the ordinance would or would not provide a reasonable solution. Regardless, the hardship was created by the builder who did not follow the approved site plan.
- (d) The applicant states the requested reduction in required exterior setbacks from 14 feet to 13.35 feet is negligible and should have no material impact on the quality of life and safety of the surrounding residents. Upon inspection of the surrounding area, approval of this case and all cases related to this subdivision would establish precedence in this area.
- (e) The applicant states that no special rights will be conferred upon them. The request is a part of a large group of requests for this subdivision for similar reasons. While approval of this request would establish precedence, if all other requests are approved this would be in
- (f) This property is zoned R-1-7.5, and zero lot line dwellings are allowed by Planning Commission Approval case # 1010PC135.

EXECUTIVE SUMMARY

The applicant seeks a zero-lot line side yard setback of 13.35 feet where 14 feet is required. In zero lot line developments there shall be no minimum side yard required on one side and 14 feet on the opposite side. While approval of this case would establish precedence in this area, this application is a part of a larger submission of applications for this area with similar requests. If those requests are approved as well, then this application would be in line with this area.

Any approval should consider these conditions:

- 1. Approval allows for a side setback of 13.35 feet where 14 feet is required.
- 2. Must comply with all zoning rules and regulations.
- 3. Must comply with all current Building Codes and City of Gulfport Ordinances

Technical Report

VARIANCE

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 3/7/2025.
<u>Public Works:</u>	No conditions. Memo dated 3/7/2025.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/2025.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/2025.
<u>GIS:</u>	No conditions. Memo dated 3/7/2025.
<u>Police Department:</u>	No comment as of 3/7/2025.
<u>Fire Department:</u>	No conditions. Memo dated 02/25/2025.
<u>City Arborist:</u>	No conditions. Memo dated 02/25/2025.
<u>Landscape Manager:</u>	No conditions. Memo dated 02/27/2025.

DIRECTOR APPROVAL

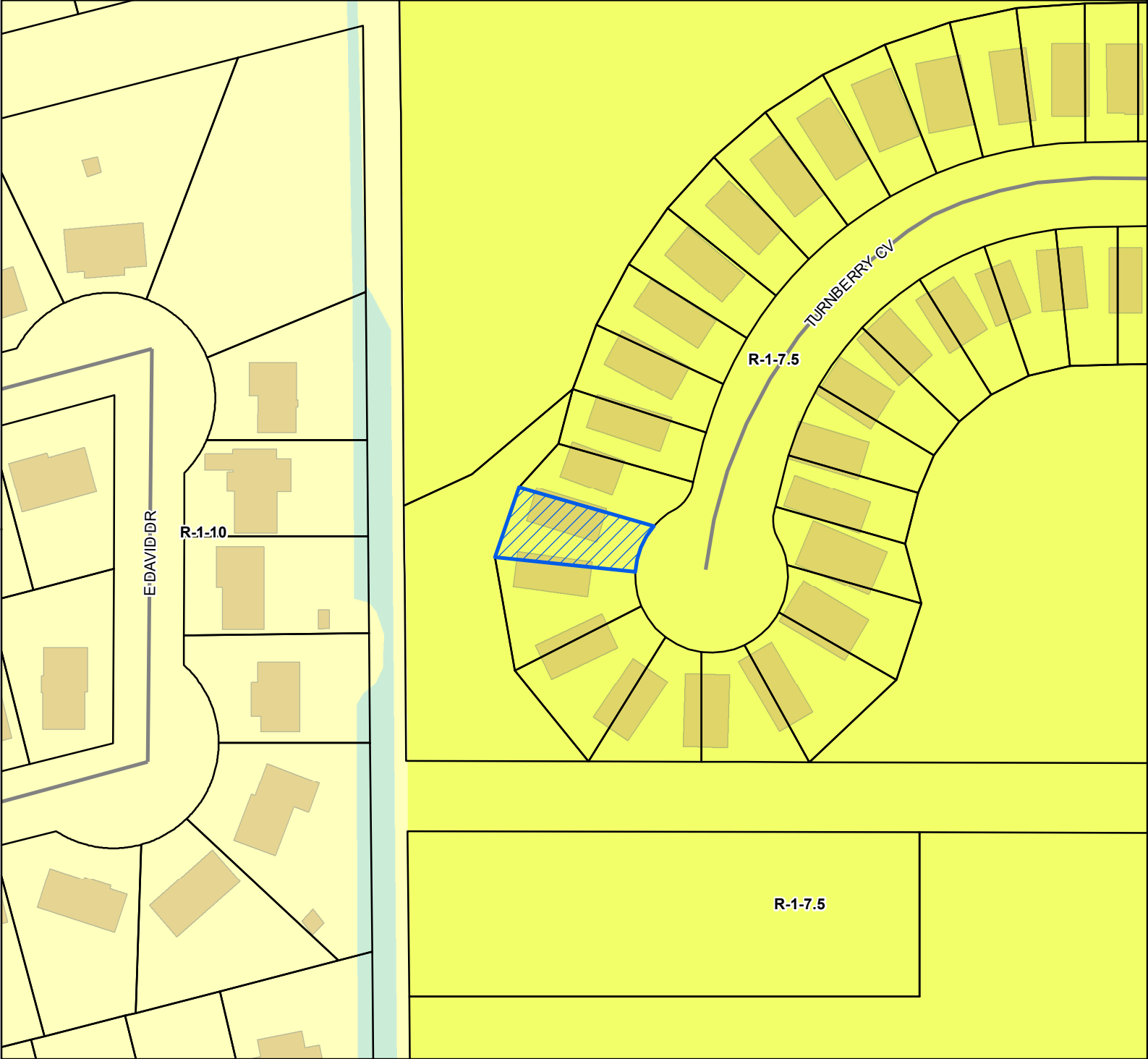
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department





Site

Street

Parcels

Buildings

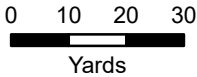
Water Features

Zoning

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

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

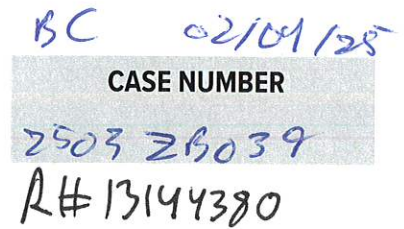
Site Information
0908P-01-006.016
Zoning: R-1-7.5 (Single Family)
Size: 4345.11 sqft
Flood: X



1 inch = 100 feet



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



OWNER:Joy Goel - GVIIM Turnberry LLC

Printed Name of Owner

157 Olympic Fields Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-666-6421

Home Phone

Work/Cell Phone

joygoel@gmail.com

Email

Joy Goel

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

916 Howard Avenue, Suite F

Mailing Address

Biloxi MS 39530

City

State

Zip Code

228-386-1950

Home Phone

Work/Cell Phone

jschmidt@mpdesigngroup.ms

Email

Jack Schmidt

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: _____

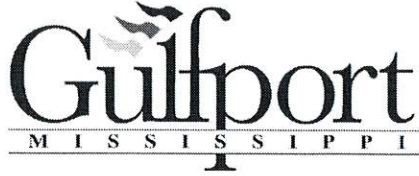
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Jay Guel being property owner of 0908P-01-006.016
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt - MP 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 petition.

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

SIGNATURE

Jay Guel

DATE

1/16/25

New York *New York*
STATE OF MISSISSIPPI | COUNTY OF HARRISON

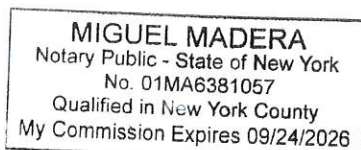
Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026





COVENANT AFFIDAVIT

I, Jay Guel being property owner or agent of the property 0906P-01-006.016
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

Jay Guel

DATE

1/16/25

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

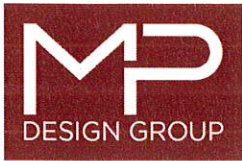
NOTARY PUBLIC

[Signature]

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

COMMISSION EXPIRATION

09/24/2026



YOUR PROJECT • OUR PRIORITY • NO EXCUSES

January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 16 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the front corner to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 13.35' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP

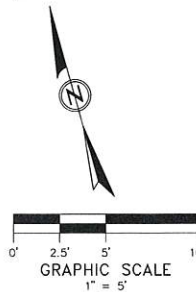


Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950



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YOUR PROJECT • OUR PRIORITY • NO EXCUSES

MP
DESIGN GROUP
MACHADO · PATANO · KILPATRICK · JON

918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

**PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT**

TURNBERRY GARDENS

VARIANCE REQUEST

TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED
PROJECT NO: 0077.24.089
DRAWN BY: JMS
CHECKED BY: JMS

SITE PLAN
LOT 16

[illegible]

EX-03

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

- (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
 - (2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).
- Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a "**Single Purpose Entity**," which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personality as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
- (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
- (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
- (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
- (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
- (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.

- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel	
157 Olympia Fields Dr.	
Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC
2727 Kirby Drive, Suite 15C
Houston, TX 77098
Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC
157 Olympia Fields Drive
Jackson, MS 39211
Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
Suite 100
Jackson, Mississippi 39201
601-948-3101
Attn: Ken Harmon
Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

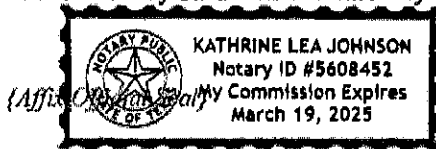
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Throckmorton

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



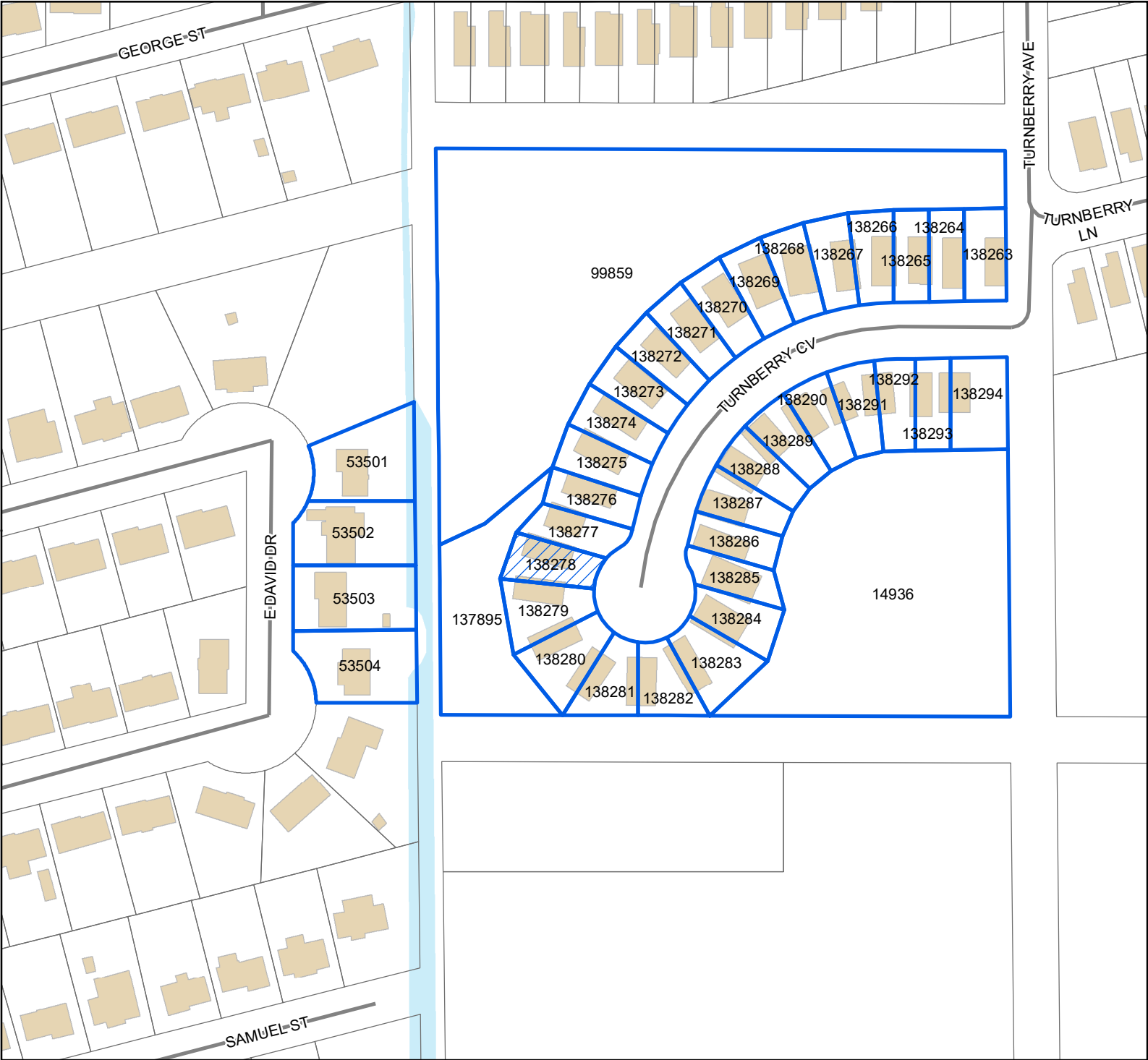

NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

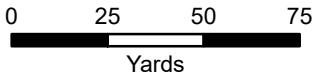
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

- Site
- Street
- Buildings
- Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.016	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB039)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCH POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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 7th day of March in the year of 2025

Amy Robbins

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.



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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



URBAN DEVELOPMENT
PLANNING & ZONING
PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE
228.868.5710 | PLANNERS@GULFPORT-MS.GOV

ZONING BOARD OF ADJUSTMENT AND APPEALS

CASE #

Hearing Date: Thursday, March 20, 2025

Variance 2503ZB040: Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2503ZB040

Hearing Date: March 20, 2025

Current Zoning/Use: R-1-7.5 / Zero Lot Line

Legal: Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66 feet side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance for a zero-lot line dwelling to have a side yard setback of 12.66 feet where 14 feet is required. This property already has a dwelling unit located on it, however a surveyor discovered that the side yard setback was incorrect. This application is to rectify this.

- (a) The applicant states that the subdivision was developed as a zero-lot line development allowing for smaller lot areas and a greater density of development. Ultimately, this lot was a part of the zero-lot line developed in approved case 1010PC135. The reason for this variance was caused by the developer building the home in the incorrect location.
- (b) The applicant states that when the dwelling was constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback. This does not justify going out of the original scope of what was approved. Due to this, the applicant is the direct cause of their hardship.
- (c) The applicant states that the structure on the property is completed and occupied. This does not sufficiently answer the question as it does not show how a change to the ordinance would or would not provide a reasonable solution. Regardless, the hardship was created by the builder who did not follow the approved site plan.
- (d) The applicant states the requested reduction in required exterior setbacks from 14 feet to 12.66 feet is negligible and should have no material impact on the quality of life and safety of the surrounding residents. Upon inspection of the surrounding area, approval of this case and all cases related to this subdivision would establish precedence in this area.
- (e) The applicant states that no special rights will be conferred upon them. The request is a part of a large group of requests for this subdivision for similar reasons. While approval of this request would establish precedence, if all other requests are approved this would be in
- (f) This property is zoned R-1-7.5, and zero lot line dwellings are allowed by Planning Commission Approval case # 1010PC135.

EXECUTIVE SUMMARY

The applicant seeks a zero-lot line side yard setback of 12.66 feet where 14 feet is required. In zero lot line developments there shall be no minimum side yard required on one side and 14 feet on the opposite side. While approval of this case would establish precedence in this area, this application is a part of a larger submission of applications for this area with similar requests. If those requests are approved as well, then this application would be in line with this area.

Any approval should consider these conditions:

- 1. Approval allows for a side setback of 12.66 feet where 14 feet is required.
- 2. Must comply with all zoning rules and regulations.
- 3. Must comply with all current Building Codes and City of Gulfport Ordinances

Technical Report

VARIANCE

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 3/7/2025.
<u>Public Works:</u>	No conditions. Memo dated 3/7/2025.
<u>Traffic and Safety:</u>	No conditions. Memo dated 3/7/2025.
<u>Building Code Services:</u>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 3/4/2025.
<u>GIS:</u>	No conditions. Memo dated 3/7/2025.
<u>Police Department:</u>	No comment as of 3/7/2025.
<u>Fire Department:</u>	No conditions. Memo dated 2/25/2025.
<u>City Arborist:</u>	No conditions. Memo dated 2/25/2025.
<u>Landscape Manager:</u>	No conditions. Memo dated 02/27/2025.

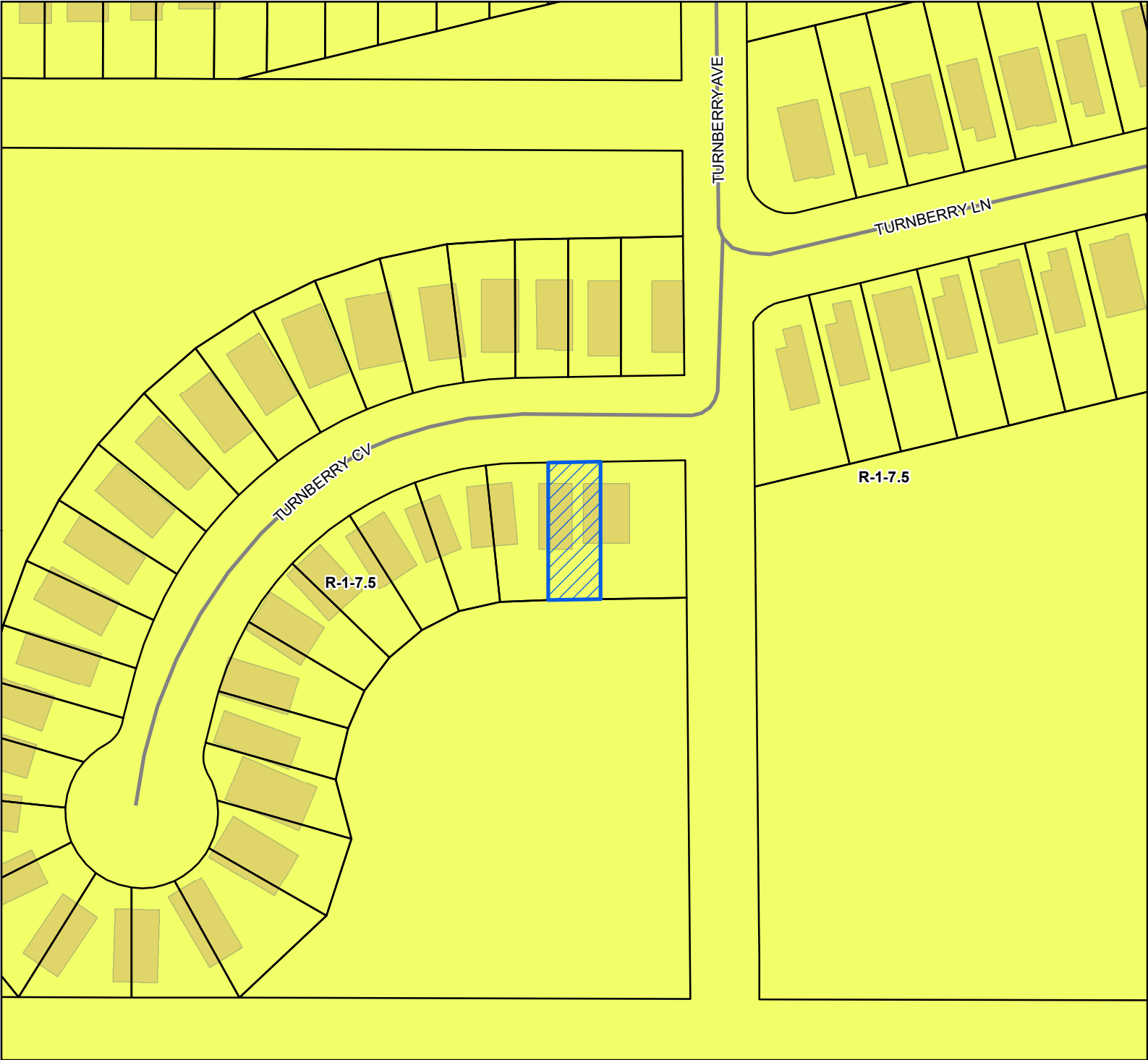
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





 Site

 Street

 Parcels

 Buildings

Zoning

R-1-7.5 - Single Family

 Residence District (Low Density)

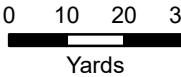
Site Information

0908P-01-006.031

Zoning: R-1-7.5 (Single Family)

Size: 3769.48 sqft

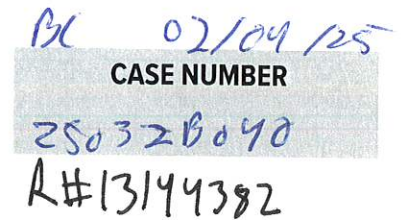
Flood: X



1 inch = 100 feet



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



OWNER:Jay Geel - GRIM Timberry LLC

Printed Name of Owner

157 Olympia Fields Drive

Mailing Address

Jackson MS 39211

City

State

Zip Code

601-666-6421

Home Phone

Work/Cell Phone

jaygeel@gmail.com

Email

Signature of Owner

AGENT:Jack Schmidt - MP Design Group

Printed Name of Agent

916 Hemlock Avenue, Suite F.

Mailing Address

Biloxi MS 39530

City

State

Zip Code

228-388-1450

Home Phone

Work/Cell Phone

jschmidt@mpdesigngroup.us

Email

Signature of Agent

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

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

Name of Owner (PRINT) _____

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: _____

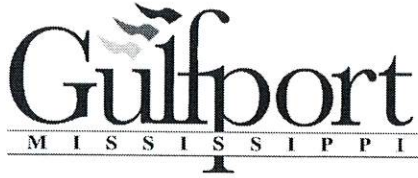
Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____



DESIGNATION OF AGENT

I, Jay Guel being property owner of 0906P-01-006-031
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jack Schmidt - MP 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 petition.

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

SIGNATURE

Jay Guel

DATE

1/16/25

New York

New York

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

COMMISSION EXPIRATION

09/24/2026

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026



COVENANT AFFIDAVIT

I, Jay Geel being property owner or agent of the property 0908P-01-006.031
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

Jay Geel

DATE

1/16/25

New York New York
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 16 day of Jan, 20 25

NOTARY PUBLIC

[Signature]

MIGUEL MADERA
Notary Public - State of New York
No. 01MA6381057
Qualified in New York County
My Commission Expires 09/24/2026

COMMISSION EXPIRATION

08/24/2026



David J. Machado, PE
Brad P. Patano, PE
Gerrod W. Kilpatrick, PE
Bradford A. Jones, AIA

YOUR PROJECT • OUR PRIORITY • NO EXCUSES

January 22nd, 2025

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

RE: Turnberry Gardens Subdivision – Lot 31 Exterior Side Yard Variance Request
MP Project No.: 0077.24.089

Please find the following responses to the required variance questions below:

- 1. Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The subdivision was developed as a zero lot line development allowing for smaller lot areas and a greater density of development. In this case, the lot configuration and setback requirements dictated that the house be constructed on, or as close as possible to, the interior property line and oriented in such a way that it could be compliant with the exterior side setback.

- 2. Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

When constructed, the structure was not aligned properly with the side exterior setback causing the structure to encroach on the side exterior setback.

- 3. Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property cannot comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

The structure on the property is completed and occupied. The structure cannot be modified in a way that is economically viable and will not cause the current occupant to be displaced for an extended period of time.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The requested reduction in required exterior setback from 14' to 12.66' is negligible and should have no material impact quality of life and safety of the surrounding residents.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

The setback variance requested is relatively insignificant and will not grant any special benefit to the applicant.

6. **State whether the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

The proposed, and existing, use of a single family residential structure is permissible by right.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

MP DESIGN GROUP

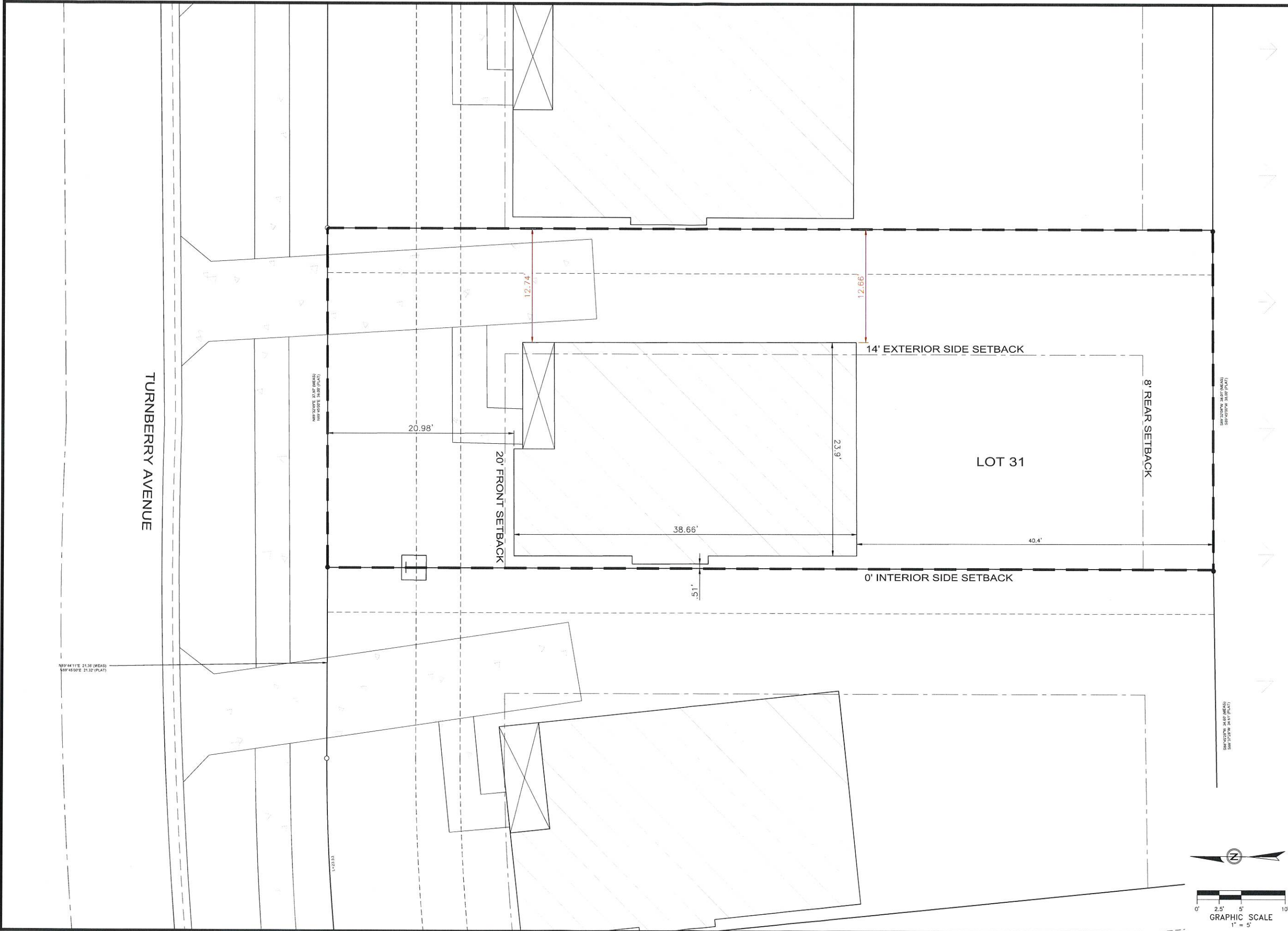


Jack Schmidt, PE

Civil Engineer

jschmidt@mpdesigngroup.us

228-388-1950



MP
DESIGN GROUP

MACHADO · PATANO · KILPATRICK · JONES

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P: 228.388.1950
www.mpdesigngroup.us

YOUR PROJECT · OUR PRIORITY · NO EXCUSES

PLANS WITHOUT REGISTERED
ENGINEER/ARCHITECT STAMP
AND SIGNATURE ARE
CONSIDERED "NOT FOR
CONSTRUCTION" AND SHALL
NOT BE USED IN ANY MANNER
FOR CONSTRUCTION OR
PERMITTING OF SAID PROJECT.

TURNBERRY GARDENS
VARIANCE REQUEST
TURNBERRY AVENUE
GULFPORT, MS 39503

SCALE: AS INDICATED
PROJECT NO: 0077.24.089
DRAWN BY: JMS
CHECKED BY: JMS

SITE PLAN
LOT 31

NO.	DATE	REVISION / SUBMITTAL
REV A	01.07.2024	ISSUED FOR VARIANCE REQUEST

EX-11

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
1" = 5'
IF NOT ONE INCH ON THIS SHEET, ADJUST
SCALES ACCORDINGLY

Operating Agreement
GVIM Turnberry, LLC,
a Mississippi Limited Liability Company

THIS OPERATING AGREEMENT of GVIM Turnberry, LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Mississippi limited liability company under the Revised Mississippi Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Mississippi. The Members hereby adopt and approve the certificate of formation of the Company filed with the Mississippi Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Revised Mississippi Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Revised Mississippi Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

Percentage Interest = MU divided by TU

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are deemed needed by the Manager, Members will receive written notification with two (2) business days to fund Subsequent Capital Contributions. Should any Member elect to not fund their pro-rata share, the remaining Members may fund the share increasing their relative ownership of the company and thereby diluting the ownership of any Members that chose to not fund the Subsequent Capital Contributions.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Revised Mississippi Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions.

A. The Manager will distribute the first \$2,500,000 of combined net cash flows, refinancing proceeds, and net sale proceeds to the Owners based on Exhibit A's capital contribution table ("Initial Capital Accounts") on a pro-rata basis.

B. After the Initial Capital Accounts are paid down to zero, the Owners will split the additional proceeds based on Exhibit A, Scenario 1.

C. Should the combined cash flows from operations and refinancing proceeds, partial sale and recapitalization proceeds pay off a minimum of 50% of the Initial Capital Accounts within 5 years of closing the initial acquisition financing, the Owners will split operating cash flows based on Exhibit A, Scenario 1. Any additional refinancing or sale proceeds will be distributed pro rata until the Initial Capital Accounts are paid down to zero.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Revised Mississippi Limited Liability Company Act, the business and affairs of the Company will be managed by the "Manager".

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Revised Mississippi Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved

by the Manager, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of the Manager authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members as well as the Manager in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

4.3 Appointment. The Manager of the Company shall be Joy Kumar Goel.

4.4 Management Fee. Joy Kumar Goel may collect a fee ("Asset Manager Fee") of up to \$25,000 per year for asset management services. The Asset Manager Fee will accrue if cash flows from operations are not sufficient to pay the fee at the sole discretion of the Manager.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the

Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 90 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Revised

Mississippi Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Revised Mississippi Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Revised Mississippi Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Revised Mississippi Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding 2/3 of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

7.3 Events of Dissociation. A Person ceases to be a Member of the Company:

(a) Upon the Member's withdrawal or transfer of Membership Interests pursuant to Section 7.1 above.

(b) Upon the events and circumstances set forth in the Mississippi Limited Liability Company Act.

(c) A Member does not have the right to withdraw by voluntary act without the unanimous consent of the other Members.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;

(b) Entry of a decree of judicial dissolution under Revised Mississippi Limited Liability Company Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company's assets;

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Mississippi law. "Proceeding," as used in this

Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Mississippi law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Revised Mississippi Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all

of the Members, except as otherwise required or permitted by the Revised Mississippi Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Mississippi. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

10.8 Exhibit B. For so long as the Company has a loan with Freddie Mac the provisions of Exhibit B will apply to the Company. Capitalized terms and section references in Exhibit B shall have the meanings set forth in the Loan Agreement with Freddie Mac. Exhibit B will automatically sunset upon repayment of the Freddie Mac loan.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/6/24



GVIM Pebble Creek JKG LLC
By Joy Kumar Goel

Euro American Investments LLC
By Yogesh Kumar Goel


Euro American Investments LLC
By Yogesh Kumar Goel

EXHIBIT A
MEMBERS, CAPITAL ACCOUNTS, PROFIT SPLITS

The Members of the Company and their respective addresses, Capital Contributions, Ownership Interests, and Depreciation Allocations are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Initial Capital Accounts

Euro American Investments LLC	\$2,250,000	90.00%
GVIM Pebble Creek JKG LLC	\$250,000	10.00%
Total	\$2,500,000	100.00%

Profit Splits

Scenario 1

Euro American Investments LLC	63.00%
GVIM Pebble Creek JKG LLC	37.00%
Total	100.00%

EXHIBIT B

Single Purpose Entity Requirements.

- (a) Single Purpose Entity Requirements. Until the Indebtedness is paid in full, each Borrower and any SPE Equity Owner will remain a “**Single Purpose Entity**,” which means at all times since its formation it has satisfied, and after the Effective Date it will continue to satisfy, each of the following conditions:
- (i) It will not engage in any business or activity, other than the ownership, operation, and maintenance of the Mortgaged Property and activities incidental thereto.
 - (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop, or improve any assets other than the Mortgaged Property and such Personalty as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
 - (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
 - (iv) It will not merge or consolidate with any other Person.
 - (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under this Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
 - (vi) It will not, without the prior unanimous written consent of all of Borrower's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of Borrower or SPE Equity Owner, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or any SPE Equity Owner be adjudicated bankrupt or Insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against Borrower or any SPE Equity Owner.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or any SPE Equity Owner under any applicable federal or state law relating to bankruptcy or insolvency.

- (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for Borrower or a substantial part of its property or for any SPE Equity Owner or a substantial part of its property.
- (G) Make any assignment for the benefit of creditors of Borrower or any SPE Equity Owner.
- (H) Admit in writing Borrower's or any SPE Equity Owner's inability to pay its debts generally as they become due.
- (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in this Section 6.13.
- (viii) It will not own any subsidiary or make any investment in, any other Person.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness, the Senior Indebtedness, if applicable, and any further indebtedness as described in Section 11.11 with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property, provided such trade payables meet the following conditions:
 - (1) They are not evidenced by a promissory note.
 - (2) They are paid within 60 days of the date incurred.
 - (3) In the aggregate, they do not exceed at any time the Trade Payables Maximum.
 - (C) through (H) are reserved.
- (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on Borrower's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Borrower or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) Except for each of the following, it will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person:
 - (A) Any guaranty that has been executed and delivered in connection with the Note.
 - (B) and (C) are reserved.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless Borrower (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations and will pay its debts and liabilities from its own assets as such debts and liabilities become due; provided, however, that nothing in this Section 6.13(a)(xviii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.
- (xx) It will pay (or cause the Property Manager to pay on behalf of Borrower from Borrower's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section 6.13(a)(xx) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.

- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
 - (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
 - (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section 6.13(a)(xxiii) will require any member or partner of Borrower or any Borrower Principal to make any equity contribution to Borrower.
 - (xxiv) If such entity is a single member limited liability company, such entity will satisfy each of the following conditions:
 - (A) Be formed and organized under Delaware law.
 - (B) Have either one springing member that is a corporation or two springing members who are natural persons. If there is more than one springing member, only one springing member will be the sole member of Borrower or SPE Equity Owner (as applicable) at any one time, and the second springing member will become the sole member only upon the first springing member ceasing to be a member.
 - (C) Reserved
 - (D) Otherwise comply with all Rating Agencies' criteria for single member limited liability companies (including the delivery of Delaware single member limited liability company opinions acceptable in all respects to Lender).
 - (E) At all times Borrower or SPE Equity Owner (as applicable) will have one and only one member.
 - (xxv) If such entity is a single member limited liability company that is board-managed, such entity will have a board of Managers separate from that of Guarantor and any other Person and will cause its board of Managers to keep minutes of board meetings and actions and observe all other Delaware limited liability company required formalities.
 - (xxvi) If an SPE Equity Owner is required pursuant to this Loan Agreement, if Borrower is (A) a limited liability company with more than one member, then Borrower has and will have at least one member that is an SPE Equity Owner that has satisfied and will satisfy the requirements of Section 6.13(b) and such member is its managing member, or (B) a limited partnership, then all of its general partners are SPE Equity Owners that have satisfied and will satisfy the requirements set forth in Section 6.13(b).
 - (xxvii) and (xxviii) are reserved.
- (b) SPE Equity Owner Requirements.

- (i) If "Required" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and this Section 6.13(b) will apply.

If, however, "Not applicable" is selected in the **SPE Equity Owner** table in Section 1.02, then Borrower will not be required to maintain an SPE Equity Owner in its organizational structure during the term of the Loan and all references to SPE Equity Owner in this Loan Agreement are not applicable.
- (ii) SPE Equity Owner, if applicable, will at all times since its formation and thereafter comply in its own right (subject to the modifications set forth below), and will cause Borrower to comply, with each of the requirements of a Single Purpose Entity set forth in Section 6.13(a). Upon the withdrawal or the disassociation of an SPE Equity Owner from Borrower, Borrower will immediately appoint a new SPE Equity Owner, whose organizational documents are substantially similar to those of the withdrawn or disassociated SPE Equity Owner, and if a nonconsolidation opinion was delivered on the Effective Date, deliver a new nonconsolidation opinion to Lender in form and substance satisfactory to Lender with regard to nonconsolidation by a bankruptcy court of the assets of each of Borrower and SPE Equity Owner with those of its Affiliates.
- (iii) With respect to Section 6.13(a)(i), SPE Equity Owner will not engage in any business or activity other than being the managing member or general partner, as the case may be, of Borrower and owning at least (A) 0.5% equity interest in Borrower if SPE Equity Owner is a managing member of Borrower, and (B) 0.1% equity interest in Borrower if SPE Equity Owner is a general partner of Borrower.
- (iv) With respect to Section 6.13(a)(ii), SPE Equity Owner has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related to its interest in Borrower.
- (v) With respect to Section 6.13(a)(viii), SPE Equity Owner will not own any subsidiary or make any investment in any other Person, except for Borrower.
- (vi) With respect to Section 6.13(a)(x), SPE Equity Owner has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) customary unsecured trade payables incurred in the ordinary course of owning Borrower provided such unsecured trade payables are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and (B) in its capacity as general partner of Borrower (if applicable).
- (vii) With respect to Section 6.13(a)(xiv), SPE Equity Owner will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person, except for in its capacity as general partner of Borrower (if applicable).
- (c) Effect of Transfer on Single Purpose Entity Requirements. Notwithstanding anything to the contrary in this Loan Agreement, no Transfer will be permitted under Article VII unless the provisions of this Section 6.13 are satisfied at all times.

(d) and (e) are reserved.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
GVIM Turnberry LLC	Legal
Turnberry Cove	Fictitious Name

Business Information

Business Type:	Limited Liability Company
Business ID:	1440703
Status:	Good Standing
Effective Date:	05/02/2024
State of Incorporation:	Mississippi
Principal Office Address:	157 Olympia Fields Dr., 157 Olympia Fields Dr. Jackson, MS 39211

Registered Agent

Name
Joy Goel
157 Olympia Fields Dr.
Jackson, MS 39211

Officers & Directors

Name	Title
Joy Goel 157 Olympia Fields Dr. Jackson, MS 39211	Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0025414-D-J1
FILED/RECORDED 12/27/2024 12:55:03 PM
TOTAL FEES \$26.00
4 PAGES RECORDED

GRANTOR:

GCMF, LLC

2727 Kirby Drive, Suite 15C

Houston, TX 77098

Telephone: 601-291-3894

GRANTEE:

GVIM Turnberry LLC

157 Olympia Fields Drive

Jackson, MS 39211

Telephone: 601-668-6421

INDEXING INSTRUCTIONS: Lots 6-32, TURNBERRY GARDENS SUBDIVISION, City of
Gulfport, First Judicial District of Harrison County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC

190 East Capitol Street

Suite 100

Jackson, Mississippi 39201

601-948-3101

Attn: Ken Harmon

Mississippi Bar No. 3091

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **GCMF, LLC, a Mississippi limited liability company ("Grantor")**, does hereby grant, bargain, sell, convey and warrant specially unto **GVIM Turnberry LLC, a Mississippi limited liability company ("Grantee")**, the following described land and property lying and being situated in the First Judicial District of Harrison County, State of Mississippi, to-

wit:

Lots Six thru Thirty-two (6-32), Inclusive, TURNBERRY GARDENS SUBDIVISION, City of Gulfport, Mississippi, a 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, in Plat Book 54 at Page 33 thereof, reference to which is hereby made in aid of and as a part of this description.

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all of Grantor's lands or right to land contiguous or adjacent to the land and property described on Exhibit "A" attached hereto, including but not limited to all easements and rights-of-way appurtenant to the property and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property.

Grantor hereby covenants that Grantor will warrant and defend the title to said premises unto the said Grantee, and unto Grantee's successors and assigns, against the lawful claims and demands of all persons claiming under or through Grantor, but not otherwise.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "A", which is attached hereto and incorporated herein (the "Permitted Exceptions").

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof, and Grantee shall pay such taxes when due and payable.

WITNESS THE SIGNATURE of the undersigned as of the 27th day of December, 2024.

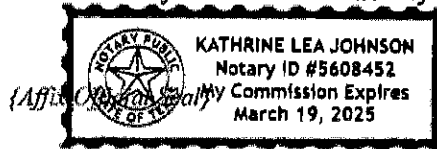
[Signature page attached hereto]

GCMF, LLC,
a Mississippi limited liability company

By: 
Amit Goel, Manager and Member

STATE OF Texas
COUNTY OF Thurs

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December 2024, within my jurisdiction, the within named Amit Goel, who acknowledged that he is the sole member and manager of GCMF, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



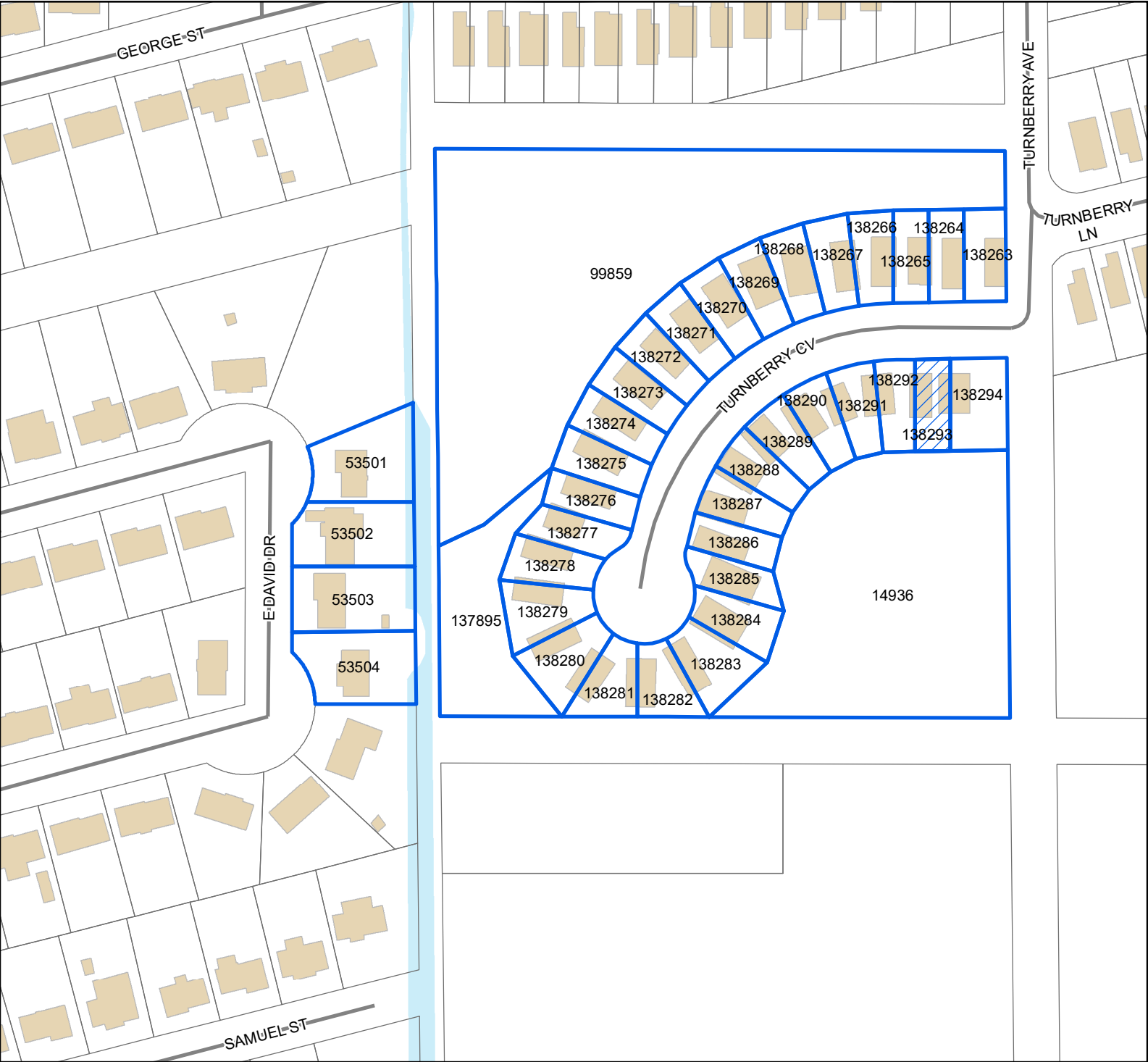
Kathrine Lea Johnson
NOTARY PUBLIC

My commission expires: March 19, 2025

EXHIBIT "A"

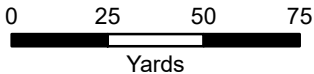
Permitted Exceptions

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
2. General and special taxes for the year 2024 and subsequent years.
3. All matters shown on the Final Plat of Turnberry Gardens Subdivision, City of Gulfport, Mississippi, a zero lot line development, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 54 at Page 33, on February 28, 2011.
4. Easement to Coast Electric Power Association as recorded in the office of the Chancery Clerk on April 6, 2011 in Instrument Number 2011-2413-D-J1.
5. Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, as recorded in the office of the Chancery Clerk on November 10, 2011, in Instrument Number 2011-7887-D-J1, as amended by Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Turnberry Gardens Subdivision, both executed by GCMF, LLC, a Mississippi limited liability company, as the Declarant, and recorded simultaneously herewith.



Legend

- Site
- Street
- Buildings
- Water Features



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908P-01-006.031	GVIM TURNBERRY LLC (OWNER)	157 OLYMPIAN FIELDS DRIVE	JACKSON	MS	39211
			JACK SCHMIDT (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530
			Adjacent Property Owners (2503ZB040)				
	53504	0908O-02-052.000	NGUYEN HIEN QUANG	127 PITCHER POINT AVE	LONG BEACH	MS	39560
	53502	0908O-02-020.000	TOMPKINS TEDDY W -TRUSTEE-	8661 VICTORY LN	BILOXI	MS	39532
	53501	0908O-02-019.000	WILSON LARRY VAN ETAL	601 E DAVID DR	GULFPORT	MS	39503
	53503	0908O-02-051.000	SECTY OF HUD	451 7TH ST S W	WASHINGTON	DC	20410
N	14936	0908P-01-006.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	138287	0908P-01-006.025	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138288	0908P-01-006.026	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138275	0908P-01-006.013	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138289	0908P-01-006.027	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138293	0908P-01-006.031	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138294	0908P-01-006.032	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138273	0908P-01-006.011	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138272	0908P-01-006.010	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138268	0908P-01-006.006	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138267	0908P-01-006.005	SYLVE SARAH ANN	12068 TURNBERRY COVE	GULFPORT	MS	39503
	138266	0908P-01-006.004	LARSEN KENT P & CHRISTINE D	1628 KINGS CT	PEN ARGYL	PA	18072
	138265	0908P-01-006.003	CHAN ANGELA	12060 TURNBERRY CV	GULFPORT	MS	39503
	138264	0908P-01-006.002	MCGUIRE KAMEKO & MICHAEL	9396 POWDER LANE	NAVARRE	FL	32566
N	138279	0908P-01-006.017	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138281	0908P-01-006.019	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138280	0908P-01-006.018	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138284	0908P-01-006.022	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138277	0908P-01-006.015	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	137895	0908P-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	99859	0908P-01-007.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39501
N	138274	0908P-01-006.012	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138290	0908P-01-006.028	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138291	0908P-01-006.029	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138292	0908P-01-006.030	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138271	0908P-01-006.009	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138270	0908P-01-006.008	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
N	138269	0908P-01-006.007	GCMF LLC	2727 KIRBY DR, APT 15C	HOUSTON	TX	77098
	138263	0908P-01-006.001	CRAWFORD NATHAN	PO BOX 1233	GULFPORT	MS	39502



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
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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
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
36845	638474	Print Legal Ad-IPL02187600 - IPL0218760		2	66 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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, March 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2502ZB011, by agent Richard J. Copponex, seeking approval for an eight-foot-tall fence where six feet is the height limit, Tax Parcel 1010C-01-001-002, 10988 Channelside Drive, Zoned R-2 (Single-family), Ward 5

Variance 2502ZB013, by owners Timothy Daigle Jr. and Jenee Daigle, seeking approval for a six-foot-tall fence where the height limit is 4 feet, Tax Parcels 0807E-01-001.001, 0807E-01-001.000, 15361 S Swan Road, Zoned R-1-15 (Single-Family), I-2 (Heavy Industry), Ward 7

Variance 2503ZB031, by agent John Ruble, seeking approval to allow for a 10-foot front yard setback where 25 feet is required, Tax Parcel 1010B-03-001.002, Zoned R-2 (Single-family), Ward 4

Variance 2503ZB032, by agent Jack Schmidt, seeking approval to allow for a 12.6-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.015, 12108 Turnberry Cove, Zoned R-1-7.5 (Single-family) Ward 6

Variance 2503ZB033, by agent Jack Schmidt, seeking approval to allow for a 13.76-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.029, 12065 Turnberry, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB034, by agent Jack Schmidt, seeking approval to allow for a 13.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.030, 12061 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB035, by agent Jack Schmidt, seeking approval to allow for a 13.29-foot side yard where 14 feet is required, Tax Parcel 0908P-01-006.014, 12104 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB036, by agent Jack Schmidt, seeking approval to allow for a 13.72-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.028, 12069 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB037, by agent Jack Schmidt, seeking approval to allow for a 13.06-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.024, 12085 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB038, by agent Jack Schmidt, seeking approval to allow for a 13.05-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.023, 12089 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB039, by agent Jack Schmidt, seeking approval to allow for a 13.35-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.016, 12112 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

Variance 2503ZB040, by agent Jack Schmidt, seeking approval to allow for a 12.66-foot side yard setback where 14 feet is required, Tax Parcel 0908P-01-006.031, 12057 Turnberry Cove, Zoned R-1-7.5 (Single-family), Ward 6

This 26th day of February 2025
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
IPL0218760
Mar 5 2025

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Beaufort County, South Carolina 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:

03/05/25

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 7th day of March in the year of 2025

Amy Robbins

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.



AMY L. ROBBINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-03-32

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