Planning Commission | Agenda

Thursday, May 28, 2026 – 4:30 PM

City Hall – Council Chambers
2309 15th Street, Gulfport

A. Prayer

B. Pledge of Allegiance

C. Call to Order

D. Determination of a Quorum

E. Confirmation of Agenda

F. Adoption of Minutes

F1. Planning Commission Meeting - 05-07-2026

G. Announcements

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

DECISION ITEMS: Except as noted below, items listed on this agenda as "Decision Items" may be appealed to the Gulfport City Council as follows: Any person or any officer, department or agency of the City aggrieved by a decision of the Planning Commission may, within fifteen (15) days thereafter, appeal therefore to the Gulfport City Council by submitting to the Planning Commission (Department of Urban Development – Planning Division) a written notice of appeal specifying the decision from which the appeal is taken. In the case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges.

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

RECOMMENDATION ITEMS: As to items listed on this agenda as "Recommendation Items", the recommendation of the Planning Commission, whether to approve (with or without condition) or disapprove, will automatically be submitted to the City Council by the Department of Urban

Development – Planning Division, and the item (except recommendations on Final Plats which are not so limited) will be considered by the City Council on the record created before the Planning Commission. It is not necessary to file anything with the Planning Commission in order to have the matter heard by the City Council.

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

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

H. Hearing of Cases

H1. Planning Commission Decision

1. Planning Commission Approval 2605PC061:

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

2. Planning Commission Approval 2605PC064:

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

3. General Plan 2605PC066:

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

4. General Plan 2605PC067:

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

5. General Plan 2605PC069:

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

6. Tree Permit Appeal 2605PC070:

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

7. Special Exception 2606SE071:

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

8. General Plan 2606PC072:

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

9. Planning Comission Approval 2606PC073:

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

H2. Planning Commission Recommendation

1. Zoning Map Amendment 2605PC068:

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

2. Zoning Text Amendment 2606PC083:

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

I. Reports

J. Unfinished Business

K. Other Business

L. Adjournment

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, May 7, 2026, 4:30 P.M.

City Hall Council Chambers

A. Prayer: The Planning Commission led a prayer.

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

C. Call to Order: The meeting of the Planning Commission was called to order at **4:31 P.M.**

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

BOARD MEMBERS PRESENT:
WM. PRINCE JONES
KEITH WILLIAMS
DOUG HANCOCK
HAROLD SPANN
VIRGINIA ADOLPH
CHARLIE HEWES
BILL WILLIAMS
CHRIS ROMANO
DANIEL KEATING

BOARD MEMBERS ABSENT:
BRYAN JACOBS
TIM DAIGLE JR

STAFF MEMBERS PRESENT:
GREG HOLMES
MATILDA WELCH
WILLIAM DICKINSON
BRYCE CLUGH

COURT REPORTER:
NORMA JEAN SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

Motion by **Mr. Spann** and seconded by **Ms.Adolph** to approve Minutes of the **March 26, 2026 and April 23, 2026** Planning Commission meetings was carried unanimously.

G. Hearing of Cases:

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

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

G3. Routine Agenda

H1. Planning Commission Decisions

1. **Planning Commission Approval 2604PC049:**

Planning Commission Approval 2604PC049, by agent Craig Hutch, seeking approval for a private lodge use, Tax Parcel 0811F-05-062.000, 0811F-05-061.000, 0811F-05-060.000, 0811F-05-068.000, 2009 25th Avenue, 2511 21st Street, Zoned T4+ (General Urban Zone "Plus"), T5 (Urban Center Zone), Ward 3

Speaking for the Petition: Jordan Mathews, Craig Hutch

Speaking against the Petition: None

Motion: Ms. Adolph – to approve with the condition that the needed variances to be applied for and the parking requirements to be met. An additional condition for the parking agreement to be made along with required parcel combinations to be done.

Second: Mr. Jones

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

Action: Motion carries unamiously.

2. **Planning Commission Approval 2604PC051:**

Planning Commission Approval 2604PC051, by agent Terre Barnett, seeking approval for an event center use, Tax Parcel 0910N-01-010.000, 215 Pass Road, Zoned B-2 (General Business), Ward 3

Speaking for the Petition: Terra Barnett

Speaking against the Petition: None

Other: Kenneth Simmons

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

Second: Mr. Williams

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

Action: Motion carries unamiously.

3. **Planning Commission Approval 2604PC052:**

Planning Commission Approval 2604PC052, by owner Hector Rojas, seeking approval of auto sales of less than 50 vehicles, Tax Parcels 0710M-01-012.006, 0710M-01-012.001, 5914 28th Street, Zoned R-2 (Single-family), Ward 1

Speaking for the Petition: Hector Rojas

Speaking against the Petition: None

Motion: Mr. Williams – to approve the request with conditions.

Second: Mr. Spann

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

Action: Motion carries unamiously

4. **Planning Commission Approval 2605PC056:**

Planning Commission Approval 2605PC056, by owner Blessed Investment Team LLC, seeking approval for Townhouse use, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business), R-1-5 (Single-family), Dedeaux Road, Ward 4

Speaking for the Petition: Wayne Carr

Speaking against the Petition: None

Motion: Mr. Spann – to approve the request with conditions.

Second: Mr. Hancock

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

Action: Motion carries unamiously

H2. Planning Commission Recommendation

5. **Zoning Map Amendment 2604PC045:**

Zoning Map Amendment 2604PC045, by agent Micheal Collins, requesting to rezone parcel to R-2 (Single-family), Tax Parcel 0810I-01-040.000, 1218 37th Street, Zoned I-1 (Light Industry), Ward 3

Speaking for the Petition: Michael Collins

Speaking against the Petition: Willie Crawford Sr, Lena Byrd

Motion: Mr. Hewes – recommendation for approval due to the change to the area and the need for housing. Recommendation by the city attorney to have a covenant for 5 units instead of 10 units.

Second: Mr. Williams

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

Action: Motion carries unamiously

6. **Zoning Map Amendment 2604PC053:**

Zoning Map Amendment 2604PC053, by owner Hector Rojas, requesting to rezone two parcels to B-2 (General Business), Tax Parcels 0710M-01-012.006, 0710M-01-012.001, 5914 28th Street, Zoned R-2 (Single-family), Ward 1

Speaking for the Petition: Hector Rojas

Speaking against the Petition: None

Motion: Mr. Hewes – recommendation of approval due to the change to the access from the Seabee base and the change to the commercial standing in that area.

Second: Ms. Adolph

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

Action: Motion carries unamiously

I. Adjournment

There being no further business , a Motion was made by **Mr. Hewes** to adjourn, seconded by **Ms. Adolph** and carried unanimously. The meeting adjourned at **5:57 P.M.**

_____ Date: _____

William Prince Jones, Secretary

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Planning Commission Decision

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Planning Commission Approval 2605PC061: Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2605PC061

Hearing Date: May 28, 2026

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

Legal: Planning Commission Approval, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant is requesting Planning Commission Approval for a 16-foot by 76-foot mobile home to be placed on a vacant property in an R-1-5 zoning district. The proposed site plan meets the setback and parking requirements for the zoning district. Upon staff visit, it is clear mobile homes are common in the surrounding area. There are approximately three mobile homes in the immediate surrounding area that did not go through Planning Commission for approval. Staff did find that Planning Commission has approved mobile homes in this zoning district located at 8344 North Carolina Avenue (2105PC087), 8271 West Virginia Avenue (2211PC196) and recently Georgia Avenue (2603PC031). The applicant states that the proposal will not create any undue traffic and that the mobile home would be in harmony with the area.

EXECUTIVE SUMMARY

The applicant requests approval to place a 16-foot by 76-foot mobile home on vacant property. The proposed site plan meets the setback requirements for the R-1-5 zoning district. The required setbacks in an R-1-5 district are 15 feet for the front setback, 8 feet for the rear, and 6 feet for the side yards. The proposed 18 feet by 21 feet driveway meets the minimum parking standard for a single-family home. A singular dwelling unit requires room for two 9 feet by 18 feet parking spaces plus 3 feet from frontage property line for maneuverability. While conducting staff research, staff found that Planning Commission has approved mobile homes in this zoning district located at 8344 North Carolina Avenue (2105PC087), 8271 West Virginia Avenue (2211PC196) and recently Georgia Avenue (2603PC031). There are also mobile homes near the immediate area that are pre-existing mobile homes that did not go through the Planning Commission for approval. It should be also noted that the proposed property that the mobile will be placed on is not in the airport noise contour zone. The proposed mobile home would likely be in harmony with the surrounding area.

Any approval should consider these conditions:

1. Approval would allow for a 16'x76' mobile home.
2. Mobile Homes must meet Wind Zone II requirements and the State of Mississippi Rules and Regulation for the Uniform Standards Code for the Factory- Built Homes Law Regulation MH-5.

Technical Report

PLANNING COMMISSION APPROVAL

DEPARTMENTAL CONDITIONS

Engineering:	No conditions. Memo dated 5/14/2026.
Public Works:	No conditions. Memo dated 5/15/2026.
Traffic and Safety:	No comment as of 5/15/2026.
Building Code Services:	Condition. Mobile Homes must meet Wind Zone II requirements and the State of Mississippi Rules and Regulation for the Uniform Standards Code for the Factory- Built Homes Law Regulation MH-5. Memo dated 5/8/2026.
GIS:	No conditions. Memo dated 5/15/2026.
Police Department:	No comment as of 5/15/2026.
Fire Department:	No conditions. Memo dated 5/6/2026.
City Arborist:	No conditions. Memo dated 5/7/2026.

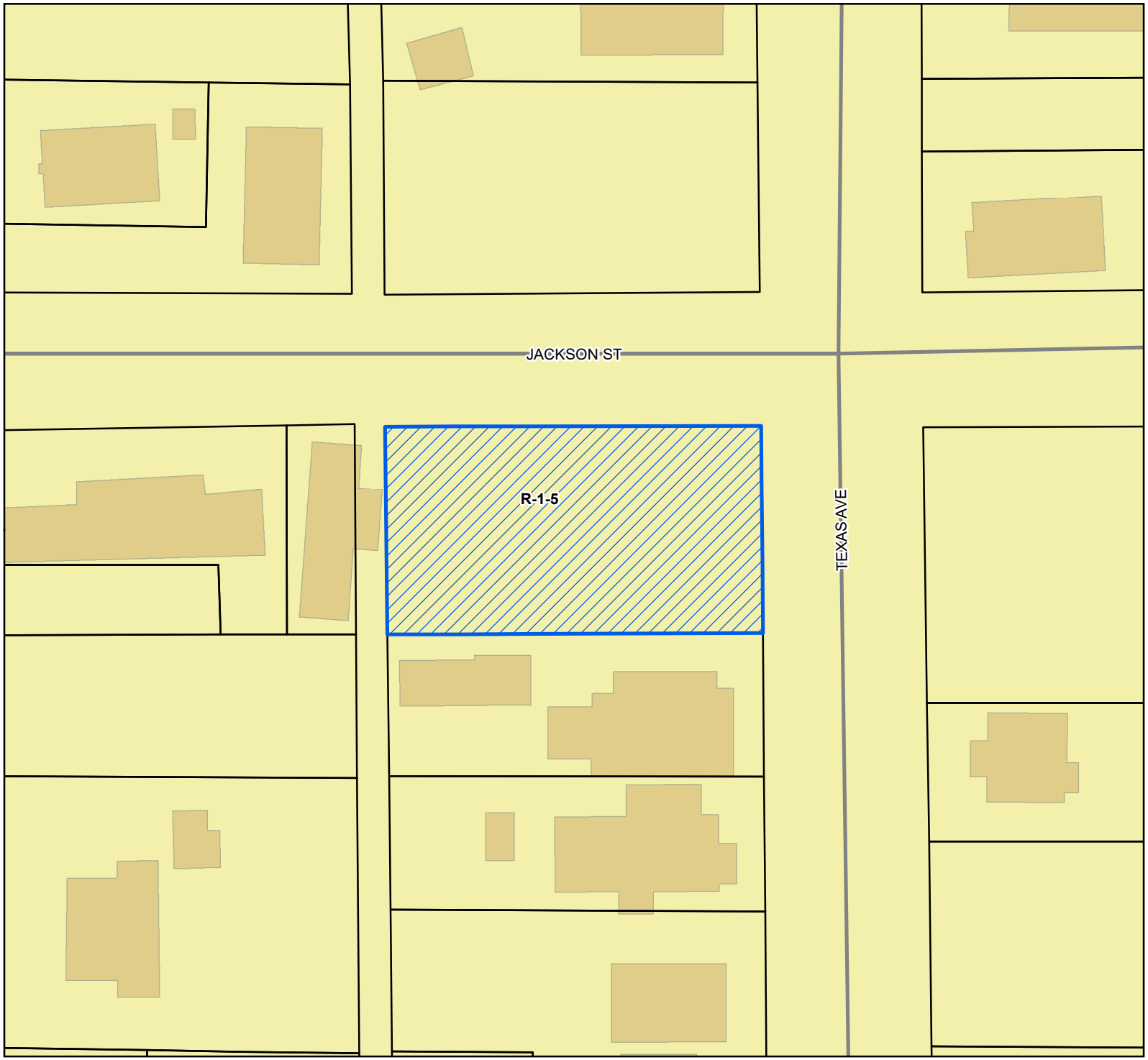
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2605PC061

Planning Commission Approval



Site
Street
Parcels
Buildings

Zoning

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

Site Information

0810F-01-096.000
Zoning:R-1-5 (Single Family)
Size: 10241.27 sqft
Flood: X

0 8 16 24
Yards

1 inch = 50 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2605R061
Date Received: 4/8/2026
Receipt Number: 13787572
Received By: BL
Zoning: R-1-5
Ward: 3 Flood: X
Size: 10241.27 sq ft

Property Information

TAX PARCEL # 0810F-01-096.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 8237 Texas Avenue Gulfport MS 39501

Lot(s) 12-16, Block(s) 250, Subdivision North Gulfport

General Location: I am Submitting this to form for Lots 12-16 North Gulfport

GENERAL DESCRIPTION OF REQUEST:

Im also Submitting this Application to formally outline my Plan for the residental development - to Place a Certified Manufactured Home across aforementioned lots

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Venisha Boose	
Printed Name of Owner	Printed Name of Agent
15072 Jackson Street	Mailing Address
Mailing Address	
Gulfport MS 39501	City State Zip code
City State Zip code	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email Venisha Boose	Email
Signature of Owner	**Signature of Agent**

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

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

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

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

NAME OF OWNER (PRINT)_____

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

PHONE # (H)_____ (W)_____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE:_____

NAME OF OWNER (PRINT)_____

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

PHONE # (H)_____ (W)_____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE:_____

NAME OF OWNER (PRINT)

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

PHONE # (H)_____ (W)_____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE:_____

(Use additional forms as needed)

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

F. Written Statement addressing the following Issues

* Transportation: The development includes the installation of a Private Driveway that will meet City Standards for Ingress and Egress ensuring No disruption to Public traffic flow.

* Water Supply: City of Gulfport

* Waste disposal: City of Gulfport

* Fire and Police: The subject property is located within the City of Gulfport and is served by the Gulfport Police Department and the Gulfport Fire Department.

Fire and Police Protection North Gulfport is within the city limits and recieves 24/7 patrol and emergency response from the Gulfport Police department in the City of Gulfport limit.

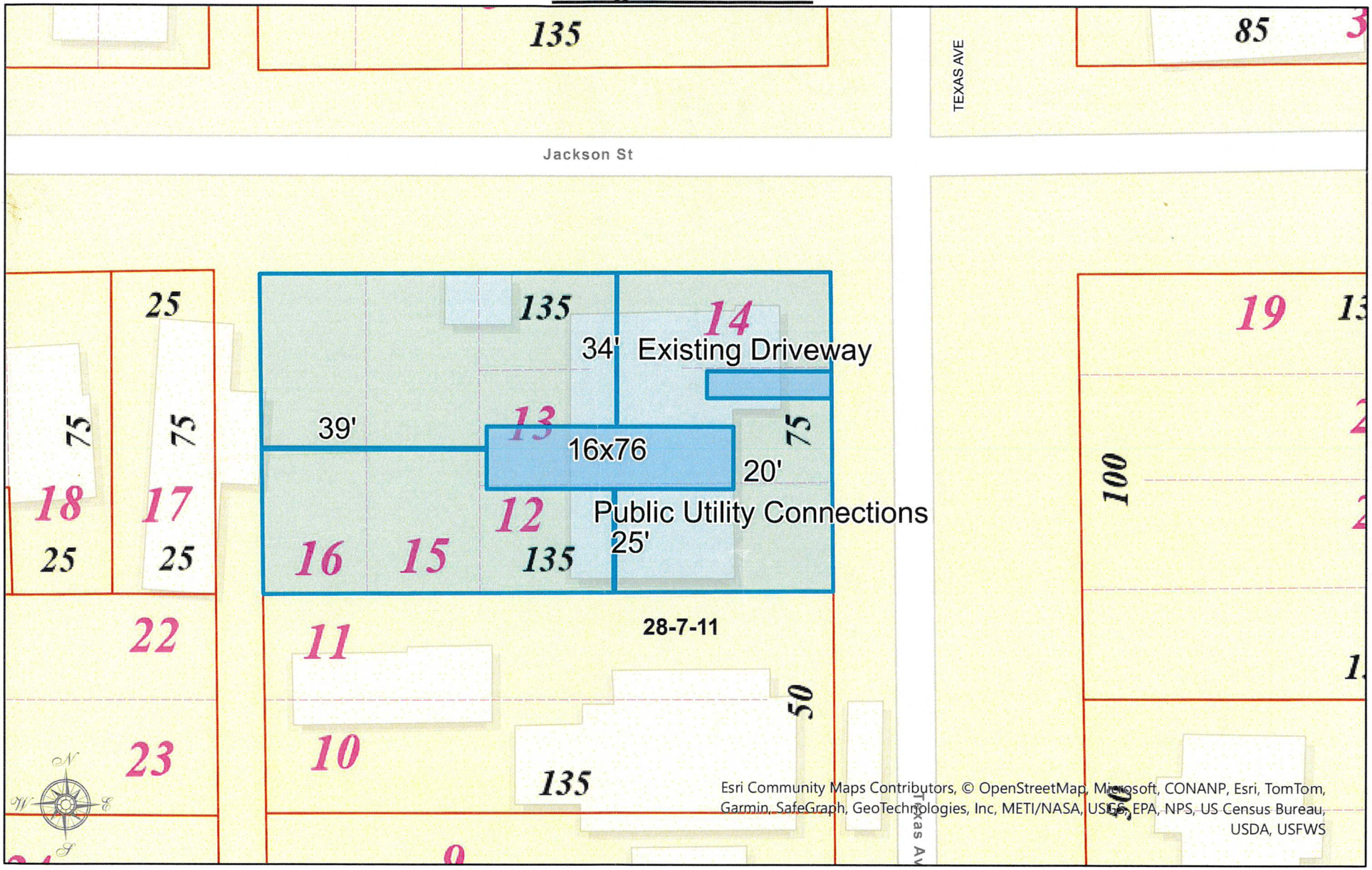
* Other public facilities: The Proposed residential use is supported by existing public Streets, municipal drainage Systems, and curbside waste Collection, provided by the City of Gulfport the placement of this Single-family unite on this five lots will have de minimis impact on local schools and recreational facilites as it utilizes established infrastructure without requiring the expansion of public Services

* Why the Proposal will Not Cause (Part 1) Undue traffic Congestion or Create a traffic hazard: The proposed placement of a single family manufactured home will generate negligible traffic volume typical of a standard residential use. with ~~enter~~ the proper footage Lots 12-16 on the Site plan allows for a driveway designed with optimal sightliness, ensuring safe ingress and engress. (Continue)

* (Continue) - The project will NOT require Street expansions or modifications to existing traffic Patterns and will NOT impact the level of service on 8237 Texas Avenue GPtMS 39501. (Part 2)

* Why the Proposal is in harmony with the orderly and appropriate development of the district in which the use is located. My project looks and Act like the houses and manufacturd homes already there. North Gulfport Community already has many single-family manufactured and site built homes and it exactly what the area is Zoned for. It's Consistent with the Surrounding Properties.

Bridges Site Plan



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: April 4, 2026

0 30 60
Feet



1st Judicial District
Instrument 2012 5986 D - J1
Filed/Recorded 10/ 5/2012 11:06 A
Total Fees $ 16.00
2 Pages Recorded

INDEXING INSTRUCTIONS:
Lots 12-16, BLK 250, North Gulfport 1st Jud. Dist., Harrison County, Ms

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICAL DISTRICT

GRANTOR:
GLORIA BOOSE
14536 MADISON ST
GULFPORT, MS 39501
PHONE NO.228-206-0691

GRANTEE:
VENISHA BOOSE
8237 TEXAS AVE
GULFPORT, MS 39501
PHONE NO.228-284-7552

Prepared By: And Return
GLORIA BOOSE
14536 MADISON ST
GULFPORT, MS 39501
228-297-1310

QUIT CLAIM DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, The receipt and sufficiency of all of which is hereby acknowledged, I , GLORIA BOOSE as Grantor, do hereby sell, convey and quit claim unto VENISHA BOOSE, as Grantee, the following described property situated and being located in the Frist Judicial District of Harrison County, Mississippi and being further described As follows:

Lots 12 TO 16, Inclusive Block, 250 North Gulfport Subdivision, according to the Official map or plat on the file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, together with all the improvements situated thereon. ,

2

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

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

WITNESS MY SIGNATURE(s), this 5th **day of** October, **2012.**

Gloria Boose

GLORIA BOOSE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

GIVEN UNDER MY HAND and official seal of office, this 5th **Day of** October **2012.**

Rebecca Green

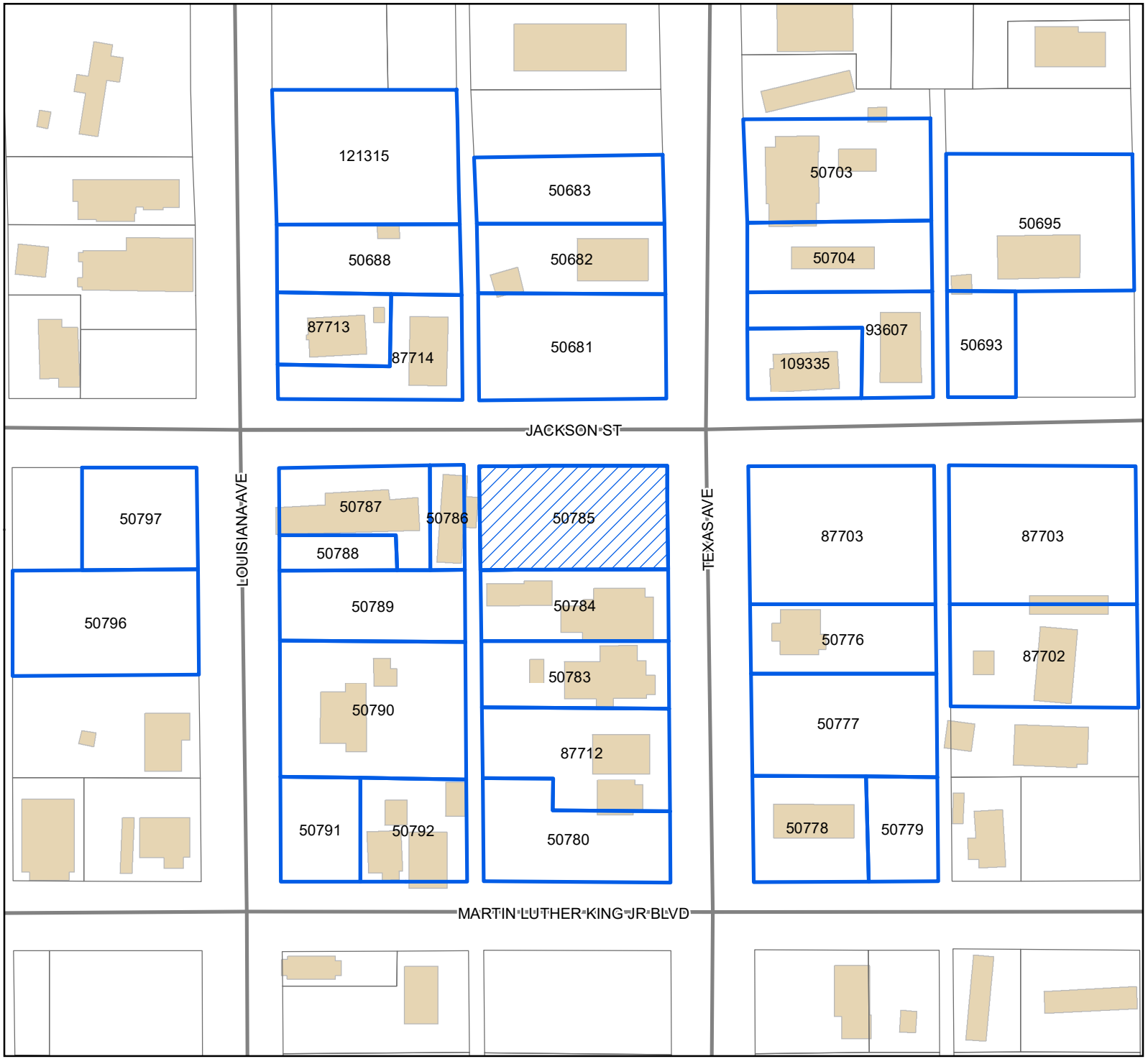
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93392 REBECCA GREEN Commission Expires June 23, 2013 HANCOCK COUNTY

2605PC061

Planning Commission Approval



Legend

- Site
- Street
- Buildings

0 10 20 30

Yards

1 inch = 100 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0810F-01-096.000	VENISHA BOOSE (OWNER)	8237 TEXAS AVE	GULFPORT	MS	39501
			Adjacent Property Owners (2605PC061)				
N	93607	0810F-01-063.000	BOOSE VENISHA	15072 JACKSON ST	GULFPORT	MS	39503
	50683	0810F-01-099.000	LINDSEY TAMIKA & HOLLOWAY JIMMY	11204 WHITMORE PL	GULFPORT	MS	39503
	50779	0810F-01-067.000	PALMER CEDRIC M & JENNIFER D	129 KNIGHTSHADE COURT	HEMINGWAY	SC	29554
	50791	0810F-01-107.000	PETTIS DEREK L	13416 WILLOW OAK CIRCLE	GULFPORT	MS	39503
	50780	0810F-01-092.000	BROCK JAMES	14469 AUTUMN CHASE	GULFPORT	MS	39503
	50792	0810F-01-108.000	MORGAN ERVIN	16023 HARRISON DR	GULFPORT	MS	39501
	50778	0810F-01-066.000	STEWART JASMINE	15080 MARTIN LUTHER KING JR	GULFPORT	MS	39501
	50695	0810F-01-059.000	BELL SHERRON ETAL	8255 FLORIDIA AVE	GULFPORT	MS	39501
	50703	0810F-01-061.000	HARTWELL EDDIE C	120 GAHAN DR	GULFPORT	MS	39503
	87713	0810F-01-101.000	FRANKLIN LESHA	8250 LOUISIANA AVE	GULFPORT	MS	39501
	50693	0810F-01-058.000	SINGLETON SOLOMON	8184 TEXAS AVE	GULFPORT	MS	39501
	50681	0810F-01-097.000	POOLE OLIVER L & GAYLE S	106 LLANFAIR DRIVE	REESTON	LA	71270
	50797	0810F-03-006.000	WHITE E L	2903 MADISON ST	GULFPORT	MS	39501
	50688	0810F-01-100.000	LAWSON LAWRENCE -ESTATE-	4203 INDIANA AVENUE	GULFPORT	MS	39501
	50788	0810F-01-104.000	KENNEDY ROBERT JAMES	3623 REYNOSA DR	GULFPORT	MS	39501
	50777	0810F-01-065.000	BURTON REGENA ETAL	47 GRAVES KEYS ROAD	BASSFIELD	MS	39421
	50796	0810F-03-007.000	THOMPSON WOODIE	3601 REYNOSIA DR	GULFPORT	MS	39501
	50789	0810F-01-105.000	KENNEDY VEGIE	3623 REYNOSA DR	GULFPORT	MS	39501
	50776	0810F-01-064.000	BURTON REGENA -ETAL-	47 GRAVES KEYS RD	BASSFIELD	MS	39421
	50790	0810F-01-106.000	WILSON BOBBY -ESTATE-	8218 LOUISIANA AVE	GULFPORT	MS	39503
	50682	0810F-01-098.000	BOGLIN ERAVGLES	8255 TEXAS AVENUE	GULFPORT	MS	39501
	87714	0810F-01-102.000	WILSON GREGORY B -ESTATE-	8246 LOUISIANA AVE	GULFPORT	MS	39501
	50787	0810F-01-103.000	WILLIAMS CHARLENE	8236 LOUISIANA AVE	GULFPORT	MS	39501
	50784	0810F-01-095.000	MYERS JAMES -ESTATE-	8229 TEXAS AVE	GULFPORT	MS	39501
	50783	0810F-01-094.000	BROCK JAMES -ETAL-	8225 TEXAS AVE	GULFPORT	MS	39501
	50786	0810F-01-096.001	FREDERICKS KIMBERLY BASS	8118 GEORGIA AVE	GULFPORT	MS	39501
N	50785	0810F-01-096.000	BOOSE VENISHA	8237 TEXAS AVE	GULFPORT	MS	39501
	87702	0810F-01-053.000	BRYANT WILLIE -EST-	8227 FLORIDA AVE	GULFPORT	MS	39501
	50704	0810F-01-062.000	KING MATTIE LEE	8256 TEXAS AVE	GULFPORT	MS	39501
	109335	0810F-01-063.001	MOSLEY ETHEL M -ESTATE-	8246 TEXAS AVE	GULFPORT	MS	39501
N	87712	0810F-01-093.000	BROCK JAMES -ETAL-	8225 TEXAS AVE	GULFPORT	MS	39501
	87703	0810F-01-054.000	WALKER OLIVER W ETAL	10674 CHAPELWOOD DRIVE	GULFPORT	MS	39503
	121315	0810F-01-126.000	MAGEE ERIC C	8263 SOUTH CAROLINA AVE	GULFPORT	MS	39501

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061 by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Planning Commission Approval 2605PC064:

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2605PC064

Hearing Date: May 28, 2026

Current Zoning/Use: R-1-5 / Single Family Home

Legal: Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

TECHNICAL DETAILS

The applicant is seeking approval for a home occupation to run a graphic design and multimedia business. The applicant states that JGrafix studios is a single-person, home-homebased business operated solely by them. The applicant states that any client meetings, consultations, or business-related interactions will be conducted off-site or virtually. The applicant states that no customers will visit the residence and the home occupation would not cause additional traffic. As proposed, it is clear to staff that the use would be in-line with the City of Gulfport's Home Occupation definition.

Home occupation: An occupation for gain of support conducted in a dwelling unit only by members of a family residing in the dwelling unit and not including the employment of any additional persons, provided that the occupation is incidental to the residential use of the dwelling unit and is subject to the following provisions:

a) Does not utilize more than twenty-five (25) percent of the building site coverage, and that no traffic shall be generated by such home occupation in greater volume than would be normally expected in a residential neighborhood, and that any need for parking generated by the conduct of such home occupation shall be met off the street.

b) There shall be no visible evidence of the conduct of a home occupation other than one (1) sign not exceeding two (2) square feet in area which shall be permitted. Such sign shall be mounted flat against the building and shall display only the name of the permitted home occupation.

c) The administrative portion of the business can be performed in the confines of the dwelling unit, and planning commission approval is required for services that are performed at the client's place of residence, business or work site, with the exception of services that are normally performed in or around the household by the occupant, such as maid service, yard care, gardening, and fix-it-man or similar type activities. Visits of customers, clients, students or patients to the home business requires planning commission approval, and shall be by appointment only, and shall be provided on a one-on-one basis.

d) Escort dating services and other similar businesses, and any contractors operating under local or state license are strictly prohibited. It shall be prohibited to operate any home occupation that is in

conflict with the regulations that govern similar types of uses that are allowed to operate in other zoning districts.

e) Planning commission approval will be required for products to be constructed or produced on the premises or at the client's work site. The process of constructing or producing items on the premise must be of an intensity as not to provide any additional light, sound or nuisance to the surrounding area, and no evidence of such activities shall be visible.

f) No products will be sold on the premises or at the client's work site, except for sales of the products from a national franchise entity, which may be by delivery only, or by very infrequent customer visits. Verification of a national franchise entity must be submitted to the Urban Development Planning Division for review. Examples of this type of home occupation include Amway, Avon, Mary Kay makeup, Tupperware and similar products.

g) No bulk storage or outside storage will be allowed. If the home occupation requires equipment, supplies or a work vehicle, a site plan of the residence's property must be provided. The site plan will detail the property dimensions, abutting streets, all buildings, driveways, and proposed parking of all vehicles. The site plan will address where vehicles, equipment and supplies will be stored. The business is limited to one (1) work vehicle (no greater in capacity of size and weight than a one-ton vehicle) and one (1) trailer (no longer than twenty-four (24) feet). A work trailer may not be parked in the required front or side yard setback. Storage of equipment or supplies must be kept within the confines of the work vehicle, trailer or the dwelling unit. No repairs of equipment or vehicles for the business will be conducted on the property.

Applicant must apply for a certificate of zoning compliance along with providing a written description of the proposed home occupation, which is subject to all rules and regulations that may apply. At any time a violation of the conditions of approval or any other regulations is found, the certificate of zoning compliance is subject to be revoked. If the certificate of zoning compliance is revoked, it shall be unlawful for the home occupation to operate until such time as all violations are resolved, and the use is compliant with all codes and regulations.

EXECUTIVE SUMMARY

The applicant is seeking approval for an administrative office for a graphic design business as a home occupation. As presented, the proposed home occupation would be in-line with the City of Gulfport's regulation of home occupations.

Any approval should consider these conditions:

1. Approval would allow for an administrative office as a home occupation.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/14/26.

Public Works: No conditions. Memo dated 5/15/26.

Technical Report

PLANNING COMMISSION APPROVAL

Traffic and Safety:	No comment as of 5/15/26.
Building Code Services:	No conditions. Memo dated 5/8/26.
GIS:	No conditions. Memo dated 5/15/26.
Police Department:	No comment as of 5/15/26.
Fire Department:	No conditions. Memo dated 5/6/26.
City Arborist:	No conditions. Memo dated 5/7/26.

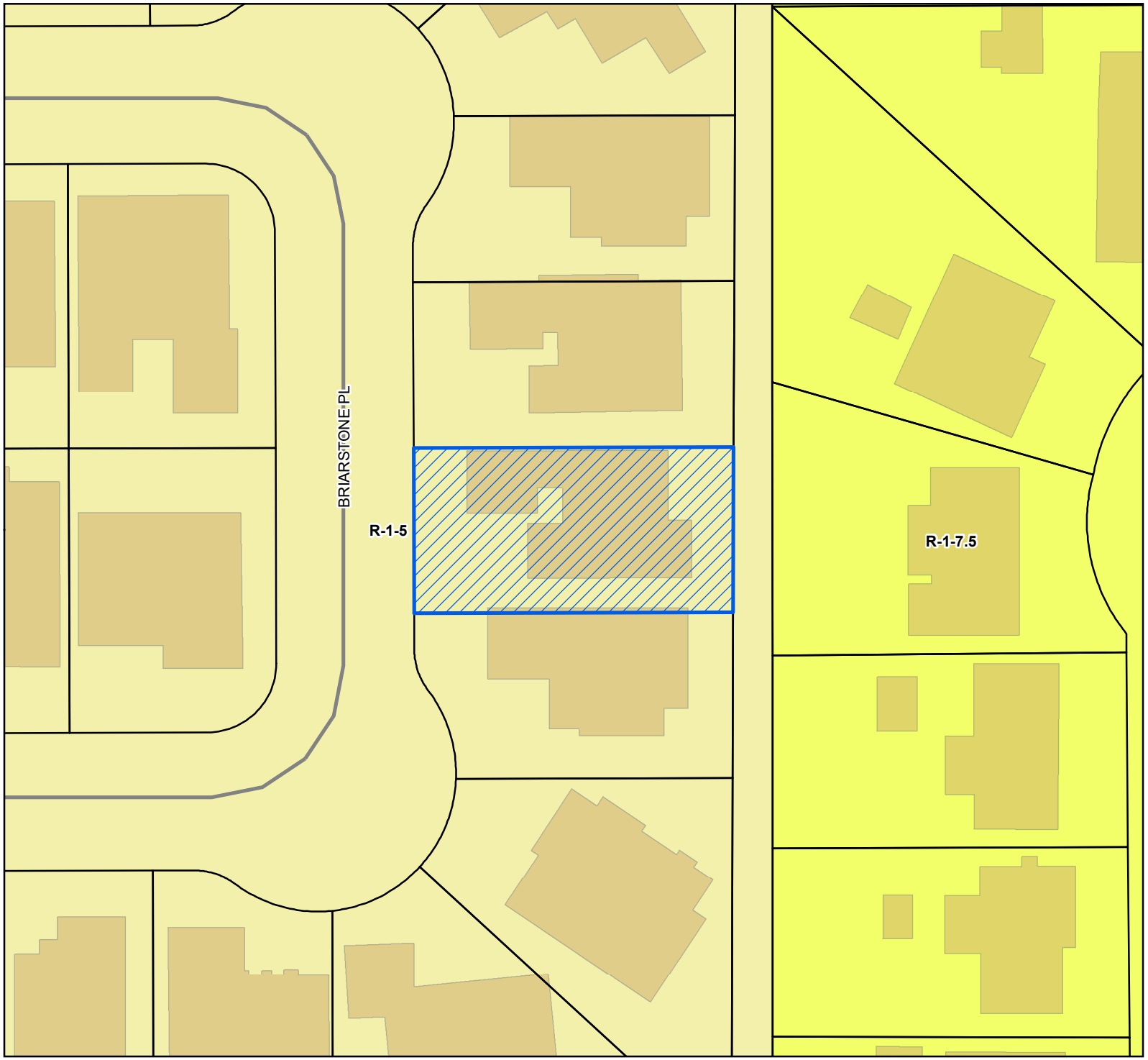
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2605PC064

Planning Commission Approval



Site
Street
Parcels
Buildings

Zoning

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

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

Site Information

1009M-01-001.026
Zoning:R-1-5 (Single Family)
Size: 6945.19 sqft
Flood: X

0 8 16 24
Yards

1 inch = 50 feet

N
W E
S

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

Revision date 11/2/2020

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

For Staff Use Only

Case Number: 2605PC064
Date Received: 4-6-26
Receipt Number: 13787707
Received By: WD
Zoning: R-1-S
Ward: 5 Flood: X
Size: 6945.19 sq ft

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL # 1009M-01-001.026

(If necessary, use separate sheet of paper)

Address of Property Involved: 11527 BRIARSTONE PLACE

Lot(s) 19, Block(s) _____, Subdivision THE BRIARS

General Location: OFF COWAN LORRAINE

GENERAL DESCRIPTION OF REQUEST:

REQUEST TO RUN GRAPHIC DESIGN/MULTIMEDIA BUSINESS FROM HOME. ALL BUSINESS WILL BE CONDUCTED FROM COMPUTER BASED PROGRAMS

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
JASON HEITZMANN	
Printed Name of Owner	Printed Name of Agent
11527 BRIARSTONE PL	
Mailing Address	Mailing Address
GULFPORT MS 39503	
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature of Owner	Signature of Agent

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

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

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

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

NAME OF OWNER (PRINT) Paige Heitzmann

ADDRESS (STREET, CITY, STATE, ZIP CODE) 11527 Briarstone Place, Gulfport MS 39503

PHONE # (H) (W)

TAX PARCEL NUMBER(S) OWNED 1009m-01-001-026

SIGNATURE Paige Heitzman

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H) (W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE

(Use additional forms as needed)

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

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission will not consider a request until all information is submitted and accurate.

2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.

3. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

A. **Page one of this application,** completed and signed.

B. **Site plan.** Please note that approval of your request, in part, is based on your site plan.

- The property lines and dimensions have been provided on the drawing.
- All buildings and structures located on the property have been identified.
- All dimensions of buildings and structures have been noted on the site plan.
- All distances from the property lines to all the buildings and structures have been identified and noted on the site plan.
- Street names have been provided which abut the property.
- Traffic flow, parking and driveways have been identified.
- Required buffer strips have been identified.
- Site plan will be no larger than 11" x 17".
- Other pertinent information has been included.

C. **Proof of ownership** (Copy of deed or affidavit)

D. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)

E. The City of Gulfport Planning Division Staff will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified.**

F. Your supplemental application must address the following issues in a written statement:

Explain how the site plan is appropriate with regard to:

- Transportation and access
- Water supply
- Waste disposal
- Fire and Police protection
- Other public facilities
- Why the proposal will not cause undue traffic congestion or create a traffic hazard.
- Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located.

G. Complete the Home Occupation Checklist (See pages 5 & 6 attached)

- If the property in which the Home Occupation is to be conducted is rented, a notarized letter from the property owner must be provided giving applicant permission to operate such Home Occupation on the premises.

H. **Cash or check** payable to the City of Gulfport in the amount of **$75.00**.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: JASON HEITZMANN

Address: 11527 BRIARSTONE PLACE

Phone: (Home) 228.209.6080 (Work/Cell) _____

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

Name of business or service to be used as home occupation: JGRAFIX STUDIOS

Nature of business: A GRAPHIC DESIGN / MULTIMEDIA BUSINESS

_____

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: _____

Personal computer: ✓

Appointment: _____

Traffic generation:

Is there any delivery of goods or products to the residence? NO

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

Describe size of vehicle making deliveries: _____

Is service by appointment only or are there drop-by visits by customers or clientele? NO

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

Is everything made, manufactured, or provided on site? —

Is special equipment required in production? NO

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

Are sales made from the premises? NO

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: _____

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

Yes _____ No ✓

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

Printed Name: JASON HETTZMANN

Signature: Jason Hett

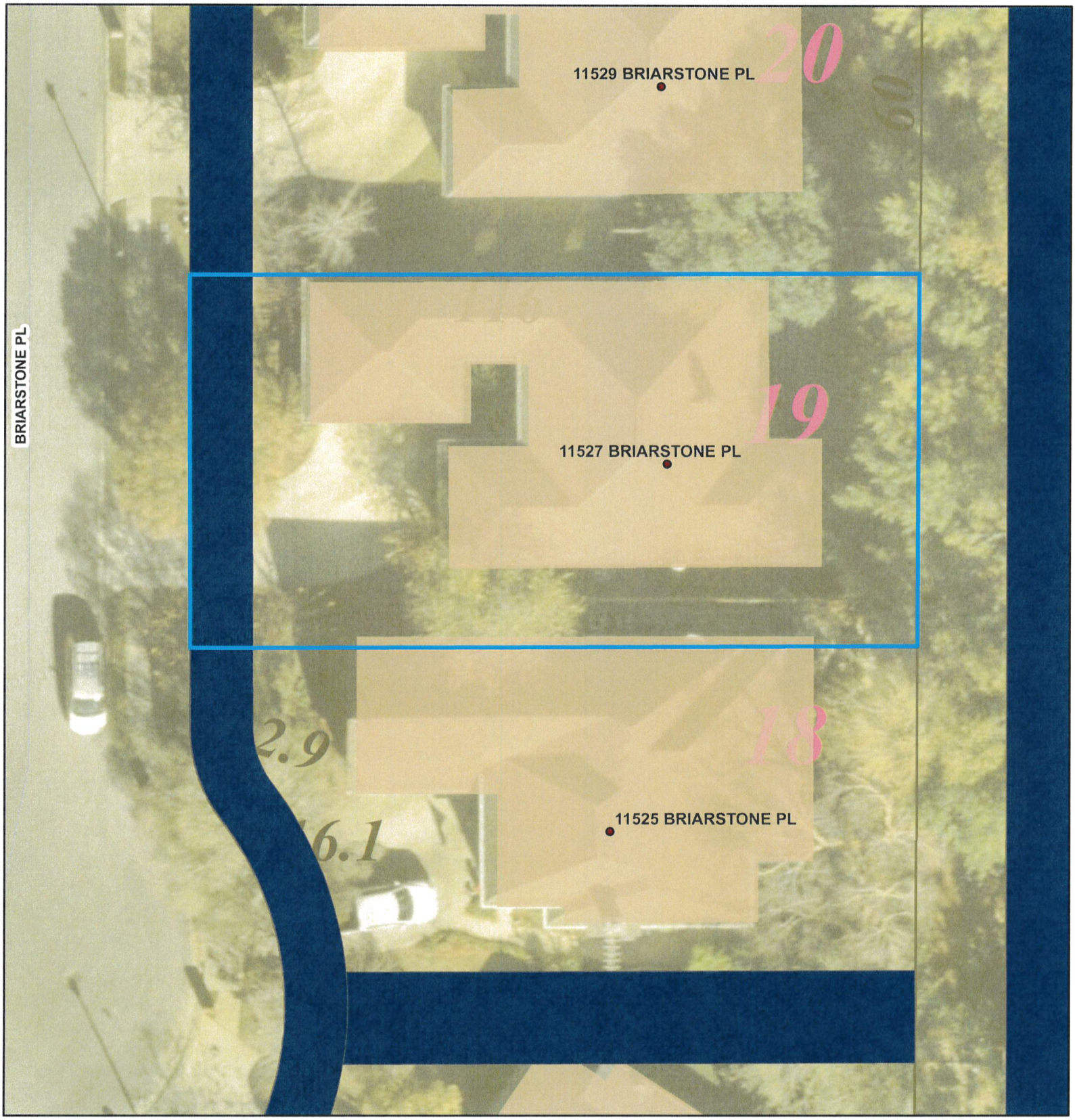
Date: 4/1/2026

JGrafix Studios

11527 Briarstone Place
Gulfport, MS 39503

Supplemental Application

For my supplemental application with the City of Gulfport, JGrafix Studios is a single-person, home-based business operated solely by me. All client meetings, consultations, and business-related interactions will be conducted off-site at external locations or virtually. There will be no clients visiting my residence, and no additional traffic, signage, or on-site business activity generated within the neighborhood. The business will not increase or hinder the need for fire or police protection, nor will it require any additional access to waste disposal or other public facilities. This ensures the business remains fully compliant with residential standards and has no impact on the surrounding area.



1 inch = 21 feet

Area Map

Parcels

Printed 3/12/2026

GULFPORT
MISSISSIPPI
ANCHORED IN EXCELLENCE

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.

N

SCHWARTZ, ORGLER & JORDAN
Attorneys at Law PLLC
2355 Pass Road, Biloxi, MS 39531
PO Box 4682, Biloxi, MS 39535

ROBERT T. SCHWARTZ, ATTORNEY
JAY K. JORDAN, ATTORNEY

Telephone: 228.388.7441
Fax: 228.388.7442

July 16, 2020

Jason & Paige Heitzmann
11527 Briarstone Place
Gulfport, MS 39503

RE: 11527 Briarstone Place, Gulfport, MS 39503
Our File No. B200323

Dear Sir and Madam:

In connection with the above referenced transaction, we are enclosing herewith the original Warranty Deed dated June 5, 2020, which was filed on June 8, 2020, and recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, as Isntrument 2020 6121D-J1 thereof.

Thank you for your attention to this matter. If you should have any questions, please advise.

Sincerely,
Schwartz, Orgler, & Jordan, PLLC

By: _____
For the Firm

:dp

Enclosure(s)

e-RECORDED ORIGINAL



1st Judicial District
Instrument 2020-6121-D-J1
Filed/Recorded 06/08/2020 10:50 AM
Total Fees $26.00
2 Pages Recorded

Our File #B200323
Prepared by & Return To: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

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,

Kyle A. Stoeger and Candace L. Stoeger ,

11594 Holly Bluff Circle, Biloxi, MS 39532, (228) 669-7670

do hereby sell, convey and warrant unto

Jason B Heitzmann and Paige R. Heitzmann,

11527 Briarstone Place, Gulfport, MS 39503, 228-209-6080,

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:

Lot Nineteen (19), THE BRIARS 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 44 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

THE GRANTORS herein do hereby affirm that they are married to each other as of the date of this document.

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 OUR SIGNATURES, on this the 5th day of June, 2020.

Kyle A. Stoeger

Candace L. Stoeger

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Kyle A. Stoeger and Candace L. Stoeger, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 5th day of June, 2020.

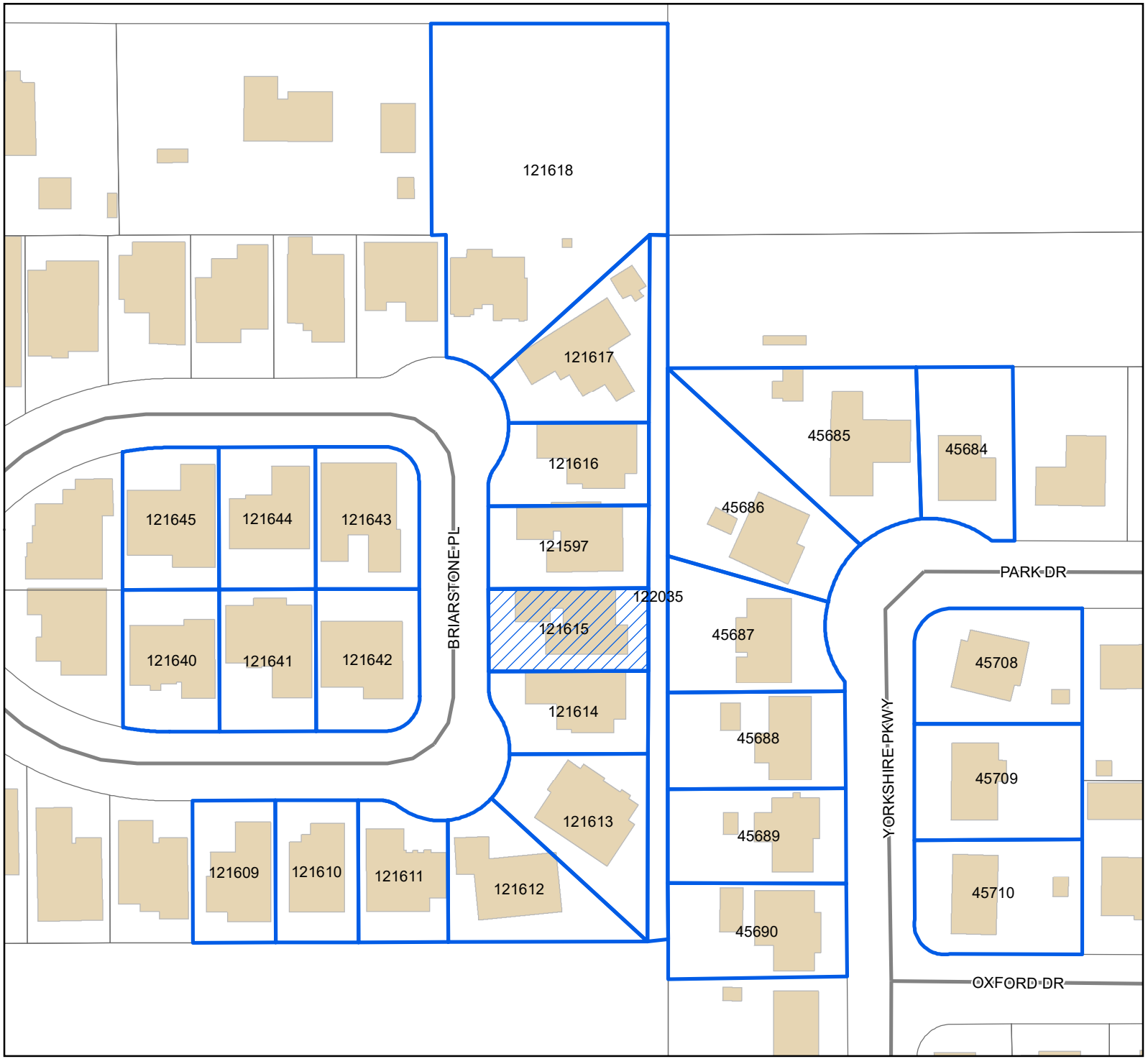
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 64152
KASEY ANN GANNON
Commission Expires
Sept. 27, 2021
HARRISON COUNTY

2605PC064

Planning Commission Approval



Legend

- Site
- Street
- Buildings

0 10 20 30

Yards

1 inch = 100 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1009M-01-001.026	JASON HEITZMANN (OWNER)	11527 BRIARSTONE PLACE	GULFPORT	MS	39503
			Adjacent Property Owners (2605PC064)				
	45686	1009N-02-010.000	DUBUISSON GARY M	44 YORKSHIRE PKWY	GULFPORT	MS	39507
	45684	1009N-02-008.000	DUBUISSON CHRISTOPHER MICHAEL	2 PARK DRIVE	GULFPORT	MS	39503
	45685	1009N-02-009.000	CRAFT TAKEIA E	46 YORKSHIRE PKWY	GULFPORT	MS	39503
	45709	1009N-02-020.000	LOUGHLIN STEVEN & DORANNA	18131 SHERWWOD CT	SAUCIER	MS	39574
	45710	1009N-02-019.000	DAS HOLDINGS LLC	12203 PRESERVATION DR	GULFPORT	MS	39503
	45708	1009N-02-013.000	MORTON KENDELL E & SHERRY LYNN	18311 MALLARD DR	SAUCIER	MS	39574
	45687	1009N-02-011.000	SANCHEZ JOSE MARANA &	YADIRA REYES DE MARANA	GULFPORT	MS	39507
	45688	1009N-02-012.000	KNUREK JOSEPH J JR	40 YORKSHIRE PARKWAY	GULFPORT	MS	39503
	45690	1009N-02-022.000	GARNER RAYMOND M JR & PATRICIA ANN	36 YORKSHIRE PKWY	GULFPORT	MS	39501
	45689	1009N-02-021.000	SIAS DORIS	38 YORKSHIRE PKWY	GULFPORT	MS	39503
	121614	1009M-01-001.025	CARTER MILLARD F III -TRUSTEE-	11525 BRIARSTONE PL	GULFPORT	MS	39503
	121612	1009M-01-001.023	GARCIA CHRISTOPHER CALVERT-L/E-	11521 BRIARSTONE PLACE	GULFPORT	MS	39503
	121640	1009M-01-001.053	COX HERMAN F & ALMA JEAN	11514 BRIARSTONE	GULFPORT	MS	39503
	121616	1009M-01-001.028	HEWES HARRY P JR & CAROLINE C	11531 BRIARSTONE PLACE	GULFPORT	MS	39503
	121643	1009M-01-001.056	FONTENELLE MARY ELIZABETH	11536 BRIARSTONE PLACE	GULFPORT	MS	39503
	121617	1009M-01-001.029	THIBODEAUX MELINDA T	11533 BRIARSTONE PLACE	GULFPORT	MS	39503
	121645	1009M-01-001.058	NORVELL REGGIE L & MELODY J	11544 BRIARSTONE PL	GULFPORT	MS	39503
	121644	1009M-01-001.057	BAZZONE JOHN J & DEBORAH A	11540 BRIARSTONE PLACE	GULFPORT	MS	39503
	121611	1009M-01-001.022	MICKLE PAUL F & LINDSEY B	11519 BRIARSTONE PL	GULFPORT	MS	39503
	121610	1009M-01-001.021	LAROSA SALVADORE JOHN	11517 BRIARSTONE PLACE	GULFPORT	MS	39503
	121609	1009M-01-001.020	ELROD JOHN & MARY JOHNSON PARRISH	22058 SAUCIER LIZANA RD	SAUCIER	MS	39574
	121597	1009M-01-001.027	LADNIER DANA ALLEN	11529 BRIARSTONE PL	GULFPORT	MS	39503
	121641	1009M-01-001.054	DOUCET GALEN P & PENNY	11516 BRIARSTONE PL	GULFPORT	MS	39503
	121615	1009M-01-001.026	HEITZMANN JASON B & PAIGE R	11527 BRIARSTONE PLACE	GULFPORT	MS	39503
	121613	1009M-01-001.024	PITTMAN WILLIAM C JR & JENNIFER C	11523 BRIARSTONE PLACE	GULFPORT	MS	39503
	121642	1009M-01-001.055	BANKSTON RALPH J & EMILIA Y	11520 BRIARSTONE PL	GULFPORT	MS	39503
	121618	1009M-01-001.030	MCCLENDON CARLYCE J & CHANDRA	11535 BRIARSTONE PL	GULFPORT	MS	39503

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

General Plan 2605PC066: General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

Technical Report

General Plan
(Forest Ridge Phase 2C)

GENERAL INFORMATION

Case File Number: 2605PC066

Hearing Date: May 28, 2026

Current Zoning/Use: R-1-7.5 & T4+ / Vacant Property

Legal: General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 26-lot residential subdivision, named Forest Ridge Phase 2C, which is extracted from two parcels, approximately 71-acres in size. This new subdivision is a continuation of the existing Forest Ridge subdivision.

The applicant's proposed plans note the subdivision being constructed within the portion of the property that is zoned R-1-7.5. Regulations state that the minimum property size for new single family home in this zoning district is 7,500 square feet, with a front yard setback of 25 feet and a side and rear yard setback of 8 feet, and with a lot width at build setback of 60 feet. Street access to the proposed subdivision is created for this via Evergreen Drive that is connected to an existing roadways and provides an ingress and egress off of O'Neal Road.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant has noted that the covenants for the existing Florence Gardens subdivision will apply for this request. The Engineering Department, Building Code Services, and City Arborist have listed conditions foe the proposed General Plan. Stated conditions are listed below. Before any vertical construction can be permitted a Final Plat of the proposed subdivision must be filed. Per the current subdivision regulations, a Final Plat must be filed within two years of a General Plan's tentative approval date otherwise a new General Plan submission will need to be submitted before the Planning Commission.

Any approval should consider these conditions:

1. Approval allows for the tentative approval of the proposed subdivision.
2. Add drain inlets and pipes along Evergreen and connect to other proposed drain pipes.
3. Add a sidewalk along the street along in front of the detention pond.
4. All work must meet City standards and ADA/PROWAG standards.
5. Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for Accessibility.
6. Sec. 8-12 – Construction near trees (a)(b)(c)(d)(e)(f), Sec. 8-5 (a) Residential Density.

Technical Report

General Plan
(Forest Ridge Phase 2C)

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Memo dated 5/14/26.

1. Add drain inlets and pipes along Evergreen and connect to other proposed drain pipes.
2. Add a sidewalk along the street along in front of the detention pond.
3. All work must meet City standards and ADA/PROWAG standards.

Public Works: No conditions. Memo dated 5/15/26.

Traffic and Safety: No conditions. Memo dated 5/18/26.

Building Code Services: Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for Accessibility. Memo dated 5/8/26.

GIS: No conditions. Memo date 5/15/26.

Police Department: No comment as of 5/18/26.

Fire Department: No conditions. Memo dated 5/6/26.

City Arborist: Sec. 8-12 – Construction near trees (a)(b)(c)(d)(e)(f), Sec. 8-5 (a) Residential Density. Memo dated 5/7/26.

Landscape Manager: No conditions. Memo dated 5/6/26

DIRECTOR APPROVAL

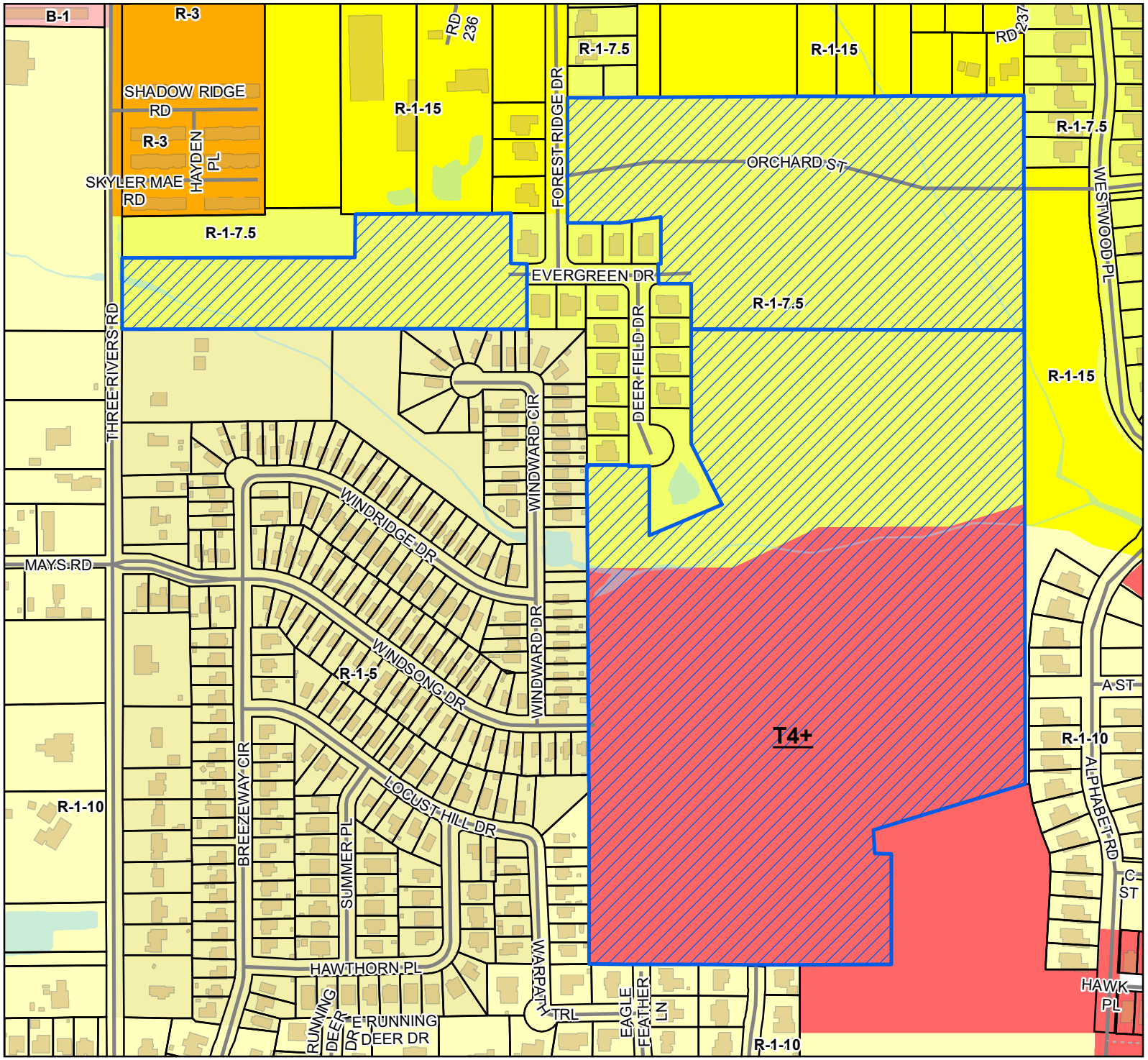
This report has been reviewed and approved by:

Greg S. IL

Greg Holmes
Director of Urban Development Department

2605PC066

General Plan



- Site
- Street
- Alley
- Parcels
- Buildings
- Water Features

Smart Code

- T4+

Zoning

- B-1 - Neighborhood Business District
- R-1-10 - Single Family Residence (Low Density)
- R-1-15 - Single Family Residence District (Low Density)
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-3 - General Residence (High Density)

Site Information

0908D-01-015.000
0908E-01.001.000
Zoning:R-1-7.5 (Single Family), T4+ (General Urban Zone Plus)
Size: 71.6 Acres
Flood: X, AE

0 60 120 180
Yards

1 inch = 400 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2605PC066
Date Received: 4/7/26
Receipt #: 13789756
Received By: DJJ
Zoning: R-1-7.5, T4
Ward: 6 Flood: X, AE
Size: 71.6 Acres

Property Information

TAX PARCEL #

0	9	0	8	D	–	0	1	–	0	1	5	0	0	0
0	9	0	8	E	–	0	1	–	0	0	1	0	0	0
					–			–						

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: Orchard Street and Evergreen Drive

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 26 lots for development.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Florence Gardens, LLC	Brown, Mitchell & Alexander, Inc.
Printed Name Of Owner	Printed Name Of Agent
12321 Preservation Drive	131 Rue Magnolia
Mailing Address	Mailing Address
Gulfport MS 39503	Biloxi MS 35930
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel No(s). 0908D-01-015.000 & 0908E-01-001.000.

_____ DATE: APRIL 1, 2026

FLORENCE GARDENS, LLC

PRESIDENT

TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of April, 2026.

_____

NOTARY PUBLIC



C:\Users\Ryan\AppData\Local\Microsoft\Olk\Attachments\ooa-a9c3351a-8e00-4101-ad0a-469761276566\21dc7211c6c78f5efcf488232541e3c890ebab58ff51b7371fac142a95a5119d\6c6f14a2925bbc5518053b262a5e7424352cda0ce729d32cd56bd519826.docx

April 1, 2026

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

RE: Covenants
Forest Ridge Subdivision, Phase 2C
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Forest Ridge Drive, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-015.000 & 0908E-01-001.000

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Forest Ridge subdivision will apply for this request.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

HEATHER KIRKENDALL
Commission Expires
11-06-2026
NOTARY PUBLIC
ID 346096
Jackson County
STATE OF MISSISSIPPI

C:\Users\Ryan\AppData\Local\Microsoft\Olk\Attachments\ooa-a9c3351a-8e00-4101-ad0a-469761276566\c38b57787591e82b9af2b822db786efb294425ed7977f6fe939fe29c151fbf14\LTR Covenant Declaration (for FG signature & notary).docx

April 1, 2026

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

RE: Authority to Act as Agent
Forest Ridge Subdivision (Phase 2C)
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Forest Ridge Drive, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-015.000 & 0908E-01-001.000.

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

HEATHER KIRKENDALL
Commission Expires
11-06-2026
NOTARY PUBLIC
ID 346096
Jackson County
STATE OF MISSISSIPPI

S:\Permanent (Old P Drive)\3405-29 (Forest Ridge Phase 2)\General Plan\2C\LTR Authority to Act as Agent (for FG signature & notary).docx

SITEWORK PLANS

FOR

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

PREPARED FOR

FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503
PH (228) 539-5039

PRELIMINARY

APRIL, 2026

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

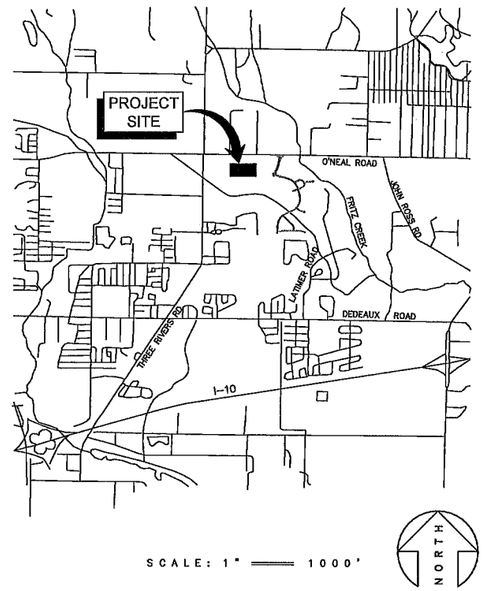
401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

z:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg—4/8/2026

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
GENERAL NOTES AND LEGEND	C-002
TYPICAL SECTIONS	C-003
SHEET LAYOUT PLAN	C-004
EXISTING CONDITIONS/DEMOLITION PLAN	C-111
SITE LAYOUT PLAN	C-121
OVERALL DRAINAGE PLAN	C-131
OVERALL UTILITY PLAN	C-141
OVERALL EROSION CONTROL PLAN	C-151
PLAN/PROFILE	C-201
PLAN/PROFILE	C-202
PLAN/PROFILE	C-203
PLAN/PROFILE	C-204
PLAN/PROFILE	C-205
PLAN/PROFILE	C-206
CONSTRUCTION DETAILS	C-501
CONSTRUCTION DETAILS	C-502
CONSTRUCTION DETAILS	C-503
CONSTRUCTION DETAILS	C-504
CONSTRUCTION DETAILS	C-505
CONSTRUCTION DETAILS	C-506

BMA No. 3405-29 SET NO. _____

3405-29 - FOREST RIDGE PHASE 2C

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

GENERAL NOTES

1. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) OR (811) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO INITIATING CONSTRUCTION ACTIVITIES. THE OWNER MUST BE CONTACTED SEPARATELY TO LOCATE THEIR PRIVATELY OWNED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO UTILITIES THAT RESULT FROM CONTRACTOR'S WORK. ANY COST ASSOCIATED WITH REPLACING/REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. FOR A LIST OF PUBLIC AND PRIVATE UTILITIES, SEE BELOW:

AT&T (BELL SOUTH)	228-557-6123
MISSISSIPPI POWER COMPANY	228-867-6343
COAST ELECTRIC	228-832-1761
CENTERPOINT	228-896-7500
CABLE ONE	228-374-5900
CITY OF GULFPORT PUBLIC WORKS	228-868-5742

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES WITHIN THE PROJECT LIMITS LOCATED AND THOSE LOCATIONS UPDATED AS NECESSARY DURING THE PROJECT.
4. ADJUSTMENTS TO PRIVATE UTILITIES (I.E. GAS, POWER, ELECTRIC, COMMUNICATION, ETC.) SHALL BE MADE BY OTHERS BUT SHALL BE COORDINATED BY CONTRACTOR.
5. CONTRACTOR SHALL DISPOSE OFF-SITE ALL MATERIAL, MISCELLANEOUS TRASH & DEBRIS FROM ALL AREAS WITHIN THE LIMITS OF WORK. ALL SUCH WORK AND DISPOSAL SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ANY LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, CODES, RULES OR REGULATIONS THAT APPLY TO ANY PORTION OF CONSTRUCTION OF THIS PROJECT.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY LOCAL, STATE AND FEDERAL PERMITS OR LICENSES REQUIRED FOR CONSTRUCTION OF THIS PROJECT, OTHER THAN THOSE OBTAINED BY THE OWNER.
8. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER AND SHALL OBTAIN A WRITTEN INTERPRETATION OR CLARIFICATION FROM THE ENGINEER BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE ENGINEER.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN THE UNDERCUT AREA AND THE UNDERCUT DEPTH AROUND SUBSURFACE STRUCTURES AND LINES. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES OR LINES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN A SAFE AND HEALTHY WORK SITE.
12. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BRACING, SHORING, OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS, EQUIPMENT, AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE
13. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL MEANS & METHODS, AS WELL AS, PROPER CONSTRUCTION SEQUENCING. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PROGRESS SCHEDULE OUTLINING THE INTENDED SEQUENCE OF CONSTRUCTION.
14. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CURRENT GULFPORT CONSTRUCTION STANDARDS.

ROADWAY & CONCRETE WORK

1. BASE AND PAVEMENT FOR STREET INTERSECTION AND ADJACENT ROAD TURNOUTS SHALL MATCH THE PROPOSED ROADWAY.
2. WHERE MILLING OF THE ROADWAY IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE. ANY ASSOCIATED COST SHALL BE ABSORBED IN MILLING.
3. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT AT CONNECTIONS TO EXISTING PAVEMENT.
4. ALL RADII ARE TO BE FIELD DETERMINED. RADII SHOWN ON THE PLANS ARE APPROXIMATE.
5. ALL CONCRETE SHALL BE CLASS "B", 3,000 PSI UNLESS OTHERWISE NOTED. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾", UNLESS OTHERWISE NOTED. MATERIALS, PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. EDGES OF ASPHALT AND CONCRETE TO BE REMOVED SHALL BE CUT AT ADJACENT PAVEMENT, WALKWAYS AND DRIVEWAYS. OTHER SURFACES TO REMAIN MUST BE SAW CUT. SAW CUTTING OF ASPHALT AND CONCRETE SHALL BE ABSORBED IN THE APPLICABLE DEMOLITION PAY ITEM.
7. CRUSHED STONE BASE WILL BE PAID BASED ON THE LINES AND GRADES SHOWN ON THE PLANS.

EARTHWORK

1. ALL SOILS DISTURBED SHALL BE COMPACTED TO 95% PER ASTM D 1557 IN 8" LIFTS BENEATH ROADWAY AND 92% PER ASTM D 1557 IN 8" LIFTS FOR DISTURBED SOILS BEYOND THE ROADWAY.

SURFACE DRAINAGE & GRADING

1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES DURING THE COURSE OF THE PROJECT.
2. CONTRACTOR SHALL PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA. CONTRACTOR SHALL NOT ALLOW WATER TO ACCUMULATE IN EXCAVATIONS. CONTRACTOR SHALL REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERGROUND FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADE AND FOUNDATIONS. CONTRACTOR SHALL PROVIDE AND MAINTAIN PUMPS, WELL POINTS, SUMPS, SUCTION AND DISCHARGE LINES, AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS. CONTRACTOR SHALL ESTABLISH AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. CONTRACTOR SHALL NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES. DEWATERING SYSTEMS AND ESTABLISHMENT AND MAINTENANCE OF TEMPORARY DRAINAGE SHALL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHOULD BE ABSORBED IN OTHER BID ITEMS.
3. THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND ELEVATIONS FOR TIE IN POINTS TO EXISTING PAVEMENT AND NOTIFY ENGINEER OF ANY VARIATIONS GREATER THAN 0.1' TWO (2) WEEKS PRIOR TO ANY FINAL GRADING, BASE, OR PAVEMENT CONSTRUCTION TO ALLOW FOR NECESSARY REVISIONS TO THE GRADING PLAN BY THE ENGINEER.
4. IF SPECIFIC GRADES OR SLOPES ARE NOT SHOWN FOR WORK IN ANY AREA, CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE IS ACHIEVED AND TIE INTO EXISTING CONDITIONS WITH A MINIMUM SLOPE OF 1% IN GRASSED AREAS AND 0.5% ON PAVED SURFACES, UNLESS SHOWN OTHERWISE ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
5. AREAS AROUND DRAINAGE STRUCTURES, INTAKES, AND OUTFALLS SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE.

SUBSURFACE DRAINAGE

1. TOE WALLS ARE REQUIRED AT ALL UPSTREAM AND DOWNSTREAM FLARED END SECTIONS, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL REINFORCED CONCRETE PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL REINFORCED PIPE (ROUND AND ARCH) SHALL BE SUPPLIED WITHOUT LIFTING (PICK-UP) HOLES.
3. FLARED END SECTIONS (ALL SIZES) MAY BE FURNISHED WITH EITHER BELL & SPIGOT OR TONGUE & GROOVE JOINTS.
4. ALL "VARIES" DIMENSIONS DEPEND DIRECTLY ON PIPE SIZE, THICKNESS, AND DEPTH OF PIPE.
5. PIPE LENGTHS ARE MEASURED FROM INSIDE FACE OF BOX TO INSIDE OF BOX.
6. ALL PIPES SHALL BE FLUSH WITH THE INTERIOR FACE OF THE BOX.
7. CONTRACTOR SHALL VIDEO ALL NEW STORM DRAIN LINES 42" AND SMALLER AND ALL NEW ARCH STORM DRAIN LINES 65" X 40" AND SMALLER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AND THE COST SHALL BE ABSORBED.
9. NO IMPROVEMENT SHALL INTERFERE OR BLOCK DRAINAGE.
10. TOP ELEVATIONS OF INLETS AND BOXES ARE APPROXIMATE. FINAL GRADE SHALL BE FIELD DETERMINED AT NO ADDITIONAL COST TO MATCH FINISH GRADE AND PROVIDE PROPER DRAINAGE.
11. PAYMENT FOR STEPS AND INSTALLATION OF STEPS IN DRAINAGE STRUCTURES SHALL BE AN ABSORBED ITEM. STEPS ARE REQUIRED IN ANY BOX DEEPER THAN 3'.
12. REPAIR TO EXISTING DRAINAGE STRUCTURES TO TIE IN NEW DRAINAGE LINES SHALL BE ABSORBED IN THE COST OF THE NEW PIPE.
13. RECONNECTING EXISTING PIPES TO NEW DRAINAGE STRUCTURES SHALL BE ABSORBED, INCLUDING ANY DISCOVERED PIPES THAT NEED TO BE CONNECTED.

UTILITIES GENERAL

1. CONTRACTOR SHALL EXPLORE AHEAD (SURFACE AND SUBSURFACE) 200 FEET OF THE PIPE BEING LAID SO THAT NECESSARY ADJUSTMENTS CAN BE MADE IN THE ALIGNMENT OF THE PIPE IN CASE OF CONFLICTS WITH EXISTING STRUCTURES, UTILITIES, OR ANY OTHER KNOWN OR UNKNOWN OBSTRUCTIONS.
2. CONTRACTOR SHALL CAREFULLY CHECK ALL WATER, SEWER, DRAINAGE AND UNDERDRAIN CROSSINGS AND SHALL INSTALL ALL WATER SERVICES, SEWER SERVICES, WATER PIPE(S), ETC. AT AN ELEVATION WHICH WILL AVOID ALL CONFLICTS AND IN ACCORDANCE WITH MINIMUM COVER AND SLOPE REQUIREMENTS.
3. CONTRACTOR SHALL COORDINATE CONNECTION TO EXISTING WATER AND SEWER SYSTEM WITH THE OWNER OF THE UTILITIES AND ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING AT HIS OWN EXPENSE ANY DAMAGED SANITARY SEWER PIPES AND APPURTENANCES, STORM DRAIN PIPES AND APPURTENANCES, WATER PIPES AND APPURTENANCES, DRAINAGE STRUCTURES, OR ANY OTHER EXISTING STRUCTURES OR OBSTRUCTION WHICH, IN THE OPINION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE, WAS DAMAGED BY THE CONTRACTOR. CONTRACTOR SHALL HAVE ON HAND AT ALL TIMES THE NECESSARY FITTINGS AND ACCESSORIES NEEDED TO PERFORM EMERGENCY REPAIR ON ANY EXISTING SANITARY SEWER PIPE, WATER PIPE, STORM DRAIN, FORCE MAIN, SERVICES, ETC. SHOULD THE PIPE(S) OR SERVICE(S) BE DAMAGED DURING CONSTRUCTION.
5. AT ALL LOCATIONS WHERE PIPE AND/OR FITTINGS COME IN CONTACT WITH CONCRETE, THE TWO MATERIALS SHALL BE SEPARATED BY 1/8 INCH SHEET RUBBER.

WATER UTILITIES

1. IF WATER PIPE(S) CROSSING SANITARY SEWERS CANNOT MAINTAIN 18" VERTICAL SEPARATION ABOVE THE SEWER PIPE OR IF IT CROSSES UNDER SEWER PIPE, THE WATER PIPE MUST BE DUCTILE IRON. (PER THE SPECIFICATIONS AND DETAILS)

SEWER UTILITIES

1. THE CONTRACTOR SHALL NOT OPERATE ANY VALVE OR PUMP STATION. PLUG ANY SEWER PIPE OR DISCONTINUE ANY SERVICE WITHOUT SPECIFIC PERMISSION FROM THE OWNER OR HIS AUTHORIZED REPRESENTATIVE.
2. ALL MANHOLES SHALL BE A MINIMUM FOUR FEET (4') IN DIAMETER UNLESS OTHERWISE NOTED ON THE DRAWINGS. LARGER DIAMETER MANHOLES SHALL BE USED WHERE PIPE DIAMETER, DEPTH OF CUT OR THE CONNECTION OF AN INTERIOR DROP ASSEMBLY DICTATE. LARGER MANHOLES SHALL BE USED ON ANY MANHOLE SIXTEEN FEET (16') OR GREATER IN DEPTH.
3. CONTRACTOR SHALL POUR CONCRETE INVERTS IN ALL SEWER MANHOLES AT NO ADDITIONAL COSTS.
4. ALL MANHOLES WITHIN THE FLOOD ZONE SHALL HAVE WATERTIGHT MANHOLE CASTINGS.
5. CONTRACTOR SHALL VIDEO INSPECT NEW SANITARY SEWER MAINS AND SERVICES INSTALLED AS PART OF THE PROJECT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EROSION CONTROL

1. CONTRACTOR SHALL STRICTLY ADHERE TO THE STORMWATER POLLUTION PREVENTION PLAN AND THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) PERMIT. OMISSIONS TO THESE PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PROVIDING PROTECTION OF ONSITE AND OFFSITE DRAINAGE SYSTEMS FROM SEDIMENT TRANSPORT. ANY FAILURES OF THE PROTECTIVE MEASURES SHOWN ON THESE PLANS OR IN THE SPECIFICATIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ANY CORRECTIVE MEASURES REQUIRED TO STAY IN COMPLIANCE OF THE MDEQ PERMIT SHOULD BE COORDINATED WITH THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO INSPECT AND SUBMIT REPORTS ON SITE CONDITIONS PER THE STORMWATER PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN EROSION CONTROL PLAN BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT SAID PLAN TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED EROSION CONTROL PLANS NOTING FAILURE AND CORRECTIVE ACTIONS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMING TO THE REQUIREMENTS OF THE GENERAL STORMWATER PERMIT.
3. THE CONTRACTOR SHALL MONITOR THE SITE FOR COMPLIANCE WITH THE CNOI AND SHALL PRODUCE REPORTS IN ACCORDANCE WITH THE CNOI.
4. THE CONTRACTOR SHALL BE REQUIRED TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND PERFORM ALL WORK FOR THE PROPER INSTALLATION, MAINTENANCE AND REMOVAL OF ANY TEMPORARY EROSION CONTROL MEASURE(S) NECESSARY TO CONTROL SILTATION.
5. CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCES AROUND THE PERIMETER OF ALL VEGETATED AREAS WHICH ARE DISTURBED AND SHALL PREVENT SILTATION OF ADJACENT DRAINAGE SYSTEMS AND CHANNELS WITH SILT FENCING. THE USE OF HAY BALES IS PROHIBITED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS DURING THE ENTIRE COURSE OF THE PROJECT PER ACCEPTABLE/APPROVED STORMWATER BEST MANAGEMENT PRACTICES. THE (BMPS) SHALL BE IN ACCORDANCE WITH MDEQ'S PLANNING AND DESIGN MANUAL FOR THE CONTROL OF EROSION, SEDIMENT AND STORMWATER.
6. SILT FENCES SHALL BE INSTALLED AND PROPERLY MAINTAINED AROUND ALL STOCKPILED MATERIALS.
7. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY, EASEMENTS AND/OR PROJECT LIMITS SHALL BE GRASSED PER THE SPECIFICATIONS. ACCEPTANCE SHALL BE BASED ON SATISFACTORY GROWTH AND COVERAGE OF SEED(S) PLANTED.
8. EXISTING VEGETATION SHALL BE MAINTAINED AND PROTECTED WHEREVER POSSIBLE.
9. WHERE APPLICABLE ALL CONSTRUCTION TRAFFIC SHALL ENTER/EXIT THE SITE THROUGH THE CONSTRUCTION ENTRANCE. A CONSTRUCTION ENTRANCE IS REQUIRED AT ALL ACCESS POINTS ON THE SITE.
10. CONTRACTOR SHALL KEEP ALL ADJACENT ROADWAYS CLEAN OF DIRT AND DEBRIS AT ALL TIMES AND SHALL SWEEP STREETS DAILY, IF NECESSARY.
11. TEMPORARY OR PERMANENT VEGETATIVE PRACTICES SHALL BE IMPLEMENTED WITHIN IMMEDIATELY WHEN A DISTURBED AREA WILL BE LEFT UNDISTURBED FOURTEEN DAYS OR MORE.
12. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL NOT BE REMOVED UNTIL PERMANENT EROSION CONTROLS ARE ESTABLISHED ON ALL DISTURBED AREAS. FINAL APPROVAL ON THE PROJECT WILL NOT BE MADE UNTIL ALL TEMPORARY EROSION CONTROLS ARE REMOVED AND PERMANENT EROSION CONTROLS ARE EFFECTIVELY ESTABLISHED.
13. ALL EQUIPMENT REPAIR AND MAINTENANCE SHALL BE PERFORMED OFFSITE.
14. RECEPTACLES SHALL BE PROVIDED TO PROPERLY DISPOSE OF ALL TRASH AND WASTE. ALL CONSTRUCTION DEBRIS SHALL BE PICKED UP AT THE END OF EACH DAY AND SHALL BE REMOVED COMPLETELY FROM THE SITE AT THE END OF THE PROJECT.
15. TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK. IF IT WILL BE REQUIRED TO REMOVE THEM TEMPORARILY DUE TO CONSTRUCTION ACTIVITIES, ONCE THOSE ACTIVITIES ARE COMPLETED OR AT THE END OF THE WORK DAY, THE TEMPORARY CONTROLS SHALL BE REINSTALLED IMMEDIATELY.
16. ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE DEEMED NECESSARY IF THE CONTROLS FOUND IN THIS STORMWATER MANAGEMENT PLAN ARE FOUND TO BE INEFFECTIVE.
17. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM CONTROLS WHEN IT REACHES ONE-HALF THE HEIGHT OF THE CONTROL. THE SEDIMENT SHALL BE PROPERLY DISPOSED OF SO AS NOT TO CAUSE SEDIMENTATION IN ANOTHER LOCATION.
18. EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED WEEKLY AND FOLLOWING ANY RAIN EVENT. NON-FUNCTIONING, INEFFECTIVE OR DAMAGED CONTROLS SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT MIGRATES INTO THE STORM DRAIN SYSTEM.
20. ANY SEDIMENT THAT HAS MIGRATED OFFSITE WHETHER ONTO PUBLIC OR PRIVATE PROPERTY SHALL BE REMOVED IMMEDIATELY UPON DISCOVERY.
21. ALL EROSION CONTROLS SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS.

PERMANENT AND TEMPORARY TRAFFIC CONTROL

1. MAINTENANCE OF TRAFFIC SHALL INCLUDE ALL SIGNS, BARRICADES, TEMPORARY PAVEMENT MARKINGS, WARNING LIGHTS, PERSONNEL, MAINTENANCE LIMESTONE, TRAFFIC CONTROL DEVICES, SUPERVISION, AND OTHER ITEMS CONCERNING TRAFFIC CONTROL. THERE SHALL BE NO OTHER PAYMENTS MADE FOR THIS WORK. TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD).
2. CONTRACTOR SHALL INVENTORY ALL EXISTING SIGNS AND LOCATIONS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REMOVE, SAFELY STORE TO PREVENT DAMAGE AND REINSTALL ANY STREET SIGNS IMPACTED BY THE PROJECT. ONLY SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REMOVED. ANY SIGNS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SIGNS REPLACED MUST CONFORM TO MUTCD.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THEIR OWN TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE LATEST MUTCD BASED ON THE SEQUENCE OF CONSTRUCTION AND SUBMIT TO THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE AT THE BEGINNING OF THE PROJECT AND PROVIDE MODIFIED/UPDATED TRAFFIC CONTROL PLANS.
4. STRIPED MARKINGS ON BARRICADES WITH STRIPE ANGLING DOWNWARD ON A 45-DEGREE ANGLE DOWN AWAY FROM THE OBSTRUCTION OR ANGLE DOWN IN THE DIRECTION OF TRAFFIC DETOUR IS EXPECTED TO FOLLOW.
5. ALL CONSTRUCTION SIGNS SHALL BE IN PLACE BEFORE THE START OF ANY CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND REMAIN IN PLACE FOR THE EXTENT OF THE PROJECT.
6. REPLACEMENT OF LOST OR DAMAGED CONSTRUCTION SIGNS OR DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. LOST OR DAMAGED SIGNS SHALL BE REPLACED IMMEDIATELY. NO PAYMENT SHALL BE MADE FOR SUCH REPLACEMENT OR REPAIR.
7. ALL SIGNS THAT CONFLICT WITH THE CONSTRUCTION OF THE PROJECT SHALL BE COVERED/REMOVED AND RESET BY THE CONTRACTOR. COST TO BE ABSORBED IN MAINTENANCE OF TRAFFIC.
8. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING, AND CONSTRUCTING THE FACILITY SHALL BE ABSORBED IN MAINTENANCE OF TRAFFIC.
9. ORANGE FLUORESCENT SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGENDS AND BORDER ON WHITE BACKGROUNDS.
10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.
11. ALL PLASTIC DRUMS AND CONES SHALL HAVE A BALLASTING COLLAR MADE FROM RECYCLED TRUCK TIRES OR OTHER SUITABLE MATERIAL.
12. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

EXISTING LEGEND

- PROPERTY LINE
- EASEMENT LINE
- TREE LINE
- CENTERLINE OF DITCH
- TOE OF DITCH BANK
- TOP OF DITCH BANK
- FENCE LINE
- SEWER MAIN
- WATER MAIN
- SEWER FORCE MAIN
- FIBER OPTIC
- GAS MAIN
- TELEPHONE LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- DRAINAGE LINE
- CONTOUR LINE
- SEWER MANHOLE
- SEWER LIFT STATION
- SEWER CLEANOUT
- AIR RELEASE VALVE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- FIRE DEPT. CONNECTION
- GAS METER
- DRAINAGE MANHOLE
- CURB INLET
- DRAINAGE INLET
- POWER POLE (WITH GUY)
- LIGHT POLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- COMMUNICATIONS MANHOLE
- TELEPHONE PEDESTAL
- MAILBOX
- SIGN
- FLAG POLE
- IRON ROD FOUND
- IRON ROD SET
- SPOT ELEVATION
- BENCHMARK

PROPOSED LEGEND

- LINE TO BE DEMOLISHED
- LINE TO BE ABANDONED
- DITCH CENTERLINE
- TOE OF DITCH BANK
- TOP OF DITCH BANK
- CHAIN LINK FENCE
- TEMPORARY SILT FENCE
- STRAW WATTLE
- 4" SEWER MAIN
- 6" SEWER MAIN
- 8" SEWER MAIN
- 10" SEWER MAIN
- 12" SEWER MAIN
- 15" SEWER MAIN
- SEWER FORCE MAIN
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- FIRE LINE
- DRAINAGE LINE
- CONTOUR LINE
- SS-2 CURB INLET
- SS-2 (10') CURB INLET
- SS-2 (15') CURB INLET
- DRAIN MANHOLE
- DRAIN INLET
- NYLOPLAST INLET
- FLARED END SECTION
- PROPOSED GRADE
- SEWER MANHOLE
- SEWER CLEANOUT
- SEWER LIFT STATION
- AIR RELEASE VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- WATER VALVE
- WATER METER
- FIRE DEPT. CONNECTION
- REDUCER
- INLET PROTECTION

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

SEAL

PRELIMINARY

REV	DATE	BY

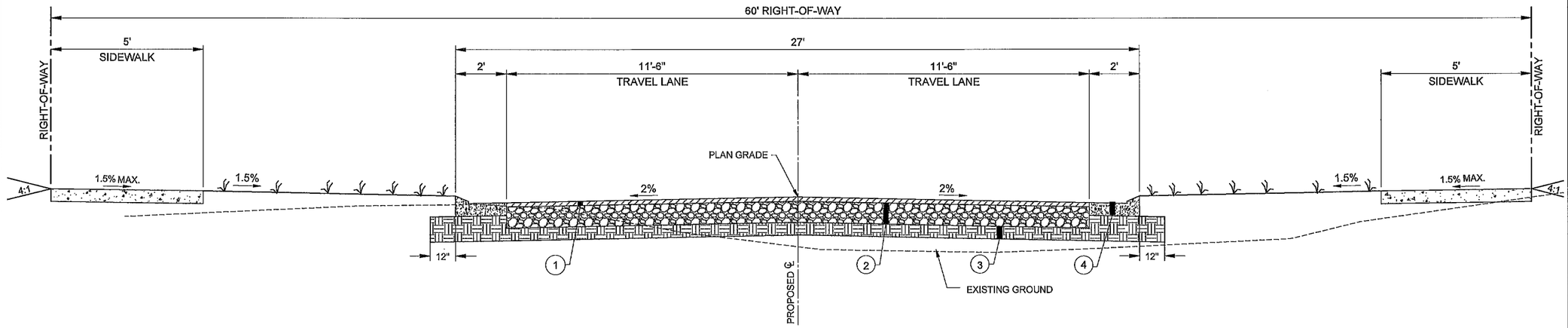
FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

GENERAL NOTES & LEGEND

CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	N.T.S.
BMA#	3405-29 (2C)
FILE	

SHEET C-002

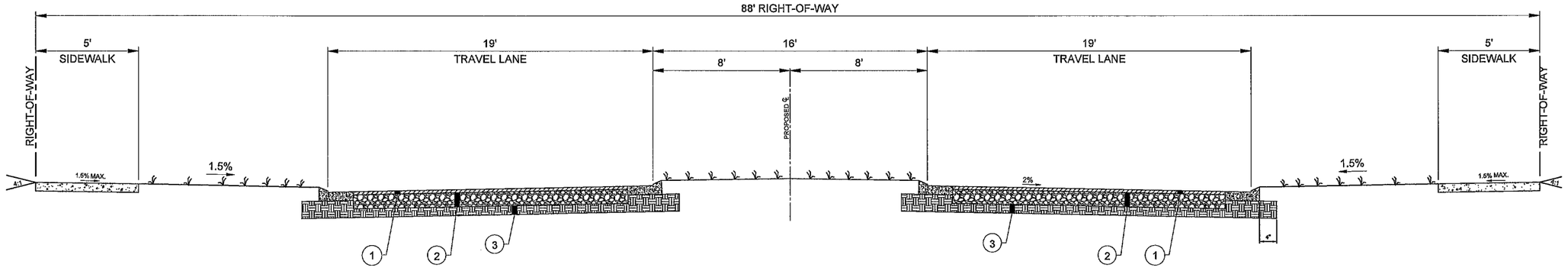
J:\3405-29 forest ridge, phase 2\phase 2c\--cad\dwgs\3405-29 - ph2c plotset.dwg--1/6/2026



ROAD SECTION

SCALE: 1" = 2'

ROAD 'B' - STA. 10+11.50 TO STA. 13+20,
ROAD 'B' - STA. 15+60 TO STA. 22+20 &
EVERGREEN DRIVE - STA. 40+60 TO STA. 46+40



ROAD SECTION

SCALE: 1" = 3'

ROAD 'B' - STA. 13+20 TO STA. 15+60

1. 3" HMA SURFACE
2. 6" LIMESTONE BASE (COMPACTED TO SPECIFICATIONS)
3. 6" PREPARED SUBGRADE (COMPACTED TO 95% MODIFIED PROCTOR)
4. 2' MOUNTABLE CURB & GUTTER

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-6312
131 Rue Magnolia Biloxi, MS 39530 (228)435-7612
2221 Market Street Pascagoula, MS 39567 (228)864-6312
www.bmaengineers.com

SEAL

PRELIMINARY

REV	DATE	BY

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

TYPICAL SECTIONS

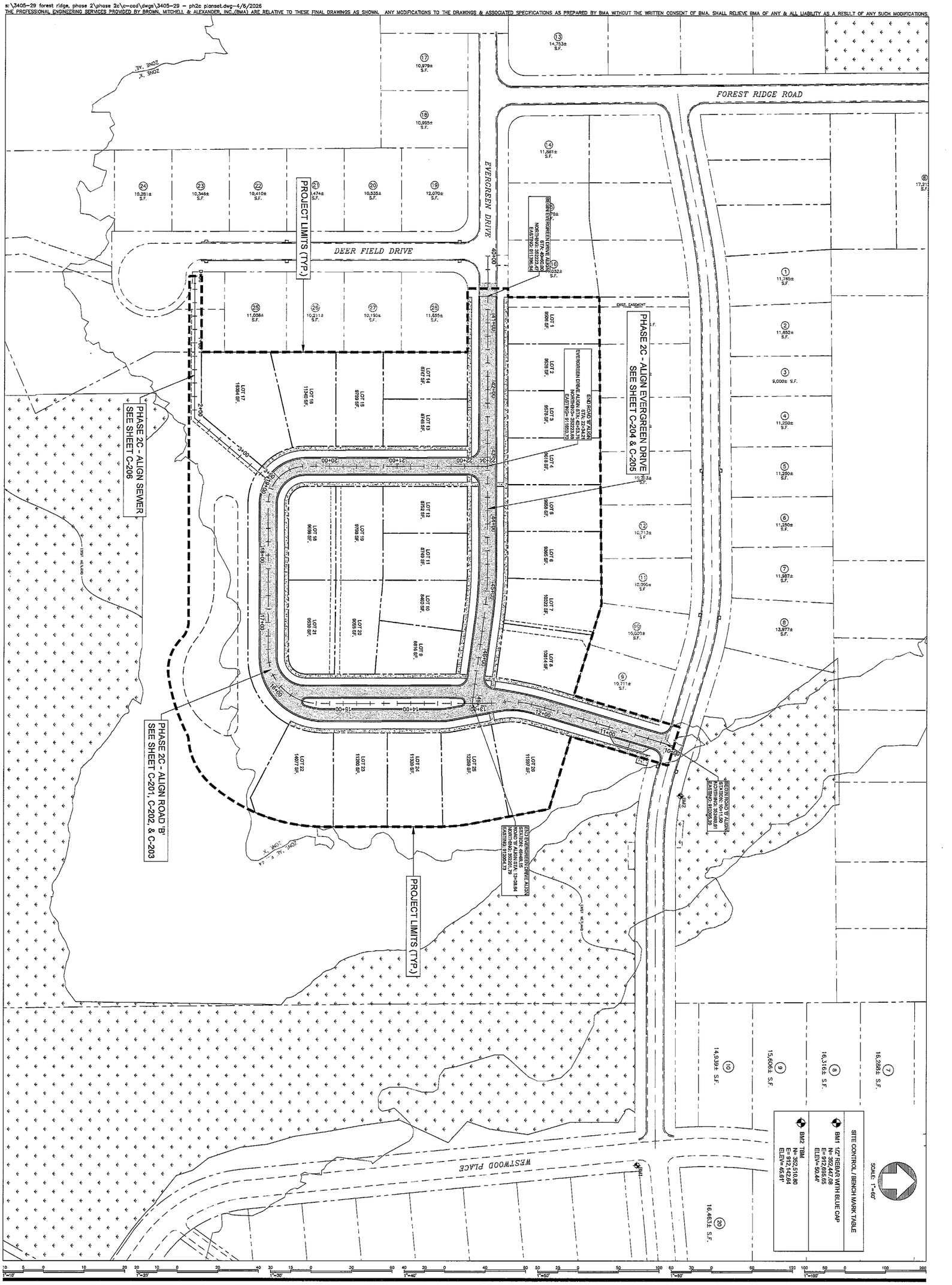
CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET C-003

s:\3405-29 forest ridge, phase 2\phase 2c\v-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET	C-004	CAD	BVN
		DESIGN	BVN
		DRAWN	BVN
		DATE	3/20/2026
		SCALE	1"=60'
		BMA#	3405-29 (2C)
		FILE	

FOREST RIDGE

PHASE 2C

GULFPORT, MISSISSIPPI

SHEET LAYOUT PLAN

REV	DATE	BY

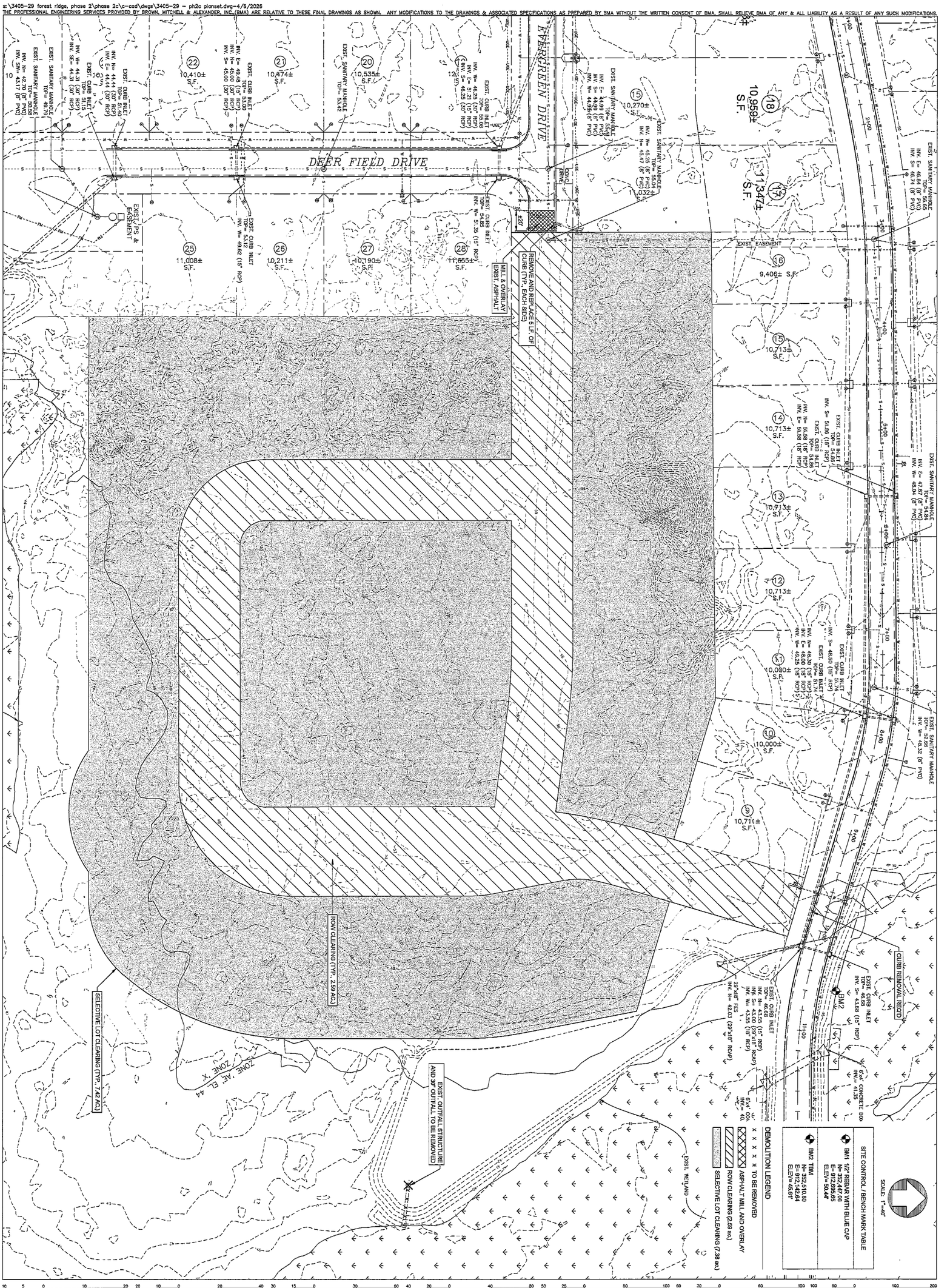
PRELIMINARY

SEAL

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

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET	CAD	BWN
C-111	ENG	DBA
	DATE	3/20/2026
	SCALE	1"=40'
	BMA #	3405-29 (2C)
	FILE	

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

EXISTING CONDITIONS/DEMOLITION PLAN

REV	DATE	BY

PRELIMINARY

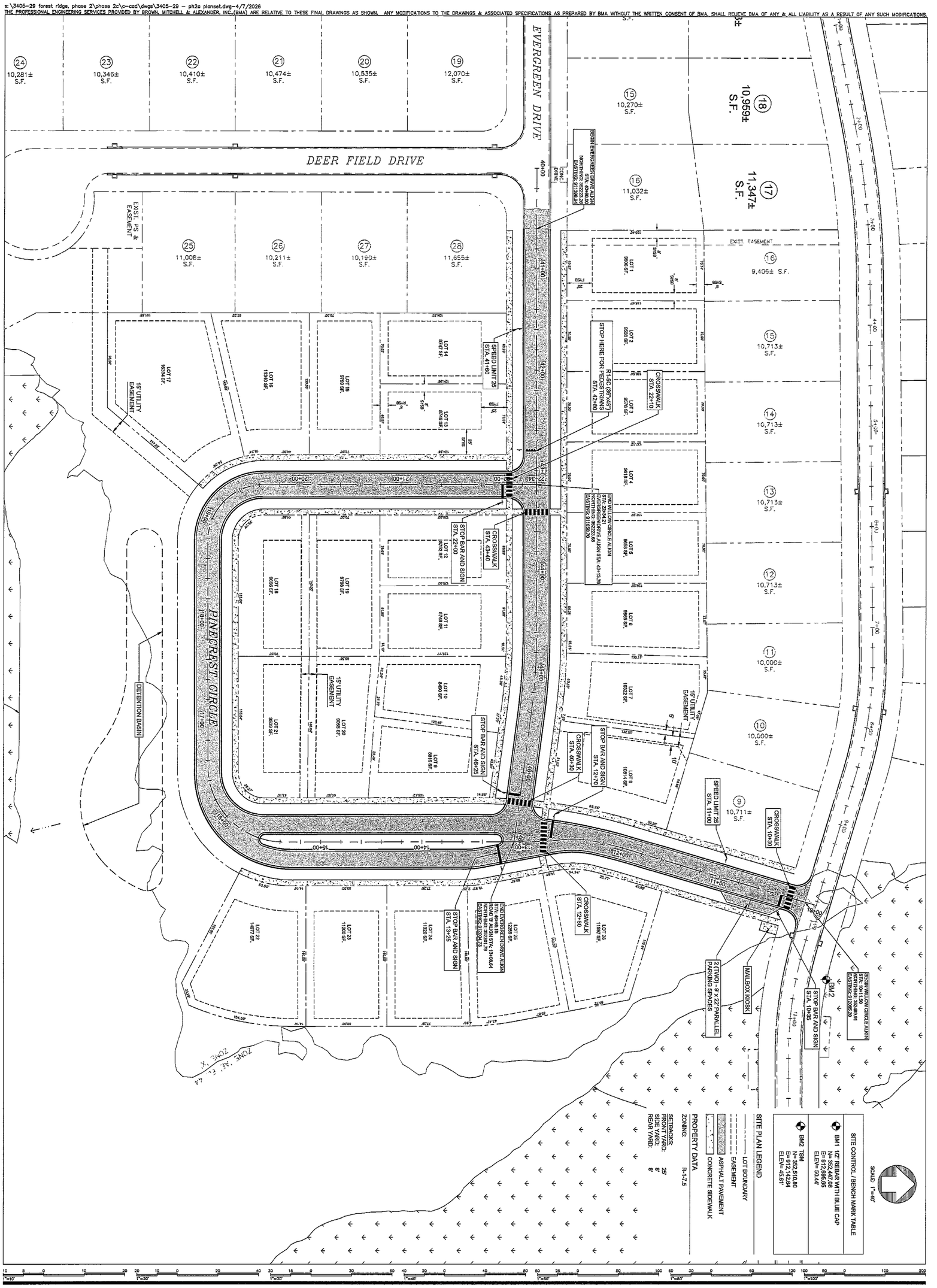
SEAL

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

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/7/2026

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET	DAD	BVN
C-121	DRAWN BY	
	DATE	3/30/2026
	SCALE	1"=40'
	BMA #	3405-29 (2C)
	FILE	

FOREST RIDGE

PHASE 2C

GULFPORT, MISSISSIPPI

SITE LAYOUT PLAN

REV	DATE	BY

PRELIMINARY

SEAL

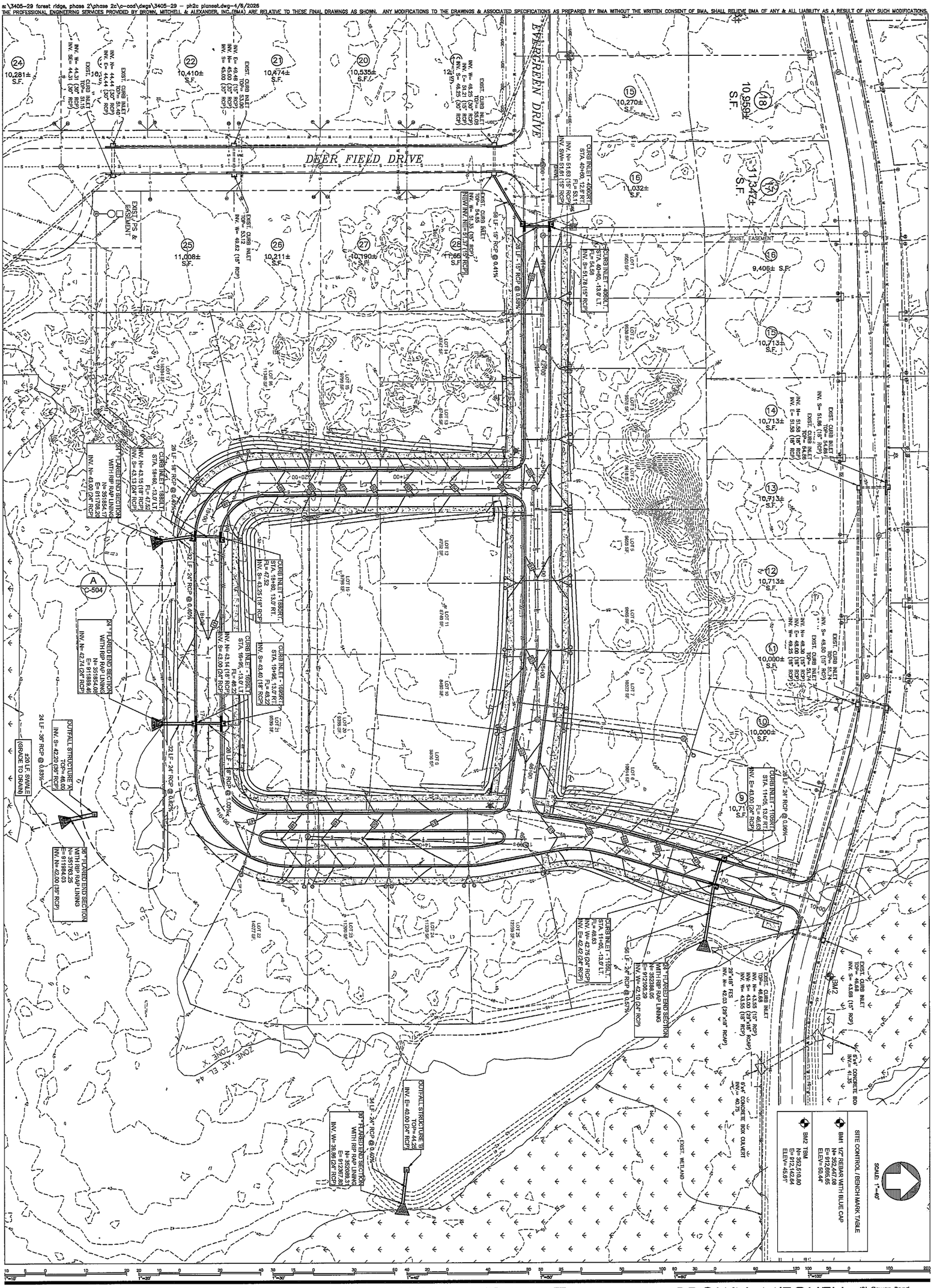
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

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

131 Rue Magnolia Biloxi, MS 39530 (228)436-7612

3221 Market Street Pascagoula, MS 39567 (228)864-7612

x:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET	CAD	BVN
C-131	ENG	DBA
	DATE	3/20/2026
	SCALE	1"=40'
	BMA #	3405-29 (2C)
	FILE	

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

OVERALL DRAINAGE PLAN

REV	DATE	BY

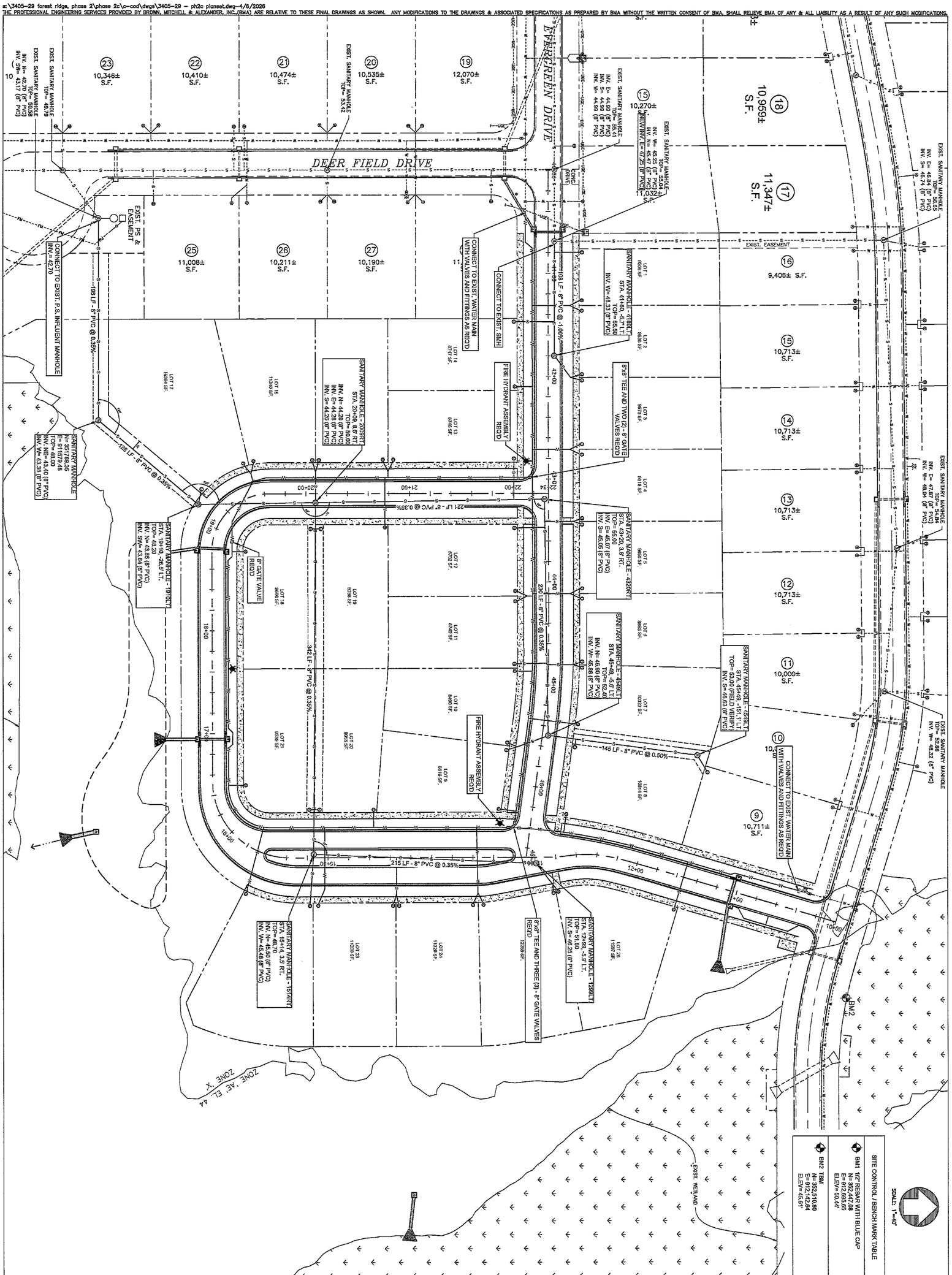
PRELIMINARY

SEAL

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

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

x:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET	CAD	BVN
C-141	ENG	DBA
	DATE	3/20/2026
	SCALE	1"=40'
	BMA#	3405-29 (2C)
	FILE	

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

OVERALL UTILITY PLAN

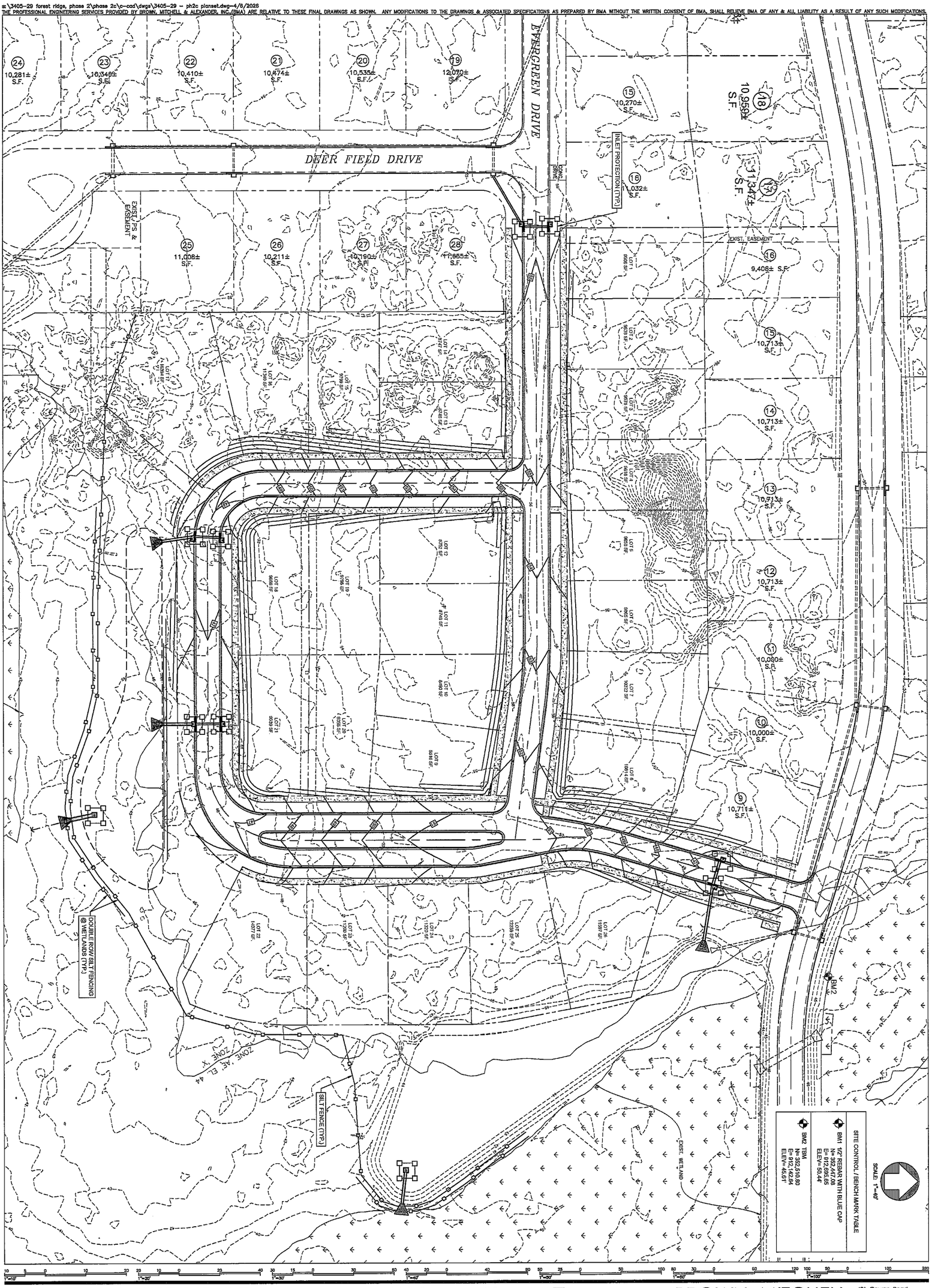
REV	DATE	BY

PRELIMINARY

SEAL

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

x:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 -- ph2c planset.dwg-4/8/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SHEET C-151

CAD BVN
ENG DBA
DATE 3/20/2026
SCALE 1"=40'
BMA # 3405-29 (2C)
FILE

FOREST RIDGE

PHASE 2C

GULFPORT, MISSISSIPPI

EROSION CONTROL PLAN

REV | DATE | BY

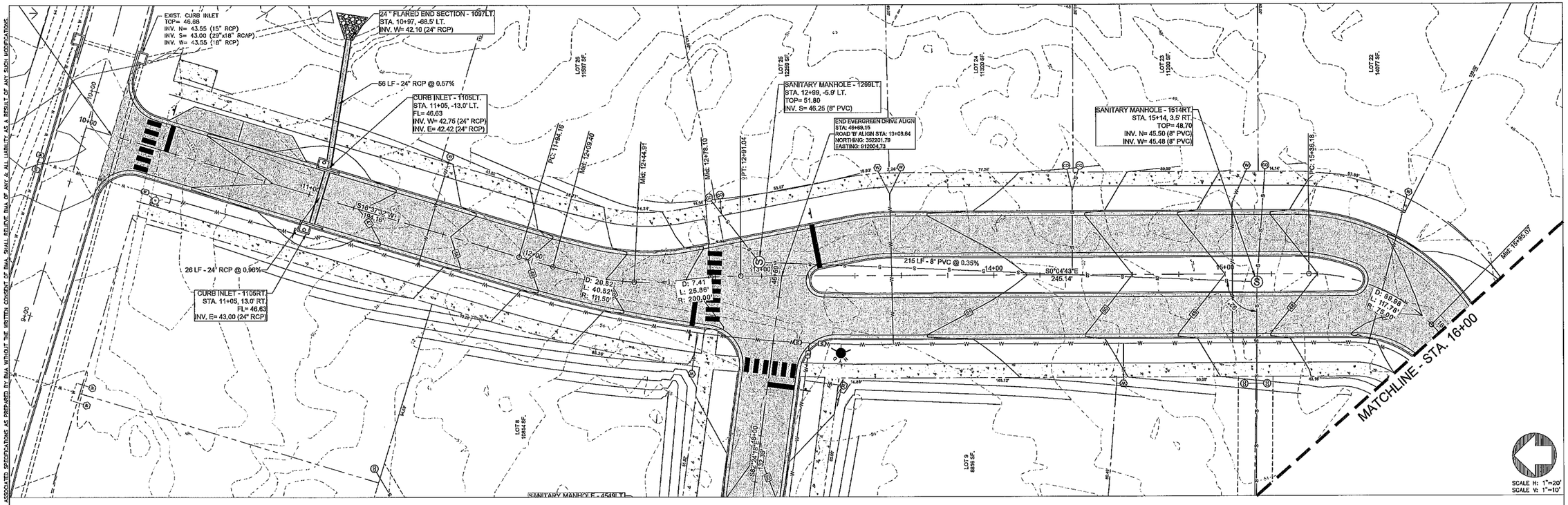
PRELIMINARY

SEAL

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

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



FILE NAME:3405-29 – PH2C Plansets DATE: 3/23/2026

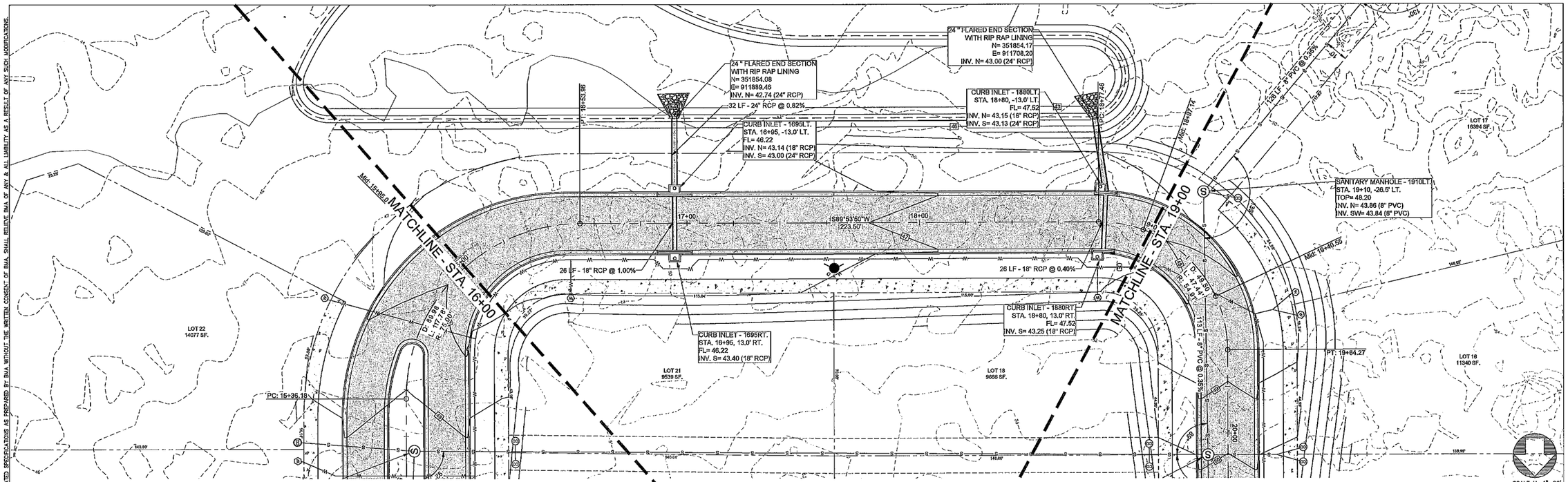
s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg--4/8/2026

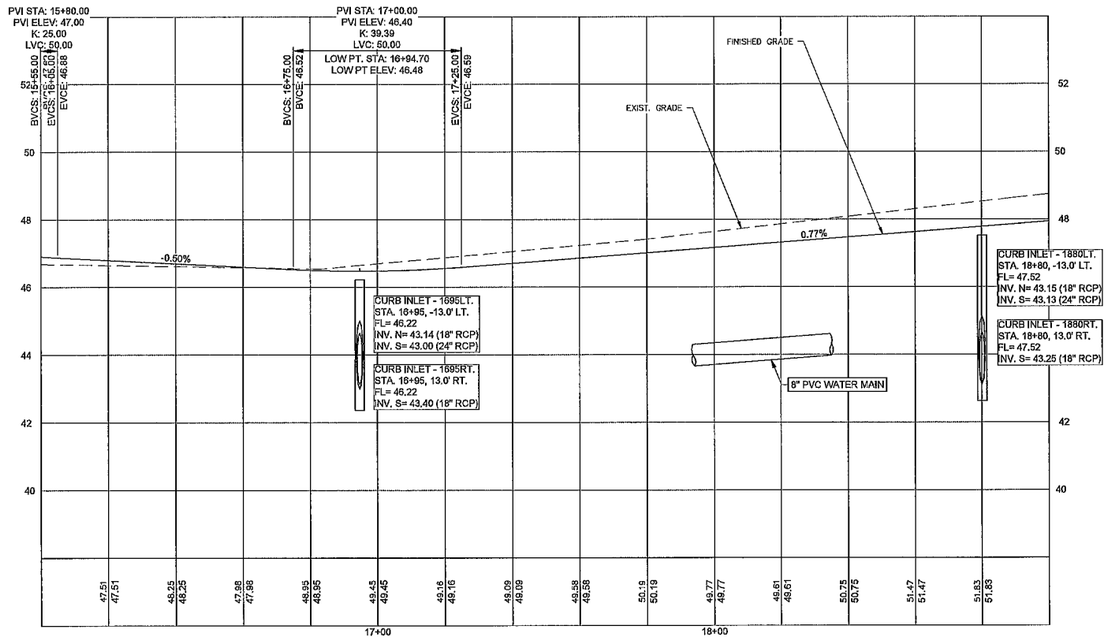
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FOREST RIDGE PH. 2C – PLAN & PROFILE STA. 10+00 TO STA. 16+00

SHEET C–201

s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg--1/8/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.





PRELIMINARY

FILE NAME:3405-29 - PH2C Planset.DATE: 3/23/2026

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FOREST RIDGE PH. 2C – PLAN & PROFILE STA. 16+00 TO STA. 19+00

SHEET C–202

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

e:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026

SANITARY MANHOLE
N= 351789.35
E= 911579.48
TOP= 48.00
INV. NE= 43.40 (8" PVC)
INV. W= 43.38 (8" PVC)

SANITARY MANHOLE - 1910LT.
STA. 19+10, -26.5' LT.
TOP= 48.20
INV. N= 43.86 (8" PVC)
INV. SW= 43.84 (8" PVC)

128 LF - 8" PVC @ 0.35%

MATCHLINE - STA. 16+00

SANITARY MANHOLE - 2009RT.
STA. 20+09, 8.6' RT.
TOP= 50.00
INV. N= 44.28 (8" PVC)
INV. E= 44.28 (8" PVC)
INV. S= 44.26 (8" PVC)

113 LF - 8" PVC @ 0.35%

N0°04'40"W
269.94'

221 LF - 8" PVC @ 0.35%

SANITARY MANHOLE - 4320RT.
STA. 43+20, 3.8' RT.
TOP= 55.00
INV. E= 45.07 (8" PVC)
INV. S= 45.05 (8" PVC)

END ROAD 'A' ALIGN
STA: 22+34.21
EVERGREEN DRIVE ALIGN STA: 43+13.76
NORTHING: 352223.68
EASTING: 911650.70

SCALE H: 1"=20'
SCALE V: 1"=10'

PVI STA: 19+60.00
PVI ELEV: 48.40
K: 19.87
LVC: 50.00
BVCS: 19+35.00
BVCE: 48.21
EVCS: 19+85.00
EVCE: 48.22

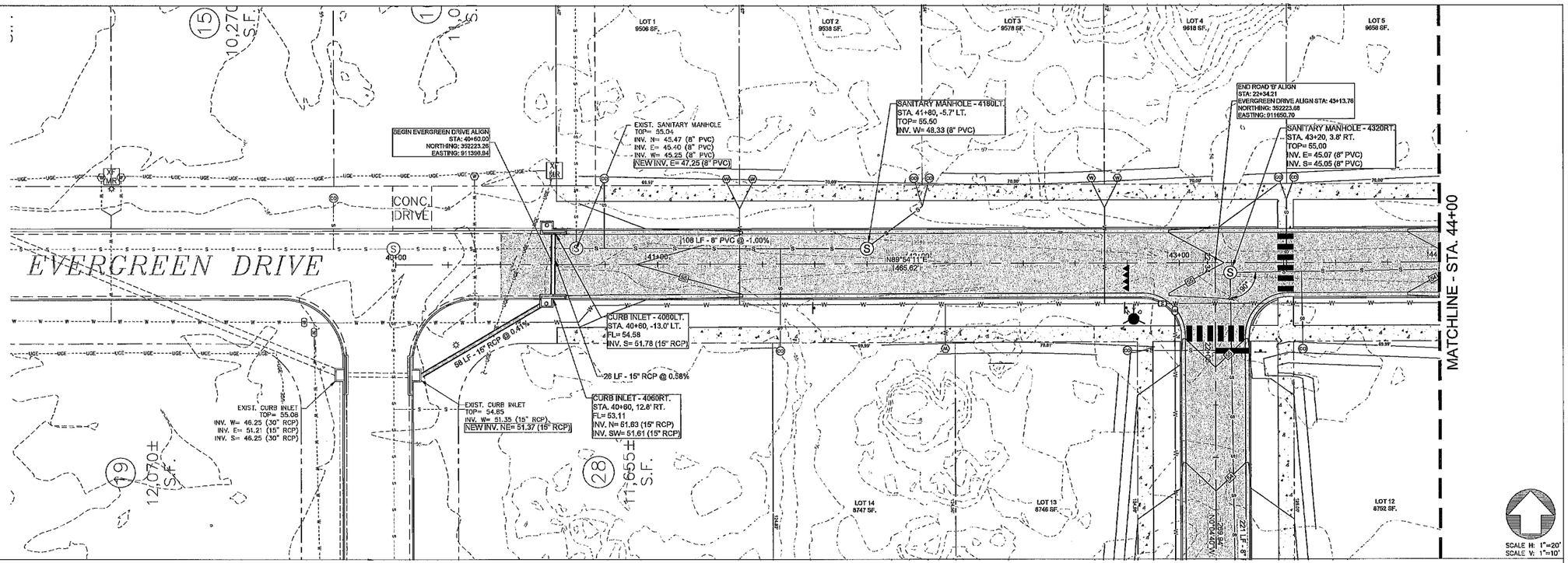
PVI STA: 21+00.00
PVI ELEV: 53.00
K: 42.86
LVC: 50.00
BVCS: 20+75.10
BVCE: 52.16
EVCS: 21+25.00
EVCE: 53.33

EXIST. GRADE
FINISHED GRADE
3.29%
2.12%
2.00%

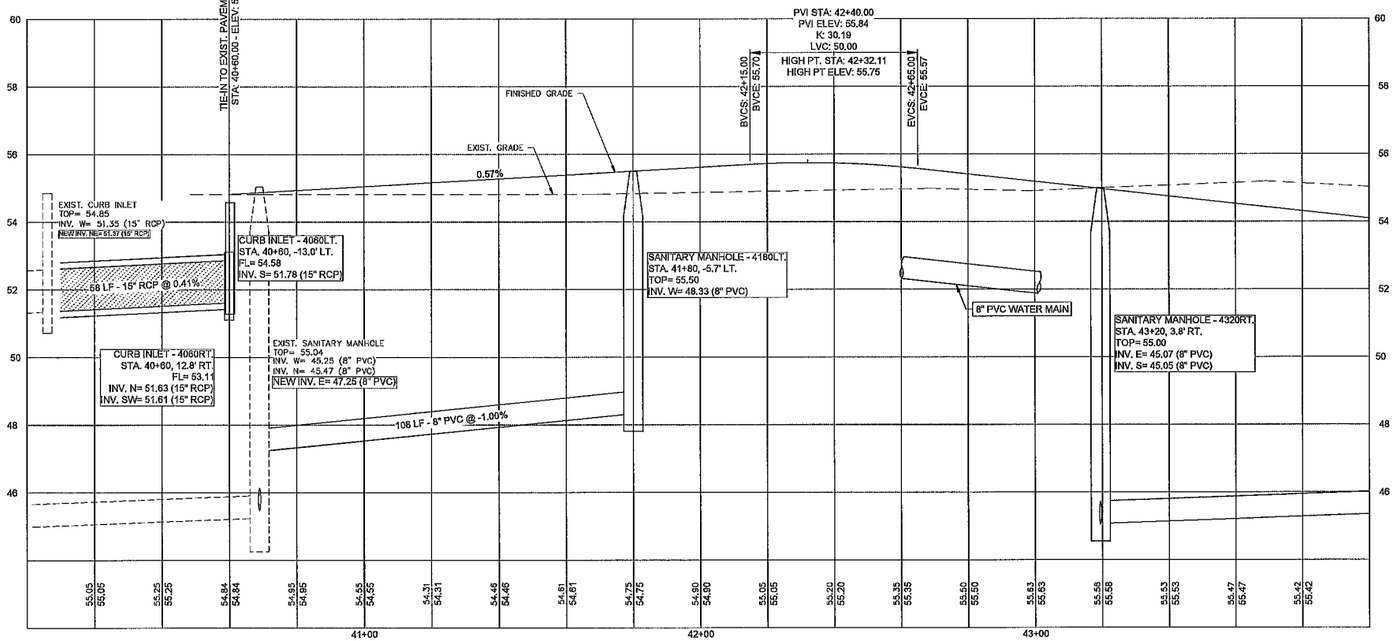
8" PVC WATER MAIN

| | | |

THESE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE H: 1"=20'
SCALE V: 1"=10'



PRELIMINARY

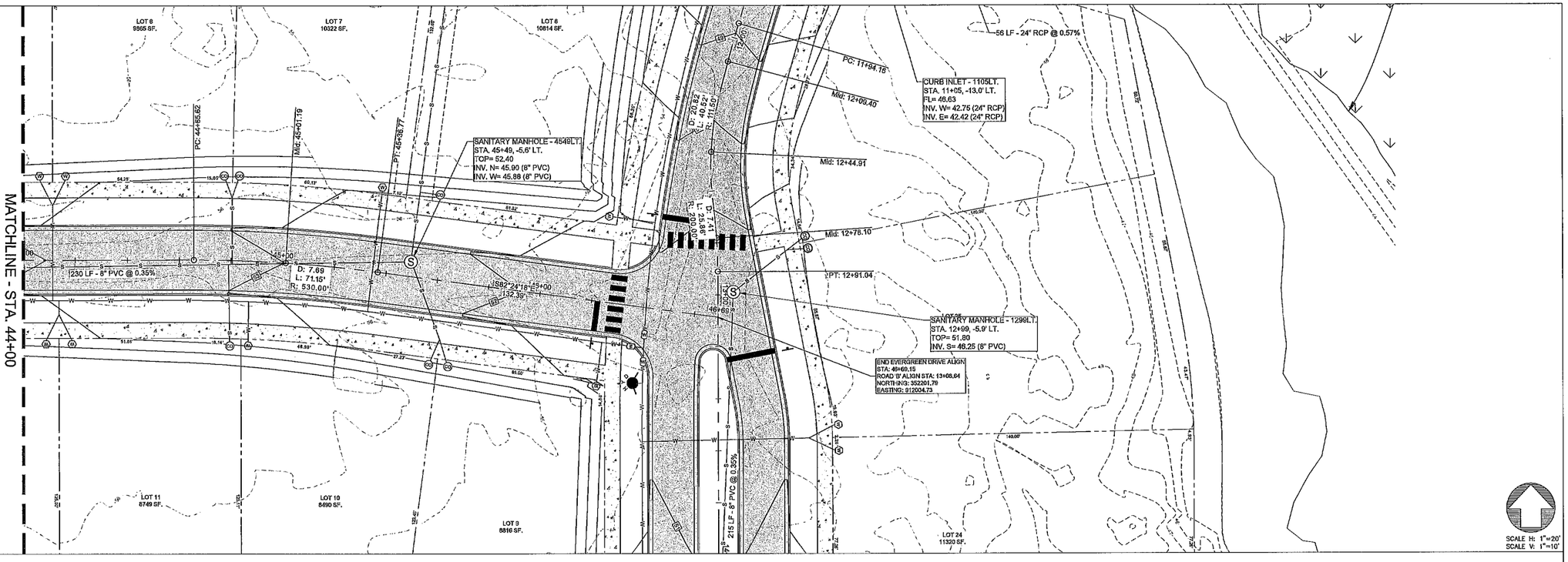
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS

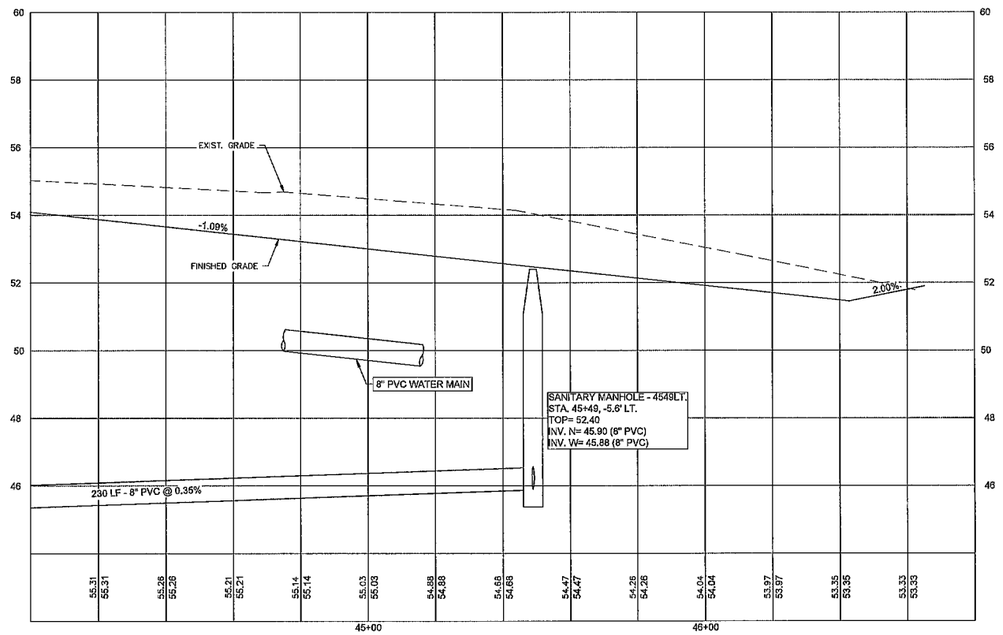
I:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-4/6/2026
FILE NAME:3405-29 - PH2C Planset.DWG; 3/23/2026

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FOREST RIDGE PH. 2C -- PLAN & PROFILE STA. 40+00 TO STA. 44+00

SHEET C-204





PRELIMINARY

s:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-1/8/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

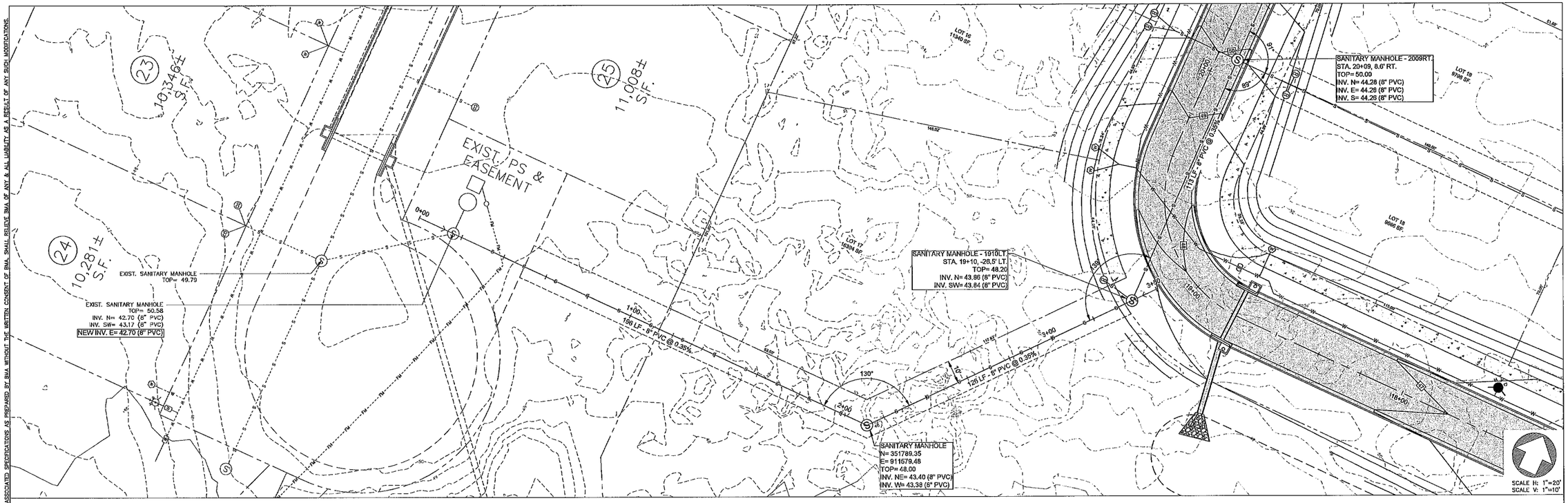
FILE NAME:3405-29 - PH2C Planset.BAK: 3/23/2026

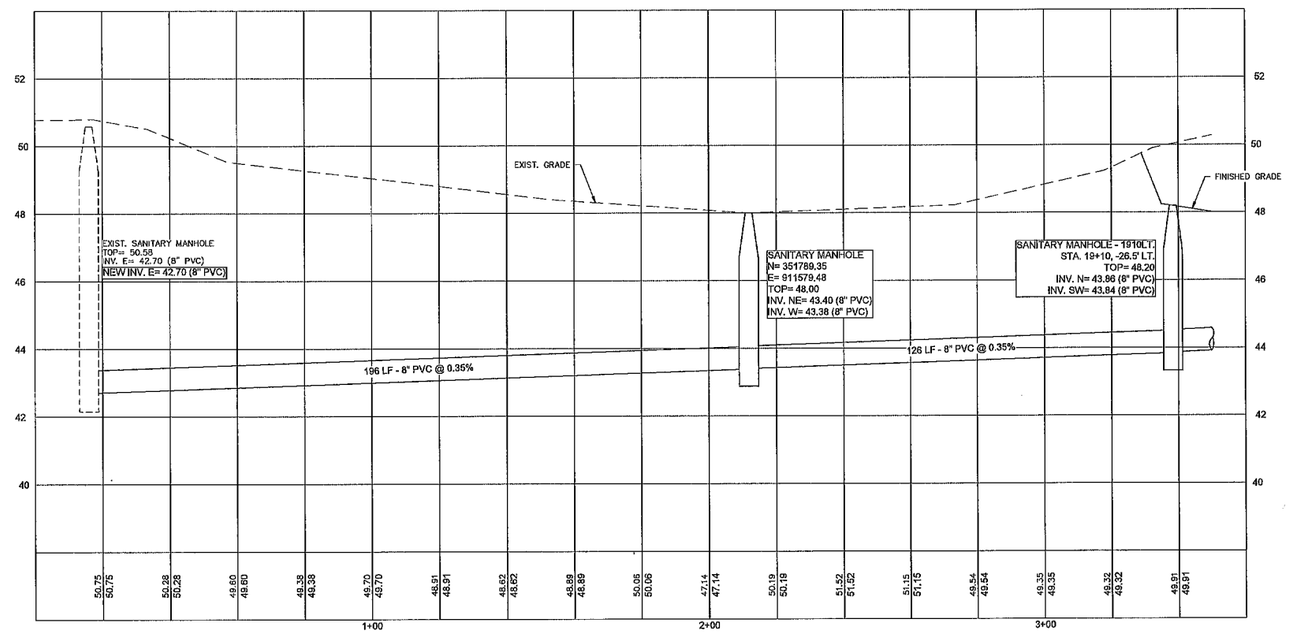
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FOREST RIDGE PH. 2C – PLAN & PROFILE STA. 44+00 TO STA. 46+19

SHEET C-205

c:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg-1/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.





PRELIMINARY

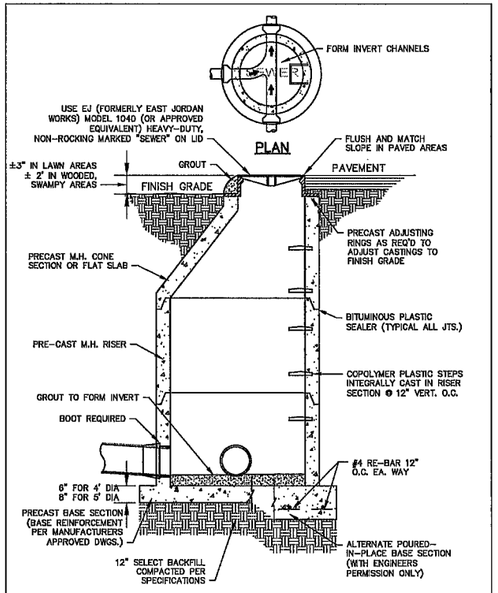
FILE NAME:3405-29 - PH2C Planset.BAK: 3/23/2026

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

FOREST RIDGE PH. 2C – PLAN & PROFILE STA. 0+00 TO STA. 3+50

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

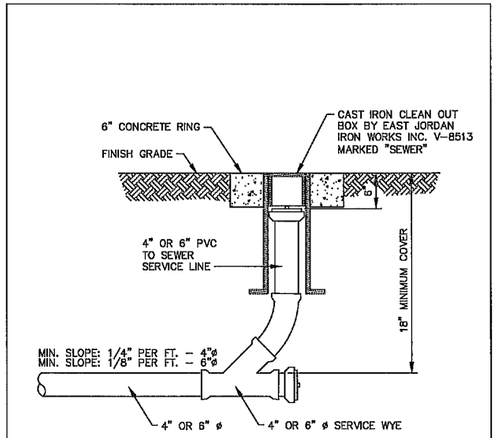
e:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c plcoset.dwg--1/6/2026



SEWER MANHATTAN		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02683	
DR. BY:	FILE:	5/1/17 KED

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

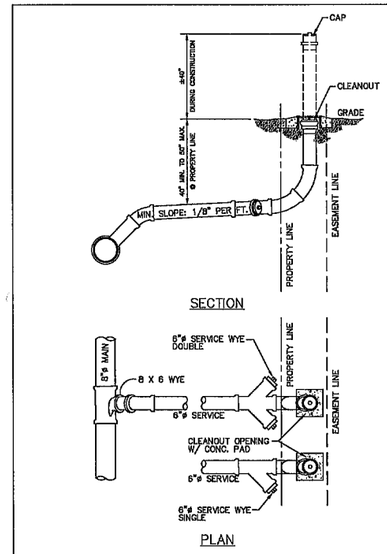


NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

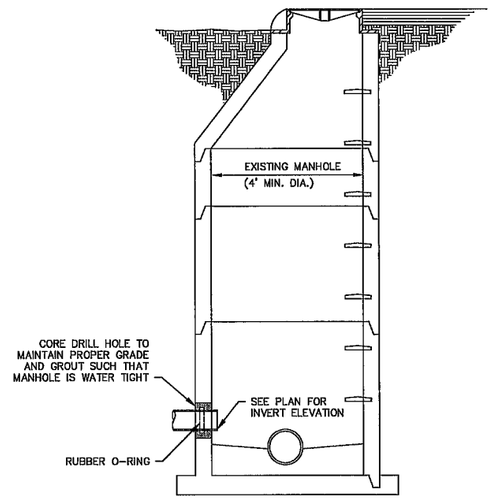
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



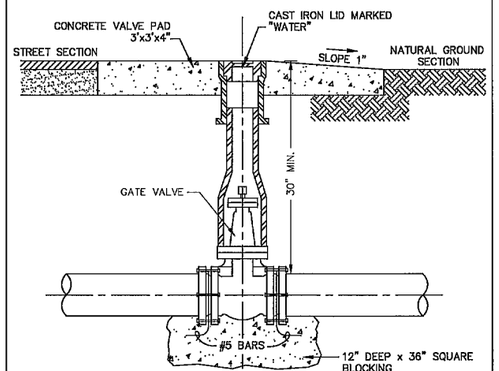
TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:		

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
DEPARTMENT OF PUBLIC WORKS
1422 23RD AVENUE, GULFPORT, MS 39501
PH. 228-868-5811 FAX. 228-868-5822



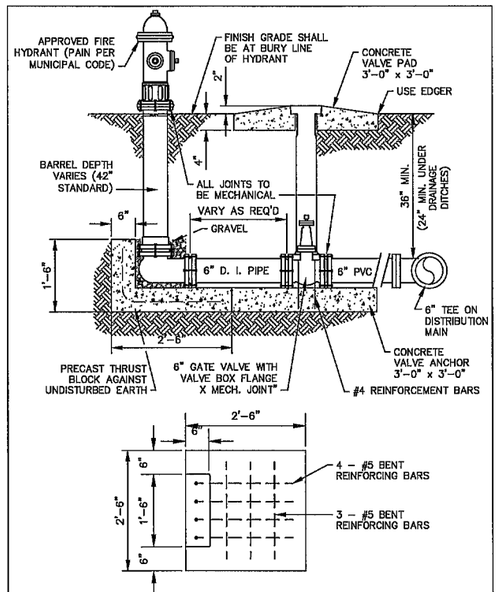
CONNECTION TO EXISTING MANHOLE
N.T.S.



TYPICAL GATE VALVE ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02683	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

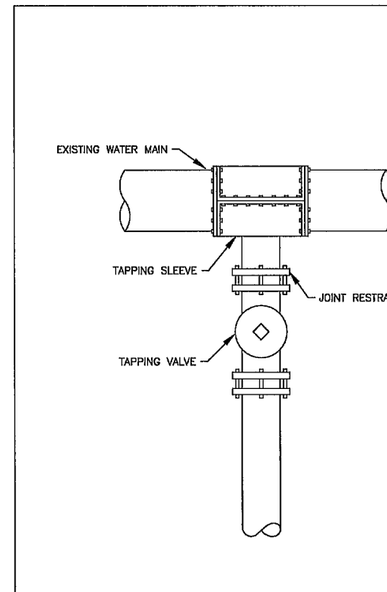
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



FIRE HYDRANT ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02864	
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

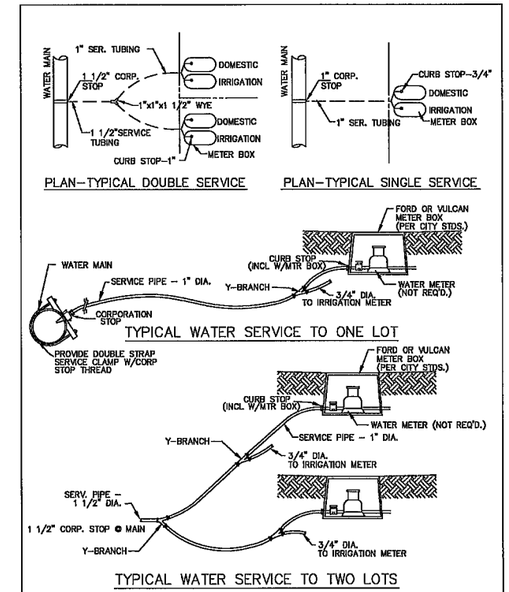
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



TYPICAL WATER SERVICES		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4550 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

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

SEAL

PRELIMINARY

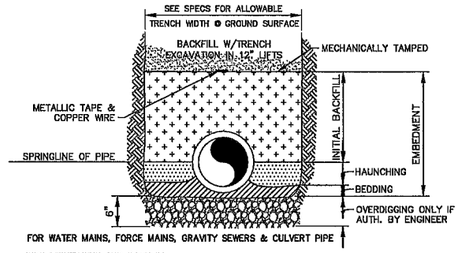
REV	DATE	BY

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET
C-501

s:\3405-29 forest ridge, phase 2\phase 2c\--cad\dwg\3405-29 - pt2c planset.dwg--4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS, AS PREPARED BY BMA, WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 90 PERCENT STANDARD PROCTOR (95% UNDER EXISTING OR PROPOSED STRUCTURES, ROADS, DRIVING SURFACES OR SIDEWALKS) FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

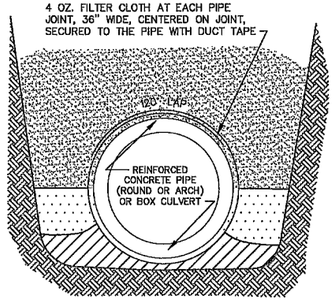
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

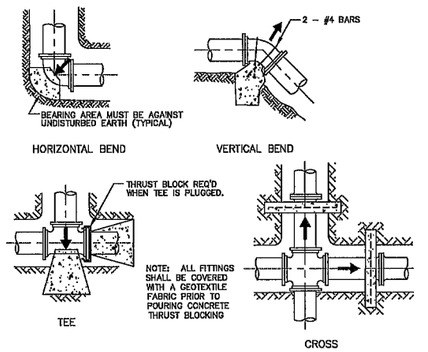
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5815 FAX: 228-868-5822



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

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5815 FAX: 228-868-5822

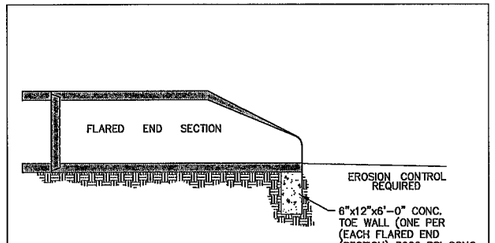


BEARING AREAS FOR THRUST BLOCKING IN SQUARE FEET						
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

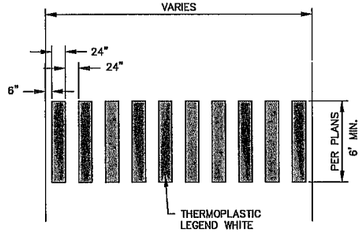
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5815 FAX: 228-868-5822

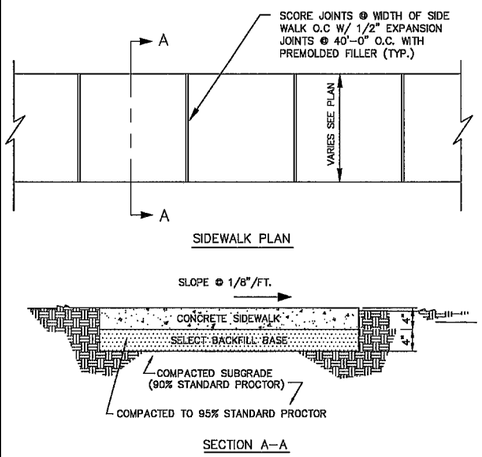


TOEWALL SECTION				
DATE: 5/11/95	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 2634			
DR. BY:				

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



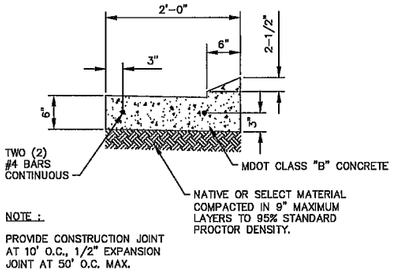
CROSSWALK MARKING DETAIL
SCALE: 1" = 5'



SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5815 FAX: 228-868-5822



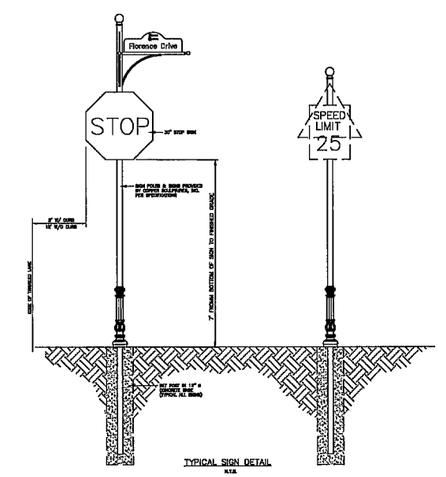
NOTE :

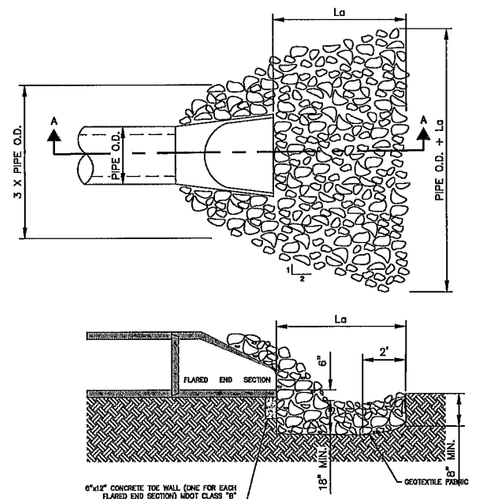
PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5815 FAX: 228-868-5822





FLARED END SECTION AND RIP RAP OUTLET PROTECTION
NOT TO SCALE

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)435-7612
3221 Market Street Hattiesburg, MS 39567 (228)864-7612
www.bmaengineers.com

SEAL

PRELIMINARY

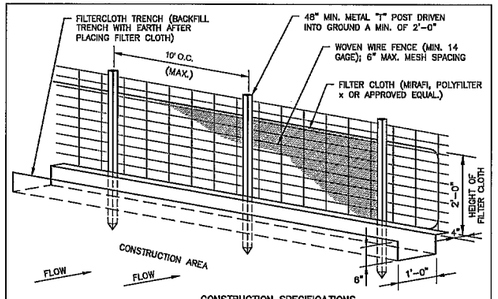
REV	DATE	BY

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET
C-502



CONSTRUCTION SPECIFICATIONS

INSTALLATION:

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

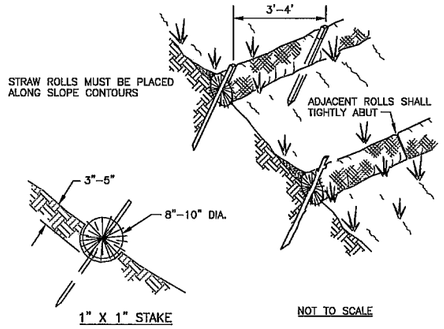
MAINTENANCE:

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

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



1" X 1" STAKE

NOT TO SCALE

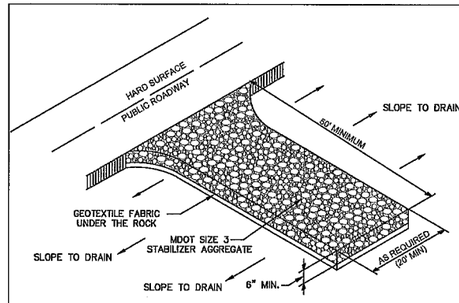
NOTE:

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

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822



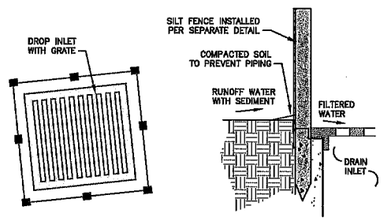
NOTES:

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

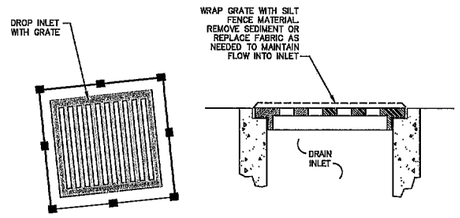
LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

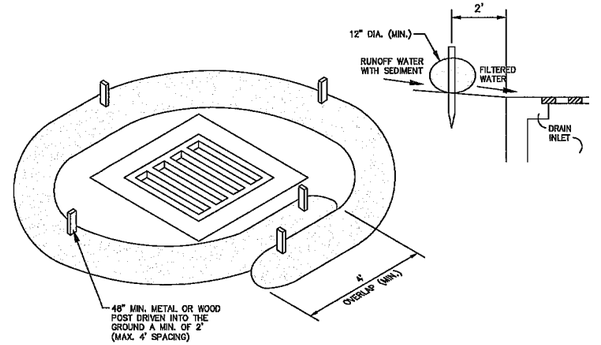
Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4050 HEWES AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX 228-868-5822



STORM DRAIN INLET PROTECTION

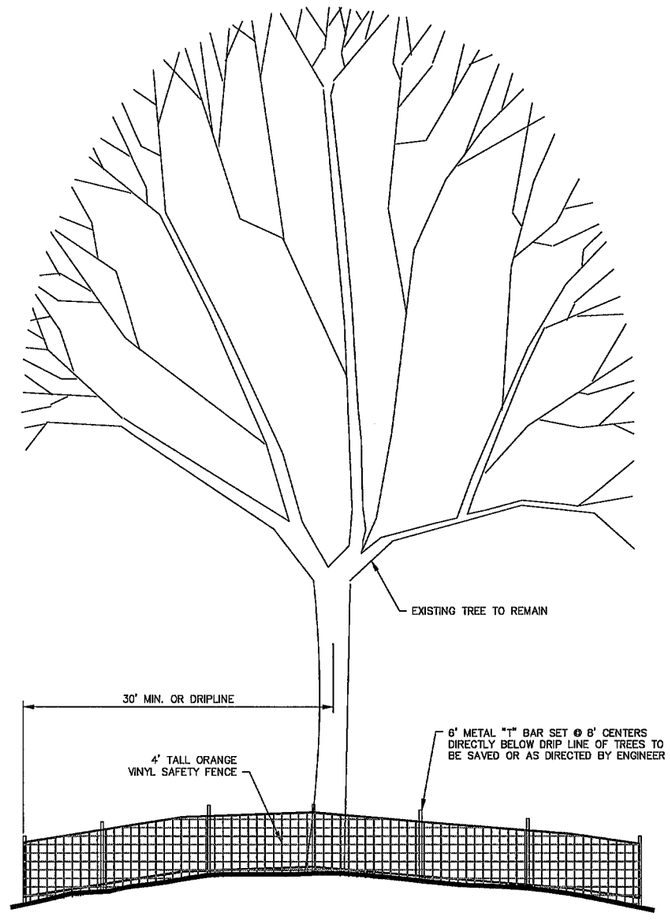


STORM DRAIN INLET PROTECTION (B)



STRAW WATTLE INLET PROTECTION (C)

CONTRACTOR MAY USE EITHER TYPE OF INLET PROTECTION AS APPROPRIATE



TREE PROTECTION FENCE DETAIL
SCALE: 1" = 5'

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)467-7612
3221 Market Street Pascagoula, MS 39567 (228)467-7612
www.bmaengineers.com

SEAL

PRELIMINARY

REV	DATE	BY

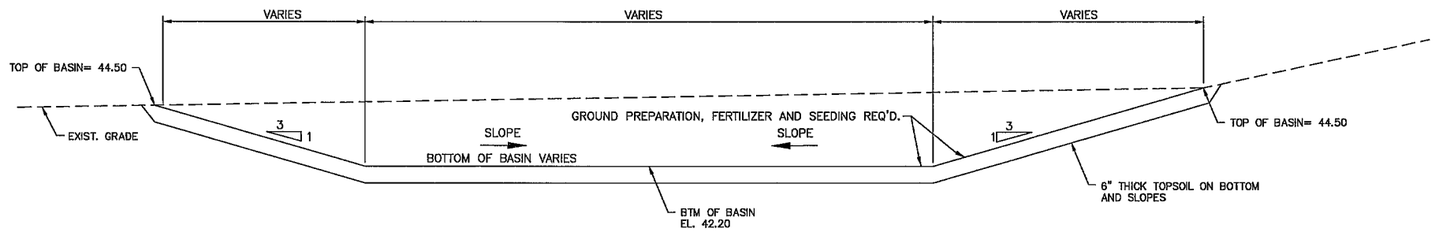
FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

CONSTRUCTION DETAILS

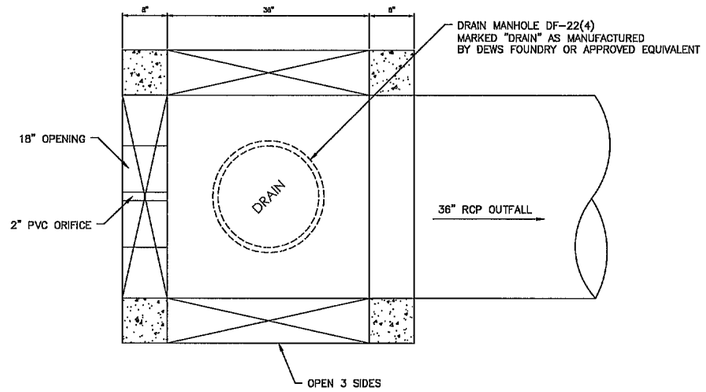
CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET C-503

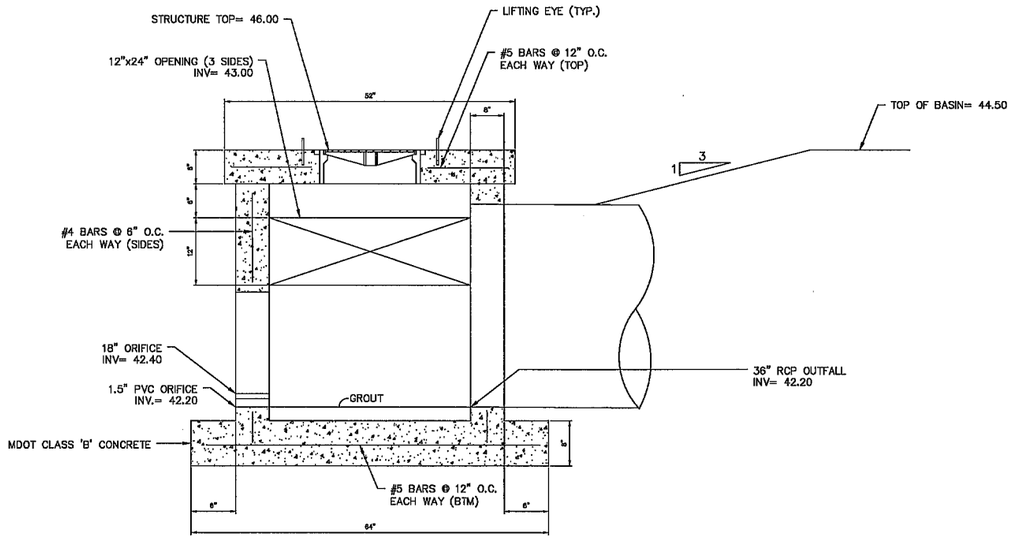
e:\3405-29 forest ridge, phase 2\phase 2c\--cad\dwgs\3405-29 - ph2c plotset.dwg--4/8/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



A BASIN SECTION



OUTLET CONTROL STRUCTURE PLAN



OUTLET CONTROL STRUCTURE SECTION

s:\3405-29 forest ridge, phase 2\phase 2c\s-cad\dwgs\3405-29 - plan sheet.dwg -4/6/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)432-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612
www.bmaengineers.com

SEAL

PRELIMINARY

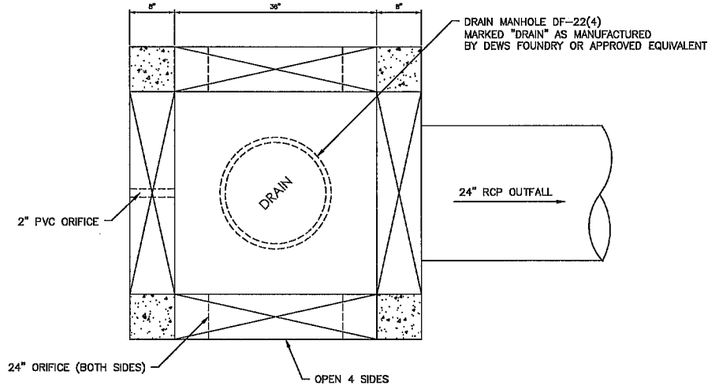
REV	DATE	BY

FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

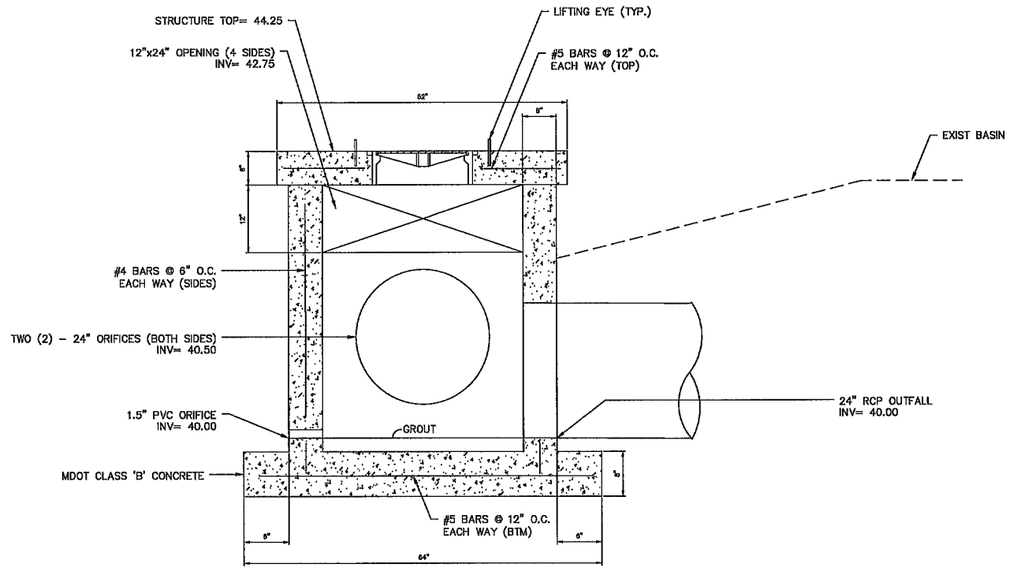
CONSTRUCTION DETAILS

CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET
C-504



NEW OUTLET CONTROL STRUCTURE FOR EXIST. BASIN
PLAN VIEW



NEW OUTLET CONTROL STRUCTURE FOR EXIST. BASIN
SECTION VIEW

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com
401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)432-7612
3221 Market Street Pascagoula, MS 39567 (228)762-7612

SEAL

PRELIMINARY

REV	DATE	BY

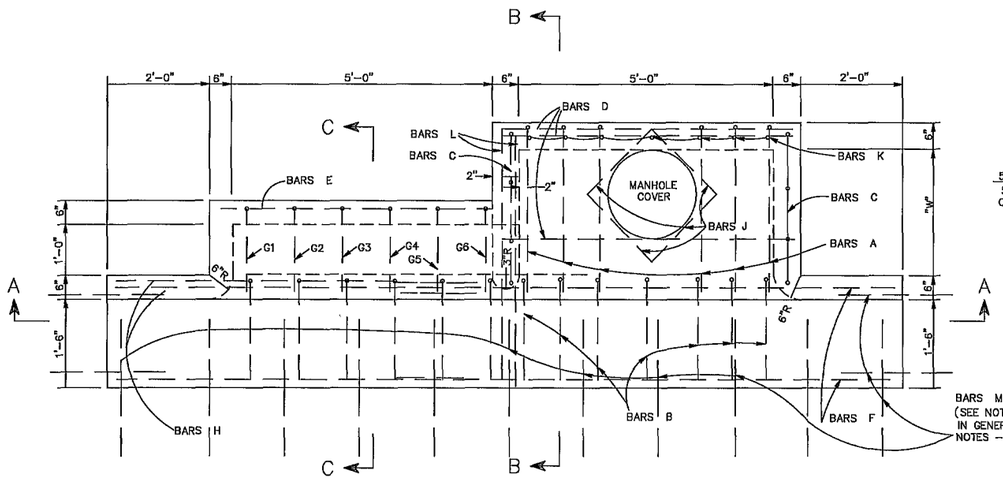
FOREST RIDGE
PHASE 2C
GULFPORT, MISSISSIPPI

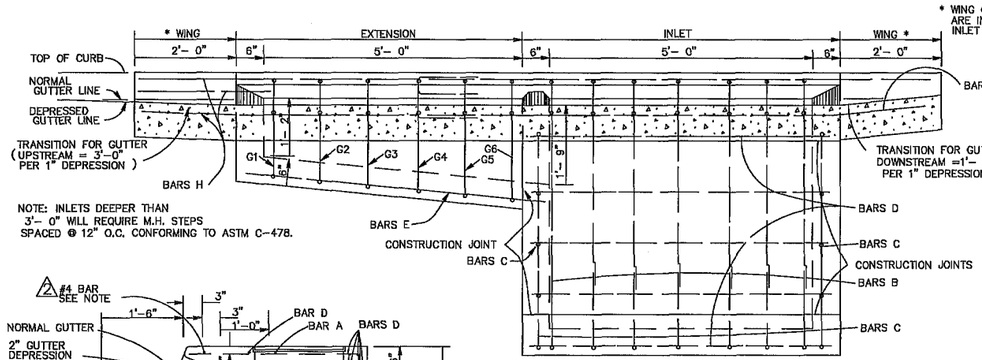
CONSTRUCTION DETAILS

CAD	BVN
ENG	DBA
DATE	3/20/2026
SCALE	AS SHOWN
BMA#	3405-29 (2C)
FILE	

SHEET
C-505

e:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2c planset.dwg--4/9/2026

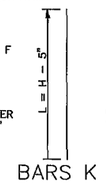


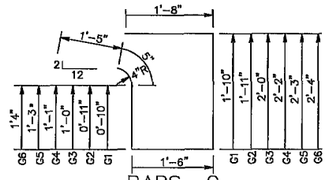


NOTE: INLETS DEEPER THAN 3'- 0" WILL REQUIRE M.H. STEPS SPACED @ 12" O.C. CONFORMING TO ASTM C-478.

SECTIONAL ELEVATION "A-A"

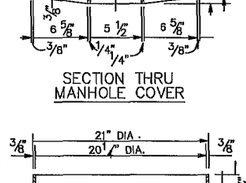
* WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES



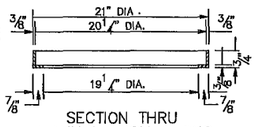


BAR G LENGTHS

G1	7'-10"
G2	8'-0"
G3	8'-2"
G4	8'-5"
G5	8'-8"
G6	8'-10"

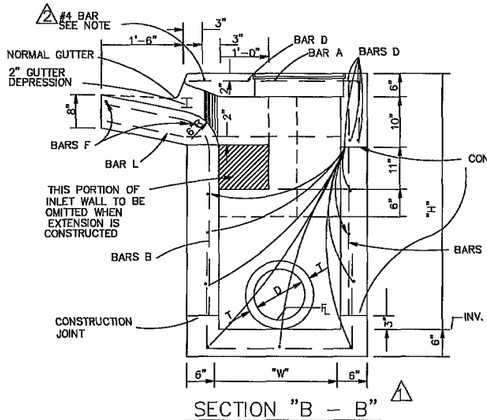


SECTION THRU MANHOLE COVER

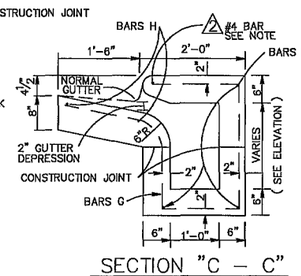


SECTION THRU MANHOLE COVER RING

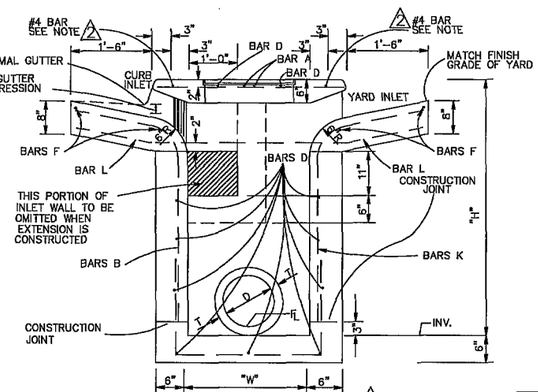
21" DIA. OPENING FOR DEWS FOUNDRY CATALOG NUMBER M.S.N.D. SS-2
MANHOLE RING & COVER WEIGHT = 79 LBS.



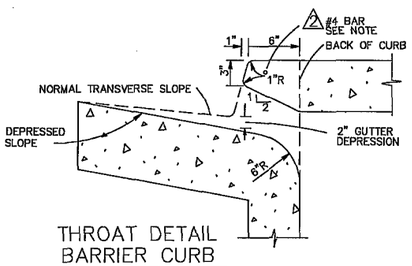
SECTION "B - B" ⚠1



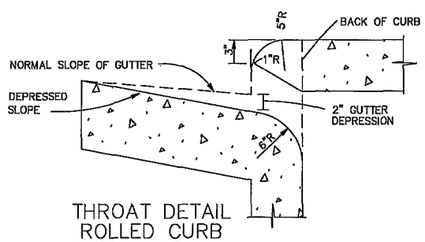
SECTION "C - C"



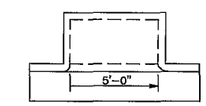
SECTION "B - B" ⚠1
WITH YARD INLET OPENING
ON SIDE OF BOX AWAY FROM STREET
(TO BE USED IN LOCATIONS AS INDICATED ON PLANS)



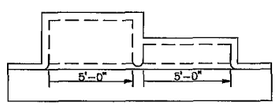
THROAT DETAIL BARRIER CURB



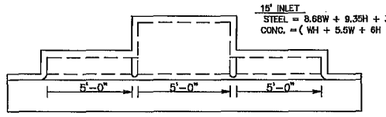
THROAT DETAIL ROLLED CURB



REGULAR INLET



INLET WITH ONE EXTENSION



INLET WITH TWO EXTENSIONS

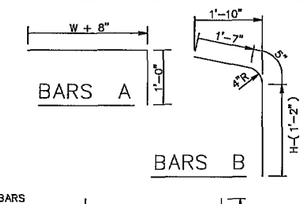
5' INLET
STEEL = 8.68W + 9.35H + 3.79W ½ + 7.57H ½ + 121
CONC. = (WH + 5.5W + 6H + 14.611) / 27

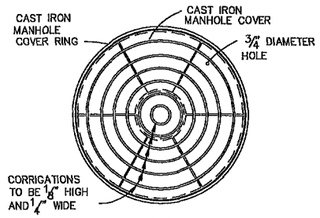
10' INLET
STEEL = 8.68W + 9.35H + 3.79W ½ + 7.57H ½ + 231
CONC. = (WH + 5.5W + 6H + 38.64) / 27

15' INLET
STEEL = 8.68W + 9.35H + 3.79W ½ + 7.57H ½ + 341
CONC. = (WH + 5.5W + 6H + 62.671) / 27

NOTE:
1. W AND H ARE EXPRESSED IN FEET AND FRACTIONS OF FEET
2. W = W ROUNDED TO THE NEAREST WHOLE FOOT.
3. H = H-1.58 ROUNDED OFF TO THE NEAREST WHOLE FOOT.
4. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS ⚠





PLAN

⚠ BILL OF REINFORCING STEEL W=2'-6" 1-5'-0" INLET

"H"	BAR A 2'-2" @ 9"		BAR C 5'-8" @ 9"		BAR D 5'-8" @ 12"		BAR F 9'-8" @ 6"		BAR J 2'-3" @ 3"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	LGTH.	NO.	WT.	LGTH.	NO.	WT.	LBS.	C.Y.
3'-0"	8	17	7	27	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
3'-6"	8	17	7	27	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-0"	8	17	7	27	12	45	6	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
4'-6"	8	17	7	27	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-0"	8	17	7	27	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
5'-6"	8	17	7	27	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-0"	8	17	7	27	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
6'-6"	8	17	7	27	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-0"	8	17	7	27	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

* WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 LBS. OF STEEL FOR BARS M

⚠ BILL OF REINFORCING STEEL W=3'-0" 1-5'-0" INLET

"H"	BAR A 4'-8" @ 9"		BAR C 6'-8" @ 9"		BAR D 5'-8" @ 12"		BAR F 9'-8" @ 6"		BAR J 2'-3" @ 3"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	LGTH.	NO.	WT.	LGTH.	NO.	WT.	LBS.	C.Y.
3'-0"	6	19	7	29	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
3'-6"	6	19	7	29	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-0"	6	19	7	29	12	45	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
4'-6"	6	19	7	29	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-0"	6	19	7	29	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
5'-6"	6	19	7	29	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-0"	6	19	7	29	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
6'-6"	6	19	7	29	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-0"	6	19	7	29	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

⚠ BILL OF REINFORCING STEEL W=3'-6" 1-5'-0" INLET

"H"	BAR A 5'-2" @ 9"		BAR C 6'-8" @ 9"		BAR D 5'-8" @ 12"		BAR F 9'-8" @ 6"		BAR J 2'-3" @ 3"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	LGTH.	NO.	WT.	LGTH.	NO.	WT.	LBS.	C.Y.
3'-0"	6	21	7	31	11	42	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
3'-6"	6	21	7	31	13	49	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-0"	6	21	7	31	13	49	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
4'-6"	6	21	7	31	15	57	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-0"	6	21	7	31	15	57	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
5'-6"	6	21	7	31	17	64	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-0"	6	21	7	31	17	64	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
6'-6"	6	21	7	31	19	72	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-0"	6	21	7	31	19	72	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

⚠

INCREASE IN C.Y. PER FT. "H"		INCREASE PER FT. "W"	
"W"=	C.Y./FT.H	"H"=	C.Y./FT.W
2'-6"	.315	3'-0"	.315
3'-0"	.333	3'-6"	.333
3'-6"	.352	4'-0"	.352
4'-0"	.371	4'-6"	.370
4'-6"	.389	5'-0"	.389
5'-0"	.408	5'-6"	.408
5'-6"	.426	6'-0"	.426
6'-0"	.445	6'-6"	.445
6'-6"	.463	7'-0"	.463
7'-0"	.481	7'-6"	.482
		8'-0"	.500

- GENERAL NOTES: WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT IS TO BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S) .NO.8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI STATE HIGHWAY DEPARTMENT SHALL APPLY TO ALL ITEMS ON THIS SHEET.
- THE QUANTITIES SHOWN ARE VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6" (INCHES), BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHENEVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER.
- NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- NO ADDITIONAL QUANTITIES WILL BE ALLOWED FOR YARD INLET OPENING.

QUANTITIES FOR ONE EXTENSION

BAR	SIZE	LENGTH	SPACING	NUMBER	† WEIGHT
E	# 4	5'-8"	AS SHOWN	3	11
G	# 4	SEE SCHEDULE	11"	6	34
H	# 8	8'-9"	AS SHOWN	5	51
L	# 6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION				110 LBS.	
TOTAL CONC. FOR ONE EXTENSION				0.89 C.Y.	

† WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 LBS. OF STEEL FOR BARS M.

⚠2 The bars in the area of lip of curb inlet were changed from #8 to #4. #8 #5 bars are too large and cause problems. If equipment hits, it tears up the concrete. Also there were originally 3 bars in this spot which proved to be overdesigned.

STORM SEWER STRUCTURE TYPE SS-2

DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 09721-B			
DR. BY:	DR. NO.: SS-2			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4040 11TH AVENUE, GULFPORT, MS 39507
PH. 228-868-5815 FAX. 228-868-5822

C-506

CERTIFICATION BY CORPORATE SECRETARY

BE IT KNOWN, that I, **LISA HALEY**, Secretary of First Bank and Trust (the "Corporation"), a Louisiana state-chartered banking institution, having its Main Office located at 909 Poydras Street, New Orleans, Louisiana 70112.

HEREBY CERTIFY that pursuant to the by-laws of the corporation and a resolution of the Board of Directors passed on June 23, 2021, which remains in effect as of the date hereof,

JAMES R. NOEL

IN HIS CAPACITY as Vice President is authorized to execute on behalf of the Corporation as the Seller, all such documentation reasonably required for the sale of real estate described as undeveloped acreage, all known as Whitetail Ridge Subdivision, O'Neal Road, City of Gulfport, Harrison County, Mississippi to the Purchaser, Florence Gardens, LLC. The sale amount being $1,098,444.50.

THUS CERTIFIED UNDER MY HAND AND SEAL, in New Orleans, Louisiana, this 23 of June, 2021.

FIRST BANK AND TRUST

BY: Lisa Haley

Lisa Haley, Secretary of the Corporation

EXHIBIT

tabbies

"A"

Whitetail Ridge MS

State of Mississippi
Department of Environmental Quality
Office of Pollution Control

Certificate of Permit Coverage

under Mississippi's Large Construction Storm Water General NPDES Permit

Be it known.

Florence Gardens, LLC
Gulfport, Mississippi

having submitted an acceptable Construction Notice of Intent, is hereby granted this Certificate of Permit Coverage in order to discharge storm water associated with the construction of

Forest Ridge Subdivision
Receiving Stream: Fritz Creek
Harrison County

Krystal Rudolph
Chief, Environmental Permits Division

Coverage No: MSR108939

Date of Coverage: July 6, 2023

Date General Permit Expires: January 31, 2027

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: Development Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other "vertical" improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such "horizontal" improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

(a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;

(b) To include new materials or techniques deemed to be suitable to Florence Gardens;

(c) To adjust for market conditions; or

(d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
(ii) driveways, walks, patios and other ground surface materials;
(iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
(iv) fountains, swimming pools, whirlpools or other pools;
(v) privacy walls or other fences and gates;
(vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
(vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
(viii) signage of any type; and
(ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing not withstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state of federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: Covenant to Complete Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experience in appraising residential properties of the character and qualify of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than $500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: Founder's Additional Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related of affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in it sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.
Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I:
Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.

c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.

d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on ***Exhibit A.*** The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, my elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:
Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:
Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:
Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself of its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:
Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:
Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership . The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members . The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions . The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:
Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property ..... Section 2.3
Repeal of Additional Services ..... Section 6.2
Election of the Board of Directors ..... Section 6.12
Approval of General Assessments when increased more than 15% ..... Section 8.4
Ratification of expenditures for capital improvements ..... Section 8.6
Approval of Zone expenses ..... Section 8.7
Amendment of Declaration ..... Section 13.1
Dedication of the Commons ..... Section 13.2
Merger into, or Dedication of Commons to, Municipality ..... Section 13.4
Termination of the Declaration ..... Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:
Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX: Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in it sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Dèclaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X: Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) General Assessments for expenses included in the budget,

(b) Special Assessments for the purposes provided in this Declaration,

(c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and

(d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot is owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar ($1.00) for every ten thousand dollars ($10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI: Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appeasable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet on less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorizes Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:
Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:
Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:
General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
FLORENCE GARDENS, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	690646
Status:	Good Standing
Effective Date:	08/14/2000
State of Incorporation:	Mississippi
Principal Office Address:	12321 PRESERVATION DR, 12321 PRESERVATION DR GULFPORT, MS 39503

Registered Agent

Name

Goldin, Martin
14231 Seaway Road
Gulfport, MS 39503

Officers & Directors

Name	Title
Martin Goldin 12321 PRESERVATION DR GULFPORT, MS 39503	Member



1st Judicial District
Instrument 2021-9190-D-J1
Filed/Recorded 06/28/2021 03:10 PM
Total Fees $28.00
7 Pages Recorded

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

GRANTOR:	**FIRST BANK AND TRUST,** **a Louisiana state-chartered banking institution** **909 Poydras Street** **New Orleans, LA 70112** **Telephone: (985) 249-6777**
GRANTEE:	**FLORENCE GARDENS, LLC,** **a Mississippi limited liability company** **12321 Preservation Drive** **Gulfport, MS 39503** **Telephone: (228) 326-7292**
INDEXING INSTRUCTIONS:	**T7S, R11W, Section 2:** **NW ¼ NW ¼; NE ¼ NW ¼;** **SE ¼ NW ¼; NE ¼ SW ¼; and** **NW ¼ SW ¼**
INSTRUMENT PREPARED BY AND RETURN TO:	**MARK E. BOND** **MS STATE BAR #103992** **BALCH & BINGHAM LLP** **1310 25th Avenue** **Gulfport, MS 39501** **(228) 864-9900**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, FIRST BANK AND TRUST, a Louisiana state-chartered banking institution ("**Grantor**"), does hereby sell, convey and warrant specially unto FLORENCE GARDENS, LLC, a Mississippi limited liability company ("**Grantee**"), fee simple title in and to the following described real property together with all of Grantor's rights to the timber, improvements and appurtenances thereon and any land lying in the bed of any highway, street, road, opened or proposed, in front of or abutting or adjoining such tract of land and to the fullest extent allowed by law all of its rights, licenses, permits, privileges, if any, as well as and any easements and appurtenances, if any, thereunto belonging, being situated in the First Judicial District of Harrison County, Mississippi, and described as follows, to-wit:

Parcel 1: The South one-half (S1/2) of the Northeast (NE1/4) Quarter of the Northwest (NW1/4) Quarter of Section 2, Township 7 South, Range 11 West.

ALSO: The South one-fourth (S1/4) of the Northwest (NW1/4) Quarter of the Northwest (NW1/4) Quarter.

Less & except a lot measuring 125 feet by 700 feet in the Northwest corner of said tract; situated and being in Section 2, Township 7 South, Range 11 West, in Harrison County, Mississippi.

Parcel 2: A parcel of land situated in Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 2, which is an intersection of the South line of Reservation Estates Subdivision, Part I, with the centerline of Three Rivers Road, thence Northerly along the centerline of Three Rivers Road approximately 1,860 feet to a point in said centerline; thence run East perpendicular to said centerline

approximately 30 feet to the East right-of-way line of Three Rivers Road and the Northwest corner of a part of Lingles Subdivision to a point; thence run North 0 degrees 13' 18" East 199.92 feet; thence run North 89 degrees 56' 40" East 192.42 feet; thence run N 0 degrees 14' 58" East 198.69 feet; thence run N 82 degrees 44' 30" East 9.51 feet; thence run N 0 degrees 22' 26" East 151.27 feet; thence South 89 degrees 42' 17" East 395.30 feet; thence run North 01 degrees 53' 17" East 266.73 feet; thence run North 89 degrees 34' 22" East 739.58 feet to the point of beginning. From said point of beginning, run thence North 89 degrees 34' 22" East 1,274.59 feet; thence run South 0 degrees 22' 05" East 1,343.41 feet; thence run South 74 degrees 52' 21" West 464.81 feet; thence run South 70.0 feet; thence run East 45.0 feet; thence run South 320.0 feet; thence run West 878.89 feet; thence run North 0 degrees 00' 06" West 1,845.19 feet to the point of beginning.

Parcel 3: The East 1/3 of the West 3/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the East 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, Harrison County, Mississippi, said parcel being approximately 99 feet East and West and 660 feet North and South.

Parcel 4: A parcel of land situated and being located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows to wit:

Beginning at a point on the Easterly margin of Three Rivers Road that is 990.75 feet South of the North line of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West; thence run from said Point of Beginning North 89 degrees 37 minutes 02 seconds East 418.83 feet; thence run North 00 degrees 22 minutes 58 seconds West 25.42 feet; thence run South 89 degrees 41 minutes 07 seconds East 219.66 feet; thence run South 00 degrees 22 minutes 58 seconds East 22.75 feet; thence run North 89 degrees 37 minutes 02 seconds east 38.06 feet; thence run South 00 degrees 03 minutes 12 seconds East 125.00 feet; thence run South 89 degrees 37 minutes 02 seconds West 678.53 feet to the Easterly margin of Three Rivers Road; thence run North 00 degrees 03 minutes 12 seconds West 125.00 feet along the Easterly margin of Three Rivers Road to the Point of Beginning.

Being the same property as conveyed to Walter J. Campbell et al Quit Claim Deed dated 09/09/03, recorded in the office of the Chancery Clerk aforesaid in Deed Book 1642 at Page 295 thereof.

Parcel 5: The West 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

And Also the West 1/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi. Said parcel being approximately 66 feet East and West by 660 feet North and South.

Being the same parcel described by deed recorded as Instrument Number 2007-7203DJ1 and as Instrument Number 2007-12354DJ1.

AND ALSO:

The East 220 feet of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi; having a width East and West of 220 feet and a depth North and South of 990 feet.

Being the same property described by deed recorded in Book 1584 at Page 271, Book 1450 at Page 145 and by Amended Scrivener's Affidavit of Correction recorded as Instrument No. 2005-14487D-J1.

It is the intention of Grantor to grant, convey, and warranty specially, and Grantor does hereby grant, convey, and warranty specially unto Grantee, all right, title and interest vested in Grantor by virtue of (i) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 810D-J1; and (ii) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 812D-J1.

This conveyance and special warranty provided is made subject to any and all restrictive covenants and conditions, easements, rights-of-way, prior conveyances or reservations of oil, gas and other minerals by predecessors in title to Grantor, matters that would be revealed by and true and accurate survey, matters visible on the ground and all other matters of record in Chancery Clerk's Office of Harrison County, Mississippi. This conveyance is made AS IS WHERE IS WITH ALL FAULTS and Grantor expressly disclaims any and all warranties and representations as to the condition of the real property and related rights, if any.

Taxes for the year 2021 have been prorated and are assumed by the Grantee.

Attached hereto as Exhibit "A" is a Certification by Corporate Secretary, Lisa Haley, authorizing James R. Noel, Vice President, to execute this instrument on behalf of Grantor.

[*This space left blank intentionally. Signature and acknowledgment to follow.*]

WITNESS MY SIGNATURE this the 25 day of June, 2021.

FIRST BANK AND TRUST,
a Louisiana state-chartered banking institution

BY: _____
Name: JAMES R. NOEL
Its: Vice President

STATE OF LOUISIANA

COUNTY/PARISH OF St. Tammany

Personally appeared before me, the undersigned authority in and for the said Parish and state, on this 25 day of June, 2021, within my jurisdiction, the within named James R. Noel, who acknowledged that he is Vice President of First Bank and Trust, a Louisiana state-chartered banking institution, and that for and on behalf of the said state-chartered banking institution, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said state-chartered banking institution so to do.

_____
NOTARY PUBLIC

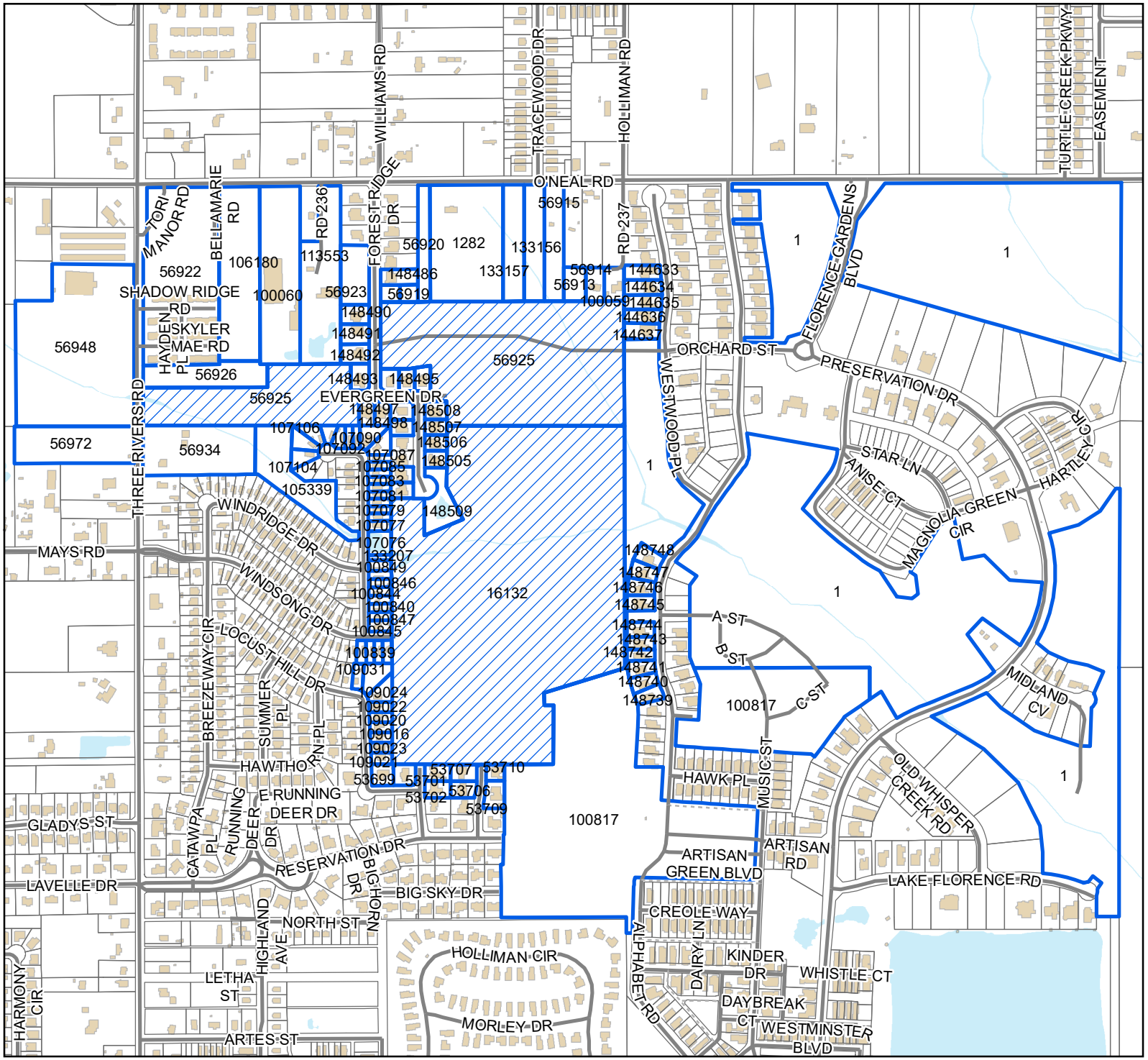
My commission expires:
Lifetime Commission

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

2605PC066

General Plan



Legend

- Site
- Street
- Alley
- Buildings
- Water Features

0 120 240 360

Yards

1 inch = 750 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908D-01-015.000	FLORENCE GARDENS, LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	35930
			Adjacent Property Owners (2605PC066)				
	107104	0908D-01-149.000	COOPER GEORGE S	12407 WINDWARD CIRCLE	GULFPORT	MS	39503
	56934	0908D-01-016.000	DANYOW KASEY HOLLACE	12378 THREE RIVERS RD	GULFPORT	MS	39503
	105339	0908D-01-129.000	LAND TRUST FOR MISS COASTAL PLAIN	P O BOX 245	BILOXI	MS	39533
	107105	0908D-01-148.000	HALL CLAYTON A	12404 WINDWARD CIR	GULFPORT	MS	39503
	107106	0908D-01-147.000	HOOD CHARLES	12402 WINDWARD CIR	GULFPORT	MS	39503
	107107	0908D-01-146.000	VANDERMEER MICHELLE A	12396 WINDWARD CIR	GULFPORT	MS	39503
	107092	0908D-01-145.000	RENSHAW JOREY J & RACHAEL	12388 WINDWARD CIR	GULFPORT	MS	39503
	107090	0908D-01-143.000	GARDNER GERALD & KAREN	12380 WINDWARD CIR	GULFPORT	MS	39503
	107087	0908D-01-141.000	SPEARS JAMARIO	12376 WINDWARD CIRCLE	GULFPORT	MS	39503
	56972	0808A-01-018.000	STIVER DORIS M -EST-	12387 THREE RIVERS RD	GULFPORT	MS	39503
	53700	0908E-01-037.000	CHALOULT ROSEMARY B ROUSSEAUX	102 EAGLE FEATHER LN	GULFPORT	MS	4E+08
	53701	0908E-01-038.000	WALDROP FORREST T & MARY C	105 EAGLE FEATHER LN	GULFPORT	MS	39503
	53699	0908E-01-036.000	MIGLIACCIO YOLANDA W	101 WARPATH TRL	GULFPORT	MS	39503
	107091	0908D-01-144.000	EASY RENTAL LLC	17173 ORANGE GROVE RD	GULFPORT	MS	39503
	107089	0908D-01-142.000	HANCOCK ANCE J & MICHELE A	12378 WINDWARD CIR	GULFPORT	MS	39503
	109022	0908E-01-001.046	JENSEN JOHN M & SHARI LYNN	11408 JORDON RD	OCEAN SPRINGS	MS	4E+08
	109018	0908E-01-001.044	PRUITT LEON D & CATHY A	13394 LOCUST HILL DR	GULFPORT	MS	39503
	109021	0908E-01-001.041	STICKLER RICHARD L & JACKIE F	13374 LOCUST HILL DR	GULFPORT	MS	39503
	107078	0908D-01-132.000	VALENCIA AARON	707 E POTTER DRIVE	PHOENIX	AZ	85024
	107084	0908D-01-138.000	STREETER MELISSA M	12368 WINDWARD DRIVE	GULFPORT	MS	39503
	113553	0908D-01-012.001	CHEEKS GARY L & DORIS T	12502 ROAD 236	GULFPORT	MS	39503
	100060	0908D-01-013.001	BROADUS LINDA JARRARD	18681 HWY 67	BILOXI	MS	39532
	107083	0908D-01-137.000	VALENCIA AARON	12364 WINDWARD CIR	GULFPORT	MS	39503
N	107076	0908D-01-130.000	STATE OF MISSISSIPPI	OCT 31,2005 SALE			0
	109025	0908E-01-001.048	RODRIGUEZ BRYCE PATRICK & PATRICK H	854 JOE YENNI BLVD, APT 4	KENNER	LA	70065
	56914	0908D-01-003.000	FLOWERS KEVIN ETAL	12486 ROAD 237	GULFPORT	MS	39503
	100059	0908D-01-002.001	SPOONER JOHN JOSEPH JR	12488 ROAD 237	GULFPORT	MS	39503
	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	100844	0908D-01-049.000	MCGEE VICTOR T & JANICE R	12302 WINDWARD DR	GULFPORT	MS	39503
	107077	0908D-01-131.000	PATHWAY RENTALS LLC	12410 BEAU FOREST DR	GULFPORT	MS	39503
	100842	0908D-01-048.000	TOLER TERRY & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	107081	0908D-01-135.000	MJP DEVELOPMENT LLC	15240 CREOSOTE RD	GULFPORT	MS	39503
	107080	0908D-01-134.000	OLIVER MARY E	12350 WINDWARD CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	100843	0908D-01-044.000	GCP1 LLC	P O BOX 511	SAUCIER	MS	39574
	100841	0908D-01-043.000	BELL JAMARCUS	13391 WINDSONG DR	GULFPORT	MS	39503
	100839	0908D-01-042.000	SCOTT RACHAEL J	13395 WINDSONG DR	GULFPORT	MS	39503
	100838	0908D-01-041.000	HILL STEPHANIE & MCDONALD JENNIFER	13399 WINDSONG DRIVE	GULFPORT	MS	39503
	100849	0908D-01-052.000	HUDSON JENNIFER N	12316 WOODWARD DRIVE	GULFPORT	MS	39503
N	109024	0908E-01-001.047	RODRIGUEZ BRYCE PATRICK & PATRICK H	854 JOE YENNI BLVD, APT 4	KENNER	LA	70065
N	56926	0908D-01-013.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	100846	0908D-01-050.000	MORGAN REBECCA LYNNE	12306 WINDWARD DR	GULFPORT	MS	39503
	109020	0908E-01-001.045	HIGHTOWER KHALIL	13398 LOCUST HILL DR	GULFPORT	MS	39503
	1282	0908D-01-007.000	GOTTLICH HUGO G -EST-	13363 ONEAL RD	GULFPORT	MS	39503
	109023	0908E-01-001.042	EILERMANN JANET & TERRY TOLAR	14352 CHESTWOOD COVE	GULFPORT	MS	39503
	56920	0908D-01-008.000	GOTTLICH HUGO GEORGE -EST-	13363 O'NEAL RD	GULFPORT	MS	4E+08
N	106180	0908D-01-013.002	BROADUS LINDA JARRARD	18653 HWY 67	BILOXI	MS	39532
	56913	0908D-01-004.000	SPOONER JOHN J & BETTIE F	11 PROGRESS RD	BROOKLYN	MS	39425
	100848	0908D-01-051.000	TOMOHAWK PROPERTIES LLC	P O BOX 420	KILN	MS	39556
	107079	0908D-01-133.000	BROOKS BARBARA A -TOD-	12344 WINDWARD DR	GULFPORT	MS	39503
	53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
	53702	0908E-01-039.000	KENNEDY JOHN & RUTHIE N	1815 22ND AVE	GULFPORT	MS	39501
	53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
	100847	0908D-01-046.000	MONTGOMERY NATALIE S	12288 WINDWARD DR	GULFPORT	MS	39503
	109016	0908E-01-001.043	TAYLOR SHARINDA R	13386 LOCUST HILL DR	GULFPORT	MS	39503
	107085	0908D-01-139.000	OLSON JAMES MICHAEL	12372 WINDWARD CIR	GULFPORT	MS	39503
	56915	0908D-01-006.000	MCINNIS SYLVIA JEANETTE	14055 JOHN CLARK RD #3A	GULFPORT	MS	39503
N	107082	0908D-01-136.000	MJP DEVELOPMENT LLC	15240 CREOSOTE RD	GULFPORT	MS	39503
N	56923	0908D-01-011.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	56948	0808A-01-001.000	DESTINY CHURCH INC	12401 THREE RIVERS RD	GULFPORT	MS	39503
	100845	0908D-01-045.000	ARIOLA KEONI SHAY CHIN LUNG -ETAL-	P O BOX 2045	EWA BEACH	HI	96706
	109031	0908E-01-001.051	SMITH RYAN C & AMY	13416 LOCUST HILL DR	GULFPORT	MS	39503
	100840	0908D-01-047.000	HOOB HUNTA ANN	12294 WINWARD DRIVE	GULFPORT	MS	39503
N	133207	0908D-01-130.000	GULFPORT CITY OF	OCT 31,2005 SALE			0
	133156	0908D-01-006.000	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
	133157	0908D-01-006.000	JAMISON RONNIE EARL	20546 JOHNSON RD	LONG BEACH	MS	39560
N	56922	0908D-01-014.000	ASHTON BAY CW LLC	C/O READ PROPERTY GROUP LI	BROOKLYN	NY	11204
	53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
	53707	0908E-01-045.000	DAVISON MICHAEL A & LAKISHA T	104 TOMAHAWK TRAIL	GULFPORT	MS	39503
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	144636	0908C-01-001.047	KENNEDY KRISTEN MARIE ETAL	520 BEACH BLVD APT 507	BILOXI	MS	39530
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	144634	0908C-01-001.045	CULLINANE WILLIAM & DEBORAH	12521 WESTWOOD PL	GULFPORT	MS	39503
	144633	0908C-01-001.044	GERWICK CHRISTOPHER M & SHANNON L	12527 WESTWOOD PL	GULFPORT	MS	39503
	144637	0908C-01-001.048	HUFF RICHARD & KELLY	12507 WESTWOOD PLACE	GULFPORT	MS	39503
	148486	0908D-01-009.006	DAVID ROBERT S & EDUPUGANTI HEMA	13470 FOREST RIDGE DR	GULFPORT	MS	39503
N	56917	0908D-01-010.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56919	0908D-01-009.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	148499	0908D-01-009.019	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148509	0908D-01-009.029	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148508	0908D-01-009.028	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
	148494	0908D-01-009.014	COOK MARY C & DALE J	13234 EVERGREEN DR	GULFPORT	MS	39503
	148493	0908D-01-009.013	HAYNES ROCHELLE L	13250 EVERGREEN DR	GULFPORT	MS	39503
	148492	0908D-01-009.012	WASHINGTON MANUEL & FELECIA	13341 FOREST RIDGE DR	GULFPORT	MS	39503
N	148491	0908D-01-009.011	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	148490	0908D-01-009.010	LESKOWICH BRIAN & LISA	13357 FOREST RIDGE DR	GULFPORT	MS	39503
	148495	0908D-01-009.015	LEE ROBERT CARL & TERRE	13226 EVERGREEN DR	GULFPORT	MS	39503
	148496	0908D-01-009.016	MIDDLETON SARAH & CHARLES HUNTER	13218 EVERGREEN DR	GULFPORT	MS	39503
	148498	0908D-01-009.018	MATTINA JEFFREY JOHN & DIANNE C	13527 EVERGREEN DR	GULFPORT	MS	39503
	148497	0908D-01-009.017	BOSLETT FAMILY TRUST	13509 EVERGREEN DR	GULFPORT	MS	39503
	148500	0908D-01-009.020	DANG DOI VAN & KIEP	13605 DEER FIELD DR	GULFPORT	MS	39503
N	148504	0908D-01-009.024	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148503	0908D-01-009.023	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148507	0908D-01-009.027	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148506	0908D-01-009.026	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148505	0908D-01-009.025	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	148740	0908C-01-001.115	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	148739	0908C-01-001.114	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148741	0908C-01-001.116	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148744	0908C-01-001.119	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148742	0908C-01-001.117	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148743	0908C-01-001.118	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148745	0908C-01-001.120	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148746	0908C-01-001.121	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148747	0908C-01-001.122	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148748	0908C-01-001.123	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

General Plan 2605PC067: General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

General Plan
(Florence Gardens Phase 2B)

GENERAL INFORMATION

Case File Number: 2605PC067

Hearing Date: May 28, 2026

Current Zoning/Use: R-1-7.5 / Vacant Property

Legal: General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 7-lot residential subdivision, named Forest Ridge Phase 2B, which is extracted from approximately 49.2 acres. This new subdivision is a continuation of Florence Gardens residential development.

All proposed lots are in an R-1-7.5 (Single-family) zoning district and regulations state that the minimum property size for the new single-family home in this zoning district is 7,500 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. In review of the General Plan, the applicant meets the city's requirements for this zoning district. Street access created for this is connected to existing roadways and provided an ingress and egress to O'Neal Road and Forest Ridge Drive.

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

EXECUTIVE SUMMARY

The project has met all the city requirements and street names have been provided. All other departmental conditions will have to be met prior to any permits.

Any approval should consider these conditions:

1. City Council must approve zoning regulations.
2. Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for accessibility.
3. Tree Ordinance - Sec. 8-12 Construction near trees (a)(b)(c)(d)(e)(f) and Sec. 8-5 Permits – Required (a)

DEPARTMENTAL CONDITIONS

Engineering: No Conditions. Memo dated 5/14/2026.

Technical Report

General Plan
(Florence Gardens Phase 2B)

Public Works:	No Conditions. Memo dated 5/14/2026.
Traffic and Safety:	No comment as of 5/15/2026.
Building Code Services:	Conditions. Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for accessibility. Memo date 5/8/2026.
GIS:	No conditions. Memo dated 5/15/2026.
Police Department:	No comment as of 5/15/2026.
Fire Department:	No conditions. Memo dated 5/6/2026.
City Arborist:	Conditions. Tree Ordinance -Sec. 8-12 Construction near trees (a)(b)(c)(d)(e)(f) and Sec. 8-5 Permits – Required (a). Memo dated 5/7/2026.

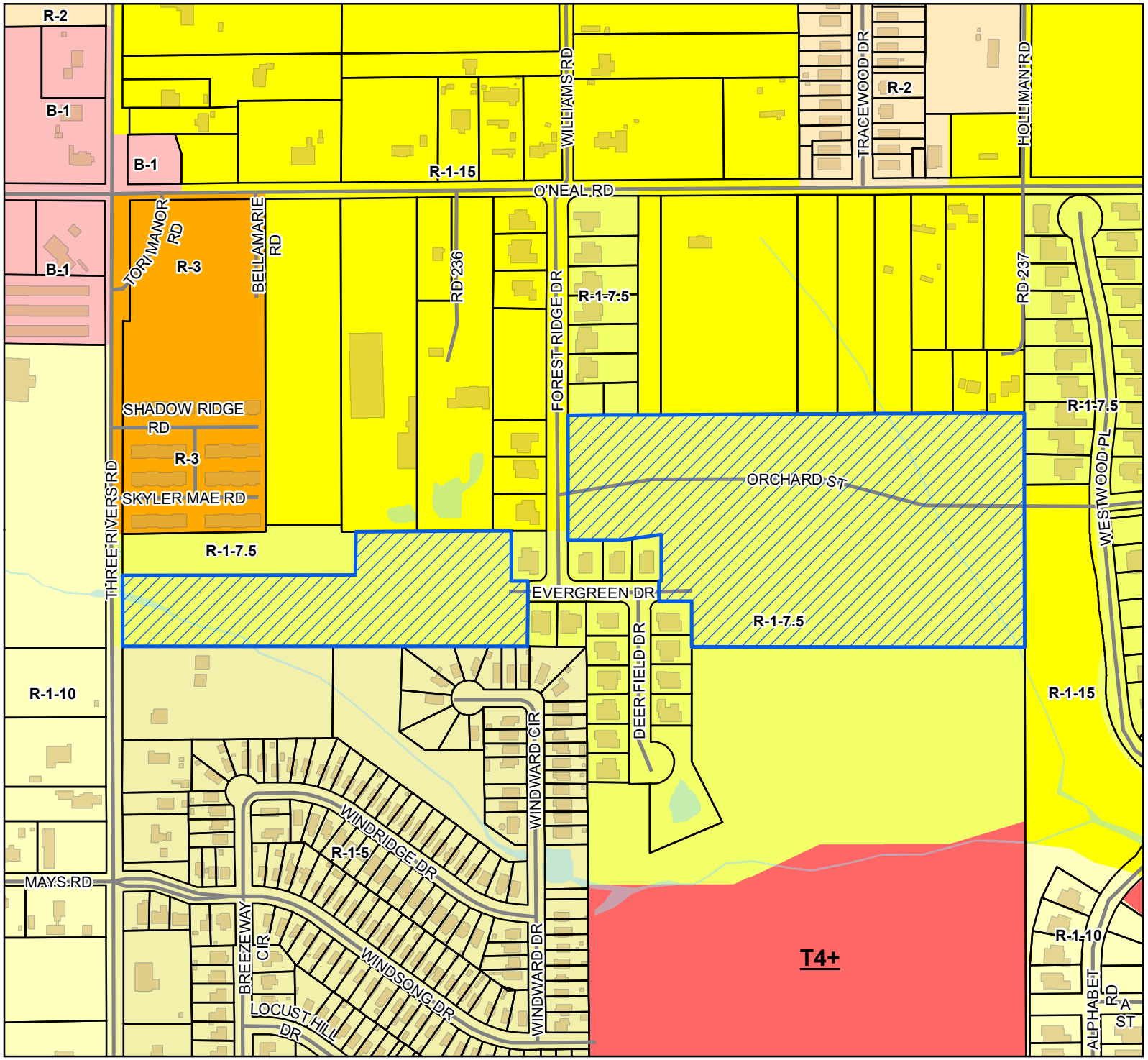
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2605PC067

General Plan



Site
Street
Parcels
Buildings
Water Features

Smart Code

T4+

Zoning

B-1 - Neighborhood Business District

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

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

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

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

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

R-3 - General Residence (High Density)

Site Information

0908D-01-015.000
Zoning:R-1-7.5 (Single Family)
Size: 25.18 Acres
Flood: X, AE

0 60 120 180
Yards

1 inch = 400 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2605PC067
Date Received: 4/7/26
Receipt #: 13799754
Received By: SJS
Zoning: R-1-7.5
Ward: 6 Flood: X, AE
Size: 71.6 Acres

Property Information

TAX PARCEL # 0908D-01-015.000

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: Forest Ridge Drive and Orchard Street

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 7 lots for development, no infrastructure improvements required.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Florence Gardens, LLC	Brown, Mitchell & Alexander, Inc.
Printed Name Of Owner	Printed Name Of Agent
12321 Preservation Drive	131 Rue Magnolia
Mailing Address	Mailing Address
Gulfport MS 39503	Biloxi MS 35930
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	Signature Of Agent

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

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

April 1, 2026

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

RE: Covenants
Forest Ridge Subdivision, Phase 2B
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Forest Ridge Drive, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-015.000.

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Forest Ridge subdivision will apply for this request.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

Heather Kirkendall
NOTARY PUBLIC

HEATHER KIRKENDALL
Commission Expires
11-06-2026
NOTARY PUBLIC
ID 346096
Jackson County
MISSISSIPPI

S:\Permanent (Old P Drive)\3405-29 (Forest Ridge Phase 2)\General Plan\2B\LTR Covenant Declaration (for FG signature & notary).docx

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel #0908D-01-015.000.

_____ DATE: APRIL 1, 2026

FLORENCE GARDENS, LLC

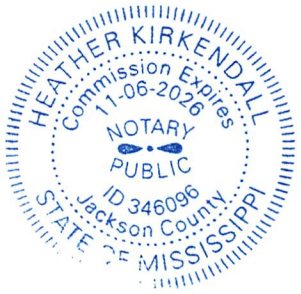
PRESIDENT

TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of April, 2026.

_____

NOTARY PUBLIC



C:\Users\Ryan\AppData\Local\Microsoft\Olk\Attachments\ooa-a9c3351a-8e00-4101-ad0a-469761276566\c10abe0acfcd180b93332024f548816cf2985eefda77df668b7d5ba579f6c4bd\6c6f14a2925bbc5518053b262a5e7424352cda0ce729d32cd56bd519826.docx

April 1, 2026

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

RE: Authority to Act as Agent
Forest Ridge Subdivision (Phase 2B)
Gulfport, Mississippi

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of O'Neal Road; West of Florence Gardens; North of Windsong; East of Forest Ridge Drive, Gulfport, Mississippi (also being tax parcel no(s): 0908D-01-015.000.

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,

Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738

NOTARY PUBLIC

HEATHER KIRKENDALL
Commission Expires
11-06-2026
NOTARY
PUBLIC
ID 346096
Jackson County
STATE OF MISSISSIPPI

C:\Users\Ryan\AppData\Local\Microsoft\Olk\Attachments\ooa-a9c3351a-8e00-4101-ad0a-469761276566\f20f415915aab6bbacface0af0c28760c7e5c754ed6c179189aca349ce734e3\LTR Authority to Act as Agent (for FG signature & notary).docx

SITEWORK PLANS

FOR

FOREST RIDGE

PHASE 2B

GULFPORT, MISSISSIPPI

PREPARED FOR

FLORENCE GARDENS, LLC

12321 PRESERVATION DRIVE GULFPORT, MS 39503
PH (228) 539-5039

PRELIMINARY

APRIL, 2026

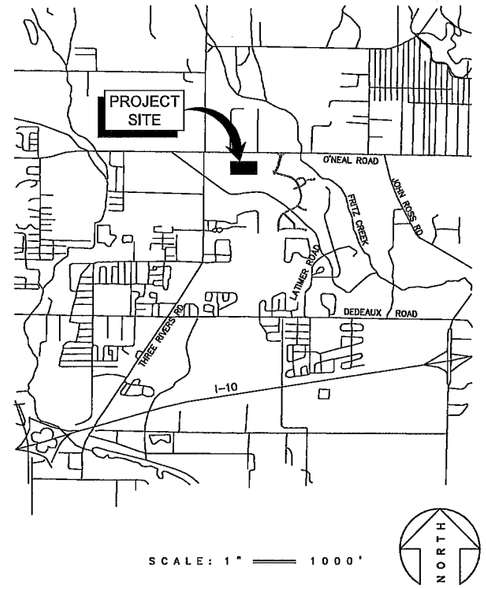
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

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

131 Rue Magnolia Biloxi, MS 39530 (228)436-7612

3221 Market Street Pascagoula, MS 39567 (228)864-7612

LOCATION MAP



SHEET INDEX

DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
SITE LAYOUT PLAN	C-121

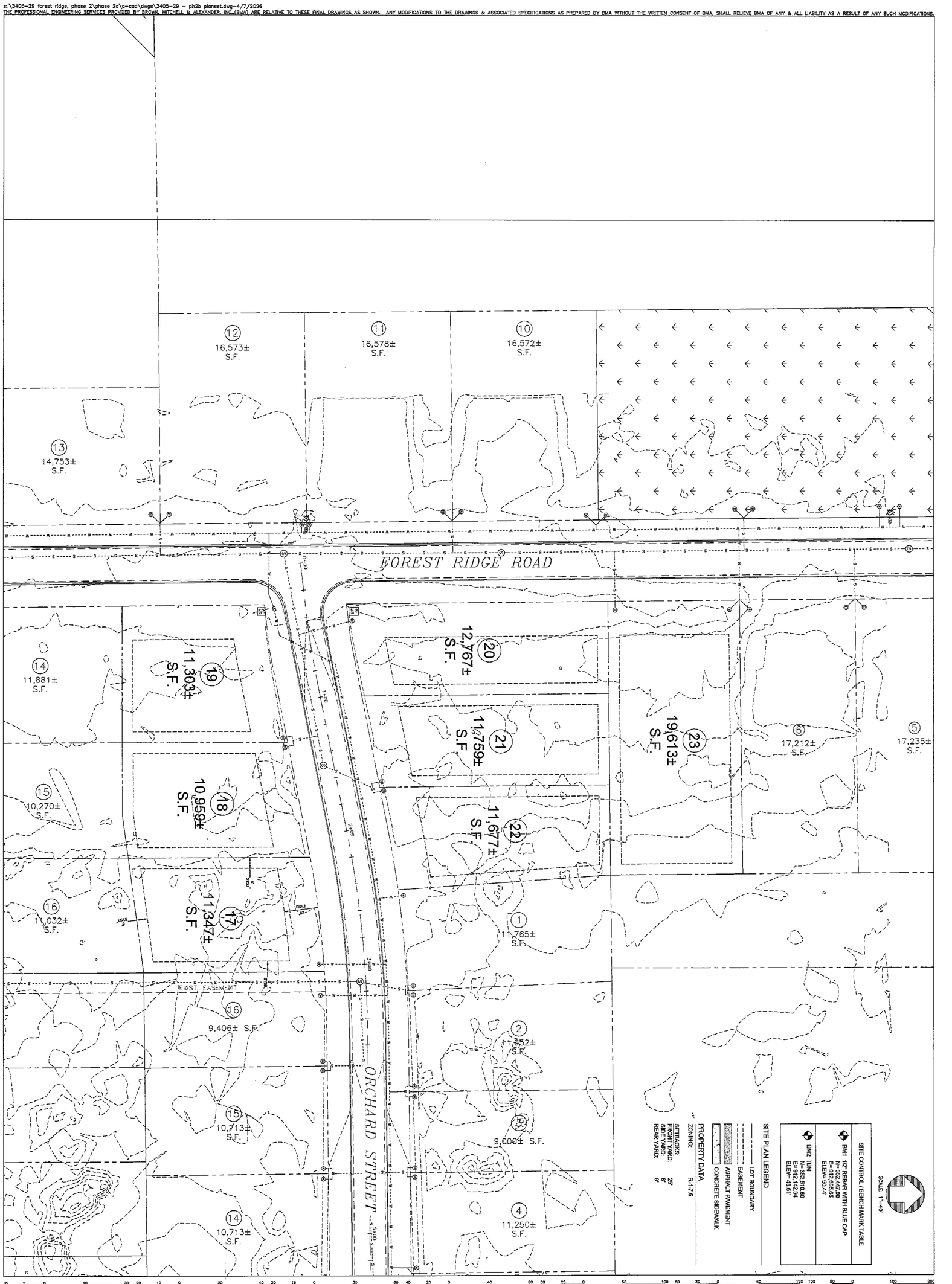
BMA No. 3405-29 SET NO. _____

3405-29 - FOREST RIDGE PHASE 2C

C-001

x:\3405-29 forest ridge, phase 2\phase 2b\c-cad\dwgs\3405-29 - ph2b planset.dwg—4/6/2026

x:\3405-29 forest ridge, phase 2\phase 2c\c-cad\dwgs\3405-29 - ph2b planset.dwg-4/7/2026
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC.(BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



C-121

CAD BNG
DATE 3/20/2026
SCALE 1"=40'
BMA # 3405-29 (2B)
FILE
BVN DBA

FOREST RIDGE

PHASE 2B

GULFPORT, MISSISSIPPI

SITE LAYOUT PLAN

REV DATE BY

PRELIMINARY

SEAL

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

401 Cowan Road, Suite A, Gulfport, MS 39507 (228)864-7612
131 Rue Magnolia Biloxi, MS 39530 (228)436-7612
3221 Market Street Pascagoula, MS 39567 (228)864-7612

CERTIFICATION BY CORPORATE SECRETARY

BE IT KNOWN, that I, **LISA HALEY**, Secretary of First Bank and Trust (the "Corporation"), a Louisiana state-chartered banking institution, having its Main Office located at 909 Poydras Street, New Orleans, Louisiana 70112.

HEREBY CERTIFY that pursuant to the by-laws of the corporation and a resolution of the Board of Directors passed on June 23, 2021, which remains in effect as of the date hereof,

JAMES R. NOEL

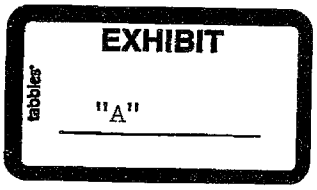
IN HIS CAPACITY as Vice President is authorized to execute on behalf of the Corporation as the Seller, all such documentation reasonably required for the sale of real estate described as undeveloped acreage, all known as Whitetail Ridge Subdivision, O'Neal Road, City of Gulfport, Harrison County, Mississippi to the Purchaser, Florence Gardens, LLC. The sale amount being $1,098,444.50.

THUS CERTIFIED UNDER MY HAND AND SEAL, in New Orleans, Louisiana, this 23 of June, 2021.

FIRST BANK AND TRUST

BY: Lisa Haley

Lisa Haley, Secretary of the Corporation



Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi

FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: Development Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other "vertical" improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such "horizontal" improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the Parcel's addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

(a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;

(b) To include new materials or techniques deemed to be suitable to Florence Gardens;

(c) To adjust for market conditions; or

(d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: Review Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
(ii) driveways, walks, patios and other ground surface materials;
(iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
(iv) fountains, swimming pools, whirlpools or other pools;
(v) privacy walls or other fences and gates;
(vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
(vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
(viii) signage of any type; and
(ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing not withstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state of federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: Covenant to Complete Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experience in appraising residential properties of the character and qualify of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than $500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: Founder's Additional Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related of affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in it sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.
Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I:
Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.

c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.

d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on ***Exhibit A.*** The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, my elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:
Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:
Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:
Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself of its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:
Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:
Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership . The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members . The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions . The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:
Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property ..... Section 2.3
Repeal of Additional Services ..... Section 6.2
Election of the Board of Directors ..... Section 6.12
Approval of General Assessments when increased more than 15% ..... Section 8.4
Ratification of expenditures for capital improvements ..... Section 8.6
Approval of Zone expenses ..... Section 8.7
Amendment of Declaration ..... Section 13.1
Dedication of the Commons ..... Section 13.2
Merger into, or Dedication of Commons to, Municipality ..... Section 13.4
Termination of the Declaration ..... Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:
Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX: Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in it sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X: Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel of Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

(a) General Assessments for expenses included in the budget,

(b) Special Assessments for the purposes provided in this Declaration,

(c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and

(d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot is owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar ($1.00) for every ten thousand dollars ($10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:
Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appeasable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet on less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorizes Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:
Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:
Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:
General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By:_____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By:_____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By:_____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By:_____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By:_____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

STATE OF MISSISSIPPI
COUNTY OF_____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ___day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____day of _____, 2006.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

1st Judicial District
Instrument 2021-9190-D-J1
Filed/Recorded 06/28/2021 03:10 PM
Total Fees $28.00
7 Pages Recorded

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

GRANTOR:	**FIRST BANK AND TRUST,** **a Louisiana state-chartered banking institution** **909 Poydras Street** **New Orleans, LA 70112** **Telephone: (985) 249-6777**
GRANTEE:	**FLORENCE GARDENS, LLC,** **a Mississippi limited liability company** **12321 Preservation Drive** **Gulfport, MS 39503** **Telephone: (228) 326-7292**
INDEXING INSTRUCTIONS:	**T7S, R11W, Section 2:** **NW ¼ NW ¼; NE ¼ NW ¼;** **SE ¼ NW ¼; NE ¼ SW ¼; and** **NW ¼ SW ¼**
INSTRUMENT PREPARED BY AND RETURN TO:	**MARK E. BOND** **MS STATE BAR #103992** **BALCH & BINGHAM LLP** **1310 25th Avenue** **Gulfport, MS 39501** **(228) 864-9900**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, FIRST BANK AND TRUST, a Louisiana state-chartered banking institution ("**Grantor**"), does hereby sell, convey and warrant specially unto FLORENCE GARDENS, LLC, a Mississippi limited liability company ("**Grantee**"), fee simple title in and to the following described real property together with all of Grantor's rights to the timber, improvements and appurtenances thereon and any land lying in the bed of any highway, street, road, opened or proposed, in front of or abutting or adjoining such tract of land and to the fullest extent allowed by law all of its rights, licenses, permits, privileges, if any, as well as and any easements and appurtenances, if any, thereunto belonging, being situated in the First Judicial District of Harrison County, Mississippi, and described as follows, to-wit:

> Parcel 1: The South one-half (S1/2) of the Northeast (NE1/4) Quarter of the Northwest (NW1/4) Quarter of Section 2, Township 7 South, Range 11 West.
>
> ALSO: The South one-fourth (S1/4) of the Northwest (NW1/4) Quarter of the Northwest (NW1/4) Quarter.
>
> Less & except a lot measuring 125 feet by 700 feet in the Northwest corner of said tract; situated and being in Section 2, Township 7 South, Range 11 West, in Harrison County, Mississippi.
>
> Parcel 2: A parcel of land situated in Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, being more particularly described as follows, to-wit:
>
> Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 2, which is an intersection of the South line of Reservation Estates Subdivision, Part I, with the centerline of Three Rivers Road, thence Northerly along the centerline of Three Rivers Road approximately 1,860 feet to a point in said centerline; thence run East perpendicular to said centerline

approximately 30 feet to the East right-of-way line of Three Rivers Road and the Northwest corner of a part of Lingles Subdivision to a point; thence run North 0 degrees 13' 18" East 199.92 feet; thence run North 89 degrees 56' 40" East 192.42 feet; thence run N 0 degrees 14' 58" East 198.69 feet; thence run N 82 degrees 44' 30" East 9.51 feet; thence run N 0 degrees 22' 26" East 151.27 feet; thence South 89 degrees 42' 17" East 395.30 feet; thence run North 01 degrees 53' 17" East 266.73 feet; thence run North 89 degrees 34' 22" East 739.58 feet to the point of beginning. From said point of beginning, run thence North 89 degrees 34' 22" East 1,274.59 feet; thence run South 0 degrees 22' 05" East 1,343.41 feet; thence run South 74 degrees 52' 21" West 464.81 feet; thence run South 70.0 feet; thence run East 45.0 feet; thence run South 320.0 feet; thence run West 878.89 feet; thence run North 0 degrees 00' 06" West 1,845.19 feet to the point of beginning.

Parcel 3: The East 1/3 of the West 3/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the East 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, Harrison County, Mississippi, said parcel being approximately 99 feet East and West and 660 feet North and South.

Parcel 4: A parcel of land situated and being located in the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows to wit:

Beginning at a point on the Easterly margin of Three Rivers Road that is 990.75 feet South of the North line of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 2, Township 7 South, Range 11 West; thence run from said Point of Beginning North 89 degrees 37 minutes 02 seconds East 418.83 feet; thence run North 00 degrees 22 minutes 58 seconds West 25.42 feet; thence run South 89 degrees 41 minutes 07 seconds East 219.66 feet; thence run South 00 degrees 22 minutes 58 seconds East 22.75 feet; thence run North 89 degrees 37 minutes 02 seconds east 38.06 feet; thence run South 00 degrees 03 minutes 12 seconds East 125.00 feet; thence run South 89 degrees 37 minutes 02 seconds West 678.53 feet to the Easterly margin of Three Rivers Road; thence run North 00 degrees 03 minutes 12 seconds West 125.00 feet along the Easterly margin of Three Rivers Road to the Point of Beginning.

Being the same property as conveyed to Walter J. Campbell et al Quit Claim Deed dated 09/09/03, recorded in the office of the Chancery Clerk aforesaid in Deed Book 1642 at Page 295 thereof.

Parcel 5: The West 1/2 of the East 1/2 of the West 2/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi.

And Also the West 1/5 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi. Said parcel being approximately 66 feet East and West by 660 feet North and South.

Being the same parcel described by deed recorded as Instrument Number 2007-7203DJ1 and as Instrument Number 2007-12354DJ1.

AND ALSO:

The East 220 feet of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi; having a width East and West of 220 feet and a depth North and South of 990 feet.

Being the same property described by deed recorded in Book 1584 at Page 271, Book 1450 at Page 145 and by Amended Scrivener's Affidavit of Correction recorded as Instrument No. 2005-14487D-J1.

It is the intention of Grantor to grant, convey, and warranty specially, and Grantor does hereby grant, convey, and warranty specially unto Grantee, all right, title and interest vested in Grantor by virtue of (i) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 810D-J1; and (ii) that certain Substituted Trustee's Deed dated January 14, 2021, recorded January 20, 2021 as Instrument No. 2021 812D-J1.

This conveyance and special warranty provided is made subject to any and all restrictive covenants and conditions, easements, rights-of-way, prior conveyances or reservations of oil, gas and other minerals by predecessors in title to Grantor, matters that would be revealed by and true and accurate survey, matters visible on the ground and all other matters of record in Chancery Clerk's Office of Harrison County, Mississippi. This conveyance is made AS IS WHERE IS WITH ALL FAULTS and Grantor expressly disclaims any and all warranties and representations as to the condition of the real property and related rights, if any.

Taxes for the year 2021 have been prorated and are assumed by the Grantee.

Attached hereto as Exhibit "A" is a Certification by Corporate Secretary, Lisa Haley, authorizing James R. Noel, Vice President, to execute this instrument on behalf of Grantor.

[*This space left blank intentionally. Signature and acknowledgment to follow.*]

WITNESS MY SIGNATURE this the 25 day of June, 2021.

FIRST BANK AND TRUST,
a Louisiana state-chartered banking institution

BY: _____
Name: JAMES R. NOEL
Its: Vice President

STATE OF LOUISIANA

COUNTY/PARISH OF St. Tammany

Personally appeared before me, the undersigned authority in and for the said Parish and state, on this 25 day of June, 2021, within my jurisdiction, the within named James R. Noel, who acknowledged that he is Vice President of First Bank and Trust, a Louisiana state-chartered banking institution, and that for and on behalf of the said state-chartered banking institution, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said state-chartered banking institution so to do.

_____
NOTARY PUBLIC

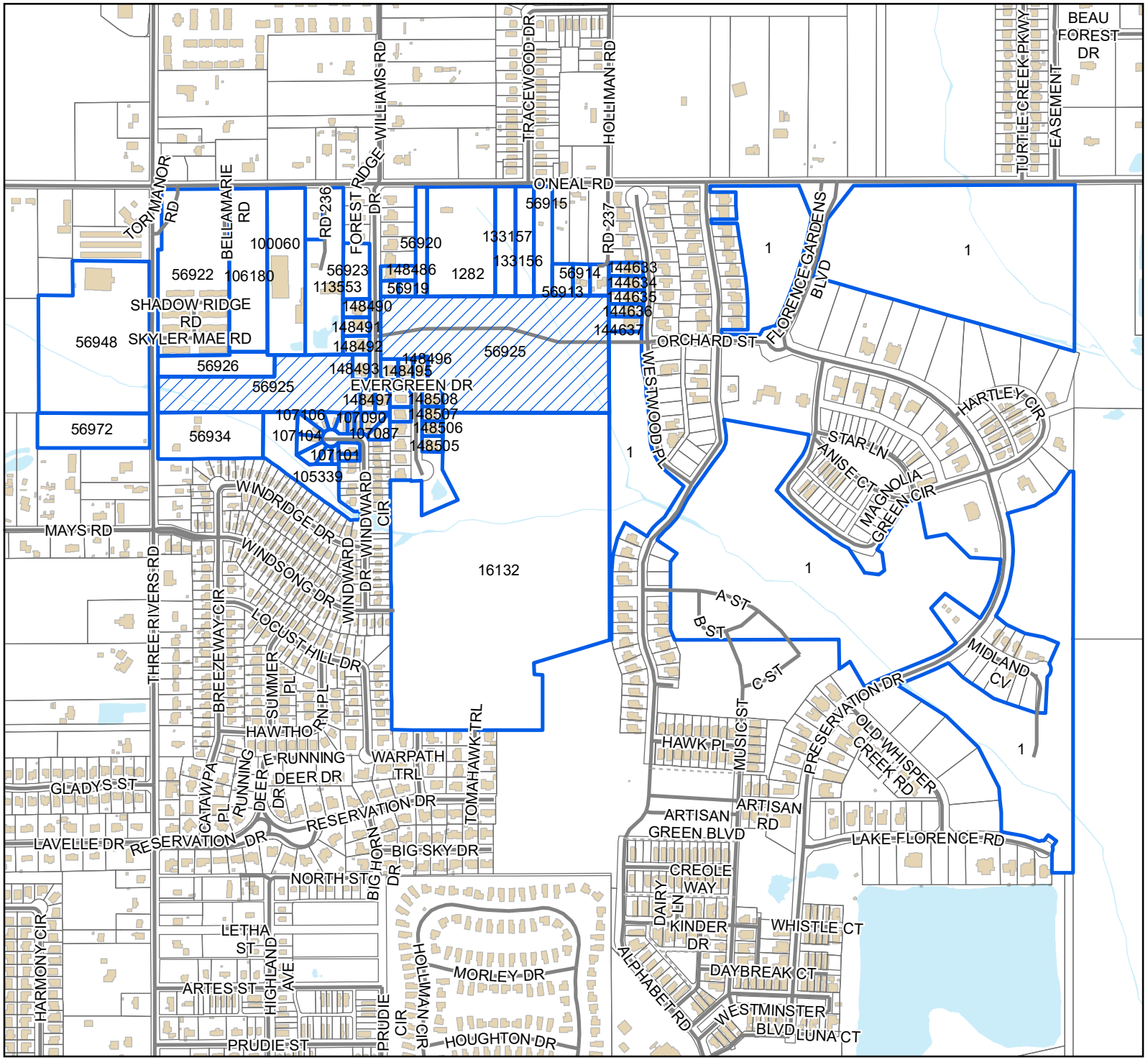
My commission expires:
Lifetime Commission

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

CHARLES O. LEDET #50246
ST. TAMMANY PARISH
LIFETIME COMMISSION

2605PC067

General Plan



Legend

- Site
- Street
- Alley
- Buildings
- Water Features

0 130 260 390

Yards

1 inch = 800 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0908D-01-015.000	FLORENCE GARDENS, LLC (OWNER)	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
			BROWN, MITCHELL & ALEXANDER, INC (AGENT)	131 RUE MAGNOLIA	BILOXI	MS	35930
			Adjacent Property Owners (2605PC067)				
	107104	0908D-01-149.000	COOPER GEORGE S	12407 WINDWARD CIRCLE	GULFPORT	MS	39503
	56934	0908D-01-016.000	DANYOW KASEY HOLLACE	12378 THREE RIVERS RD	GULFPORT	MS	39503
	105339	0908D-01-129.000	LAND TRUST FOR MISS COASTAL PLAIN	P O BOX 245	BILOXI	MS	39533
	107105	0908D-01-148.000	HALL CLAYTON A	12404 WINDWARD CIR	GULFPORT	MS	39503
	107106	0908D-01-147.000	HOOD CHARLES	12402 WINDWARD CIR	GULFPORT	MS	39503
	107107	0908D-01-146.000	VANDERMEER MICHELLE A	12396 WINDWARD CIR	GULFPORT	MS	39503
	107092	0908D-01-145.000	RENSHAW JOREY J & RACHAEL	12388 WINDWARD CIR	GULFPORT	MS	39503
	107090	0908D-01-143.000	GARDNER GERALD & KAREN	12380 WINDWARD CIR	GULFPORT	MS	39503
	107087	0908D-01-141.000	SPEARS JAMARIO	12376 WINDWARD CIRCLE	GULFPORT	MS	39503
	56972	0808A-01-018.000	STIVER DORIS M -EST-	12387 THREE RIVERS RD	GULFPORT	MS	39503
	107103	0908D-01-150.000	BATES STEVEN C	5258 W DAKIN ST	CHICAGO	IL	6E+08
	107100	0908D-01-153.000	FAIRLEY REJANAE & HARRISON JALAYLA	12375 WINDWARD CIRCLE	GULFPORT	MS	39503
	107091	0908D-01-144.000	EASY RENTAL LLC	17173 ORANGE GROVE RD	GULFPORT	MS	39503
	107089	0908D-01-142.000	HANCOCK ANCE J & MICHELE A	12378 WINDWARD CIR	GULFPORT	MS	39503
	107102	0908D-01-151.000	ADAIR HOLDINGS LLC	405 #115TH ST STE 100	OMAHA	NE	68154
	107101	0908D-01-152.000	GLORIA TAMMY MARIE	12393 WINDWARD CIR	GULFPORT	MS	39503
	113553	0908D-01-012.001	CHEEKS GARY L & DORIS T	12502 ROAD 236	GULFPORT	MS	39503
	100060	0908D-01-013.001	BROADUS LINDA JARRARD	18681 HWY 67	BILOXI	MS	39532
	56914	0908D-01-003.000	FLOWERS KEVIN ETAL	12486 ROAD 237	GULFPORT	MS	39503
	100059	0908D-01-002.001	SPOONER JOHN JOSEPH JR	12488 ROAD 237	GULFPORT	MS	39503
N	56925	0908D-01-015.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56926	0908D-01-013.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	1282	0908D-01-007.000	GOTTLICH HUGO G -EST-	13363 ONEAL RD	GULFPORT	MS	39503
	56920	0908D-01-008.000	GOTTLICH HUGO GEORGE -EST-	13363 O'NEAL RD	GULFPORT	MS	4E+08
N	106180	0908D-01-013.002	BROADUS LINDA JARRARD	18653 HWY 67	BILOXI	MS	39532
	56913	0908D-01-004.000	SPOONER JOHN J & BETTIE F	11 PROGRESS RD	BROOKLYN	MS	39425
	107099	0908D-01-154.000	TROPHY FISH LLC	2347 LOST CHANNEL	BILOXI	MS	39531
	56915	0908D-01-006.000	MCINNIS SYLVIA JEANETTE	14055 JOHN CLARK RD #3A	GULFPORT	MS	39503
N	56923	0908D-01-011.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	56948	0808A-01-001.000	DESTINY CHURCH INC	12401 THREE RIVERS RD	GULFPORT	MS	39503
	133156	0908D-01-006.000	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
	133157	0908D-01-006.000	JAMISON RONNIE EARL	20546 JOHNSON RD	LONG BEACH	MS	39560
N	56922	0908D-01-014.000	ASHTON BAY CW LLC	C/O READ PROPERTY GROUP LLC	BROOKLYN	NY	11204

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	16132	0908E-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	144636	0908C-01-001.047	KENNEDY KRISTEN MARIE ETAL	520 BEACH BLVD APT 507	BILOXI	MS	39530
	144635	0908C-01-001.046	BARANELLO JOHN PAUL & PAMELA ANN	12517 WESTWOOD PLACE	GULFPORT	MS	39503
	144634	0908C-01-001.045	CULLINANE WILLIAM & DEBORAH	12521 WESTWOOD PL	GULFPORT	MS	39503
	144633	0908C-01-001.044	GERWICK CHRISTOPHER M & SHANNON L	12527 WESTWOOD PL	GULFPORT	MS	39503
	144637	0908C-01-001.048	HUFF RICHARD & KELLY	12507 WESTWOOD PLACE	GULFPORT	MS	39503
	148486	0908D-01-009.006	DAVID ROBERT S & EDUPUGANTI HEMA	13470 FOREST RIDGE DR	GULFPORT	MS	39503
N	56917	0908D-01-010.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	56919	0908D-01-009.000	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	148499	0908D-01-009.019	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148508	0908D-01-009.028	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
	148494	0908D-01-009.014	COOK MARY C & DALE J	13234 EVERGREEN DR	GULFPORT	MS	39503
	148493	0908D-01-009.013	HAYNES ROCHELLE L	13250 EVERGREEN DR	GULFPORT	MS	39503
	148492	0908D-01-009.012	WASHINGTON MANUEL & FELECIA	13341 FOREST RIDGE DR	GULFPORT	MS	39503
N	148491	0908D-01-009.011	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
	148490	0908D-01-009.010	LESKOWICH BRIAN & LISA	13357 FOREST RIDGE DR	GULFPORT	MS	39503
	148495	0908D-01-009.015	LEE ROBERT CARL & TERRE	13226 EVERGREEN DR	GULFPORT	MS	39503
	148496	0908D-01-009.016	MIDDLETON SARAH & CHARLES HUNTER	13218 EVERGREEN DR	GULFPORT	MS	39503
	148498	0908D-01-009.018	MATTINA JEFFREY JOHN & DIANNE C	13527 EVERGREEN DR	GULFPORT	MS	39503
	148497	0908D-01-009.017	BOSLETT FAMILY TRUST	13509 EVERGREEN DR	GULFPORT	MS	39503
	148500	0908D-01-009.020	DANG DOI VAN & KIEP	13605 DEER FIELD DR	GULFPORT	MS	39503
N	148507	0908D-01-009.027	ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
N	148506	0908D-01-009.026	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
N	148505	0908D-01-009.025	ELLIOTT HOMES LLC	1402 PASS ROAD	GULFPORT	MS	39501
N	1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

General Plan 2605PC069: General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Technical Report

General Plan
(Magnolia Reserve Subdivision)

GENERAL INFORMATION

Case File Number: 2605PC069

Hearing Date: May 28, 2026

Current Zoning/Use: T4L / Vacant Property

Legal: General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 53-lot 12.28-acre residential subdivision, named Magnolia Reserve subdivision. The proposed development will include a common area and a detention pond which are considered outparcels. The applicant has included their proposed covenants with the application. The proposed development is West of Cowan Rd, East of Silver Ridge Avenue, North of the railroad, and South of 5th Street. The development will only have ingress and egress from 5th street. The area is protected by Gulfport Fire and Police and will have capacity for city water and sewer.

Regulations state that the minimum property size for new single family home in this zoning district is 7,500 square feet with a front yard setback of 15 feet and a side and rear yard setback of 6 feet. However, the applicant applied for a variance and was approved with case 2507ZB084. This case approved the applicant to create 4,000 square feet lots where 7,500 square feet lots would be required for a single-family development. It should be noted that, due to this variance, the density of the subdivision will be higher than what is normally found in this zoning district. The majority of the proposed lots will fall under the originally required 7,500 square feet. The variance was granted with conditions that they comply with all current Building Codes and City of Gulfport Ordinances and that the protected trees are preserved. It is clear that many trees have been cleared off the property and the residual density of trees required by ordinance may have been removed. The required amount of non-protected trees to remain on site for a development of 12.28 acres is 133. **It should be stated that the Arborist, Engineering, and Public Works have disapproved the proposed development. Engineering and Publix works have also recommended that the item be tabled until the issues listed on the attached memo are resolved.** Public works will also require the applicant to get a Will Serve from them. The Arborist states that the Plat lines of the development will need to be moved in order to protect trees and the required residual density.

Any approval should consider these conditions:

1. Approval allows for the tentative approval of the proposed subdivision.

2. The Engineering Department recommends that the Planning Commission table this item until a future meeting to give the developer and their engineer the opportunity to address the items listed on the attached memo
3. The Public Works Department recommends that the Planning Commission table this item until a future meeting to give the developer and their engineer the opportunity to address the items listed on the memo provided by engineering along with obtaining a Will Serve from PW.
4. Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for Accessibility.
5. Sec. 8-5 (a) Residual Density Sec. 8-12 Construction near trees (a)(b)(c)(d)(e)(f), All protected trees and residual density to be protected. Plat lines need to be adjusted to protect trees and residual density.

DEPARTMENTAL CONDITIONS

Engineering:	**Disapprove-** The Engineering Department recommends that the Planning Commission table this item until a future meeting to give the developer and their engineer the opportunity to address the items listed on the attached memo. Memo dated 5/15/26.
Public Works:	**Disapprove-** The Public Works Department recommends that the Planning Commission table this item until a future meeting to give the developer and their engineer the opportunity to address the items listed on the memo provided by engineering along with obtaining a Will Serve from PW. Memo dated 5/15/26.
Traffic and Safety:	No conditions. Memo dated 5/18/26.
Building Code Services:	Must comply with all current Building Codes and City of Gulfport Ordinances. Must meet all ADA requirements for Accessibility. Memo dated 5/8/26.
GIS:	No conditions. Memo dated 5/15/26
Police Department:	No comment as of 5/15/26
Fire Department:	No conditions. Memo dated 5/6/26.
City Arborist:	**Disapprove-** Sec. 8-5 (a) Residual Density Sec. 8-12 Construction near trees (a)(b)(c)(d)(e)(f), All protected trees and residual density to be protected. Plat lines need to be adjusted to protect trees and residual density. Memo dated 5/15/26.

Technical Report

General Plan
(Magnolia Reserve Subdivision)

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg S. L

Greg Holmes
Director of Urban Development Department

Memorandum

To: Greg Holmes, Director of Urban Development

From: Robert Lee, P.E., Assistant City Engineer RL

Date: May 15, 2025

Re: **General Plan 2606PC069 – Magnolia Reserve Subdivision**

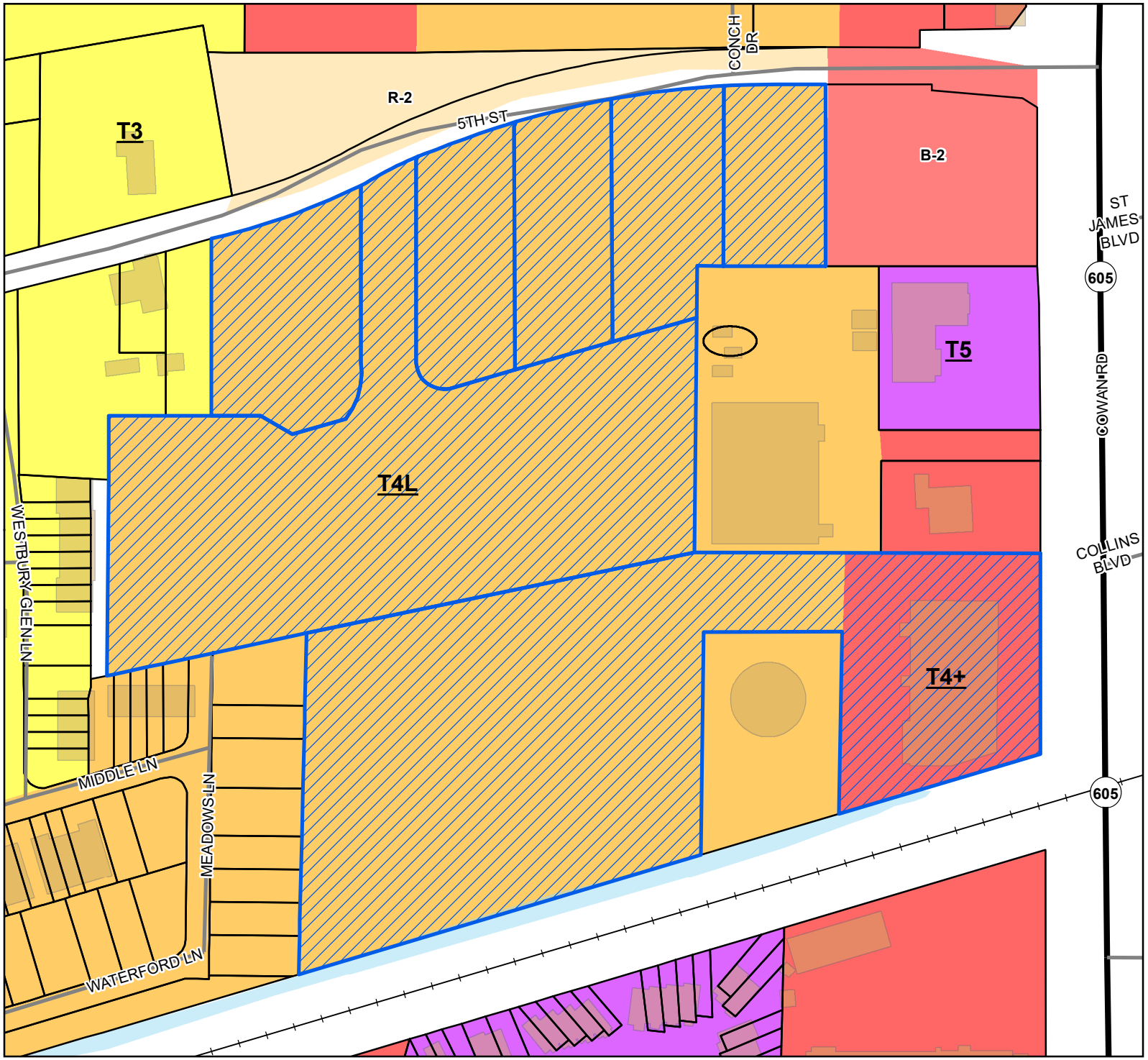
The Engineering Department recommends that the Planning Commission table this item until a future meeting to give the developer and their engineer the opportunity to address the following items on the proposed plans:

1. Move all sewer manholes outside of the asphalt roadway. Move as much of the sanitary sewer lines behind the curb as technically possible.
2. The City has a sewer easement in Westbury that abuts the proposed lift station. Determine if all or most sewage can gravity flow into the Westbury line thus eliminating the need for a sewer lift station.
3. If a lift station is required, it must be on a lot dedicated to the City and not on common area.
4. If a sewer force main is required, provide detail on the manhole that it will tie into. Determine if a force main can connect to the manhole closest to the development site instead of the manhole at Conch Drive and 5th Street.
5. Move as much of the storm drain lines behind the curb as technically possible.
6. Regrade the storm drain system to meet minimum slope standards. There are two sections of storm drain pipe that are flatter than minimum standard.
7. Realign the storm drain pipe at Lot 15/16 to be placed wholly on one lot or the other instead of straddling the lot line. Adjust the proposed drainage easement accordingly.
8. Provide details on the drain pipe and intake into the detention pond outfall structure
9. Show the proposed mail kiosk site and off street parking that serves it. Off street parking must include provisions for wheelchair accessibility.

Department of Engineering | 4050 Hewes Avenue | Gulfport, MS 39507-3903
P: 228.868.5740 | | www.gulfport-ms.gov

2605PC069

General Plan



Site
US or State Highway
Street
Railroad
Parcels
Buildings
Water Features

Smart Code

T5
T4+
T4L
T3

Zoning

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

Site Information

1010M-02.001.000, 1010M-02.001.003, 1010M-02.001.004, 1010M-02.001.005, 1010M-02.001.006, 1010M-02.005.000, 1010M-02-001.002
Zoning:T4L (General Urban Zone Limited), T4+ (Gernal Urban Zone Plus)
Size: 12.28 Acres
Flood: X

0 25 50 75
Yards

1 inch = 150 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR GENERAL SUBDIVISION PLAN

For Staff Use Only

Case File #: 2605-PC069
Date Received: 4-7-26
Receipt #: 13790369
Received By: SDS
Zoning: T4L
Ward: 2 Flood: X
Size:

Property Information

TAX PARCEL # See Attached

(If necessary, use separate sheet of paper)

Address of Property Involved: 1000 5th Street, Gulfport, MS 39507

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

General Location: West of Cowan Road, South of 5th Street, East of Silver Ridge Ave

GENERAL DESCRIPTION OF REQUEST:

Request General Subivision plan approval for a 53-lot residential subdivision.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Elliot Land Development ~~Elliott Homes~~, LLC.	
Printed Name Of Owner	Printed Name Of Agent
1520 29Tth Ave	
Mailing Address	Mailing Address
Gulfport MS 39501	
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

Tax Parcel Numbers

1010M-02-001.000

1010M-02-001.003

1010M-02-001.004

1010M-02-001.005

1010M-02-001.006

1010M-02-005.001

DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

August 1, 2025

Hogan Properties, LLC (Owner)
351 Cowan Road
Gulfport, MS 39507

Collins Enterprises, Inc. (Owner)
2720 Channel Place
Biloxi, MS 39531

RE: Variance 2507ZB084, by agent Donovan Scruggs, seeking approval for lot sizes of 4,000 square feet for single-family homes where 7,500 square feet is required, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, Zoned B-2 (General-Business), T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2.

To Whom It May Concern:

At their public hearing on **Thursday, July 31, 2025**, the Gulfport Zoning Board of Adjustment and Appeals **approved** your variance request with the following conditions:

1. Approval would allow for lot sizes for single-family homes of 4,000 square feet where 7,500 square feet is required.
2. Must comply with all current Building Codes and City of Gulfport Ordinances.
3. All protected trees to be protected and preserved. The site plan should reflect this, as discussed during the Preliminary Plan Review meeting on 05/28/2025.

All variances, unless otherwise specified by the Board of Adjustment and Appeals, shall be void if the project has not commenced within one year of approval. Commencement shall include securing and maintaining a building permit, certificate of occupancy, or privilege license for the use in the application and shall generally conform to the site plan as approved. The applicant should keep a copy of this letter with their property records for future reference.

Any person may appeal this decision to the Gulfport City Council within fifteen (15) calendar days of the public hearing. 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 why you are aggrieved.

If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

c. Agent, Building Code Services, Adjacent Property Owners

This is not an official certificate of good standing.

Name History

Name	Name Type
Elliott Land Developments LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1005415
Status:	Good Standing
Effective Date:	07/20/2012
State of Incorporation:	Mississippi
Principal Office Address:	1402 Pass Road Gulfport, MS 39501

Registered Agent

Name

Elliott, Brandon
1520 29th Ave
Gulfport, MS 39501

Officers & Directors

Name	Title
Brandon Elliott 1402 Pass Road Gulfport, MS 39501	Member

CONSTRUCTION PLANS FOR

MAGNOLIA RESERVE SUBDIVISION

OWNER:
ELLIOTT HOMES, LLC.
1520 29TH STREET
GULFPORT, MS 39501

SECTION 31
TOWNSHIP 7 SOUTH
RANGE 10 WEST
HARRISON COUNTY
CITY OF GULFPORT
MISSISSIPPI

ENGINEERING SERVICES, LLC
CONSULTING ENGINEERS
17381 SOUTH CARR BRIDGE ROAD
BILOXI, MISSISSIPPI 39532
PHONE: 228-297-1647

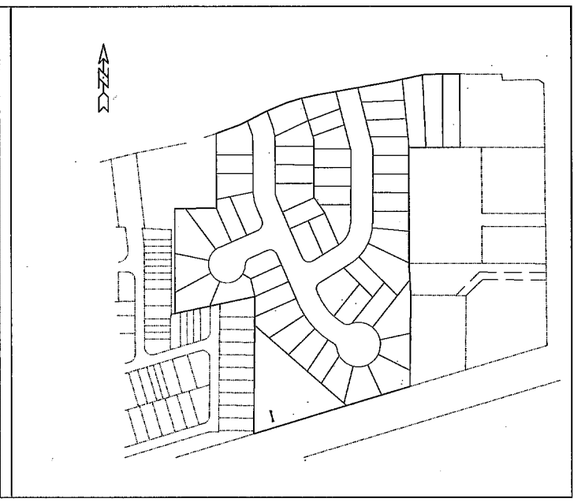
MARCH 10, 2026

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	EXISTING TOPO
3	LOT LAYOUT
4	ROAD & DRAINAGE PLAN
5	SIDEWALK AND STREET LIGHT PLAN
6	UTILITY PLAN
7	STORMWATER POLLUTION PREVENTION PLAN
8	PALMETTO CREST & SALT MARSH PLAN/PROFILE
9	TIDEWATER PLAN/PROFILE
10	CONSTRUCTION DETAILS
11	CONSTRUCTION DETAILS
12	CONSTRUCTION DETAILS
13	CONSTRUCTION DETAILS
14	CONSTRUCTION DETAILS



VICINITY MAP
SCALE: N.T.S.



GENERAL LAYOUT
SCALE: N.T.S.

DANIEL R. BOUDREAUX
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
ENGINEER #12558

NOTES:

1.) FIELD SURVEY PEFORMED WITH A COMBINATION OF TOPCON GR3 GPS RECIEVER AND TOPCON GPT- 9005A ROBOTIC TOTAL STATION.

2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).

3.) ELEVATIONS SHOWN ARE BASED ON NAVD88.

4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.

5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

60 0 60 120 180

Scale: 1" = 60'

NORTH

REFERENCE MATERIALS:

1.) CERTIFICATE OF RESUBDIVISION IN DEED 2008-10387-D-J1
2.) RECORDED PLAT OF THE AMENDED PLAT OF WESTBURY SUBDIVISION BOOK 452, PAGE 27
3.) RECORDED PLAT OF THE AMENDED PLAT OF WESTBURY SUBDIVISION
4.) HARRISON COUNTY TAX MAP 1010M
5.) GULFPORT ONLINE ATLAS

LEGEND:

- --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- --- SPIKE FOUND
- --- SPIKE SET
- --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET

SURVEY DESCRIPTION FOR PARCEL "A"

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE): BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION, S78°03'32"W 222.04' TO A 1/2" IRON ROD SET ON THE EAST MARGIN OF NEAL STREET; THENCE ALONG SAID EAST MARGIN, N00°01'32"W 282.50' TO A 1/2" IRON ROD FOUND; THENCE N89°17'50"E 113.80' TO A 1" IRON PIPE FOUND; THENCE N00°19'01"W 201.30' TO A 1/2" IRON ROD FOUND ON THE SOUTH MARGIN OF 5TH STREET; THENCE ALONG SAID SOUTH MARGIN, N70°33'27"E 68.38' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N69°16'19"E 78.66' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N66°31'35"E 61.50' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N73°29'52"E 43.06' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°34'57"E 43.57' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N80°01'30"E 203.88' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°04'45"E 91.75' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N86°31'39"E 31.88' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'36"E 65.47' TO A 1/2" IRON ROD FOUND; THENCE S00°26'43"E 197.75' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE N89°52'21"W 139.35' TO A 1" IRON PIPE FOUND; THENCE S00°01'31"W 313.43' TO A 1/2" IRON PIPE FOUND; THENCE S78°08'38"W 429.52' TO THE POINT OF BEGINNING, CONTAINING 317,651.78 SQUARE FEET OR 7.292 ACRES.

SURVEY DESCRIPTION FOR PARCEL "B"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE):
BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH LINE OF PROPERTY OF COLLINS ENTERPRISES, INC., N76°08'38"E 429.52' TO A 1" IRON PIPE FOUND; THENCE S03°12'19"E 84.85' TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY OF THE CITY OF GULFPORT; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S00°36'31"W 246.29' TO A 1/2" IRON ROD WITH CAP SET ON THE NORTH MARGIN OF THE C.S.X TRANSPORTATION RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTH MARGIN, S73°22'37"W 445.04' TO A 1/2" IRON ROD WITH CAP SET AT THE SOUTHEAST CORNER OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, N00°00'45"E 370.08' TO THE POINT OF BEGINNING, CONTAINING 149,007.28 SQUARE FEET OR 3.421 ACRES.

ZONING NOTE

SUBJECT PROPERTY IS ZONED "T4L", LIMITED COMMERCIAL ZONE, AND T4+, COMMERCIAL ZONE, AS PER THE CITY OF GULFPORT ZONING ORDINANCE MAP.

REVISED	
DRAWN BY	db3, drb
CHECKED	drb
DATE	03/10/26

SHEET TITLE: EXISTING TOPO

PROJECT NAME: MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 2 OF 14

PROJECT NO. 5thst.dwg

NOTES:

1.) FIELD SURVEY PEFORMED WITH A COMBINATION OF TOPCON GR3 GPS RECIEVER AND TOPCON GPT- 9005A ROBOTIC TOTAL STATION.

2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).

3.) ELEVATIONS SHOWN ARE BASED ON NAVD88.

4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.

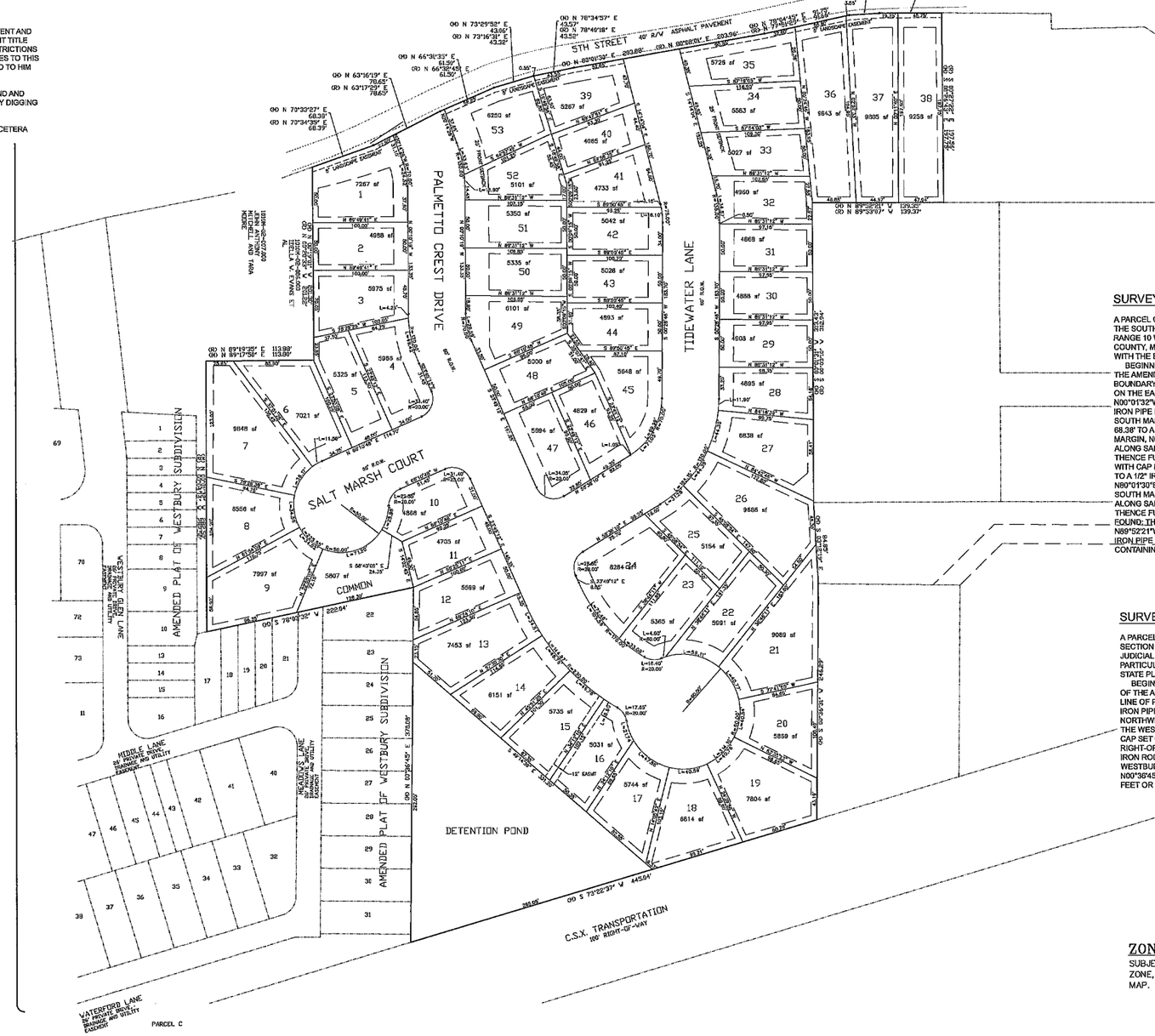
5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

60 0 60 120 180

Scale: 1" = 60'

NORTH



15' FRONT SETBACK

6' SIDE SETBACK

6' SIDE SETBACK

6' REAR SETBACK

TYPICAL LOT SETBACK

REFERENCE MATERIALS:

1.) CERTIFICATE OF RESUBDIVISION IN DEED 2006-10387-D-J1
2.) DEED BOOK 452, PAGE 27
3.) RECORDED PLAT OF THE AMENDED PLAT OF WESTBURY SUBDIVISION
4.) HARRISON COUNTY TAX MAP 1010M
5.) GULFPORT ONLINE ATLAS

LEGEND:

- ⊠ --- IRON ROD FOUND
- ● --- IRON PIPE FOUND
- ○ --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ▣ --- CONCRETE MONUMENT FOUND
- □ --- CONCRETE MONUMENT SET
- ◇ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET

SURVEY DESCRIPTION FOR PARCEL "A"

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICUARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE):

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION, S78°03'32"W 222.04' TO A 1/2" IRON ROD SET ON THE EAST MARGIN OF NEAL STREET; THENCE ALONG SAID EAST MARGIN, N00°01'32"W 282.50' TO A 1/2" IRON ROD FOUND; THENCE N89°17'50"E 113.89' TO A 1" IRON PIPE FOUND; THENCE N00°19'01"W 201.30' TO A 1/2" IRON ROD FOUND ON THE SOUTH MARGIN OF 5TH STREET; THENCE ALONG SAID SOUTH MARGIN, N70°33'27"E 68.38' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N63°16'19"E 78.65' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N66°31'35"E 61.59' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N73°29'52"E 43.06' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°34'57"E 43.57' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N80°01'30"E 203.68' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°04'45"E 81.76' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N86°31'39"E 31.88' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'36"E 65.47' TO A 1/2" IRON ROD FOUND; THENCE S00°26'43"E 197.76' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE N89°52'21"W 139.35' TO A 1" IRON PIPE FOUND; THENCE S00°01'31"W 313.43' TO A 1/2" IRON PIPE FOUND; THENCE S76°08'38"W 429.52' TO THE POINT OF BEGINNING, CONTAINING 317,651.78 SQUARE FEET OR 7.292 ACRES.

SURVEY DESCRIPTION FOR PARCEL "B"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE):

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH LINE OF PROPERTY OF COLLINS ENTERPRISES, INC., N78°08'38"E 429.52' TO A 1" IRON PIPE FOUND; THENCE S03°12'19"E 84.85' TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY OF THE CITY OF GULFPORT; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S00°36'31"W 246.29' TO A 1/2" IRON ROD WITH CAP SET ON THE NORTH MARGIN OF THE C.S.X TRANSPORTATION RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTH MARGIN, S73°22'37"W 445.04' TO A 1/2" IRON ROD WITH CAP SET AT THE SOUTHEAST CORNER OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, N00°36'45"E 370.08' TO THE POINT OF BEGINNING, CONTAINING 149,007.28 SQUARE FEET OR 3.421 ACRES.

ZONING NOTE

SUBJECT PROPERTY IS ZONED "T4L", LIMITED COMMERCIAL ZONE, AS PER THE CITY OF GULFPORT ZONING ORDINANCE MAP.

REVISED

DRAWN BY db3, drb

CHECKED drb

DATE 03/10/26

SHEET TITLE: LOT LAYOUT

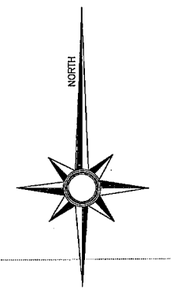
PROJECT NAME: MAGNOLIA RESERVE SUBDIVISION

ENGINEERING SERVICES, LLC
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

SHEET 3 OF 14

PROJECT NO. 5thst.dwg





GENERAL NOTES

1.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO COMMENCEMENT OF WORK.

2.) A 10' EASEMENT SHALL BE LOCATED ALONG BOTH SIDES OF ALL RIGHT-OF-WAYS.

3.) ALL UNSUITABLE MATERIAL LOCATED UNDER ROAD BASE SHALL BE MUCKED OUT TO A MINIMUM DEPTH OF 24" OR TO STABLE SUBBASE. BACKFILL WITH SANDY NATIVE MATERIAL AND COMPACT TO 95% STANDARD PROCTOR DENSITY IN 6" LIFTS.

4) DITCHES SHALL NOT BE EXCAVATED IN WETLANDS UNLESS SHOWN OTHERWISE ON THIS DRAINAGE PLAN. ONLY THOSE AREAS SHOWN HEREON HAVE BEEN PROPERLY PERMITTED.

5.) A 5' WIDE SWALE DRAINAGE EASEMENT WILL BE RESERVED ALONG SIDE LOT LINES WITH 14' BUILDING SETBACKS.

6.) 4" SOCK PIPE SHALL BE PLACED AT BACK OF CURB WITH PEA GRAVEL FILL AS REQUIRED UPON ENCOUNTERING GROUNDWATER.

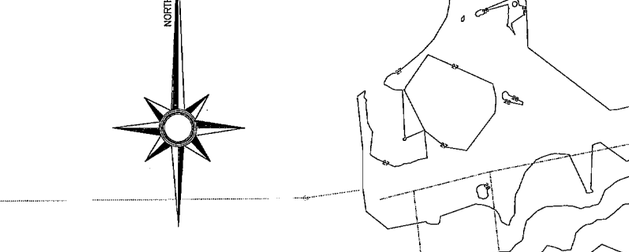
7.) ADA RAMPS SHALL BE INSTALLED AT INTERSECTIONS FOR SIDEWALK ACCESS.

8.) ALL TRAFFIC SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE IN SIZE, SHAPE AND DESIGN IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

9.) ALL EASEMENTS SHALL BE FOR UTILITY, DRAINAGE, AND ACCESS PURPOSES UNLESS NOTED OTHERWISE.

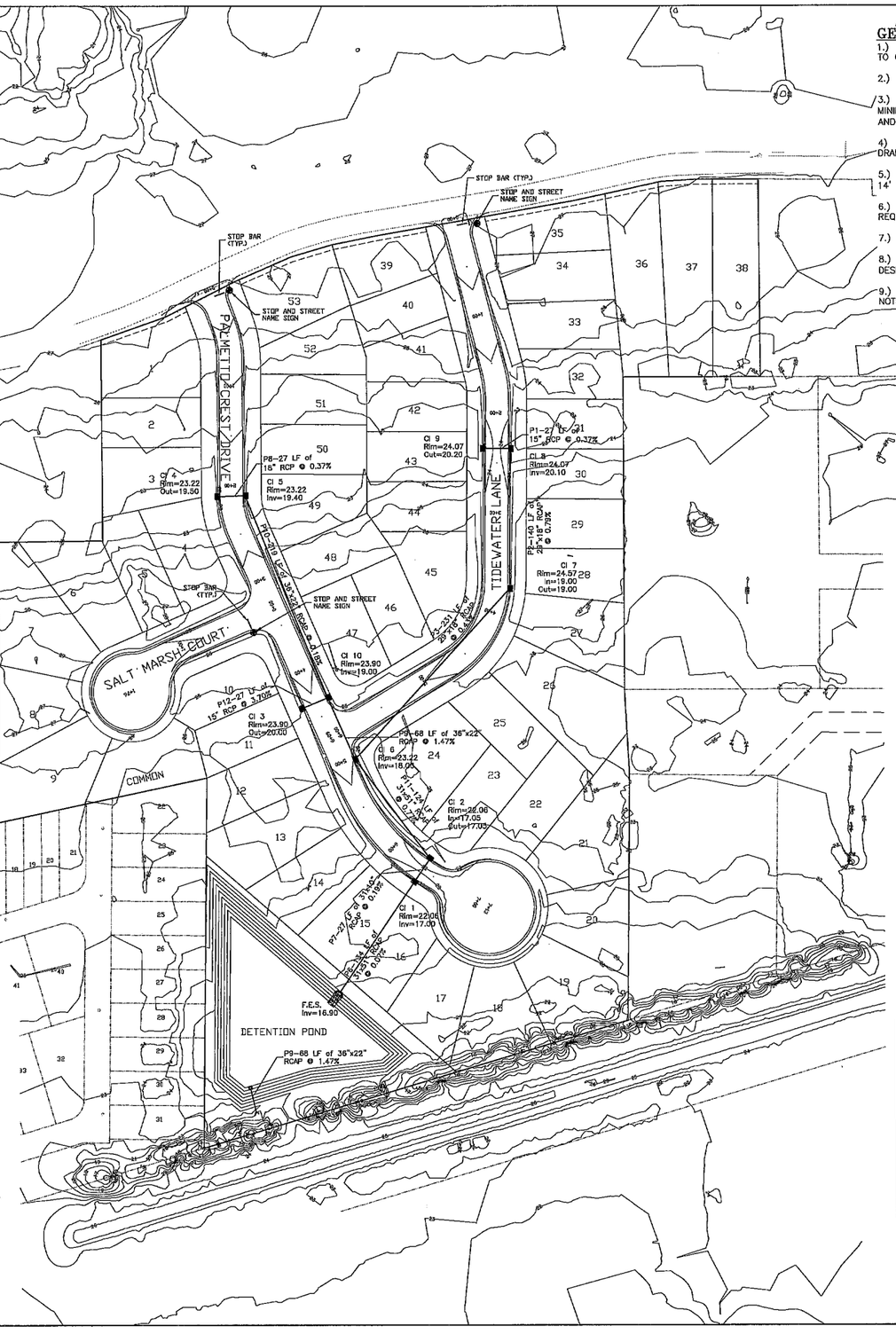
DRAINAGE LEGEND

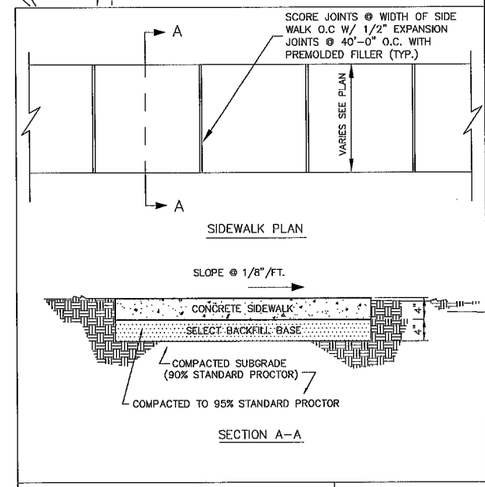
- CURB INLET
- FLARED END SECTION
- SWALE/DITCH/GUTTER FLOW
- RIP-RAP EROSION CONTROL
- STORM DRAIN PIPE



TYPICAL ROAD SECTION

N.T.S.

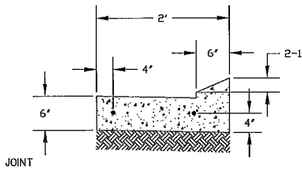




SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport ENGINEERING
ENGINEERING & PUBLIC WORKS DEPARTMENT
4205 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5805 FAX: 228-868-5811



NOTE :

PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTCURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport ENGINEERING
ENGINEERING & PUBLIC WORKS DEPARTMENT
4205 HEWES AVENUE, GULFPORT, MS 39507
PH: 228-868-5805 FAX: 228-868-5811

REVISED
DRAWN BY db3, drb
CHECKED crb
DATE 03/10/26

SHEET TITLE
ROAD & DRAINAGE PLAN

PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 4 OF 14

PROJECT NO. 5thst.dwg

60 0 60 120 180

Scale: 1" = 60'

NORTH

PALMETTO CREST DRIVE

TIDEWATER LANE

SALT MARSH COURT

COMMON

DETENTION POND

PARCEL C

STREET LIGHT (TYP.)

SIDEWALK (TYP.)

ADA RAMP (TYP.)

REVISED	
DRAWN BY	db3, drb
CHECKED	drb
DATE	03/10/26

SHEET TITLE
SIDEWALK AND STREET LIGHT PLAN

PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

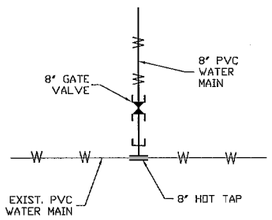
ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 5 OF 14

PROJECT NO. 5thst.dwg

UTILITY LEGEND

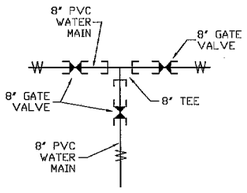
WATER MAIN — W —
SEWER MAIN ——
FIRE HYDRANT
SINGLE WATER SERVICE — WS
DOUBLE WATER SERVICE — WS
SINGLE SEWER SERVICE — SS
DOUBLE SEWER SERVICE — SS
SEWER MANHOLE
FLUSH VALVE



NOTE:
CONTRACTOR SHALL VERIFY EXISTING LAYOUT AND COORDINATE WITH THE CITY OF GULFPORT FOR TIE-IN.

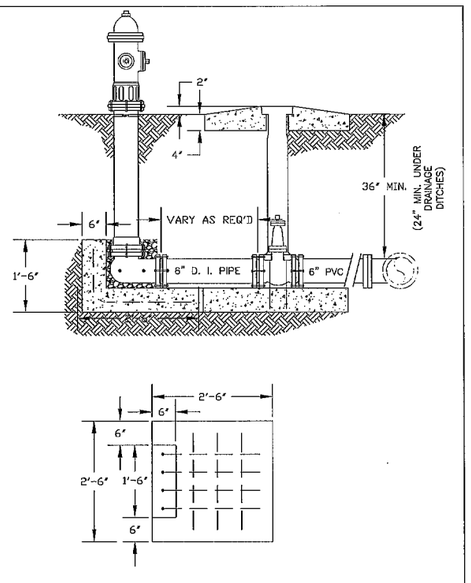
WATER TIE-IN DETAIL

N.T.S.



WATER DETAIL "A"

N.T.S.

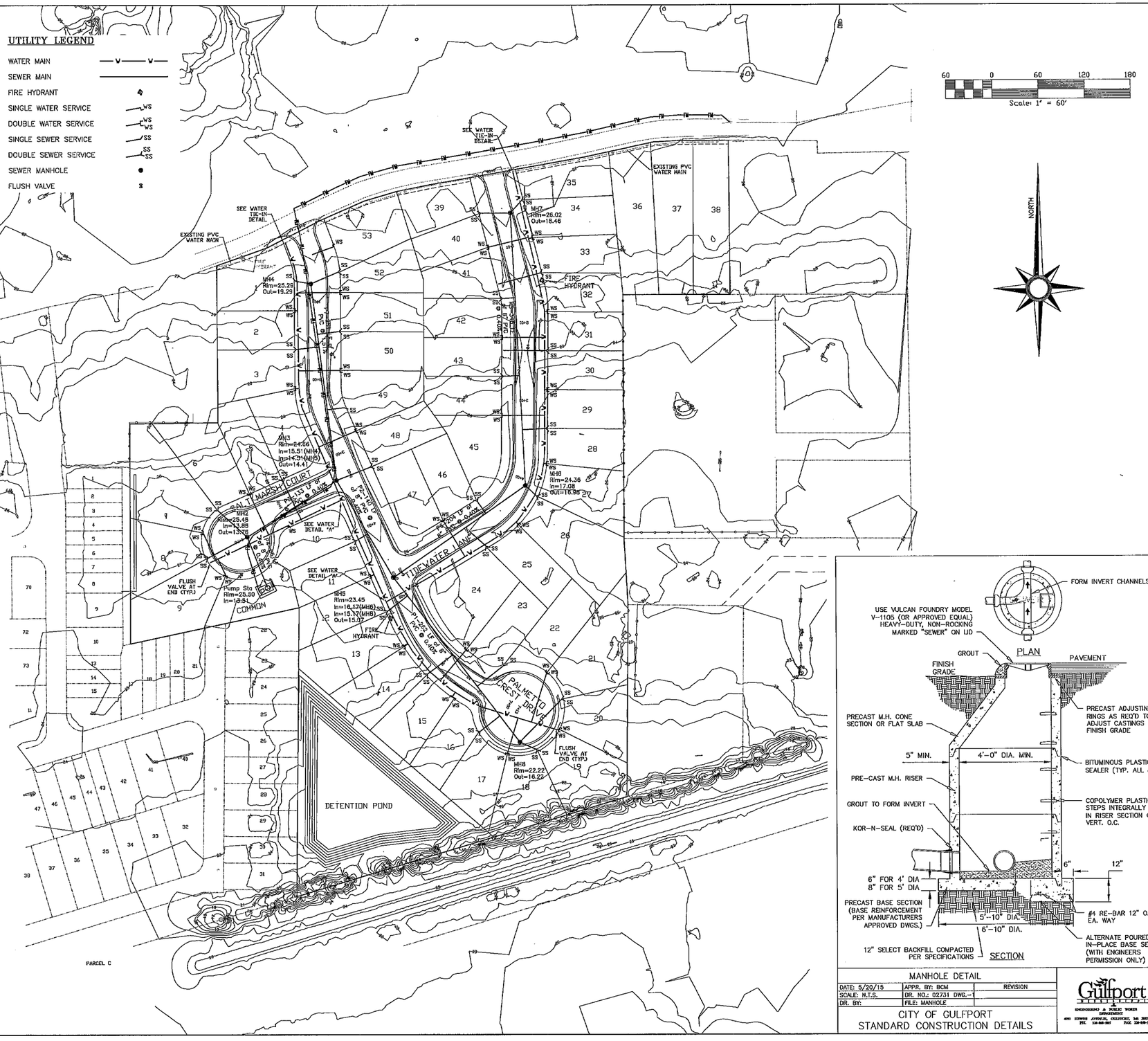


FIRE HYDRANT ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02684	
DR. BY:	FILE: FIERHYD	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4034 TENTH AVENUE, GULFPORT, MS 39501
PH: 228-868-5810 FAX: 228-868-5822



MANHOLE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731 DWG.-	
DR. BY:	FILE: MANHOLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4034 TENTH AVENUE, GULFPORT, MS 39501
PH: 228-868-5810 FAX: 228-868-5822

REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE: UTILITY PLAN

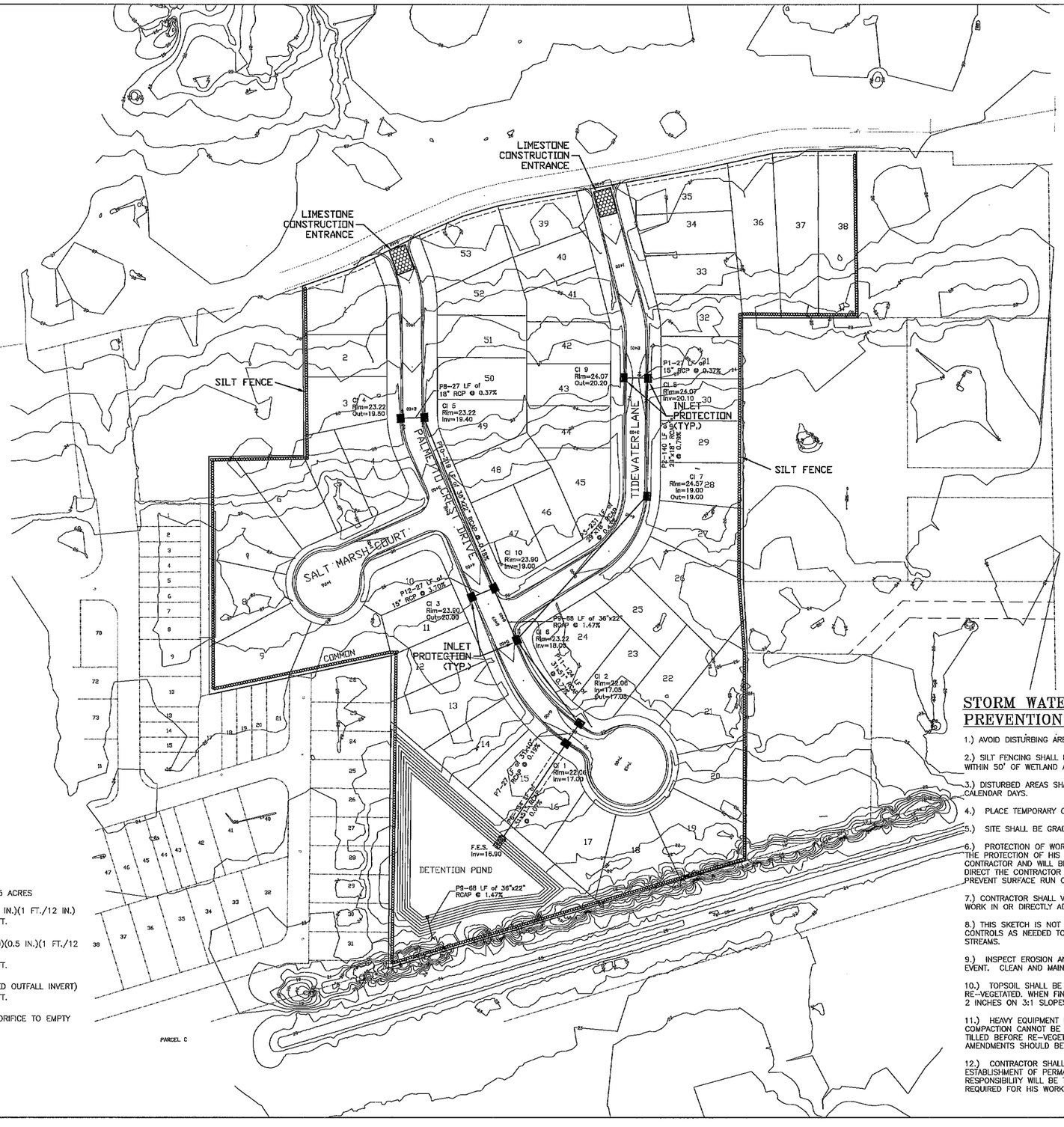
PROJECT NAME: MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 6 OF 14

PROJECT NO. 5that.dwg



60 0 60 120 180

Scale: 1" = 60'

NORTH

DRAINAGE LEGEND

- SINGLE LAYER SILT FENCE
- DOUBLE LAYER SILT FENCE
- SILT FENCE SWALE PROTECTION
- INLET PROTECTION

DETENTION DATA:

IMPERVIOUS AREA:

HOMES = 106,000 SQ. FT.
DRIVES = 21,200 SQ. FT.
SIDEWALKS = 7,500 SQ. FT.
ROADS = 50,558 SQ. FT.

TOTAL IMPERVIOUS AREA = 185,258 SQ. FT. = 4.25 ACRES

DETENTION REQUIRED (IMPERVIOUS AREA) = (185,258)(1.5 IN.)(1 FT./12 IN.) = 23,157 CU. FT.

DETENTION REQUIRED (FIRST ½ INCH) = 9.67 acres(43,560)(0.5 IN.)(1 FT./12 IN.) = 17,549 CU. FT.

STORMWATER DETENTION PROVIDED (18" ABOVE CONTROLLED OUTFALL INVERT) = 31,553 CU. FT.

POND REQUIRES A 4" FAIRCLOTH SKIMMER WITH AN 80% ORIFICE TO EMPTY 1/2 OF THE REQUIRED VOLUME IN 24 HOURS.

STORM WATER POLLUTION PREVENTION NOTES:

1.) AVOID DISTURBING AREA UPSLOPE OF WETLANDS OR DRAINS.

2.) SILT FENCING SHALL BE INSTALLED ALONG BOUNDARIES OF DISTURBED AREAS WITHIN 50' OF WETLAND AREAS.

3.) DISTURBED AREAS SHALL BE FERTILIZED, SEEDED, AND MULCHED WITHIN SEVEN CALENDAR DAYS.

4.) PLACE TEMPORARY CONSTRUCTION ENTRANCE AT SITE ACCESS POINTS.

5.) SITE SHALL BE GRADED TO PROMOTE POSITIVE DRAINAGE FLOW.

6.) PROTECTION OF WORK: THE CONTRACTOR IS TO BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN OFF FROM DAMAGING THE WORK.

7.) CONTRACTOR SHALL VERIFY THE RECEIPT OF A WETLAND FILL PERMIT BEFORE ANY WORK IN OR DIRECTLY ADJACENT TO WETLAND AREAS.

8.) THIS SKETCH IS NOT INCLUSIVE AND THE CONTRACTOR SHALL IMPLEMENT CONTROLS AS NEEDED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS.

9.) INSPECT EROSION AND SEDIMENT CONTROLS WEEKLY AND AFTER EACH RAIN EVENT. CLEAN AND MAINTAIN EROSION CONTROLS AS REQUIRED.

10.) TOPSOIL SHALL BE STOCKPILED AND USED IN AREAS THAT WILL BE RE-VEGETATED. WHEN FINAL GRADE IS REACHED, DISTRIBUTE TO A MINIMUM DEPTH OF 2 INCHES ON 3:1 SLOPES AND 4 INCHES ON FLATTER SLOPES.

11.) HEAVY EQUIPMENT USE IN AREAS TO BE RE-VEGETATED SHALL BE AVOIDED. IF COMPACTION CANNOT BE AVOIDED, THE TOP 4 INCHES OF THE SOIL BED SHOULD BE TILLED BEFORE RE-VEGETATION. ANY NECESSARY FERTILIZER OR OTHER SOIL AMENDMENTS SHOULD BE ADDED DURING THE TILLING PROCESS.

12.) CONTRACTOR SHALL REMOVE TEMPORARY SWPPP MEASURES UPON ESTABLISHMENT OF PERMANENT CONTROLS SUCH AS A HEALTHY STAND OF GRASS. RESPONSIBILITY WILL BE TRANSFERED TO BUILDING CONTRACTOR FOR THOSE AREAS REQUIRED FOR HIS WORK UPON ACCEPTANCE BY ENGINEER.

REVISED
DRAWN BY dbs3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE
STORMWATER POLLUTION PREVENTION PLAN

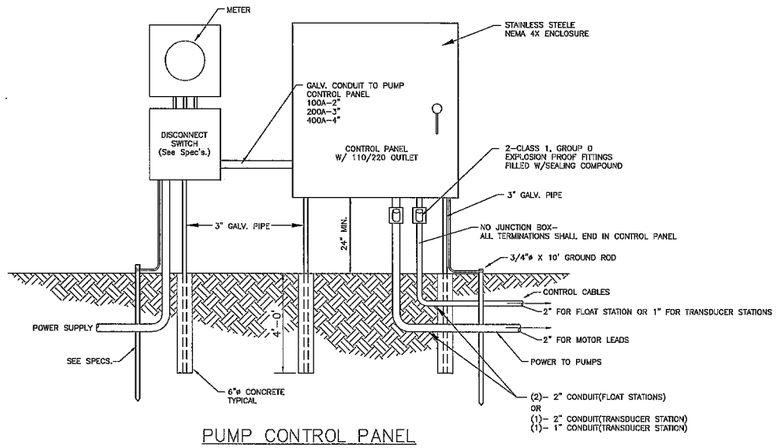
PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

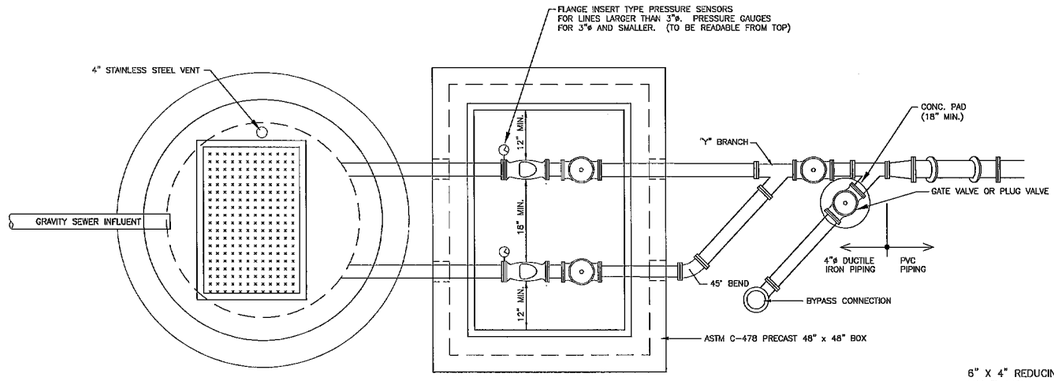
SHEET 7 OF 14

PROJECT NO.
5thst.dwg

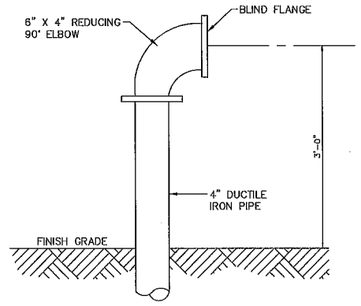


PUMP CONTROL PANEL MOUNTING DETAIL

N.T.S.

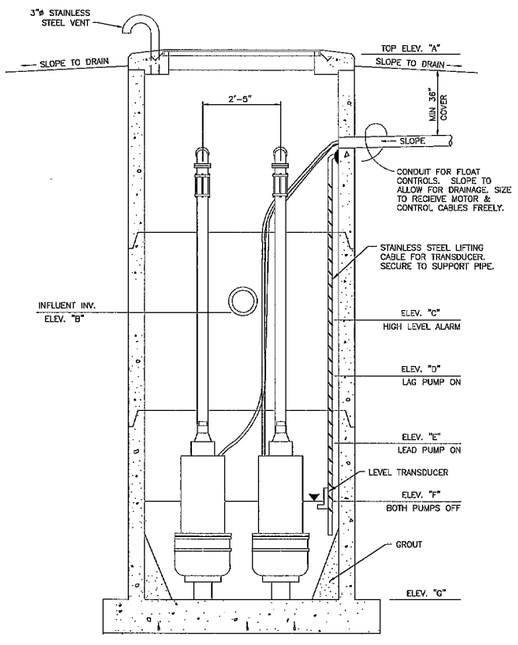


PLAN VIEW



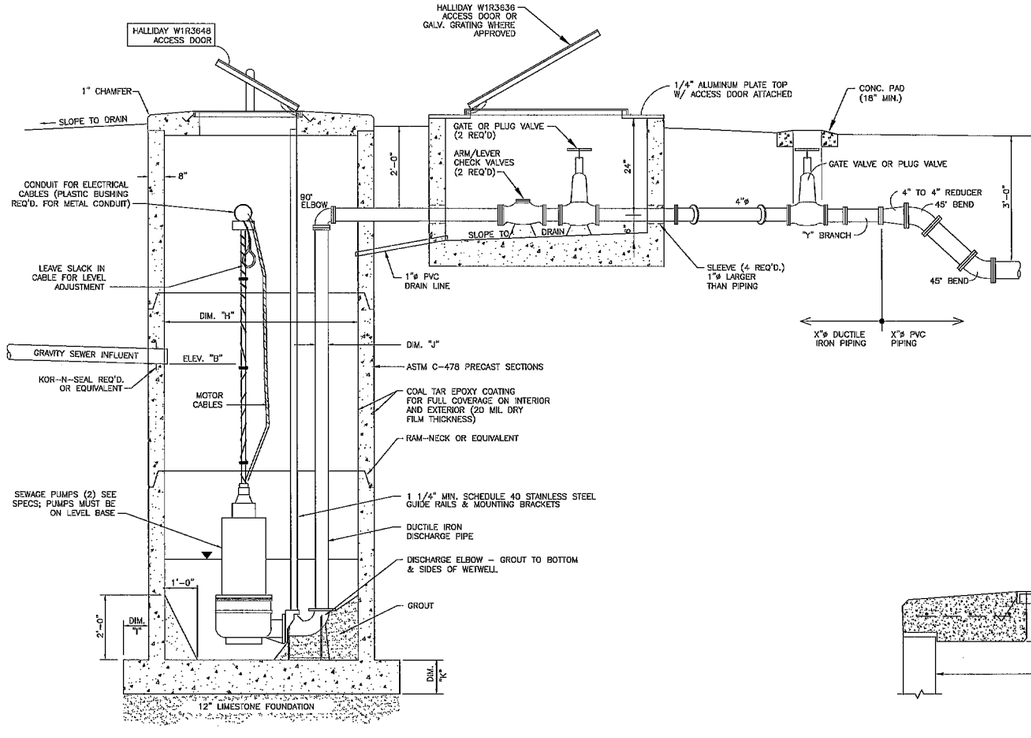
BYPASS DETAIL

N.T.S.



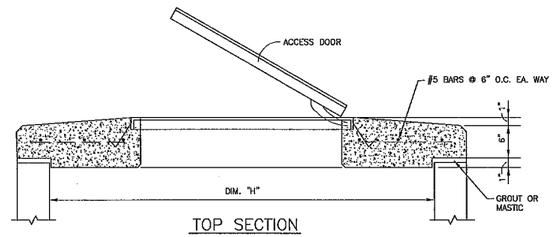
SECTION

SCALE: 1/2" = 1'-0"



SECTION

NOTE: PUMPS SHALL BE CAPABLE OF BEING REMOVED WITHOUT CONFINED SPACE ENTRY WITH THE USE OF GUIDE RAILS.



TOP SECTION

LIFT STATION DATA

PUMP STA. NO.	CAP. G.P.M.	HEAD COND. (FT)			PUMP DATA								FLOAT CONT CABLE LENGTH	FORCE MAIN			ELEVATIONS							DIMENSIONS			
		STATIC	FRICT.	T.D.H.	NO. REQ'D	** MODEL	TYPE	MIN. H.P.	MAX. R.P.M.	SIZE IMP.	SIZE DISCH	ELEC. SERV.		LENGTH	SIZE	MAT'L	A	B	C	D	E	F	G	H	I	J	K
1	45	10.5	1.7	12.2	2	MYERS	4V	1	1150	6.25	4	240V 3 PH.	*	1143	4"	PVC	25.50	13.51	13.25	13.00	12.50	11.50	9.00	6'	2.5'	4"	8"
																	12" LIMESTONE FOUNDATION										

*CONTRACTOR VERIFY EXACT CABLE LENGTH REQUIRED-- COULD VARY DEPENDING ON HOW CONTRACTOR INSTALLS UNDERGROUND CONDUIT

** OR APPROVED EQUAL

PUMP STATION & DETAILS				
DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02732-A	NOTES	1/24/07	SAS
DR. BY:	FILE: PUMPSTAT			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport ENGINEERING
ENGINEERING & PLANNING DEPARTMENT
4604 TENTH AVENUE, GULFPORT, MS 39507
PH. 228-868-5807 FAX 228-868-5820

REVISED

DRAWN BY db3, drb

CHECKED drb

DATE 03/10/26

SHEET TITLE
SEWER PUMP STATION DETAILS

PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 8 OF 14

PROJECT NO. 5thst.dwg

REVISED

DRAWN BY db3, drb

CHECKED drb

DATE 03/10/26

SHEET TITLE
PALMETTO CREST & SALT MARSH PLAN/PROFILE

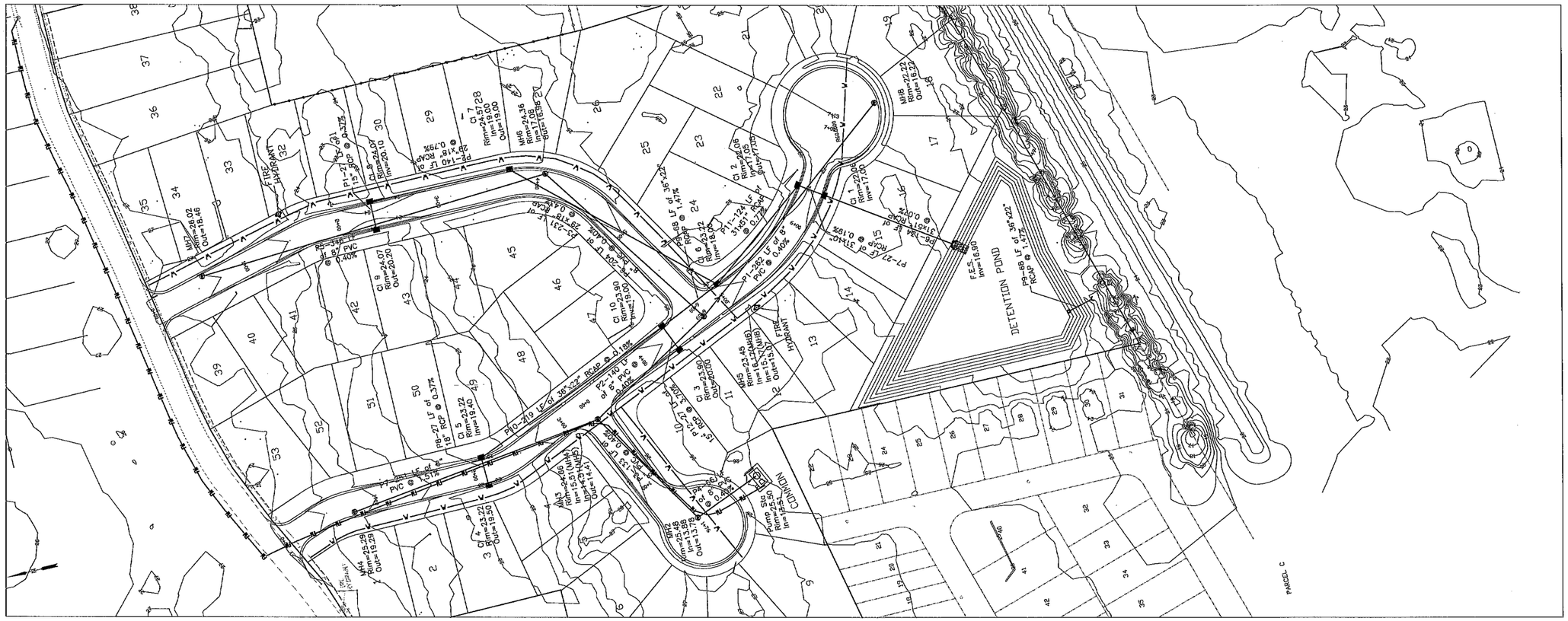
PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

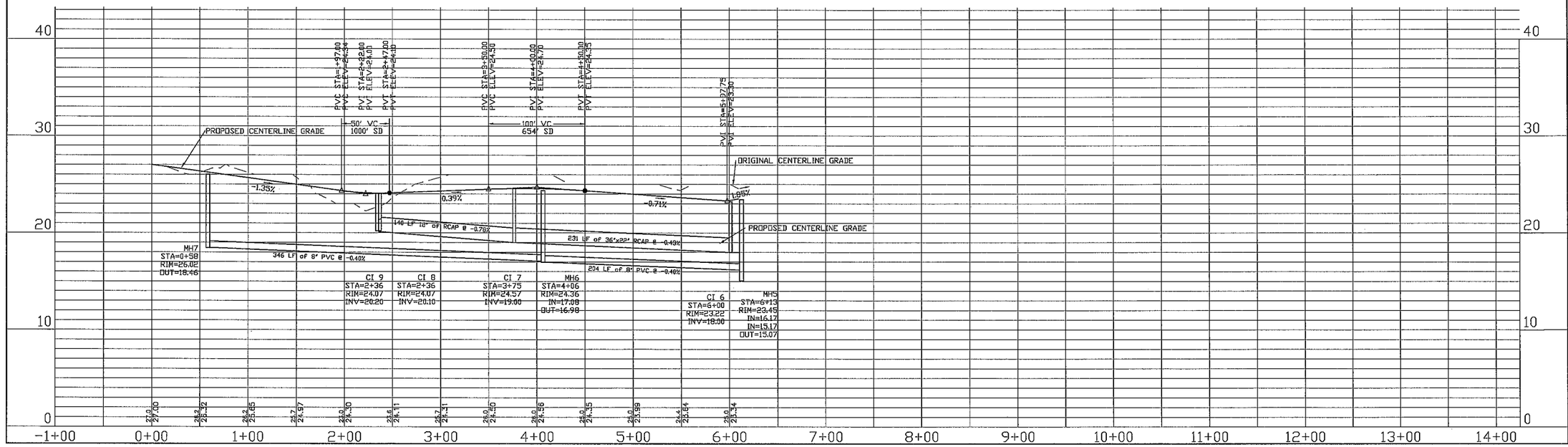
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 396-2884

ENGINEERING SERVICES, LLC.
Consulting Engineers

SHEET 9 OF 14

PROJECT NO. 5thst.dwg





REVISED	
DRAWN BY	db3, drb
CHECKED	drb
DATE	03/10/26

SHEET TITLE
TIDEWATER PLAN/PROFILE

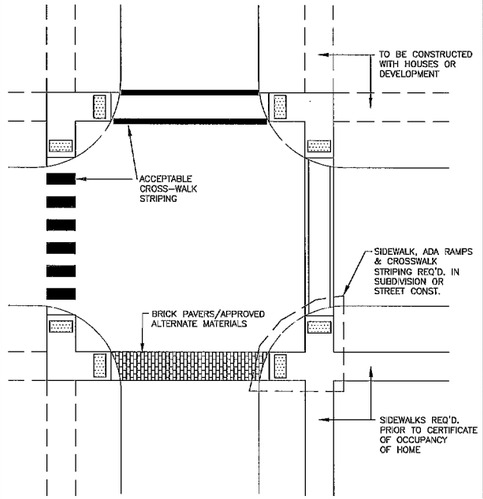
PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 396-2684

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET
10
OF 14

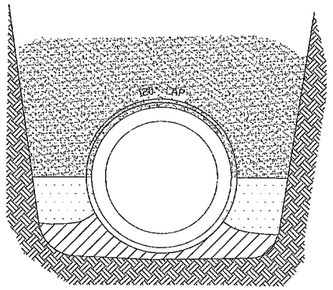
PROJECT NO.
5that.dwg



INTERSECTION CROSSWALK & RAMP DETAIL

DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: ING INTERSECTION.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

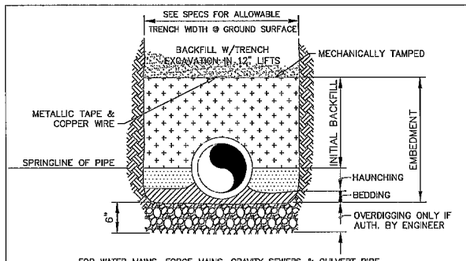


STORM DRAIN PIPE WRAP

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

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

ALL FLEXIBLE PIPE BEDDING MATERIAL SHALL BE EQUAL TO CLASSES I, II, OR III IN ACCORDANCE WITH ASTM D2321.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

GENERAL NOTES:

1.) CONTRACTOR IS RESPONSIBLE FOR MAKING APPLICATION AND PAYING FOR NECESSARY PERMITS.

2.) THE CONTRACTOR IS TO PREVENT THE DESTRUCTION OF ALL SURVEY MONUMENTS, BENCH MARKS, PROPERTY CORNERS, AND ALL OTHER SURVEY POINTS.

3.) ALL BOULDERS, DEBRIS, EXCESS CONSTRUCTION MATERIALS, MATERIALS GENERATED FROM CONSTRUCTION ARE TO BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE.

4.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO ANY EXCAVATION.

5.) THE STORM DRAINAGE SYSTEM FOR THIS SITE HAS BEEN DESIGNED FOR A 25 YEAR STORM EVENT IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF GULFPORT.

6.) ALL DITCHES SHALL HAVE A MINIMUM SLOPE OF 0.25%.

7.) ALL FLEXIBLE PIPE BEDDING MATERIAL SHALL BE EQUAL TO CLASSES I, II, OR III IN ACCORDANCE WITH ASTM D2321.

EARTHWORK

1.) PROTECTION OF WORK: THE CONTRACTOR IS TO BE SOLELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. SUCH GRADING IS THE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE AT NO ADDITIONAL COST TO THE OWNER. THE OWNER MAY DIRECT THE CONTRACTOR TO PERFORM NECESSARY GRADING AND DRAINAGE TO PREVENT SURFACE RUN OFF FROM DAMAGING THE WORK.

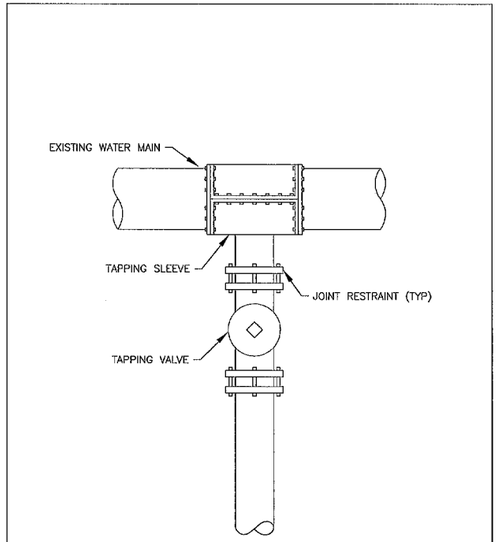
2.) CONTRACTOR SHALL BE REQUIRED TO INSTALL SILT FENCES, HAY BALES, ETC., TO PREVENT EROSION OF DISTURBED EARTH AND FILL AREAS. SILT FENCES SHALL BE REQUIRED, IF NECESSARY, TO PREVENT LOOSE DIRT FROM WASHING ONTO STREETS AND ADJACENT PROPERTY. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL UNTIL FINAL INSPECTION.

PAVEMENT CONSTRUCTION

1.) THE SITE SHALL BE CLEARED AND ALL UNSUITABLE MATERIAL REMOVED PRIOR TO PLACING AND COMPACTING EMBANKMENTS.

2.) ALL EXCESS SOILS SHALL BE DISTRIBUTED EVENLY ON ADJACENT LOTS BY THE CONTRACTOR.

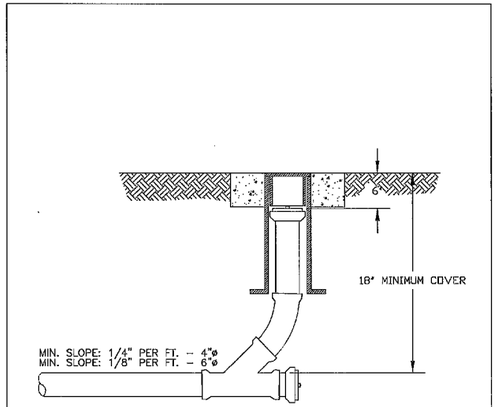
3.) NO PASSING SIGNS OR DOUBLE CENTERLINE STRIPING REQUIRED THROUGHOUT.



TAPPING VALVE & SLEEVE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

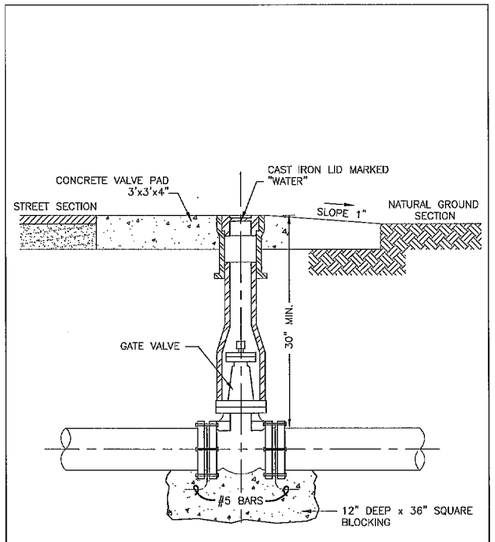


NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

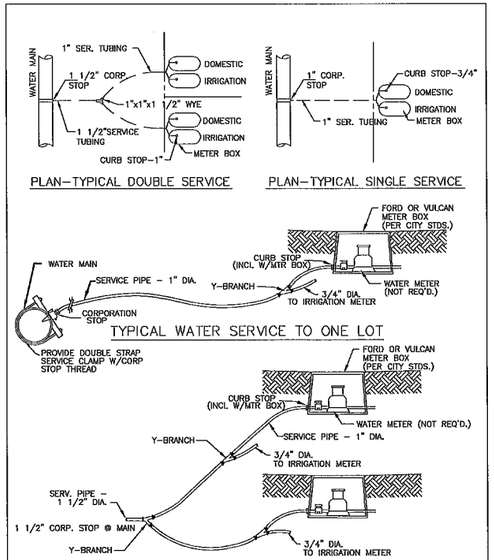
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL GATE VALVE ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL WATER SERVICES

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02661	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE
CONSTRUCTION DETAILS

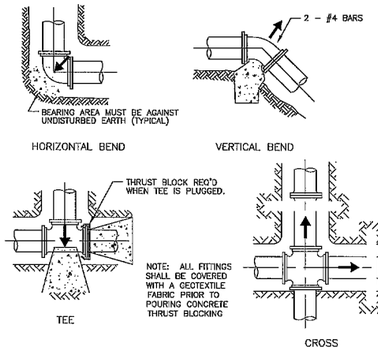
PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET
11
OF 14

PROJECT NO.
5thst.dwg

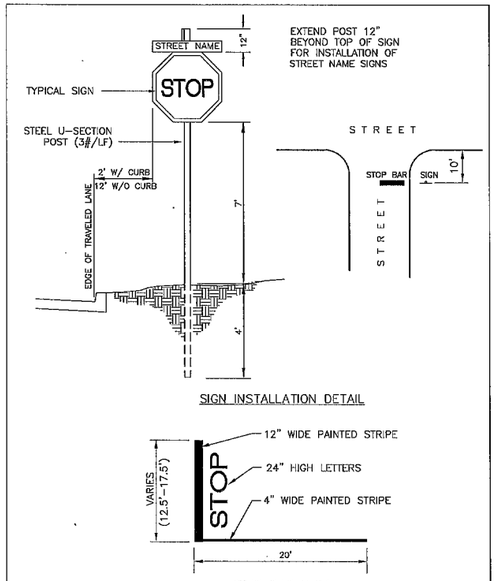


BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

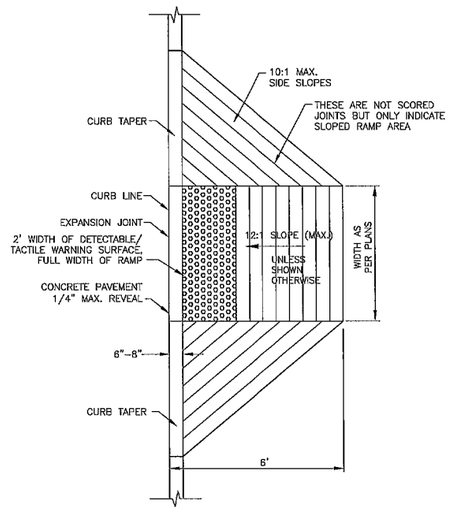


SIGN INSTALLATION DETAIL

STOP BAR DETAIL

STOP SIGN & BAR DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585	
DR. BY:	FILE: STOPSIGN	

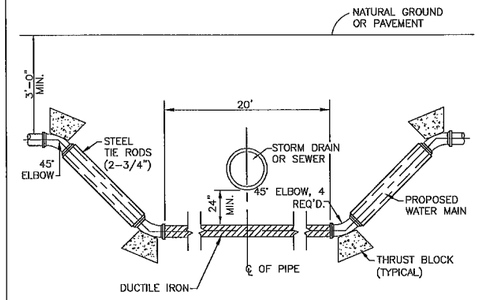
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



PLAN VIEW

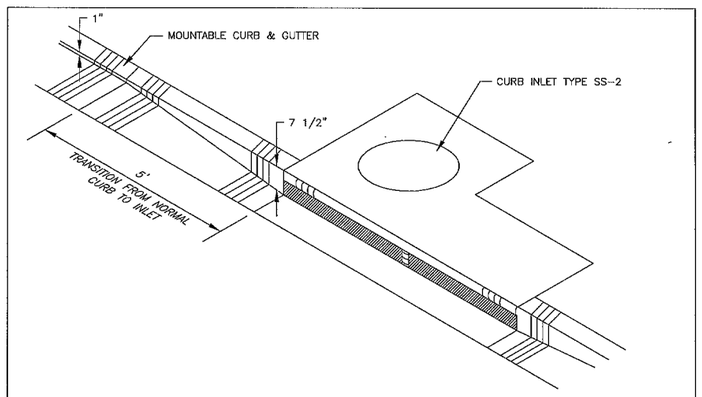
HANDICAP RAMP W/TACTILE WARNING SURFACE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: HCRAMPDOME	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



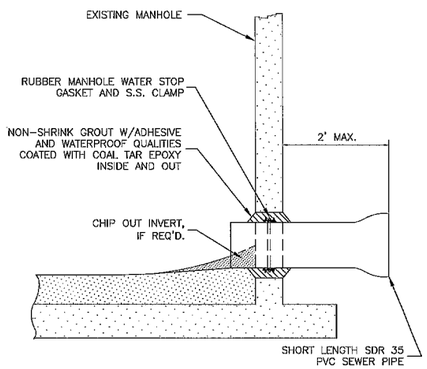
WATER MAIN ADJUSTMENT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: WTRADJUST	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



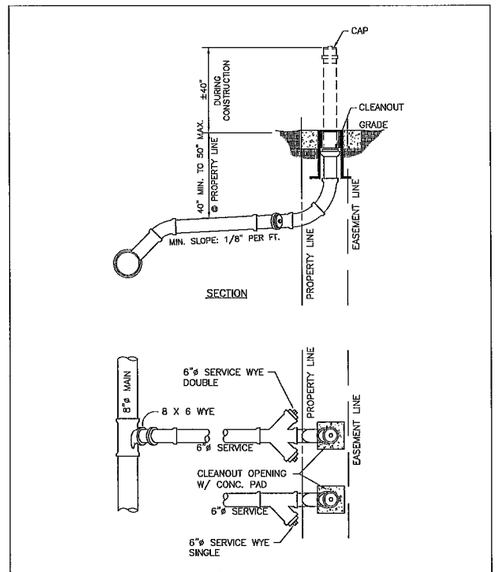
THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)		
DATE:5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY:SJ	FILE: MCTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE: CUT OR NEATLY BREAK HOLE THRU MANHOLE WALL

CONNECT SERVICE TO EXISTING MANHOLE
N.T.S.



TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

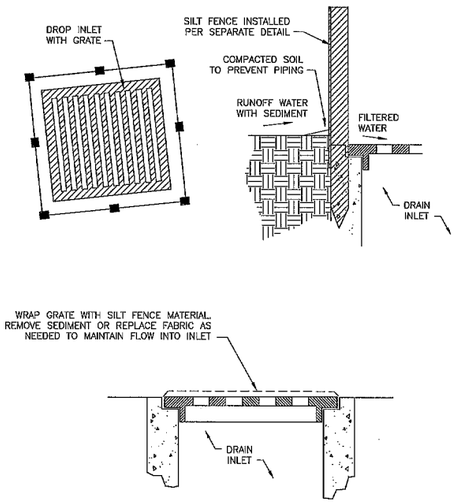
REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

ENGINEERING SERVICES, LLC
Consulting Engineers
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

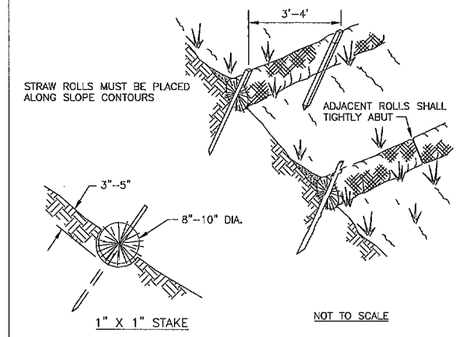
SHEET 12 OF 14
PROJECT NO. 5that.dwg



STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

ENGINEERING & PUBLIC WORKS DEPARTMENT
400 IRENE AVENUE, GULFPORT, MS 39507
PH. 228-868-5811 FAX. 228-868-5821

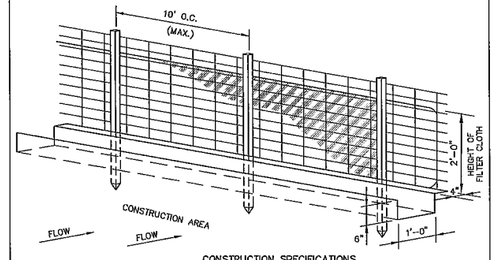


NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295-B	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

ENGINEERING & PUBLIC WORKS DEPARTMENT
400 IRENE AVENUE, GULFPORT, MS 39507
PH. 228-868-5811 FAX. 228-868-5821



CONSTRUCTION SPECIFICATIONS

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

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

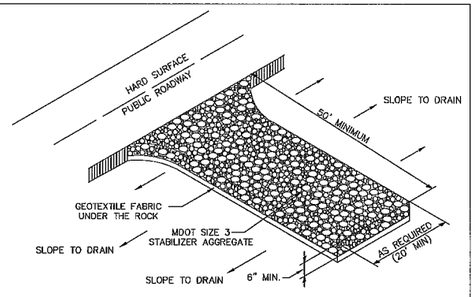
SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

ENGINEERING & PUBLIC WORKS DEPARTMENT
400 IRENE AVENUE, GULFPORT, MS 39507
PH. 228-868-5811 FAX. 228-868-5821

NOTES:

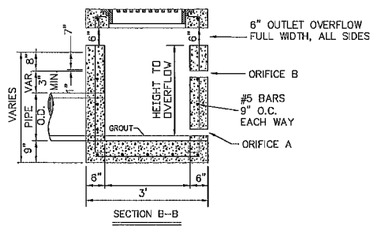
1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT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



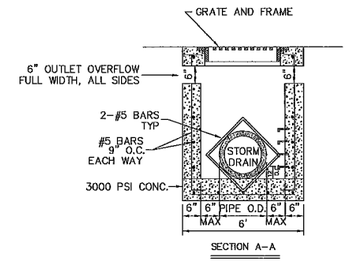
LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

ENGINEERING & PUBLIC WORKS DEPARTMENT
400 IRENE AVENUE, GULFPORT, MS 39507
PH. 228-868-5811 FAX. 228-868-5821



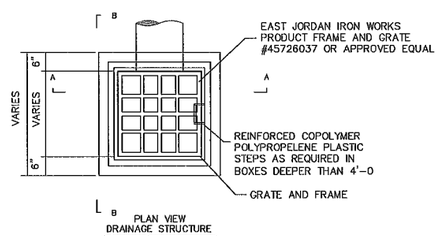
SECTION B-B



SECTION A-A

DETENTION POND	TOP ELEVATION	BOTTOM ELEVTION	ORIFICE A *		ORIFICE B		HEIGHT TO OVERFLOW
			DIAMETER	INVERT	DIMENSION	INVERT	
	21.00	16.50	28"	16.50	NOT REQUIRED		3.50'

NOTE: DURING CONSTRUCTION INSTALL A FAIRCLOTH SKIMMER IN POND.



PLAN VIEW
DRAINAGE STRUCTURE

DETENTION POND CONTROLLED OUTLET

N.T.S.

REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE
CONSTRUCTION DETAILS

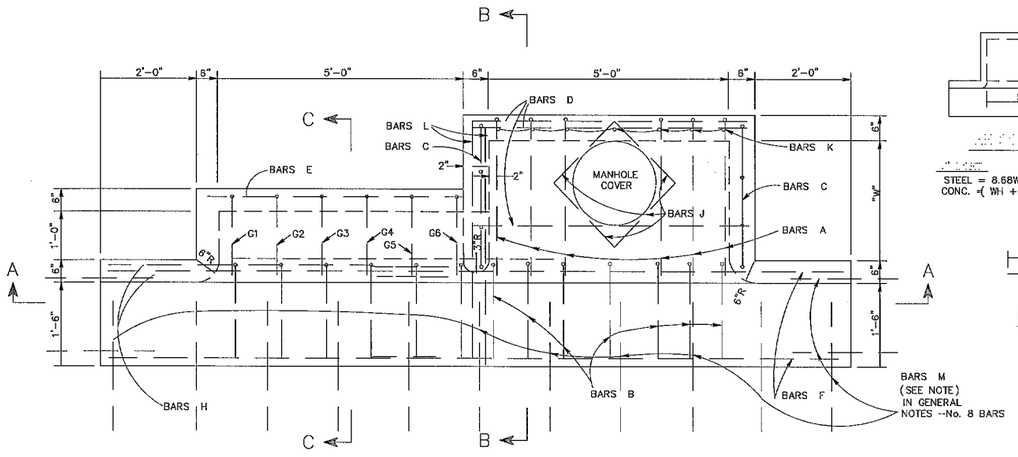
PROJECT NAME
MAGNOLIA RESERVE SUBDIVISION

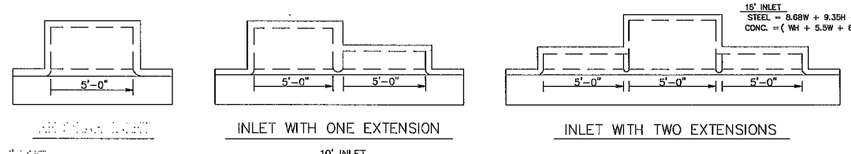
17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET 13 OF 14

PROJECT NO. 5thst.dwg





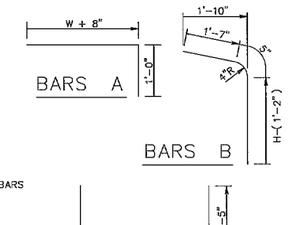
STEEL = 8.68W + 9.35H + 3.79W^{1} + 7.57H^{1} + 121
CONC. = (WH + 5.5W + 6H + 14.611) / 27

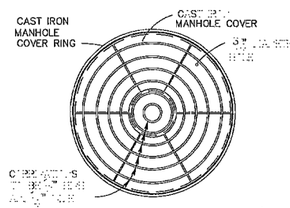
10' INLET
STEEL = 8.68W + 9.35H + 3.79W^{1} + 7.57H^{1} + 231
CONC. = (WH + 5.5W + 6H + 38.64) / 27

15' INLET
STEEL = 8.68W + 9.35H + 3.79W^{1} + 7.57H^{1} + 341
CONC. = (WH + 5.5W + 6H + 82.671) / 27

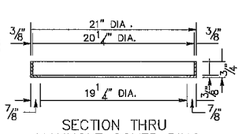
NOTE:
1. W AND H ARE EXPRESSED IN FEET AND FRACTIONS OF FEET
2. W = W ROUNDED TO THE NEAREST WHOLE FOOT.
3. H = H-1.58 ROUNDED OFF TO THE NEAREST WHOLE FOOT.
4. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS ⚠1









21" DIA. OPENING FOR DEWS FOUNDRY
CATALOG NUMBER M.S.H.D. SS-2
MANHOLE RING & COVER WEIGHT = 79 LBS.

BILL OF REINFORCING STEEL W=2'-6" 1-5'-0" INLET ⚠1

"H"	BAR A #4 @ 9"		BAR C #4 @ 9" & #4 @ 12"		BAR D #4 @ 9" & #4 @ 12"		BAR F #6 @ 8"		BAR J #4 @ 5"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	LGTH.	WT.	NO.	LGTH.	WT.	LBS.	C.Y.
3'-0"	6	17	7	27	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
3'-6"	6	17	7	27	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-0"	6	17	7	27	12	45	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
4'-6"	6	17	7	27	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-0"	6	17	7	27	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
5'-6"	6	17	7	27	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-0"	6	17	7	27	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
6'-6"	6	17	7	27	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-0"	6	17	7	27	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

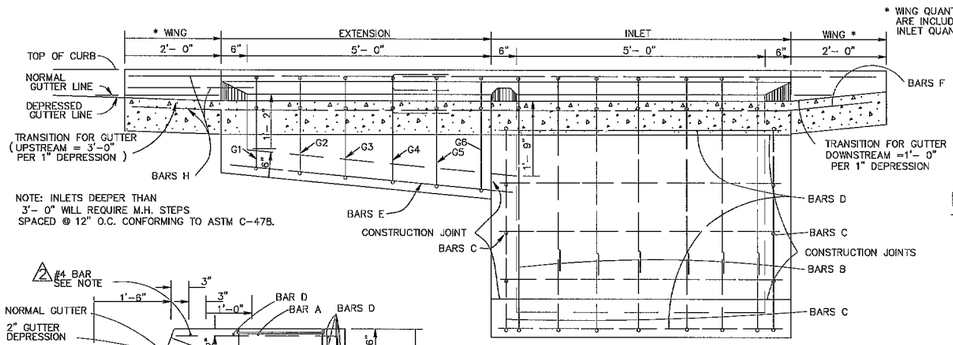
* WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 LBS. OF STEEL FOR BARS M

BILL OF REINFORCING STEEL W=3'-0" 1-5'-0" INLET ⚠1

"H"	BAR A #4 @ 9"		BAR C #4 @ 9" & #4 @ 12"		BAR D #4 @ 9" & #4 @ 12"		BAR F #6 @ 8"		BAR J #4 @ 5"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	LGTH.	WT.	NO.	LGTH.	WT.	LBS.	C.Y.
3'-0"	6	19	7	29	10	38	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
3'-6"	6	19	7	29	12	45	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-0"	6	19	7	29	12	45	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
4'-6"	6	19	7	29	14	53	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-0"	6	19	7	29	14	53	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
5'-6"	6	19	7	29	16	61	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-0"	6	19	7	29	16	61	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
6'-6"	6	19	7	29	18	68	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-0"	6	19	7	29	18	68	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

BILL OF REINFORCING STEEL W=3'-6" 1-5'-0" INLET ⚠1

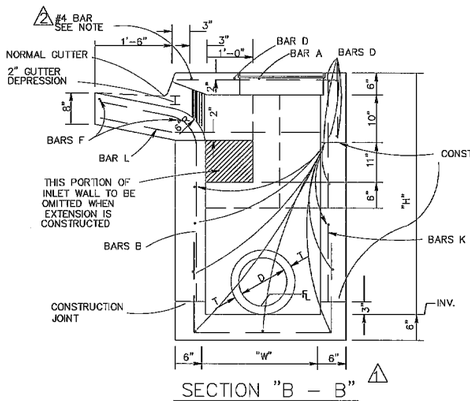
"H"	BAR A #4 @ 9"		BAR C #4 @ 9" & #4 @ 12"		BAR D #4 @ 9" & #4 @ 12"		BAR F #6 @ 8"		BAR J #4 @ 5"		BAR B #4 @ 9"			BAR K #4 @ 9"			*TOTAL STEEL	TOTAL CONC.
	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	WT.	NO.	LGTH.	WT.	NO.	LGTH.	WT.	LBS.	C.Y.
3'-0"	6	21	7	31	11	42	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
3'-6"	6	21	7	31	13	49	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-0"	6	21	7	31	13	49	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.68
4'-6"	6	21	7	31	15	57	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-0"	6	21	7	31	15	57	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
5'-6"	6	21	7	31	17	64	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-0"	6	21	7	31	17	64	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
6'-6"	6	21	7	31	19	72	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-0"	6	21	7	31	19	72	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

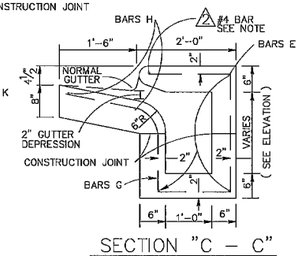


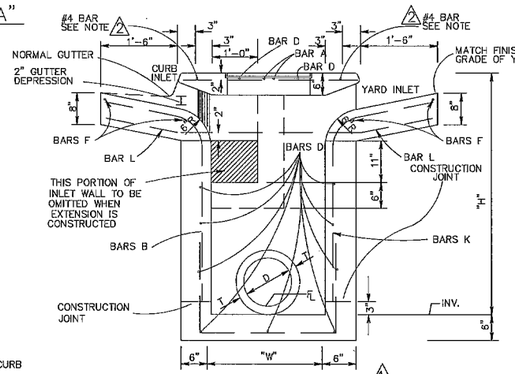
NOTE: INLETS DEEPER THAN 3'- 0" WILL REQUIRE M.H. STEPS SPACED @ 12" O.C. CONFORMING TO ASTM C-478.

* WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES

SECTIONAL ELEVATION "A-A"







INCREASE IN C.Y. PER FT. "H" ⚠1

"W" =	C.Y./FT.H
2'-6"	.315
3'-0"	.333
3'-6"	.352
4'-0"	.371
4'-6"	.389
5'-0"	.408
5'-6"	.426
6'-0"	.445
6'-6"	.463
7'-0"	.481

INCREASE PER FT. "W"

"H" =	C.Y./FT.W
3'-0"	.315
3'-6"	.333
4'-0"	.352
4'-6"	.370
5'-0"	.389
5'-6"	.408
6'-0"	.426
6'-6"	.445
7'-0"	.463
7'-6"	.482
8'-0"	.500

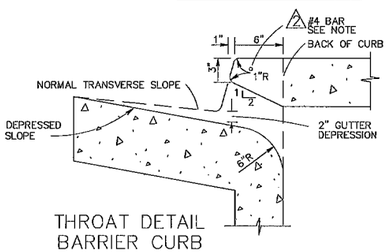
- GENERAL NOTES: WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT IS TO BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S) NO.8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THIS GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI STATE HIGHWAY DEPARTMENT SHALL APPLY TO ALL ITEMS ON THIS SHEET.
- THE QUANTITIES SHOWN/MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6" (INCHES), BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHENEVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
- NO ADDITIONAL QUANTITIES WILL BE ALLOWED FOR YARD INLET OPENING.

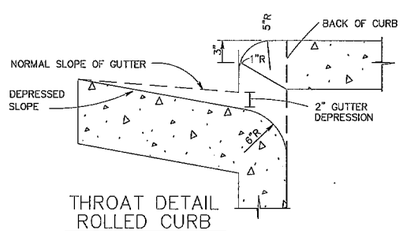
QUANTITIES FOR ONE EXTENSION

BAR	SIZE	LENGTH	SPACING	NUMBER	† WEIGHT
E	# 4	5'-8"	AS SHOWN	3	11
G	# 4	SEE SCHEDULE	11"	6	34
H	# 6	8'-9"	AS SHOWN	5	51
L	# 6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION 110 LBS.					
TOTAL CONC. FOR ONE EXTENSION 0.89 C.Y.					

† WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 LBS. OF STEEL FOR BARS M.

⚠2 The bars in the area of lip of curb inlet were changed from #6 to #4. #6 #6 bars are too large and cause problems. if equipment hits, it tears up the concrete. Also there were originally 3 bars in this spot which proved to be overdesigned.





STORM SEWER STRUCTURE TYPE SS-2

DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02721-B			
DR. BY:	DR. NO.: SS-2			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4605 THIRTEENTH AVENUE, GULFPORT, MS 39501
PH. 228-868-5801 FAX. 228-868-5851

REVISED
DRAWN BY db3, drb
CHECKED drb
DATE 03/10/26

SHEET TITLE
CONSTRUCTION DETAILS

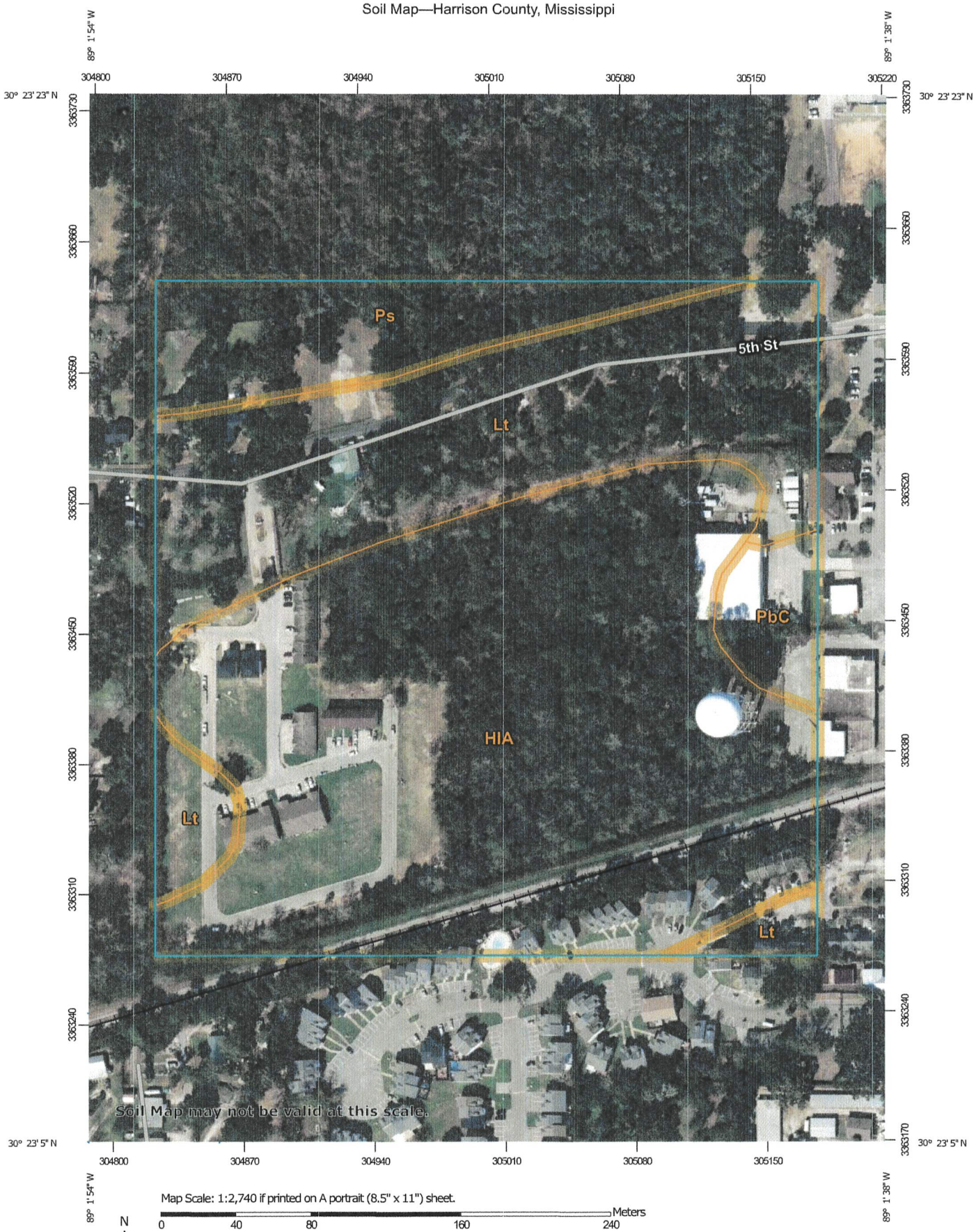
PROJECT NAME
MAGNOLIA RESERVE
SUBDIVISION

17381 South Carr Bridge Road
Biloxi, Mississippi 39532
(228) 297-1647

ENGINEERING SERVICES, LLC
Consulting Engineers

SHEET
14
OF 14
PROJECT NO.
Sthet.dwg

Soil Map—Harrison County, Mississippi



Map Scale: 1:2,740 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 22, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 13, 2023—Feb 19, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HlA	Harleston fine sandy loam, 0 to 2 percent slopes	18.0	56.6%
Lt	Latonia loamy sand	9.7	30.4%
PbC	Pactolus-Urban land complex, 0 to 8 percent slopes	1.0	3.2%
Ps	Ponzer and Smithton soils	3.1	9.8%
Totals for Area of Interest		**31.8**	**100.0%**

Harrison County, Mississippi

Lt—Latonia loamy sand

Map Unit Setting

National map unit symbol: c4xp
Elevation: 0 to 300 feet
Mean annual precipitation: 45 to 75 inches
Mean annual air temperature: 61 to 70 degrees F
Frost-free period: 200 to 350 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Latonia and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Latonia

Setting

Landform: Terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy over sandy alluvium deposits

Typical profile

H1 - 0 to 4 inches: loamy sand
H2 - 4 to 32 inches: sandy loam
H3 - 32 to 74 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: A
Hydric soil rating: No

Minor Components

Harleston

Percent of map unit: 4 percent
Landform: Stream terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Jena

Percent of map unit: 4 percent
Landform: Natural levees
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Eustis

Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Smithton

Percent of map unit: 3 percent
Landform: Terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 22, Sep 4, 2025

Harrison County, Mississippi

Lt—Latonia loamy sand

Map Unit Setting

National map unit symbol: c4xp
Elevation: 0 to 300 feet
Mean annual precipitation: 45 to 75 inches
Mean annual air temperature: 61 to 70 degrees F
Frost-free period: 200 to 350 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Latonia and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Latonia

Setting

Landform: Terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy over sandy alluvium deposits

Typical profile

H1 - 0 to 4 inches: loamy sand
H2 - 4 to 32 inches: sandy loam
H3 - 32 to 74 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: A
Hydric soil rating: No

Minor Components

Harleston

Percent of map unit: 4 percent
Landform: Stream terraces
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Jena

Percent of map unit: 4 percent
Landform: Natural levees
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Eustis

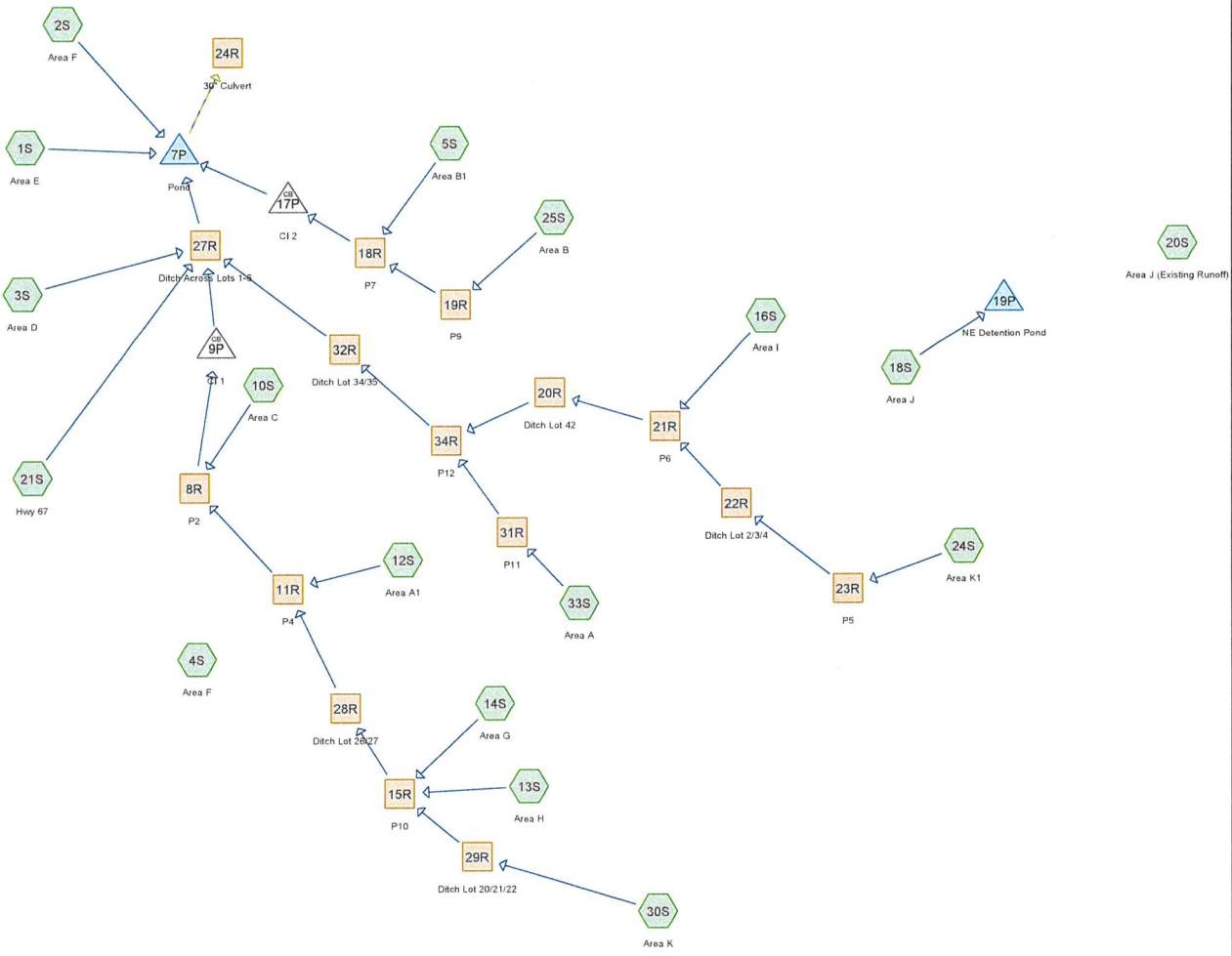
Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Smithton

Percent of map unit: 3 percent
Landform: Terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 22, Sep 4, 2025



Subcat Reach Pond Link

Routing Diagram for Dogwood Prop

Prepared by Daniel R Boudreaux, Jr PE, Inc, Printed 2/20/2026

HydroCAD® 10.20-5c s/n 13290 © 2023 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	10-yr	MS Gulf Coast	10-yr	Default	24.00	1	8.83	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
36.673	68	1 acre lots, 20% imp, HSG B (10S, 12S, 13S, 14S, 16S, 18S, 24S, 30S, 33S)
41.981	39	>75% Grass cover, Good, HSG A (1S, 2S, 3S, 4S, 5S, 21S, 25S)
6.043	58	Meadow, non-grazed, HSG B (20S)
84.697	**53**	**TOTAL AREA**

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Width (inches)	Diam/Height (inches)	Inside-Fill (inches)	Node Name
1	8R	142.00	134.50	299.0	0.0251	0.012	0.0	36.0	0.0	
2	11R	143.75	142.75	28.0	0.0357	0.022	43.8	26.6	0.0	
3	15R	148.25	147.75	32.0	0.0156	0.012	36.3	22.5	0.0	
4	18R	132.00	118.50	186.0	0.0726	0.012	0.0	24.0	0.0	
5	19R	133.75	133.00	35.0	0.0214	0.012	0.0	24.0	0.0	
6	21R	148.50	147.75	43.0	0.0174	0.012	36.3	22.5	0.0	
7	23R	151.50	151.00	43.0	0.0116	0.012	0.0	18.0	0.0	
8	24R	13.91	13.10	48.0	0.0169	0.012	0.0	30.0	0.0	
9	31R	143.00	142.50	35.0	0.0143	0.012	0.0	18.0	0.0	
10	34R	142.40	141.40	35.0	0.0286	0.012	28.5	18.0	0.0	
11	7P	113.00	113.70	46.0	-0.0152	0.012	0.0	24.0	0.0	
12	9P	134.50	134.00	55.0	0.0091	0.012	0.0	24.0	0.0	
13	17P	118.50	118.00	64.0	0.0078	0.012	0.0	24.0	0.0	

Summary for Subcatchment 1S: Area E

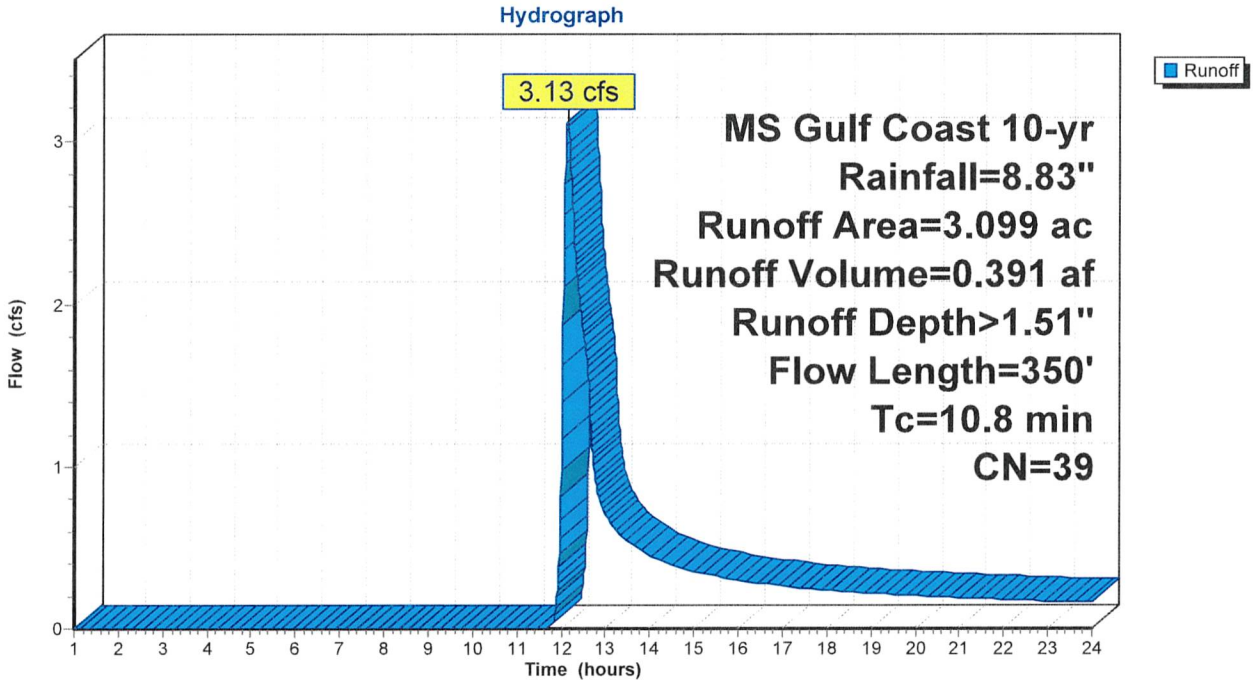
Runoff = 3.13 cfs @ 12.13 hrs, Volume= 0.391 af, Depth> 1.51"
Routed to Pond 7P : Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
3.099	39	>75% Grass cover, Good, HSG A
3.099		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.0	200	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.7	50	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
10.8	350	Total			

Subcatchment 1S: Area E



Summary for Subcatchment 2S: Area F

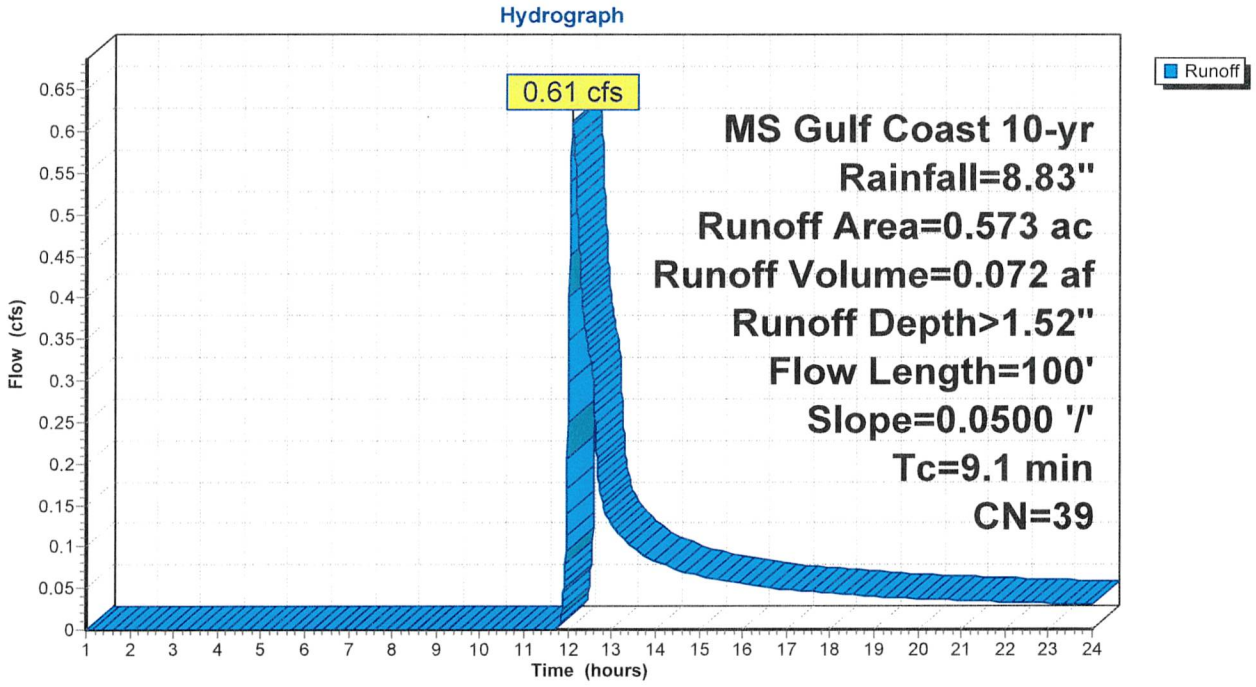
Runoff = 0.61 cfs @ 12.10 hrs, Volume= 0.072 af, Depth> 1.52"
Routed to Pond 7P : Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.573	39	>75% Grass cover, Good, HSG A
0.573		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"

Subcatchment 2S: Area F



Summary for Subcatchment 3S: Area D

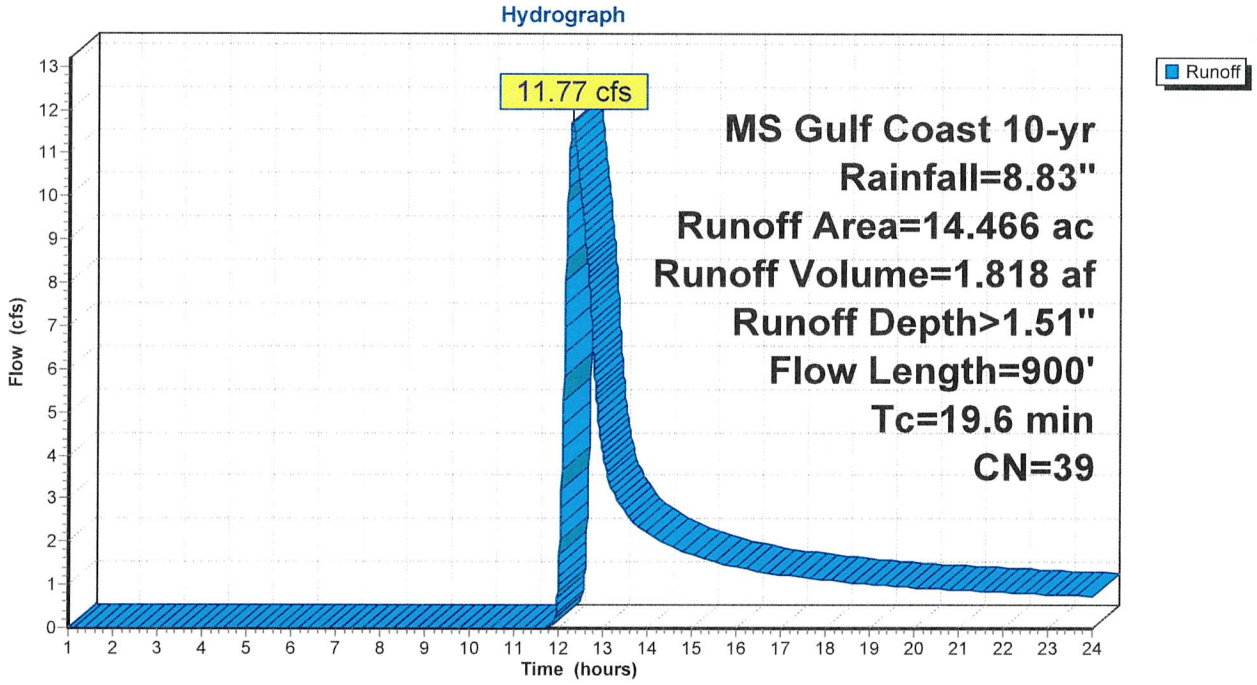
Runoff = 11.77 cfs @ 12.30 hrs, Volume= 1.818 af, Depth> 1.51"
Routed to Reach 27R : Ditch Across Lots 1-6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
14.466	39	>75% Grass cover, Good, HSG A
14.466		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
6.7	200	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.8	600	0.0300	2.60		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
19.6	900	Total			

Subcatchment 3S: Area D



Summary for Subcatchment 4S: Area F

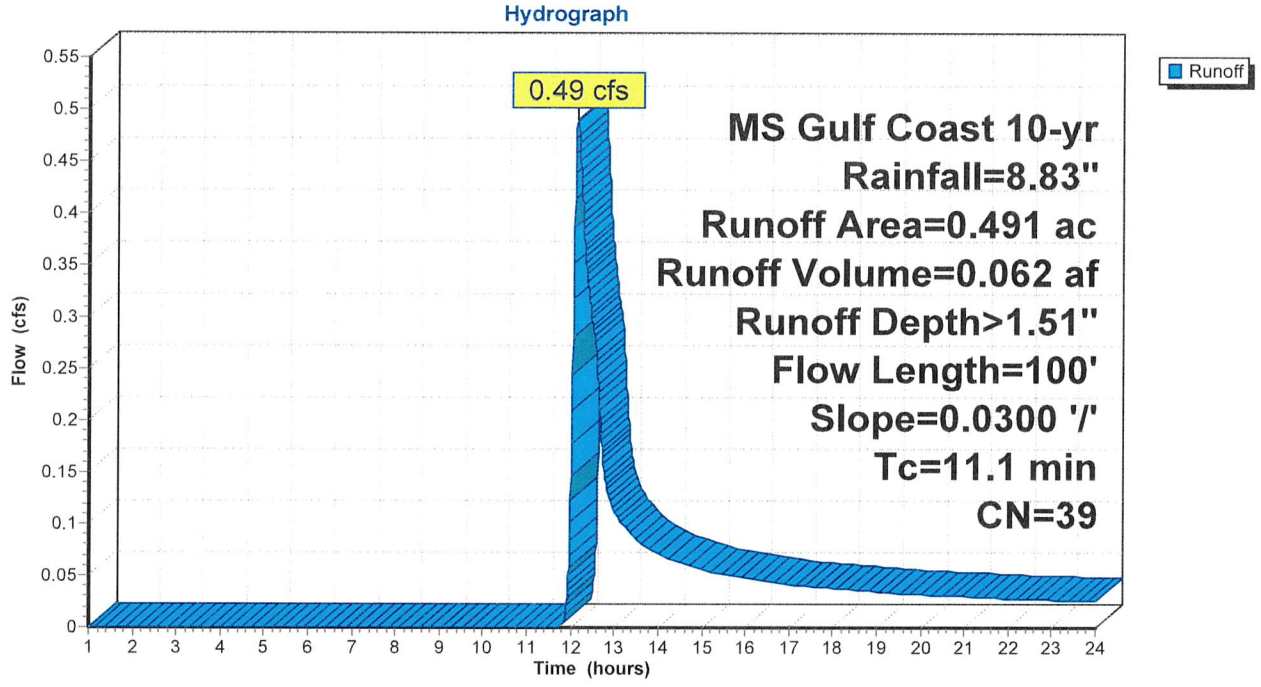
Runoff = 0.49 cfs @ 12.15 hrs, Volume= 0.062 af, Depth> 1.51"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.491	39	>75% Grass cover, Good, HSG A
0.491		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.1	100	0.0300	0.15		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"

Subcatchment 4S: Area F



Summary for Subcatchment 5S: Area B1

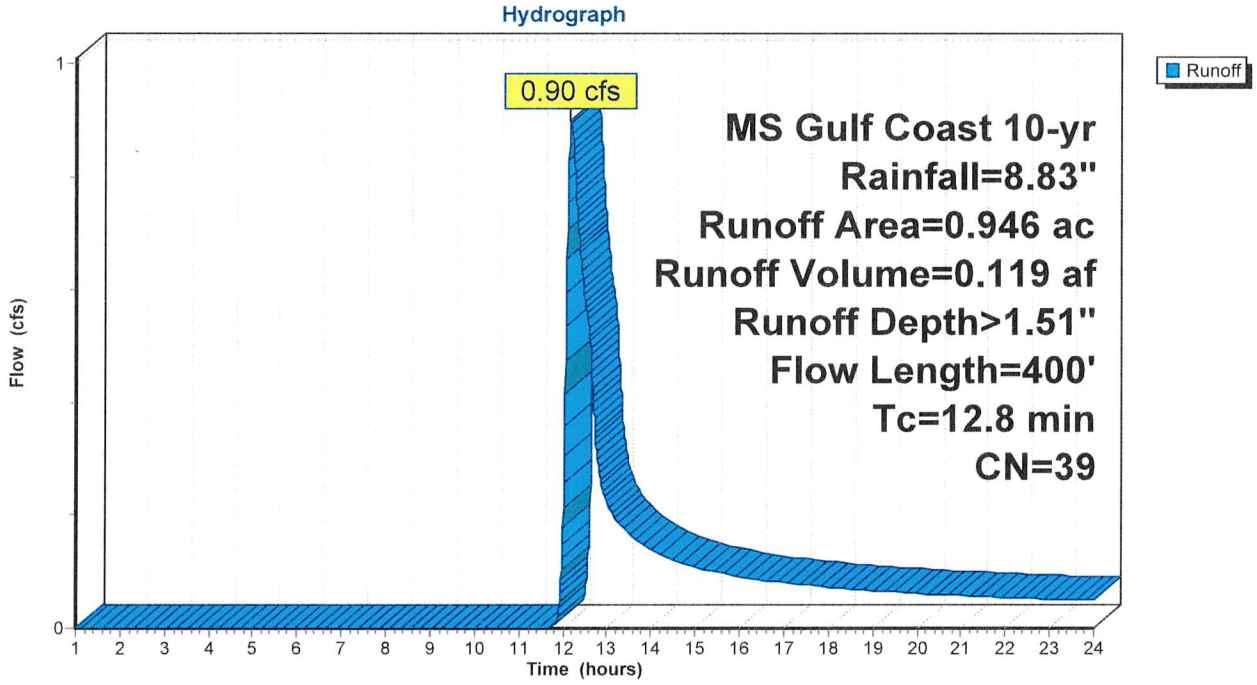
Runoff = 0.90 cfs @ 12.17 hrs, Volume= 0.119 af, Depth> 1.51"
Routed to Reach 18R : P7

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.946	39	>75% Grass cover, Good, HSG A
0.946		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.5	100	0.0250	1.11		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.2	200	0.0100	1.50		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
12.8	400	Total			

Subcatchment 5S: Area B1



Summary for Subcatchment 10S: Area C

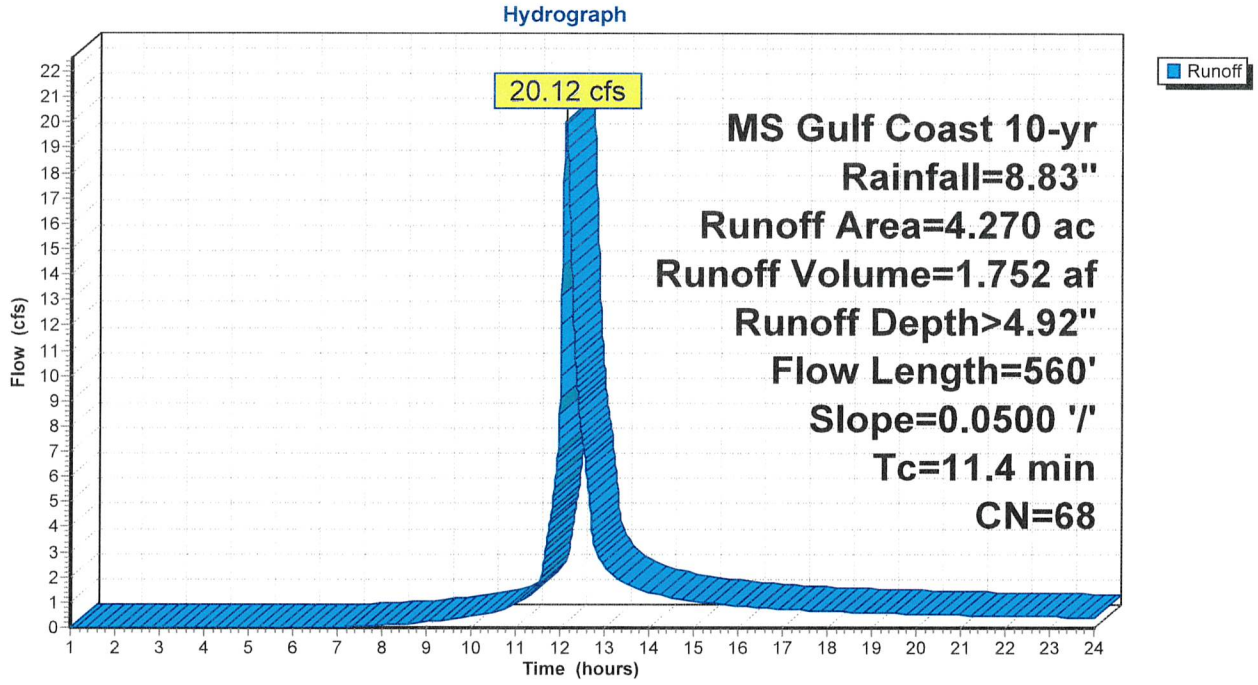
Runoff = 20.12 cfs @ 12.11 hrs, Volume= 1.752 af, Depth> 4.92"
Routed to Reach 8R : P2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
4.270	68	1 acre lots, 20% imp, HSG B
3.416		80.00% Pervious Area
0.854		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
2.3	460	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
11.4	560	Total			

Subcatchment 10S: Area C



Summary for Subcatchment 12S: Area A1

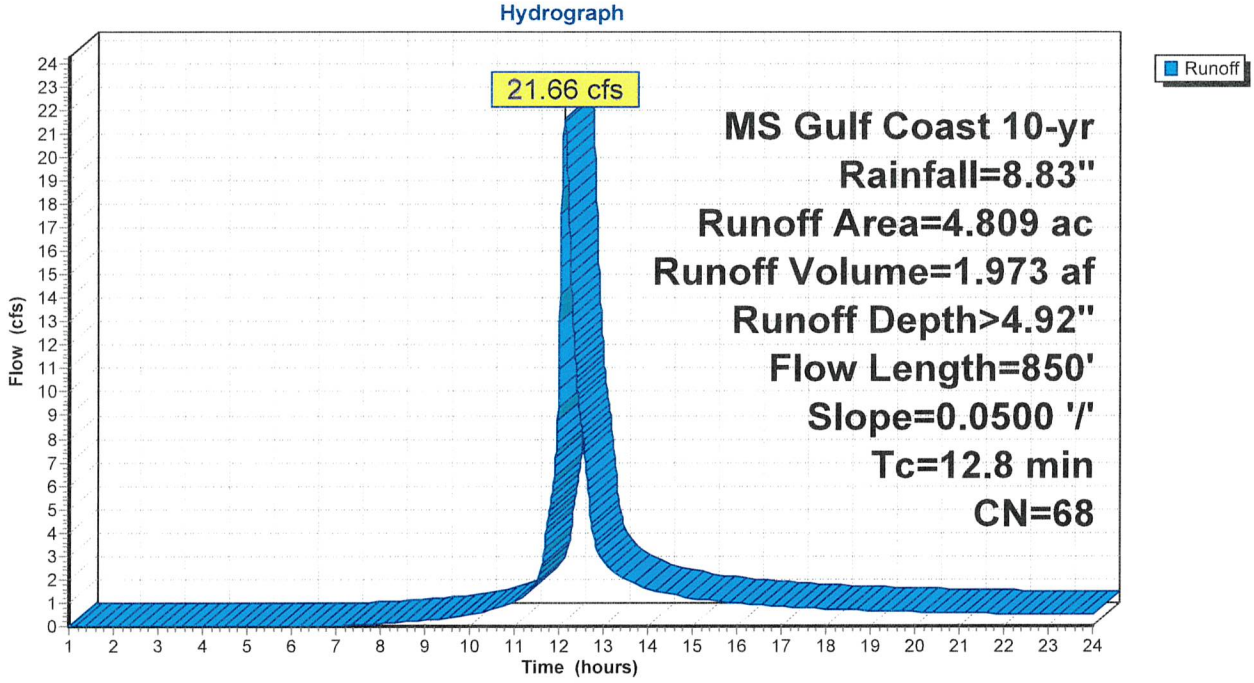
Runoff = 21.66 cfs @ 12.13 hrs, Volume= 1.973 af, Depth> 4.92"
Routed to Reach 11R : P4

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
4.809	68	1 acre lots, 20% imp, HSG B
3.847		80.00% Pervious Area
0.962		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
3.7	750	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
12.8	850	Total			

Subcatchment 12S: Area A1



Summary for Subcatchment 13S: Area H

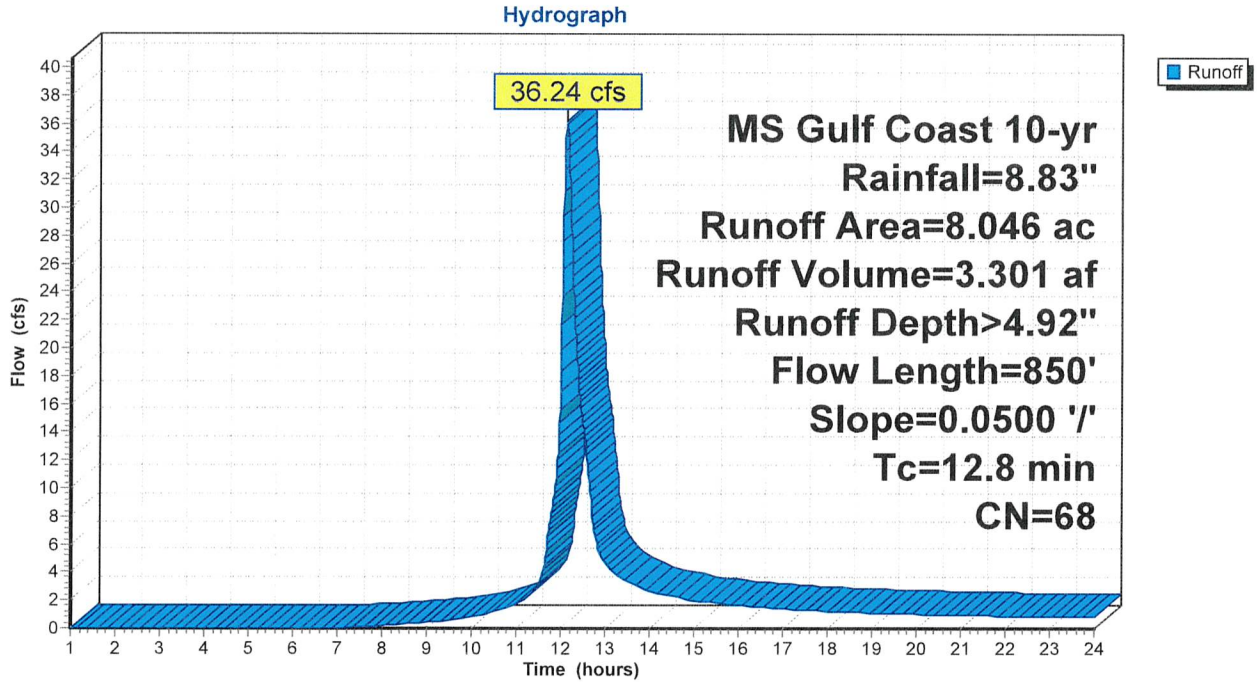
Runoff = 36.24 cfs @ 12.13 hrs, Volume= 3.301 af, Depth> 4.92"
Routed to Reach 15R : P10

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
8.046	68	1 acre lots, 20% imp, HSG B
6.437		80.00% Pervious Area
1.609		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
3.7	750	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
12.8	850	Total			

Subcatchment 13S: Area H



Summary for Subcatchment 14S: Area G

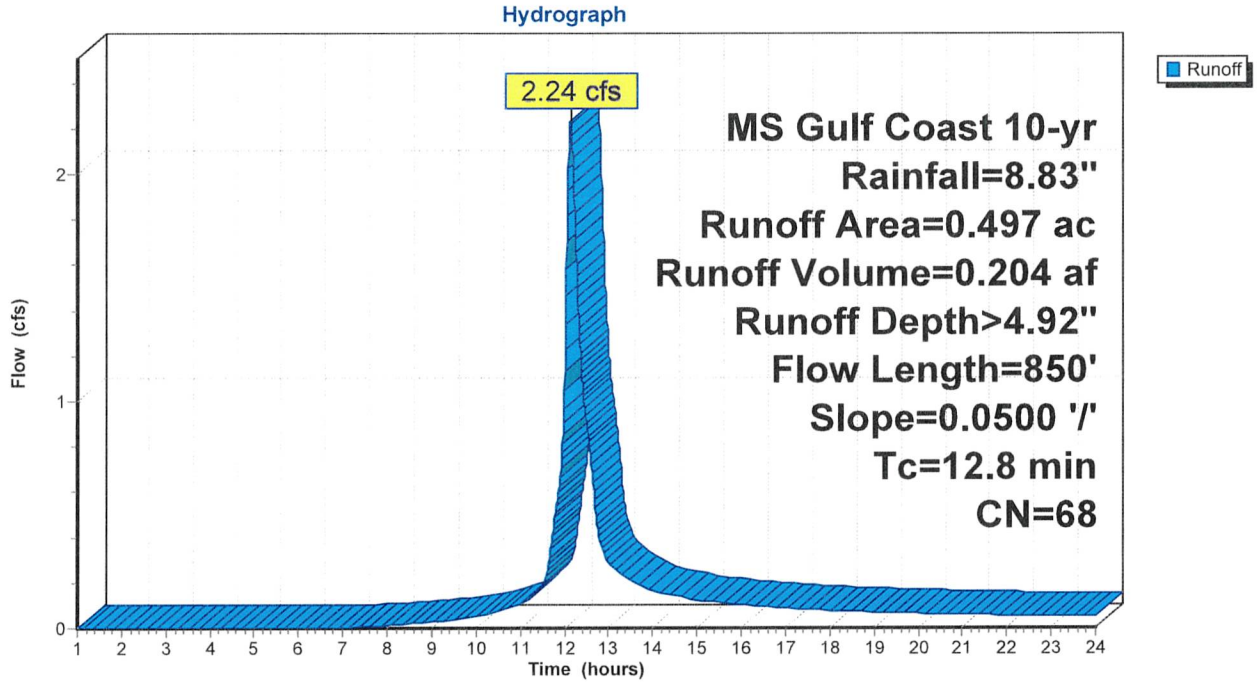
Runoff = 2.24 cfs @ 12.13 hrs, Volume= 0.204 af, Depth> 4.92"
Routed to Reach 15R : P10

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.497	68	1 acre lots, 20% imp, HSG B
0.398		80.00% Pervious Area
0.099		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
3.7	750	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
12.8	850	Total			

Subcatchment 14S: Area G



Summary for Subcatchment 16S: Area I

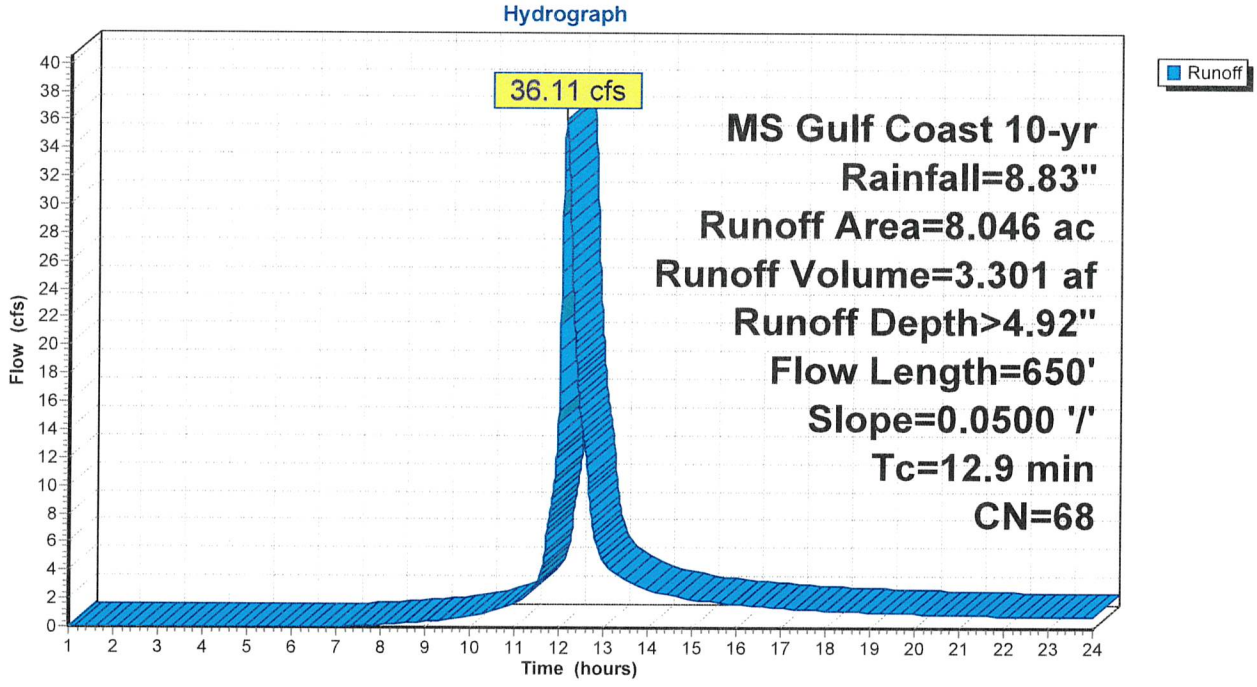
Runoff = 36.11 cfs @ 12.13 hrs, Volume= 3.301 af, Depth> 4.92"
Routed to Reach 21R : P6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
8.046	68	1 acre lots, 20% imp, HSG B
6.437		80.00% Pervious Area
1.609		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.7	350	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
2.1	200	0.0500	1.57		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
12.9	650	Total			

Subcatchment 16S: Area I



Summary for Subcatchment 18S: Area J

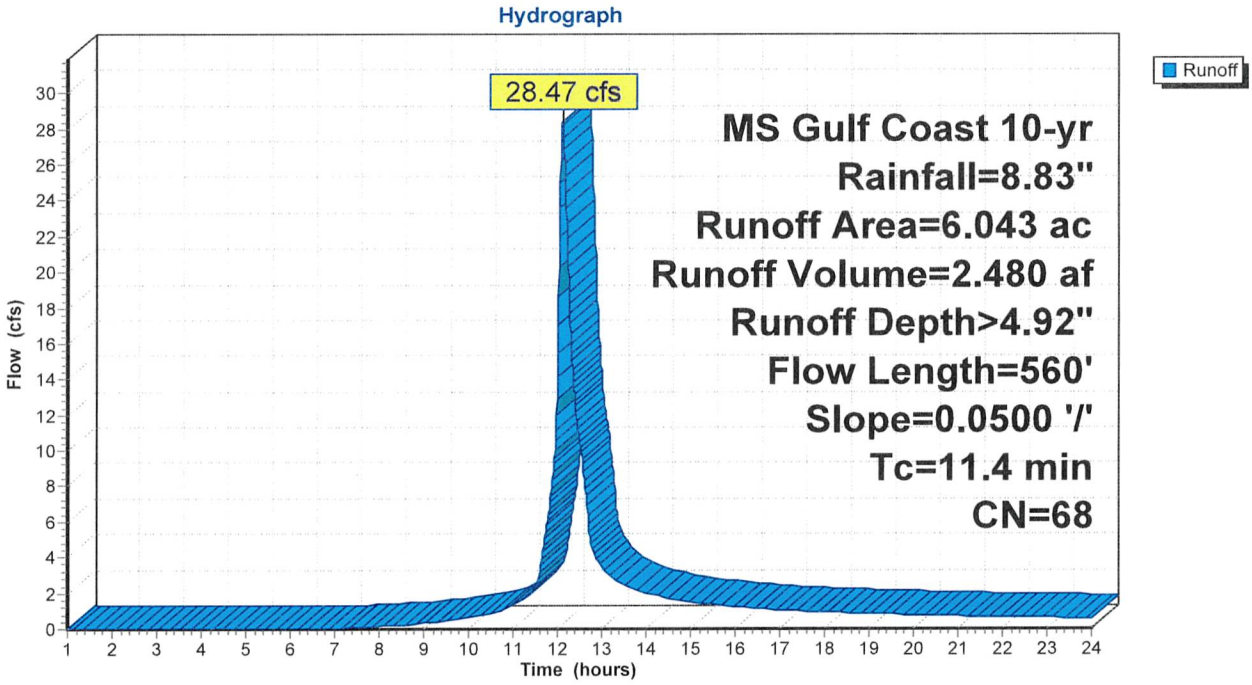
Runoff = 28.47 cfs @ 12.11 hrs, Volume= 2.480 af, Depth> 4.92"
Routed to Pond 19P : NE Detention Pond

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
6.043	68	1 acre lots, 20% imp, HSG B
4.834		80.00% Pervious Area
1.209		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.3	260	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
1.0	200	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
11.4	560	Total			

Subcatchment 18S: Area J



Summary for Subcatchment 20S: Area J (Existing Runoff)

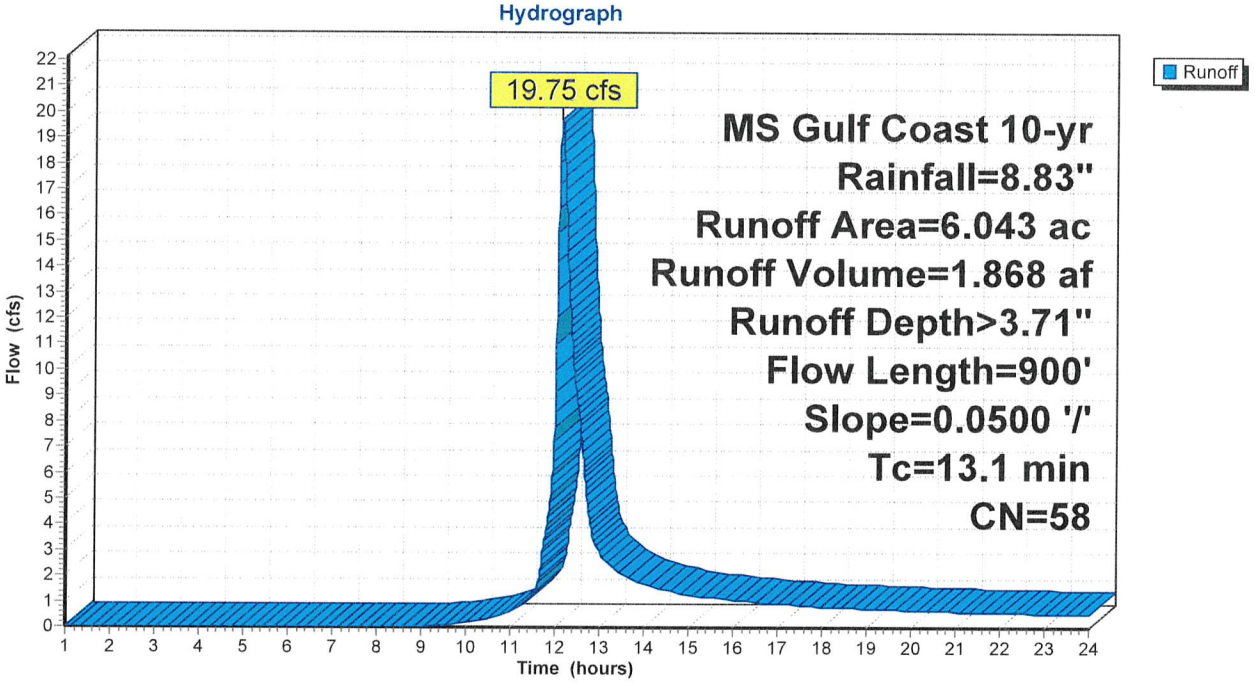
Runoff = 19.75 cfs @ 12.14 hrs, Volume= 1.868 af, Depth> 3.71"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
6.043	58	Meadow, non-grazed, HSG B
6.043		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
4.0	800	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
13.1	900	Total			

Subcatchment 20S: Area J (Existing Runoff)



Summary for Subcatchment 21S: Hwy 67

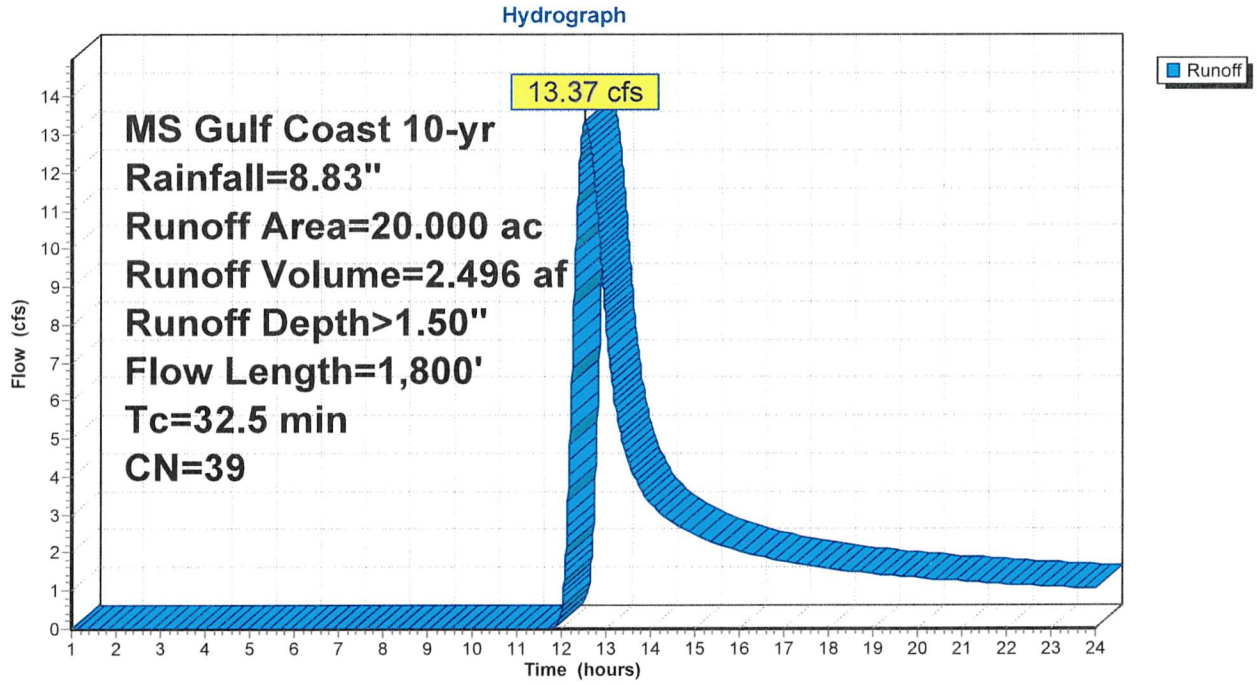
Runoff = 13.37 cfs @ 12.53 hrs, Volume= 2.496 af, Depth> 1.50"
Routed to Reach 27R : Ditch Across Lots 1-6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
20.000	39	>75% Grass cover, Good, HSG A
20.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
6.7	200	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
16.7	1,500	0.0100	1.50		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
32.5	1,800	Total			

Subcatchment 21S: Hwy 67



Summary for Subcatchment 24S: Area K1

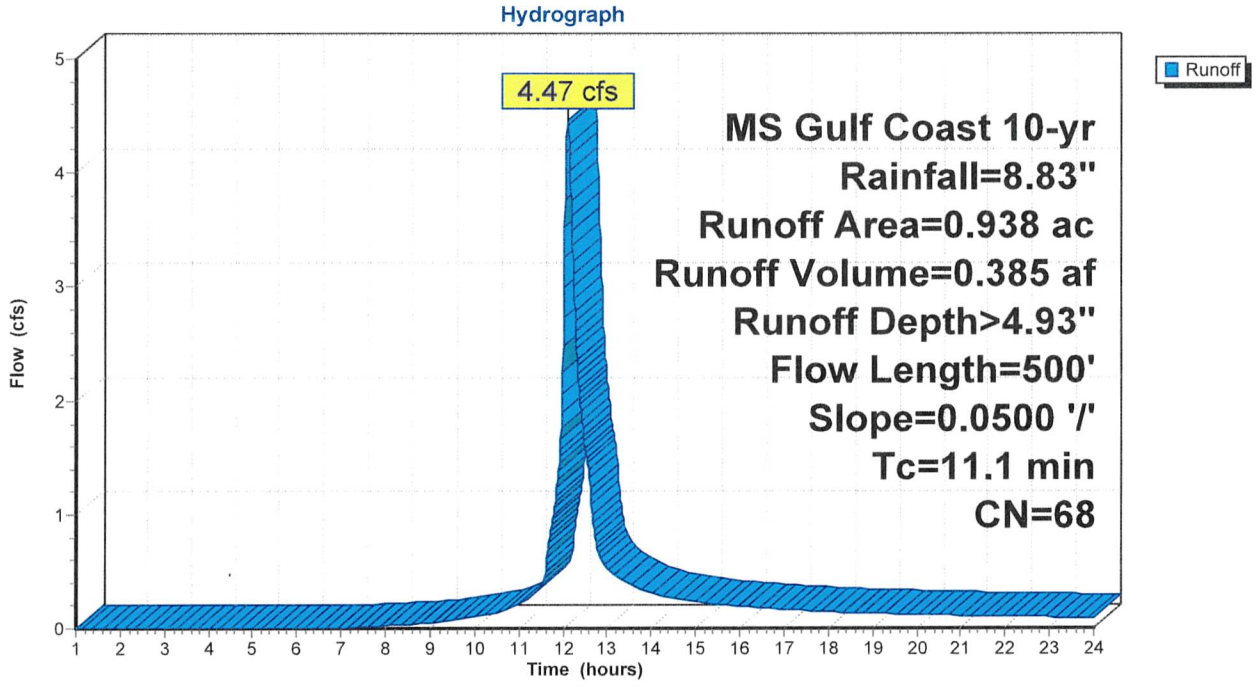
Runoff = 4.47 cfs @ 12.10 hrs, Volume= 0.385 af, Depth> 4.93"
Routed to Reach 23R : P5

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.938	68	1 acre lots, 20% imp, HSG B
0.750		80.00% Pervious Area
0.188		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
2.0	400	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
11.1	500	Total			

Subcatchment 24S: Area K1



Summary for Subcatchment 25S: Area B

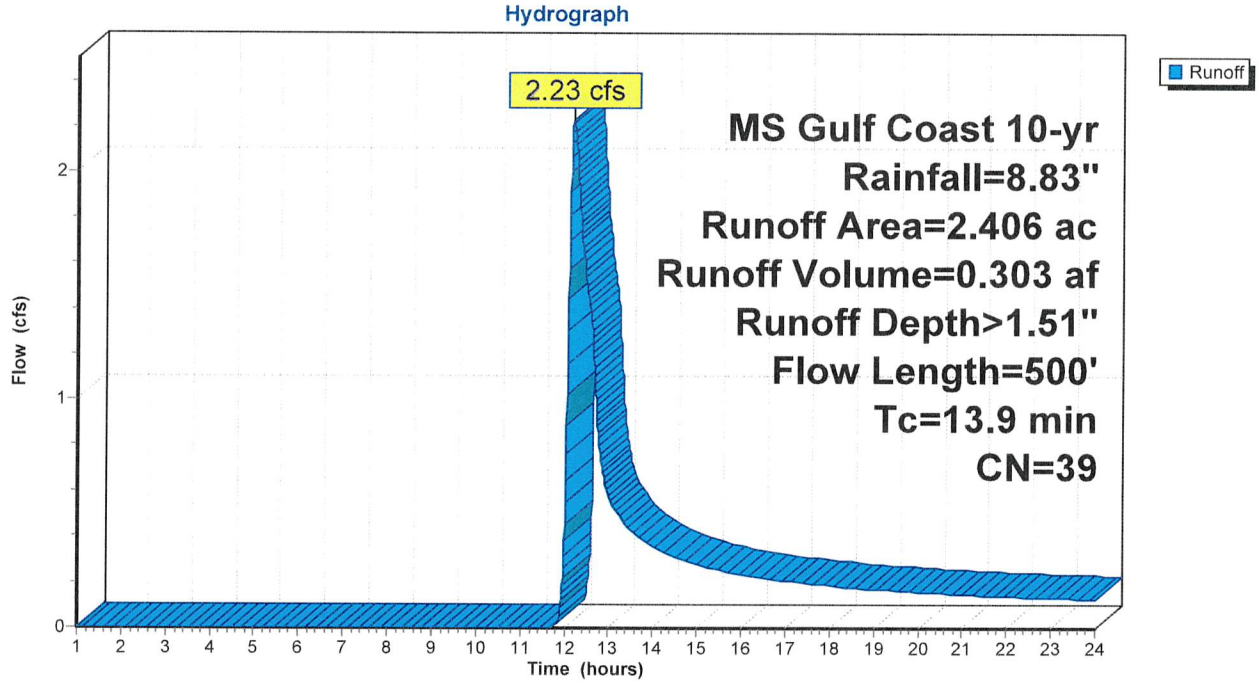
Runoff = 2.23 cfs @ 12.19 hrs, Volume= 0.303 af, Depth> 1.51"
Routed to Reach 19R : P9

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
2.406	39	>75% Grass cover, Good, HSG A
2.406		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.5	100	0.0250	1.11		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.3	300	0.0100	1.50		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
13.9	500	Total			

Subcatchment 25S: Area B



Summary for Subcatchment 30S: Area K

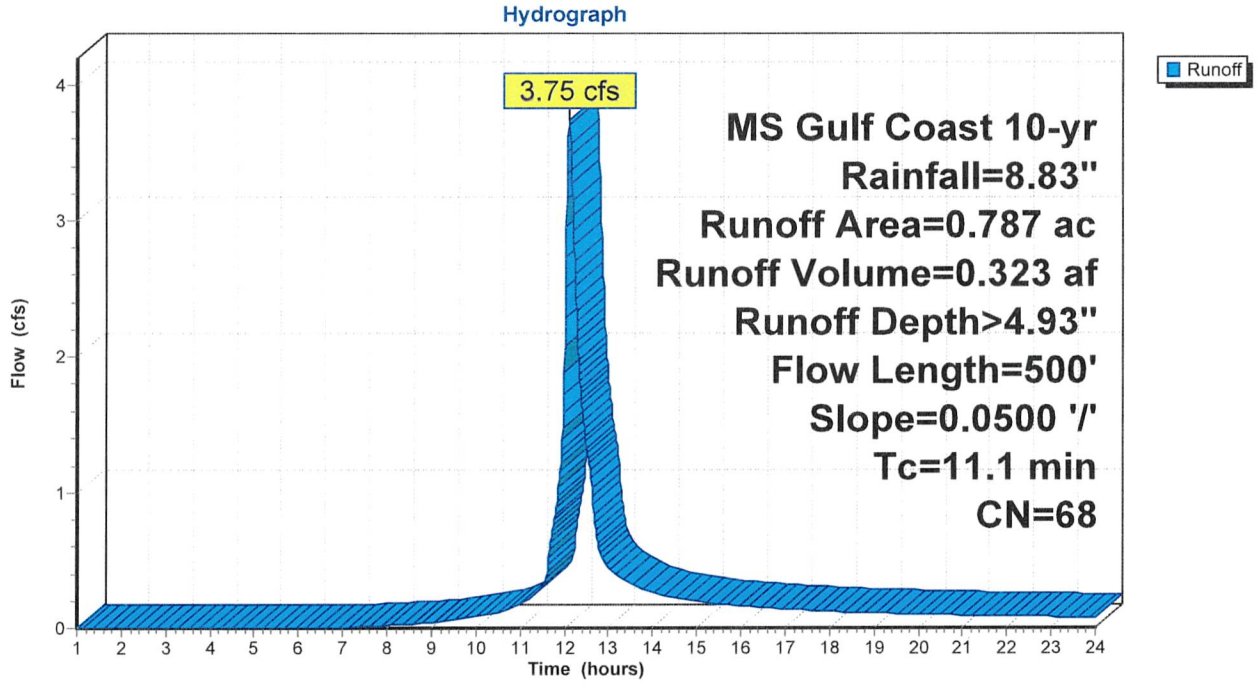
Runoff = 3.75 cfs @ 12.10 hrs, Volume= 0.323 af, Depth> 4.93"
Routed to Reach 29R : Ditch Lot 20/21/22

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
0.787	68	1 acre lots, 20% imp, HSG B
0.630		80.00% Pervious Area
0.157		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
2.0	400	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
11.1	500	Total			

Subcatchment 30S: Area K



Summary for Subcatchment 33S: Area A

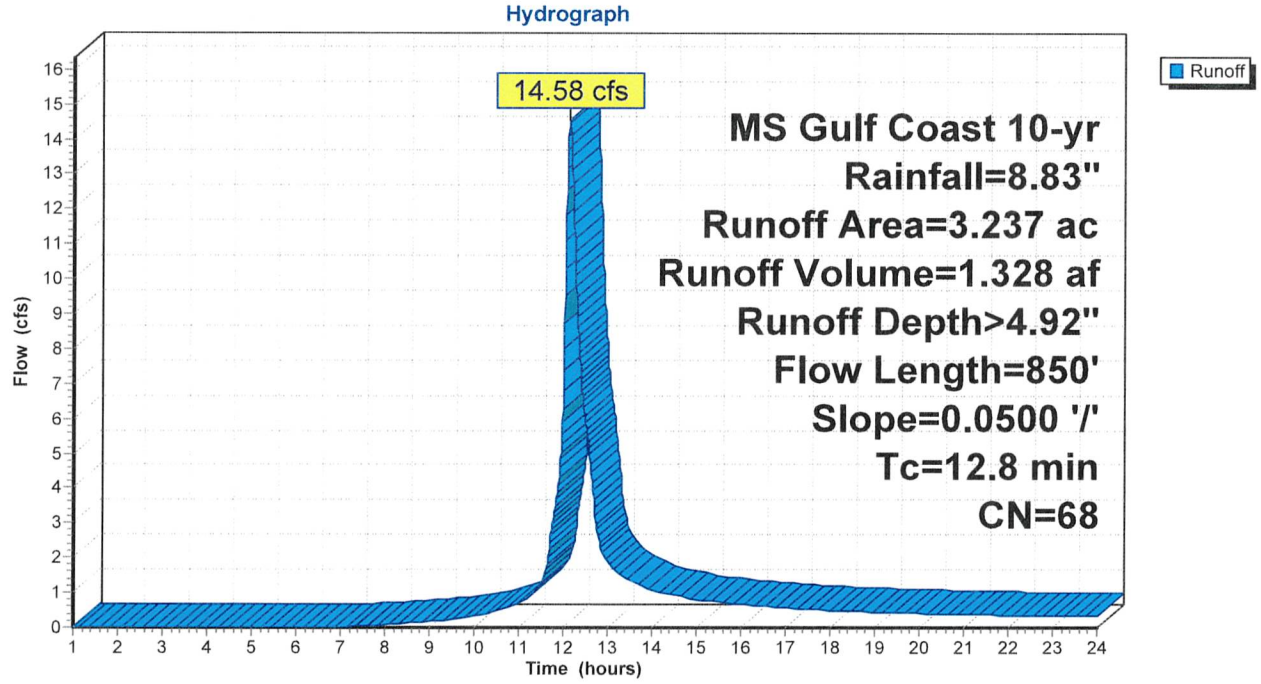
Runoff = 14.58 cfs @ 12.13 hrs, Volume= 1.328 af, Depth> 4.92"
Routed to Reach 31R : P11

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
MS Gulf Coast 10-yr Rainfall=8.83"

Area (ac)	CN	Description
3.237	68	1 acre lots, 20% imp, HSG B
2.590		80.00% Pervious Area
0.647		20.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	100	0.0500	0.18		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
3.7	750	0.0500	3.35		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
12.8	850	Total			

Subcatchment 33S: Area A



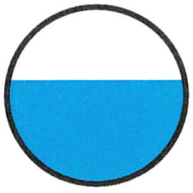
Summary for Reach 8R: P2

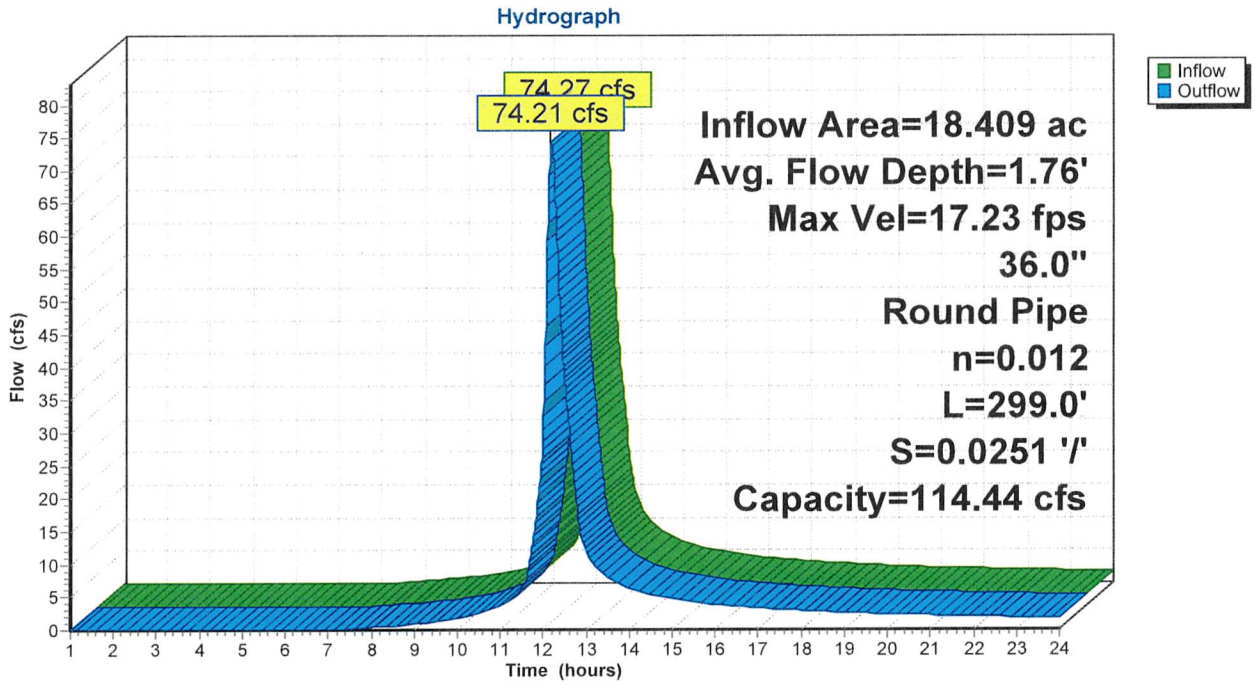
Inflow Area = 18.409 ac, 20.00% Impervious, Inflow Depth > 4.91" for 10-yr event
Inflow = 74.27 cfs @ 12.18 hrs, Volume= 7.538 af
Outflow = 74.21 cfs @ 12.18 hrs, Volume= 7.535 af, Atten= 0%, Lag= 0.5 min
Routed to Pond 9P : CI 1

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 17.23 fps, Min. Travel Time= 0.3 min
Avg. Velocity = 6.99 fps, Avg. Travel Time= 0.7 min

Peak Storage= 1,289 cf @ 12.18 hrs
Average Depth at Peak Storage= 1.76' , Surface Width= 2.95'
Bank-Full Depth= 3.00' Flow Area= 7.1 sf, Capacity= 114.44 cfs

36.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 299.0' Slope= 0.0251 '/'
Inlet Invert= 142.00', Outlet Invert= 134.50'





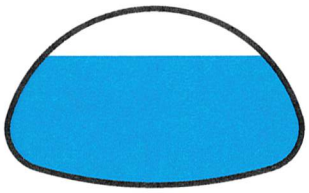
Summary for Reach 11R: P4

Inflow Area = 14.139 ac, 20.00% Impervious, Inflow Depth > 4.91" for 10-yr event
Inflow = 57.32 cfs @ 12.19 hrs, Volume= 5.786 af
Outflow = 57.30 cfs @ 12.20 hrs, Volume= 5.785 af, Atten= 0%, Lag= 0.1 min
Routed to Reach 8R : P2

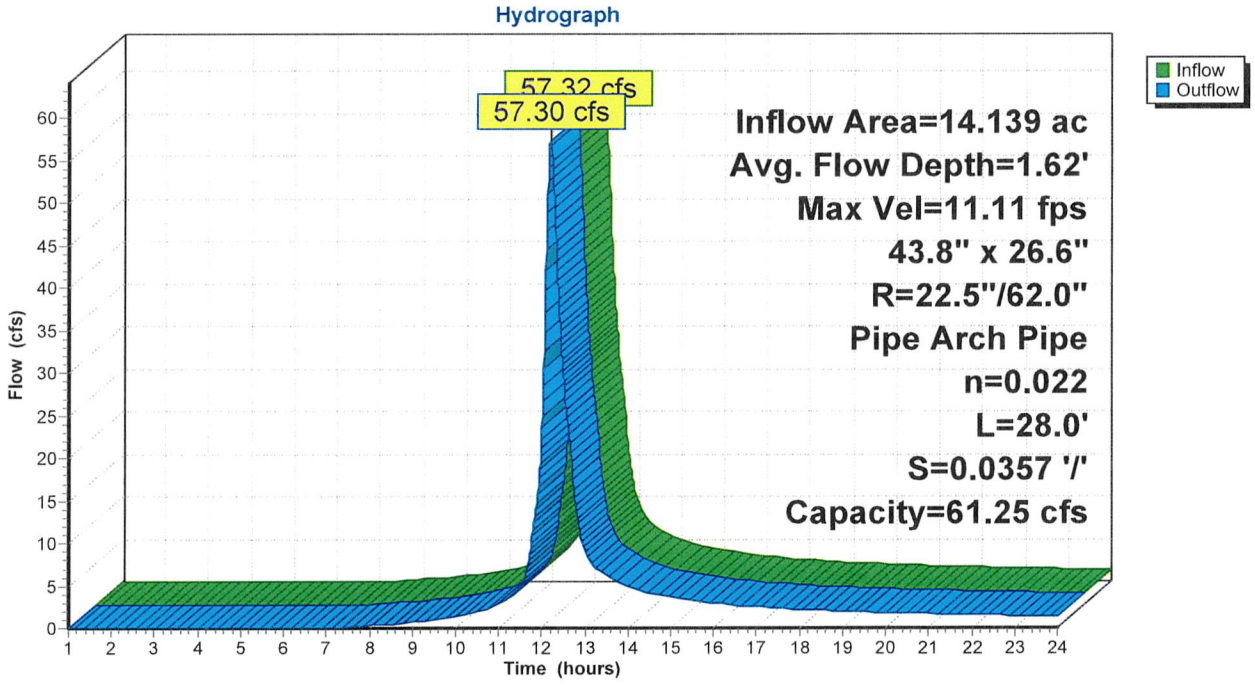
Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 11.11 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 4.13 fps, Avg. Travel Time= 0.1 min

Peak Storage= 145 cf @ 12.19 hrs
Average Depth at Peak Storage= 1.62' , Surface Width= 2.74'
Bank-Full Depth= 2.22' Flow Area= 6.3 sf, Capacity= 61.25 cfs

43.8" W x 26.6" H, R=22.5"/62.0" Pipe Arch Pipe
n= 0.022 Earth, clean & straight
Length= 28.0' Slope= 0.0357 '/'
Inlet Invert= 143.75', Outlet Invert= 142.75'



Reach 11R: P4



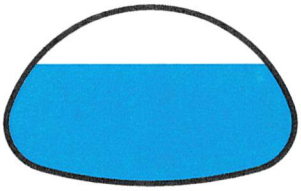
Summary for Reach 15R: P10

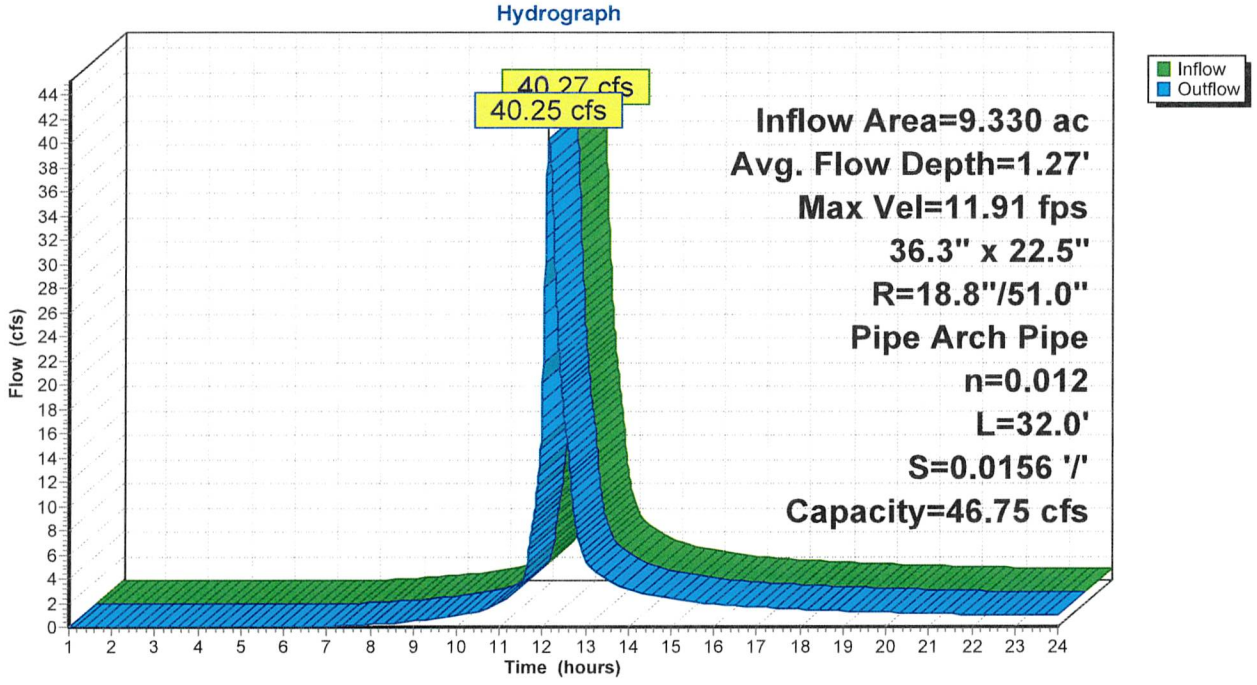
Inflow Area = 9.330 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 40.27 cfs @ 12.13 hrs, Volume= 3.826 af
Outflow = 40.25 cfs @ 12.13 hrs, Volume= 3.825 af, Atten= 0%, Lag= 0.1 min
Routed to Reach 28R : Ditch Lot 26/27

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 11.91 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 4.30 fps, Avg. Travel Time= 0.1 min

Peak Storage= 108 cf @ 12.13 hrs
Average Depth at Peak Storage= 1.27' , Surface Width= 2.48'
Bank-Full Depth= 1.88' Flow Area= 4.4 sf, Capacity= 46.75 cfs

36.3" W x 22.5" H, R=18.8"/51.0" Pipe Arch Pipe
n= 0.012 Concrete pipe, finished
Length= 32.0' Slope= 0.0156 '/'
Inlet Invert= 148.25', Outlet Invert= 147.75'





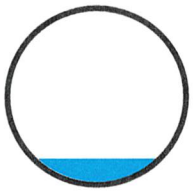
Summary for Reach 18R: P7

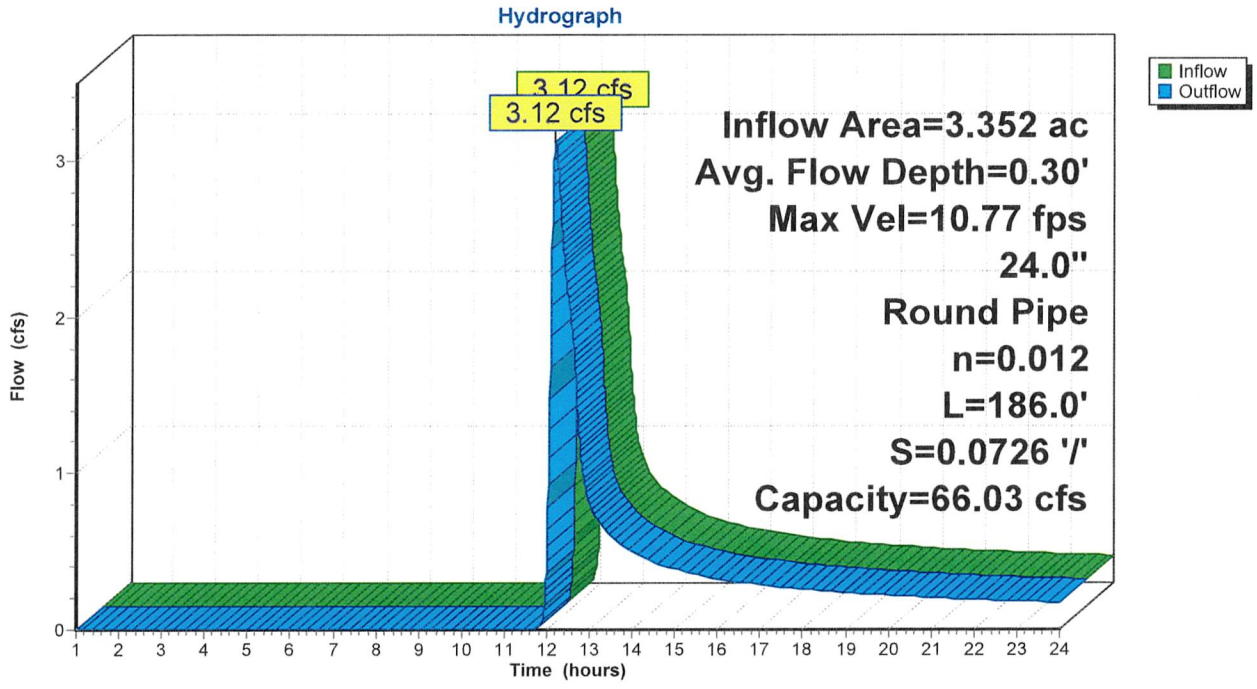
Inflow Area = 3.352 ac, 0.00% Impervious, Inflow Depth > 1.51" for 10-yr event
Inflow = 3.12 cfs @ 12.19 hrs, Volume= 0.423 af
Outflow = 3.12 cfs @ 12.20 hrs, Volume= 0.422 af, Atten= 0%, Lag= 0.5 min
Routed to Pond 17P : CI 2

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 10.77 fps, Min. Travel Time= 0.3 min
Avg. Velocity = 5.48 fps, Avg. Travel Time= 0.6 min

Peak Storage= 54 cf @ 12.19 hrs
Average Depth at Peak Storage= 0.30' , Surface Width= 1.42'
Bank-Full Depth= 2.00' Flow Area= 3.1 sf, Capacity= 66.03 cfs

24.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 186.0' Slope= 0.0726 '/'
Inlet Invert= 132.00', Outlet Invert= 118.50'





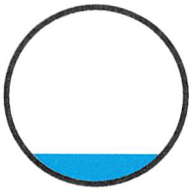
Summary for Reach 19R: P9

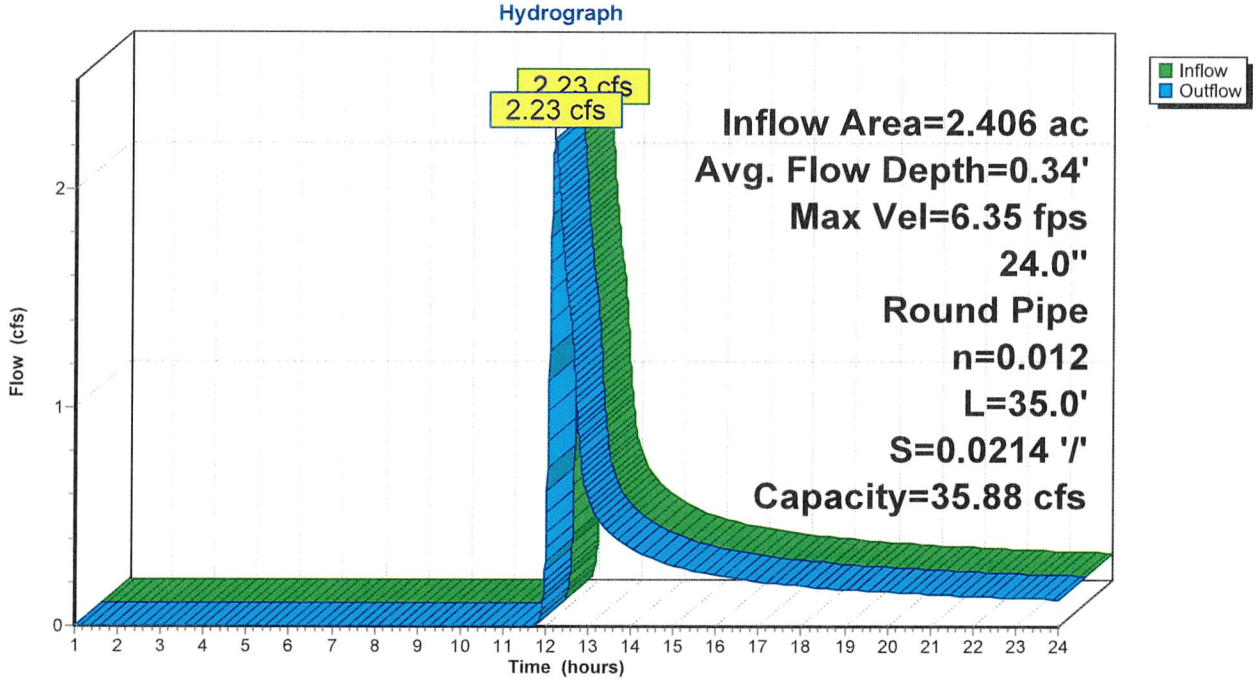
Inflow Area = 2.406 ac, 0.00% Impervious, Inflow Depth > 1.51" for 10-yr event
Inflow = 2.23 cfs @ 12.19 hrs, Volume= 0.303 af
Outflow = 2.23 cfs @ 12.19 hrs, Volume= 0.303 af, Atten= 0%, Lag= 0.2 min
Routed to Reach 18R : P7

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 6.35 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 3.24 fps, Avg. Travel Time= 0.2 min

Peak Storage= 12 cf @ 12.19 hrs
Average Depth at Peak Storage= 0.34' , Surface Width= 1.50'
Bank-Full Depth= 2.00' Flow Area= 3.1 sf, Capacity= 35.88 cfs

24.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 35.0' Slope= 0.0214 '/'
Inlet Invert= 133.75', Outlet Invert= 133.00'





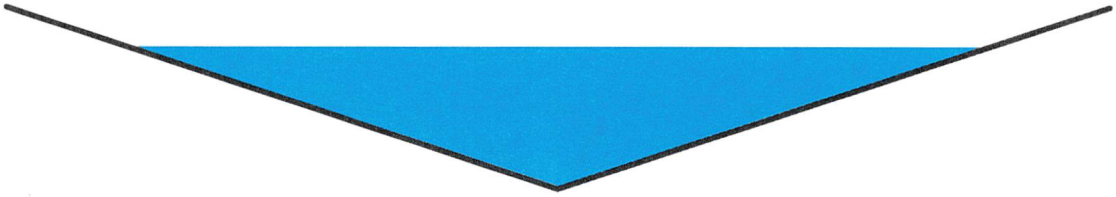
Summary for Reach 20R: Ditch Lot 42

Inflow Area = 8.984 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 38.75 cfs @ 12.14 hrs, Volume= 3.683 af
Outflow = 38.63 cfs @ 12.16 hrs, Volume= 3.680 af, Atten= 0%, Lag= 1.2 min
Routed to Reach 34R : P12

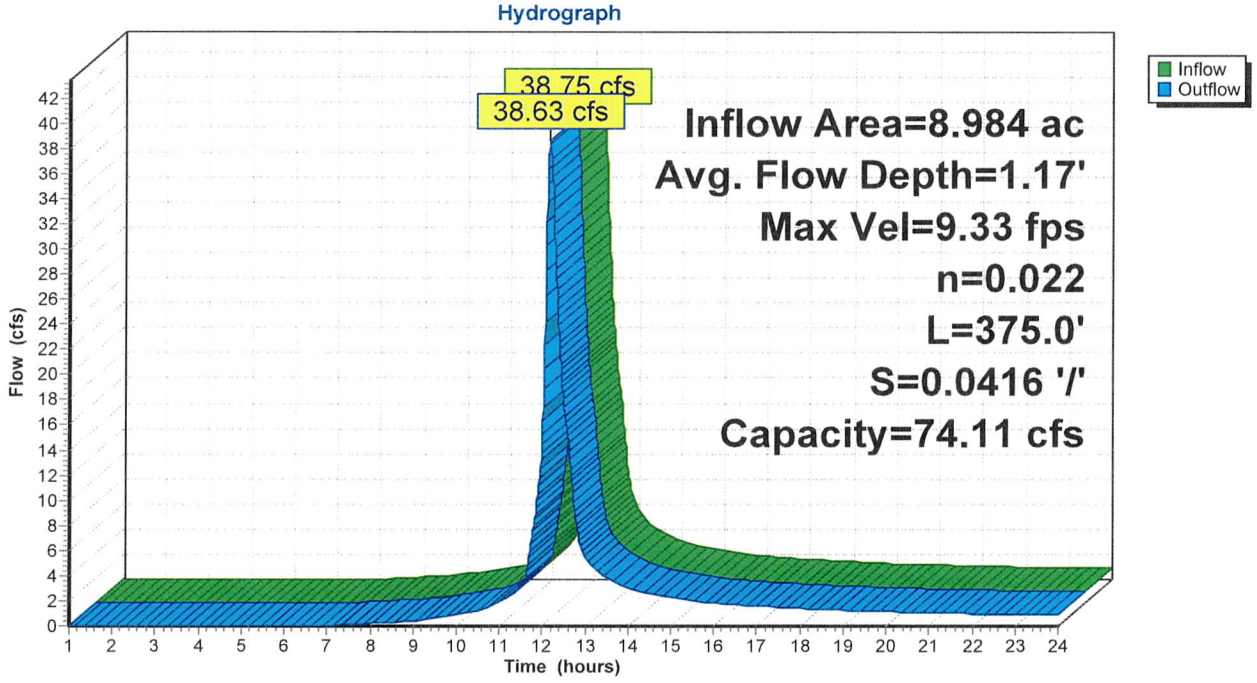
Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 9.33 fps, Min. Travel Time= 0.7 min
Avg. Velocity = 4.11 fps, Avg. Travel Time= 1.5 min

Peak Storage= 1,553 cf @ 12.15 hrs
Average Depth at Peak Storage= 1.17' , Surface Width= 7.05'
Bank-Full Depth= 1.50' Flow Area= 6.8 sf, Capacity= 74.11 cfs

0.00' x 1.50' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 3.0 '/' Top Width= 9.00'
Length= 375.0' Slope= 0.0416 '/'
Inlet Invert= 148.00', Outlet Invert= 132.40'



Reach 20R: Ditch Lot 42



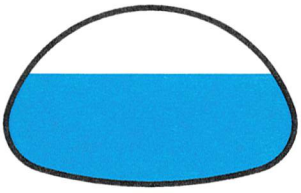
Summary for Reach 21R: P6

Inflow Area = 8.984 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 38.77 cfs @ 12.14 hrs, Volume= 3.684 af
Outflow = 38.75 cfs @ 12.14 hrs, Volume= 3.683 af, Atten= 0%, Lag= 0.1 min
Routed to Reach 20R : Ditch Lot 42

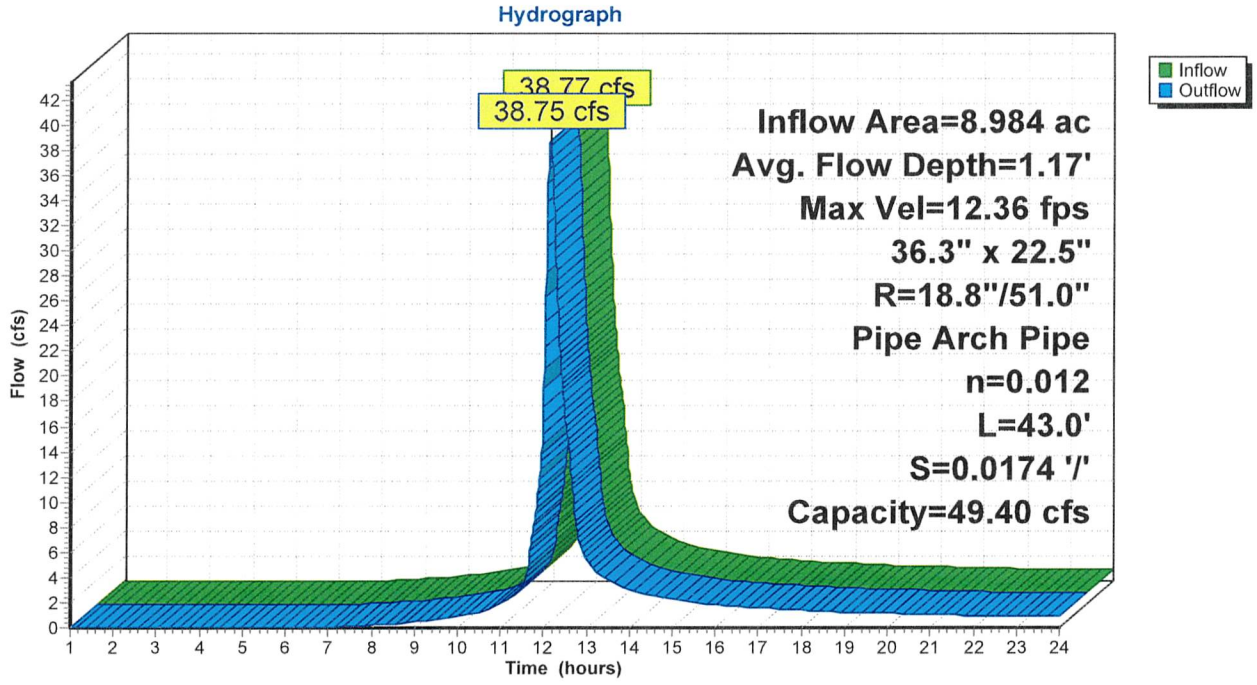
Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 12.36 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 4.41 fps, Avg. Travel Time= 0.2 min

Peak Storage= 135 cf @ 12.14 hrs
Average Depth at Peak Storage= 1.17' , Surface Width= 2.61'
Bank-Full Depth= 1.88' Flow Area= 4.4 sf, Capacity= 49.40 cfs

36.3" W x 22.5" H, R=18.8"/51.0" Pipe Arch Pipe
n= 0.012 Concrete pipe, finished
Length= 43.0' Slope= 0.0174 '/'
Inlet Invert= 148.50', Outlet Invert= 147.75'



Reach 21R: P6



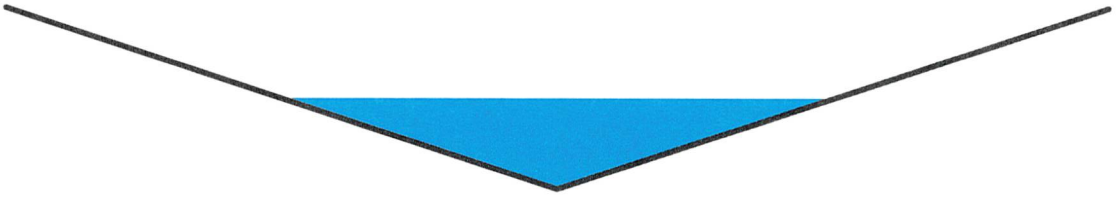
Summary for Reach 22R: Ditch Lot 2/3/4

Inflow Area = 0.938 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 4.46 cfs @ 12.11 hrs, Volume= 0.385 af
Outflow = 3.99 cfs @ 12.24 hrs, Volume= 0.383 af, Atten= 11%, Lag= 8.0 min
Routed to Reach 21R : P6

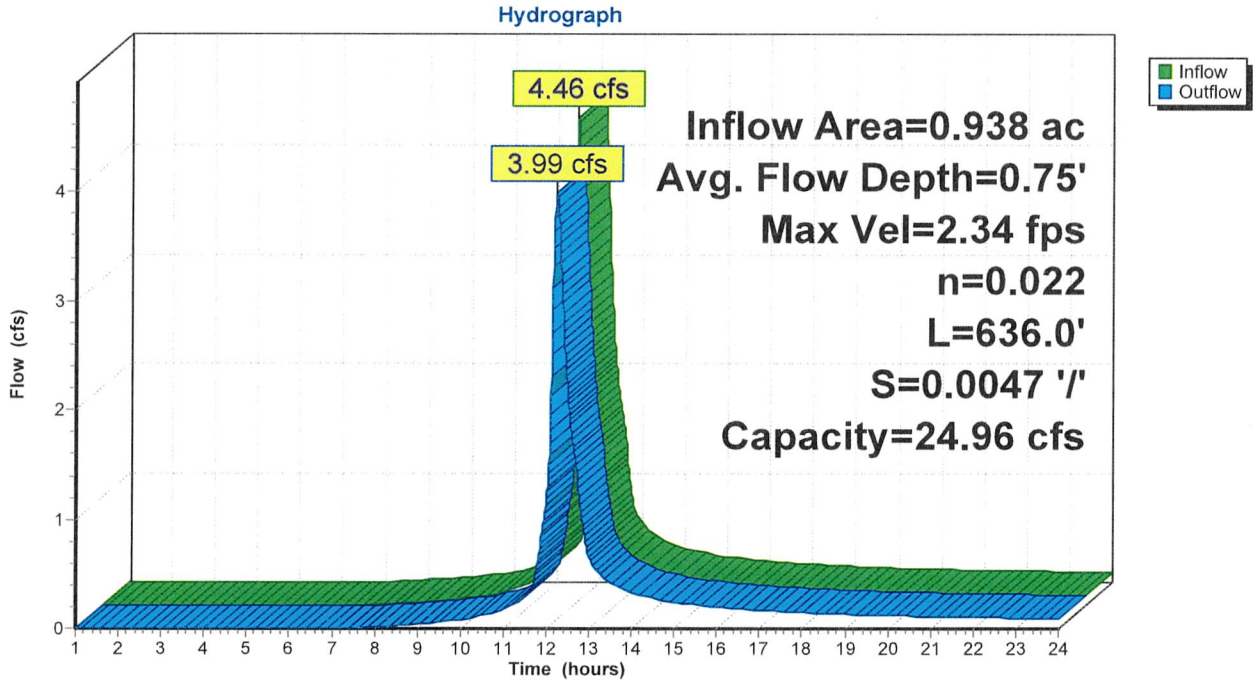
Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 2.34 fps, Min. Travel Time= 4.5 min
Avg. Velocity = 1.03 fps, Avg. Travel Time= 10.3 min

Peak Storage= 1,085 cf @ 12.17 hrs
Average Depth at Peak Storage= 0.75' , Surface Width= 4.53'
Bank-Full Depth= 1.50' Flow Area= 6.8 sf, Capacity= 24.96 cfs

0.00' x 1.50' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 3.0 '/' Top Width= 9.00'
Length= 636.0' Slope= 0.0047 '/'
Inlet Invert= 151.50', Outlet Invert= 148.50'



Reach 22R: Ditch Lot 2/3/4



Summary for Reach 23R: P5

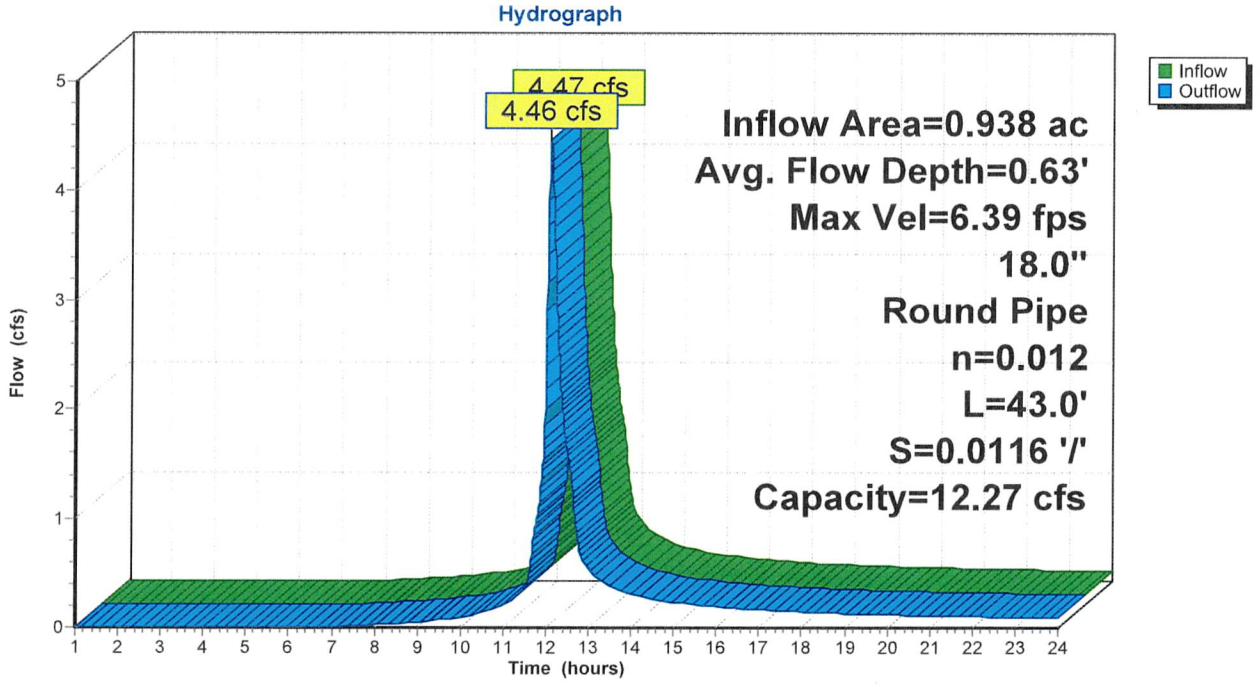
Inflow Area = 0.938 ac, 20.00% Impervious, Inflow Depth > 4.93" for 10-yr event
Inflow = 4.47 cfs @ 12.10 hrs, Volume= 0.385 af
Outflow = 4.46 cfs @ 12.11 hrs, Volume= 0.385 af, Atten= 0%, Lag= 0.3 min
Routed to Reach 22R : Ditch Lot 2/3/4

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 6.39 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 2.42 fps, Avg. Travel Time= 0.3 min

Peak Storage= 30 cf @ 12.11 hrs
Average Depth at Peak Storage= 0.63' , Surface Width= 1.48'
Bank-Full Depth= 1.50' Flow Area= 1.8 sf, Capacity= 12.27 cfs

18.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 43.0' Slope= 0.0116 '/'
Inlet Invert= 151.50', Outlet Invert= 151.00'





Summary for Reach 24R: 30" Culvert

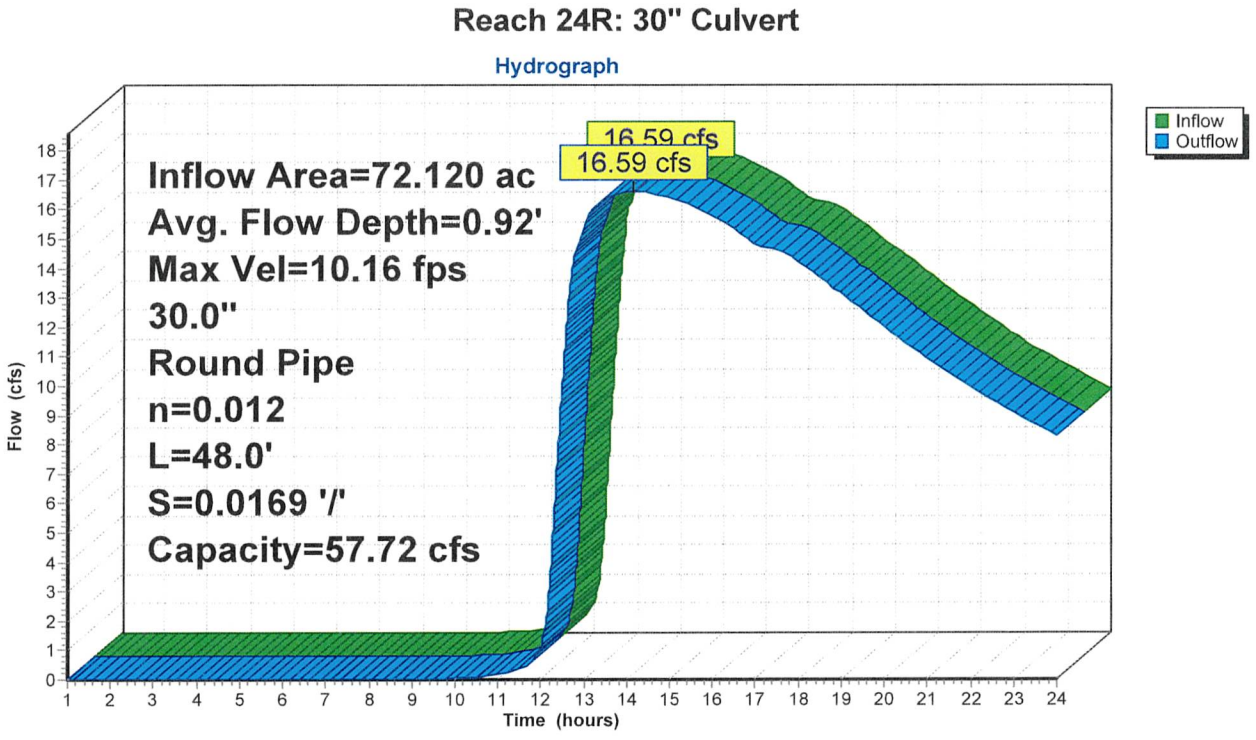
Inflow Area = 72.120 ac, 8.49% Impervious, Inflow Depth > 2.13" for 10-yr event
Inflow = 16.59 cfs @ 14.16 hrs, Volume= 12.792 af
Outflow = 16.59 cfs @ 14.16 hrs, Volume= 12.790 af, Atten= 0%, Lag= 0.1 min

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 10.16 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 7.31 fps, Avg. Travel Time= 0.1 min

Peak Storage= 78 cf @ 14.16 hrs
Average Depth at Peak Storage= 0.92' , Surface Width= 2.41'
Bank-Full Depth= 2.50' Flow Area= 4.9 sf, Capacity= 57.72 cfs

30.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 48.0' Slope= 0.0169 '/'
Inlet Invert= 13.91', Outlet Invert= 13.10'





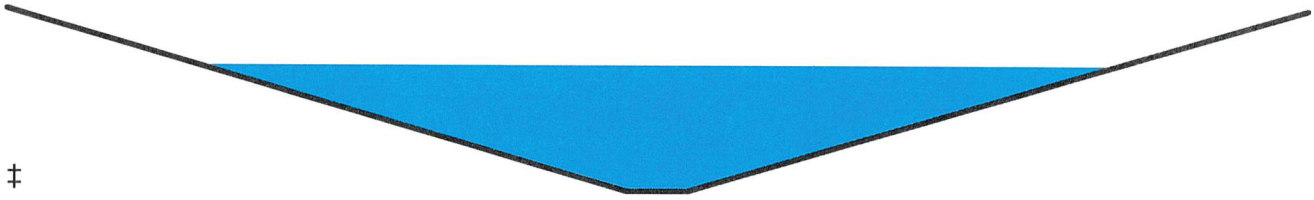
Summary for Reach 27R: Ditch Across Lots 1-6

Inflow Area = 65.096 ac, 9.41% Impervious, Inflow Depth > 3.11" for 10-yr event
Inflow = 123.68 cfs @ 12.21 hrs, Volume= 16.850 af
Outflow = 122.46 cfs @ 12.28 hrs, Volume= 16.804 af, Atten= 1%, Lag= 4.0 min
Routed to Pond 7P : Pond

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 5.59 fps, Min. Travel Time= 2.2 min
Avg. Velocity = 2.68 fps, Avg. Travel Time= 4.5 min

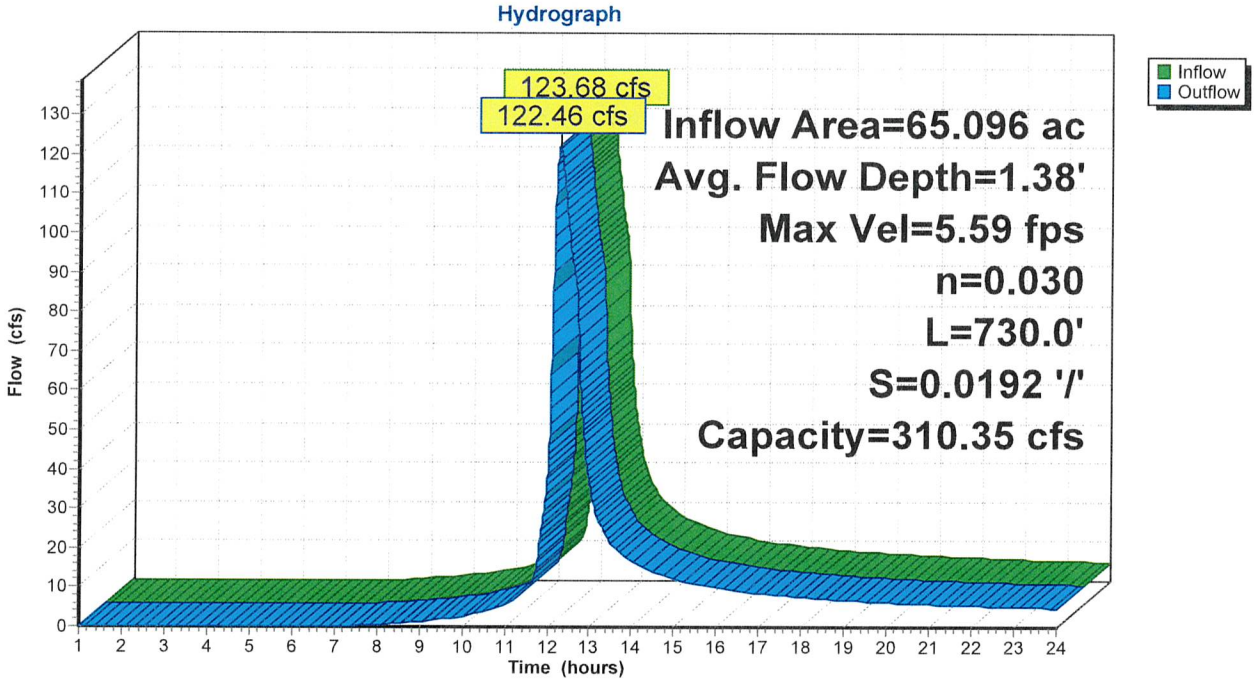
Peak Storage= 16,003 cf @ 12.24 hrs
Average Depth at Peak Storage= 1.38' , Surface Width= 29.68'
Bank-Full Depth= 2.00' Flow Area= 44.0 sf, Capacity= 310.35 cfs

2.00' x 2.00' deep channel, n= 0.030 Earth, grassed & winding
Side Slope Z-value= 10.0 '/' Top Width= 42.00'
Length= 730.0' Slope= 0.0192 '/'
Inlet Invert= 148.00', Outlet Invert= 134.00'



‡

Reach 27R: Ditch Across Lots 1-6



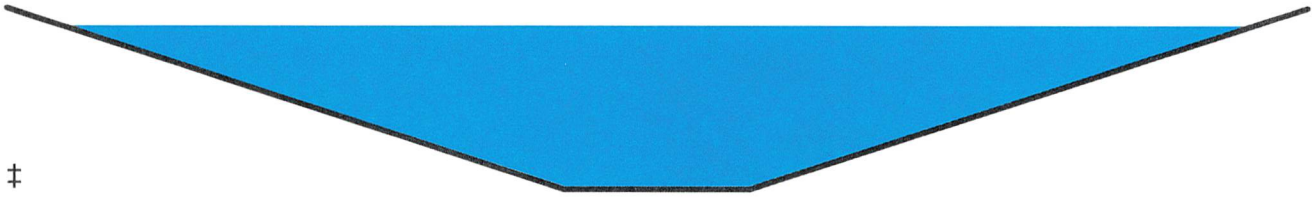
Summary for Reach 28R: Ditch Lot 26/27

Inflow Area = 9.330 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 40.25 cfs @ 12.13 hrs, Volume= 3.825 af
Outflow = 38.75 cfs @ 12.22 hrs, Volume= 3.813 af, Atten= 4%, Lag= 5.1 min
Routed to Reach 11R : P4

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 3.87 fps, Min. Travel Time= 2.7 min
Avg. Velocity = 1.63 fps, Avg. Travel Time= 6.5 min

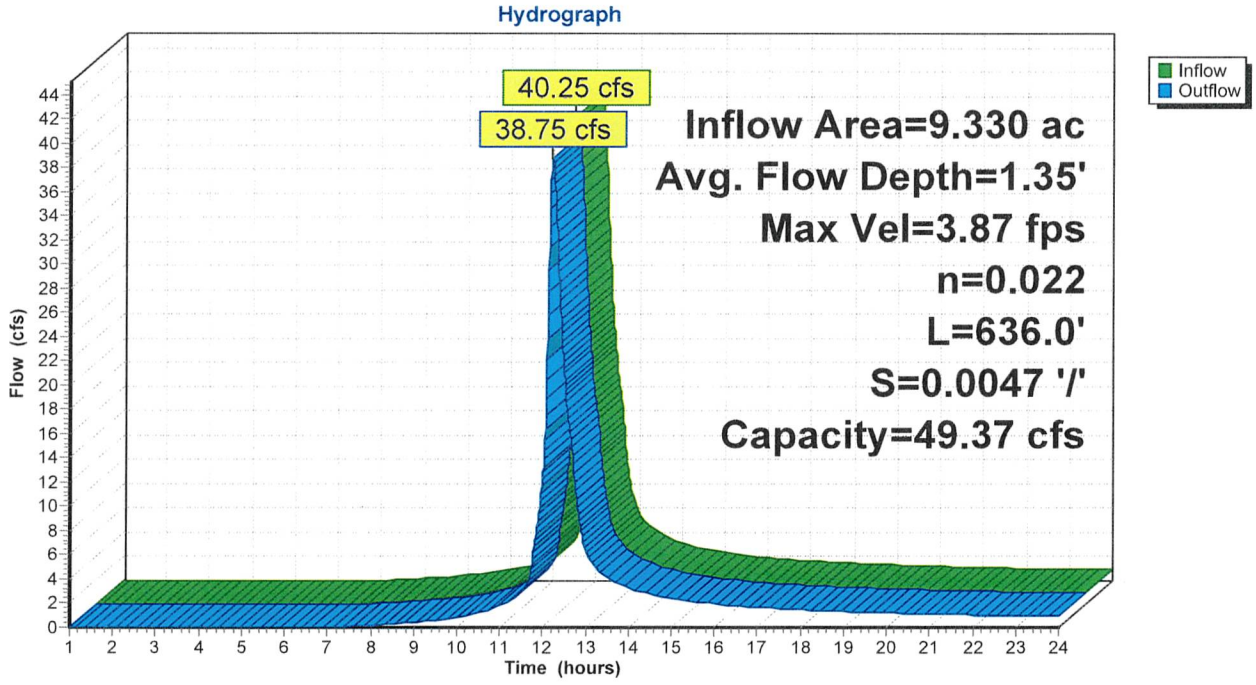
Peak Storage= 6,373 cf @ 12.17 hrs
Average Depth at Peak Storage= 1.35' , Surface Width= 12.82'
Bank-Full Depth= 1.50' Flow Area= 12.0 sf, Capacity= 49.37 cfs

2.00' x 1.50' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 4.0 '/' Top Width= 14.00'
Length= 636.0' Slope= 0.0047 '/'
Inlet Invert= 151.50', Outlet Invert= 148.50'



‡

Reach 28R: Ditch Lot 26/27



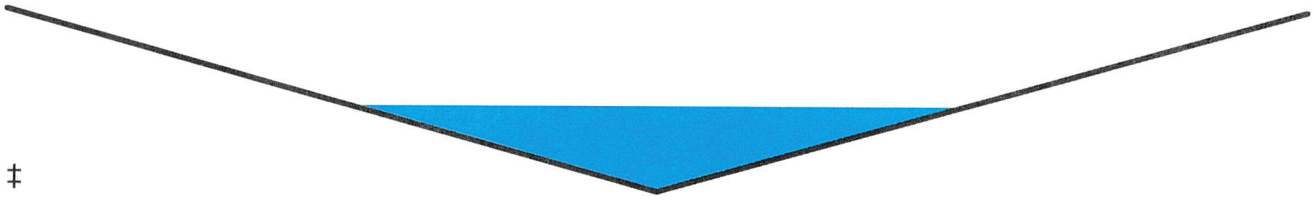
Summary for Reach 29R: Ditch Lot 20/21/22

Inflow Area = 0.787 ac, 20.00% Impervious, Inflow Depth > 4.93" for 10-yr event
Inflow = 3.75 cfs @ 12.10 hrs, Volume= 0.323 af
Outflow = 3.24 cfs @ 12.26 hrs, Volume= 0.321 af, Atten= 13%, Lag= 9.6 min
Routed to Reach 15R : P10

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 1.61 fps, Min. Travel Time= 5.5 min
Avg. Velocity = 0.72 fps, Avg. Travel Time= 12.3 min

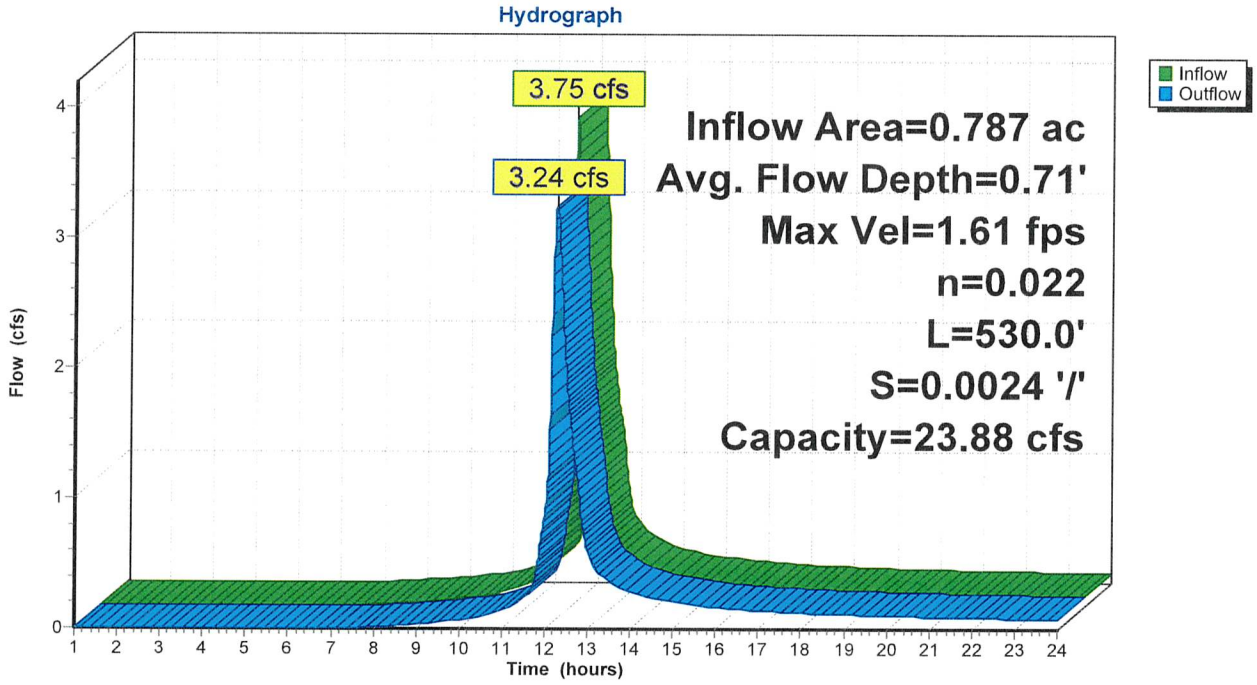
Peak Storage= 1,067 cf @ 12.17 hrs
Average Depth at Peak Storage= 0.71' , Surface Width= 5.68'
Bank-Full Depth= 1.50' Flow Area= 9.0 sf, Capacity= 23.88 cfs

0.00' x 1.50' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 4.0 '/' Top Width= 12.00'
Length= 530.0' Slope= 0.0024 '/'
Inlet Invert= 148.00', Outlet Invert= 146.75'



‡

Reach 29R: Ditch Lot 20/21/22



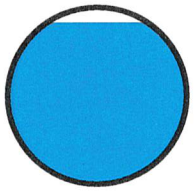
Summary for Reach 31R: P11

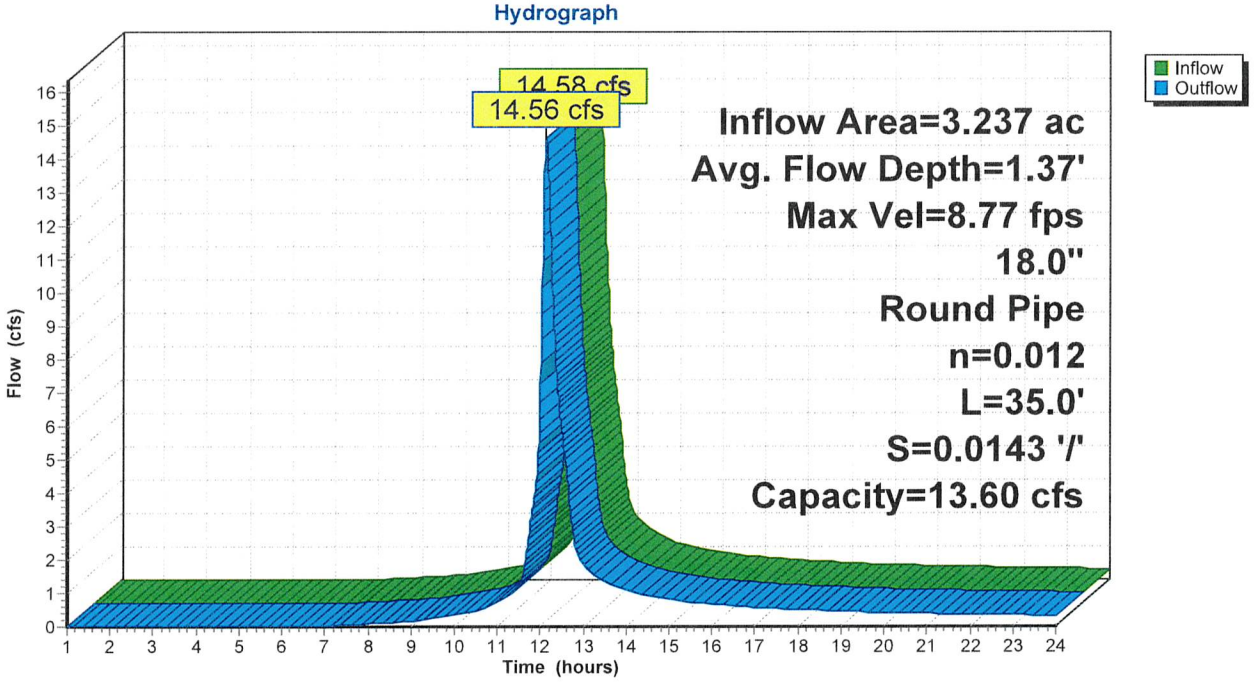
Inflow Area = 3.237 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 14.58 cfs @ 12.13 hrs, Volume= 1.328 af
Outflow = 14.56 cfs @ 12.13 hrs, Volume= 1.328 af, Atten= 0%, Lag= 0.2 min
Routed to Reach 34R : P12

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 8.77 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 3.74 fps, Avg. Travel Time= 0.2 min

Peak Storage= 59 cf @ 12.13 hrs
Average Depth at Peak Storage= 1.37' , Surface Width= 0.85'
Bank-Full Depth= 1.50' Flow Area= 1.8 sf, Capacity= 13.60 cfs

18.0" Round Pipe
n= 0.012 Concrete pipe, finished
Length= 35.0' Slope= 0.0143 '/'
Inlet Invert= 143.00', Outlet Invert= 142.50'





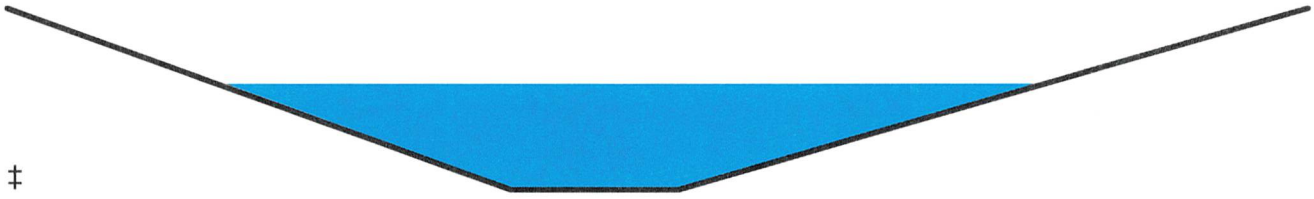
Summary for Reach 32R: Ditch Lot 34/35

Inflow Area = 12.221 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 34.97 cfs @ 12.05 hrs, Volume= 5.008 af
Outflow = 34.31 cfs @ 12.53 hrs, Volume= 5.002 af, Atten= 2%, Lag= 28.6 min
Routed to Reach 27R : Ditch Across Lots 1-6

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 6.63 fps, Min. Travel Time= 1.1 min
Avg. Velocity = 3.06 fps, Avg. Travel Time= 2.5 min

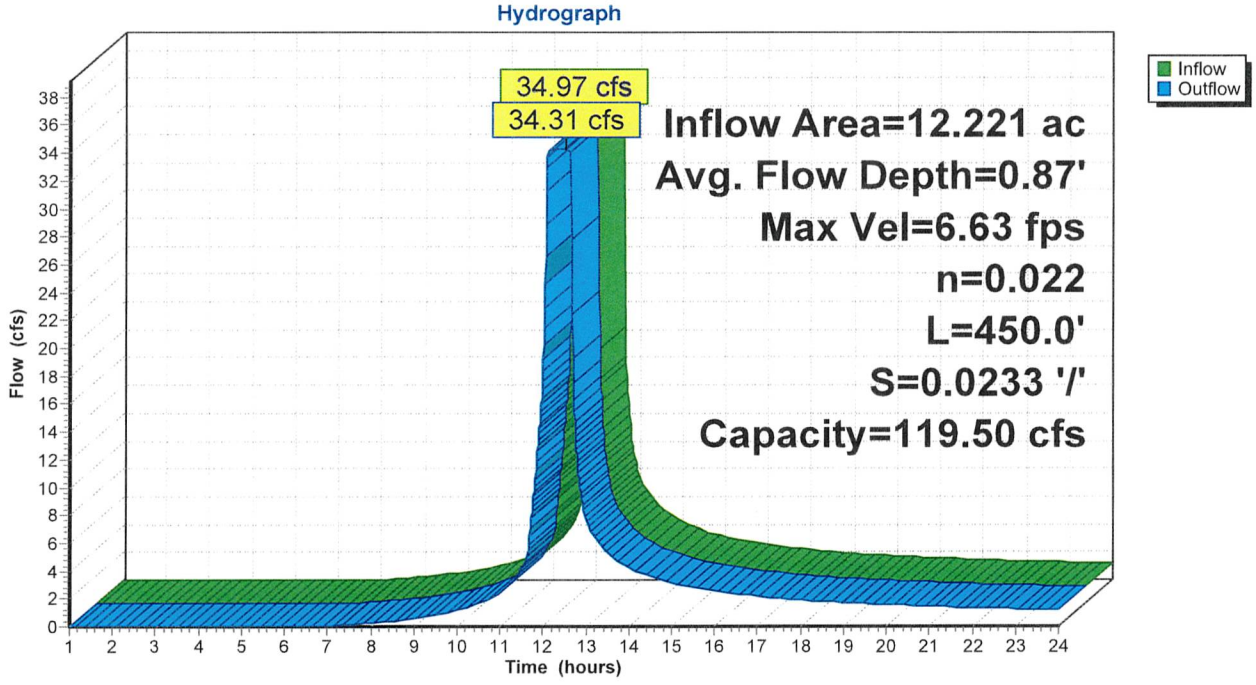
Peak Storage= 2,329 cf @ 12.51 hrs
Average Depth at Peak Storage= 0.87' , Surface Width= 9.86'
Bank-Full Depth= 1.50' Flow Area= 13.1 sf, Capacity= 119.50 cfs

2.00' x 1.50' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 4.0 5.0 '/' Top Width= 15.50'
Length= 450.0' Slope= 0.0233 '/'
Inlet Invert= 142.50', Outlet Invert= 132.00'



‡

Reach 32R: Ditch Lot 34/35



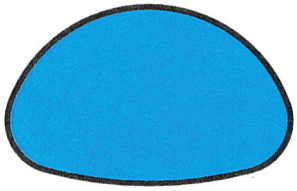
Summary for Reach 34R: P12

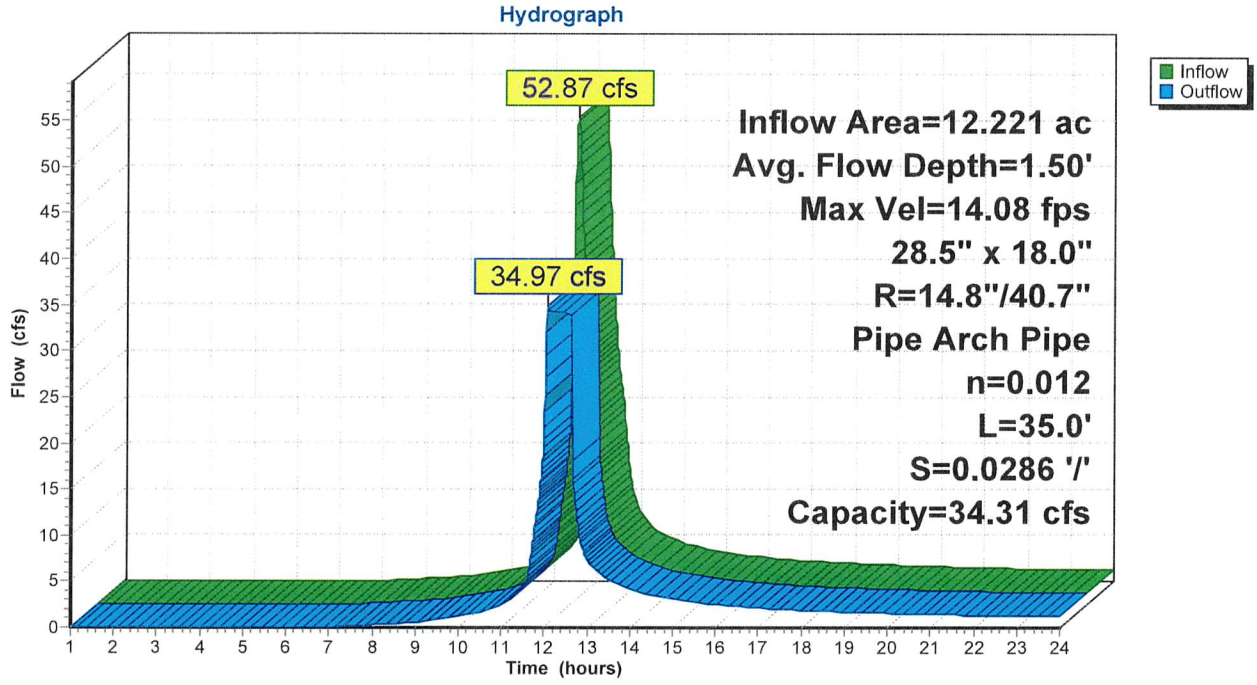
Inflow Area = 12.221 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 52.87 cfs @ 12.15 hrs, Volume= 5.008 af
Outflow = 34.97 cfs @ 12.05 hrs, Volume= 5.008 af, Atten= 34%, Lag= 0.0 min
Routed to Reach 32R : Ditch Lot 34/35

Routing by Stor-Ind+Trans method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Max. Velocity= 14.08 fps, Min. Travel Time= 0.0 min
Avg. Velocity = 6.01 fps, Avg. Travel Time= 0.1 min

Peak Storage= 98 cf @ 12.06 hrs
Average Depth at Peak Storage= 1.50'
Bank-Full Depth= 1.50' Flow Area= 2.8 sf, Capacity= 34.31 cfs

28.5" W x 18.0" H, R=14.8"/40.7" Pipe Arch Pipe
n= 0.012 Concrete pipe, finished
Length= 35.0' Slope= 0.0286 '/'
Inlet Invert= 142.40', Outlet Invert= 141.40'





Summary for Pond 7P: Pond

Inflow Area = 72.120 ac, 8.49% Impervious, Inflow Depth > 2.94" for 10-yr event
Inflow = 128.26 cfs @ 12.27 hrs, Volume= 17.689 af
Outflow = 16.59 cfs @ 14.16 hrs, Volume= 12.792 af, Atten= 87%, Lag= 113.3 min
Primary = 16.59 cfs @ 14.16 hrs, Volume= 12.792 af
Routed to Reach 24R : 30" Culvert
Secondary = 0.00 cfs @ 1.00 hrs, Volume= 0.000 af
Routed to Reach 24R : 30" Culvert

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Peak Elev= 115.90' @ 14.16 hrs Surf.Area= 4.316 ac Storage= 8.664 af

Plug-Flow detention time= 284.0 min calculated for 12.792 af (72% of inflow)
Center-of-Mass det. time= 174.8 min (1,051.2 - 876.4)

Volume	Invert	Avail.Storage	Storage Description
#1	113.70'	13.647 af	**Custom Stage Data (Irregular)** Listed below (Recalc)

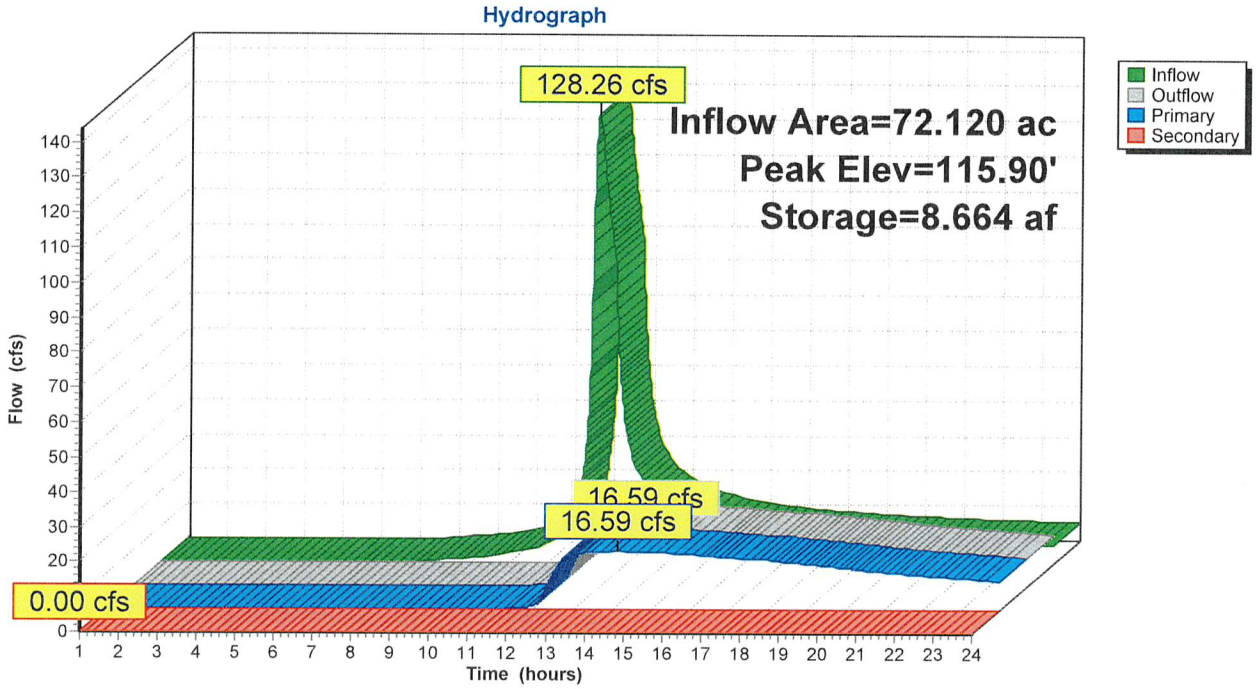
Elevation (feet)	Surf.Area (acres)	Perim. (feet)	Inc.Store (acre-feet)	Cum.Store (acre-feet)	Wet.Area (acres)
113.70	3.626	2,061.0	0.000	0.000	3.626
115.00	3.960	2,370.0	4.929	4.929	6.128
117.00	4.770	2,800.0	8.717	13.647	10.191

Device	Routing	Invert	Outlet Devices
#1	Primary	113.70'	**24.0" Round Culvert** L= 46.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 113.00' / 113.70' S= -0.0152 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf
#2	Secondary	116.10'	**10.0' long Sharp-Crested Rectangular Weir** 2 End Contraction(s) 1.1' Crest Height

Primary OutFlow Max=16.59 cfs @ 14.16 hrs HW=115.90' (Free Discharge)
↑—**1=Culvert** (Inlet Controls 16.59 cfs @ 5.28 fps)

Secondary OutFlow Max=0.00 cfs @ 1.00 hrs HW=113.70' (Free Discharge)
↑—**2=Sharp-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 7P: Pond


Hydrograph
128.26 cfs
Inflow Area=72.120 ac
Peak Elev=115.90'
Storage=8.664 af
16.59 cfs
16.59 cfs
0.00 cfs
Inflow
Outflow
Primary
Secondary
Flow (cfs)
0
10
20
30
40
50
60
70
80
90
100
110
120
130
140
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Time (hours)

Summary for Pond 9P: CI 1

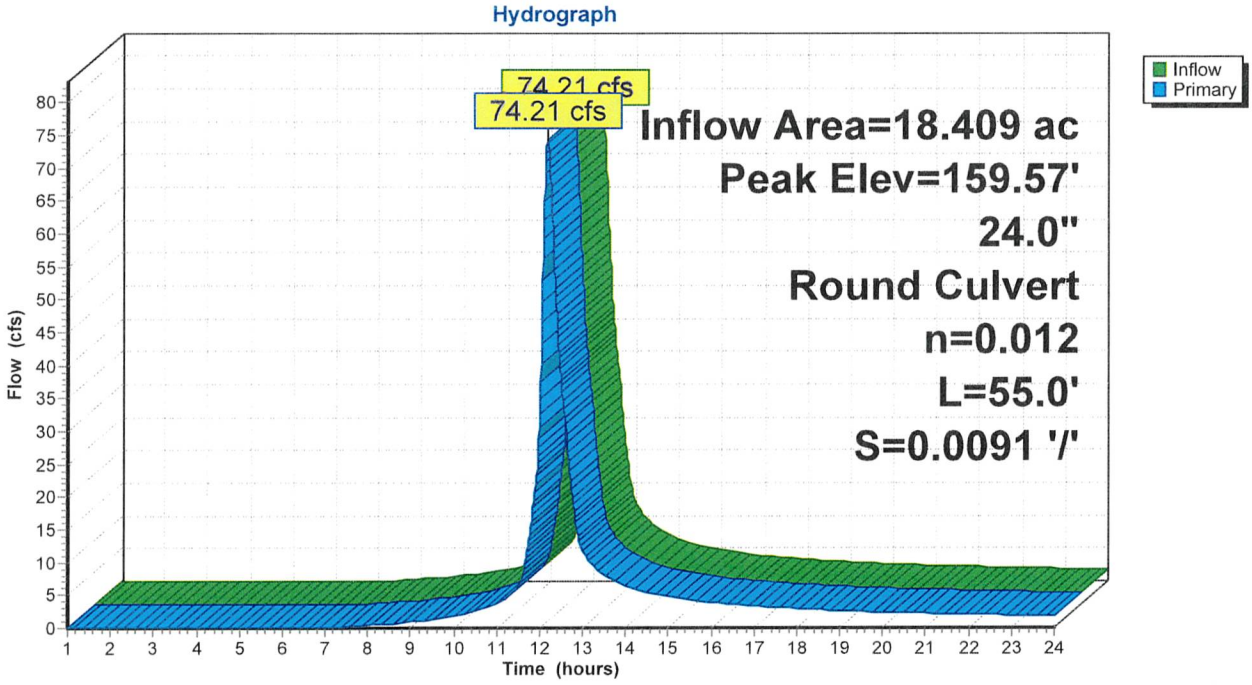
Inflow Area = 18.409 ac, 20.00% Impervious, Inflow Depth > 4.91" for 10-yr event
Inflow = 74.21 cfs @ 12.18 hrs, Volume= 7.535 af
Outflow = 74.21 cfs @ 12.18 hrs, Volume= 7.535 af, Atten= 0%, Lag= 0.0 min
Primary = 74.21 cfs @ 12.18 hrs, Volume= 7.535 af
Routed to Reach 27R : Ditch Across Lots 1-6

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Peak Elev= 159.57' @ 12.18 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	134.50'	**24.0" Round RCP_Round 24"** L= 55.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 134.50' / 134.00' S= 0.0091 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=74.17 cfs @ 12.18 hrs HW=159.54' (Free Discharge)
1=RCP_Round 24" (Inlet Controls 74.17 cfs @ 23.61 fps)

Pond 9P: CI 1



Summary for Pond 17P: CI 2

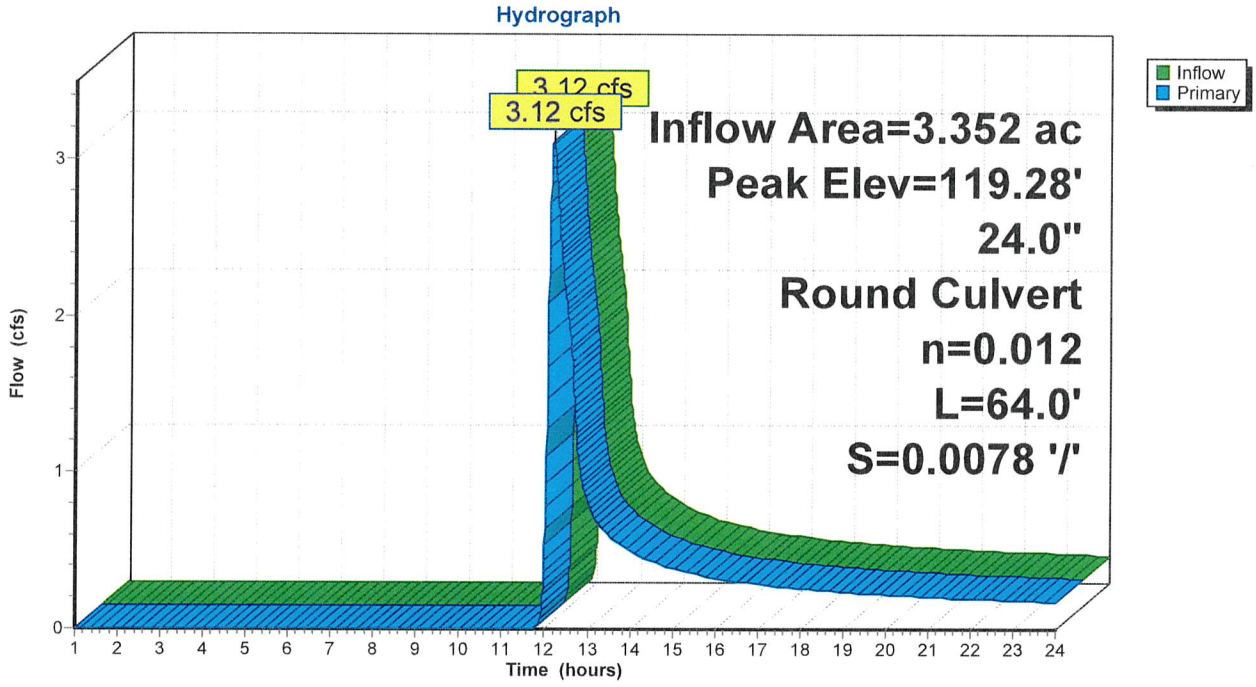
Inflow Area = 3.352 ac, 0.00% Impervious, Inflow Depth > 1.51" for 10-yr event
Inflow = 3.12 cfs @ 12.20 hrs, Volume= 0.422 af
Outflow = 3.12 cfs @ 12.20 hrs, Volume= 0.422 af, Atten= 0%, Lag= 0.0 min
Primary = 3.12 cfs @ 12.20 hrs, Volume= 0.422 af
Routed to Pond 7P : Pond

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Peak Elev= 119.28' @ 12.20 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	118.50'	**24.0" Round RCP_Round 24"** L= 64.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 118.50' / 118.00' S= 0.0078 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=3.12 cfs @ 12.20 hrs HW=119.28' (Free Discharge)
1=RCP_Round 24" (Barrel Controls 3.12 cfs @ 4.10 fps)

Pond 17P: CI 2



Summary for Pond 19P: NE Detention Pond

Inflow Area = 6.043 ac, 20.00% Impervious, Inflow Depth > 4.92" for 10-yr event
Inflow = 28.47 cfs @ 12.11 hrs, Volume= 2.480 af
Outflow = 12.59 cfs @ 12.39 hrs, Volume= 2.466 af, Atten= 56%, Lag= 16.7 min
Primary = 12.59 cfs @ 12.39 hrs, Volume= 2.466 af
Secondary = 0.00 cfs @ 1.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 1.00-24.00 hrs, dt= 0.01 hrs
Peak Elev= 141.69' @ 12.39 hrs Surf.Area= 9,625 sf Storage= 21,767 cf

Plug-Flow detention time= 22.8 min calculated for 2.465 af (99% of inflow)
Center-of-Mass det. time= 19.5 min (860.4 - 840.9)

Volume	Invert	Avail.Storage	Storage Description
#1	139.00'	35,452 cf	**Custom Stage Data (Irregular)** Listed below (Recalc)

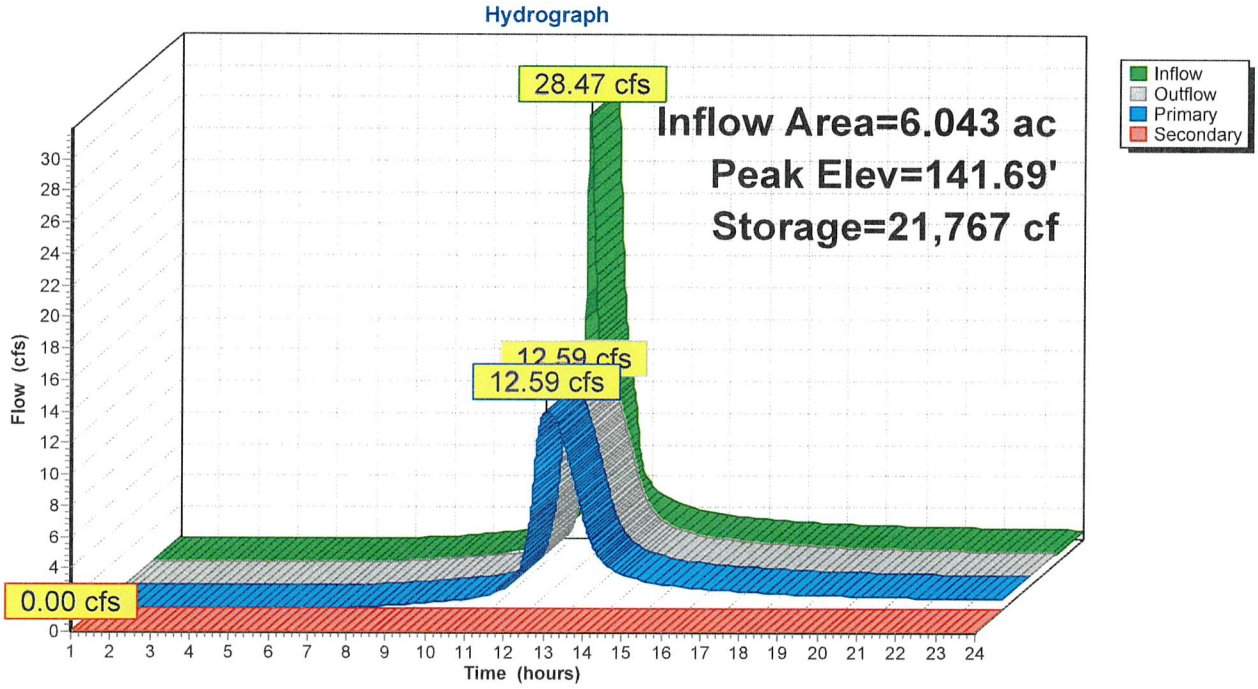
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
139.00	6,654	337.0	0	0	6,654
140.00	7,701	360.0	7,171	7,171	7,976
141.00	8,817	384.0	8,253	15,424	9,445
142.00	10,003	407.0	9,404	24,828	10,946
143.00	11,259	430.0	10,625	35,452	12,534

Device	Routing	Invert	Outlet Devices
#1	Primary	138.75'	**18.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads
#2	Secondary	142.75'	**3.0' long x 0.50' rise Sharp-Crested Rectangular Weir X 4.00** 2 End Contraction(s) 2.0' Crest Height

Primary OutFlow Max=12.59 cfs @ 12.39 hrs HW=141.69' (Free Discharge)
↑**1=Orifice/Grate** (Orifice Controls 12.59 cfs @ 7.12 fps)

Secondary OutFlow Max=0.00 cfs @ 1.00 hrs HW=139.00' (Free Discharge)
↑**2=Sharp-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 19P: NE Detention Pond



Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	50-yr	MS Gulf Coast	50-yr	Default	24.00	1	12.60	2

Summary for Subcatchment 5S: Area A

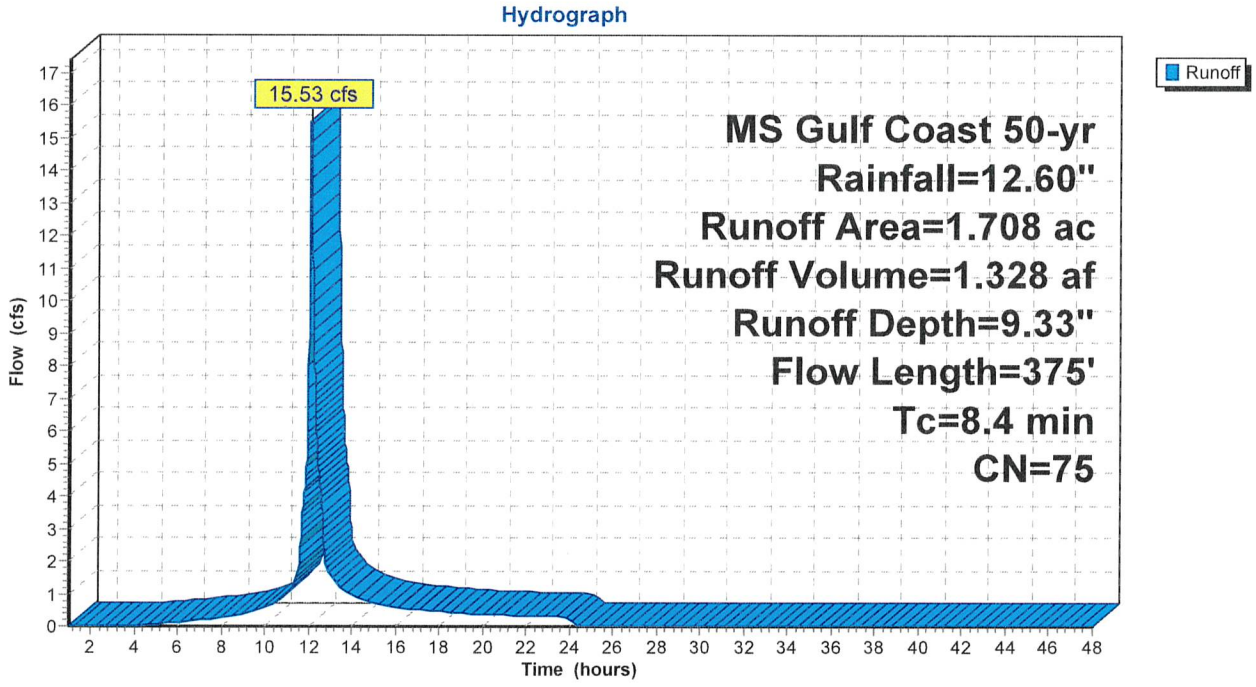
Runoff = 15.53 cfs @ 12.07 hrs, Volume= 1.328 af, Depth= 9.33"
Routed to Pond 35P : CI 4

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.708	75	1/4 acre lots, 38% imp, HSG B
1.059		62.00% Pervious Area
0.649		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.2	300	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.4	375	Total			

Subcatchment 5S: Area A



Summary for Subcatchment 36S: Area B

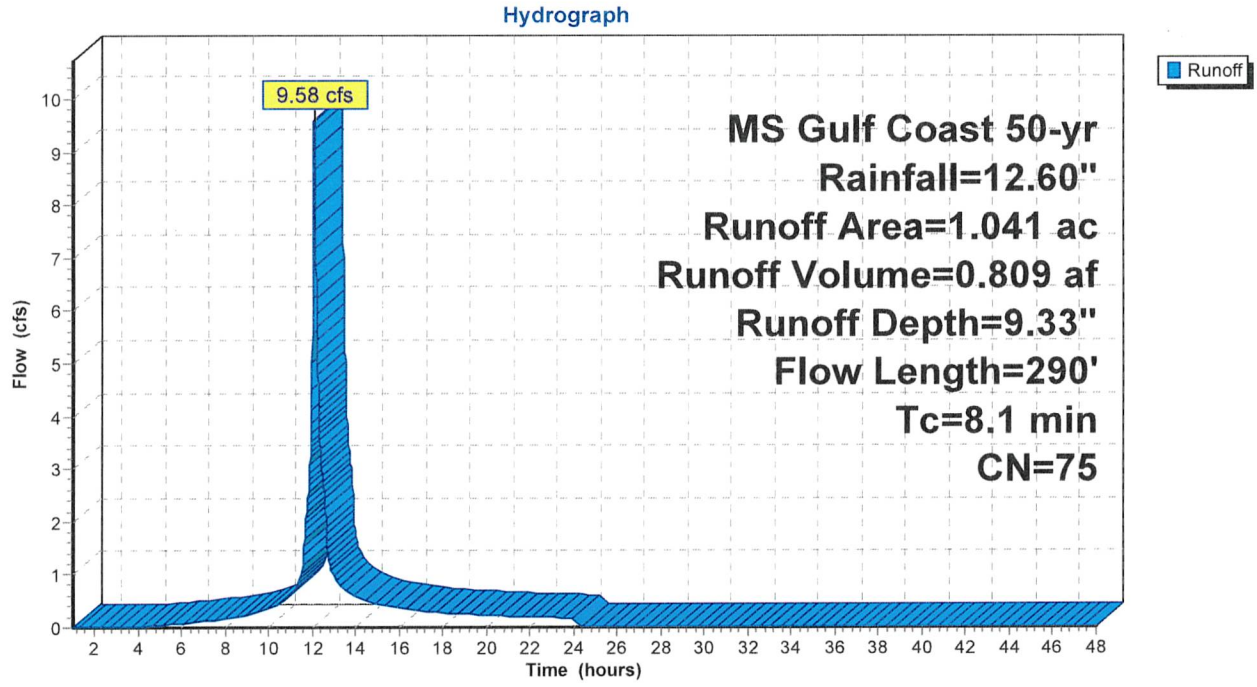
Runoff = 9.58 cfs @ 12.06 hrs, Volume= 0.809 af, Depth= 9.33"
Routed to Pond 34P : CI 5

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.041	75	1/4 acre lots, 38% imp, HSG B
0.645		62.00% Pervious Area
0.396		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.9	215	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.1	290	Total			

Subcatchment 36S: Area B



Summary for Subcatchment 37S: Area F1

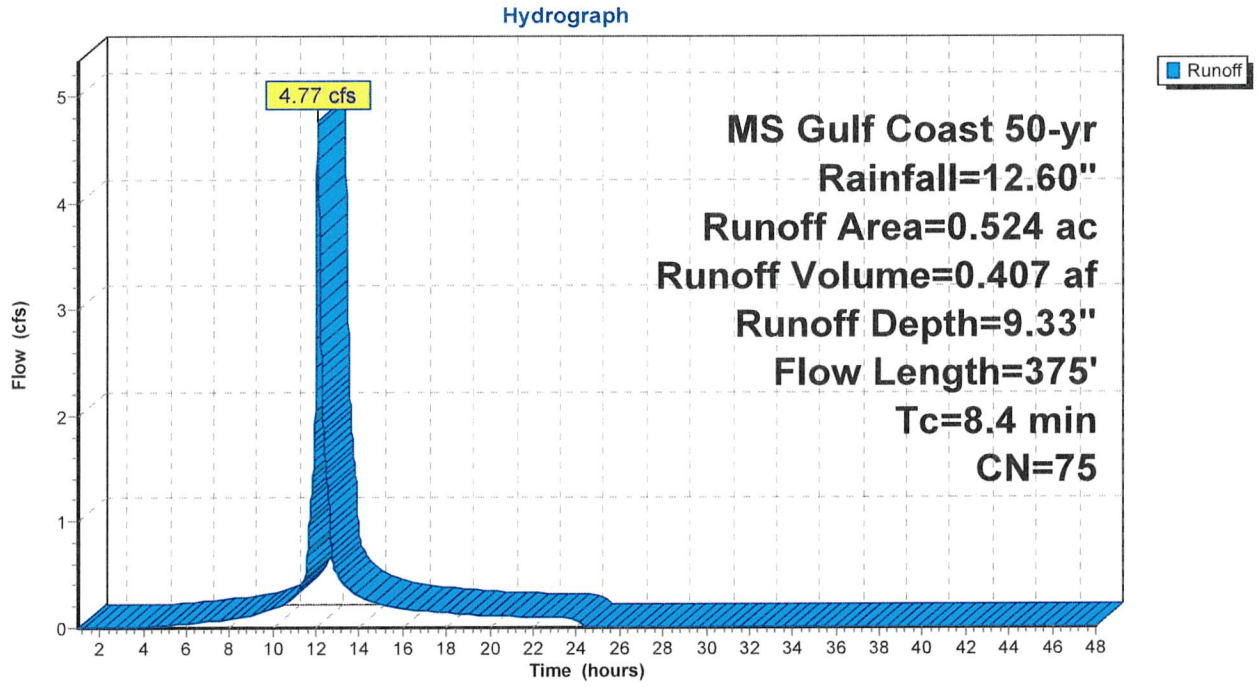
Runoff = 4.77 cfs @ 12.07 hrs, Volume= 0.407 af, Depth= 9.33"
Routed to Pond 32P : CI 3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.524	75	1/4 acre lots, 38% imp, HSG B
0.325		62.00% Pervious Area
0.199		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.2	300	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.4	375	Total			

Subcatchment 37S: Area F1



Summary for Subcatchment 38S: Area F

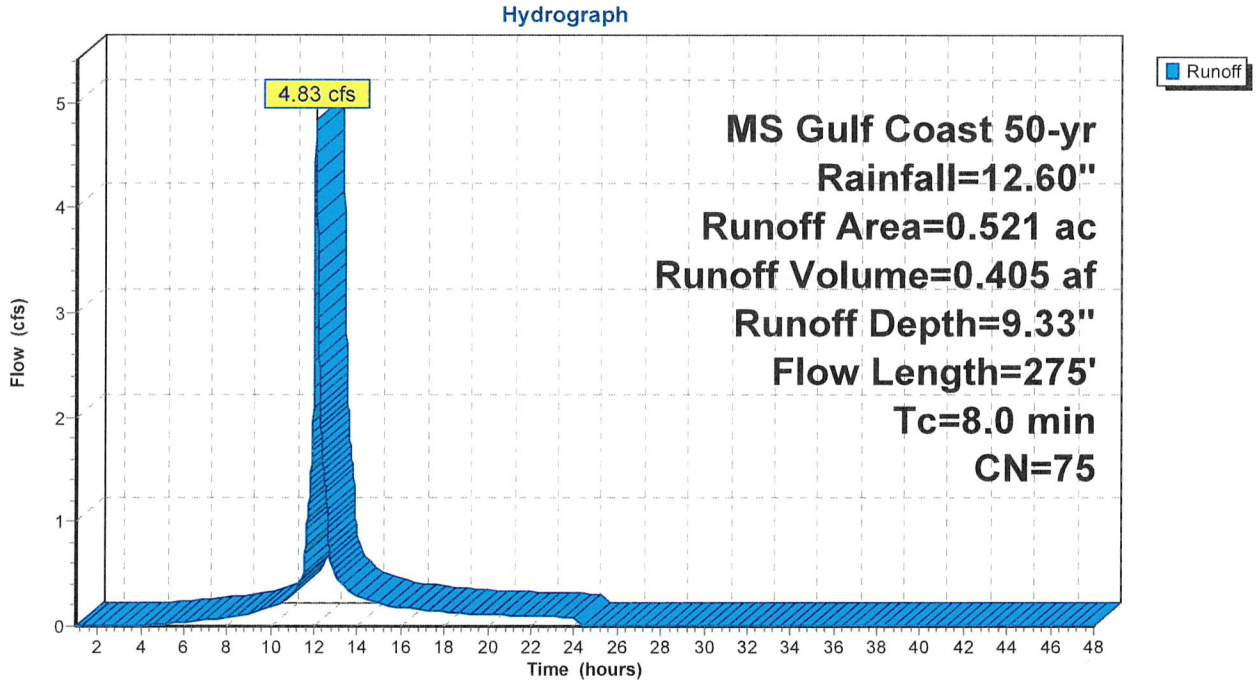
Runoff = 4.83 cfs @ 12.06 hrs, Volume= 0.405 af, Depth= 9.33"
Routed to Pond 33P : CI 10

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.521	75	1/4 acre lots, 38% imp, HSG B
0.323		62.00% Pervious Area
0.198		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.8	200	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.0	275	Total			

Subcatchment 38S: Area F



Summary for Subcatchment 39S: Area C

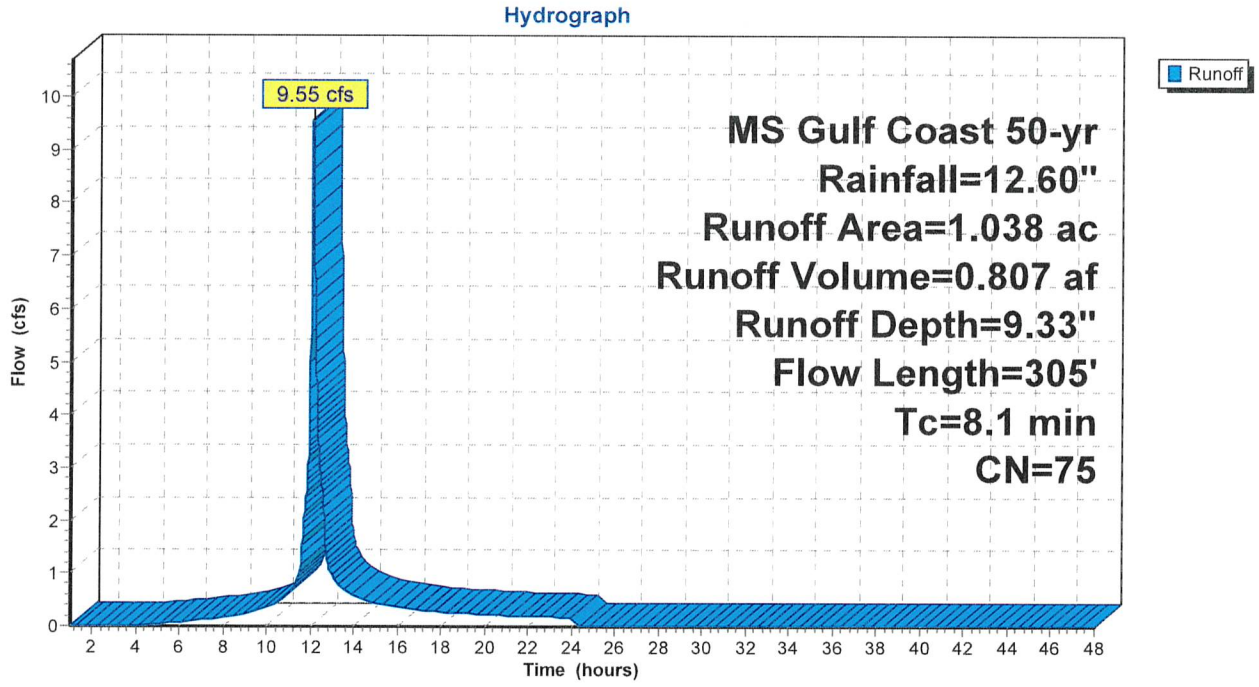
Runoff = 9.55 cfs @ 12.06 hrs, Volume= 0.807 af, Depth= 9.33"
Routed to Pond 31P : CI 9

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.038	75	1/4 acre lots, 38% imp, HSG B
0.644		62.00% Pervious Area
0.394		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.9	230	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.1	305	Total			

Subcatchment 39S: Area C



Summary for Subcatchment 40S: Area D

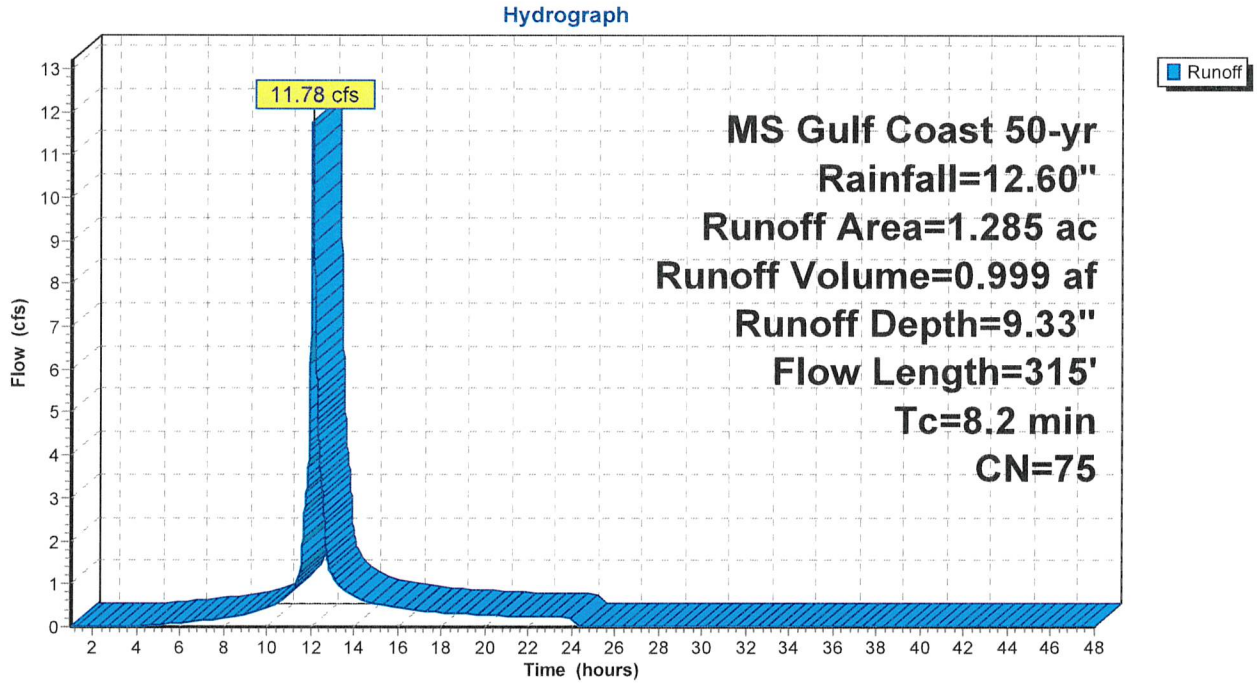
Runoff = 11.78 cfs @ 12.06 hrs, Volume= 0.999 af, Depth= 9.33"
Routed to Pond 30P : CI 8

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
1.285	75	1/4 acre lots, 38% imp, HSG B
0.797		62.00% Pervious Area
0.488		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
1.0	240	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.2	315	Total			

Subcatchment 40S: Area D



Summary for Subcatchment 41S: Area K

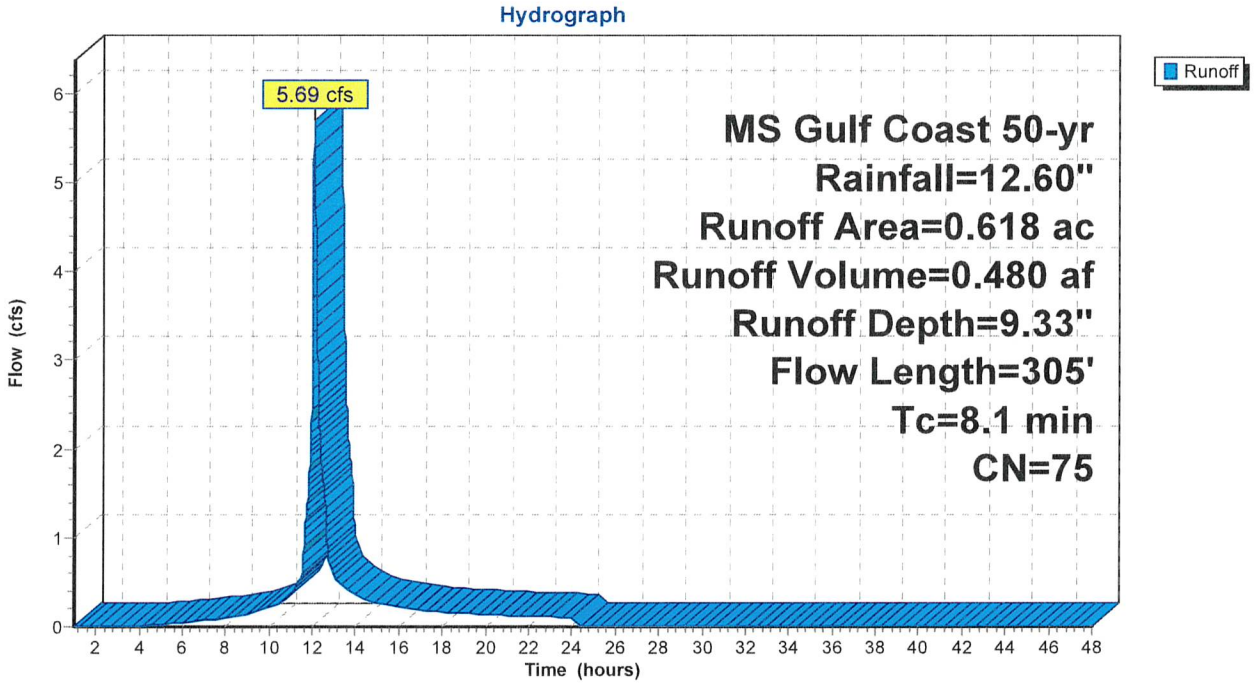
Runoff = 5.69 cfs @ 12.06 hrs, Volume= 0.480 af, Depth= 9.33"
Routed to Pond 28P : CI 6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.618	75	1/4 acre lots, 38% imp, HSG B
0.383		62.00% Pervious Area
0.235		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.9	230	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
8.1	305	Total			

Subcatchment 41S: Area K



Summary for Subcatchment 42S: Area J

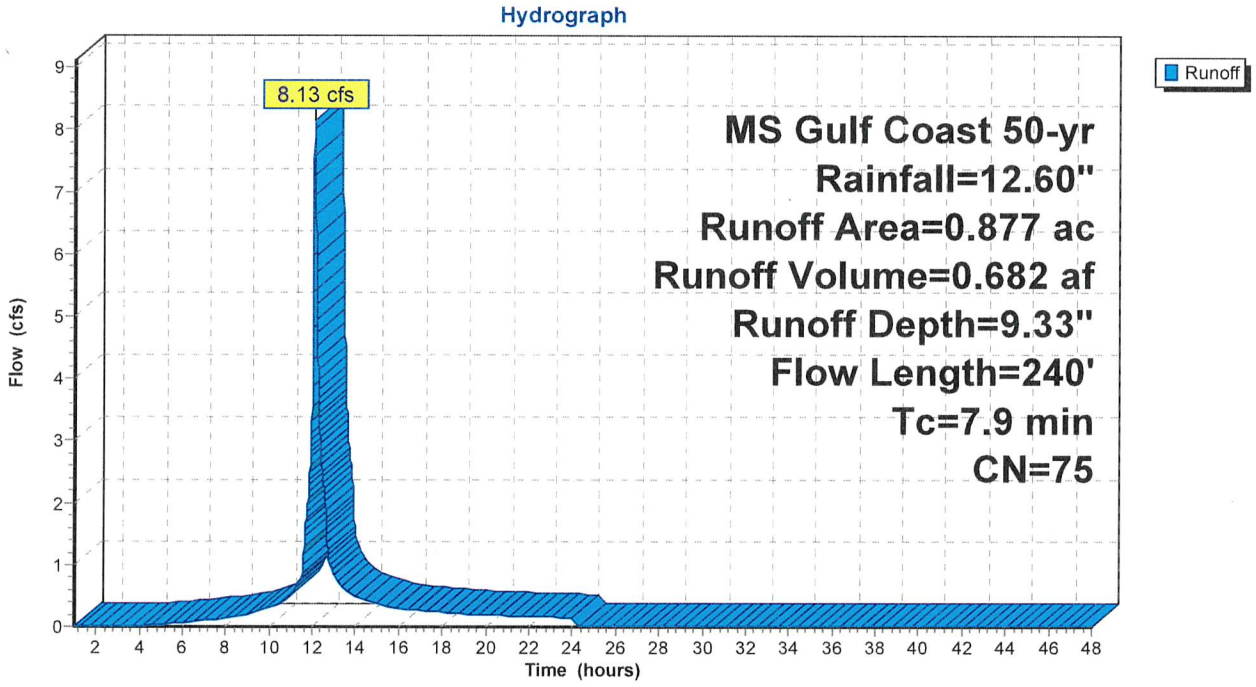
Runoff = 8.13 cfs @ 12.06 hrs, Volume= 0.682 af, Depth= 9.33"
Routed to Pond 27P : CI 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.877	75	1/4 acre lots, 38% imp, HSG B
0.544		62.00% Pervious Area
0.333		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.7	165	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
7.9	240	Total			

Subcatchment 42S: Area J



Summary for Subcatchment 43S: Area I

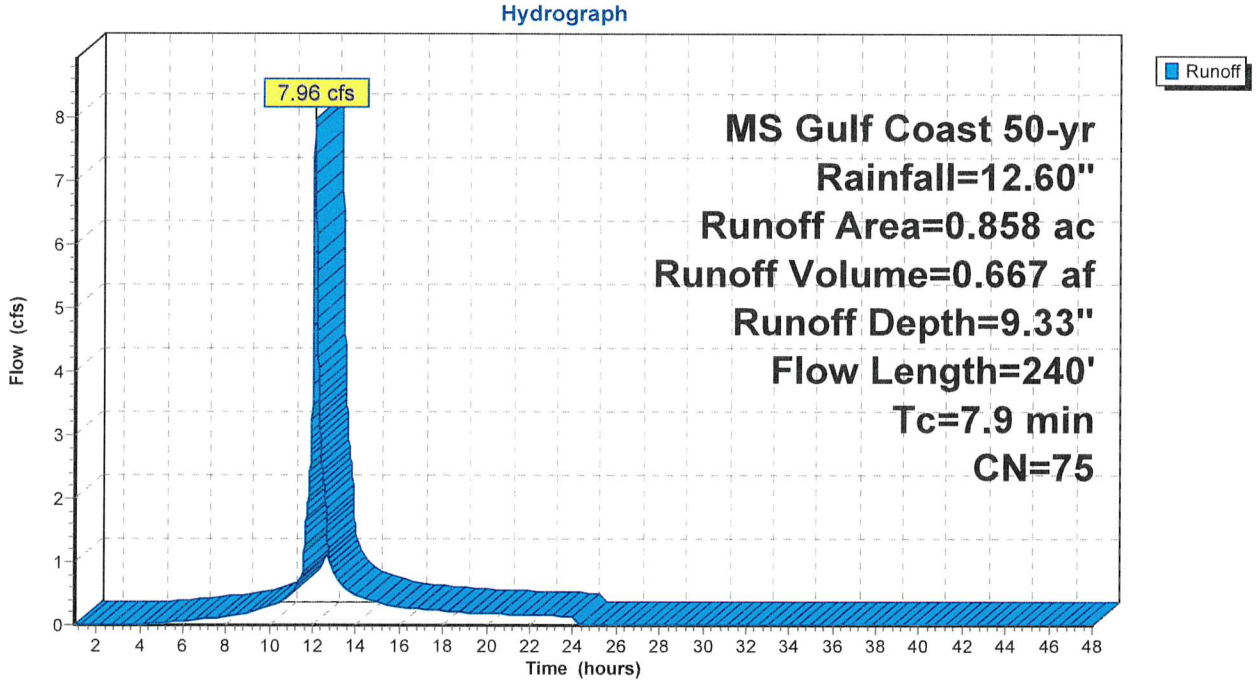
Runoff = 7.96 cfs @ 12.06 hrs, Volume= 0.667 af, Depth= 9.33"
Routed to Pond 17P : CI 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
0.858	75	1/4 acre lots, 38% imp, HSG B
0.532		62.00% Pervious Area
0.326		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
7.2	75	0.0500	0.17		**Sheet Flow,** Grass: Dense n= 0.240 P2= 3.81"
0.7	165	0.0400	4.06		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
7.9	240	Total			

Subcatchment 43S: Area I



Summary for Subcatchment 44S: eXISTING

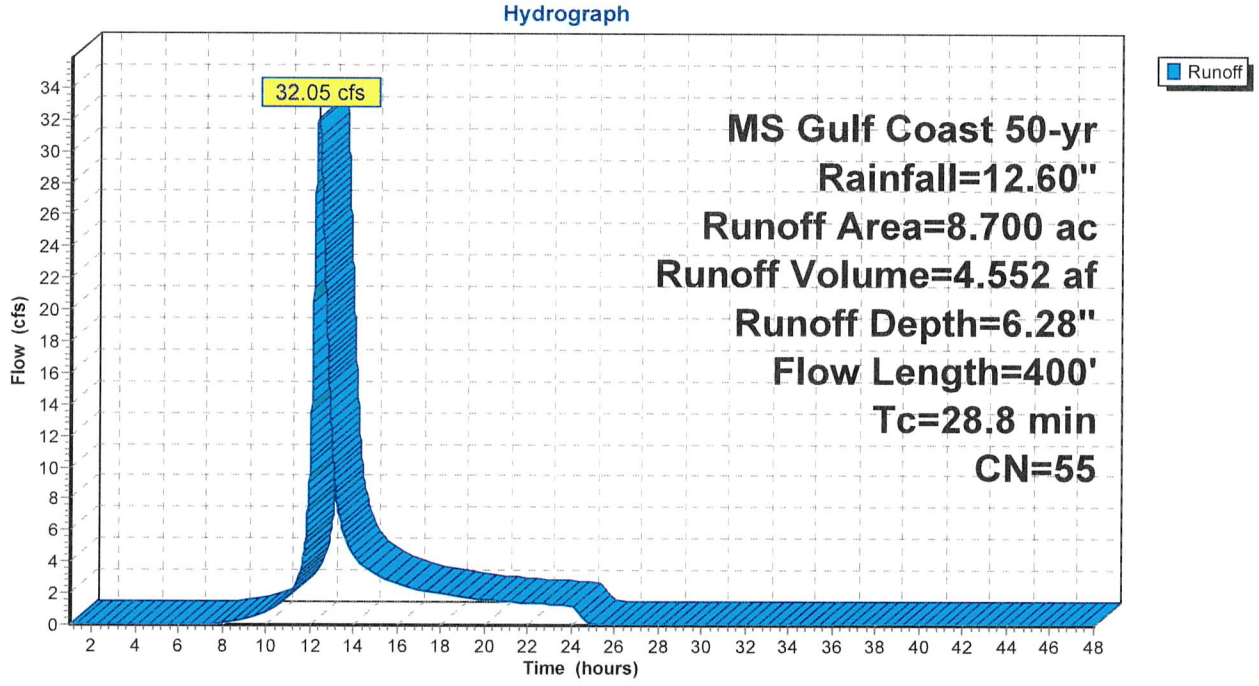
Runoff = 32.05 cfs @ 12.36 hrs, Volume= 4.552 af, Depth= 6.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
MS Gulf Coast 50-yr Rainfall=12.60"

Area (ac)	CN	Description
8.700	55	Woods, Good, HSG B
8.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
23.8	100	0.0500	0.07		**Sheet Flow,** Woods: Dense underbrush n= 0.800 P2= 3.81"
5.0	300	0.0400	1.00		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
28.8	400	Total			

Subcatchment 44S: eXISTING



Summary for Pond 7P: Pond

Inflow Area = 8.470 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 77.77 cfs @ 12.06 hrs, Volume= 6.584 af
Outflow = 31.85 cfs @ 12.29 hrs, Volume= 6.415 af, Atten= 59%, Lag= 13.6 min
Primary = 31.63 cfs @ 12.29 hrs, Volume= 6.414 af
Routed to nonexistent node 24R
Secondary = 0.23 cfs @ 12.29 hrs, Volume= 0.001 af
Routed to nonexistent node 24R

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 20.03' @ 12.29 hrs Surf.Area= 20,998 sf Storage= 69,635 cf

Plug-Flow detention time= 74.5 min calculated for 6.414 af (97% of inflow)
Center-of-Mass det. time= 59.2 min (869.0 - 809.8)

Volume	Invert	Avail.Storage	Storage Description
#1	16.00'	91,020 cf	**Custom Stage Data (Irregular)** Listed below (Recalc)

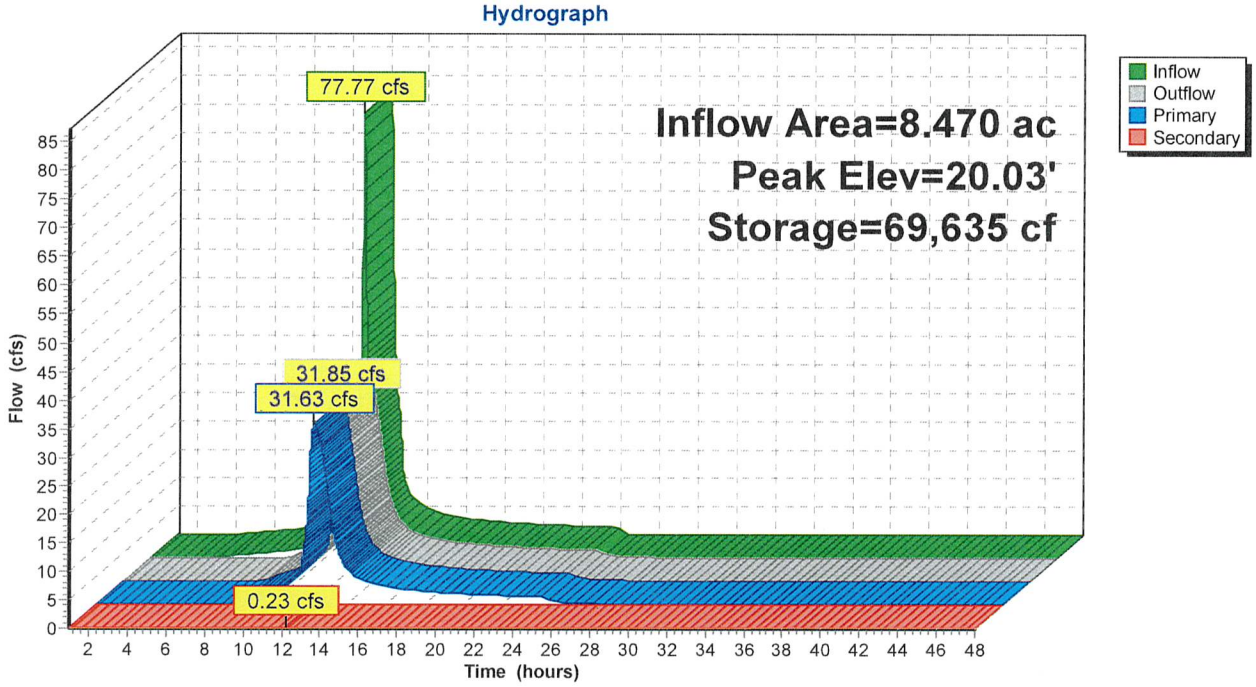
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
16.00	13,816	540.0	0	0	13,816
17.00	15,476	567.0	14,638	14,638	16,258
18.00	17,218	594.0	16,339	30,977	18,819
19.00	19,042	622.0	18,122	49,100	21,596
20.00	20,947	649.0	19,987	69,087	24,400
21.00	22,935	676.0	21,933	91,020	27,323

Device	Routing	Invert	Outlet Devices
#1	Secondary	20.00'	**3.0' long x 0.50' rise Sharp-Crested Rectangular Weir X 4.00** 2 End Contraction(s) 3.0' Crest Height
#2	Primary	16.50'	**28.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=31.63 cfs @ 12.29 hrs HW=20.03' (Free Discharge)
↑—**2=Orifice/Grate** (Orifice Controls 31.63 cfs @ 7.40 fps)

Secondary OutFlow Max=0.17 cfs @ 12.29 hrs HW=20.03' (Free Discharge)
↑—**1=Sharp-Crested Rectangular Weir** (Weir Controls 0.17 cfs @ 0.53 fps)

Pond 7P: Pond


Hydrograph
77.77 cfs
31.85 cfs
31.63 cfs
0.23 cfs
Inflow Area=8.470 ac
Peak Elev=20.03'
Storage=69,635 cf
Inflow
Outflow
Primary
Secondary
Flow (cfs)
Time (hours)

Summary for Pond 17P: CI 1

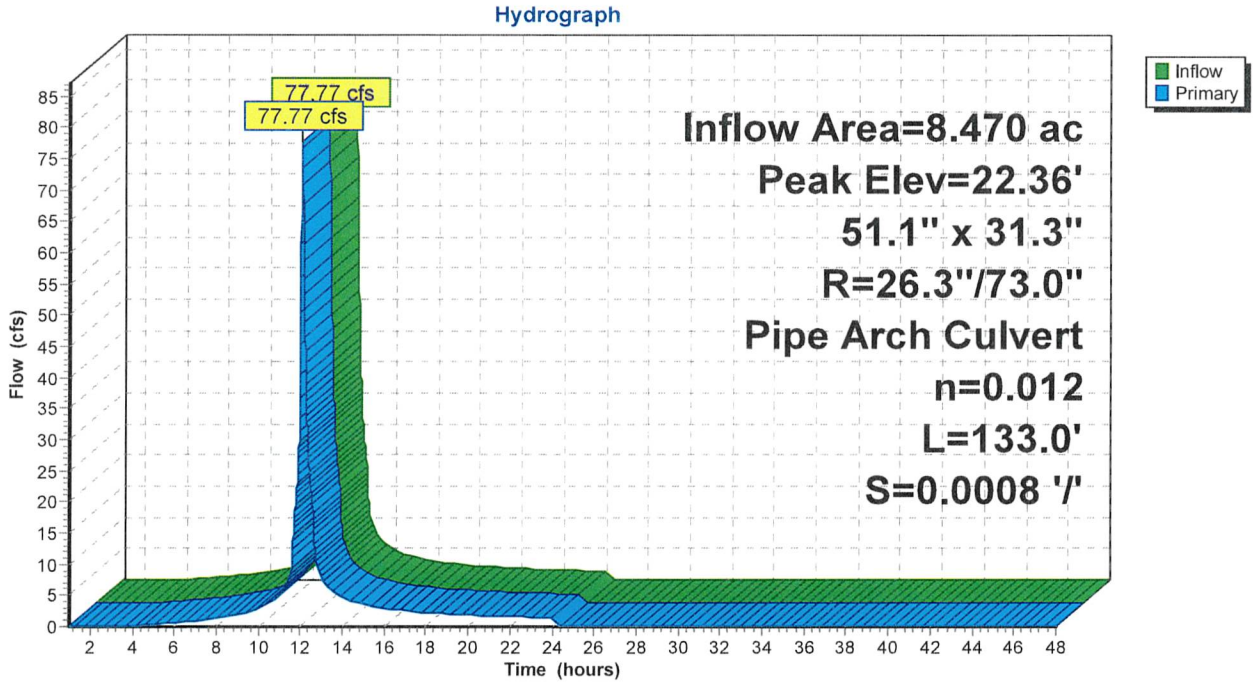
Inflow Area = 8.470 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 77.77 cfs @ 12.06 hrs, Volume= 6.584 af
Outflow = 77.77 cfs @ 12.06 hrs, Volume= 6.584 af, Atten= 0%, Lag= 0.0 min
Primary = 77.77 cfs @ 12.06 hrs, Volume= 6.584 af
Routed to Pond 7P : Pond

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 22.36' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	17.00'	**51.1" W x 31.3" H, R=26.3"/73.0" Pipe Arch RCP_Arch 52x32** L= 133.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 17.00' / 16.90' S= 0.0008 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 8.65 sf

Primary OutFlow Max=77.65 cfs @ 12.06 hrs HW=22.35' (Free Discharge)
↑—**1=RCP_Arch 52x32** (Barrel Controls 77.65 cfs @ 8.97 fps)

Pond 17P: CI 1



Summary for Pond 27P: CI 2

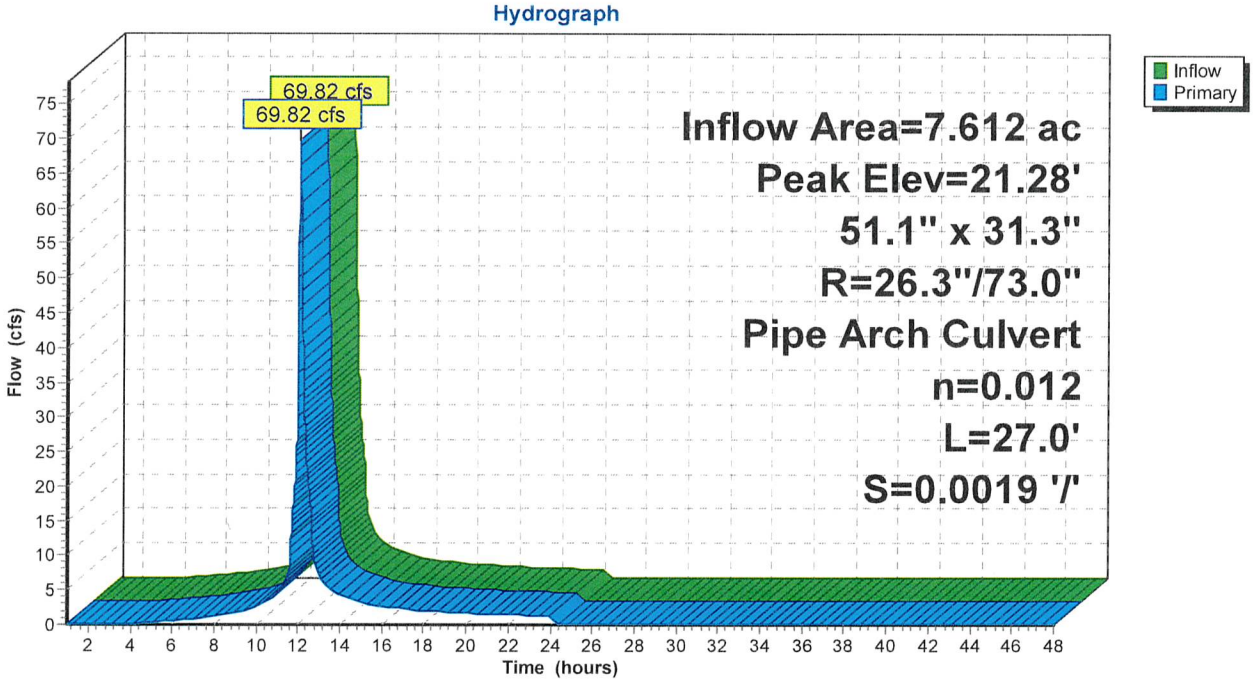
Inflow Area = 7.612 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 69.82 cfs @ 12.06 hrs, Volume= 5.917 af
Outflow = 69.82 cfs @ 12.06 hrs, Volume= 5.917 af, Atten= 0%, Lag= 0.0 min
Primary = 69.82 cfs @ 12.06 hrs, Volume= 5.917 af
Routed to Pond 17P : CI 1

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 21.28' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	17.05'	**51.1" W x 31.3" H, R=26.3"/73.0" Pipe Arch RCP_Arch 52x32** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 17.05' / 17.00' S= 0.0019 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 8.65 sf

Primary OutFlow Max=69.70 cfs @ 12.06 hrs HW=21.28' (Free Discharge)
↑—1=RCP_Arch 52x32 (Barrel Controls 69.70 cfs @ 8.06 fps)

Pond 27P: CI 2



Summary for Pond 28P: CI 6

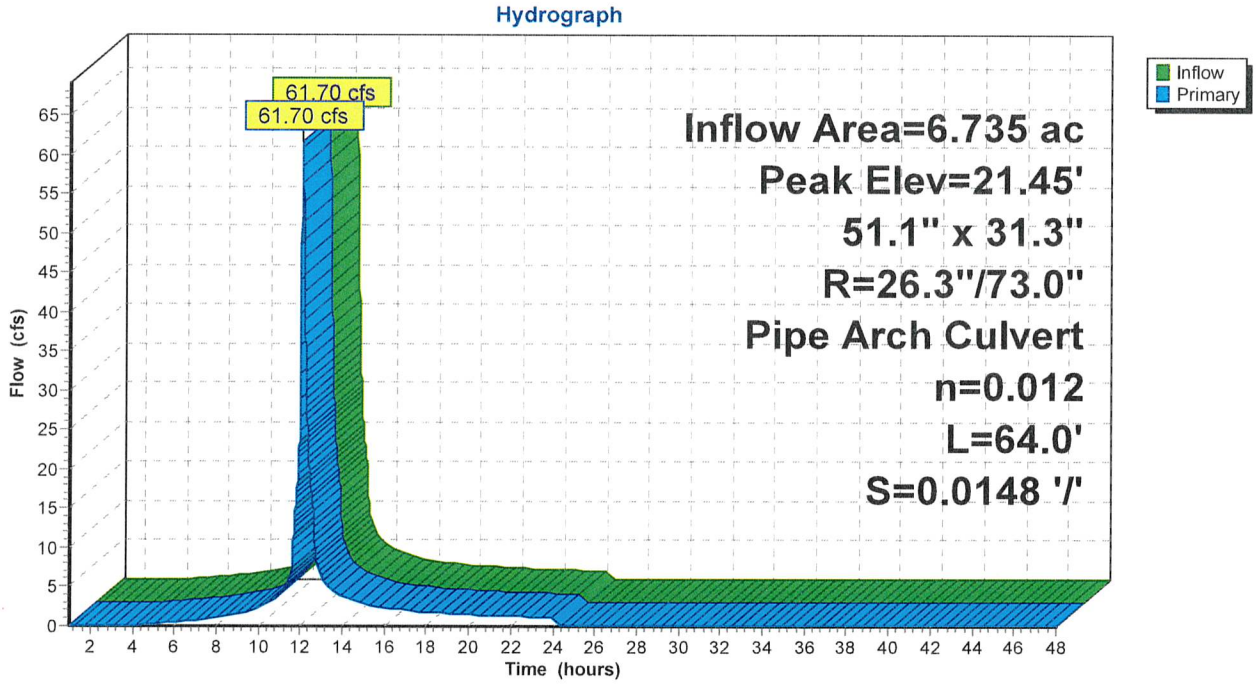
Inflow Area = 6.735 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 61.70 cfs @ 12.06 hrs, Volume= 5.235 af
Outflow = 61.70 cfs @ 12.06 hrs, Volume= 5.235 af, Atten= 0%, Lag= 0.0 min
Primary = 61.70 cfs @ 12.06 hrs, Volume= 5.235 af
Routed to Pond 27P : CI 2

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 21.45' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**51.1" W x 31.3" H, R=26.3"/73.0" Pipe Arch RCP_Arch 52x32** L= 64.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 18.00' / 17.05' S= 0.0148 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 8.65 sf

Primary OutFlow Max=61.58 cfs @ 12.06 hrs HW=21.44' (Free Discharge)
↑—**1=RCP_Arch 52x32** (Inlet Controls 61.58 cfs @ 7.12 fps)

Pond 28P: CI 6



Summary for Pond 29P: JB 7

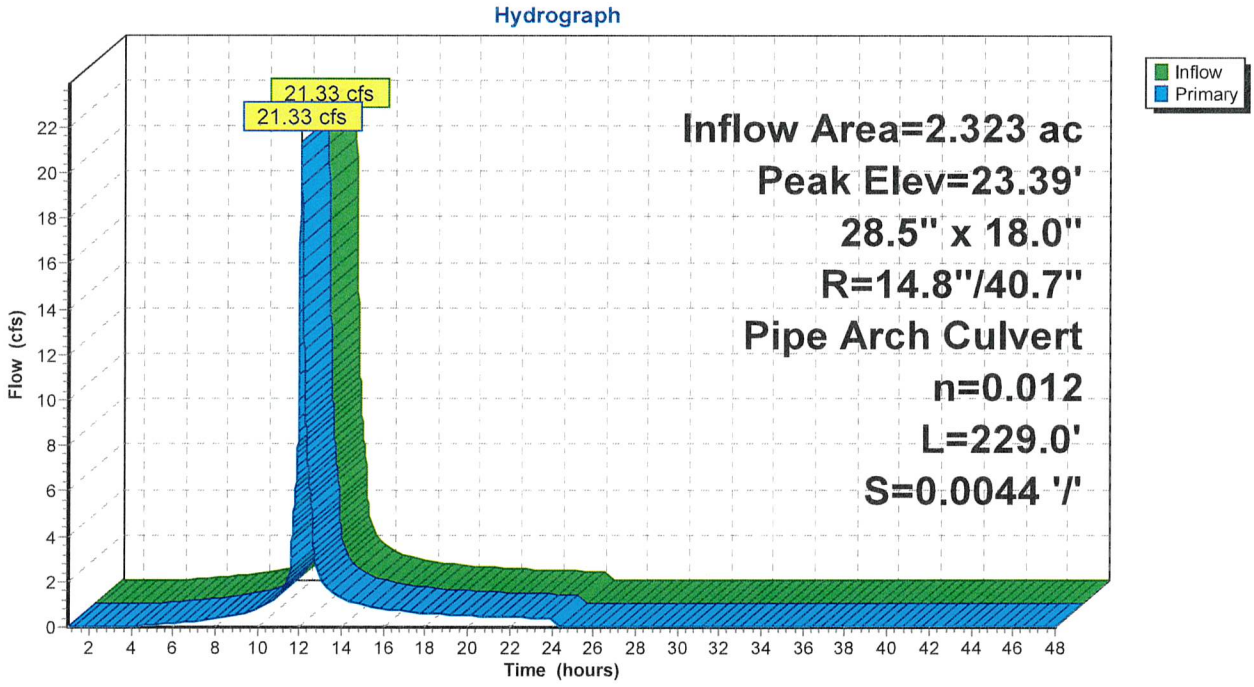
Inflow Area = 2.323 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af
Outflow = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af, Atten= 0%, Lag= 0.0 min
Primary = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af
Routed to Pond 28P : CI 6

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 23.39' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.00'	**28.5" W x 18.0" H, R=14.8"/40.7" Pipe Arch RCP_Arch 29x18** L= 229.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.00' / 18.00' S= 0.0044 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 2.79 sf

Primary OutFlow Max=21.29 cfs @ 12.06 hrs HW=23.38' (Free Discharge)
↑—**1=RCP_Arch 29x18** (Barrel Controls 21.29 cfs @ 7.62 fps)

Pond 29P: JB 7



Summary for Pond 30P: CI 8

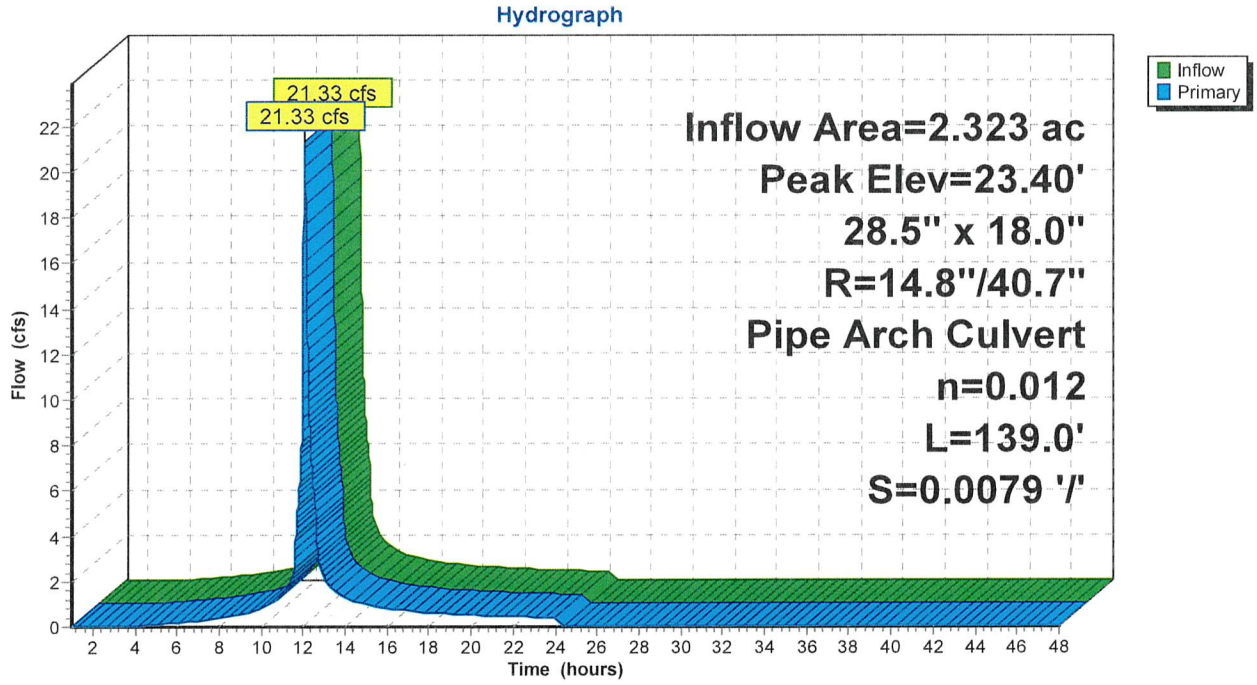
Inflow Area = 2.323 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af
Outflow = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af, Atten= 0%, Lag= 0.0 min
Primary = 21.33 cfs @ 12.06 hrs, Volume= 1.806 af
Routed to Pond 29P : JB 7

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 23.40' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.10'	**28.5" W x 18.0" H, R=14.8"/40.7" Pipe Arch RCP_Arch 29x18** L= 139.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.10' / 19.00' S= 0.0079 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 2.79 sf

Primary OutFlow Max=21.29 cfs @ 12.06 hrs HW=23.39' (Free Discharge)
1=RCP_Arch 29x18 (Barrel Controls 21.29 cfs @ 7.62 fps)

Pond 30P: CI 8



Summary for Pond 31P: CI 9

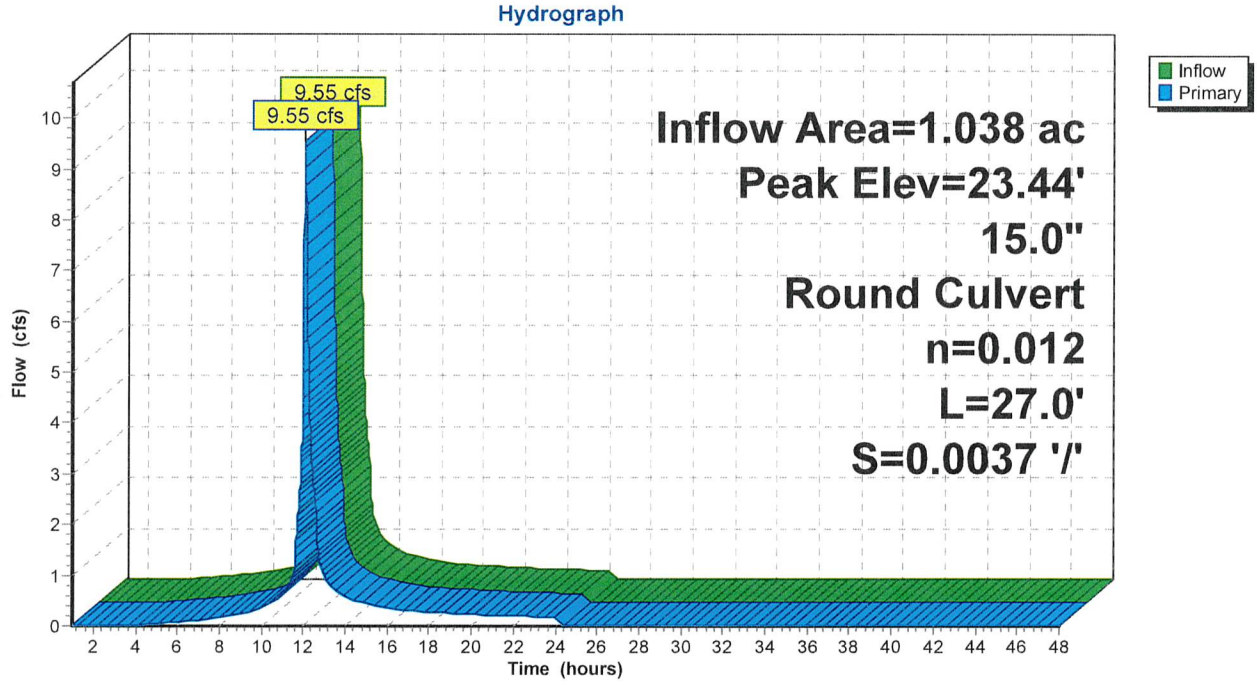
Inflow Area = 1.038 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 9.55 cfs @ 12.06 hrs, Volume= 0.807 af
Outflow = 9.55 cfs @ 12.06 hrs, Volume= 0.807 af, Atten= 0%, Lag= 0.0 min
Primary = 9.55 cfs @ 12.06 hrs, Volume= 0.807 af
Routed to Pond 30P : CI 8

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 23.44' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.20'	**15.0" Round RCP_Round 15"** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.20' / 20.10' S= 0.0037 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=9.54 cfs @ 12.06 hrs HW=23.43' (Free Discharge)
1=RCP_Round 15" (Inlet Controls 9.54 cfs @ 7.77 fps)

Pond 31P: CI 9



Summary for Pond 32P: CI 3

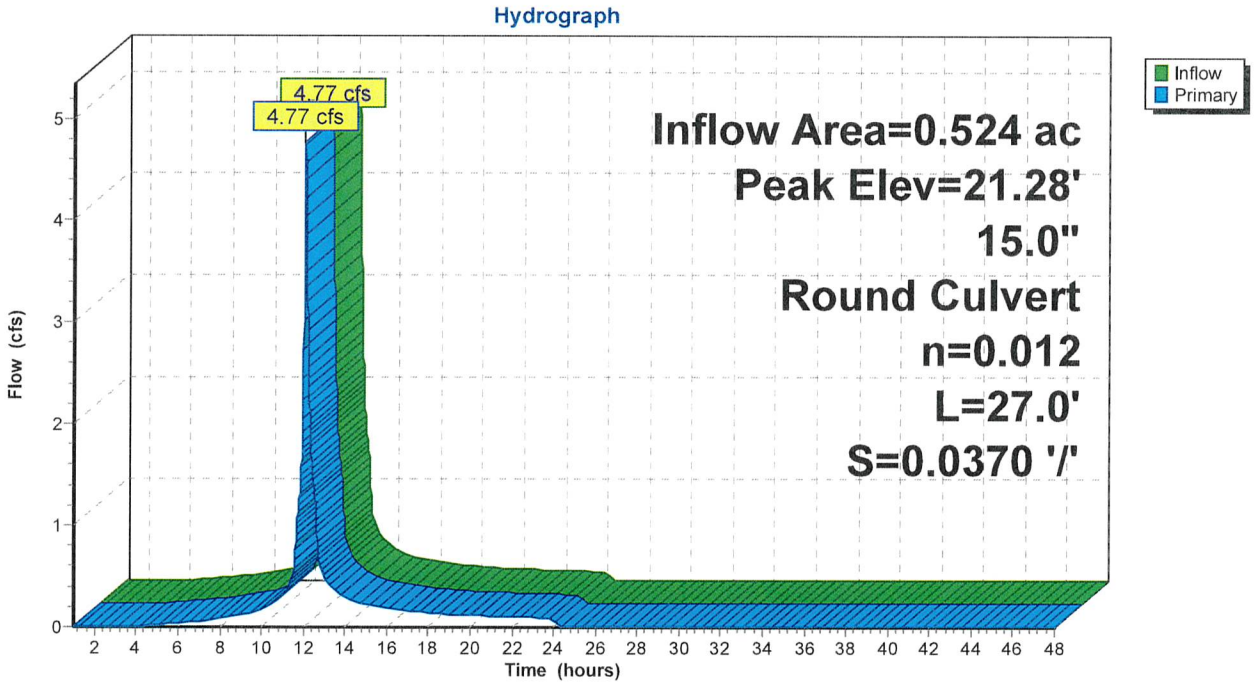
Inflow Area = 0.524 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 4.77 cfs @ 12.07 hrs, Volume= 0.407 af
Outflow = 4.77 cfs @ 12.07 hrs, Volume= 0.407 af, Atten= 0%, Lag= 0.0 min
Primary = 4.77 cfs @ 12.07 hrs, Volume= 0.407 af
Routed to Pond 33P : CI 10

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 21.28' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.00'	**15.0" Round RCP_Round 15"** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.00' / 19.00' S= 0.0370 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=4.76 cfs @ 12.07 hrs HW=21.27' (Free Discharge)
↑—**1=RCP_Round 15"** (Inlet Controls 4.76 cfs @ 3.87 fps)

Pond 32P: CI 3



Summary for Pond 33P: CI 10

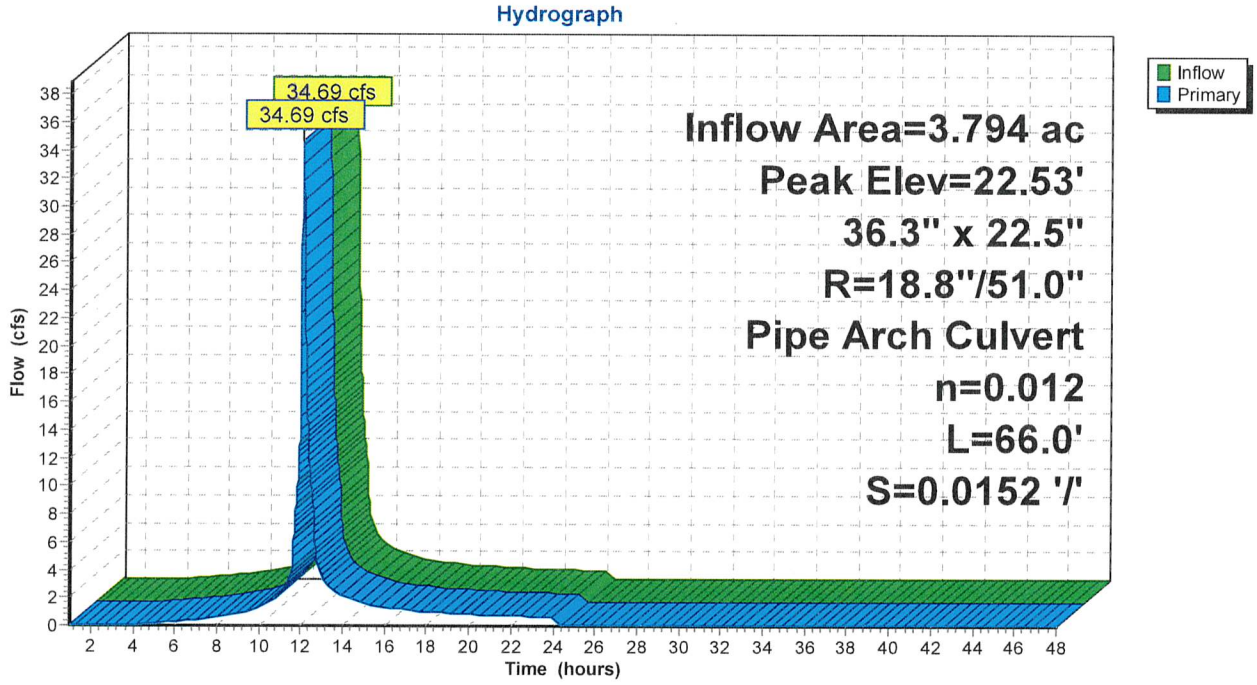
Inflow Area = 3.794 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 34.69 cfs @ 12.06 hrs, Volume= 2.949 af
Outflow = 34.69 cfs @ 12.06 hrs, Volume= 2.949 af, Atten= 0%, Lag= 0.0 min
Primary = 34.69 cfs @ 12.06 hrs, Volume= 2.949 af
Routed to Pond 28P : CI 6

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 22.53' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.00'	**36.3" W x 22.5" H, R=18.8"/51.0" Pipe Arch RCP_Arch 37x23** L= 66.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.00' / 18.00' S= 0.0152 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.43 sf

Primary OutFlow Max=34.62 cfs @ 12.06 hrs HW=22.52' (Free Discharge)
↑—**1=RCP_Arch 37x23** (Inlet Controls 34.62 cfs @ 7.81 fps)

Pond 33P: CI 10



Summary for Pond 34P: CI 5

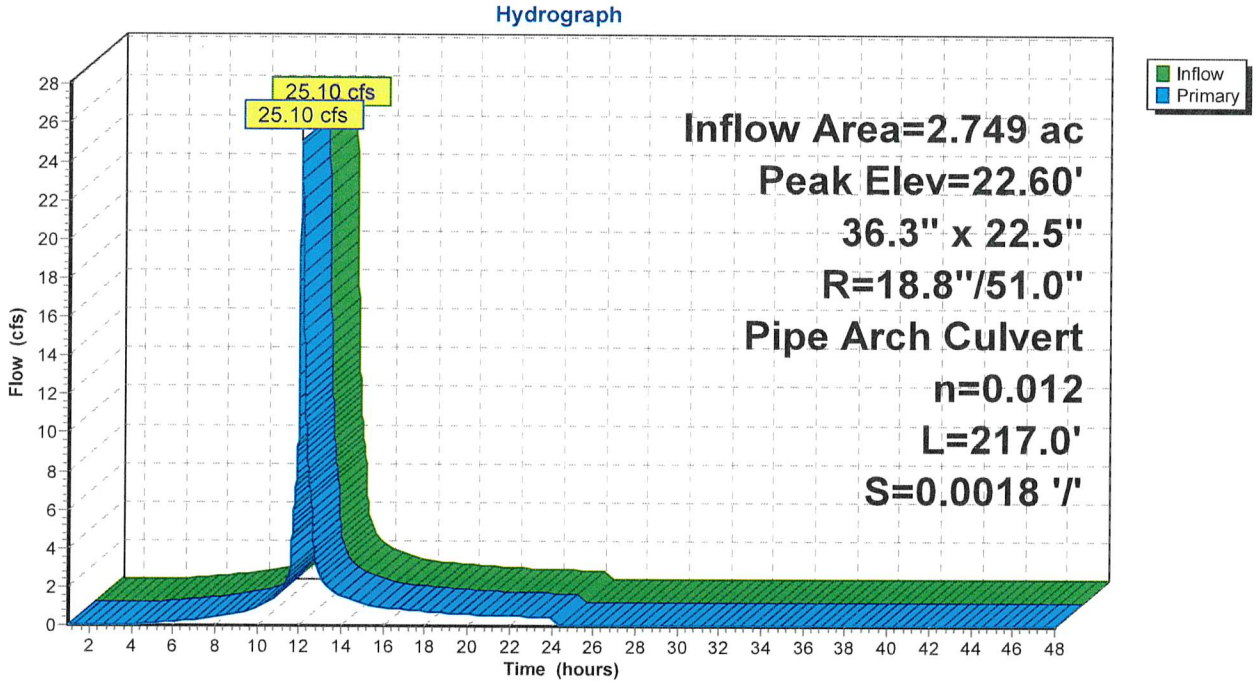
Inflow Area = 2.749 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 25.10 cfs @ 12.06 hrs, Volume= 2.137 af
Outflow = 25.10 cfs @ 12.06 hrs, Volume= 2.137 af, Atten= 0%, Lag= 0.0 min
Primary = 25.10 cfs @ 12.06 hrs, Volume= 2.137 af
Routed to Pond 33P : CI 10

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 22.60' @ 12.06 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.40'	**36.3" W x 22.5" H, R=18.8"/51.0" Pipe Arch RCP_Arch 37x23** L= 217.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.40' / 19.00' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.43 sf

Primary OutFlow Max=25.05 cfs @ 12.06 hrs HW=22.60' (Free Discharge)
↑—**1=RCP_Arch 37x23** (Barrel Controls 25.05 cfs @ 5.66 fps)

Pond 34P: CI 5



Summary for Pond 35P: CI 4

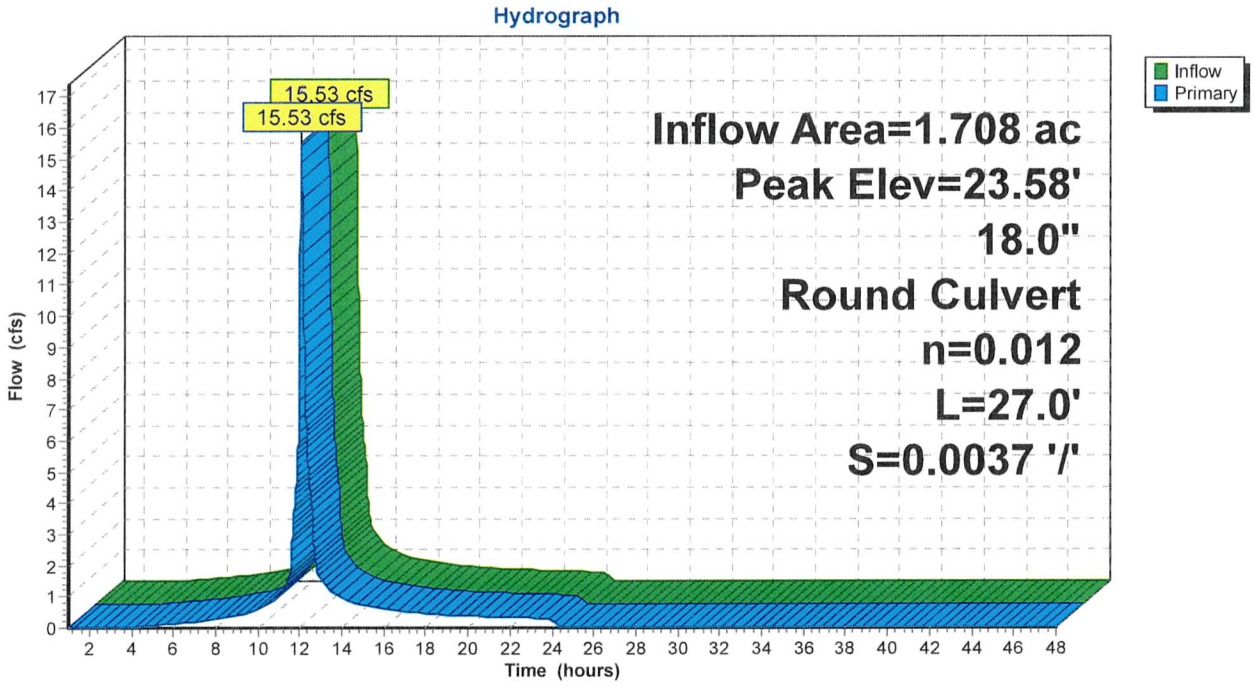
Inflow Area = 1.708 ac, 38.00% Impervious, Inflow Depth = 9.33" for 50-yr event
Inflow = 15.53 cfs @ 12.07 hrs, Volume= 1.328 af
Outflow = 15.53 cfs @ 12.07 hrs, Volume= 1.328 af, Atten= 0%, Lag= 0.0 min
Primary = 15.53 cfs @ 12.07 hrs, Volume= 1.328 af
Routed to Pond 34P : CI 5

Routing by Stor-Ind method, Time Span= 1.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 23.58' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.50'	**18.0" Round RCP_Round 18"** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.50' / 19.40' S= 0.0037 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.77 sf

Primary OutFlow Max=15.50 cfs @ 12.07 hrs HW=23.57' (Free Discharge)
1=RCP_Round 18" (Inlet Controls 15.50 cfs @ 8.77 fps)

Pond 35P: CI 4



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MAGNOLIA RESERVE SUBDIVISION

THIS DECLARATION is made this the _____ day of _____, 2022, by Elliott Land Developments, LLC a Mississippi Limited Liability companies, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Harrison County, Mississippi, which is more particularly described as follows, to-wit:

Lots ___ through ___, inclusive, _____ SUBDIVISION, PHASE ___, _____ County, Mississippi, according to a plat thereof recorded in Plat Book ___ at page ___ of the Land Deed Records of _____ County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to _____ SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Mississippi non-profit corporation, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean the Board of Directors of the _____ SUBDIVISION Homeowners Association, Inc.

Section 3. "Builder" shall mean any Person or legal entity that purchases one or more Lots for the purpose of constructing improvements for later sale to consumers.

Section 4. "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision, which are more particularly described and defined in Section 2 of Article VI of this Declaration.

Section 5. "Common Area" shall mean all real property (including improvements thereto) owned by the Association and/or which the Association members have the right to use and enjoy and also all rights of easement and license and shall include any and all other property shown on the recorded plat of _____, PHASE ___, but with

the exception of and excluding the platted lots and parcels, and with the exception of and excluding the drainage and utility easements and the streets and/or roads.

Section 6. "Declarant' shall mean and refers to Elliott Land Developments, LLC, a Mississippi limited liability companies, and its successors and assigns.

Section 7. "Director" shall mean a member of the Board of Directors of the Association.

Section 8. "Home" or "Dwelling" shall mean and refer to any building situated upon a Lot or Building Site which is designated and intended for use and occupancy as a residence by a single family.

Section 10. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.

Section 11. "Lot" shall mean and refer to any numbered lot as illustrated and shown on the plat of _____ SUBDIVISION, PHASE ___ as recorded in the public records of _____ County, Mississippi.

Section 12. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.

Section 13. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Properties" or "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND GOVERANCE OF THE ASSOCIATION

Section 1. Every Owner of a Lot in Phase ___ and all future phases of _____ Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership and one class of non-voting membership, as follows:

CLASS A. Class A members shall be all owners, except for the Declarant, and shall be entitled to one vote for each Lot or Building Site owned in any Phase of _____ Subdivision. When more than one person owns an interest in any Lot of Building Site, all such persons shall be members. The vote for such Lot of Building Site shall be exercised as they determine, but in no event shall more than one vote be case with respect to any Lot or Building Site.

CLASS B. The Class B member(s) shall include the Declarant, and shall be entitled to four votes for each Lot owned in _____, PHASE ___.

Section 3. Governing Body: Composition:

The affairs of the Association shall be governed by a Board of Directors, the members of which must own property in _____ SUBDIVISION, PHASE ___; provided, however, no Person and his or her spouse may serve on the Board at the same time. The number of Directors shall be either three or five. The Board members shall also serve as the officers of the Association.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Building Site and/or Lot owned within the subdivision, hereby covenants, and each Owner of any Building Site and/or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement, and operation of the Common Area, if any, and improvements thereon, if any; for maintaining and lighting the entranceways and fence ways attached to entranceways and appurtenant landscaping; and for maintaining and lighting entranceway signs.

Section 3. Maximum Annual Assessments.

Notwithstanding the recording date of these covenants, the annual assessment for Class A and Class B members owing property in Phase ___ shall be first set concurrent with the assessment by the Association for the next fiscal year beginning on January 1, 2023, payable in advance.

(a) The maximum annual assessment shall be determined by the Board of Directors of the Association and may not be increased more than 10% above the maximum assessment for the previous year without a vote of the membership as provided in Section 3(b) below.

(b) The maximum annual assessment may be increased by more than 10% above the maximum annual assessment for the previous year by a vote of two-thirds of the members present and voting who are voting in person or by proxy at a meeting duly called for this purpose.

(c) If the Board of Directors of the Association, by a majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out above, it may levy such lesser assessments. The levy of annual assessments less than the maximum annual assessments in one year shall not affect the Board's right to levy the maximum annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may levy supplemental annual assessments.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, or in the subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. An initial capital contribution of $_____ is required upon the Purchase of Lot from the Declarant and/or it's successors in interest.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(b) and4 of This Article.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast fifty percent plus one vote (50%+1) of all votes shall constitute a quorum. If the required quorum is not present at any such meeting, one (1) or more subsequent meetings may be called for the same purpose, subject to not less than ten (10) days written notice of each such subsequent meeting being provided to all Members, and the required quorum at any subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and Building Sites.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots or building sites in Phase ___ on January 1, 2023. Declarant and/or Assignees shall not be responsible for annual or special assessments on any Lot while owned by the Declarant or its Assignees until such Lot first contains an occupied residence and the assessment shall then be prorated for the months and days of the fiscal year remaining. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The billing cycles and due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Board may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non- use of the Common Area, if any, or abandonment of his Lot. The Board may suspend the rights of a Member to vote and to use Common Areas in three situations: (1) failure for 30 days after mailing of written notice to remedy a violation of the Covenants; (2) failure to pay an assessment within 30 days after the due date of such assessment; and (3) violation of the Association's rules regarding the use of the Common Areas. Suspension shall be for the period during which the violation occurs except that suspension can be for a period not to exceed 60 days after cure of a violation.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Building Site within the subdivision. Sale or transfer of any Lot or Building Site shall not affect the assessment lien. However, the sale or transfer of any Lot or Building Site pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee.

The Architectural Control Committee (hereinafter referred to as ACC) shall consist of three or five members, appointed by the Board of Directors for one year terms coinciding with the fiscal year of the Association. The Association pays the cost of operating the ACC. The Board can remove a member of the ACC at any time. The Board can fill any vacancy whether caused by removal, resignation, or any other reason. The members of the Committee need not be

Members of the Association or representatives of Members. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Article unless compensation is hereafter authorized by the Board. Notwithstanding the aforesaid, Elliott Homes, LLC shall be the sole member of the ACC so long as Elliott Homes, LLC or Elliott Land Development, LLC owns a lot within said subdivision.

Section 2. Architectural Approval.

No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, satellite dish, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by, the Architectural Control Committee. The plans shall include, as a minimum: a site plan; a floor plan; exterior elevations of all structures to be constructed or altered; plans for materials, color schemes, exterior lighting schemes and other details that affect the exterior appearance of the structure; and plans for landscaping and grading. Approval of plans is final and cannot be revoked, provided the plans are actually adhered to. Approval of a set of plans does not require the Architectural Control Committee to approve the same set of plans in the future. In the event said committee fails to approve or disapprove such design or changes and location within twenty-one (21) business days after submission of all information and materials reasonably requested, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee, or their agents, have the right, after reasonable notice, to enter upon any Lot and structure to ascertain whether the construction, alteration, or maintenance of a structure or use of a Lot or structure complies with the Covenants and/or plans submitted to the Architectural Control Committee.

Section 3. Granting of Variances.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the committee in its sole discretion determines that, a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. The Committee shall have no authority to grant a variance of a Harrison County subdivision or zoning regulation, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. However, in the event of a violation of these covenants; or the commencement of construction of a plan that had been rejected by the committee or a plan or change not submitted to the committee, the Board shall be empowered to bring any legal action in law or in equity, to seek injunction preventing such violation, or seeking its removal entirely, or both, at the expense of the Owner. In the event of

any successful injunction and/or removal order, whether in whole or in part, the Owner shall pay all legal fees, court costs and expenses of the committee in enforcing these covenants, which costs shall become a lien against the property as provided for elsewhere herein.

Section 4. Limitation of Liability.

Review and approval of any plans pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Control Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot or improvements thereon.

ARTICLE V
DUTY TO CLEAR A LOT IF OWNER ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of substantial damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, then the owner shall, within six months after the date of substantial damage to or destruction of the home, be required to either: (1) begin reconstruction, repair and restoration of the home, such work to be completed in a timely manner; or (2) clear the lot and begin construction of a new home, such construction to be completed in a timely manner; or (3) clear the Lot, such clearing to be completed in a timely manner. If the Owner elects to clear the lot and not rebuild, the Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE VI
RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section I. General.

All of the Lots shall be used and occupied as single family residences and no dwelling shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for at least one (1) but not more than three (3) vehicles. No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Each Owner shall be responsible for his/her home's own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners,

and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

Section 2. Adjoining Lots.

If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted lot within the subdivision.

Section 3. Animals.

No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Association may perform such service and shall bill the pet owner accordingly. The Board shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance. Pets shall be registered, licensed, and inoculated as required by law. No pets other than service dogs accompanied by a handicapped person are allowed on the premises of recreational areas maintained by the Association.

Section 4. Basketball Goals and Other Recreational Equipment.

Basketball goals, posts or backboards shall not be erected, altered or permitted on any lot or building site in the subdivision or on any street right-of-way, unless the same is adjacent to the driveway and is placed more than thirty (30) feet to the rear of the front sill line of the dwelling and is of standard size, height, and appearance. On corner lots placement of basketball goals must be approved by the Architectural Control Committee. Recreational and play equipment, other than basketball goals, must be placed in the rear yard and screened from view to the satisfaction of the Architectural Control Committee.

Section 5. Building Condition, General Appearance. Nuisance, and Health Regulations.

All premises shall be maintained in good repair, shall be clean and sanitary at all times, and free of unsightly debris and clutter. All porches, patios, stoops, terraces, etc. that are not screened

from the view of surrounding Lots shall be kept clean and uncluttered, and any furnishings placed on such area must be designed for exterior use and be in harmony with the homes in the subdivision. No nuisances and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 6. Building Setback Requirements.

All buildings shall comply with the building setback requirements of the Harrison County zoning regulations for the respective Lot or Building Site. Determination of the location of the rear and side yard setbacks for comer lots shall be based on the orientation of the residential building to be built on the lot. For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building.

Section 7. Clothes Lines, Garbage Receptacles, Yard Equipment and Screening of Storage Areas.

No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles which are to be furnished by the Owners or garbage collection agencies must be hidden from view. Similarly, all yard equipment, and storage areas must screened so as to conceal them from the view of neighboring lots, streets, or other property

Section 8. Driveways.

Deleted

Section 9. Dwelling Size.

Deleted

Section 10. Fences.

No fence shall be located nearer the front property line than
the front sill line of the dwelling. However, on dwellings with a side-entrance garage, the fence on the garage side of the dwelling shall be located between the rear-edge of the garage door and the rear sill line of the dwelling. All fences to be constructed on any lot or building site shall be six (6) feet in height, and constructed with unpainted treated lumber or a four feet in height black aluminum fence, unless a variance is granted by the Architectural Control Committee. Chain-link or other galvanized metal fencing is strictly prohibited. Notwithstanding the aforesaid, certain Lots may be required to construct different type fences depending on their surroundings. No fence shall be located within drainage easements and drainage swales: as such fences would obstruct the natural water flow and cause a flooding hazard.

Section 11. Firearms.

No hunting by any means or the discharge of firearms of any type shall be allowed on the Property.

Section 12. Flagpoles. Antennas, and Satellite Dishes.

No flagpoles, ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Television satellite dishes shall be erected and properly located on a lot or building site in the subdivision and shall not exceed thirty-six (36) inches in diameter. Satellite dishes shall be mounted on the rear side of homes unless otherwise approved in writing by the Architectural Control Committee.

Section 13. Garages.

All homes must include a garage designed for at least one but not more than three cars. Garages must have garage doors and in all cases electric automatic door openers/closers shall be installed and used. Any garage visible from the street must be kept closed except when vehicles are entering or exiting garage. Conversion of garage area to living area shall require the approval of the Architectural Control Committee and shall require the construction of a new garage.

Section 14. Landscaping.

The front yard and side yard areas shall be landscaped before any residence is occupied. Landscaping requirements shall include: (1) grass areas in the front and side yard areas. (2)No trees or shrubs shall be planted in drainage swales, ingress/egress easements and road right-of-ways.

Section 15. Landscaping Maintenance.

Each Owner shall maintain the appearance of his or her lot or building site, including easement areas, in high quality condition, and shall provide and maintain landscaping on the lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. Grass shall be mowed and edged at least bi-weekly during the growing season. Each Owner is responsible for maintaining the area between his/her front property line and the street pavement, including mowing of such area and edging along the pavement. Comer Lot Owners are responsible for maintaining the area between their front and side property lines and the street pavement, including mowing of such area and edging along the pavement.

Section 16. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies

having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned

Section 17. Leasing.

Entire Living Units may be rented provided that the
Living Unit is used only as a residence; that the lease, or rental period is for not less than thirty (30) consecutive days; that the Living unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An Owner may lease or rent his own Living Unit himself to any lessee if he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any Living Unit whether so stated in said lease. All of the foregoing may be enforced by the Board.

Section 18. Mailboxes.

Deleted

Section 19. Maintenance of Vacant Lots or Building Sites.

If construction of a residential dwelling is not commenced forthwith on any lot or building site, then the Owner shall remove all underbrush and mow and maintain the lot on a quarterly basis. If any unimproved lot or building site is not so maintained the Declarant, the Board, or the Association shall be empowered to maintain the lot or building site and file a lien against the property for any and all expenditures in connection with said maintenance.

Section 20. Noxious and Offensive Trade.

No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 21. Nuisances.

No nuisance shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by Its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio, porch, etc. or on fences for the purpose of drying

or for any other purpose in a manner which would allow said clothing, towels or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of nearby Lots, including, but not limited to radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

Section 22. Parking.

No boat, other watercraft, trailer, mobile home, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans (vans are limited to those with a passenger capacity of not more than eight people) shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road right-of-way in front of or beside any such Lot so as to be visible from the street or be visible to the other residences in the subdivision. Any such vehicles, watercraft, trailers, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Architectural Control Committee. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage. Any vehicle in a state of repair must be parked in the garage. No automobile shall be parked in the front building setback area of any Lot except for temporary parking on circular driveways located within the front building setback area. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight. No other vehicle(s) whatsoever shall be parked on street right-of-way overnight. Any vehicles, boats, equipment or other apparatus under repair must be kept in the garage, all repairs must be made in the garage, and the garage door shall be closed at all times during such repairs. Repairs may only be made to vehicles, boats, equipment or apparatus directly owned by the Owner. All other repairs to any other vehicles, boats, equipment or apparatus must be made at a suitable repair facility not located in the subdivision.

Section 23. Regulations.

Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association.to all Owners and residents on the Properties upon request.

Section 24. Reservation of Easement.

DELETED

Section 25. Roofs.

All fiberglass shingle roofs shall be architectural thick, butted shingles. However, this shall not preclude other types of roofs which may be approved by the Architectural Control Committee.

Section 26. Sewage and Drainage Control.

No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 27. Siding.

Deleted.

Section 28. Signs.

No professional, commercial, or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant or a Builder during any such period of time that Declarant or Builder owns any Lot and is offering any said Lot, Home, or Living Unit for sale.

Section 29. Storage or Outbuildings.

Only one storage or outbuilding shall be placed, permitted, or allowed on each Lot or Building Site. A playhouse that is limited in size, is not constructed on a slab, is movable and is not used for storage or for any purpose other than children's play shall not be considered to be a storage building or outbuilding. The size and design of any such playhouse, storage building or outbuilding must be approved i n writing by the Architectural Control Committee and must conform to all building setback requirements of the Harrison County zoning regulations and any other applicable governmental entity.

Section 30. Swimming Pools.

Swimming pools on Lots shall be allowed only in rear yard areas and must be screened from the view of the street and nearby lots. Swimming pools must be constructed, equipped, and screened/fenced in accordance with governmental regulations. It shall be the responsibility of the Lot owner to comply with all governmental regulations.

Section 31. Temporary Structures.

No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time either temporarily or permanently, excepting, however, that during periods of Construction, contractors shall be permitted a single storage structure on each separate construction site.

Section 32. Trade or Business.

No lot shall at any time be used for the purpose of any trade, business, manufacture, or public amusement.

Section 33. Trespass.

Whenever the Declarant or the Association is permitted by this Declaration to correct, repair, clean, preserve, clear-out, or do any action on any of the Properties or on the easement areas adjacent thereto or included therein, entering such Property and taking such action shall not be deemed a trespass.

Section 34. Visual Obstruction at the Intersection of Public Streets.

Deleted

Section 35. Water and Sewer Utilities.

Deleted

Section 36. Water Wells.

Deleted

Section 37. Wetlands.

Designated wetland areas are not allowed to be cleared, excavated, filled, built upon, sodded, or disturbed in any other way not approved by the U.S. Army Corps of Engineers.

Section 38. Proviso.

Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of all of the Lots in Phase ___ and all future phases of _____ SUBDIVISION, neither the Owners nor the Association nor the use of the Properties shall interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots and Common Areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

Section 39. Construction Completion.

From the date of issuance of a building permit to construct a home on a given lot, the Owner will have no more than 18 months to obtain a certificate of occupancy from the applicable governmental building inspection department. If such 18 months period elapses, the Board may charge a reasonable daily fine against such Owner from the day after the period elapses until the certificate of occupancy is obtained. A neat construction site must be maintained at all times during the period of construction. Construction materials, trash and equipment must be

confined to the site and not allowed to become a nuisance to neighboring property. Construction materials, dumpsters and equipment shall not be stored on a lot that has not received a building permit; and the construction site must be reasonably clean from all trash and debris at all times. If an Owner fails to adhere to these rules and regulations, then the Board, after 30 days notice to the Owner, may charge the Owner a reasonable daily fine until such failures are rectified.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement.

The Association, the Board, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Board, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorneys' fees, court costs, and other necessary expenses incurred by the Person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorneys' fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. No Liability.

Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration, or any part thereof, is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

Section 4. Indemnification.

The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by

the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Mississippi law. The officers, directors, and committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

All officers and board members having direct control and access to funds of the association shall be bonded, in an amount not less than twice the total amount of all funds of the association. Such amount may be estimated and set by the Board. Any bond fees shall be paid by the Association.

Section 5. Amendment.

(a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

(b) This Declaration may be amended anytime during the initial fifteen (15) year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in Phase 1. Beginning three (3) years from the date of recordation of the Declaration and for the remainder of the initial fifteen (15) year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners within Phase 1, exclusive of their mortgagees. Any amendment must be recorded in the land Deed Records of Harrison County, Mississippi, and shall be supplementary to this Declaration. Notwithstanding any provision herein to the contrary, no amendment to the Declaration, Bylaws, or Articles of Incorporation shall be effective without the written consent of the Class B Member or its successors and assigns, so long as there is a Class B member of the Association.

(c) Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of three (3) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property.

WITNESS ITS SIGNATURE on this the _____ day of _____, 2022.

ELLIOTT LAND DEVELOPMENTS, LLC.

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this_____ day of _____, 20____, the within named _____, as _____ of Elliott Land Developments, LLC, a Mississippi LLC, who signed, executed and delivered for and on behalf of said LLC, and as its own act and deed, the above and foregoing instrument of writing on the date first above written, he having been first duly authorized so to do.

_____
NOTARY PUBLIC

My Commission Expires_____

F0108
Fee: $

Michael Watson
SECRETARY OF STATE

2025129017

Business ID: 925569
Filed: 02/24/2025 02:47 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

2025 LLC Annual Report

Business Information

Business ID: 925569
Business Name: Elliott Homes, LLC
State of Incorporation: MS
Business Email: Brandon@myelliotthome.com
Phone: (***)***-****
FEIN: **-*******

Principal Address: 1402 Pass Road
GULFPORT, MS 39501

Registered Agent

Name: Orgler, Mark C
Address: 12206 Hwy 49
Gulfport, MS 39503

Managers and Members

Members

Name:	***Address:***
Brandon Elliott *Member*	1402 Pass Road Gulfport, MS 39501

Officers

Title/Name:	***Address:***	***Director:***
President:		☐
Vice President:		☐
Secretary:		☐
Treasurer:		☐

☐ This LLC has a written Operating Agreement.

NAICS Code/Nature of Business

236117 - New Housing For-Sale Builders

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***02/24/2025***.

Name:

Samantha L Spinks

Other

Address:

1402 Pass Road

Gulfport, MS 39501

Officers List

Name:	*Address:*
Brandon Elliott *Member*	1402 Pass Road Gulfport, MS 39501

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 250355

Indexing: Northeast 1/4 of the Southwest 1/4
and in the Southeast 1/4 of the Southwest 1/4
Section 31 Township 7 South Range 10 West

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,

Hogan Properties, LLC
A Mississippi Limited Liability Company
188 Beacon, Apt. 5
Boston, MA 02116
228-326-0575

does hereby sell, convey and warrant unto

Elliott Land Developments, LLC
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914

the following described land and property being located in 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.

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

IN WITNESS WHEREOF, Hogan Properties, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 24 day of June, 2025.

Hogan Properties, LLC

BY: _____
Christopher Hogan, Sole Member

STATE OF Massachusetts
COUNTY OF Suffolk

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Christopher Hogan, who acknowledge that he is the Sole Member of Hogan Properties, LLC, and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24 day of June, 2025.

_____
NOTARY PUBLIC
Michael J O'Sullivan

My Commission Expires:
2/15/30

MICHAEL J. O'SULLIVAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 15, 2030

SURVEY DESCRIPTION FOR PARCEL "A"

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE):

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION, S78°03'32"W 222.04' TO A 1/2" IRON ROD SET ON THE EAST MARGIN OF NEAL STREET; THENCE ALONG SAID EAST MARGIN, N00°01'32"W 282.50' TO A 1/2" IRON ROD FOUND; THENCE N89°17'50"E 113.80' TO A 1" IRON PIPE FOUND; THENCE N00°19'01"W 201.30' TO A 1/2" IRON ROD FOUND ON THE SOUTH MARGIN OF 5TH STREET; THENCE ALONG SAID SOUTH MARGIN, N70°33'27"E 68.38' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N63°16'19"E 78.65' TO A 1/2" IRON ROD WITH CAP SET; THENCE FURTHER ALONG SAID SOUTH MARGIN, N66°31'35"E 61.50' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N73°29'52"E 43.06' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°34'57"E 43.57' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N80°01'30"E 203.88' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N78°04'45"E 91.75' TO A 1/2" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N86°31'39"E 31.88' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N89°51'36"E 65.47' TO A 1/2" IRON ROD FOUND; THENCE S00°26'43"E 197.75' TO A 1/2" IRON ROD WITH CAP FOUND; THENCE N89°52'21"W 139.35' TO A 1" IRON PIPE FOUND; THENCE S00°01'31"W 313.43' TO A 1/2" IRON PIPE FOUND; THENCE S78°08'38"W 429.52' TO THE POINT OF BEGINNING, CONTAINING 317,651.78 SQUARE FEET OR 7.292 ACRES.

Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 250500

Indexing: Southeast 1/4 of the Southwest 1/4
Section 31 Township 7 South Range 10 West

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,

Collins Enterprises, Inc.
2720 Channel Place
Biloxi , MS 39531
228-860-8780

does hereby sell, convey and warrant unto

Elliott Land Developments, LLC,
A Mississippi Limited Liability Company
1402 Pass Road
Gulfport, MS 39501
(228) 257-9914

the following described land and property being located in 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.

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

IN WITNESS WHEREOF, Collins Enterprises, Inc. has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 27th day of June, 2025.

Collins Enterprises, Inc.

BY: _____
Thomas Collins Sr., Vice President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Thomas Collins Sr., who acknowledge that he is the Vice President of Collins Enterprises, Inc., and as its act and deed, signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of June, 2025.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 110557
ASHLEY ZIMMERMAN
Commission Expires
Nov. 7, 2026
HARRISON COUNTY

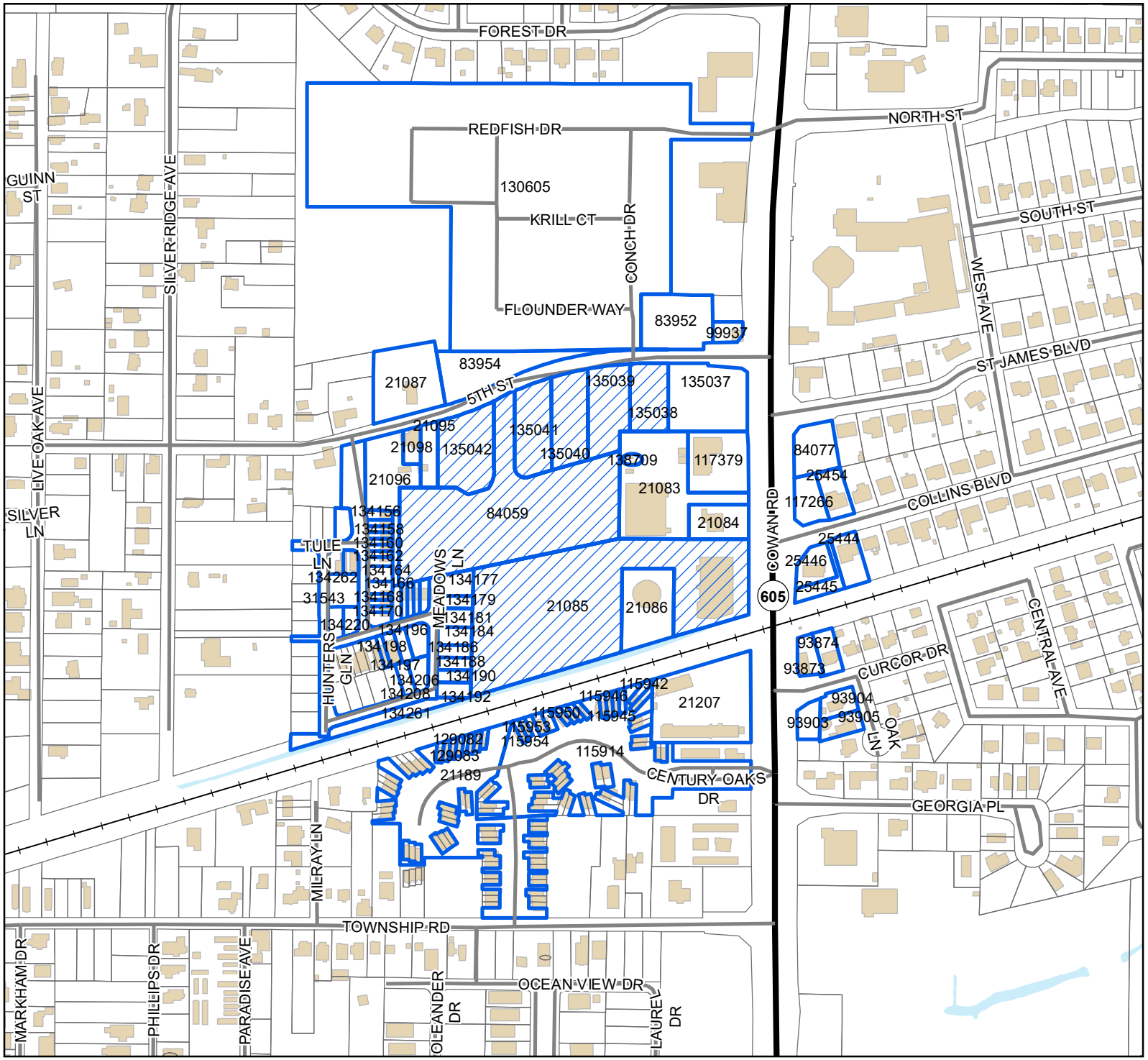
SURVEY DESCRIPTION FOR PARCEL "B"

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE):

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 22 OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE NORTH LINE OF PROPERTY OF COLLINS ENTERPRISES, INC., N78°08'38"E 429.52' TO A 1" IRON PIPE FOUND; THENCE S03°12'19"E 84.85' TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY OF THE CITY OF GULFPORT; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S00°36'31"W 246.29' TO A 1/2" IRON ROD WITH CAP SET ON THE NORTH MARGIN OF THE C.S.X TRANSPORTATION RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTH MARGIN, S73°22'37"W 445.04' TO A 1/2" IRON ROD WITH CAP SET AT THE SOUTHEAST CORNER OF THE AMENDED PLAT OF WESTBURY SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, N00°36'45"E 370.08' TO THE POINT OF BEGINNING, CONTAINING 149,007.28 SQUARE FEET OR 3.421 ACRES.

2605PC069

General Plan



Legend

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

0 60 120 180

Yards

1 inch = 400 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010M-01-005.000	ELLIOTT LAND DEVELOPMENTS, LLC (OWNER)	1520 29TH AVE	GULFPORT	MS	39501
			Adjacent Property Owners(2605PC069)				
	25454	1010N-01-088.000	BLETHEN SHANNAN & MICHELLE	493 OAK LANE	GULFPORT	MS	39507
	115948	1010M-03-010.073	FRANCIS DELVIN W & ANGELA F	1281 CENTURY OAKS DR APT C	GULFPORT	MS	39507
	115949	1010M-03-010.074	BATISTE ROXANNE	207 VINEMONT DR	LAFAYETTE	LA	70501
	21087	1010M-01-018.000	RETTIG JOHN C JR & BETSY C	23416 S PINECREST RD	SAUCIER	MS	39574
	117266	1010N-01-087.001	ROCK SOLID PROPERTY LLC	83 MORRELL CIR	HATTIESBURG	MS	39402
	115950	1010M-03-010.075	BARTON AISHA	2526 CEZANNE CIR	MISSOURI CITY	TX	77459
	93904	1010N-04-011.003	HAPPY VACATIONS LLC	P O BOX 406	BILOXI	MS	39533
	21207	1010M-03-001.000	WW MAJURE HOLDINGS LLC	13 POPLAR CIRCLE	GULFPORT	MS	39507
	115942	1010M-03-010.067	PITRE BLAKE PAUL	301 ROBERTA GROVE BLVD	HOUMA	LA	70363
	117379	1010M-02-002.001	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	115941	1010M-03-010.066	FOGT DERICK L & THY N	5213 MONTIANO LANE	DUBLIN	CA	94568
	115952	1010M-03-010.077	ENVISION REALTY LLC	457 MARY KAY CT	LINTHICUM HGHTS	MO	21090
	93873	1010N-04-010.001	1803 LLC	P O BOX 7586	GULFPORT	MS	39506
	115945	1010M-03-010.070	POTEET ANDREW	44057 NICOLAS CIR	HAMMOND	LA	70403
	115947	1010M-03-010.072	BACHUS JACQUELINE BROWN	4512 S ROCHEBLAVE ST	NEW ORLEANS	LA	70125
	115953	1010M-03-010.078	HAYWOOD EBONY	1261-B CENTURY OAKS DR, UNIT 52	GULFPORT	MS	39507
N	83954	1010M-01-016.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	21095	1010M-02-006.000	EVANS IDELLA W ETAL	1801 COLONIAL LANE EAST	MOBILE	AL	36618
	25445	1010N-01-096.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
N	21086	1010M-02-004.000	GULFPORT CITY OF				0
	115946	1010M-03-010.071	GREENE NANCE R	6 CALLE HERMOSA	PENSACOLA BEACH	FL	32561
	99937	1010M-01-014.001	THOMAS JACK LEE & JACK DELL	944 CLEVELAND AVE	GULFPORT	MS	39507
	21098	1010M-02-007.000	MITCHELL JOHN ANTHONY & TARA MOORE	982 5TH ST	GULFPORT	MS	39507
	93905	1010N-04-011.004	BLETHEN SHANNAN R & MICHELLE L	493 OAK LANE	GULFPORT	MS	39507
	93874	1010N-04-010.002	CASTRO GEIDY MELIZA RAUDALES	1805 CURCOR DR	GULFPORT	MS	39507
	115943	1010M-03-010.068	DANIEL ANNIE	4188 N MAIDEN DR	BATON ROUGE	LA	70809
N	84077	1010N-01-087.000	ROCK SOLID PROPERTY LLC	83 MORRELL CIR	HATTIESBURG	MS	39402
	21084	1010M-02-003.000	HUONG NGUYEN THI & PHONG LE	312 RODENBURG AVE	BILOXI	MS	39531
	115944	1010M-03-010.069	BEARD PATRICIA & WILLIAM & MICHAEL	1283 C CENTURY OAK DR	GULFPORT	MS	39507
N	93903	1010N-04-011.002	1803 LLC	P O BOX 7586	GULFPORT	MS	39506
	115951	1010M-03-010.076	HOANG PHILLIP	18028 ALLEN RD	LONG BEACH	MS	39560
	115954	1010M-03-010.079	PHUNG ANDREW	85 PLUMERIA COURT	DANVILLE	CA	94506
	25446	1010N-01-095.000	HENDERSON RONALD D & NAKISHA W	11601 CARLENE DR	GULFPORT	MS	39503
	25444	1010N-01-097.000	ROBERTS QUITMAN C & SYDNEY F	2004 COLLINS BLVD	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83952	1010M-01-015.000	SLIDE RULE LLC	1049 5TH STREET	GULFPORT	MS	39507
	134157	1010M-02-010.002	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134162	1010M-02-010.007	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134163	1010M-02-010.008	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
	134164	1010M-02-010.009	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39507
N	134170	1010M-02-010.015	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
	134172	1010M-02-010.017	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134173	1010M-02-010.018	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134179	1010M-02-010.024	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134181	1010M-02-010.026	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134192	1010M-02-010.037	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	135040	1010M-02-001.004	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135039	1010M-02-001.003	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	134158	1010M-02-010.003	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134159	1010M-02-010.004	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134160	1010M-02-010.005	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134161	1010M-02-010.006	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134166	1010M-02-010.011	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134168	1010M-02-010.013	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134169	1010M-02-010.014	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134174	1010M-02-010.019	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134175	1010M-02-010.020	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134177	1010M-02-010.022	HOSLEY-BEARDEN INVESTMENTS LLC	839 28TH STREET STE 203	GULFPORT	MS	39501
N	134184	1010M-02-010.029	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134186	1010M-02-010.031	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134188	1010M-02-010.033	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134190	1010M-02-010.035	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134196	1010M-02-010.041	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134197	1010M-02-010.042	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134198	1010M-02-010.043	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134208	1010M-02-010.053	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134262	1010M-02-010.107	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	135038	1010M-02-001.002	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135037	1010M-02-001.001	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	138709	1010M-02-002.002	SPECTRASITE COMMUNICATIONS -LESSEE-	C/O PROPERY TAX DEPT	ATLANTA	GA	31139
	21085	1010M-02-005.001	COLLINS ENTERPRISES INC	2720 CHANNEL PLACE	BILOXI	MS	4E+08

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	21083	1010M-02-002.000	CATHOLIC SOCIAL & COMMUNITY SERVICE	1790 POPPS FERRY RD	BILOXI	MS	39532
N	21096	1010M-02-008.000	MITCHELL JOHN ANTHONY & TARA MOORE	982 5TH ST	GULFPORT	MS	39507
N	134156	1010M-02-010.001	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
	115914	1010M-03-010.040	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
	129079	1010M-03-010.154	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
	129080	1010M-03-010.155	WM PROPERTIES COMPANY	900 CEDAR AVE N	MAPLE LAKE	MN	55358
	129081	1010M-03-010.156	FARRIER RODNEY -TRUSTEE-	2842 PARK HILL DR	KATY	TX	77494
	129082	1010M-03-010.157	RJB VENTURES LLC	4730 SOUTH FORT APACHE RD STE 30(	LAS VEGAS	NV	9E+08
	129083	1010M-03-010.158	GOODMAN ROY M & MARIELA L	1225 CENTURY OAKS DR UNIT C	GULFPORT	MS	39507
	129084	1010M-03-010.159	BUNT DANIEL JOHN & EMILY	1225 CENTURY OAKS DR APT B	GULFPORT	MS	39507
	129085	1010M-03-010.160	CHAN ANNA -TRUSTEE-	218 MISSION ST	SANTA CRUZ	CA	95060
N	21189	1010M-03-010.000	IMPERIAL DEVELOPMENT III LLC	7555 HWY 98 WEST	PENSACOLA	FL	32506
N	134228	1010M-02-010.073	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134171	1010M-02-010.016	WESTBURY II LLC	P O BOX 389	BILOXI	MS	39533
N	134176	1010M-02-010.021	OLD MISSION LLC	309 BARBER ST	SPRING LAKE	MI	49456
N	134261	1010M-02-010.106	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134194	1010M-02-010.039	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134206	1010M-02-010.051	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134220	1010M-02-010.065	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	134224	1010M-02-010.069	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	31543	1010M-02-010.000	HOSLEY-BEARDEN INVESTMENTS LLC	839B 28TH STREET STE 203	GULFPORT	MS	39501
N	84059	1010M-02-001.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135042	1010M-02-001.006	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135041	1010M-02-001.005	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	130605	1010M-01-013.001	GULF GROVE OF GULFPORT LLC	14397 CREOSOTE RD	GULFPORT	MS	39503

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

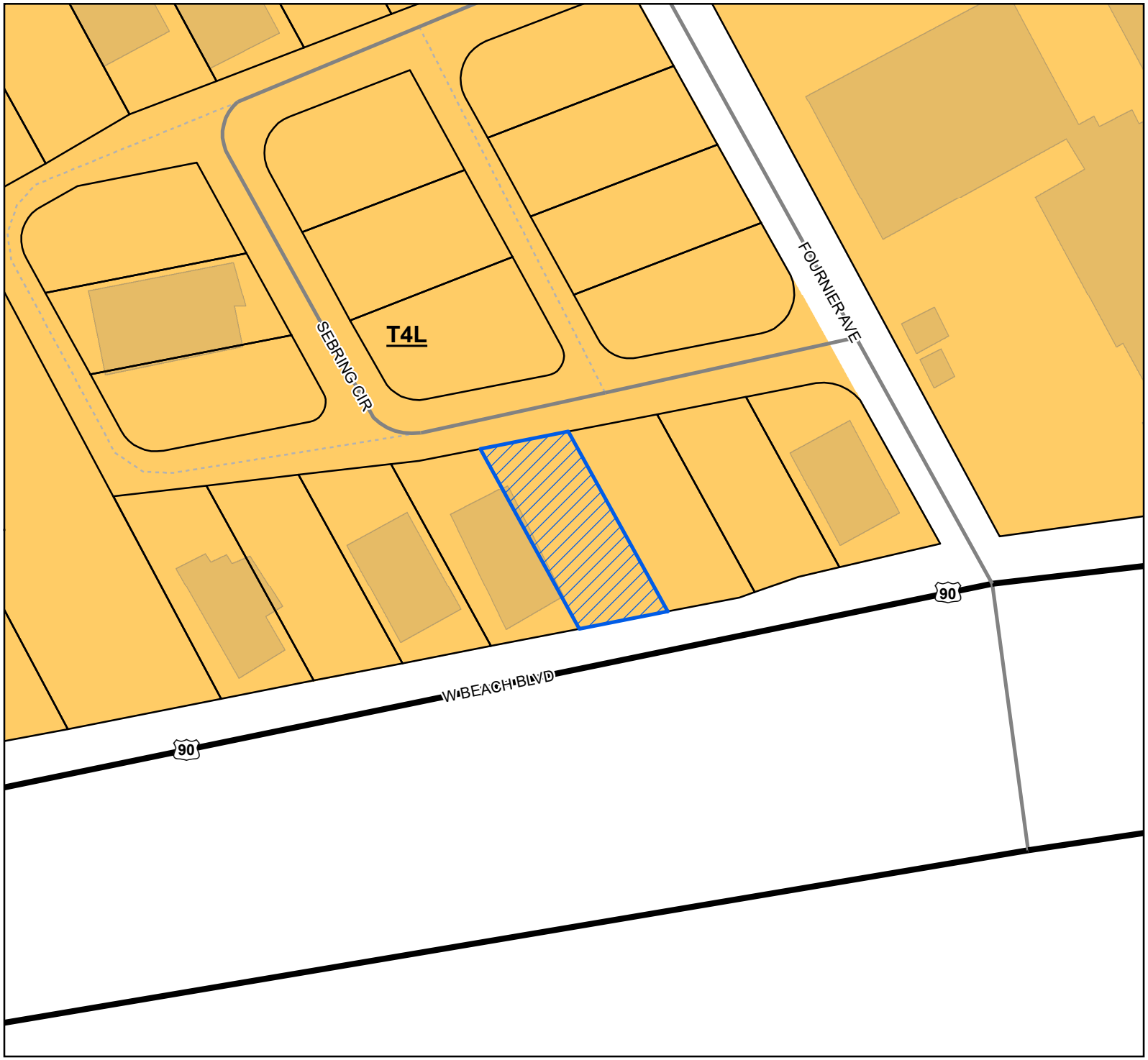
PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Tree Permit Appeal 2605PC070: Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

2605PC070

Appeal



Site
US or State Highway
Street
Alley
Parcels
Buildings

Smart Code

T4L

Site Information

0711O-04-028.004
Zoning: T4L (General Urban Zone Limited
Size: 4514.01 sqft (6851.78 sqft after lot combination, not shown on map)
Flood: AE

0 10 20 30
Yards

1 inch = 70 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR APPEALS

Property Information

For Staff Use Only

Case File #: 26OSPC070
Date Received: 4-7-26
Receipt #: 13790426
Received By: SDS
Zoning: T4L
Ward: 2 Flood: AE
Size: 6,851.78 sq. ft.
(If necessary, use separate sheet of paper)

TAX PARCEL # 0711O-04-028.004

Address of Property Involved: 4719 W BEACH BLVD

Lot(s) 4, Block(s) _____, Subdivision 9 WATERS

General Location: _____

GENERAL DESCRIPTION OF APPEAL:

TREE WAS DETERMIND IT HAN COMPROMISED STRUCTUAL INTEGRITY BY CITY ARBORIST, THE TREE IS IN MIDDLE OF ADDITION! THE ROTTING TREE IS A LIABILITY TO US, OUR PROPERTY & OTHERS.

OWNERSHIP AND CERTIFICATION:

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

OWNER

MIKE & KIRSTEN RUSSELL
Printed Name Of Owner

4719 W BEACH BLVD
Mailing Address

GULFPORT MS 39501
City State Zip code

~~Home Phone~~ cell #1 Work/Cell Phone #2

Email

Mike Russell
Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

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

Covenant Affidavit

I, MICHAEL RUSSELL, being owner or agent of the property 4719 W. BEACH BLVD GULFPORT, MS 39501

PRINT NAME

PRIMARY ADDRESS OR PARCEL

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

Michael Russell — 4/7/2026

Signature — *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of April, 20 26

S. Smith, Jr.

Notary Public

Commission Expiration

STATE OF MISSISSIPPI
SAMUEL D SMITH JR
ID NO. 496422
Commission Expires
08/10/2029
NOTARY PUBLIC
HARRISON COUNTY

ALAN FEATHERSTON CAME TO OUR HOME FALL OF 2025 AND TOLD US THE TREE HAD BEEN HIT BY A VECHICLE WHICH HAS COMPROMIZED ITS INTERNAL INTEGRITY. THE EMPACT AFFECTS THE TREES VASCULAR SYSTEM WHICH THEN CAUSES THE TREE TO DEVELOPE HEART ROT WHICH IS WHERE THE TREE DECAYS FROM THE INSIDE OUT.

THE TREE ALSO HAS "V-SHAPED" (FORE) WHERE TWO MAIN TRUNKS MEET. WHICH ARE PRONE TO SPITTING DOWN THE MIDDLE UNDER THE STRESS OF HIGH WINDS OR HEAY RAIN.

THERE IS ALSO CALITIES AT THE BASE OF THE TRUNK WHICH RODENTS LIVE. FUTHER SIGNS OF INTERNAL CALITY ROT CAUSING MORE WEAKNESS OF THE TRUNK OF THE TREE

THIS TREE IS WITHIN 15' OR STRICKING DISTANCE OF OUR HOUSE AND PEDISTRIANS ON STREET & SIDEWALK. IF THE TRUNK SNAPS AT THE BASE OR SPLITS AT THE CRACK OR "V" (WHERE THE HEART ROT AND RODENT CAVITIES ARE LOCATED). THERE IS ALMOST NO SCENARIO WHERE THE TREE MISSES THE HOUSE OR ADDITION. BECAUSE THE HOUSE IS SO CLOSE TO THE "PIVOT POINT" (THE BASE), EVEN A PARTIAL LEAN TOWARD THE STRUCTURE WOULD RESULT IN A MASSIVE IMPACT. THE LIABITY OF THE CATASTROPHIC DAMAGE THIS LIVE OAK WILL CAUSE WITHOUT WARNING TO OUR PROPERTY OUR LIVES AND THE LIVES OF NEIGHBORS OR DRIVERS ON HIGHWAY 90 AND PEDISTRIANS ALONG SIDEWALK. WE HAVE BEEN TOLD OF THIS BY GULFPORTS CITY ARBORIST AND NOW BEING TOLD WE ARE SAFE WHEN YOU

CAN VISALBY SEE THE V'd CRACKS PLUS THE SQUISHY BARK THAT FALLS OUT WITH THE SLIGHTEST TOUCH. RODENT HOLE CAVITIES & MUSHROOM GROWTH. AS WELL AS ALL THE MULTIPLE SUCKER GROWTH ON MAJOR LIMBS WHICH ALSO IS SIGNS OF INTERNAL FUNGUS & ROT.

THE TREE IS IN THE MIDDLE OF OUR BUILDING PROJECT AND IS A HAZARD TO OUR CURRENT PROPERTY & OTHER. OUR NEIGHBORING LOT OWNER HAS BUILDING PLANS SUBMITTED TO THE CITY AS WELL. AND WILL NEED LIMBS REMOVED. SO WE WOULD HAVE A RODENT INFESTED, ROTTEN TRUNK W/2 LIMBS LEFT. FOR SURE WILL FALL AND CAUSE DAMAGE

COPY

CITY OF GULFPORT
TREE PERMIT APPLICATION (VER. 3/25)

City of Gulfport Department of Urban Development
1410 24th Avenue, Gulfport, Mississippi 39501 (228) 868-5715

Please read and fill in ALL information that is requested. Failure to fully and adequately complete this application may result in a delay in issuing a permit. PLEASE PRINT LEGIBLY. ** NOTE: It is acknowledged by the undersigned Applicant herein as a condition of any permit issued, that it is the responsibility of the owner of the property and the contractor, if any, for the removal of all limbs, stumps, and other related material after any permitted pruning and/or tree removal has occurred.

APPLICANT INFORMATION

FULL NAME OF APPLICANT: Mike & Kirsten Russell

PHONE NO: 913, 488-5588 EMAIL: jayhawkruss@gmail.com

NAME OF CONTRACTOR (IF ANY):

ADDRESS OF APPLICANT: 4719 W BEACH BLVD (street address)

GULFPORT (City) MS (State) 39501 (Zip)

PROPERTY INFORMATION FOR LOCATION OF TREES

STREET ADDRESS FOR AFFECTED TREES: 4719 W BEACH BLVD

TAX PARCEL NUMBER FOR PROPERTY: 0710-04-028.004 (REQUIRED FOR ISSUANCE)

* IF METES AND BOUNDS ATTACH PHOTOCOPY OR DEED OR SURVEY WITH LEGAL DESCRIPTION

FULL NAME OF PROPERTY OWNER: Mike & Kirsten Russell

ADDRESS OF PROPERTY OWNER: 4719 W. BEACH BLVD (street address)

GULFPORT (City) MS (State) 39501 (Zip)

PHONE NO: (913) 488-5588 EMAIL: jayhawkruss@gmail.com

PERMIT INFORMATION

Permit for (check all that apply): Removal ✓ Pruning _____ Other _____

Reason for permit request: Adding Addition to EXISTING HOME w/PATIO
(Use separate sheet if needed.)

Total Number of Protected Trees to be removed / pruned: 1 Number of Acres: 6,851.78 sqft

Provide Number of Protected Trees Below (in blanks provided):

1 Live Oak	____ Red Maple	____ Shumard Oak
____ Southern Magnolia	____ American Sycamore	____ Overcup Oak
____ Bald Cypress	____ Willow Oak	____ Swamp Chestnut Oak

Application is hereby made to the City of Gulfport pursuant to the City's Code of Ordinances for removal and/or pruning of protected trees. The undersigned applicant, state and affirm that the above information is true and correct and that I have the authority over the description of work to be performed and to submit this application and seek the permit herein. I also understand the City's Tree Protection Advisor or designee has fourteen (14) working days to issue or deny the application and I agree to comply with all provisions and requirements of the City's Code of Ordinances and its Tree Protection Ordinance and with all conditions or requirements associated with any permit issued. **Any permit shall be valid for a period of 180 days following date of issuance.**

NOT APPROVED

FEE: _____ SIGNATURE: Michael Russell DATE: 3/16/26

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

Site plan showing the following information at a scale sufficient to enable the determination of matters required under the Tree Protection Ordinance:

(1) The shape and dimensions of the lot or parcel, together with the existing and proposed locations of structures and improvements, if any.

(2) Location and dimensions of all protected trees identified by common or botanical name. Trees proposed to remain, to be relocated or to be removed shall be so identified. Groups of trees in close proximity, three (3) foot spacing or closer, may be designated as a "clump" of trees, and predominant species, estimated number, and average size listed.

(3) A statement showing how trees not proposed for removal are to be protected during land clearing and construction (a statement as to proposed Protective Barriers as defined in Section 8-12, etc).

(4) Statement as to grade changes proposed for the lot/parcel and how such changes will affect these regulations.

(5) A description of any proposed tree replacement, to include size, type, number and location of existing trees and the same for replacement trees.

(6) The Tree Protection Advisor may require the applicant to furnish additional information as necessary and appropriate to properly analyze the application.

Tree Permit Fee Schedule:

RESIDENTIAL AND COMMERCIAL (IMPROVED)*

One Tree:	**$25.00**
Each additional tree:	**$10.00**

RESIDENTIAL AND COMMERCIAL (UNIMPROVED)*

One Tree:	$35.00
Each additional tree:	$15.00

OFFICIAL USE ONLY

Name of Employee Receiving Application: Will A Date Received: 3-16-26 Date Received by Tree Protection Advisor: _____

Amount of Money Received with Application (Application Fee): — Method of Payment: _____

Tree Permit Approved _____ Tree Permit # ZC037P024 Tree Permit Denied X (See attached comments, if any)

Signature: Michael Pellitt Date: 4/6/26

The 51.5" Live Oak tree is not in the addition's envelope. The addition can be built with existing tree.

APPLICATION FOR TREE MITIGATION TRUST

Tree Mitigation Trust application and site plans/landscape plans must be submitted to the Planning and Zoning Department and must be approved by the City of Gulfport's Tree Advisor.

Applicant Information

Name: MIKE & KIRSTEN RUSSELL

Company/Organization: _____

Address: 4719 W BEACH BLVD

Phone Number: 913-488-5588

Other Contact Information (if applicable): _____

Site Information

Tree Application Permit #: 2603 TP 024

Site Address/Parcel #: 4719 W BEACH BLVD

Number of Trees Unable to Plant: 5

Are there existing trees proposed to be removed for this site? (YES) NO

Is there existing greenspace on the site where trees cannot be planted? YES (NO)

Justification

The following section shall be used to justify reasons why the applicant should be able to participate in the City of Gulfport tree mitigation trust.

The following are common hardships (but not all) that allow an applicant to partake in the tree mitigation trust: (1) zero-lot-line property (existing building/structure comes up to property edges on all sides), (2) existing utility infrastructure or maintenance zone prohibits trees from being planted, (3) difficult water features, (4) difficult topography, (5) unusual site conditions.

Please list and explain your reasoning/hardships for not being able to plant trees on the site:

NO ROOM DUE TO SIZE OF LOT & BUILDING ON LOT PLUS PROPOSED ADDITION TO EXISTING STRUCTURE

IT CAUSES WATER DRAINAGE TO OUR FOUNDATION BECAUSE TREE TRUNK ABOVE OUR FOUNDATION IT'S ROTTEN

Agreement

The applicant agrees that they have explored all alternative options for planting required trees on site and have exhausted all alternatives. The applicant agrees to provide site plans and landscape plans to the Tree Advisor showing justification for entering the tree mitigation trust.

The applicant agrees to pay the City of Gulfport to plant trees in an alternative location on public grounds or rights-of-way that are comparable to the trees or landscaping otherwise required on site by the City Ordinance. The applicant agrees to pay a one-time, flat fee for the planting and maintenance of such comparable trees. Due to the ongoing maintenance that will be required by the City of Gulfport for the life of the tree, the flat cost estimate for planting and initial maintenance of a comparable tree is two (2) times the base price for a two (2) inch caliper, ten (10) foot the City to purchase the comparable tree in local nursery stock. The applicant agrees to pay the City the current tree mitigation fee for each tree per the schedule in Ordinance Chapter 8, Sec 8-8. (b) that the applicant is unable to plant. Agreeing to pay into the trust does not exempt the applicant from other landscape code requirements not covered in this application.

Acknowledgement

I, MICHEAL RUSSELL (print name), have read and understand the above agreement and agree to abide by its terms and conditions. I certify under penalty of law that I have examined and am familiar with the information submitted and believe the information to be true and accurate.

I agree to mitigate a total of 5 trees through the City of Gulfport tree mitigation trust.

I agree to pay the City of Gulfport Mitigation Price of $ 1,100 (current nursery stock price times two (2)) per tree for a Total Price of $ 220.00 (current mitigation price times the number of trees being mitigated.)

Signature of Applicant: Michael Russell **Date:** 3/16/26

For Office Use Only

Number of trees to be mitigated: _____

Current cost per tree for mitigation bank: _____

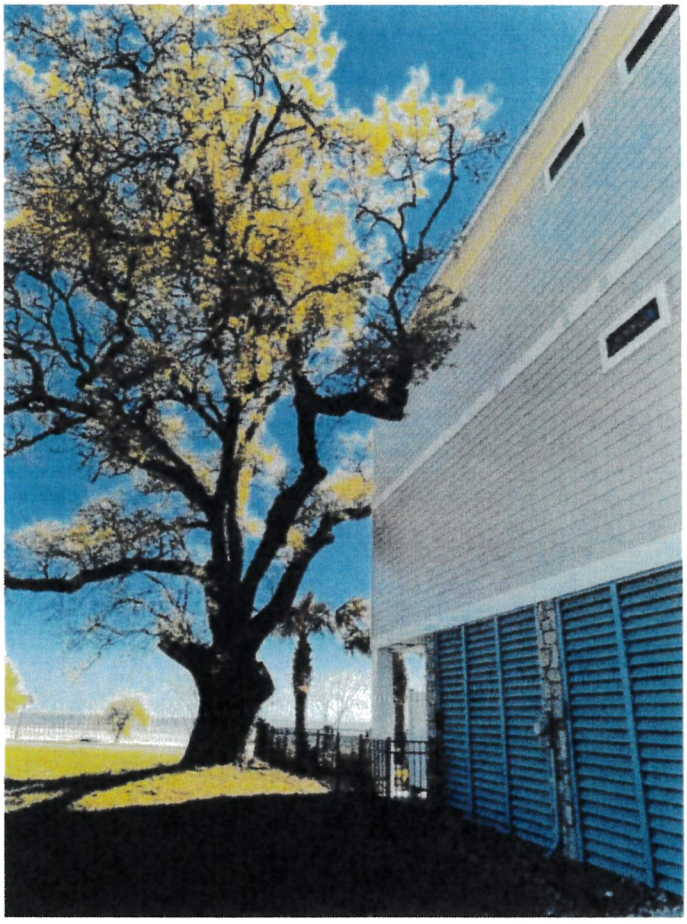
Total tree mitigation cost for Applicant: _____

Tree Mitigation Permit Number: _____

**Permit becomes valid once payment has been received.*

Signature of Tree Advisor: _____ **Date:** _____

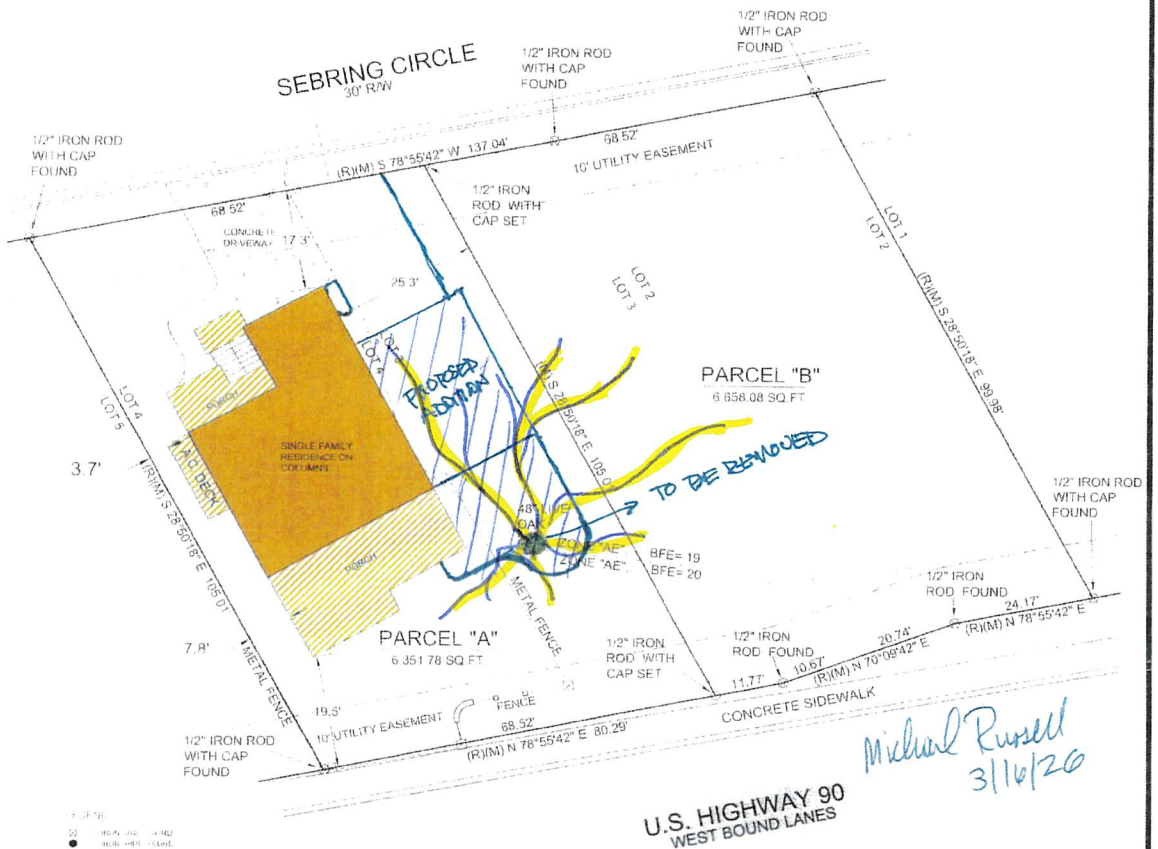

Tree trunk above foundation level
and affects drainage. City wouldn't
approve adding to grade to raise.
Water is affecting our foundation





A RESUBDIVISION OF LOTS 2, 3 AND 4, NINEWATER SUBDIVISION INTO TWO PARCELS, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". SAID LOTS BEING REFERRED TO AS TAX PARCEL NOS. 0711O-04-028.002, 0711O-04-028.003, 0711O-04-028.004
CURRENT ADDRESSES-
4707, 4713 AND 4719 W. BEACH BLVD.

PROPOSED



Michael Russell 3/16/26

LEGEND

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN SMARTCODE 1&1 AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA

NOTES

1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECIEVER
2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 1/19/2026
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC REAL-TIME NETWORK

N
W E
S

REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE F.I.R.M. ZONE "AE" WITH BASE ELEVATIONS OF 19 AND 20 ACCORDING TO MAP NUMBER 28047C0376G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

0 20 40 60

CLIENTS: MICHAEL RUSSELL, KIRSTEN WILSON, BRADLEY D. AND BRANDY R FORREST
DATE OF FIELD SURVEY: 1/19/2026
DRAWN BY: CAC
JOB NUMBER: 15174 LOTS 2-4

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

1st JUDICIAL DISTRICT
Instrument 2026-0003751-D-J1
Filed/Recorded 02/27/2026 3:05:01 PM
Total Fees 26.00
2 Pages Recorded

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

File#251744

Indexing Instructions:
The W ½ of Lot 3, Nine Water S/D
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,

BRADLEY D. FORREST and BRANDY R. FORREST
1011 ALPHABET ROAD
GULFPORT, MS 39503
(228) 346-0870

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

MICHAEL RUSSELL and wife, KIRSTEN WILSON-RUSSELL
as tenants by the entirety with full rights of survivorship and not as tenants in common
4719 W. BEACH BLVD.
GULFPORT, MS 39507
(913) 488-5588

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:

> **The West One-Half (W 1/2) of Lot Three (3), NINE WATER 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 59 at Page 19 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 27th day of February, 2026.

BRADLEY D. FORREST

BRANDY R. FORREST

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **BRADLEY D. FORREST and BRANDY R. FORREST**, 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 27th day of February, 2026.

NOTARY PUBLIC

(S E A L)

My Commission Expires:



2605PC070

Appeal



Legend

- Site
- US or State Highway
- Street
- Alley
- Buildings

0 10 20 30

Yards

1 inch = 90 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0711O-04-028.004	MIKE & KIRSTEN RUSSELL (OWNERS)	4719 W BEACH BLVD	GULFPORT	MS	39501
			Adjacent Property Owners (2605PC070)				
	90962	0711O-04-025.000	TUSCAN VILLAS CONDO ASSOC INC	1521 GIUFFRIAS AVE	METAIRIE	AL	70001
	80833	0711O-04-028.001	PRUSSIA STEPHEN LEO & LYNN SMITH	4701 W BEACH BLVD	GULFPORT	MS	39501
	80840	0711O-04-028.008	RIED DEWAINE L & SUSAN E -TRUSTEES-	4743 W BEACH BLVD	GULFPORT	MS	39501
	80839	0711O-04-028.007	TRAN TIEN & DANG PHUNG KIM	15281 CAMELOT DR		MS	39540
	80838	0711O-04-028.006	SMITH CHRISTINE DANIELLE	4731 W BEACH BLVD	GULFPORT	MS	39501
	80837	0711O-04-028.005	FITZGERALD MICHAEL & DIANE	703 CENTRAL AVE	HOUMA	LA	70364
	80836	0711O-04-028.004	RUSSELL MICHAEL & KIRSTEN WILSON	14315 REEDER ST	OVERLAND PARK	KS	66221
	80835	0711O-04-028.003	FORREST BRADLEY D & BRANDY R	1011 ALPHABET RD	GULFPORT	MS	39503
N	80834	0711O-04-028.002	FORREST BRADLEY D & BRANDY R	1011 ALPHABET RD	GULFPORT	MS	39503
	80842	0711O-04-028.010	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80843	0711O-04-028.011	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80841	0711O-04-028.009	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80854	0711O-04-028.022	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
	80853	0711O-04-028.021	PRUSSIA STEPHEN L & LYNN S	4701 W BEACH BLVD	GULFPORT	MS	39501
N	90903	0711O-04-028.000	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80855	0711O-04-028.023	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80850	0711O-04-028.018	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80851	0711O-04-028.019	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571
N	80852	0711O-04-028.020	2G HOLDING LLC	9326 LOBOUY RD	PASS CHRISTIAN	MS	39571

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON
Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Special Exception 2606SE071: Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2606SE071

Hearing Date: Zoning Board May 21, 2026
Planning Commission May 28, 2026

Current Zoning/Use: T6 / Vacant Structure

Legal: Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

TECHNICAL DETAILS

The applicant is requesting a Special Exception to be granted to open lounge use at 1429 25th Avenue. The property in this application is zoned T6 (Urban Core Zone), so the zoning requires for special exception of this use. Ordinance 3158 approved on August 3, 2022, eliminated the distance requirements required in the chart of permitted uses for these establishments, however the proposed lounge use is still required to go through Special Exception. The applicant has provided an affidavit that the state requires, that lets us know that the applicant is compliant with Mississippi Code 67-1-51. According to Mississippi Code 67-1-51 section (3) (a), " Except as otherwise provided in this subsection, no authority shall be granted to any person to manufacture, sell or store for sale any intoxicating liquor as specified in this article within four hundred (400) feet of any church, school (excluding any community college, junior college, college or university), kindergarten or funeral home. However, within an area zoned commercial or business, such minimum distance shall be not less than one hundred (100) feet." The closest active church use, St. John the Evangelist, is approximately 775 feet away from the subject property. It should be noted that St. John's school and Ovation Learning Center were located up the street, however, neither have active licenses but are approximately 426 from the subject site. Upon review, the area is surrounded by many commercial uses such as Rock-N-Roll Sushi, Coast Roast Coffee & Tea, Pop Brothers, and Hancock Bank. It should be noted that the site is located within the downtown area that lifts the parking requirements that would otherwise need to be met.

EXECUTIVE SUMMARY

The applicant requests a special exception to establish a liquor store at 1429 25th Avenue, zoned T6 (Urban Core Zone). It should be noted that according to Appendix A, Section VI (A) (1), properties within the Central Business District of Gulfport are exempt from the off-street parking requirements. The site in question is located within the Central Business District according to the official zoning map. The applicant states that building will be aesthetically pleasing and that the business will be an asset to the downtown area. The immediate area has many commercial uses such as Rock-N-Roll Sushi, Coast Roast Coffee & Tea, Pop Brothers, and Hancock Bank. The closest church use, St. John the Evangelist, is approximately 775 feet away from the subject property. It should be noted that St. John's school and Ovation Learning Center were located

across the street, however, neither have active licenses but are approximately 426 feet from the subject site.

Any approval should consider these conditions:

1. Approval from both Planning Commission and Zoning Board would allow for lounge use.
2. Must comply with all current Building Codes and City of Gulfport Ordinances.
3. Make sure landscaping is protected if any outside renovation is done.

DEPARTMENTAL CONDITIONS

Engineering:	No conditions. Memo dated 5/7/2026.
Public Works:	No comment as of 5/8/2026.
Traffic and Safety:	No conditions. Memo dated 4/29/2026.
Building Code Services:	Conditions. Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 4/29/2026.
GIS:	No conditions. Memo dated 5/8/2026.
Police Department:	No comment as of 5/8/2026.
Fire Department:	No conditions. Memo dated 4/30/2026.
City Arborist:	No comment as of 5/8/2026.
Leisure Services:	Conditions. Make sure landscaping is protected if any outside renovation is done. Memo dated 4/30/2026.

DIRECTOR APPROVAL

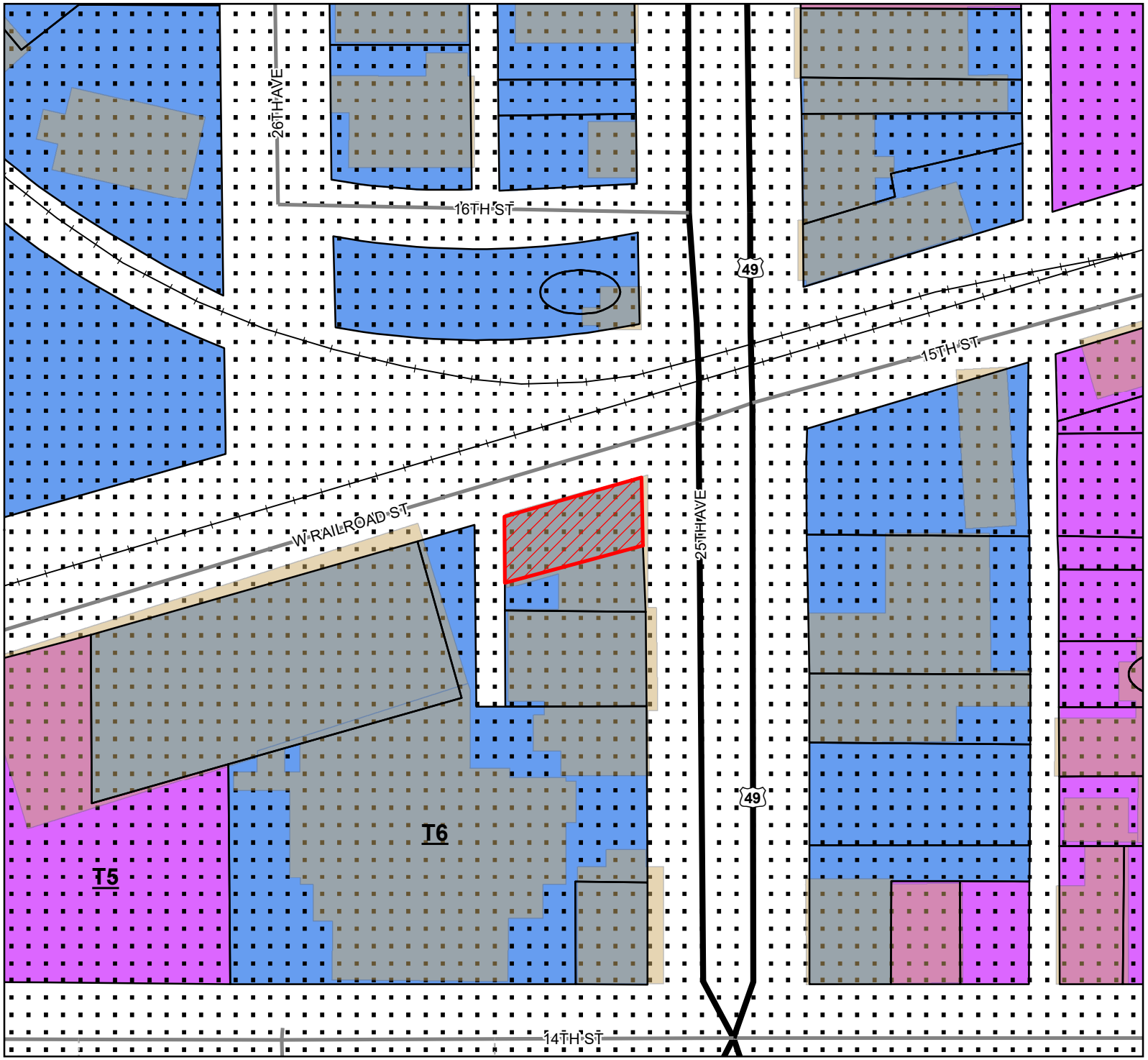
This report has been reviewed and approved by:

Greg S. L

Greg Holmes
Director of Urban Development Department

2606SE071

Special Exception



Site
US or State Highway
Street
Alley
Railroad
Parcels
Buildings

Smart Code

T6
T5

Site Information

0811K-04-001.000
Zoning: T6 (Urban Core Zone)
Size: 4874.17 sqft
Flood: X

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

WD 4-8-26

CASE NUMBER
2606SE 021
R# 3792124

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

0811K-04-0001.000	

Property Address: 1429 25th Ave Gpt 39501

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

General Description of Request: Serve alcoholic beverages at place of business located at property address, To be a bar and lounge.

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:

Anewsouth Properties, LLC
Printed Name of Owner

2211 Government St
Mailing Address

Ocean Springs, MS 39564
City State Zip Code

228-215-1699
Home Phone Work/Cell Phone

pam@croberdsgc.com
Email

Signature of Owner

AGENT:

Kelli Bell
Printed Name of Agent

1612 Cahill Dr.
Mailing Address

Gpt MS 39507
City State Zip Code

228-323-5318
Home Phone Work/Cell Phone

fayes.gpt@gmail.com
Email

Signature of Agent

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

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

Name of Owner (PRINT) Anewsouth Properties, LLC

Address (Street, City, State, Zip Code) 2211 Government St Ocean Springs, MS 39564

Phone (Home) _____ (Work) 228-215-1699 (Cell) _____

Tax Parcel Number(s) Owned: 0811K-04-001.000

Signature:

Name of Owner (PRINT) Anewsouth Propertes, LLC

Address (Street, City, State, Zip Code) 2211 Government St Ocean Springs, MS 39564

Phone (Home) _____ (Work) 228-215-1699 (Cell) _____

Tax Parcel Number(s) Owned: 0811K-04-001.000

Signature:

Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____

Covenant Affidavit

I, Kelli Bell, being owner or agent of the property 1429 25th Ave, Gpt 39501

PRINT NAME | PRIMARY ADDRESS OR PARCEL

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

Signature | 4/7/2026 *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of April, 2026

9-6-29

Notary Public | *Commission Expiration*

STATE OF MISSISSIPPI NOTARY PUBLIC ID#78428 LORI L. CROAL Commission Expires 09/06/2029 HARRISON COUNTY

Designation of Agent

I, Cammack Roberds (PRINT NAME), being property owner of 1429 25th Ave. Gulfport, MS 39501 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize Kelli Bell (PRINT NAME) to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature Anewsoouth Properties

04/02/2026

Da

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2nd day of April, 20 26

Notary Public

PAMELA THOMPSON COMMISSION #293909 NOTARY PUBLIC EXPIRES NOVEMBER 28 2029 HARRISON COUNTY STATE OF MISSISSIPPI

11/28/2029

Commission Expiration

Special Exception Submissions

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

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

_ The following, where applicable must be addressed:

- Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

  To ensure smooth traffic flow and minimize conflict points between vehicles and the public right-of-way, the streets are conducive to even traffic flow with separate north/south bound double lanes and adequate turning points on the main corridor. It includes public parking along the entire block, adjacent to the entry of the building and extending on all city blocks throughout the downtown area. All streets are appropriately marked for directional purposes. Wide dedicated sidewalks are adjacent to the building and on each block, directionally, throughout the downtown area. The venue design is a smaller, more intimate experience concept and will be easily accessible from any point in the downtown area, via public parking.

  The building has one main entry point located at the main street and 2 additional egress points on the north side of the building that have easy, unencumbered access. The city of Gulfport is well equipped and prepared for emergencies with local fire stations and medical facilities strategically positioned near downtown. Access to the building in case of fire or catastrophe is unencumbered.

- Off-street parking and loading areas where required, with particular attentino to those items listed in the above bullet statement and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.

  The loading area, if needed, will be adjacent / alongside to the north side of the building. There are no economic, noise, glare or odor effects that will impact adjoining properties.

- Refuse and service areas, with particular reference to the two items in the above.

  Refuse and service areas will be located at the rear of the building. There is an existing area currently used for this purpose.

- Utilities, with reference to the location, availability, and compatibility.

  Mississippi Power and the City of Gulfport (water/sewer) are providers of required services. They are the sole providers for required services and are compatible with the downtown business district. Waste Pro is the management provider of waste services and provides weekly garbage pick-up, as required.

- Screening and buffering with reference to type, dimensions, and character.

  There is no screening or buffering needed onsite. The building is adjacent to one (1) business to the south side. The remaining three (3) sides are not attached to or within close proximity to any other building.

- Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properites in the district.

- **The proposed street signage shall be within the specifications of any/all city codes. Street lighting is**

provided by the city on the main streets. Any additional lighting will be in compliance with city codes.

- Required yards and other open space.

  There will be no open yards or additional outdoor space in conjunction with the building.

- General compatibility with adjacent properties and other property in the district.

  The existing area of the building has been adjacent to a property on the south side for an extended period of time with no compatibility issues or concerns. There are no foreseeable issues within the district.

- Over view of why the special exception will be in harmony with the general purpose and intent of the Zoning Ordinance.

  The special exception will be in harmony with the general purpose and intent of the zoning ordinance because the proposed business plan enhances and benefits the financial and physical aspects of the city while also creating a more enticing and appealing downtown area for local residents and tourist alike. The business will offer high quality products and services, keeping in line with current downtown growth and options, while offering an appealing and exciting option which further enhances the customer's downtown experience.

  The business is very appropriate, appealing and in line with the development of the downtown district. The target clientele includes retirees, parents, young professional local residents, and tourists looking for a cozy, trendy, curated and intimate experience.

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

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

____ The following, where applicable must be addressed:

- Transportation and access

  To ensure smooth traffic flow and minimize conflict points between vehicles and the public right-of-way, the main street has public parking along the entire block, adjacent to the entry of the building and extending on all city blocks throughout the downtown area. The streets are conducive to even traffic flow, with separate north/south bound double lanes and adequate turning points on the main road. All streets are appropriately marked for directional purposes. Wide dedicated sidewalks are adjacent to and in each block, directionally, throughout the downtown area.

- Water supply and waste disposal

- **Water and sewer are provided by the City of Gulfport and are compatible with the downtown business district. Waste Pro is the management provider of waste services and will provide weekly garbage pick-up, as required**

- Fire, police protection and other public facilities

- **The building has one main entry point located at the main street and 2 additional egress points on the north side of the building that have easy, unencumbered access. The city of Gulfport is well equipped and prepared for emergencies with local fire stations and healthcare facilities positioned near downtown. Access to the building in case of fire or catastrophe is unencumbered.**

- Not causing undue traffic congestion for creating a traffic hazard, as as being in harmony wit the orderly and appropriate development of the district in which the use is located.

- **The venue design is a smaller, more intimate experience concept and will be easily accessible from any point in the downtown area, via public parking. The business is very appropriate, appealing and in line with the development of the downtown district. The target clientele includes retirees, parents, young professional local residents, and tourists looking for a cozy, trendy, curated and intimate experience.**

The proposed business, Faye's, meets the required distance requirements for a bar or lounge.

4/8/2026

STATE OF MISSISSIPPI
WILLIAM DICKINSON
ID NO. 496421
Commission Expires
08/10/2029
NOTARY PUBLIC
JACKSON COUNTY



1 inch = 25 feet

DATA DISCLAIMER:

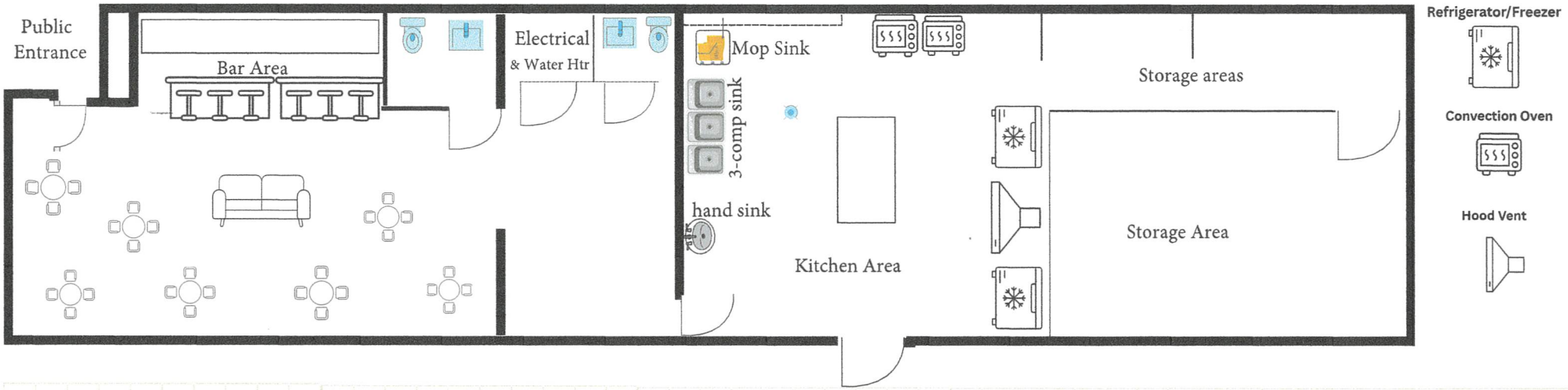
All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service 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.

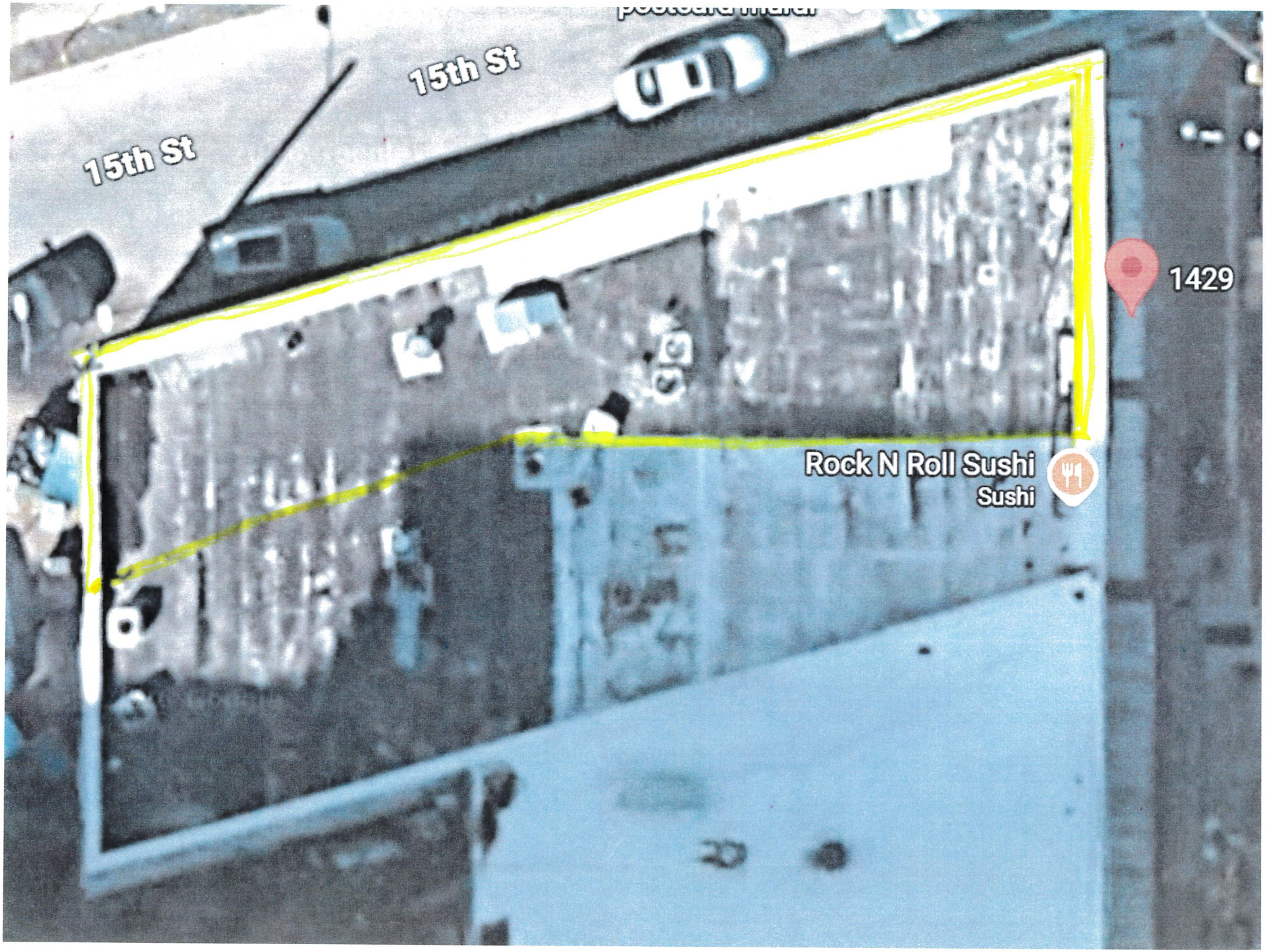
N

Area Map

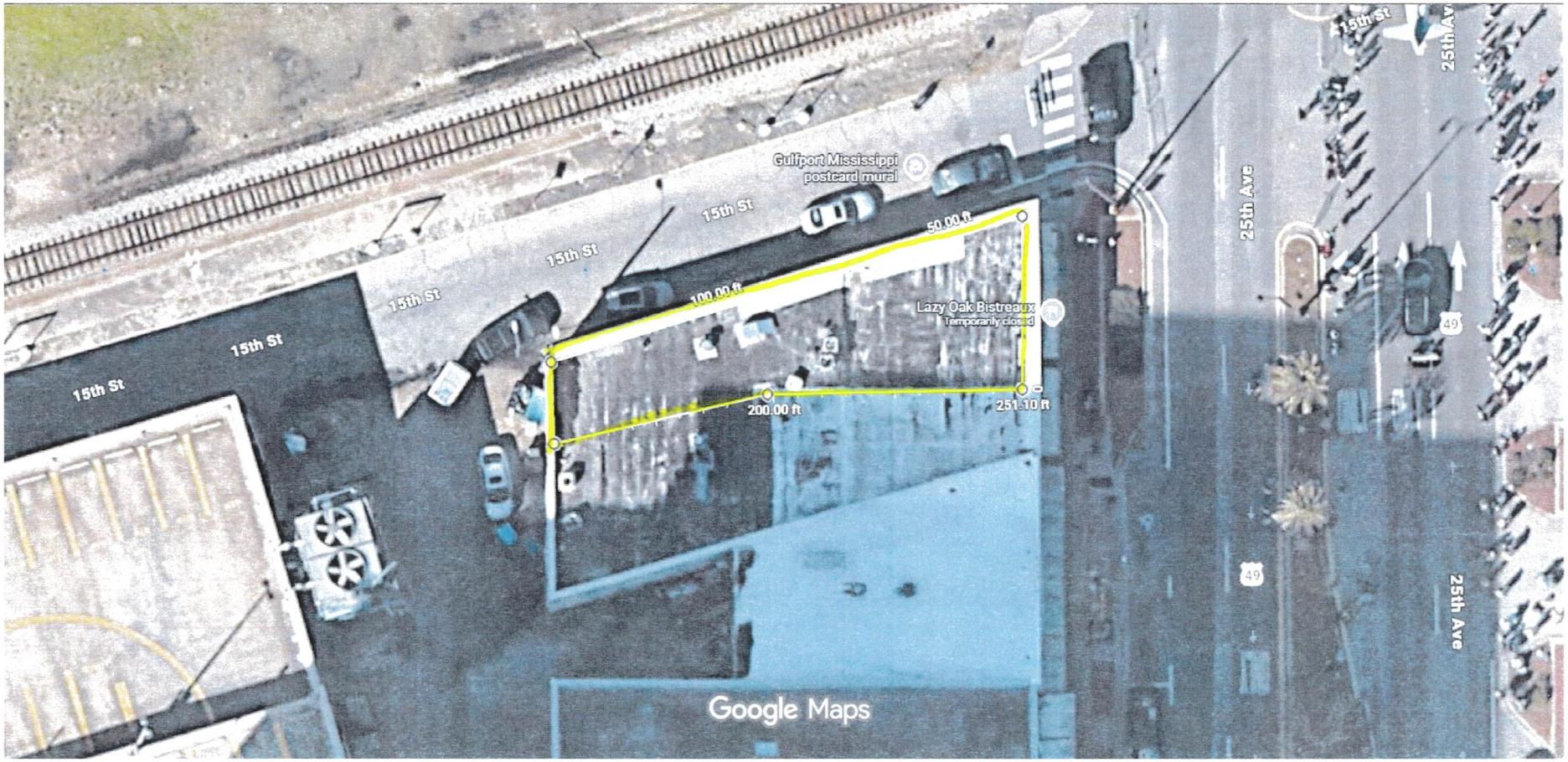
Parcels

Printed 4/8/2026


Public Entrance
Bar Area
Electrical & Water Htr
Mop Sink
3-comp sink
hand sink
Kitchen Area
Storage areas
Storage Area
Refrigerator/Freezer
Convection Oven
Hood Vent


15th St
15th St
1429
Rock N Roll Sushi
Sushi

Google Maps



Imagery ©2026 , Map data ©2026 Google 20 ft

Measure distance
Total area: 2,276.91 ft² (211.53 m²)
Total distance: 251.10 ft (76.53 m)

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
ANewSouth Properties LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1038773
Status:	Good Standing
Effective Date:	03/28/2014
State of Incorporation:	Mississippi
Principal Office Address:	2211 Government St, 10051 Lorraine Rd Ste A Ocean Springs, MS 39564

Registered Agent

Name

Patel, Anupan
110 Asbury Park Dr.
Pearl , MS 39208

Officers & Directors

Name	Title
Jason O Rosetti 2500 13TH STREET, SUITE 3 GULFPORT, MS 39501	Member
Roberds Bros., LLC 2211 Government Street Ocean Springs, MS 39564	Member
Cam Roberds 2211 Government Street Ocean Springs, MS 39564	Secretary

Our File: B140499

1st Judicial District
Instrument 2014 4067 D -J1
Filed/Recorded 6/17/2014 09:37 A
Total Fees $ 12.00
2 Pages Recorded

PREPARED BY & RETURN TO:
Schwartz, Orgler & Jordan, PLLC
PO BOX 4682
BILOXI MS 39535
228-388-7441

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,

NINA J. CARVER , HAROLD M. CARVER AND JENNIFER J. CARVER,

200 Main St, Bay St Louis, MS 39520, 228- 216-4169 ,

do hereby sell, convey and warrant unto

ANEWSOUTH PROPERTIES, LLC,

110 Asbury Park Dr, Pearl, MS 39208, 228- 219-0182 ,

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:

Lot One (1), Block 161, ORIGINAL GULFPORT, 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 11 at page 9 (Copy Book 4A at page 368) thereof, reference to which is hereby made in aid of and as a part of this description.

The above described property is no part of the homestead of the Grantor(s) 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.

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the

Grantee herein.

WITNESS OUR SIGNATURES, on this the 3rd day of June, 2014.

Nina J. Carver

Harold M. Carver

Jennifer J. Carver

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Nina J. Carver , Harold M. Carver, and Jennifer J. Carver , who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of June, 2014.

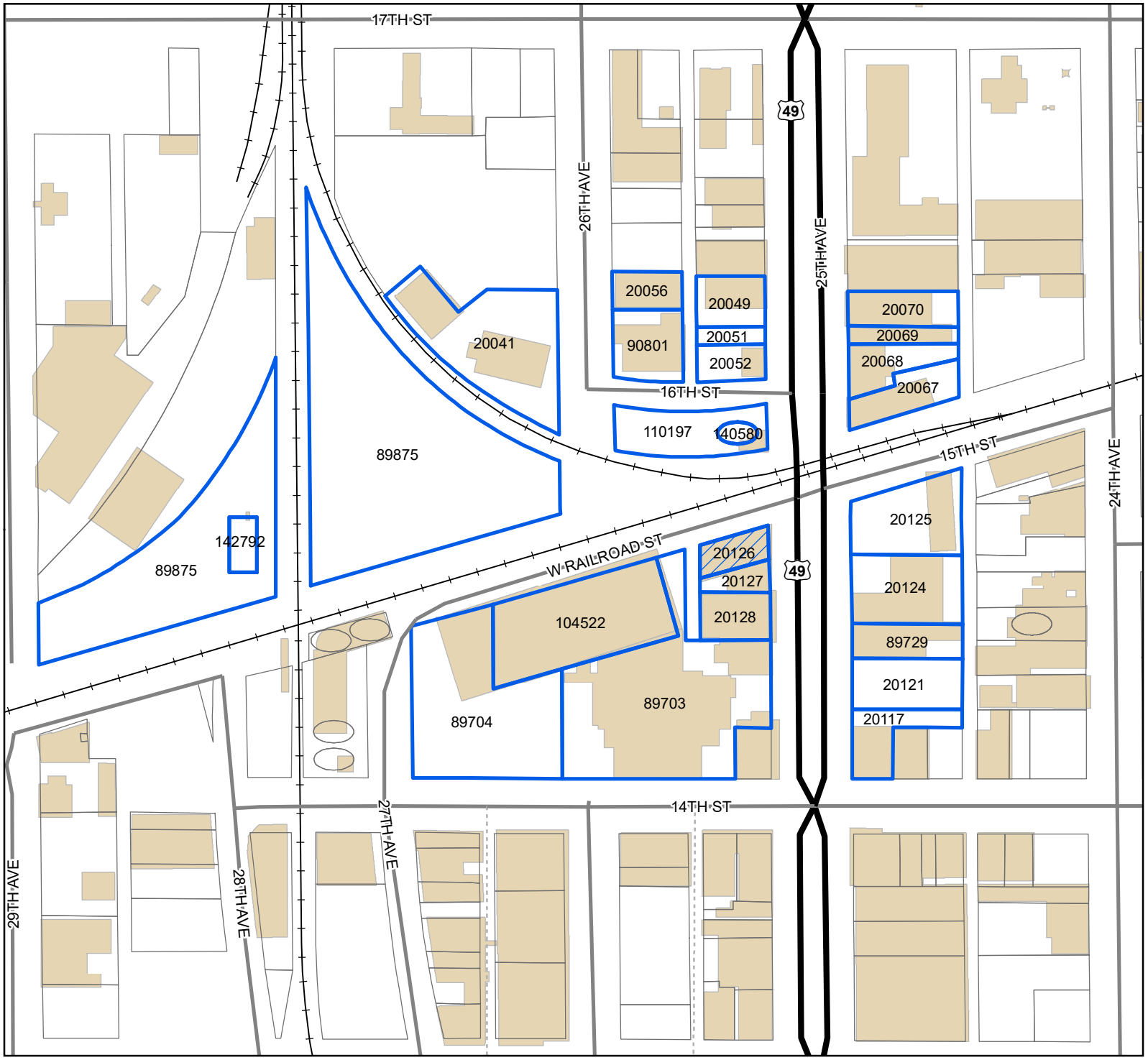
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64152 KASEY ANN GANNON Commission Expires Sept. 27, 2017 HARRISON COUNTY

My Commission Expires:

2606SE071

Special Exception



Legend

- Site
- US or State Highway
- Street
- Alley
- Railroad
- Buildings

0 30 60 90

Yards

1 inch = 200 feet

N W E S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0811K-04-001.000	ANEWSOUTH PROPERTIES, LLC (OWNER)	2211 GOVERNMENT STREET	OCEAN SPRINGS	MS	39564
			KELLI BELL (AGENT)	1612 CAHILL DRIVE	GULFPORT	MS	39507
			Adjacent Property Owners(2606SE071)				
	20056	0811F-04-063.000	WETZEL JAMES K & GARNETTE ANN ETAL	P O DRAWER 1	GULFPORT	MS	39502
	20068	0811F-04-039.000	GULF PINES GIRL SCOUT COUNCIL IN	500 HUTCHINSON AVE	HATTIESBURG	MS	4E+08
	20126	0811K-04-001.000	ANEWSOUTH PROPERTIES LLC	2211 GOVERNMENT STREET	OCEAN SPRINGS	MS	39564
N	89703	0811K-04-004.000	HANCOCK BANK	C/O VEE SERVICES, INC.	DALLAS	TX	75230
	20124	0811K-03-022.000	BFS RETAIL & COMMERCIAL OPERATIONS	200 4TH AVE SOUTH	NASHVILLE	TN	37201
	20121	0811K-03-020.000	LEVI JOEL M ETAL	1508 KENSINGTON AVE	OCEAN SPRINGS	MS	39564
	20049	0811F-04-044.000	MARIE TRAVIS & COMPANY LLC	9163 ASHBURN LN	GULFPORT	MS	39503
	90801	0811F-04-064.000	NECAISE LOIS ANN	P O BOX 717	GULFPORT	MS	39502
	20069	0811F-04-038.000	MOSES DEPARTMENT STORE	1612 25TH AVE	GULFPORT	MS	39501
	20051	0811F-04-042.000	MONTELLA PROPERTIES LLC	126 JEFF DAVIS AVE	LONG BEACH	MS	39560
	20070	0811F-04-037.000	TINDELL INVESTMENTS & PROPERTY LLC	20 MOCKINGBIRD LANE	GULFPORT	MS	39507
	20128	0811K-04-003.000	GRIFFIN MARY BRASH ETAL	C/O P O BOX 146	GULFPORT	MS	39502
	20067	0811F-04-040.000	1600 25TH AVENUE LLC	1600 25TH AVE	GULFPORT	MS	39501
	20127	0811K-04-002.000	ICONIC BUILDINGS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	20052	0811F-04-041.000	MONTELLA PROPERTIES LLC	126 JEFF DAVIS AVE	LONG BEACH	MS	39560
N	20125	0811F-03-017.000	HANCOCK BANK	C/O VEE SERVICES INC	DALLAS	TX	75230
N	104522	0811K-04-007.000	HANCOCK BANK	11700 PRESTON ROAD	DALLAS	TX	75230
	89704	0811K-04-006.000	HANCOCK BANK	11700 PRESTON ROAD SUITE 660-#19	DALLAS	TX	75230
N	20117	0811K-03-019.000	LEVI JOEL ETAL	1508 KENSINGTON AVE	OCEAN SPRINGS	MS	39564
	20041	0811F-04-066.000	COS INC D/B/A CLAY'S OFFICE SUPPLY	1601 26TH AVE	GULFPORT	MS	39501
N	89875	0811L-01-001.000	GULFPORT CITY OF				0
	89729	0811K-03-021.000	OWEN JOE SAM	P O BOX 673	GULFPORT	MS	39502
N	110197	0811F-04-075.000	GULFPORT CITY OF	P O BOX 59	GULFPORT	MS	39502
N	140580	0811F-04-075.000	POP BROTHERS LLC -LESSEE-	C/O GULFORT CITY OF -LESSOR-	GULFPORT	MS	39501
N	142792	0811L-01-001.000	ALLTEL COMM WIRELESS OF LA -LESSEE-	D/B/A VERIZON WIRELESS	BASKING RIDGE	NJ	7920

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

General Plan 2606PC072: General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Technical Report

General Plan
(Coffee Creek Subdivision)

GENERAL INFORMATION

Case File Number: 2606PC072

Hearing Date: May 28, 2026

Current Zoning/Use: R-2 / Vacant Property

Legal: General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 96-lot 14.5-acre residential Zero Lot Line subdivision, named Coffee Creek subdivision. The proposed development will include two detention ponds which are considered outparcels. The applicant has included their proposed covenants with the application. The proposed development is West of 29th Street, East of B Avenue, North of 26th Street, and South of 30th Street. The development will have ingress and egress from a new road that will be established named Espresso Oak Lane. This new street will abut 29th street and 28 ½ street. The area is protected by Gulfport Fire and Police and will have capacity for city water and sewer.

The listed lots meet the required sizes of 3,800 square feet for 2 of the lots and 1,200 square feet for each additional lot. The intended setbacks have been shown. The sidewalks have been indicated as well. It should be noted that while Engineering and the Tree Advisor initially expressed disapproval of the plan as submitted, and requested that the case be tabled to give the opportunity to address specific issues, the applicant has provided a revised set of plans resulting in Engineering's comments and Public Work's comments being revised.

Any approval should consider these conditions:

1. All construction shall comply with all City Building Codes and Ordinances. Must meet all ADA requirements for Accessibility.
2. Must comply with Zoning Regulations and Ordinances.
3. Straighten the drain pipe at Lot 67 to run parallel to the lot line but not on the lot line. The drain pipe on an angle would require a drainage easement that reduces buildable space on the lot.

4. Ensure that the outfall pipe at Lot D where it discharges will not be designed or built in a manner that could result in the toe of the creek bank slope from Lot 75 eastward being subject to erosion that could destabilize the slope in the long run.
5. Confirm that the 24-inch sewer force main on Espresso Oak Lane/ E Avenue at 29th Street is of sufficient depth as to not conflict with new street construction. If not, provide plans to modify the force main.
6. Confirm that the air release valve vault on Espresso Oak Lane/ E Avenue at 29th Street is rated for traffic and can accommodate traffic on top of it. If not provide plans to modify the vault accordingly.
7. Vacate and conflicting streets and easements in the underlying platted subdivision.
8. See Engineering Departments comments for conditions.
9. Must comply with the requests of Tree Advisory. (See Attached)

DEPARTMENTAL CONDITIONS

Engineering:

Conditions.

1. Straighten the drain pipe at Lot 67 to run parallel to the lot line but not on the lot line. The drain pipe on an angle would require a drainage easement that reduces buildable space on the lot.
2. Ensure that the outfall pipe at Lot D where it discharges will not be designed or built in a manner that could result in the toe of the creek bank slope from Lot 75 eastward being subject to erosion that could destabilize the slope in the long run.
3. Confirm that the 24-inch sewer force main on Espresso Oak Lane/ E Avenue at 29th Street is of sufficient depth as to not conflict with new street construction. If not, provide plans to modify the force main.
4. Confirm that the air release valve vault on Espresso Oak Lane/ E Avenue at 29th Street is rated for traffic and can accommodate traffic on top of it. If not provide plans to modify the vault accordingly.
5. Vacate and conflicting streets and easements in the underlying platted subdivision.

Memo dated 05/22/26

Public Works: See Engineering Departments comments for conditions. Memo dated 05/22/26

Traffic and Safety: No comment as of 5/18/2026

Building Code Services:	All construction shall comply with all City Building Codes and Ordinances. Must meet all ADA requirements for Accessibility. Memo dated 05/08/26.
GIS:	No conditions. Memo dated 05/15/26.
Police Department:	No comment as of 5/18/2026
Fire Department:	No conditions. Memo dated 05/06/26.
City Arborist:	**Disapprove:** See Attachment. Memo dated 05/07/2026.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Arborist Memo

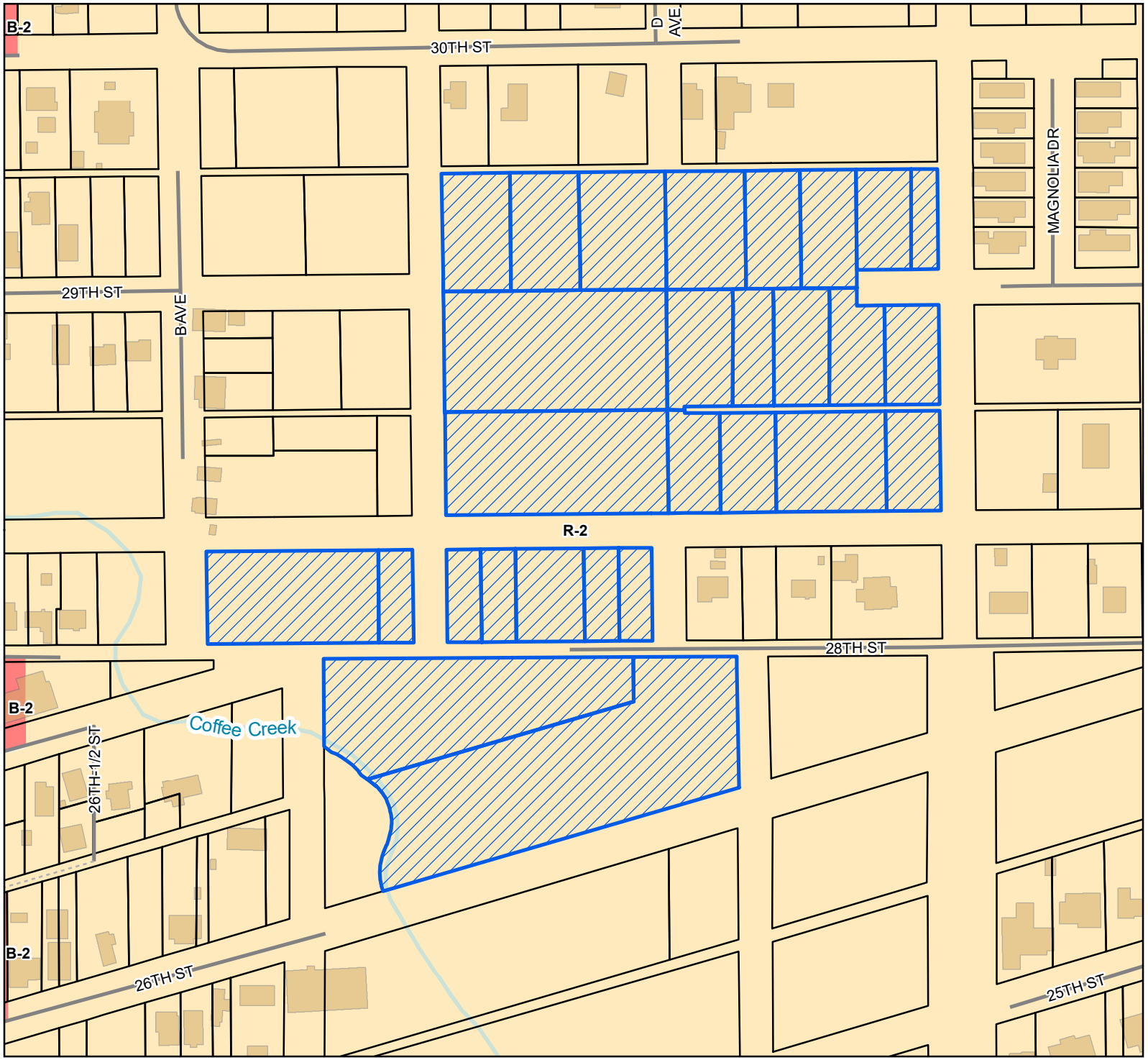
Sec. 8-5 Permits required (a) It shall be unlawful for any person, without first obtaining a permit to do so as in herein provided, to remove, cause to be removed, relocate or substantially alter or trim, or to effectively remove as a result of damaging or destroying any protected tree or to change the residual density on a lot or site.

Sec. 8-12 Construction near trees(a)(b)(c)(d)(e)(f)

Plat lines need to be adjusted to protect protected trees and residual density

2606PC072

General Plan



Site
Street
Alley
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District

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

Site Information

0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-03-031.000, 0910N-03-032.000, 0910N-03-033.000, 0910N-03-034.000, 0910N-03-035.000, 0910N-03-036.000, 0910N-03-037.000, 0910N-03-038.000, 0910N-03-039.000, 0911C-01.017.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-04-039.000, 0910N-04-046.000, 0910N-04-045.000, 0910N-04-044.000, 0910N-04-043.000, 0910N-04-042.000, 0910N-04-041.000, 0910N-04-040.000, 0911C-01-006.000
Zoning:R-2 (Single Family)
Size: 13.19 Acres
Flood: A ,X, AE

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR ZERO LOT LINE

For Staff Use Only

Case File #: 2606PC072
Date Received: 4-8-26
Receipt #: 13792320
Received By: SDS
Zoning: R-2
Ward: 3 Flood: X, AE
Size: 12.96 acres

Property Information

TAX PARCEL # See attached page

(If necessary, use separate sheet of paper)

Address of Property Involved: Accessed from west end of the portion of 29th St which is west of "F" Ave. and Magnolia Ct.

Lot(s) _____, Block(s) _____, Subdivision Portion of subdivisions 194, 325, and 412

General Location: Between Hewes Ave. and Courthouse Rd , west of the west end of the portion of 29th St which is west of "F" Ave. and Magnolia Ct.

GENERAL DESCRIPTION OF REQUEST:
Approval of the subdivision plans and specifications for construction

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Lacley, LLC	William E. (Bill) Knesal, Jr.
Printed Name Of Owner	Printed Name Of Agent
12523 Herring Rd.	980 Courthouse Rd. Unit 901
Mailing Address	Mailing Address
Gulfport MS 39503	Gulfport MS 39507
City State Zip code	City State Zip code
cell	cell
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email William E. Knesal, Jr. Digitally signed by William E. Knesal, Jr. Date: 2026.02.02 12:39:13 -06'00'
Signature Of Owner	Signature Of Agent

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

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

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

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

NAME OF OWNER (PRINT) Kevin M. LaCoste

ADDRESS (STREET, CITY, STATE, ZIP CODE 2606 Pineridge Dr. Gearhart, OR 97138

PHONE # _____ (W) same.

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Kevin M. LaC

NAME OF OWNER (PRINT) CHIRON HOSLEY

ADDRESS (STREET, CITY, STATE, ZIP CODE 12523 HERRING RD., GPT. MS 39503

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED SEE ATTACHED LIST IN SUBMISSION PKG.

SIGNATURE: Chiron Hosley Chiron Hosley

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

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

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

NAME OF OWNER (PRINT) Kevin LaCosta

ADDRESS (STREET, CITY, STATE, ZIP CODE 2608 Pine Ridge Dr Seaside, OR 97138

PHONE # (_____ (W) _____

TAX PARCEL NUMBER(S) OWNED See Attached Parcels

SIGNATURE: Kevin LaCosta 02/03/25

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

Certificate ID: 5BFE878F-4101-F111-832E-000D3A4FF82A

Signing Information:

Signing Name: Coffee Creek

ID: 5BFE878F-4101-F111-832E-000D3A4FF82A

Start Date: Feb 03, 2026 02:47:40 PM CST **End Date:** Feb 03, 2026 03:04:02 PM CST

 # Signers: 1 **# Reviewers:** 0 **# CC:** 0

Creator: Robbi Hosley **Email:** robbihosley.rea@gmail.com

Document Information:

Document Name: Coffee Creek Sig Page

ID: E1D5809B-4101-F111-832E-000D3A4FF82A

Pages: 1 **# Signature Blocks:** 1 **# Initial Blocks:** 0

Participant Activity:

Name: Kevin LaCoste **Type:** Email:

Email: klacoste101@yahoo.com

TOS/STAESP/CCD: Accepted: Feb 03, 2026 03:03:40 PM CST [::ffff:10.141.14.132]

EULA/TOS Version: https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf

STAESP Version: https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf

CCD Version: https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf

Document: Signed And Accepted: Feb 03, 2026 03:03:56 PM CST [::ffff:10.141.14.133]

Signature / Initials:

Signature:



Initials:



Certificate ID: 5BFE878F-4101-F111-832E-000D3A4FF82A

Consumer Consent Disclosure

By proceeding and selecting the "**I Agree**" button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service ("**Authentisign**") is provided on behalf of our client ("**Sender**") who is listed with their contact information at the bottom of the Authentisign Signing Participant email ("**Invitation**") you received. The **Sender** will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the **Sender**. You may at any point withdraw your consent by following the procedures described below.

Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple - IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

JavaScript and Cookies must be enabled in the browser.

Certificate ID: 5BFE878F-4101-F111-832E-000D3A4FF82A

Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"
  Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
  *Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"
  Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"
  Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information

Designation of Agent

I, Chiron Hosley, being property owner of 0910x1-03-011.000
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application hereby authorize Kniesal Engineering Services, Inc.
PRINT NAME

to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Chiron Hosley — 04/08/26

Signature — *Da*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 8th day of April, 2026

Sl Smith, Jr.

Notary Public

STATE OF MISSISSIPPI
SAMUEL D SMITH JR
ID NO. 496422
Commission Expires
08/10/2029
NOTARY PUBLIC
HARRISON COUNTY

Commission Expiration

KNESAL ENGINEERING
SERVICES, INC.

February 2, 2026

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

Re: Coffee Creek Subdivision
KES Project No. 3294

Greetings:

On Behalf of Lacley, LLC, I am submitting an Application for General Subdivision Plan for Zero Lot Line development. The following items are attached:

- Application form
- Seven 11"x17" copies of the drawings
- List of parcel numbers
- Property deed
- Agent Authorization
- Two thumb drives containing the subdivision plans and specifications

Please review these for approval at the March 26, 2026 Planning Commission meeting.

Please do not hesitate to contact me at 228-547-4339 if you need additional information.

Sincerely,
KNESAL ENGINEERING SERVICES, INC.

William E. Knesal, Jr.

Digitally signed by William E. Knesal, Jr.
Date: 2026.02.02 01:34:44 -06'00'

William E. Knesal, Jr., P.E.
President

ec: Chiron Hosley <lacleyinvestments@gmail.com>

CONSULTING ENGINEERS

980 COURTHOUSE RD UNIT 901
GULFPORT, MS 39507

COFFEE CREEK SUBDIVISION
TAX PARCEL NUMBERS AND OTHER DATA

Prepared October 7, 2025

	ID	Parcel ID	Subdivision	Section-Township-Range
1.	189362	0910N-03-011.000	194	35-07-11
2.	189363	0910N-03-012.000	194	35-07-11
3.	189364	0910N-03-013.000	194	35-07-11
4.	189365	0910N-03-014.000	194	35-07-11
5.	189366	0910N-03-015.000	194	35-07-11
6.	189367	0910N-03-031.000	194	35-07-11
7.	189368	0910N-03-032.000	194	35-07-11
8.	189369	0910N-03-033.000	194	35-07-11
9.	189370	0910N-03-034.000	194	35-07-11
10.	189371	0910N-03-035.000	194	35-07-11
11.	189372	0910N-03-036.000	194	35-07-11
12.	189373	0910N-03-037.000	194	35-07-11
13.	189374	0910N-03-038.000	194	35-07-11
14.	189375	0910N-03-039.000	194	35-07-11
15.	190333	0911C-01-007.000	325	02-08-11
16.	190897	0910N-04-020.000	412	35-07-11
17.	190898	0910N-04-019.000	412	35-07-11
18.	190899	0910N-04-018.000	412	35-07-11
19.	190914	0910N-04-021.000	412	35-07-11
20.	190915	0910N-04-039.000	<Null>	35-07-11
21.	190922	0910N-04-046.000	412	35-07-11
22.	190923	0910N-04-045.000	412	35-07-11
23.	190924	0910N-04-044.000	412	35-07-11
24.	190925	0910N-04-043.000	412	35-07-11
25.	190926	0910N-04-042.000	412	35-07-11
26.	190927	0910N-04-041.000	412	35-07-11
27.	190928	0910N-04-040.000	412	35-07-11
28.	192981	0911C-01-006.000	325	02-08-11

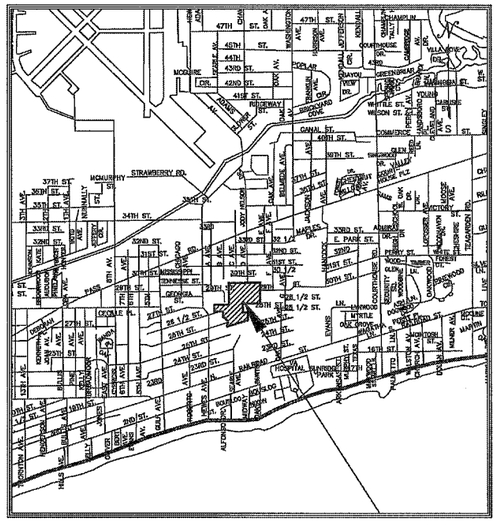
COFFEE CREEK SUBDIVISION

GULFPORT, MS

FOR

LACLEY, LLC

GULFPORT, MS



VICINITY MAP

KNESAL ENGINEERING SERVICES, INC.

980 COURTHOUSE RD UNIT 901
GULFPORT, MS 39507
(228) 867-9100

bill.knesal@knesalengineering.com

SHEET INDEX

REV. C	1.	TS	TITLE SHEET
REV. B	2.	EC-DEMO	EXISTING CONDITIONS AND DEMO
REV. D	3.	PL	STREET AND LOT PLAN
REV. C	4.	DPL-SWPPP	DRAINAGE PLAN AND SWPPP
REV. C	5.	SWPL	SEWER AND WATER PLAN
REV. C	6.	PLPR-1	PLAN & PROFILE
REV. C	7.	PLPR-2	PLAN & PROFILE
REV. C	8.	PLPR-3	PLAN & PROFILE
REV. C	9.	PLPR-4	PLAN & PROFILE
REV. B	10.	SWD	SEWER AND WATER DETAILS
REV. A	11.	DET-1	DETAILS-1
REV. B	12.	DET-2	DETAILS-2

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

William E. Knesal, Jr. PE-07215

Digitally signed by William E. Knesal, Jr.
Date: 2026.04.02 19:09:51 -05'00'

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

DRAWING ISSUE

KNESAL ENG.	DRAWING ISSUE
DATE	SKETCH PLAT
BY	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

SHEET TITLE: TITLE SHEET

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
(228) 867-9100
bill.knesal@knesalengineering.com

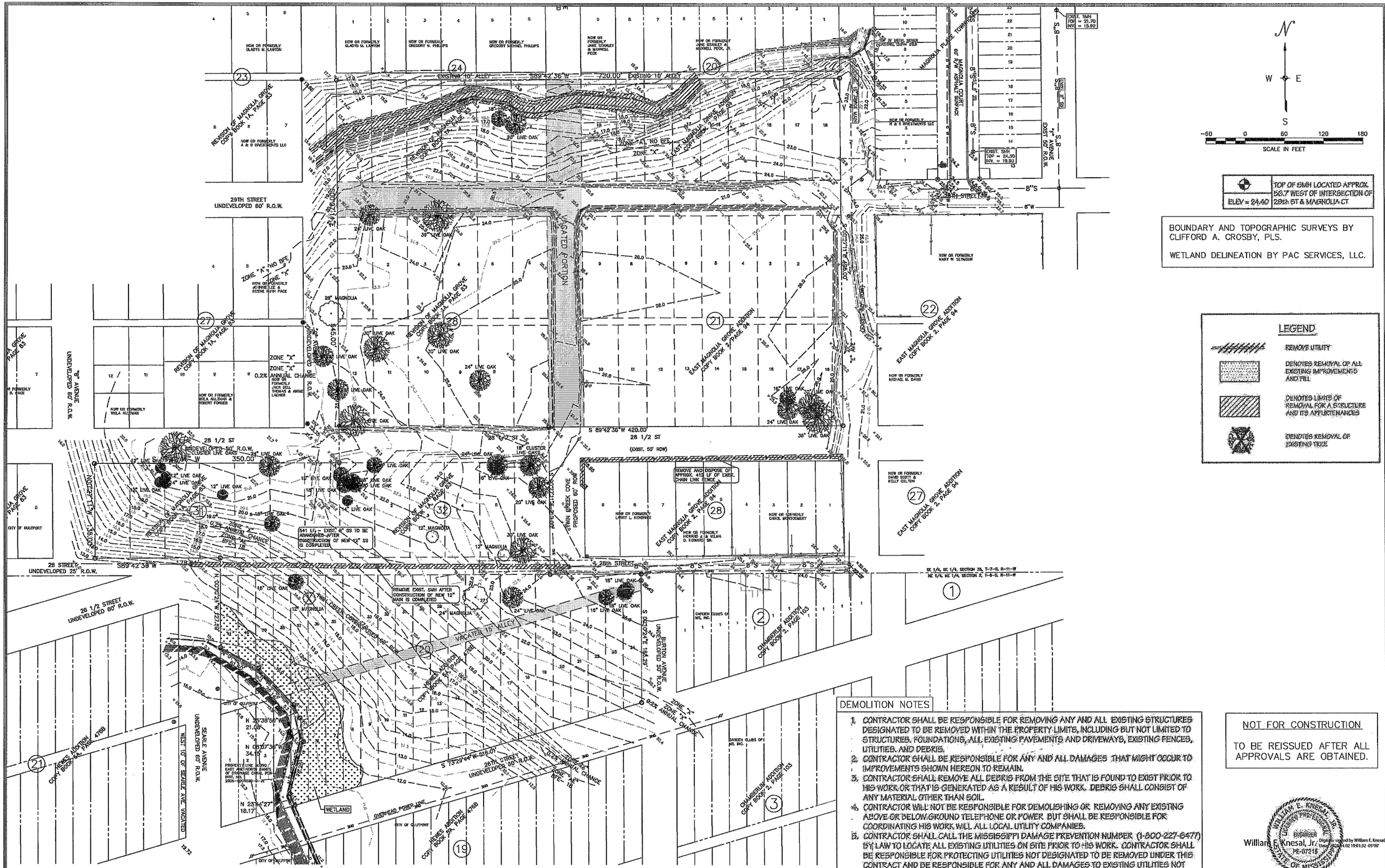
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-TS

REV. D

SHEET 1 OF 12

PROJECT NO. 3294



N

W E

S

−60 0 60 120 180

SCALE IN FEET

⊕	TOP OF SMH LOCATED APPROX. 58.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT
ELEV = 24.40	

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

LEGEND

- REMOVE UTILITY
- DENOTES REMOVAL OF ALL EXISTING IMPROVEMENTS AND FILL
- DENOTES LIMITS OF REMOVAL FOR A STRUCTURE AND ITS APPURTENANCES
- DENOTES REMOVAL OF EXISTING TREE

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

DEMOLITION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING OR REMOVING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WILL ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. REGISTERED PROFESSIONAL ENGINEER PE-07218 STATE OF MISSISSIPPI

William E. Knesal, Jr. Digitally signed by William E. Knesal, Jr. Date: 2024.04.02 19:01:32 -05'00'

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

DRAWING ISSUE		
SKETCH PLAT		
FOR APPROVAL		
APPROVED FOR BID		
APPROVED FOR CONST.		

VISUAL ENG. BY:
DATE:

SHEET TITLE: EXISTING CONDITIONS AND DEMO PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

990 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

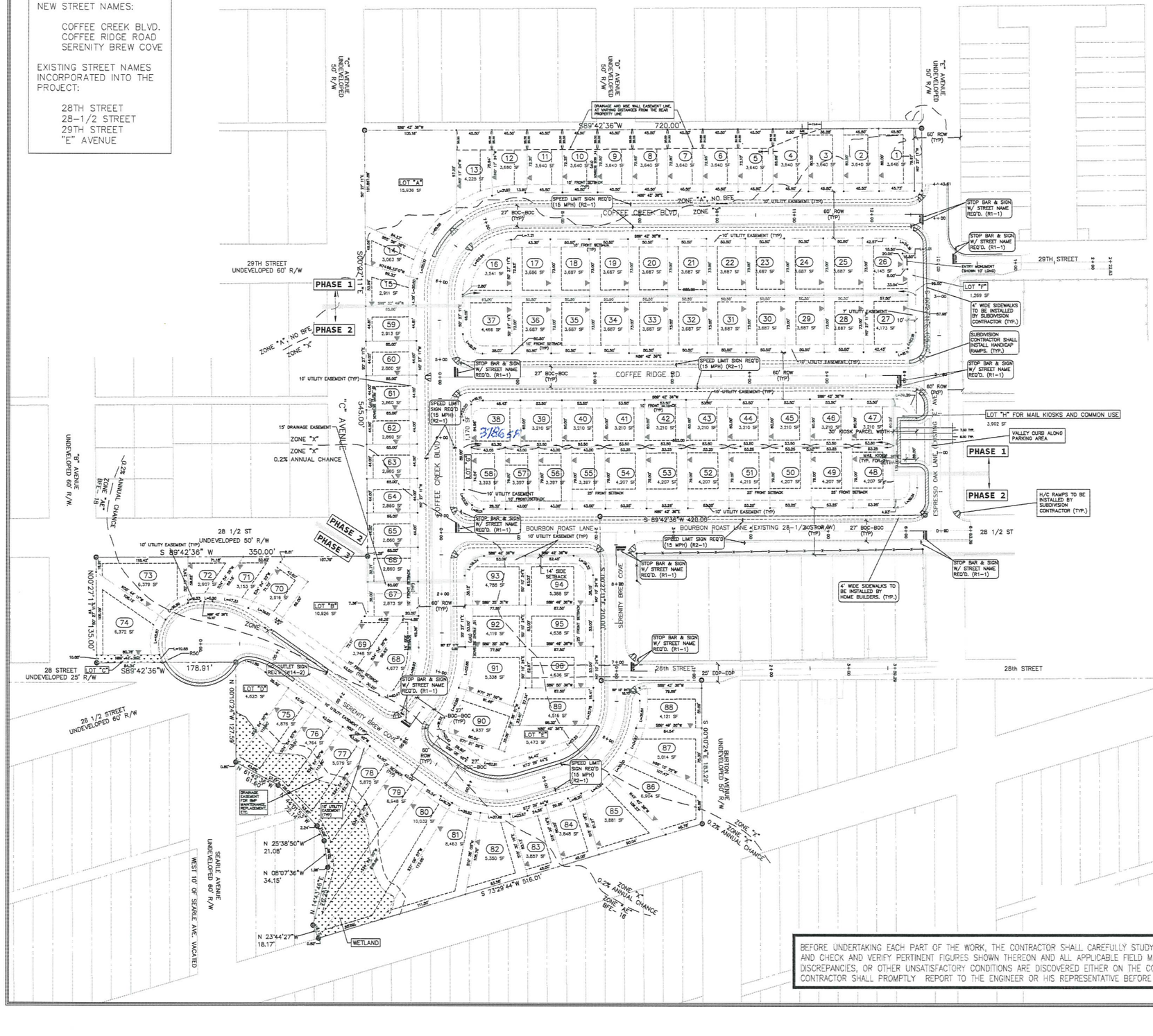
DRAWING NO. 3294-EC-DEMO
REV. A
SHEET 2 OF 12
PROJECT NO. 3294

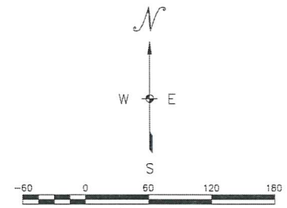
NEW STREET NAMES:

COFFEE CREEK BLVD.
COFFEE RIDGE ROAD
SERENITY BREW COVE

EXISTING STREET NAMES INCORPORATED INTO THE PROJECT:

28TH STREET
28-1/2 STREET
29TH STREET
"E" AVENUE





ELEV = 24.40	TOP OF BMH LOCATED APPROX. 56.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

SITE LEGEND

- TYPICAL SIGN
- TYPICAL STOP BAR
- HEADER CURB
- CURB & GUTTER
- ZERO LOT LINE LOT

SETBACK TABLE

FRONT SETBACK	
LOTS 1-50, 54-61, & 69-100	10.0'
LOTS 51-53 & 62-68	25.0'
REAR SETBACK	8.0'
SIDE SETBACK ABUTTING NON-ZERO LOTLINE LOT	14.0'
SIDE SETBACK - ZERO LOT LINE	0.0'
SIDE SETBACK ABUTTING ROAD	14.0'

THE PROPERTY IS ZONED R-2

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

ENGINEER
William E. Knesal, Jr.
PE-67215
Digitally signed by William E. Knesal, Jr.
2026.04.02 15:12:04 -05'00'

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

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE

KNESAL ENG. DATE	BY	
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: LOT AND STREET PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@kneselengineering.com
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-PL
REV. D
SHEET 3 OF 12
PROJECT NO. 3294

MASS FILL WILL BE DONE ON LOTS 1 THROUGH 13. DESIGN CONTOURS ARE SHOWN ONLY ON THESE LOTS AND THE ADJACENT STREET FOR CONTROL OF THE MASS FILL REQUIRED FOR FILLING THE EXISTING DITCH AND THE RELATED LOTS TO AN ACCEPTABLE ELEVATION FOR HOME BUILDING. THE SHORT-DASHED CONTOUR LINES IN THE OTHER AREAS ARE THE EXISTING SURFACE PER THE TOPO SURVEY BY OTHERS.

INSTALL MECHANICALLY STABILIZED EARTH (MSE) WALLS AT 0.50:1 SIDE SLOPE, INCLUDING THE DISTANCES REQUIRED TO TRANSITION TO 3:1 SLOPE OR TO MEET EXISTING DITCH SLOPES, AS APPLICABLE. APPROX. 443' NORTH SIDE, AND APPROX. 448' SOUTH SIDE.

TOP OF SOUTH SIDE WALL ELEV. 16.0. TOP OF NORTH SIDE WALL WILL VARY WITH EXISTING GRADE, BETWEEN ELEV. 14.3 AND 17.0.

THE MSE CONTRACTOR SHALL INSTALL A WOOD RESIDENTIAL PRIVACY FENCE ADJACENT TO THE TOP OF THE WALL LEAVING NO SPACE FOR THE GROWTH OF TREES. THE INDICATED 10' EASEMENT WILL BE WITHIN THE BACK YARDS OF THE HOMES. IF THE EMBEDDED REINFORCEMENT EXTENDS FURTHER THAN 10' FROM THE WALL, THE EASEMENT WILL BE WIDENED AS NECESSARY BEFORE PLATTING.

THE PROTECTIVE COVENANTS WILL FORBID THE PLANTING OF TREES WITHIN THE EASEMENT.

THE CONTRACTOR SHALL MANAGE EROSION DURING CONSTRUCTION AS BEST SUITS HIS OPERATIONS, BUT THE BOTTOM OF THE PONDS SHALL BE RESTORED TO THE DESIGN ELEVATION MINUS 6" BEFORE FINAL PAYMENT.

DETENTION POND #1 (AVG. 2.45' DEEP, VOLUME = 13,328 cf)
TOP AREA = 6,598 sf; ELEV = 18.0
WATER AREA = 5,222 sf; ELEV = 17.5
BOTTOM AREA = 1,121 sf; ELEV = 11.4

POND OUTLET STRUCTURE #2
PEDESTAL INLET, INV. 11.40
WITH FOUR 5"-WIDE THROAT OPENINGS, EL. = 16.50, AND ONE 8" DIA. ORIFICE @ INV. 11.40

50 LF 15" HDPE @ 0.80% PLUS SES, INV. 11.00

MEET TOP OF EXISTING DITCH BANK

TOE OF SLOPE TO MEET AND MATCH THE EXISTING DITCH TOE, APPROX. ELEV. 10.8

INSTALL APPROX. 280 SY TURF REINFORCEMENT MATTING (TRM) FOR OVERFLOW WEIR AND TIE-IN TO EXISTING DITCH, PER SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

42 LF – 24" HDPE @ 7.76% PLUS SES, INV 11.5 PLUS APPROX. 10 SY TRM

DRAINAGE AND MSE WALL EASEMENT LINE AT VARYING DISTANCES FROM THE REAR PROPERTY LINE

BOTTOM AND TOP OF MSE WALL TO MEET AND MATCH THE EXISTING DITCH TOES AND TOPS OF BANKS

164 LF 15" HDPE @ 0.71% PLUS SES, INV. 14.00 PLUS APPROX. 7 SY TRM

SINGLE ROW SILT FENCE REQ'D. WHEREVER GROUND SLOPES EASTWARD.

REGRADE 30'X20' SECTION @ SAME TO IMPROVE POSITIVE DRAINAGE

CURB INLET #2
TOP = 16.83
INV = 15.24

26 LF – 18" RCP @ 1.31%

CURB INLET #1
TOP = 18.83
INV = 15.58

CURB INLET #16
TOP = 22.23
INV = 15.17
INSTALL INLET CONTROL BMP.

INSTALL 25'x100' CONSTRUCTION ENTRANCE

CURB INLET #12
TOP = 22.66
INV = 18.25

78 LF – 15" RCP @ 0.28%

CURB INLET #13
TOP = 22.19
INV 15" = 18.03
INV 18" = 17.86

119 LF – 18" RCP @ 0.23%

CURB INLET #14
TOP = 21.50
INV 18" = 17.60
INV 18x29 = 17.80

48 LF – 18x29 ARCP @ 0.14%

CURB INLET #15
TOP = 21.31
INV = 17.52

429 LF – SINGLE ROW SILT FENCE REQ'D.

374 LF – 24" RCP @ 0.17%

177 LF – 24" RCP @ 0.25%

CURB INLET #6
TOP = 22.67
INV = 16.87

160 LF – 24" RCP @ 0.53%

CURB INLET #4
TOP = 20.65
INV 24" = 15.84
INV 30" = 15.34

CURB INLET #7
TOP = 21.95
INV = 16.68

42 LF – 30" RCP @ 0.42%

CURB INLET #5
TOP = 19.46
INV = 15.12

INSTALL APPROX. 70 SY TRM IN OVERFLOW SPILLWAY

CURB INLET #9
TOP = 17.31
INV 30" = 12.2
INSTALL INLET CONTROL BMP.

CURB INLET #11
TOP = 17.00
INV = 13.50
INSTALL INLET CONTROL BMP.

20 LF 15" HDPE @ 2.50% PLUS SES, INV. 12.00 PLUS APPROX. 7 SY TRM

63 LF 24" HDPE @ 0.21% PLUS SES, INV. 12.00 PLUS APPROX. 30 SY TRM

CURB INLET #10
TOP = 17.31
INV = 12.15
INSTALL INLET CONTROL BMP.

15" RCP @ 0.44%

CURB INLET #8
TOP = 18.16
INV 18" = 14.82

OUTFALL DITCH TO DISCHARGE ALONG THE BMP. THE DOUBLE SILT FENCE BRUSH DAM ALONG THE EDGE OF THE WETLANDS

THE FIRST CONTRACTOR TO DISTURB THE SURFACE WITHIN 50' OF THIS WETLANDS LINE SHALL INSTALL DOUBLE SILT FENCE, APPROX. 220' TOTAL ALONG LOTS 75–78.

CREATE A BRUSH DAM BMP BY INSTALLING DOUBLE SILT FENCE AT 3' SEPARATION AND INSTALLING BRUSH BETWEEN THE FENCES.

REMOVE ALL ACCUMULATED SILT TO THE LEVEL OF THE EXISTING GRADE BEFORE FINAL INSPECTION AND FINAL PAYMENT

THE FIRST CONTRACTOR TO DISTURB THE SURFACE WITHIN 50' OF THIS WETLANDS LINE SHALL INSTALL DOUBLE SILT FENCE EITHER ALONG THE EDGE OF THE DISTURBANCE OR ALONG THE WETLANDS LINE, APPROX. 70' TO 90' TOTAL ALONG LOTS 79–80.

WETLAND

OVERHEAD POWER LINE

104 LF – 30" HDPE @ 1.43% PLUS SES, INV.12.40 PLUS APPROX. 18 SY TRM

DETENTION POND #2 (VOLUME = 28,096cf)
TOP AREA = 7,333 sf; ELEV = 20.00
WATER AREA = 6,765 sf; ELEV = 19.5
BOTTOM AREA = 1,166 sf; ELEV = 12.3

POND OUTLET STRUCTURE #2
PEDESTAL INLET, INV. 12.30
WITH FOUR 5"-WIDE THROAT OPENINGS, EL. = 16.50, AND ONE 8" DIA. ORIFICE @ INV. 12.30

40 LF – 15" HDPE @ 0.21%

29 LF – 18" RCP @ 0.21%

PHASE 1

PHASE 2

PHASE 3

1,809 LF – SINGLE ROW SILT FENCE REQ'D.

ZONE "A", NO BFE

ZONE "X"

10' UTILITY EASEMENT (TYP)

15' DRAINAGE EASEMENT

ZONE "X"

ZONE "X"
0.2% ANNUAL CHANCE

ZONE "X"
0.2% ANNUAL CHANCE
BFE = 18

ZONE "AE"
BFE = 18

ZONE "X"
0.2% ANNUAL CHANCE

COFFEE CREEK BLVD

COFFEE RIDGE RD

BOURBON ROAST LANE (EXISTING 28th ST 1/2 R/W)

SERENITY BREW COVE

28th STREET

ESPRESSO OAK LANE (EXISTING 6th AVE)

206 LF – SINGLE ROW SILT FENCE REQ'D.

420 LF – SINGLE ROW SILT FENCE REQ'D.

ZONE "X", NO BFE

ZONE "X"

7' UTILITY EASEMENT

ZONE A, NO BFE

ZONE "X"

TOP OF SMH LOCATED APPROX. 56.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT
ELEV = 24.40

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

N

W E

S

–60 0 60 120 180

SCALE IN FEET

CONFORM TO THE REQUIREMENTS OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PUBLISHED FOR THIS PROJECT.

ALL POND SIDE SLOPES SHALL BE 3:1 OR FLATTER.

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

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

WILLIAM E. KNESAL, JR. LICENSED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

William E. Knesal, Jr. ENGINEER PE-07215

Digitally signed by William E. Knesal, Jr. Date: 2019.05.13 09:39:00 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE
SKETCH PLAT
FOR APPROVAL
APPROVED FOR BID
APPROVED FOR CONST.

KNESAL ENG. BY
DATE

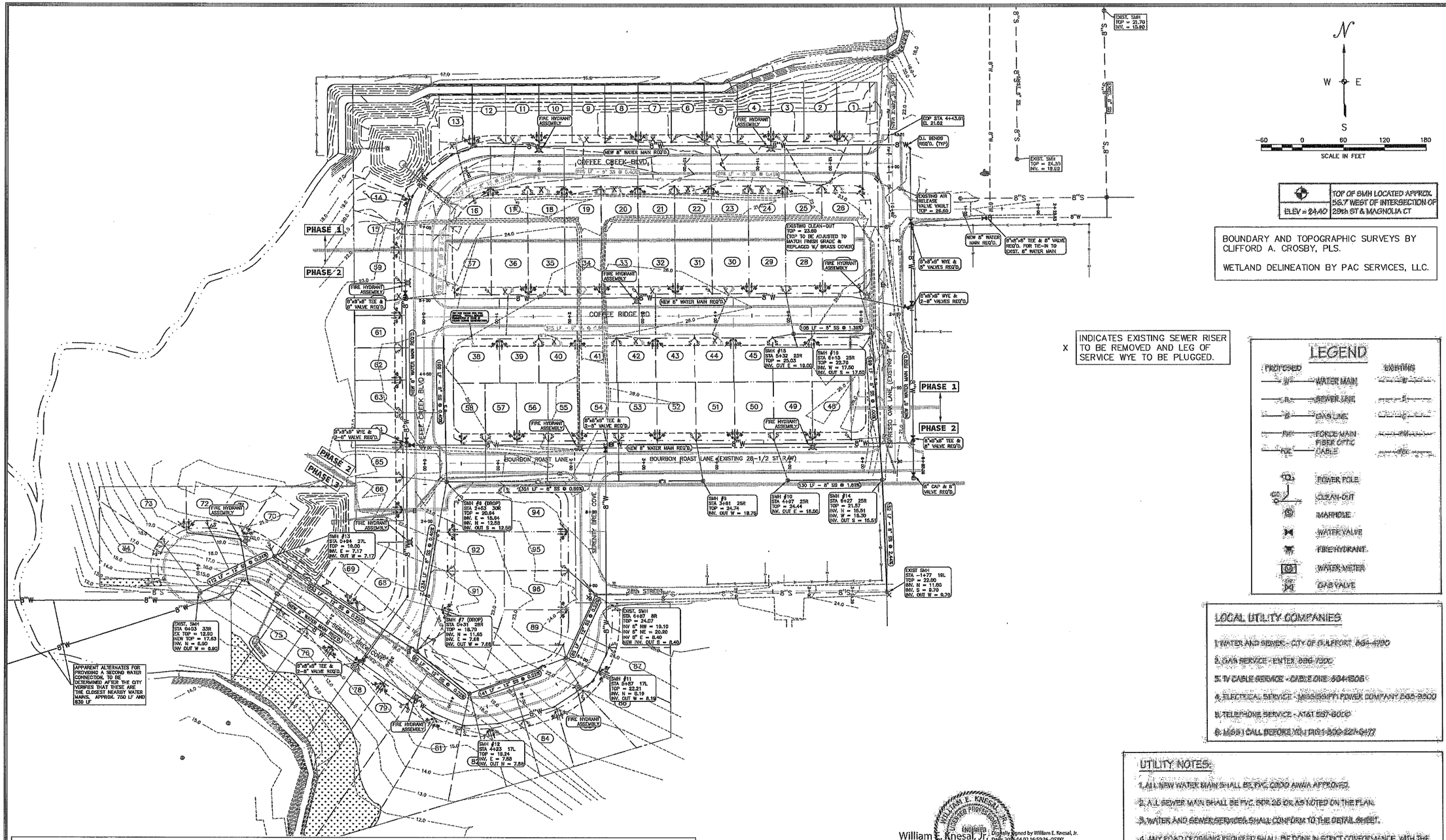
SHEET TITLE: DRAINAGE PLAN AND SWPPP

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS. 39507
228-867-9100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-DPL-SWPPP
REV. C
SHEET 4 OF 12
PROJECT NO. 3294



ELEV = 24.40'	TOP OF SMH LOCATED APPROX. 58.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

X INDICATES EXISTING SEWER RISER TO BE REMOVED AND LEG OF SERVICE WYE TO BE PLUGGED.

LEGEND

PROPOSED		EXISTING
W	WATER MAIN	W
S	SEWER LINE	S
G	GAS LINE	G
FM	FORCE MAIN	FM
FOC	FIBER OPTIC CABLE	FOC
	POWER POLE	
	CLEAN-OUT	
	MANHOLE	
	WATER VALVE	
	FIRE HYDRANT	
W	WATER METER	
	GAS VALVE	

LOCAL UTILITY COMPANIES

1. WATER AND SEWER - CITY OF GULFPORT 863-4700
2. GAS SERVICE - ENTER 866-7200
3. TV CABLE SERVICE - CABLE ONE 604-6506
4. ELECTRICAL SERVICE - MISSISSIPPI POWER COMPANY 865-3500
5. TELEPHONE SERVICE - AT&T 557-8000
6. MISS DIG CALL BEFORE YOU DIG 1-800-227-6477

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, SDR 26 OR AS NOTED ON THE PLAN.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TIE-INS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.

MANHOLES 1, 2, 3, 4, 5, AND 8, AS WELL AS THE RELATED SEWER MAINS, SERVICES LINES, AND SERVICE RISERS HAVE BEEN INSTALLED, AND WILL BE RETAINED ONLY IF ACCEPTED BY THE CITY.

IF ANY OF THE WATER SYSTEM HAS BEEN INSTALLED IT WILL BE RETAINED ONLY IF ACCEPTED BY THE CITY.

A VIDEO OF THE SEWER HAS IDENTIFIED THE LOCATIONS OF THE EXISTING SEWER SERVICE TAPS. THIS PLAN ADAPTS THE PROPOSED SERVICES TO THOSE TAP LOCATIONS AND TO THE PREVIOUS PLANS AS IF THEY HAVE BEEN INSTALLED PER THE EARLIER PLANS, EXCEPT THAT THE PIPES BETWEEN THE FORMER DESIGN LOCATIONS AND THE SEWER MAIN HAVE BEEN DRAWN CONNECTED TO THE NEAREST KNOWN SERVICE TAP LOCATIONS, THOUGH THE CONTRACTOR SHALL VERIFY THIS BEFORE STARTING ANY WORK AFFECTED BY THESE LOCATIONS.

THIS PLAN WILL BE UPDATED IF ADDITIONAL INFORMATION CAN BE OBTAINED.

William E. Knesal, Jr. PE-07215 — Digitally signed by William E. Knesal, Jr. Date: 2015.04.02 16:50:36 -05'00'

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

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE
SKETCH PLAT FOR APPROVAL
APPROVED FOR BID
APPROVED FOR CONST.

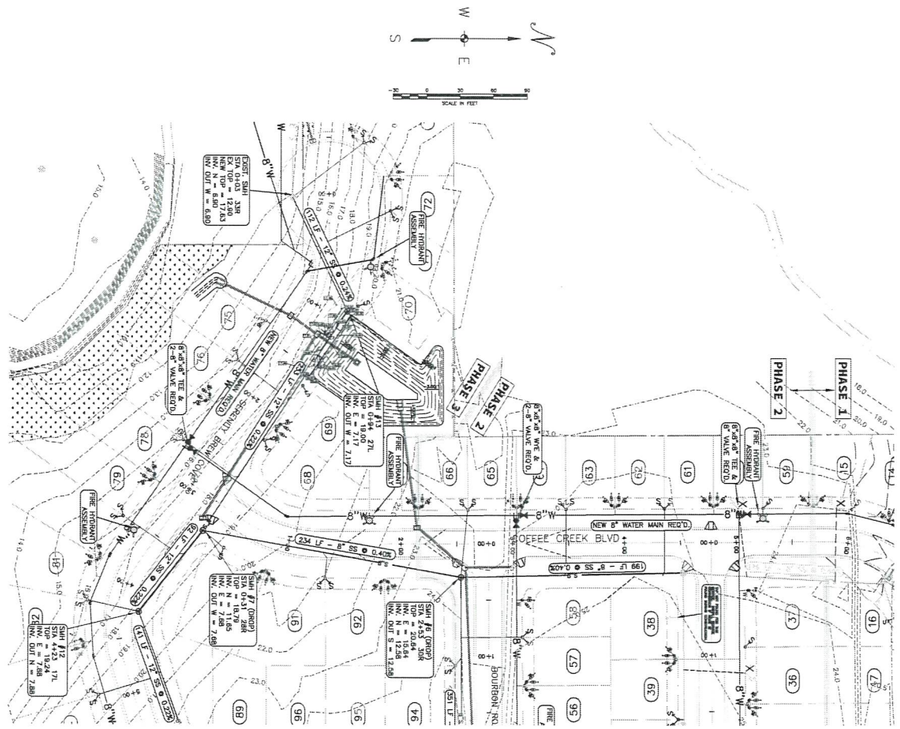
KNESAL ENG. BY
DATE

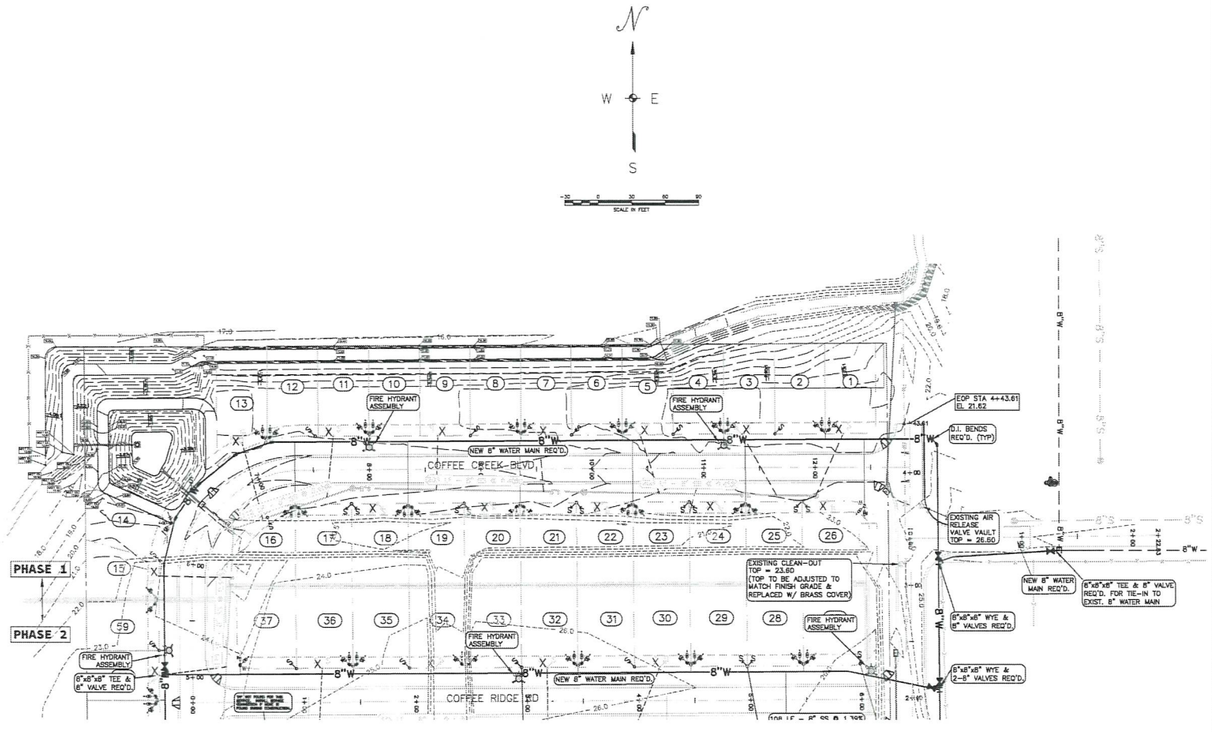
SHEET TITLE: SEWER AND WATER PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

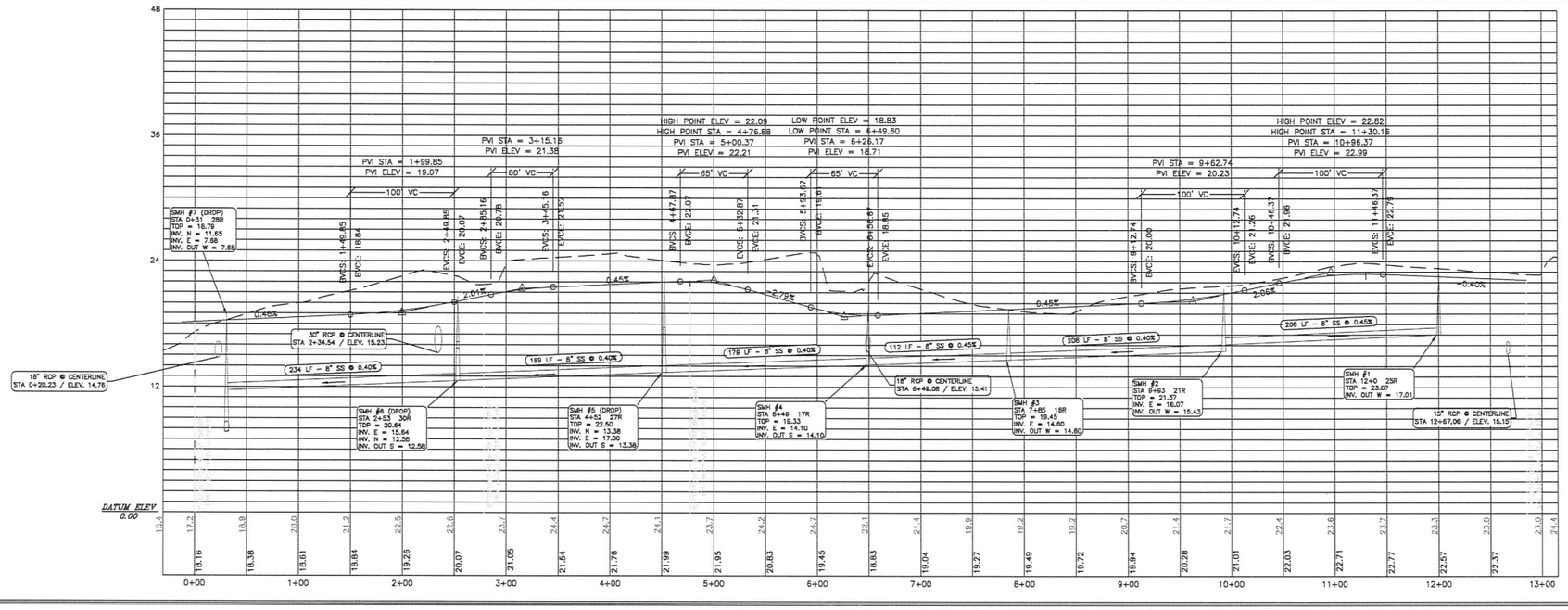
KNESAL ENGINEERING SERVICES, INC.
990 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

DRAWING NO. 3294-SWPL
REV. C
SHEET 5 OF 12
PROJECT NO. 3294





COFFEE CREEK BLVD.



NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. LICENSED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

William E. Knesal, Jr. PE-07215

Digitally signed by William E. Knesal, Jr.
Date: 2026.04.02 17:09:10 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNESAL ENG. DRAWING ISSUE

DATE	BY	
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

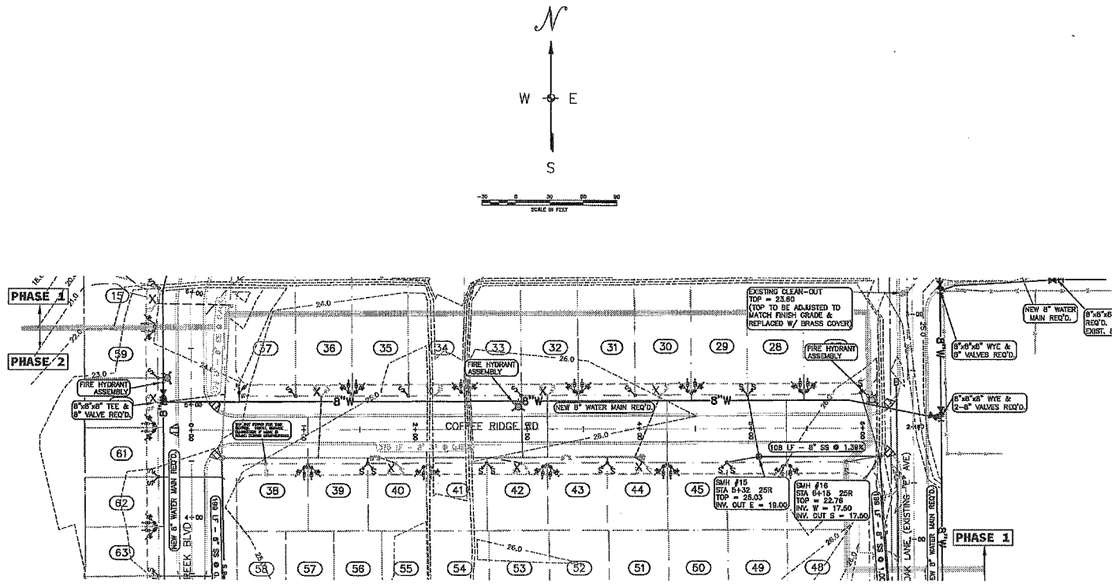
SHEET TITLE: PLAN-PROFILE SHEET

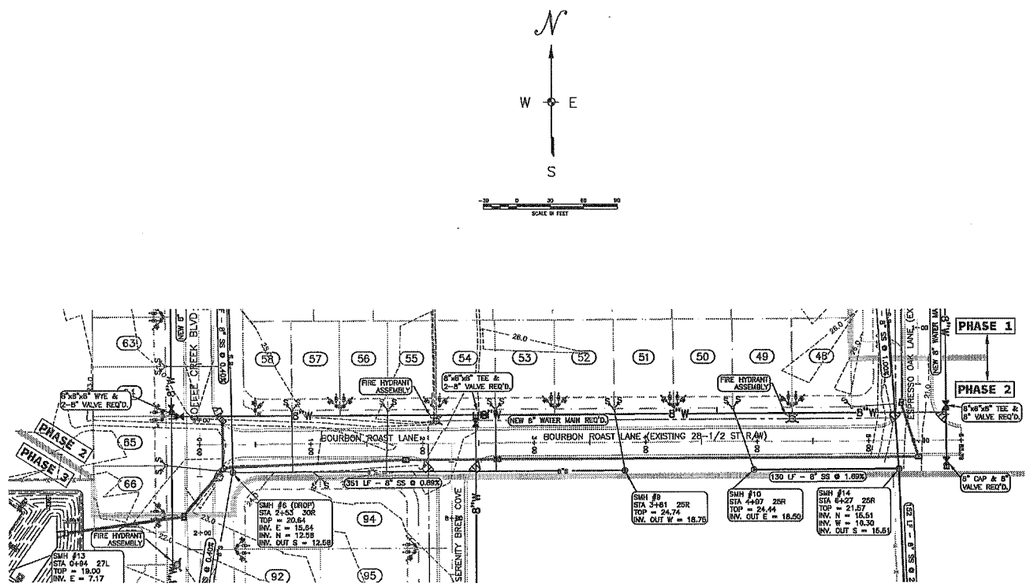
PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

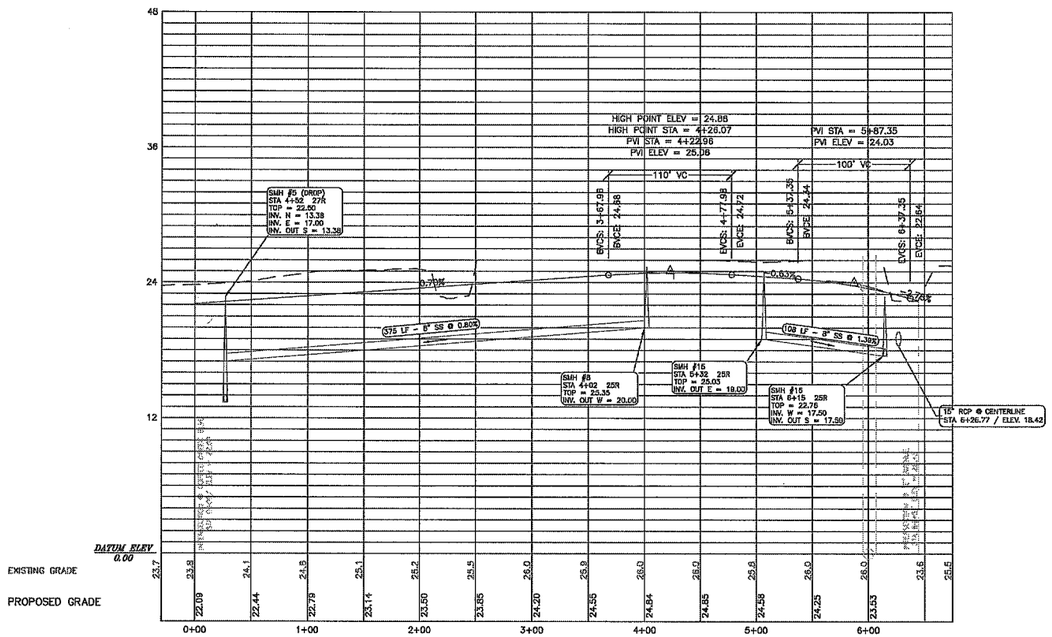
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-PLPR-1
REV. C
SHEET 6 OF 12
PROJECT NO. 3294

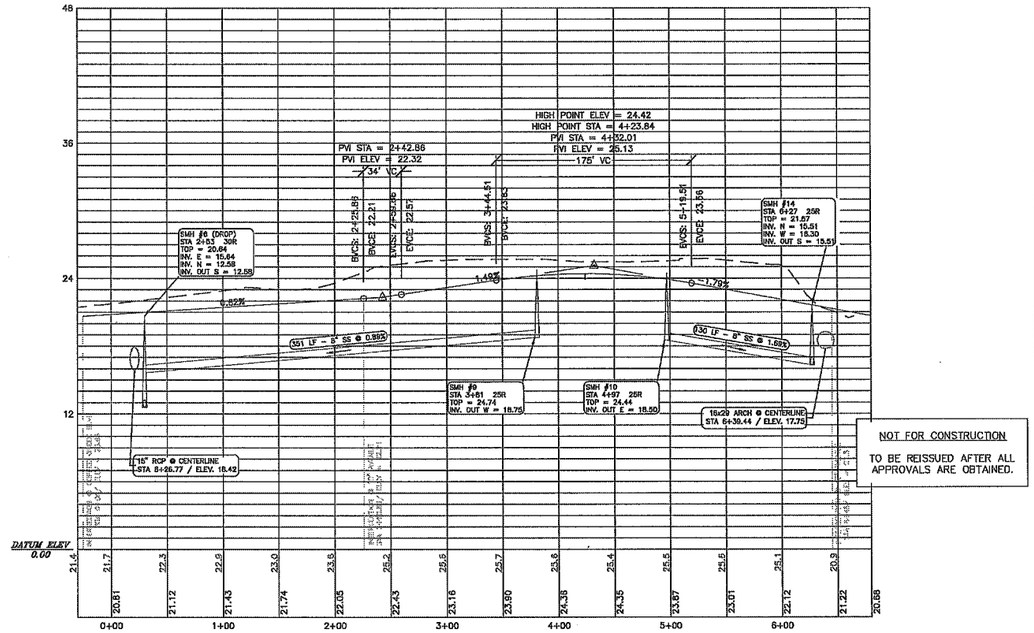




COFFEE RIDGE ROAD



BOURBON ROAST LANE



William E. Knesal, Jr.
Digitally signed by William E. Knesal, Jr.
Date: 2020.06.17 20:12:12 -05'00'
PE-07215

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

KNESAL ENG.	BY	DRAWING ISSUE
DATE		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: PLAN-PROFILE SHEET

PROJECT NAME: COFFEE CREEK SUBDIVISION

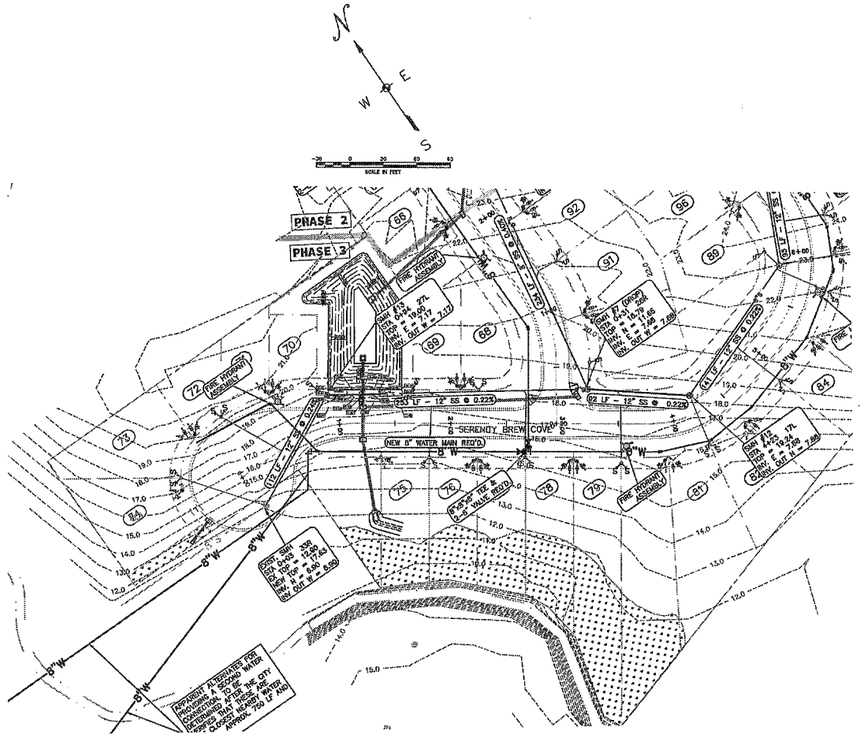
980 COURTHOUSE RD., UNIT B01
GULFPORT, MS 39507
228-897-9100
bill.knesal@knesalengineering.com
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-PLPR-2

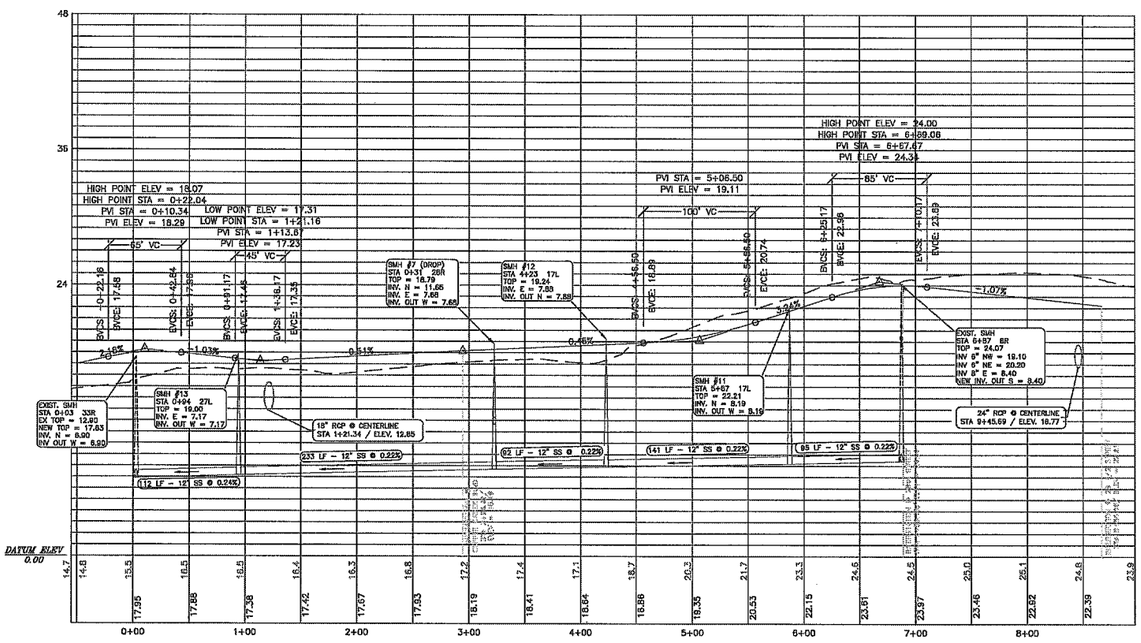
REV. C

SHEET 7 OF 12

PROJECT NO. 3294



SERENITY BREW COVE



EXISTING GRADE

PROPOSED GRADE

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

William E. Kniesal, Jr. PE-07215

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNIESAL ENG.	DRAWING ISSUE
DATE	BY
	SKETCH PLAT
	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

SHEET TITLE: PLAN–PROFILE SHEET

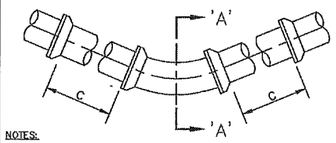
PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.kniesal@kniesalengineering.com
KNIESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-PLPR-4
REV. C
SHEET 9 OF 12
PROJECT NO. 3294

DISTANCE REQUIREMENTS "C"
FOR RESTRAINED JOINTS AND TYPE '5' BEDDING

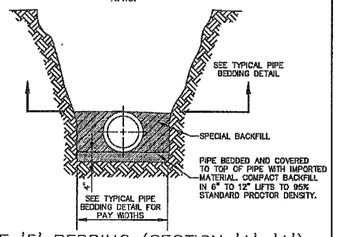
FITTINGS	6"	8"	12"	14"	16"	24"	36"
90° BEND	15'	20'	29'	33'	37'	54'	78'
45° BEND	6'	8'	12'	14'	15'	22'	32'
22.5° BEND	3'	4'	6'	7'	7'	11'	16'
11.25° BEND	1'	2'	3'	3'	4'	5'	8'
45° VERT. DOWN	11'	14'	21'	24'	27'	40'	59'
45° VERT. UP	6'	8'	12'	14'	15'	22'	32'
DEAD END	13'	17'	25'	29'	33'	48'	72'



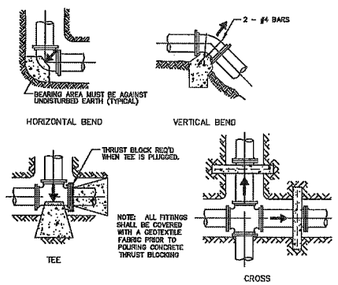
NOTES:

1. WHERE FITTINGS ARE CLOSE ENOUGH THAT THE SPECIFIED DISTANCE REQUIREMENTS IN THE CHART ABOVE OVERLAP, THE OVERLAPPING AMOUNT SHALL BE SPLIT AND INSTALLED ON THE OUTER LEGS OF THE FITTINGS.
2. WHERE RESTRAINED PIPES FALL INSIDE OF A CASING, THAT LENGTH OF RESTRAINED PIPE SHALL NOT BE CONSIDERED AS PART OF THE RESTRAINED LENGTH, AND SHALL BE INSTALLED OUTSIDE OF THE CASING.
3. IN SITUATIONS WHERE THE NATIVE SURROUNDING SOILS ARE UNSTABLE, ALL PIPE JOINTS INSTALLED IN THAT AREA SHALL BE RESTRAINED JOINTS.
4. FULLY EXTEND ALL RESTRAINED JOINTS PER SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS.

RESTRAINED JOINTS
N.T.S.



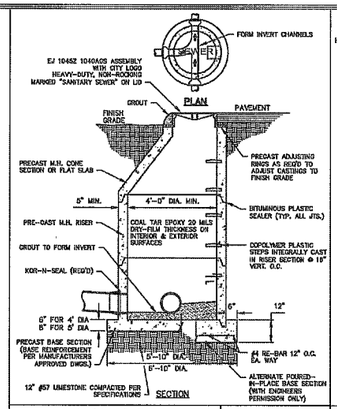
TYPE '5' BEDDING (SECTION 'A'–'A')
IN AREAS REQUIRING RESTRAINED PIPE
N.T.S. (RESTRAINED JOINTS)



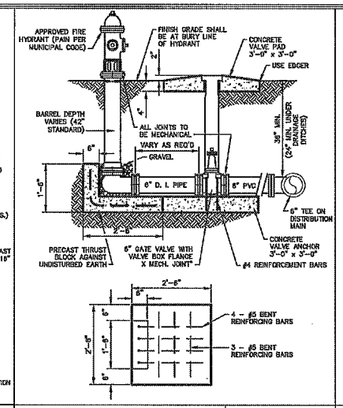
BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.8	3.9	5.5	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

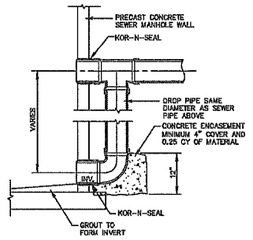
WATER MAIN THRUST BLOCKING
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02060
DR. BY: | FILE: BLOCKING
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



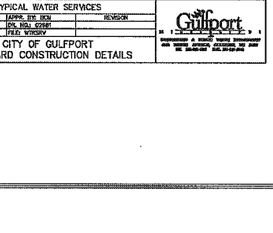
MANHOLE DETAIL
DATE: 4/23/18 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02720 SWD-1
DR. BY: | FILE: MANHOLE
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



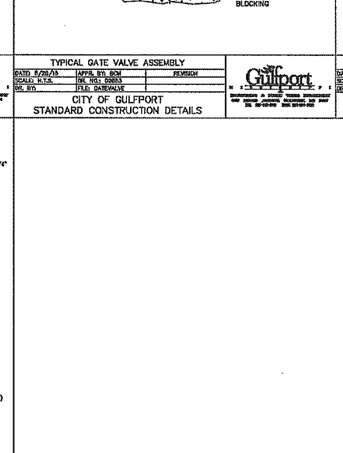
FIRE HYDRANT ASSEMBLY
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02664
DR. BY: | FILE: FIREHYD
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



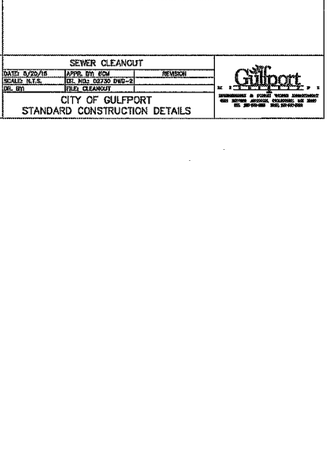
DROP MANHOLE DETAIL
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02741-A
DR. BY: | FILE: DROPMH
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



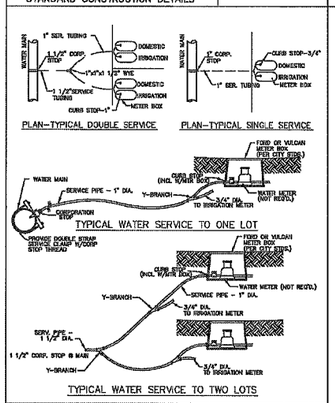
TYPICAL SEWER SERVICE
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02720 SWD-3
DR. BY: | FILE: SWRSRV
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL GATE VALVE ASSEMBLY
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02663
DR. BY: | FILE: GATEVALVE
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

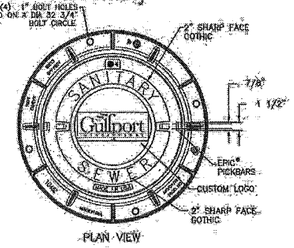


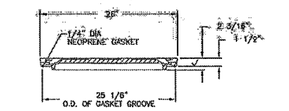
SEWER CLEANOUT
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02720 SWD-2
DR. BY: | FILE: CLEANOUT
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

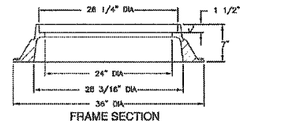


TYPICAL WATER SERVICES
DATE: 6/20/15 | APPR. BY: BCM | REVISION
SCALE: N.T.S. | DR. NO.: 02061
DR. BY: | FILE: WTRSRV
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

1045Z 1040AGS Assembly







Project Number
081040285A01
Design Features:
Materials
Frame
Gray Iron (ASTM)
Cover
Gray Iron (ASTM)

-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Unpainted
-Designates Machined Surface

Certification
-ASTM A48
-Country of Origin: USA

Major Components
02108211
02104285

Drawing Revision
01/16/2017 Designer: MAH
3/16/2017 Reviewed By: MAH

Disclaimer
Whilst every effort attempted to avoid errors and omissions in this publication, no responsibility can be accepted by EJ GROUP, Inc. or its subsidiaries for any loss, damage or inconvenience caused as a result of any error or omission.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and may contain confidential information, registered marks, patents, trade secrets information, and/or know-how that is the property of EJ GROUP, Inc. Copyright ©2015 EJ GROUP, Inc. All rights reserved.

Contact
800.626.4653
ejco.com



ENGINEER
William E. Knesal, Jr.
PE-07215

Digitally signed by William E. Knesal, Jr.
DN: cn=William E. Knesal, Jr., o=Knesal Engineering Services, Inc., ou=Engineering, email=bill.knesal@knesalengineering.com, c=US
Date: 2017.10.07 13:13:37 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE
SKETCH PLAT
FOR APPROVAL
APPROVED FOR BID
APPROVED FOR CONST.

KNESAL ENG.
DATE | BY

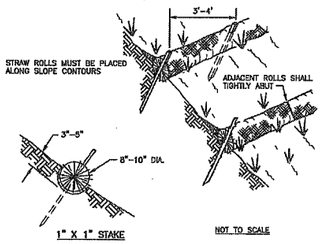
SHEET TITLE
SEWER AND WATER DETAILS

PROJECT NAME
COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-8100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO.
3294-SWD
REV. A
SHEET
10 OF 12
PROJECT NO.
3294



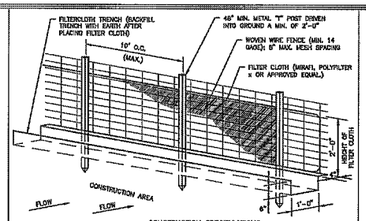
1" X 1" STAKE

NOT TO SCALE

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

STRAW ROLL WATTLE DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02225-3	
DR. BY:	FILE: STRAWWATTLE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



CONSTRUCTION SPECIFICATIONS

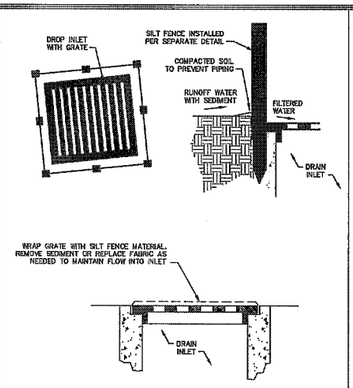
INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 6 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT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

*SILT FENCE DESIGNATED AS "PERMANENT" SHALL HAVE METAL T-POSTS.

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

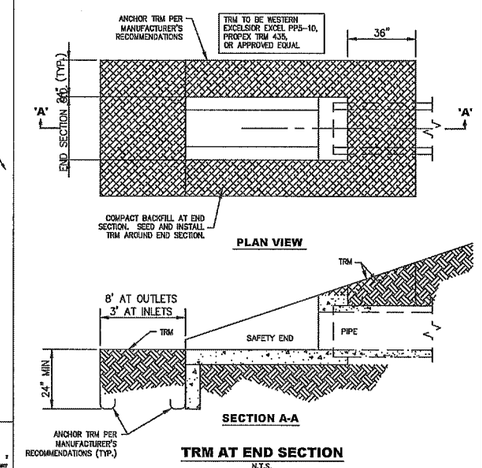
SILT FENCE DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02225 DWG.-1	
DR. BY:	FILE: SILTFENC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STORM DRAIN INLET PROTECTION DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02225	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SECTION A-A

TRM AT END SECTION
N.T.S.

NOTE: STEPS REQ'D IN ALL DRAINAGE STRUCTURES OVER 4'-0" IN DEPTH.

SECTION

JUNCTION BOX DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02721-DWG 3	
DR. BY:	FILE: JUNCBOX	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

NOTES:

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

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02393	
DR. BY:	FILE: CONSTRUCTION ENTRY	

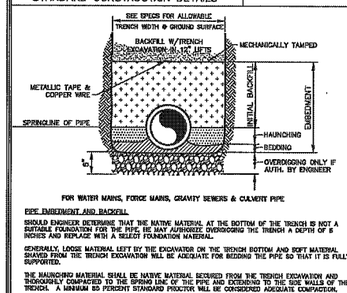
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721 DWG.-2	
DR. BY: SJ	FILE: MCTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY: SJ	FILE: MCTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVEREXCAVATING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 95 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

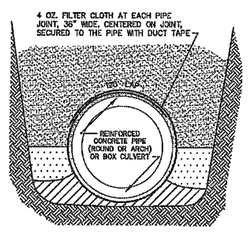
CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

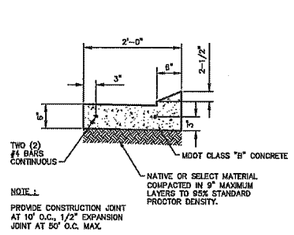
PIPE EMBEDMENT & BACKFILL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02680	
DR. BY:	FILE: PIPEMBED	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STORM DRAIN PIPE WRAP		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

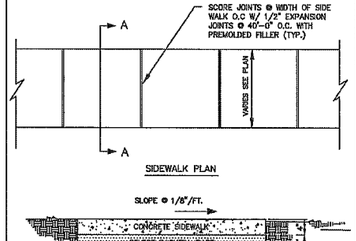
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE:
PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MKTDWG	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SECTION A-A

SIDEWALK DETAIL		
DATED: 8/20/15	APPR. BY: BCM	REVISION
SCALED: N.T.S.	DR. NO.: 03223	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



WILLIAM E. KNESAL, JR.
REGISTERED PROFESSIONAL ENGINEER
PE-07215
STATE OF MISSISSIPPI

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

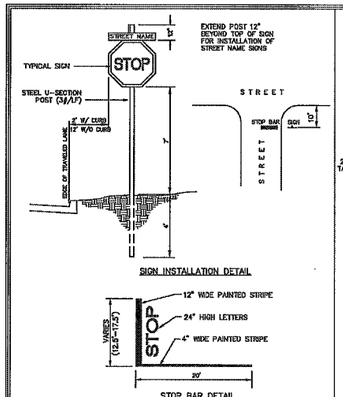
KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: DETAILS – 1

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNESAL ENGINEERING SERVICES, INC.
990 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

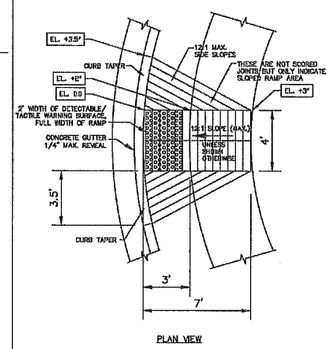
DRAWING NO. 3294-DET-1
REV. A
SHEET 11 OF 12
PROJECT NO. 3294



STOP SIGN & BAR DETAIL

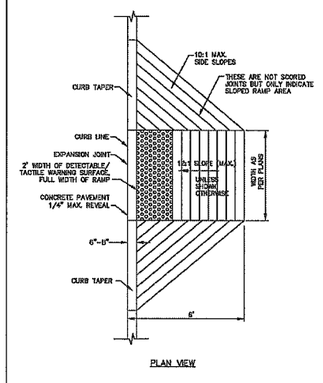
DATE: 5/20/13	APPR. ENG. SGM	REVISION
SCALE: N.T.S.	DRL NO.: 63592	
DR. BY:	FIELD: SIMPSON	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HANDICAP RAMP W/TACTILE WARNING SURFACE

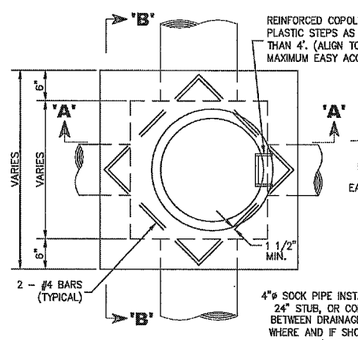
DATE: 5/20/13	APPR. ENG. SGM	REVISION
SCALE: N.T.S.	DRL NO.:	
DR. BY:		



HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 5/20/13	APPR. ENG. SGM	REVISION
SCALE: N.T.S.	DRL NO.: 63592	
DR. BY:	FIELD: HIGHMATOWE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

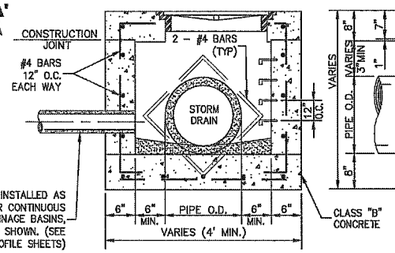


PLAN VIEW

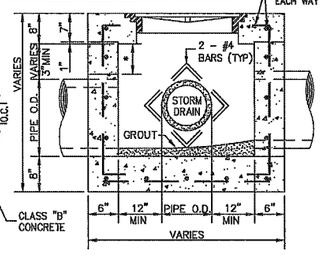
CASTINGS:

FOR CATCH BASINS / INLETS — NEENAH MODEL #R-5901-F, GRATE w/FRAME, OR EQUAL.

FOR JUNCTION BOXES AND CONFLICT BOXES — NEENAH MODEL #R-1765, OR EQUAL. (IN PAVED AREAS ONLY); NEENAH MODEL #R-5900-F, OR EQUAL. (IN UNPAVED AREAS ONLY)



SECTION 'A'-'A'



SECTION 'B'-'B'

TYPICAL DETAIL

CATCH BASINS, JUNCTION BOXES, CONFLICT BOXES, & POND OUTLET BOXES

N.T.S.

NOTES:

1. IF THE BOX TOP IS CAST ELSEWHERE AND INSTALLED ONTO THE WALLS, DOWEL THE TOP INTO THE WALLS AND/OR PEDESTALS.

2. THE LOCATION OF GRATE AND FRAME SHALL BE SUCH THAT IT PROVIDES SUITABLE ACCESS TO THE STRUCTURE USING THE STEPS.

ADDITIONAL NOTES FOR:

CONFLICT BOXES:

3. MAINTAIN A MINIMUM 12" CLEARANCE BETWEEN BOTTOM OF CONFLICTING PIPE AND INVERT OF BOX.

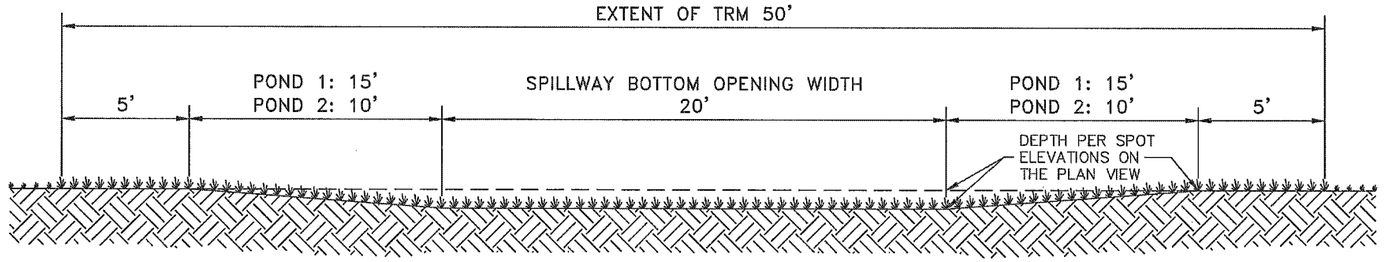
4. ENCASE CONFLICTING PIPE IN DUCTILE IRON CASING TWO SIZES LARGER THAN THE CONFLICTING PIPE. EXTEND CASING 12", EACH WAY, OUTSIDE OF CONFLICT BOX.

5. THE CONTRACTOR SHALL INCLUDE IN HIS BID PRICE THE COST FOR ALL WORK ASSOCIATED WITH RESTORING THE CONFLICTING PIPE AND INSTALLING IT IN ITS CASING, OR INSTALLING A SPLIT CASING.

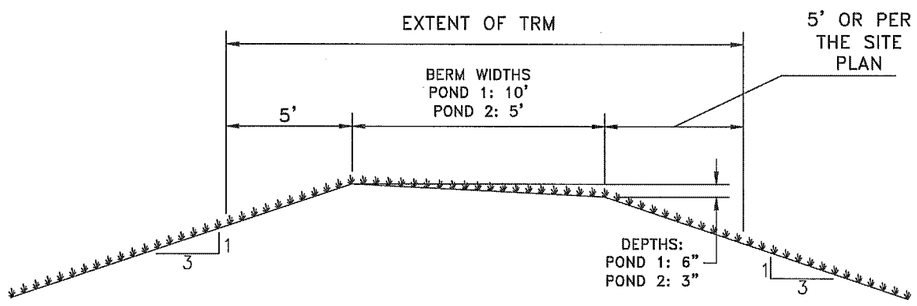
POND OUTLET BOXES:

6. SEE THE PROJECT DRAWINGS FOR CONFIGURATIONS OF WEIRS, ORIFICES, ETC., AND CASTING (ALL AS APPLICABLE).

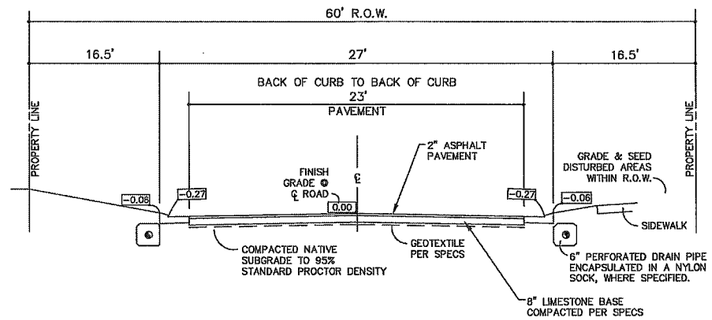
* THROAT OPENING DEPTH 8" UNLESS SPECIFIED OTHERWISE ELSEWHERE,



POND SPILLWAY PROFILE



POND SPILLWAY CROSS SECTION



TYPICAL ROADWAY SECTION



William E. Knesal, Jr. PE-07215

Digitally signed by William E. Knesal, Jr.
Date: 2013.04.03 10:45:22 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE

KNESAL ENG.	DATE	BY

SKETCH PLAT
FOR APPROVAL
APPROVED FOR BID
APPROVED FOR CONST.

SHEET TITLE: DETAILS - 2

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228.861.1353
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-DET-2

REV. B

SHEET 12 OF 12

PROJECT NO. 3294

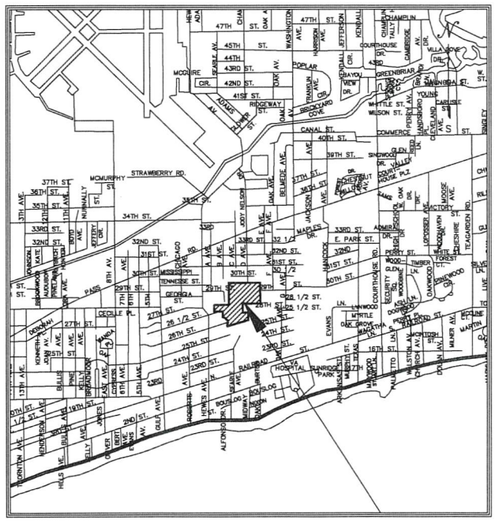
COFFEE CREEK SUBDIVISION

GULFPORT, MS

FOR

LACLEY, LLC

GULFPORT, MS



VICINITY MAP

KNESAL ENGINEERING SERVICES, INC.

980 COURTHOUSE RD UNIT 901
GULFPORT, MS 39507
(228) 867-9100

bill.knesal@knesalengineering.com

SHEET INDEX

REV. F	1.	TS	TITLE SHEET
REV. C	2.	EC-DEMO	EXISTING CONDITIONS AND DEMO
REV. E	3.	PL	STREET AND LOT PLAN
REV. E	4.	DPL-SWPPP	DRAINAGE PLAN AND SWPPP
REV. E	5.	SWPL	SEWER AND WATER PLAN
REV. D	6.	PLPR-1	PLAN & PROFILE
REV. D	7.	PLPR-2	PLAN & PROFILE
REV. D	8.	PLPR-3	PLAN & PROFILE
REV. D	9.	PLPR-4	PLAN & PROFILE
REV. A	10.	SWD	SEWER AND WATER DETAILS
REV. B	11.	DET-1	DETAILS-1
REV. B	12.	DET-2	DETAILS-2

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. LICENSED PROFESSIONAL ENGINEER PE-07215 STATE OF MISSISSIPPI

William E. Knesal, Jr. Digitally signed by William E. Knesal, Jr. Date: 2026.05.07 22:50:00 -05'00'

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

DRAWING ISSUE

KNESAL ENG.	
DATE	BY
	SKETCH PLAT
	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

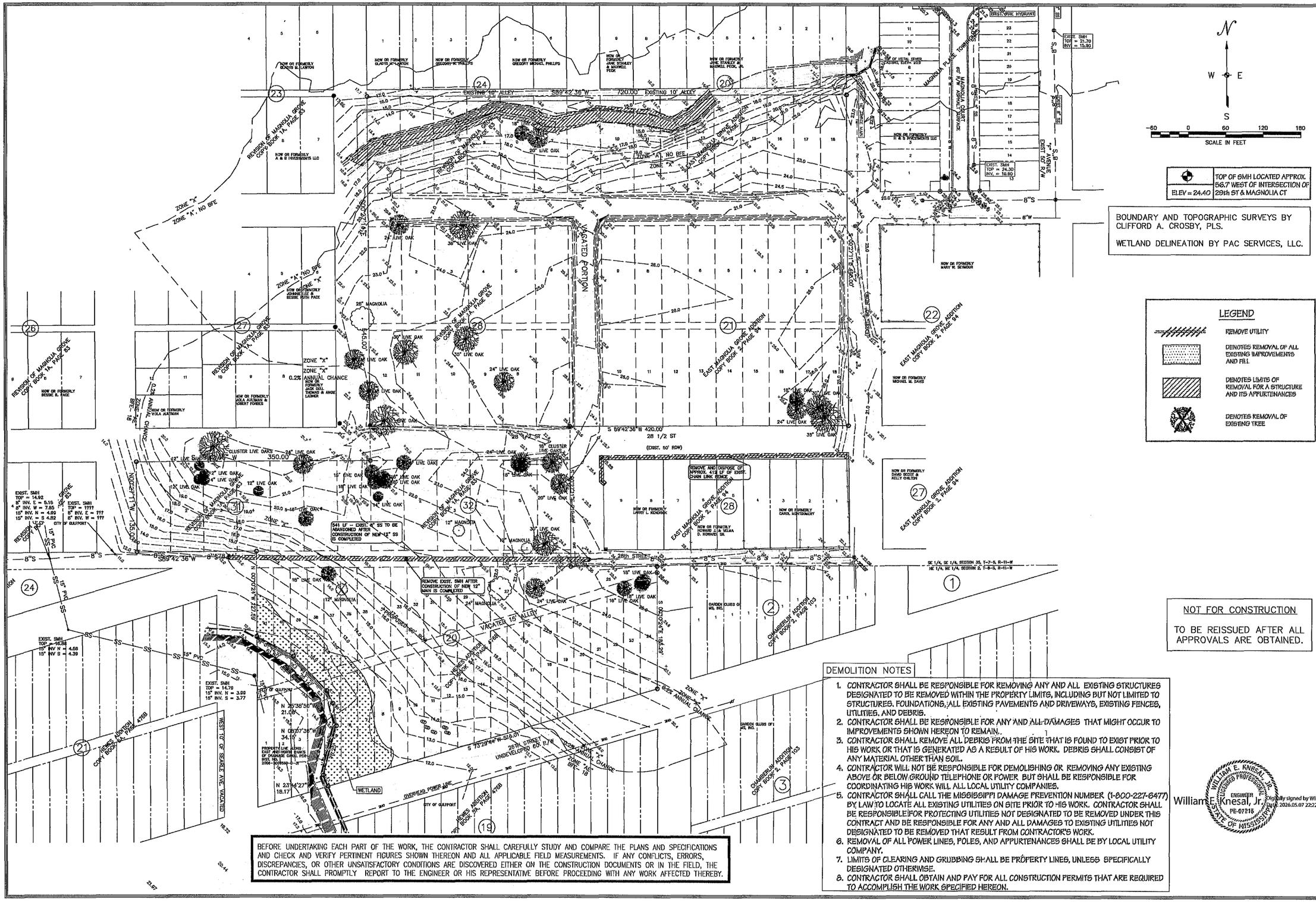
SHEET TITLE: TITLE SHEET

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO.	3294-TS
REV.	F
SHEET	1 OF 12
PROJECT NO.	3294



DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE
SKETCH PLAT
FOR APPROVAL
APPROVED FOR BID
APPROVED FOR CONST.

KNESAL ENG. DATE: BY:

SHEET TITLE: EXISTING CONDITIONS AND DEMO PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD, UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com
KNESAL ENGINEERING SERVICES, INC.

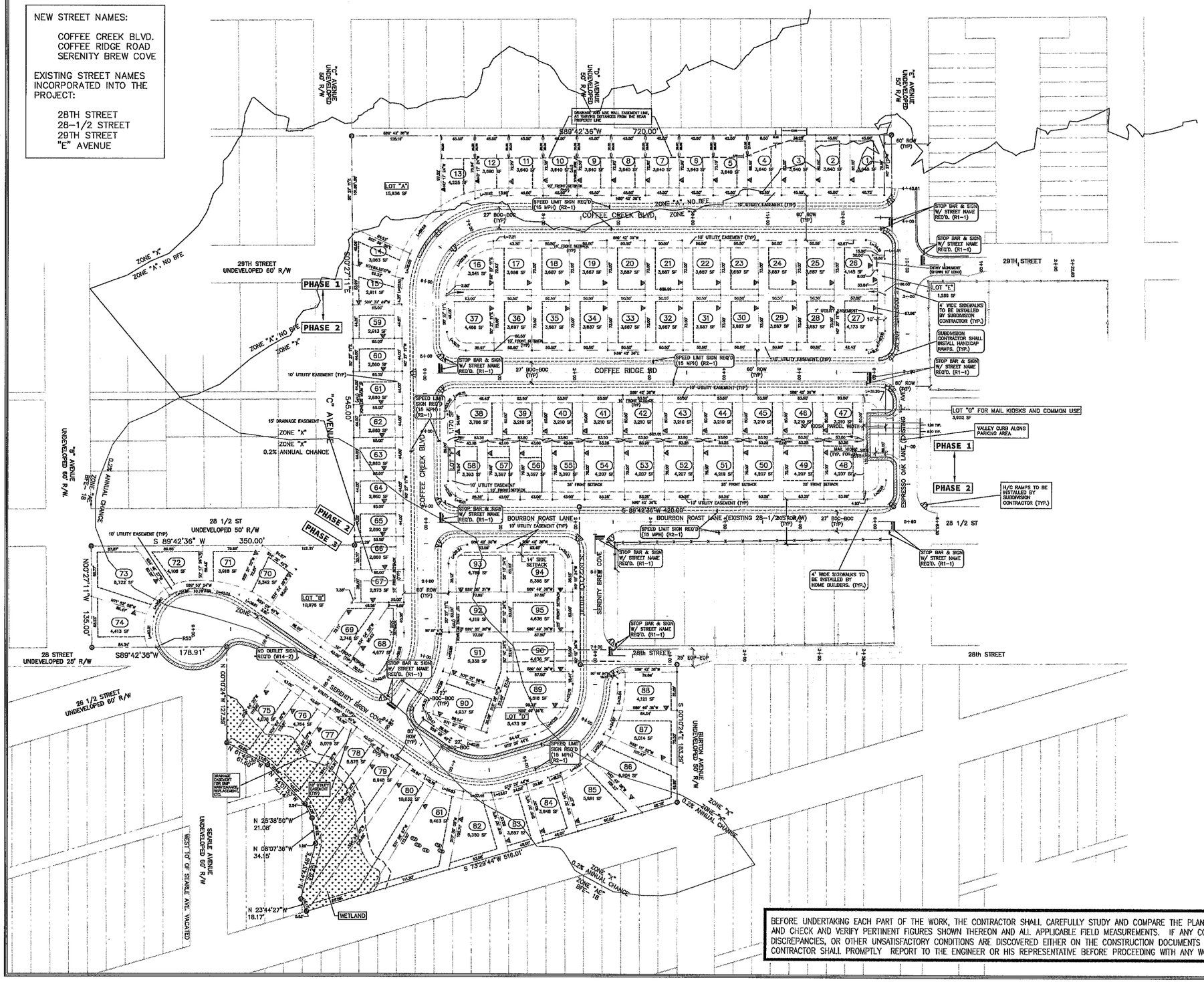
DRAWING NO. 3294--EC-DEMO
REV. C
SHEET 2 OF 12
PROJECT NO. 3294

NEW STREET NAMES:

COFFEE CREEK BLVD.
COFFEE RIDGE ROAD
SERENITY BREW COVE

EXISTING STREET NAMES INCORPORATED INTO THE PROJECT:

28TH STREET
28-1/2 STREET
29TH STREET
"E" AVENUE



N

W E

S

-60 0 60 120 180

SCALE IN FEET

ELEV = 24.40	TOP OF SMH LOCATED APPROX. 56.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

SITE LEGEND

- TYPICAL SIGN
- TYPICAL STOP BAR
- HEADER CURB
- CURB & GUTTER
- ZERO LOT LINE LOT

SETBACK TABLE

FRONT SETBACK	
LOTS 1-50, 54-61, & 69-100	10.0'
LOTS 51-53 & 62-68	25.7'
REAR SETBACK	8.0'
SIDE SETBACK	14.2'
ABUTTING NON-ZERO LOTLINE LOT	14.2'
SIDE SETBACK - ZERO LOT LINE	0.0'
SIDE SETBACK ABUTTING ROAD	14.0'

THE PROPERTY IS ZONED R-2

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

William E. Knesal, Jr. PE-07215 — Digitally signed by William E. Knesal, Jr. Date: 2026.05.20 16:01:01 -05'00'

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

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		PDR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: LOT AND STREET PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-861-3100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3284-PL
REV. E
SHEET 3 OF 12
PROJECT NO. 3284

MASS FILL WILL BE DONE ON LOTS 1 THROUGH 13 AND 75 THROUGH 83. DESIGN CONTOURS ARE SHOWN ONLY ON THESE LOTS AND THE ADJACENT STREET FOR CONTROL OF THE MASS FILL REQUIRED FOR FILLING THE RELATED LOTS TO AN ACCEPTABLE ELEVATION FOR HOME BUILDING. THE SHORT-DASHED CONTOUR LINES IN THE OTHER AREAS ARE THE EXISTING SURFACE PER THE TOPO SURVEY BY OTHERS.

INSTALL MECHANICALLY STABILIZED EARTH (MSE) WALLS AT 0.50:1 SIDE SLOPE, INCLUDING THE DISTANCES REQUIRED TO TRANSITION TO 3:1 SLOPE OR TO MEET EXISTING DITCH SLOPES, AS AFFIJOABLE. APPROX. 443' NORTH SIDE, AND APPROX. 446 'SOUTH SIDE.

TOP OF SOUTH SIDE WALL ELEV. 16.0. TOP OF NORTH SIDE WALL WILL VARY WITH EXISTING GRADE, BETWEEN ELEV. 14.3 AND 17.0.

THE MSE CONTRACTOR SHALL INSTALL A WOOD RESIDENTIAL PRIVACY FENCE ADJACENT TO THE TOP OF THE WALL (SOUTH BANK ONLY), LEAVING NO SPACE FOR THE GROWTH OF TREES. THE INDICATED 10' EASEMENT WILL BE WITHIN THIS BACK YARDS OF THE HOMES. IF THE EMBEDDED REINFORCEMENT EXTENDS FURTHER THAN 10' FROM THE WALL, THE EASEMENT WILL BE WIDENED AS NECESSARY BEFORE PLATTING.

THE PROTECTIVE COVENANTS WILL FORBID THE PLANTING OF TREES WITHIN THE EASEMENT.

THE CONTRACTOR SHALL MANAGE EROSION DURING CONSTRUCTION AS BEST SUITS HIS OPERATIONS, BUT THE BOTTOM OF THE PONDS SHALL BE RESTORED TO THE DESIGN ELEVATION MINUS 6" BEFORE FINAL PAYMENT.

DETENTION POND #1 (AVG. 2.45' DEEP, VOLUME = 13,328 cf)
TOP AREA = 8,595 sf; ELEV = 18.0
WATER AREA = 5,922 sf; ELEV = 17.5
BOTTOM AREA = 1,121 sf; ELEV = 11.4

POND OUTLET STRUCTURE #2
PEDESTAL INLET, INV. 11.40
WITH FOUR 5"-WIDE THROAT OPENINGS, EL. = 16.50, AND ONE 6" DIA. ORIFICE @ INV. 11.40

50 LF 15" HDPE @ 0.80% PLUS SES, INV. 11.00

MEET TOP OF EXISTING DITCH BANK

SWPPP NOTE:
THE ADJACENT DITCH IS THE RECEIVING CHANNEL.

FOR BEST MANAGEMENT PRACTICES, STAGE THE OPENING OF THE REROUTED DITCH DURING A LOW FLOW PERIOD AND BEFORE OPENING THE REROUTED DITCH AT THE UPSTREAM END, AND IMMEDIATELY STABILIZE THE FRESHLY EXCAVATED SURFACES USING THE MOST PRACTICAL MEANS.

TOE OF SLOPE TO MEET AND MATCH THE EXISTING DITCH TOE, APPROX. ELEV. 10.8

INSTALL APPROX. 280 SY TURF REINFORCEMENT MATTING (TRM) FOR OVERFLOW WEIR AND TIE-IN TO EXISTING DITCH, PER SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.

42 LF - 24" HDPE @ 7.76% PLUS SES, INV 11.8 PLUS APPROX. 10 SY TRM

CURB INLET #1
TOP = 18.83
INV = 15.80
OPENING WIDTH = 15'

5,809 LF ± SINGLE ROW SILT FENCE REQ'D.

PHASE 1

PHASE 2

ZONE "X"
ZONE "A", NO BFE
ZONE "X"
0.2% ANNUAL CHANCE

104 LF - 30" HDPE @ 1.43% PLUS SES, INV.12.40 PLUS APPROX. 18 SY TRM

DETENTION POND #2 (VOLUME = 28,068cf)
TOP AREA = 7,333 sf/ ELEV = 20.00
WATER AREA = 5,765 sf/ ELEV = 19.5
BOTTOM AREA = 1,166 sf/ ELEV = 12.3

POND OUTLET STRUCTURE #2
PEDESTAL INLET, INV. 12.30
WITH FOUR 5"-WIDE THROAT OPENINGS, EL. = 18.50, AND ONE 6" DIA. ORIFICE @ INV. 12.30

PHASE 2

PHASE 3

40 LF - 18" HDPE @ 0.21%

29 LF - 18" RCP @ 0.21%

17.50

17.76

EDGE OF GUTTER 16.10

63 LF 24" HDPE @ 0.21% PLUS SES, INV. 12.00 PLUS APPROX. 30 SY TRM

OUTFALL DITCH TO DISCHARGE ALONG THE BMP, THE DOUBLE SILT FENCE BRUSH BARRIER ALONG THE EDGE OF THE WETLANDS

THE FIRST CONTRACTOR TO DISTURB THE SURFACE WITHIN 50' OF THIS WETLANDS LINE SHALL INSTALL DOUBLE SILT FENCE AT 2' SEPARATION, AT A SUFFICIENT LENGTH TO INTERCEPT RUNOFF FROM THE DISTURBED AREA. THIS WILL BE INCORPORATED INTO THE PERMANENT BMP, AS FOLLOWS:

CREATE A BRUSH BARRIER BMP BY INSTALLING DOUBLE SILT FENCE AT 2' SEPARATION AND INSTALLING BRUSH BETWEEN THE FENCES. THIS DIFFERS FROM THE MDEQ BRUSH/FABRIC BMP IN THAT THE FABRIC NOT TO BE WRAPPED OVER THE BRUSH, INSTEAD CREATING A 2'-WIDE SPACE BETWEEN THE SILT FENCES FOR THE EVENTUAL GROWTH OF NATURAL VEGETATION TO FORM A PERMANENT SILT BARRIER. THE PURPOSE OF THE BRUSH IS TO PROVIDE A POROUS BACKING FOR THE SILT FENCE UNTIL PERMANENT NATURAL, HEAVY VEGETATION ESTABLISHES ITSELF.

TOTAL LENGTH APPROX. 300'

REMOVE ALL ACCUMULATED SILT TO THE LEVEL OF THE EXISTING GRADE BEFORE FINAL INSPECTION AND FINAL PAYMENT.

SWPPP NOTE:
THE ADJACENT DITCH IS THE ULTIMATE RECEIVING CHANNEL FOR ANY RUNOFF WHICH PASSES THROUGH THE BMP AND DOES NOT INFILTRATE INTO THE EXISTING GRADE, OR CONTINUES TO THE DOWNSTREAM END OF THE BMP AND DOES NOT INFILTRATE INTO THE EXISTING GRADE.

WETLAND

OVERHEAD POWER LINE

TOP OF MASS FILL ELEV. AT LEAST 18.0, ON LOTS 80, 81, AND 82, THE DISTANCE FROM THE FRONT PROPERTY LINE CAN BE INCREASED OR DECREASED AT THE OWNER'S DISCRETION.

3' UNDISTURBED BUFFER ALONG THE WETLAND EDGE TO THE FIRST DOUBLE SILT FENCE. PLUS A 3' BUFFER TO THE DOUBLE SILT FENCE, THE SPACE BETWEEN THE DOUBLE SILT FENCE FOR THE BRUSH BARRIER.

DRAINAGE AND MSE WALL EASEMENT LINE AT VARYING DISTANCES FROM THE REAR PROPERTY LINE

BOTTOM AND TOP OF MSE WALL TO MEET AND MATCH THE EXISTING DITCH TOES AND TOPS OF BANKS

184 LF 15" HDPE @ 0.71% PLUS SES, INV. 14.00 PLUS APPROX. 7 SY TRM

SINGLE ROW SILT FENCE REQ'D. WHEREVER GROUND SLOPES EASTWARD.

REGRADE REQ'D BOTTOM @ 0.05% TO MAINTAIN POSITIVE DRAINAGE

COFFEE CREEK BLVD

ZONE "A", NO BFE

CURB INLET #2
TOP = 19.74
INV = 15.24

20 LF - 18" RCP @ 1.31%

CURB INLET #11
TOP = 22.23
INV = 15.17
INSTALL INLET CONTROL BMP.

INSTALL 25'x100' CONSTRUCTION ENTRANCE

COFFEE RIDGE RD

IF ANY CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, AND OTHER POTENTIALLY TOXIC MATERIALS ARE TO BE KEPT ON SITE, INSTALL A PROTECTED STORAGE AREA AT LEAST 20' X 20', IN A LOCATION AT CONTRACTOR'S CONVENIENCE.

WASTE RECEPTACLES FOR REGULAR COLLECTION OF WASTE AND SANITARY FACILITIES TO BE ADEQUATELY MAINTAINED, IN LOCATIONS AT CONTRACTOR'S CONVENIENCE.

LAYDOWN AREA WHERE TOOLS, MATERIALS, EQUIPMENT, AND VEHICLES WILL BE STORED TEMPORARILY WHEN NOT IN USE, IN LOCATIONS AT CONTRACTOR'S CONVENIENCE.

EQUIPMENT MAINTENANCE/REPAIR AND CONCRETE CHUTE WASH OFF SHALL OCCUR OFFSITE.

CURB INLET #12
TOP = 22.56
INV = 18.26

78 LF - 18" RCP @ 0.205%

CURB INLET #13
TOP = 22.15
INV 18" = 18.03
INV 18" = 17.88

PHASE 1

SINGLE ROW SILT FENCE REQ'D. WHEREVER GROUND SLOPES EASTWARD. PAV LENGTH TBD

PHASE 2

CURB INLET #14
TOP = 21.50
INV 18" = 17.50
INV 18x29 = 17.50

48 LF - 18x29 ARCP @ 0.14%

CURB INLET #3
TOP = 20.65
INV = 15.94

42 LF - 24" RCP @ 0.24%

BOURBON ROAST LANE (EXISTING 28' R/W) 2 ST R/W

160 LF - 24" RCP @ 0.53%

574 LF - 24" RCP @ 0.17%

CURB INLET #4
TOP = 20.65
INV 24" = 15.84
INV 30" = 15.34

92 LF - 30" 2-0 RCP @ 0.42%

CURB INLET #7
TOP = 21.93
INV = 16.68

177 LF - 24" RCP @ 0.23%

CURB INLET #6
TOP = 22.67
INV = 16.87

429 LF ± SINGLE ROW SILT FENCE REQ'D.

CURB INLET #15
TOP = 21.31
INV = 17.52

CURB INLET #5
TOP = 19.46
INV = 15.12
OPENING WIDTH = 15'

INSTALL APPROX. 70 SY TRM IN OVERFLOW SPILLWAY

CURB INLET #9
TOP = 17.31
INV 30" = 12.21
INSTALL INLET CONTROL BMP.

CURB INLET #10
TOP = 17.31
INV = 12.15
INSTALL INLET CONTROL BMP.

SERENITY BROOK COURT

SERENITY BROOK DRIVE

26th STREET

208 LF SINGLE ROW SILT FENCE REQ'D.

CURB INLET #8
TOP = 19.18
INV 18" = 14.93

429 LF ± SINGLE ROW SILT FENCE REQ'D.

ZONE "X"
0.2% ANNUAL CHANCE

ZONE "AE"
BFE 16

ZONE "X"
0.2% ANNUAL CHANCE

ZONE "AE"
BFE 18

SS SS SS SS SS SS

8"S

8"W

TYPICAL MSE WALL SECTION
LOOKING WEST

TYPICAL DITCH SECTION
LOOKING WEST AND SOUTH

CONFORM TO THE REQUIREMENTS OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PUBLISHED FOR THIS PROJECT.

ALL POND SIDE SLOPES SHALL BE 3:1 OR FLATTER.

RIP-RAP NOTE

THIS PROJECT SPECIFIES THE INSTALLATION OF SUITABLE TURF REINFORCEMENT MATTING (TRM) WHERE RIP-RAP IS OFTEN USED.

NO RIP-RAP IS INCLUDED IN THE DESIGN OF THIS PROJECT. IF THE CONTRACTOR IMPORTS RIP-RAP FOR HIS CONVENIENCE DURING CONSTRUCTION, HE SHALL REMOVE IT BEFORE FINAL COMPLETION, EITHER DISPOSED OF OFFSITE OR KEPT ONSITE IF THE OWNER AGREES, AND THEN STORED BEYOND THE BANKS OF ALL WATERWAYS, MAINTENANCE ACCESS AREAS, AND ANY AREAS TO BE MOWED.

SAFETY END SECTION (SES) NOTE

THIS PROJECT SPECIFIES SES'S INSTEAD OF FLARED END SECTIONS FOR EASE OF MOWING WITHOUT THE NEED OF MANUAL "WEED-EATING," WHICH IS IMPORTANT FOR THE PREVENTION OF VEGETATION OVERGROWTH AT THE LOCATIONS.

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

N
W E
S

-60 0 60 120 180
SCALE IN FEET

TOP OF SMH LOCATED APPROX. 56.7' WEST OF INTERSECTION OF 29th ST & MAGNOLIA CT
ELEV = 24.40

BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.

WETLAND DELINEATION BY PAC SERVICES, LLC.

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI
William E. Knesal, Jr. PE-07216
Digitally signed by William E. Knesal. Date: 2020.03.27 16:29:44 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNESAL ENG. DRAWING ISSUE

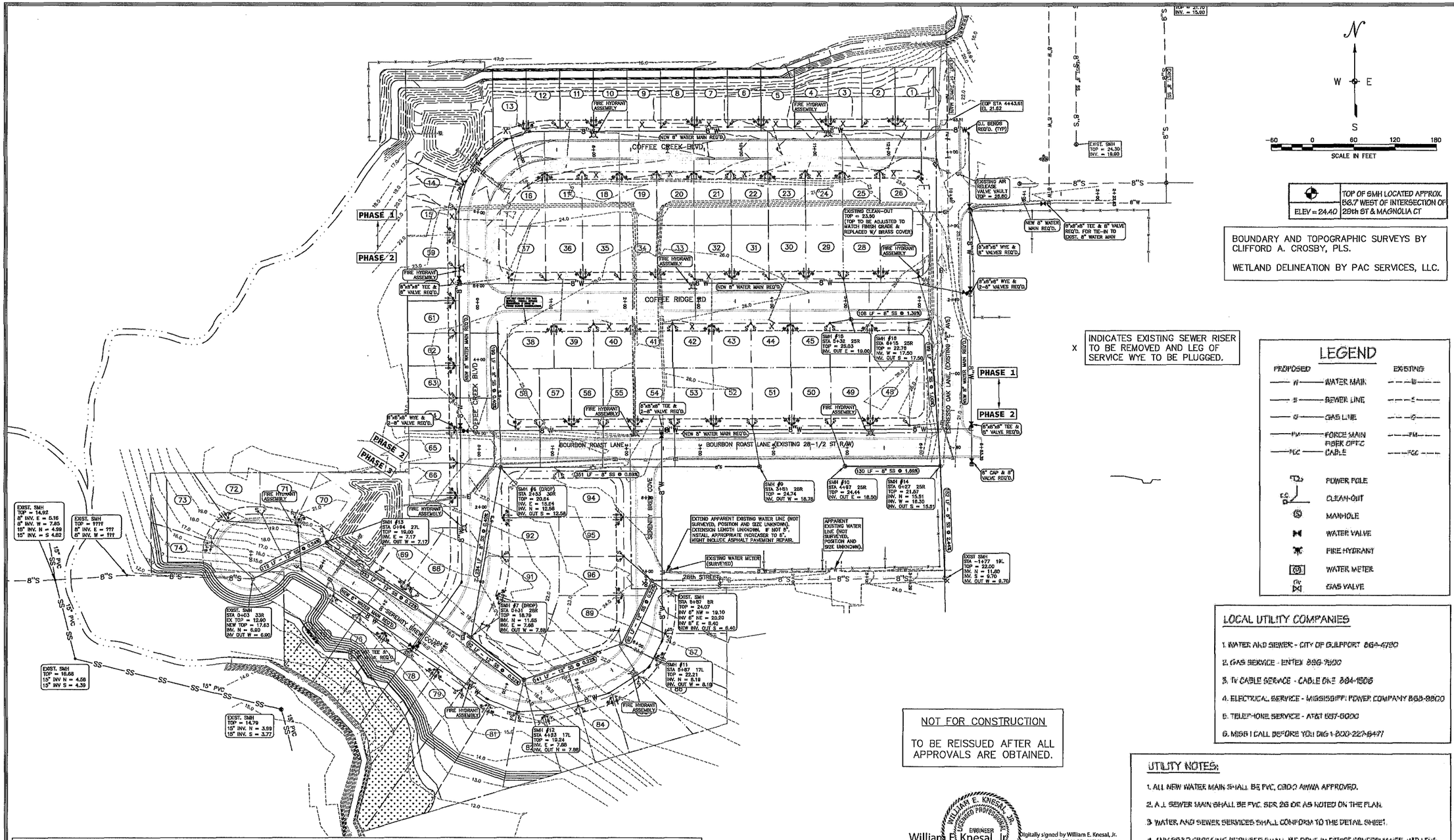
DATE	BY	
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: DRAINAGE PLAN AND SWPPP

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNESAL ENGINEERING SERVICES, INC.
980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

DRAWING NO. 3294-DPL-SWPPP
REV. E
SHEET 4 OF 12
PROJECT NO. 3294



MANHOLES 1, 2, 3, 4, 5, AND 8, AS WELL AS THE RELATED SEWER MAINS, SERVICES LINES, AND SERVICE RISERS HAVE BEEN INSTALLED, AND WILL BE RETAINED ONLY IF ACCEPTED BY THE CITY.

IF ANY OF THE WATER SYSTEM HAS BEEN INSTALLED IT WILL BE RETAINED ONLY IF ACCEPTED BY THE CITY.

A VIDEO OF THE SEWER HAS IDENTIFIED THE LOCATIONS OF THE EXISTING SEWER SERVICE TAPS. THIS PLAN ADAPTS THE PROPOSED SERVICES TO THOSE TAP LOCATIONS AND TO THE PREVIOUS PLANS AS IF THEY HAVE BEEN INSTALLED PER THE EARLIER PLANS, EXCEPT THAT THE PIPES BETWEEN THE FORMER DESIGN LOCATIONS AND THE SEWER MAIN HAVE BEEN DRAWN CONNECTED TO THE NEAREST KNOWN SERVICE TAP LOCATIONS, THOUGH THE CONTRACTOR SHALL VERIFY THIS BEFORE STARTING ANY WORK AFFECTED BY THESE LOCATIONS.

THIS PLAN WILL BE UPDATED IF ADDITIONAL INFORMATION CAN BE OBTAINED.

LOCAL UTILITY COMPANIES

1. WATER AND SEWER - CITY OF GULFPORT 868-4720
2. GAS SERVICE - ENTEX 896-7500
3. TV CABLE SERVICE - CABLE ONE 864-1506
4. ELECTRICAL SERVICE - MISSISSIPPI POWER COMPANY 868-8800
5. TELEPHONE SERVICE - AT&T 897-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL JR. LICENSED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

William E. Knesal, Jr. PE-07215

Digitally signed by William E. Knesal, Jr.
Date: 2026.05.20 17:41:22 -05'00'

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, SDR 26 OR AS NOTED ON THE PLAN.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.

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

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE

KNESAL ENG. DATE	BY	
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

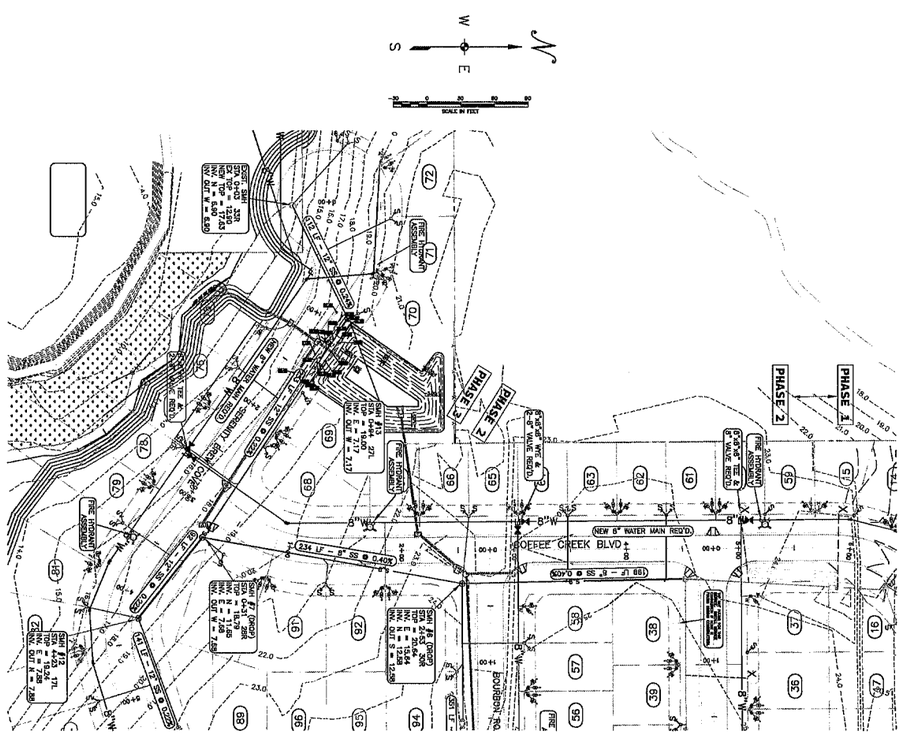
SHEET TITLE: SEWER AND WATER PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

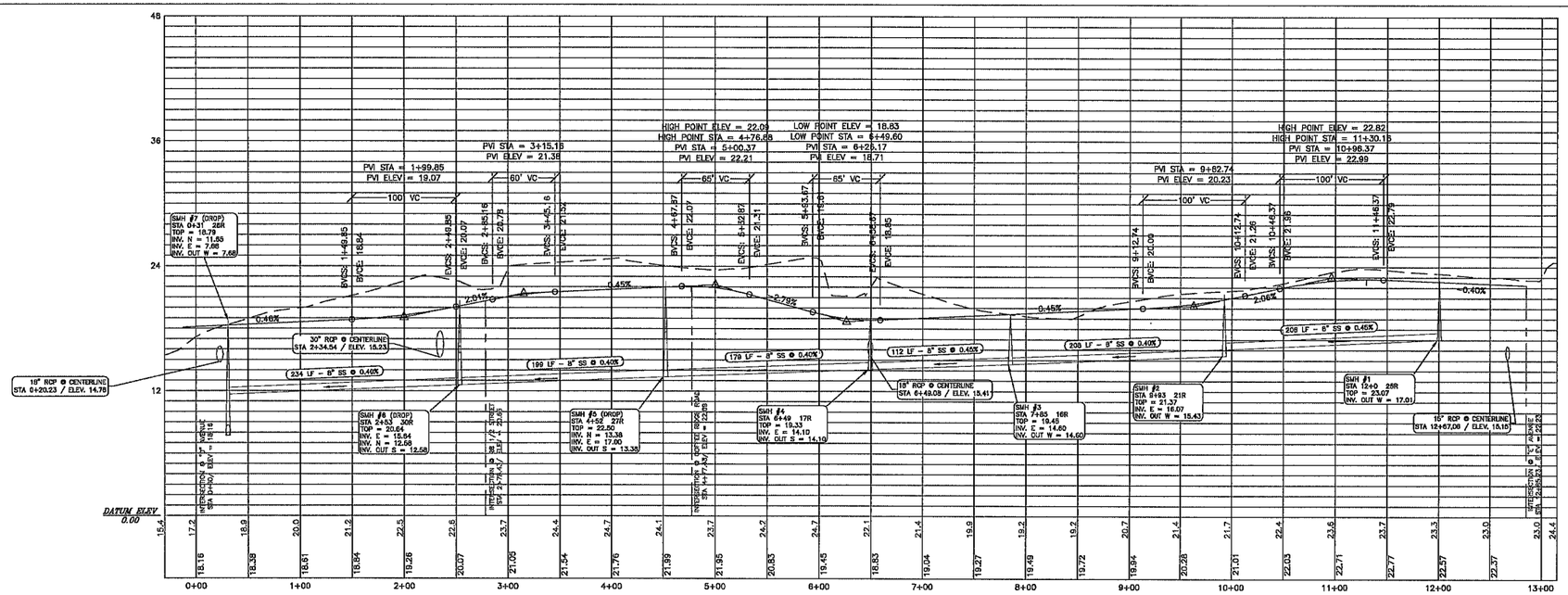
980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-8100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-SWPL
REV. E
SHEET 5 OF 12
PROJECT NO. 3294



COFFEE CREEK BLVD.



NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNESAL, JR. REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

William E. Knesal, Jr. PE-07215

Digitally signed by William E. Knesal, Jr.
Date: 2026.05.07 21:18:13 -05'00'

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

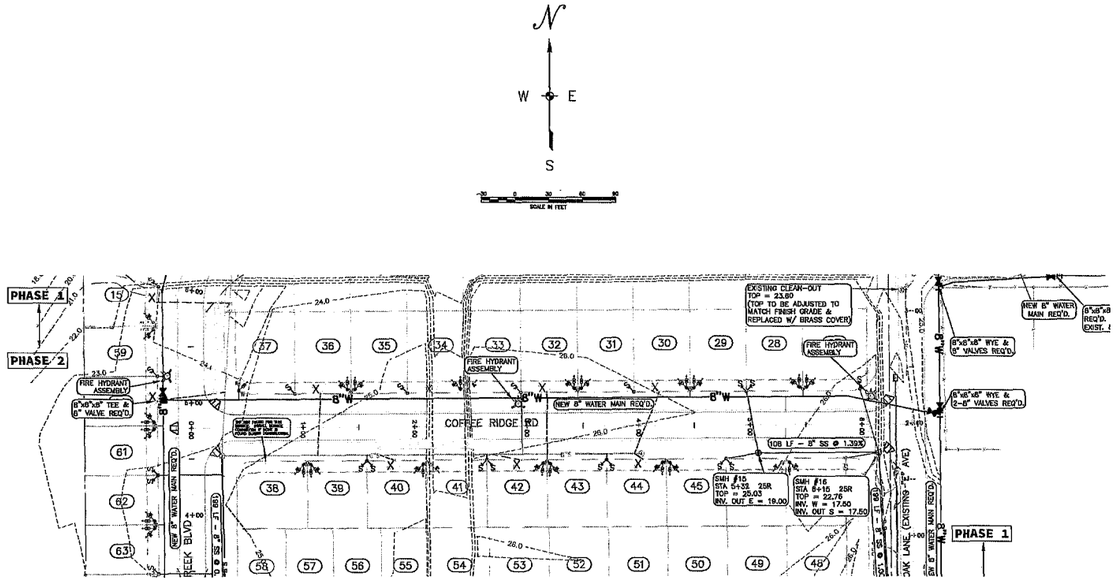
SHEET TITLE: PLAN-PROFILE SHEET

PROJECT NAME: COFFEE CREEK SUBDIVISION

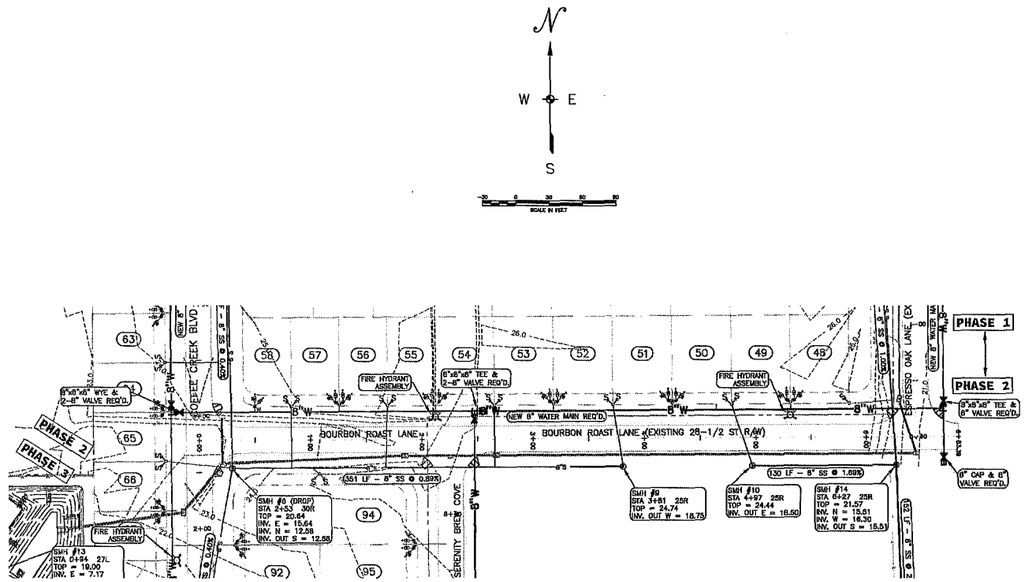
980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-697-8100
bill.knesal@knesalengineering.com

KNESAL ENGINEERING SERVICES, INC.

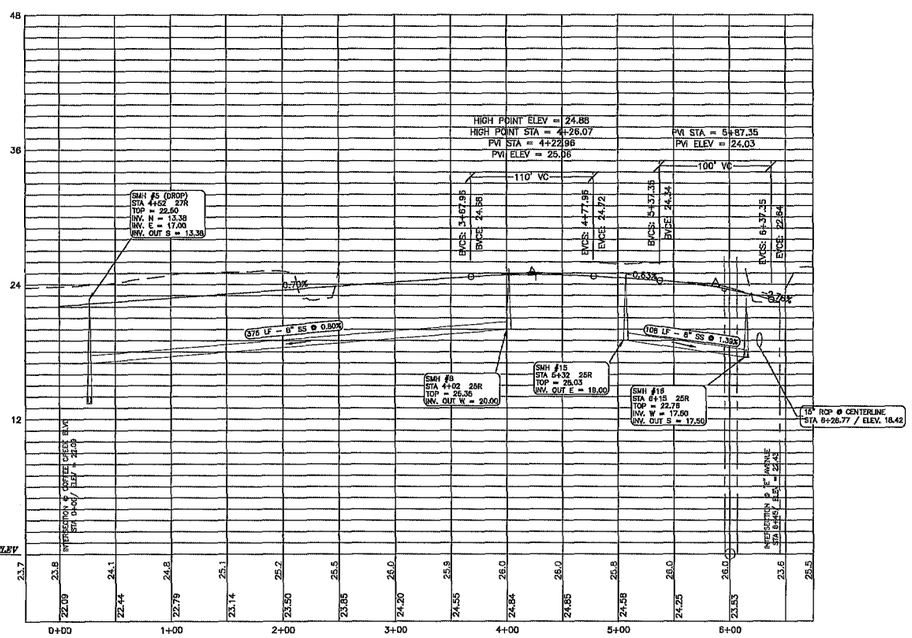
DRAWING NO.	3294-PLPR-1
REV.	1
SHEET	6 OF 12
PROJECT NO.	3294

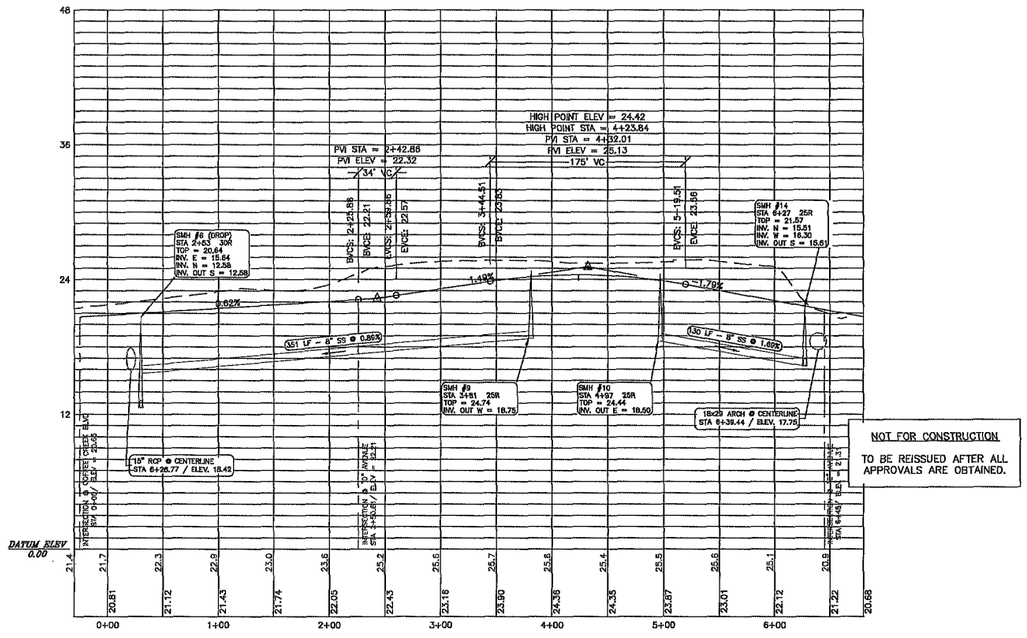


COFFEE RIDGE ROAD



BOURBON ROAST LANE





William E. Knesal, Jr.
LICENSED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
ENGINEER
Digitally signed by William E. Knesal, Jr.
Date: 2026.08.07 12:28:34 -05'07'
PE-07218

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

KNESAL ENG. BY	DRAWING ISSUE	DATE
	SKETCH PLAT	
	FOR APPROVAL	
	FOR BID	
	APPROVED FOR CONST.	

SHEET TITLE: PLAN-PROFILE SHEET

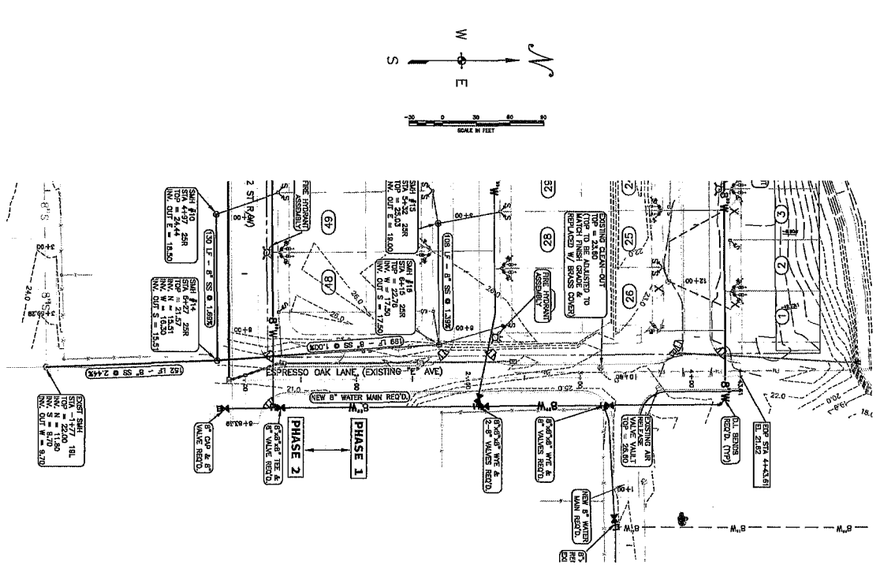
PROJECT NAME: COFFEE CREEK SUBDIVISION

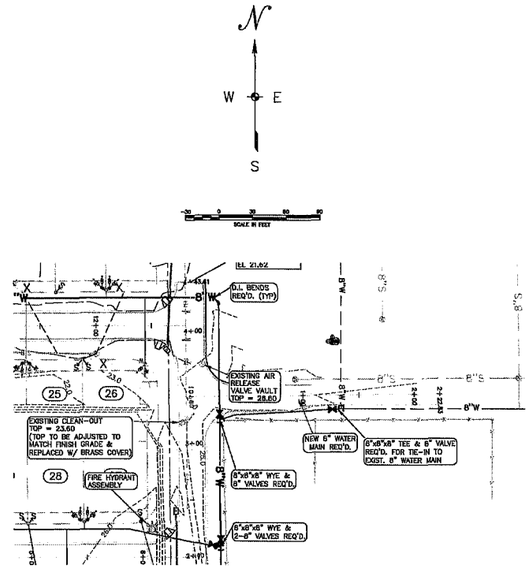
PROJECT NAME: COFFEE

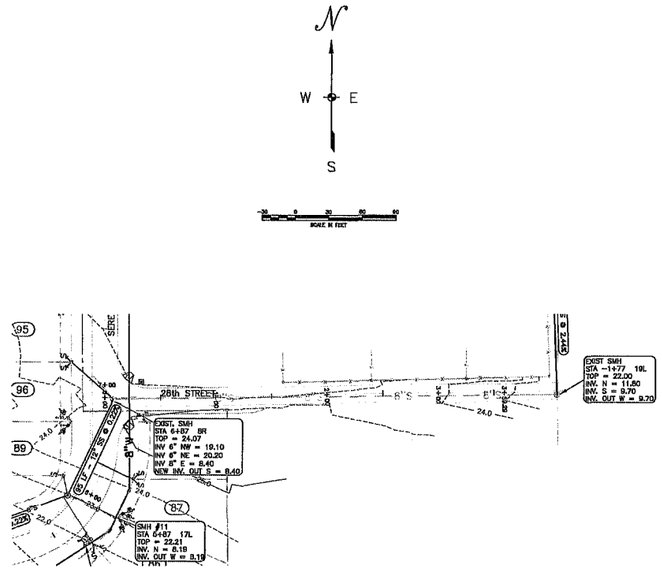
980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-861-1100
bill.knesal@kneselengineering.com

KNESAL ENGINEERING SERVICES, INC.

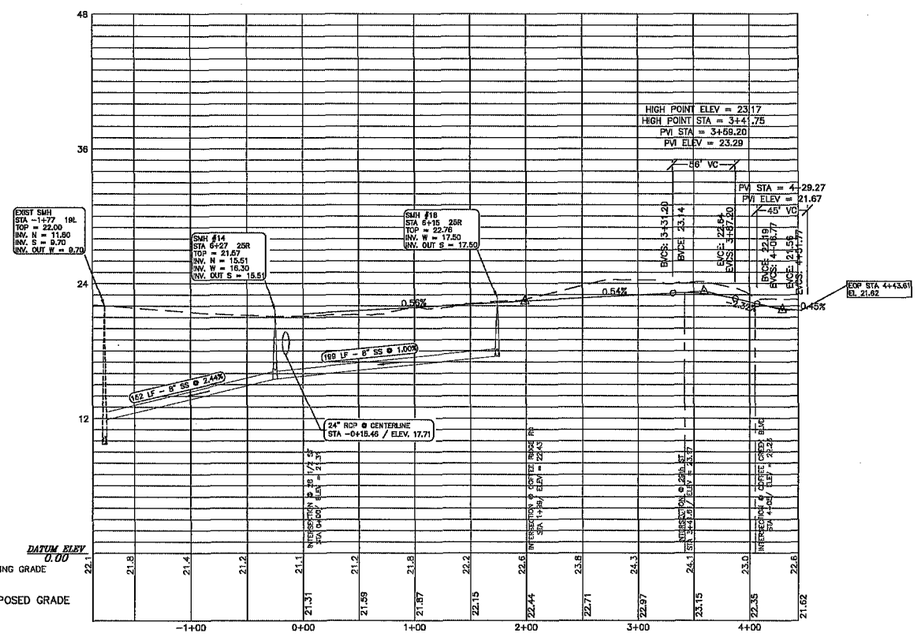
DRAWING NO. 3294-PLPR-2
REV. 0
SHEET 7 OF 12
PROJECT NO. 3294



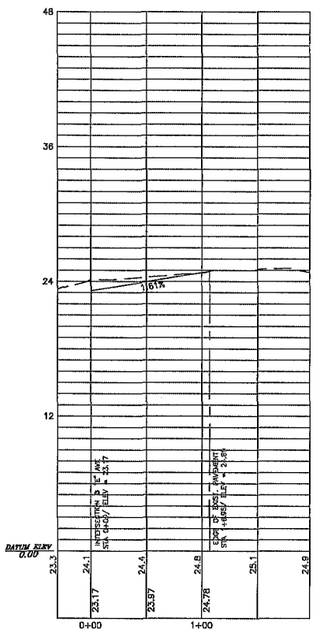




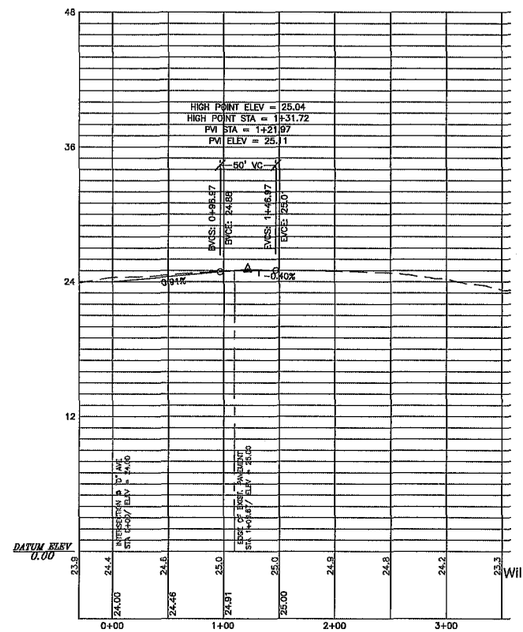
ESPRESSO OAK LANE



29TH STREET



28TH STREET



NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

ENGINEER
Digitally signed by William E. Knesal, Jr.
Date: 2024.08.07 12:05:34 -05'00'
PE-07215

William E. Knesal, Jr.

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNESAL ENG. | DRAWING ISSUE
BY | SKETCH PLAT | FOR APPROVAL | APPROVED FOR BID | APPROVED FOR CONST.
DATE

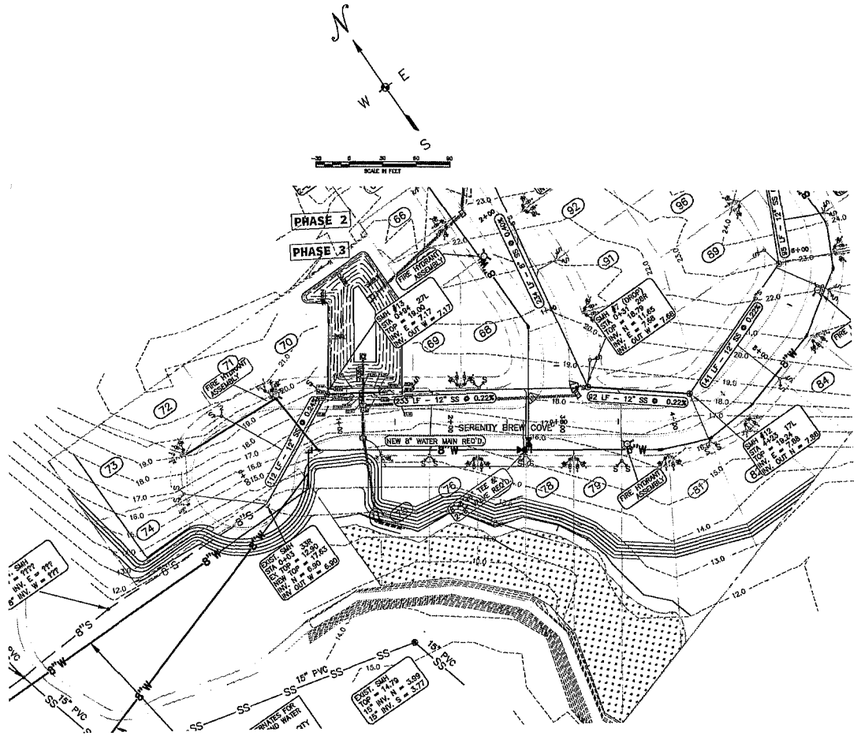
SHEET TITLE: PLAN-PROFILE SHEET

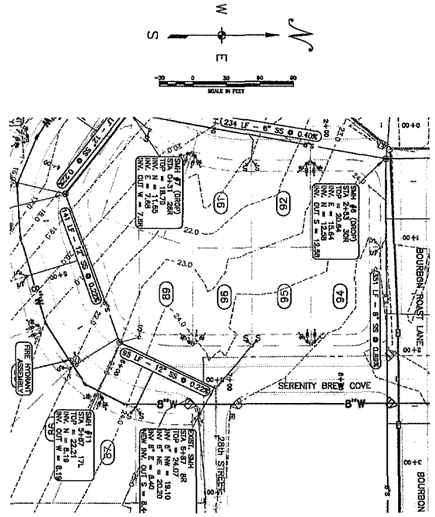
PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9107
bill.knesal@knesalengineering.com

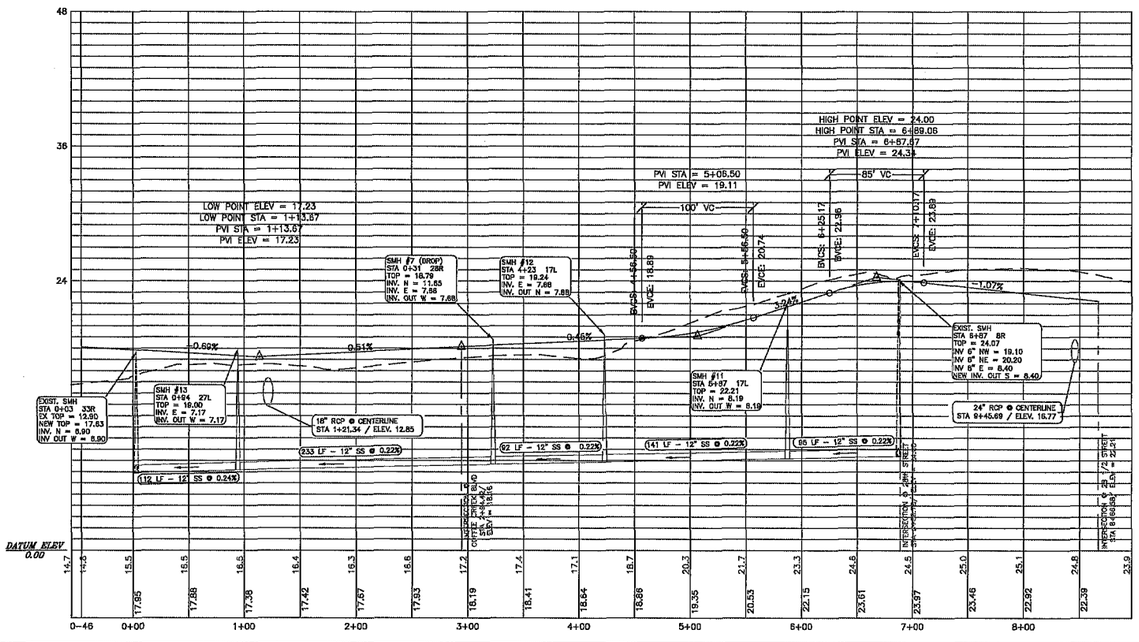
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-PLPR-3
REV. D
SHEET 8 OF 12
PROJECT NO. 3294





SERENITY BREW COVE



EXISTING GRADE

PROPOSED GRADE

NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

William E. Kneisel, Jr.

WILLIAM E. KNEISEL, JR. REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI

ENGINEER
Digitally signed by William E. Kneisel, Jr.
Date: 2026.05.22 21:08:11 -05'00'
PE-07215

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNEISEL ENG.	DRAWING ISSUE
DATE: BY	SKETCH PLAT
	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

SHEET TITLE: PLAN–PROFILE SHEET

PROJECT NAME: COFFEE CREEK SUBDIVISION

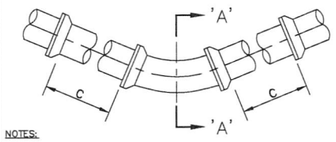
980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.kneisel@kneiselengineering.com

KNEISEL ENGINEERING SERVICES, INC.

DRAWING NO. 3284-PLPR-4
REV. D
SHEET 9 OF 12
PROJECT NO. 3284

DISTANCE REQUIREMENTS "C" FOR RESTRAINED JOINTS AND TYPE '5' BEDDING

FITTINGS	6"	8"	12"	14"	16"	24"	36"
90° BEND	15'	20'	29'	33'	37'	54'	78'
45° BEND	6'	8'	12'	14'	15'	22'	32'
22.5° BEND	3'	4'	6'	7'	7'	11'	16'
11.25° BEND	1'	2'	3'	3'	4'	5'	8'
45° VERT. DOWN	11'	14'	21'	24'	27'	40'	59'
45° VERT. UP	6'	8'	12'	14'	15'	22'	32'
DEAD END	13'	17'	25'	29'	33'	48'	72'

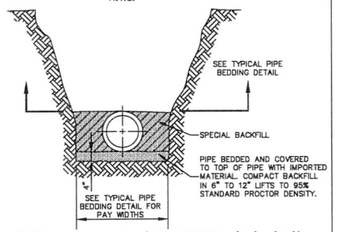


NOTES:

1. WHERE FITTINGS ARE CLOSE ENOUGH THAT THE SPECIFIED DISTANCE REQUIREMENTS IN THE CHART ABOVE OVERLAP, THE OVERLAPPING AMOUNT SHALL BE SPLIT AND INSTALLED ON THE OUTER LEGS OF THE FITTINGS.
2. WHERE RESTRAINED PIPES FALL INSIDE OF A CASING, THAT LENGTH OF RESTRAINED PIPE SHALL NOT BE CONSIDERED AS PART OF THE RESTRAINED LENGTH, AND SHALL BE INSTALLED OUTSIDE OF THE CASING.
3. IN SITUATIONS WHERE THE NATIVE SURROUNDING SOILS ARE UNSTABLE, ALL PIPE JOINTS INSTALLED IN THAT AREA SHALL BE RESTRAINED JOINTS.
4. FULLY EXTEND ALL RESTRAINED JOINTS PER SPECIFICATIONS AND MANUFACTURERS RECOMMENDATIONS.

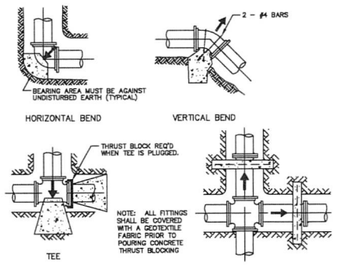
RESTRAINED JOINTS

N.T.S.



TYPE '5' BEDDING (SECTION 'A'–'A') IN AREAS REQUIRING RESTRAINED PIPE

N.T.S. (RESTRAINED JOINTS)



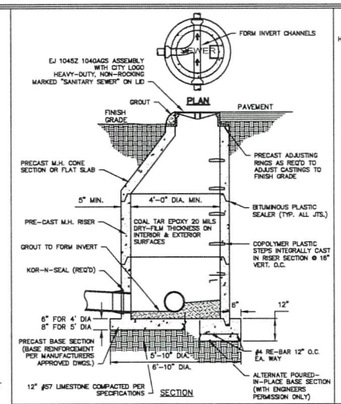
BEARING AREAS FOR THRUST BLOCKING IN SQUARE FEET

FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02650	
DR. BY:	FILE: BLOCKING	

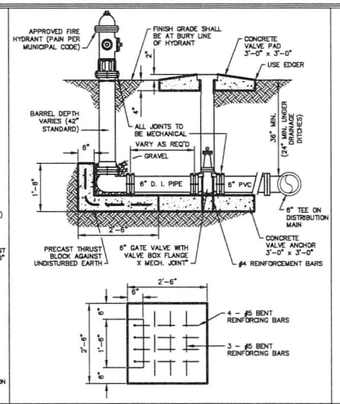
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



MANHOLE DETAIL

DATE: 4/23/18	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731 DWG-1	
DR. BY:	FILE: MANHOLE	

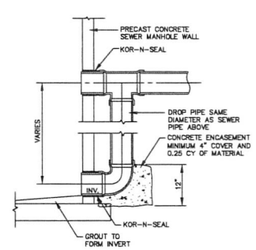
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



FIRE HYDRANT ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02864	
DR. BY:	FILE: FIDWG	

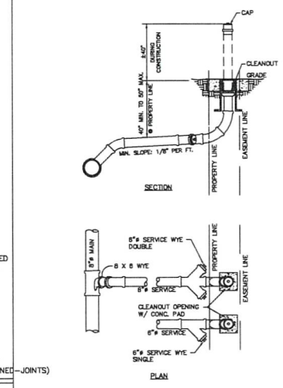
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DROP MANHOLE DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02731-A	
DR. BY:	FILE: DROPMH	

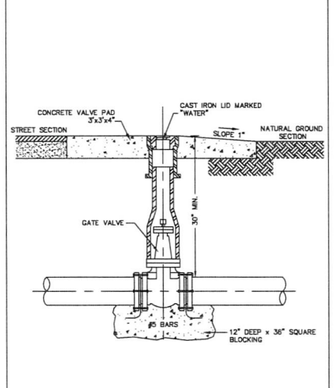
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL SEWER SERVICE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWSERV	

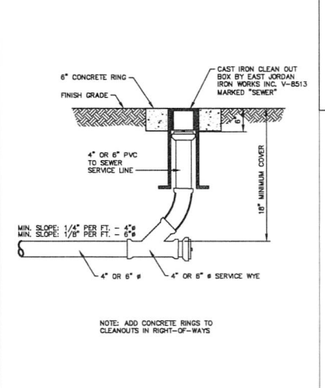
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL GATE VALVE ASSEMBLY

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02663	
DR. BY:	FILE: GATEVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

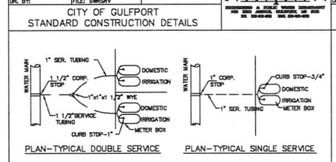


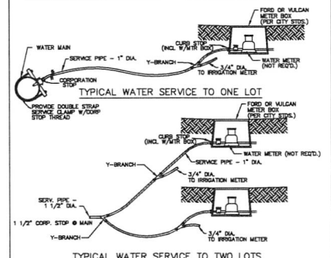
NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

SEWER CLEANOUT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS





TYPICAL WATER SERVICES

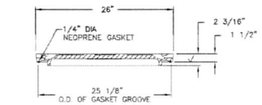
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02881	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

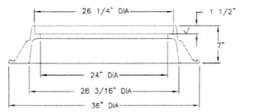
1045Z 1040AGS Assembly



PLAN VIEW



COVER SECTION



FRAME SECTION

Product Number
001040285A01

Design Features
-Materials
Frame
Gray Iron (CL35B)
Cover
Gray Iron (CL35B)

-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Undipped
- Designates Machined Surface

Certification
- ASTM A48
-Country of Origin USA

Major Components
001045II
001040285

Drawing Revision
01/16/2017 Designer: MAH
3/10/2017 Revised By: MAH

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided by your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ GROUP, Inc., and embodies confidential information, registered marks, patent & trade secret information, and/or know how that is the property of EJ GROUP, Inc. Copyright © 2012 EJ GROUP, Inc. All rights reserved.

Contact
800 626 4653
ejus.com



William E. Knesal, Jr.

Digitally signed by William E. Knesal, Jr.
DN: cn=William E. Knesal, Jr., o=Knesal Engineering, ou=Engineering, email=bill.knesal@knesalengineering.com, c=US
2017.11.11 11:37:07 -05'00'

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	
REVISED:	

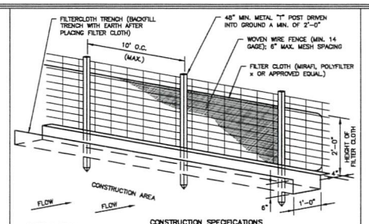
KNESAL ENG.	DRAWING ISSUE
DATE	BY
	SKETCH PLAT
	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

SHEET TITLE: SEWER AND WATER DETAILS

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNESAL ENGINEERING SERVICES, INC.
980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228.861.1703
bill.knesal@knesalengineering.com

DRAWING NO. 3294-- SWD
REV. A
SHEET 10 OF 12
PROJECT NO. 3294



CONSTRUCTION SPECIFICATIONS

INSTALLATION:

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

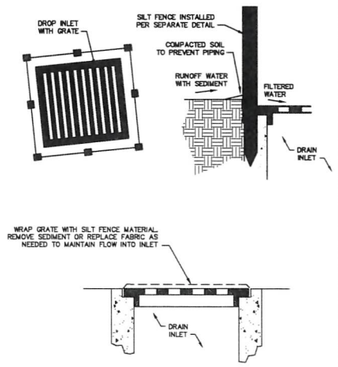
*SILT FENCE DESIGNATED AS "PERMANENT" SHALL HAVE METAL T-POSTS.

MAINTENANCE:

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

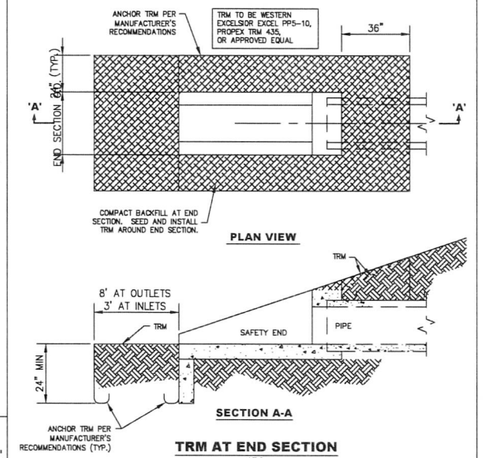
SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

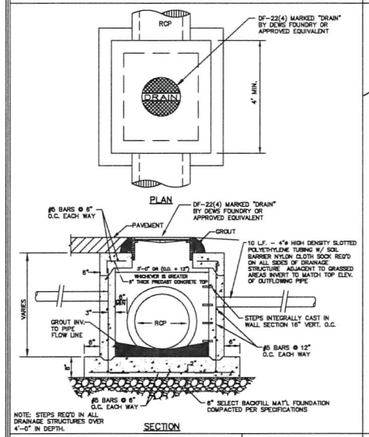


STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

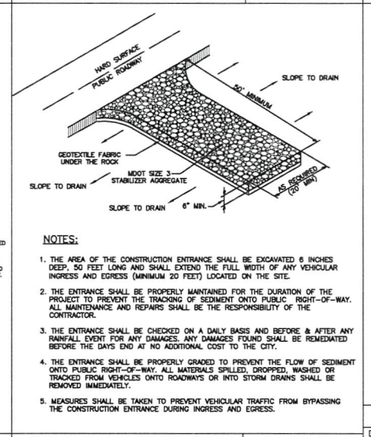


TRM AT END SECTION
N.T.S.



JUNCTION BOX DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721-DWG 3	
DR. BY:	FILE: JUNCBOX	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

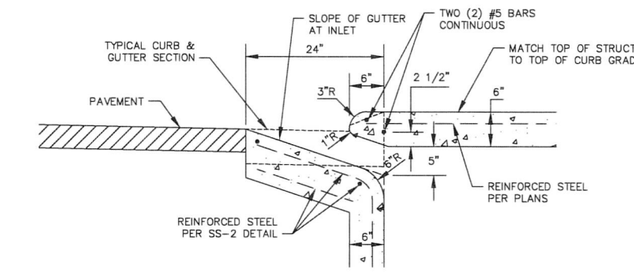


NOTES:

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

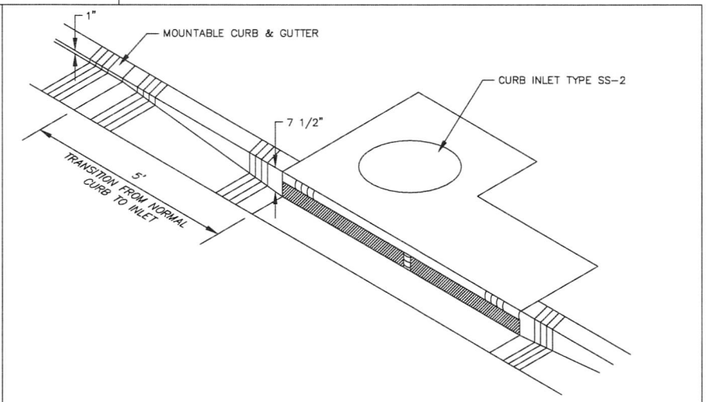
LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



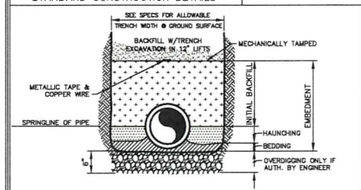
DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721 DWG.-2	
DR. BY: SJ	FILE: MCTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585 DWG.-2	
DR. BY: SJ	FILE: MCTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL:

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVEREXCAVATING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAKED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAD BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

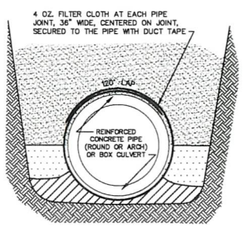
CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SENAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

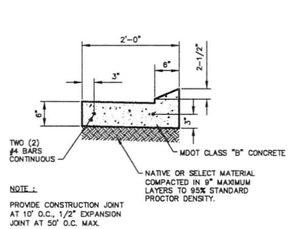
PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



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

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

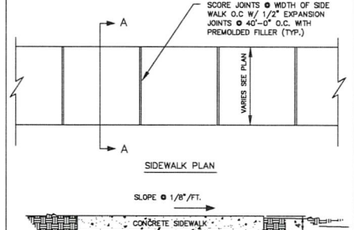


NOTE :

PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	
DR. BY:	FILE: MNTDURB	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SECTION A-A

SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



William E. Knesal, Jr. Digitally signed by William E. Knesal, Jr. Date: 2020.05.01 17:26:44 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

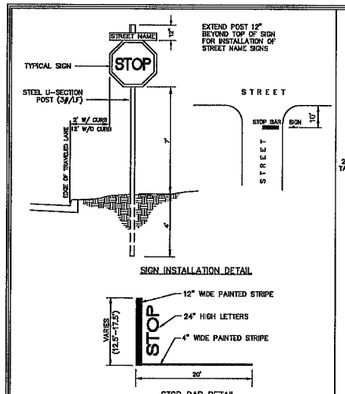
KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: DETAILS - 1

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNESAL ENGINEERING SERVICES, INC.
980 COURTHOUSE RD., UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com

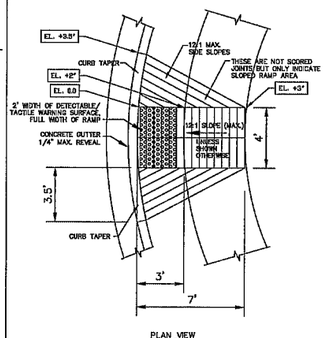
DRAWING NO. 3294-DET-1
REV. B
SHEET 11 OF 12
PROJECT NO. 3294



STOP SIGN & BAR DETAIL

DATE: 8/20/19	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 03006	
DR. BY:	FILE: STOPSIGN	

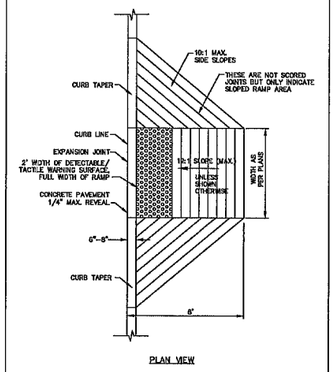
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 8/20/19	APPR. BY:
SCALE: N.T.S.	DR. NO.:
DR. BY:	FILE:

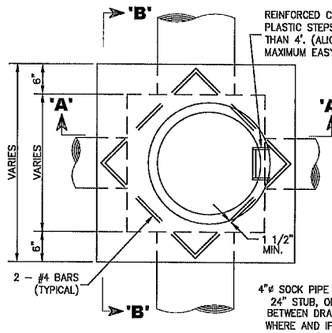
REVISION



HANDICAP RAMP W/TACTILE WARNING SURFACE

DATE: 8/20/19	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 03006	
DR. BY:	FILE: ROMAPRONE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

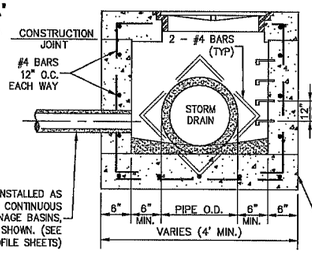


PLAN VIEW

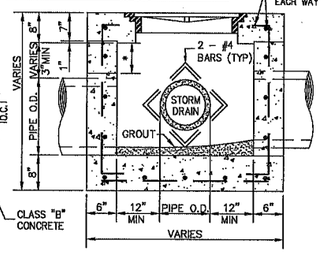
CASTINGS:

FOR CATCH BASINS / INLETS: NEENAH MODEL #R-5901-F, GRATE w/FRAME, OR EQUAL.

FOR JUNCTION BOXES AND CONFLICT BOXES: NEENAH MODEL #R-1765, OR EQUAL. (IN PAVED AREAS ONLY) NEENAH MODEL #R-5900-F, OR EQUAL. (IN UNPAVED AREAS ONLY)



SECTION 'A'-'A'



SECTION 'B'-'B'

TYPICAL DETAIL

CATCH BASINS, JUNCTION BOXES, CONFLICT BOXES, & POND OUTLET BOXES
N.T.S.

NOTES:

1. IF THE BOX TOP IS CAST ELSEWHERE AND INSTALLED ONTO THE WALLS, DOWEL THE TOP INTO THE WALLS AND/OR PEDESTALS.

2. THE LOCATION OF GRATE AND FRAME SHALL BE SUCH THAT IT PROVIDES SUITABLE ACCESS TO THE STRUCTURE USING THE STEPS.

ADDITIONAL NOTES FOR:

CONFLICT BOXES:

3. MAINTAIN A MINIMUM 12" CLEARANCE BETWEEN BOTTOM OF CONFLICTING PIPE AND INVERT OF BOX.

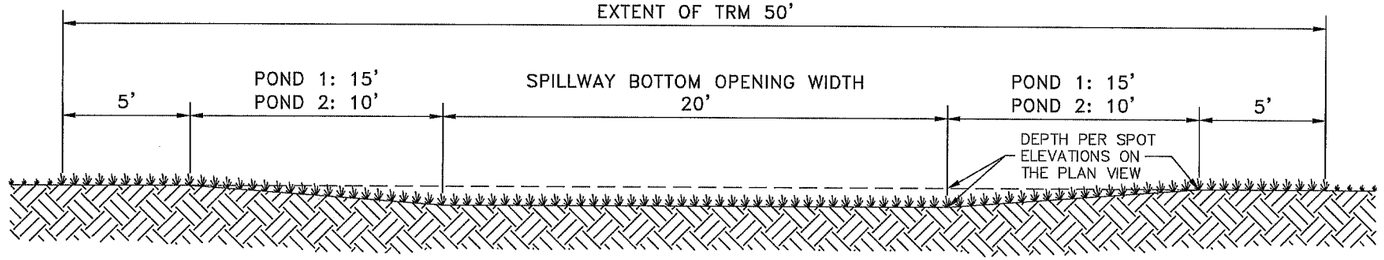
4. ENCASE CONFLICTING PIPE IN DUCTILE IRON CASING TWO SIZES LARGER THAN THE CONFLICTING PIPE. EXTEND CASING 12", EACH WAY, OUTSIDE OF CONFLICT BOX.

5. THE CONTRACTOR SHALL INCLUDE IN HIS BID PRICE THE COST FOR ALL WORK ASSOCIATED WITH RESTORING THE CONFLICTING PIPE AND INSTALLING IT IN ITS CASING, OR INSTALLING A SPLIT CASING.

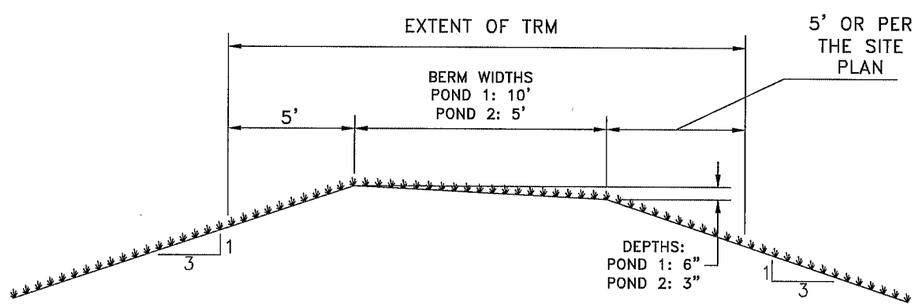
POND OUTLET BOXES:

6. SEE THE PROJECT DRAWINGS FOR CONFIGURATIONS OF WEIRS, ORIFICES, ETC., AND CASTING (ALL AS APPLICABLE).

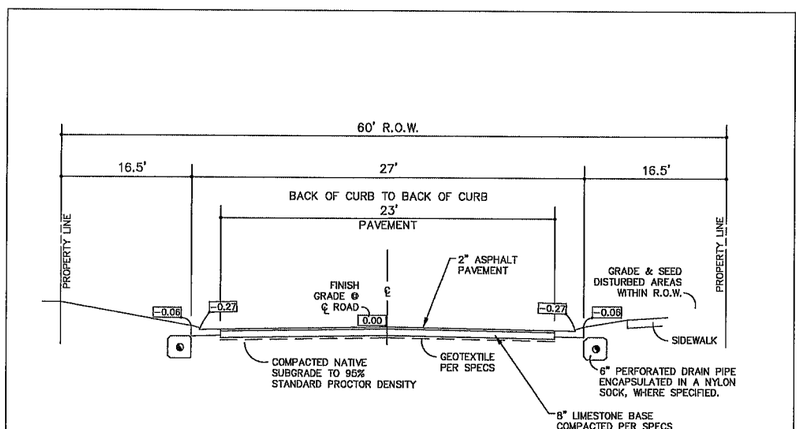
*THROAT OPENING DEPTH 8" UNLESS SPECIFIED OTHERWISE ELSEWHERE.



POND SPILLWAY PROFILE



POND SPILLWAY CROSS SECTION



TYPICAL ROADWAY SECTION

ENGINEER
William E. Knesal, Jr.
PE-07215
Digitally signed by William E. Knesal, Jr.
Date: 2020.04.03 10:46:22 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

SHEET TITLE: DETAILS – 2

PROJECT NAME: COFFEE CREEK SUBDIVISION

980 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-867-9100
bill.knesal@knesalengineering.com
KNESAL ENGINEERING SERVICES, INC.

DRAWING NO. 3294-DET-2
REV. B
SHEET 12 OF 12
PROJECT NO. 3294

MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

LARGE CONSTRUCTION NOTICE OF INTENT (LCNOI) FOR COVERAGE UNDER THE LARGE CONSTRUCTION STORM WATER GENERAL NPDES PERMIT

INSTRUCTIONS

The Large Construction Notice of Intent (LCNOI) is for coverage under the Large Construction General Permit for land disturbing activities of five (5) acres or greater; or for land disturbing activities, which are part of a larger common plan of development or sale that are initially less than five (5) acres but will ultimately disturb five (5) or more acres. Applicant must be the owner or operator. For construction activities, the operator is typically the prime contractor. The owner(s) of the property and the prime contractor associated with regulated construction activity on the property have joint and severable responsibility for compliance with the Large Construction Storm Water General Permit MSR10.

If the company seeking coverage is a corporation, a limited liability company, a partnership, or a business trust, attach proof of its registration with the Mississippi Secretary of State and/or its Certificate of Good Standing. This registration or Certificate of Good Standing must be dated within twelve (12) months of the date of the submittal of this coverage form. Coverage will be issued in the company name as it is registered with the Mississippi Secretary of State.

Completed LCNOIs should be filed at least thirty (30) days prior to the commencement of construction. Discharge of storm water from large construction activities without written notification of coverage is a violation of state law.

Submittals with this LCNOI must include:
- **A site-specific Storm Water Pollution Prevention Plan (SWPPP) developed in accordance with ACT5 of the General Permit**
- **A detailed site-specific scaled drawing showing the property layout and the features outlined in ACT5 of the General Permit**
- **A United States Geological Survey (USGS) quadrangle map or photocopy, extending at least one-half mile beyond the facility property boundaries with the site location and outfalls outlined or highlighted. The name of the quadrangle map must be shown on all copies. Quadrangle maps can be obtained from the MDEQ, Office of Geology at 601-961-5523.**

Additional submittals may include the following, if applicable:
- **Appropriate Section 404 documentation from U.S. Army Corps of Engineers**
- **Appropriate documentation concerning future disposal of sanitary sewage and sewage collection system construction**
- **Appropriate documentation from the MDEQ Office of Land & Water concerning dam construction and low flow requirements**
- **Approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties**
- **Antidegradation report for disturbance within Waters of the State**

ALL QUESTIONS MUST BE ANSWERED (Answer "NA" if the question is not applicable)

MSR10 _ _ _ _

(NUMBER TO BE ASSIGNED BY STATE)

APPLICANT IS THE: ☑ **OWNER** ☐ **PRIME CONTRACTOR**

OWNER CONTACT INFORMATION

OWNER CONTACT PERSON: Chiron Hosley

OWNER COMPANY LEGAL NAME: Lacley, LLC

OWNER STREET OR P.O. BOX: 12523 Herring Rd.

OWNER CITY: Gulfport **STATE:** MS **ZIP:** 39503

OWNER PHONE #: (228) 341-2231 **OWNER EMAIL:** lacleyInvestments@gmail.com

PREPARER CONTACT INFORMATION

IF NOI WAS PREPARED BY SOMEONE OTHER THAN THE APPLICANT

CONTACT PERSON: William E. (Bill) Knesal , Jr.

COMPANY LEGAL NAME: Knesal Engineering Services, Inc.

STREET OR P.O. BOX: 980 Courthouse Rd Apt 901

CITY: Gulfport **STATE:** MS **ZIP:** 39507

PHONE # ( ) 228-547-4339 **EMAIL:** bill.knesal@knesalengineering.com

PRIME CONTRACTOR CONTACT INFORMATION

PRIME CONTRACTOR CONTACT PERSON:

PRIME CONTRACTOR COMPANY LEGAL NAME:

PRIME CONTRACTOR STREET OR P.O. BOX:

PRIME CONTRACTOR CITY: **STATE:** **ZIP:**

PRIME CONTRACTOR PHONE #: (___)_____ **PRIME CONTRACTOR EMAIL:**

FACILITY SITE INFORMATION

FACILITY SITE NAME: Coffee Creek Subdivision

FACILITY SITE ADDRESS (If the physical address is not available, please indicate the nearest named road. For linear projects indicate the beginning of the project and identify all counties the project traverses.)

STREET: The entrance is at the west end of the existing 29th Street.

CITY: Gulfport STATE: MS COUNTY: Harrison ZIP: 39501

FACILITY SITE TRIBAL LAND ID (N/A If not applicable): N/A

LATITUDE: 30 **degrees** 23 **minutes** 8 **seconds** **LONGITUDE:** 89 **degrees** 03 **minutes** 18 **seconds**

LAT & LONG DATA SOURCE (GPS *(Please GPS Project Entrance/Start Point)* or Map Interpolation): Google Earth (at entrance)

TOTAL ACREAGE THAT WILL BE DISTURBED [1]: 15.1

IS THIS PART OF A LARGER COMMON PLAN OF DEVELOPMENT? YES ☐ NO ☑

IF YES, NAME OF LARGER COMMON PLAN OF DEVELOPMENT: _____
AND PERMIT COVERAGE NUMBER: MSR10_ _ _ _

ESTIMATED CONSTRUCTION PROJECT START DATE: 2026-07-01 (YYYY-MM-DD)

ESTIMATED CONSTRUCTION PROJECT END DATE: 2027-06-30 (YYYY-MM-DD)

DESCRIPTION OF CONSTRUCTION ACTIVITY: Construction of roads, drainage, water system, and a gravity sewer system for a residential subdivision

PROPOSED DESCRIPTION OF PROPERTY USE AFTER CONSTRUCTION HAS BEEN COMPLETED:
Residential subdivision

SIC Code: ___ ___ ___ ___ **NAICS Code** ___ ___ ___ ___ ___ ___

NEAREST NAMED RECEIVING STREAM: _____

IS RECEIVING STREAM ON MISSISSIPPI'S 303(d) LIST OF IMPAIRED WATER BODIES? (The 303(d) list of impaired waters and TMDL stream segments may be found on MDEQ's web site: http://www.deq.state.ms.us/MDEQ.nsf/page/TWB_Total_Maximum_Daily_Load_Section) YES ☐ NO ☑

HAS A TMDL BEEN ESTABLISHED FOR THE RECEIVING STREAM SEGMENT? YES ☐ NO ☑

FOR WHICH POLLUTANT:

ARE THERE RECREATIONAL STREAMS, PRIVATE/PUBLIC PONDS OR LAKES WITHIN ½ MILE DOWNSTREAM OF PROJECT BOUNDRY THAT MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITY? YES ☐ NO ☑

EXISTING DATA DESCRIBING THE SOIL (for linear projects please describe in SWPPP):
EuE (Wadley and Poarch soils); PbC (Pactolus-Urban land complex); Pm 9Plummer loamy sand); Ps (Ponzer and Smithton soils)

WILL FLOCCULANTS BE USED TO TREAT TURBIDITY IN STORM WATER? YES ☐ NO ☑

IF YES, INDICATE THE TYPE OF FLOCCULANT.
☐ **ANIONIC POLYACRYLIMIDE (PAM)**
☐ **OTHER** _____

IF YES, DOES THE SWPPP DESCRIBE THE METHOD OF INTRODUCTION, THE LOCATION OF INTRODUCTION AND THE LOCATION OF WHERE FLOCCULATED MATERIAL WILL SETTLE?

IS A SDS SHEET INCLUDED FOR THE FLOCCULATE? YES ☐ NO ☐

WILL THERE BE A 50 FT BUFFER BETWEEN THE PROJECT DISTURBANCE AND THE WATERS OF THE STATE? YES ☐ NO ☑

IF NOT, PROVIDE EQUIVALENT CONTROL MEASURES IN THE SWPPP.

[1]Acreage for subdivision development includes areas disturbed by construction of roads, utilities and drainage. Additionally, a housesite of at least 10,000 ft^2 per lot (entire lot, if smaller) shall be included in calculating acreage disturbed.

DOCUMENTATION OF COMPLIANCE WITH OTHER REGULATIONS/REQUIREMENTS

COVERAGE UNDER THIS PERMIT WILL NOT BE GRANTED UNTIL ALL OTHER REQUIRED MDEQ PERMITS AND APPROVALS ARE SATISFACTORILY ADDRESSED

IS LCNOI FOR A FACILITY THAT WILL REQUIRE OTHER PERMITS? YES ☐ NO ☑

IF YES, CHECK ALL THAT APPLY: ☐ AIR ☐ HAZARDOUS WASTE ☐ PRETREATMENT ☐ WATER STATE OPERATING ☐ INDIVIDUAL NPDES ☐ OTHER: _____

IS THE PROJECT REROUTING, FILLING OR CROSSING A WATER CONVEYANCE OF ANY KIND? (If yes, contact the U.S. Army Corps of Engineers' Regulatory Branch for permitting requirements.) YES ☑ NO ☐

IF THE PROJECT REQUIRES A CORPS OF ENGINEER SECTION 404 PERMIT, PROVIDE APPROPRIATE DOCUMENTATION THAT:

-The project has been approved by individual permit, or
-The work will be covered by a nationwide permit and NO NOTIFICATION to the Corps is required, or
-The work will be covered by a nationwide or general permit and NOTIFICATION to the Corps is required

IS THE PROJECT REROUTING, FILLING OR CROSSING A STATE WATER CONVEYANCE OF ANY KIND? (If yes, please provide an antidegradation report.) YES ☐ NO ☑

IS A LAKE REQUIRING THE CONSTRUCTION OF A DAM BEING PROPOSED? (If yes, provide appropriate approval documentation from MDEQ Office of Land and Water, Dam Safety.) YES ☐ NO ☑

IF THE PROJECT IS A SUBDIVISION OR A COMMERCIAL DEVELOPMENT, HOW WILL SANITARY SEWAGE BE DISPOSED? *Check one of the following and attach the pertinent documents.*

☑ **Existing Municipal or Commercial System. Please attach plans and specifications for the collection system and the associated "Information Regarding Proposed Wastewater Projects" form or approval from County Utility Authority in Hancock, Harrison, Jackson, Pearl River and Stone Counties. If the plans and specifications can not be provided at the time of LCNOI submittal, MDEQ will accept written acknowledgement from official(s) responsible for wastewater collection and treatment that the flows generated from the proposed project can and will be transported and treated properly. The letter must include the estimated flow.**

☐ **Collection and Treatment System will be Constructed. Please attach a copy of the cover of the NPDES discharge permit from MDEQ or indicate the date the application was submitted to MDEQ (Date: _____.)**

☐ **Individual Onsite Wastewater Disposal Systems for Subdivisions Less than 35 Lots. Please attach a copy of the Letter of General Acceptance from the Mississippi State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.**

☐ **Individual Onsite Wastewater Disposal Systems for Subdivisions Greater than 35 Lots. A determination of the feasibility of installing a central sewage collection and treatment system must be made by MDEQ. A copy of the response from MDEQ concerning the feasibility study must be attached. If a central collection and wastewater system is not feasible, then please attach a copy of the Letter of General Acceptance from the State Department of Health or certification from a registered professional engineer that the platted lots should support individual onsite wastewater disposal systems.**

INDICATE ANY LOCAL STORM WATER ORDINANCE (I.E. MS4)WITH WHICH THE PROJECT MUST COMPLY:

Applicable provisions of the City of Gulfport's Land Development Ordinances

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Chiron Hosley

Signature of Applicant[1] (owner or prime contractor)

04/08/26

Date Signed

Chiron Hosley

Printed Name[1]

Member

Title

[1]This application shall be signed as follows:

- **For a corporation, by a responsible corporate officer.**
- **For a partnership, by a general partner.**
- **For a sole proprietorship, by the proprietor.**

For a municipal, state or other public facility, by principal executive officer, mayor, or ranking elected official

Please submit the LCNOI form to:

Chief, Environmental Permits Division
MS Department of Environmental Quality, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Electronically: https://www.mdeq.ms.gov/construction-stormwater/

Revised 3/23/22

STORM WATER POLLUTION PREVENTION PLAN

for

COFFEE CREEK SUBDIVISION – ALL PHASES

in

GULFPORT, MS

SECTION 35, TOWNSHIP 7 SOUTH, RANGE 11 WEST

GULFPORT, MISSISSIPPI

KNESAL ENGINEERING SERVICES, INC.

PROJECT NO. 3294

REV. A, APRIL 7, 2026

NARRATIVE

I. PROJECT DESCRIPTION

The proposed project will be the construction of a 96-lot subdivision, located on the west end of 29th Street, north of 26th Street, east of "B" Avenue, and south of 30th Street in Gulfport, Mississippi (see attached drawings). The proposed construction and development project consists of approximately 14.5 acres. Construction of the proposed streets and residential lots will require site preparation (clearing and grubbing), earthwork (cut and fill), installation of impervious pavements, and residential housing. Post-development surface runoff calculations have been prepared and are included in Appendix A.

Storm water detention will be implemented for the proposed development, as required by the City of Gulfport. Short-term and long-term erosion will be controlled on-site, as described herein.

II. LOCATION

The proposed project will be located on the west end of 29th Street, east of "B" Avenue, north of 26th Avenue, and south of 30th Street, in Gulfport, Mississippi, as shown in the attached exhibits.

The development will occur in three phases. Construction of all streets and related improvements will be completed in each phase of the project. After construction is completed and the subdivision is platted with the local jurisdiction, construction of residences will begin. A wetlands permit from the U.S. Army Corps of Engineers is not required since this project will avoid disturbing all onsite wetlands as shown on the attached drawing.

The project is in Section 35, Township 7 South, Range 11 West, Harrison County, Mississippi, within the City of Gulfport, MS. (See the attached Vicinity Map.)

III. Access

Access to the subject development will be off of 29th Street, as depicted in the drawings. This point will serve as the only access into the development.

IV. Planned Work

The total development, including non-lot parcels, right-of-ways, work beyond the property line, and jurisdictional wetlands to remain, is planned to be approximately 14.5 acres.

V. SITE DESCRIPTION

A. Before Construction - The parcel is currently undeveloped, partially wooded and partially grassed, and bounded by wooded property and one occupied residential lot to the east. The site is bounded on the east by an undeveloped, platted right-of-way, and other undeveloped right-of-ways "deadend" within and at the site boundary, including 29th Street, which will serve as the main entrance.

B. Coffee Creek (actually a ditch at this location) traverses most of the north edge of the site. From about the center of the site, the ground slopes to the top of the Coffee Creek bank at between 3% and 8%. From the same center of the site, the ground then slopes generally southwestward at an average 2.2% to the bank of a different section of Coffee Creek. Southeast from the center, the site undulates but is essentially flat to its southeastern border.

C. The potential for normal off-site loss is moderate. Proposed earthwork will involve cut and fill over most of the site with imported fill to be placed in certain areas. The potential for erosion and sedimentation is most likely to occur on the southwest portion of the site. Therefore, sediment control along the property lines and double silt fencing along the wetland limits will be implemented during construction.

D. Soil types are Eustis loamy sand (EtB), Eustis and Poarch soils (EuE), and Plummer loamy sand (Pm)

E. After Construction – The development will increase the impervious area by approximately ___ acres.

VI. EROSION AND SEDIMENT CONTROLS

The intent of the construction BMPs is to prevent the transport of sediments off of the site. Therefore, inlet protection is designated on the drawings only at specific locations, while the contractor will have the option of installing inlet protection at other inlets if he chooses to control the transport of silt at the source, or to control it further downstream by removing silt from pipes, diches, and detention areas periodically, and to the design elevations at the end of the project.

Until permanent seeding is in place, the contractor will remain responsible for installation of temporary BMPs if required to adapt to his construction operations.

Where water will accumulate along the base of any perimeter control BMP running down a slope, the Contractor will need to select and install methods he finds effective at appropriate intervals to intercept the flow to prevent channelization along the base of the BMP, and to reinforce it if necessary where water is impounded.

Permanent siltation control will be provided by two detention ponds, outlet controls for selected outfalls, and a combination silt fence and brush dam BMP to be installed in the southwest area.

The treatment volume calculations are shown in the attached Impervious Areas and Storage Volumes table.

VII. ALLOWABLE NON-STORM WATER DISCHARGES

A. Discharges from actual fire-fighting activities
B. Fire hydrant flushing
C. Water used to control dust
D. Potable water sources including uncontaminated water line flushing
E. Routine external building wash down that does not use detergents
F. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used
G. Uncontaminated air conditioning or compressor condensate
H. Uncontaminated ground water or spring water

I. Foundation or footing drains where flows are not contaminated with process materials such as solvents
J. Uncontaminated excavation dewatering
K. Landscape irrigation
L. Water used to wash vehicles, wheel wash water and other wash waters where detergents are not used, if treated in a sediment basin or alternative control that provides equivalent or better treatment before discharge.

VIII. PROHIBITED NON-STORM WATER DISCHARGES

A. Wastewater from washout of concrete.
B. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials
C. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance
D. Soaps or solvents used in vehicle and equipment washing
E. Wastewater from sanitary facilities, including portable toilets
F. Dewatering activities, including discharges from dewatering of trenches and excavations unless managed by BMPs.
G. Wastewater from equipment and vehicle washing, wheel wash water, and other wash waters, unless treated in a sediment basin or alternative control that provides equivalent or better treatment before discharge.

IX. CONSTRUCTION SEQUENCE

A. Obtain plan approval and other applicable permits.
B. Conduct a Preconstruction Conference with the contractor to review the Construction and Permanent Storm Water Management Plan. Provide (if not already included with the plans and specifications) all BMP specifications and instructions to the contractor for the proper application of each of these measures.
C. Phasing - Schedule or sequence construction activities to concentrate work in certain areas so as to minimize the amount of soil that is exposed at one time. No more than 10 acres shall be disturbed and unstabilized at one time.
D. Flag the work area and mark the area to remain undisturbed. This is to include providing and maintaining any buffers designated on the drawings. If none is designated on the drawings, provide and maintain at least a 50-foot undisturbed natural buffer around waters of the United States; or provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by additional erosion and sediment controls which in combination achieves the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
E. Install Perimeter Controls where determined necessary.
F. Install the Construction Entrance/Exit to the project in accordance with its specification and in the locations as shown on the plans.
G. Complete site clearing and grubbing.
H. Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached, topsoil should be distributed to at least 2 inches deep on 3:1 slopes and 4 inches on flatter slopes.
I. Use of heavy equipment in areas to be re-vegetated should be avoided, to avoid compaction of the upper soils. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tiling process.

J. Excavate swales and ditches (if any) as shown on the plan/profile sheets, per a sequence consistent with the contractor's operations. Provide temporary seeding and mulch in all such areas.

K. Complete the construction of the site utilities, site drainage facilities, and all roadways.

L. Inspect and correct all stormwater management facilities as designated herein under INSPECTIONS AND REPAIRS.

M. After all permanent vegetation has stabilized, remove all perimeter control (except for any designated to remain).

N. Before acceptance by the county or municipality, the contractor shall remove any sediment from inlets, ditches/swales, and detention ponds, as to provide the full design shape and volume.

O. Complete the vegetation of all remaining grounds, such that at Final Completion of the construction, all disturbed areas are vegetated and subsequently maintained for acceptance per the specifications.

X. STABILIZATION REQUIRED IF WORK TEMPORARILY OR PERMANENTLY CEASES

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

XI. INSPECTIONS AND REPAIRS

A. Inspect the lake outfall, the ditch along the west edge of the site, the detention area on the east edge of the site, all erosion and sediment controls, and other SWPPP requirements

1. at least weekly
2. after any rain event which produces a discharge, and
3. as often as is necessary to ensure that appropriate erosion and sediment controls have been properly constructed and maintained and to determine if additional or alternative control measures are required.

B. Any poorly functioning erosion controls or sediment controls, non-compliant discharges, or any other deficiencies observed during the inspections required under this permit shall be corrected as soon as possible, but not to exceed 24 hours of the inspection unless prevented by unsafe weather conditions as documented on the inspection form.

C. Inspections shall be performed by qualified personnel (see Definitions), who shall use a copy of the Site Inspection and Certification form provided in the Large Construction Forms Package (or equivalent form). Before conducting the site inspection, the inspector should review Chapter 4, Inspector's Checklist and Troubleshooting Chart found in MDEQ's Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi.

D. MDEQ strongly recommends that coverage recipients perform a "walk through" inspection of the construction site daily to ensure controls are in place and will function properly.

XII. BEST MANAGEMENT PRACTICES (BMPs)

A. Below is a list of Best Management Practices that can be used to prevent the contamination of storm water. The BMPs selected for this project and their locations are indicated on the attached drawing, either explicitly drawn, called out by a note, or both. The locations shown are not exclusive, and the contractor's means and methods may require additional BMPs. All BMPs shall conform to the specifications of the Mississippi SWPPP Guidance Manual.

Diversions: Use diversions to direct runoff into sediment traps, and to minimize erosion during the construction phase.

Perimeter control: Perimeter controls are used below disturbed areas to filter sediment from runoff. They may be placed in minor swales or ditches where the maximum contributing drainage area is no more than two acres and are not to be installed in live streams. The controls must be maintained and the sediment removed when deposits reach one-third to one-half the height. All sediment deposits shall be properly disposed. After the control is no longer needed, the area shall be graded, seeded, and mulched.

Construction Entrance/Exit: Graveled areas located at each construction entrance where vehicles enter and leave the project site will provide a buffer for the deposition of mud and sediment. This will minimize pollution onto public roads or other off-site paved areas.

Dust Control: Dust will be controlled as much as possible during construction by temporary seeding and spraying with water. The construction accesses shall be stabilized and monitored during high traffic times. to minimize the dust on construction roads.

Seeding, Sodding, and Mulching: These vegetative practices should be fertilized at one half the initial rates at the beginning of the second growing season. Eroded areas should be shaped, smoothed, and replanted at this time. Where practical, grassed areas should be clipped once annually. Mulching will be used at the time of permanent seeding. See the Mississippi SWPPP Guidance Manual for seeding, mulching, and fertilizing rates.

Concrete Washout Facilities: Concrete washout shall be permitted only at designated locations, away from natural drains or streams, and concrete washout shall not be treated in a sediment basin or upstream of a level spreader. When possible, washouts should be performed at the concrete plant. Although washouts will most likely occur on site, truck backwashing is prohibited. Backwashing must be done at the concrete plant.

Fueling and Vehicle Maintenance Locations: Fueling and vehicle maintenance areas shall use BMPs for industrial activities to ensure that pollutants do not impact the storm water runoff. Impervious dikes and berms shall be used to contain potential spills. Drums and containers for holding and transporting contaminated materials should be on site.

On-Site Burning: If allowed by the local county or municipality and Mississippi air emission regulations, open burning will be limited to land-clearing debris from construction and will be performed in accordance said emission regulations. These regulations prohibit burning within 150 feet of a permanent residence, but permits mechanically-aided burning at a distance of 150-1500 feet from a permanent residence, and conventional burning at a distance of over 1500 feet from a permanent residence.

B. **Spill Prevention and Response Procedures:** If any fuel storage tanks are present on site a dike should be constructed around them in order to contain any accidental spillage. The name and number of a competent hazardous waste disposal contractor shall be posted in the office for use in the event of a spill. The site shall be kept free from the accumulation of solid waste and other good housekeeping procedures implemented.

C. **Operation and Maintenance:** The best management practices once implemented must be maintained to ensure that satisfactory operation continues. The sediment traps and diversions should routinely have excess sediment removed when the capacity has been reduced by one-third to one-half. This may be required following each major storm event. This material should be stockpiled and protected from possible re-entry into the storm water until it can be used. Diversions require frequent inspection to ensure that traffic has not worn them down or that funneling waters have not washed them out. Vegetative growth on diversions must be checked frequently and action taken if the growth rate is not satisfactory.

D. **Record Keeping:** Records shall be retained for three years of all maintenance activities, spills, and inspections, including a description of the quality and quantity of storm water.

E. **Employee Training:** A staff meeting shall be held for the purpose of discussing the Storm Water Pollution Prevention Plans components and goals.

XIII. Housekeeping Practices During Construction

A. Sweep or remove sediment and other debris that has been tracked from the site or deposited from the site onto streets and other paved surfaces.

B. Remove sediment or other pollutants that have accumulated in or near any sediment control measures when the capacity has been reduced by one-third to one-half, storm water conveyance channels, storm drain inlets, or water course conveyance within the construction site.

C. Remove accumulated sediment that has been trapped by sediment control measures at the site, in accordance with applicable maintenance requirements covered under this permit.

D. Equipment maintenance and repair shall not be accomplished on the construction site. Those activities shall be accomplished elsewhere in areas designed and equipped for equipment maintenance and repair activities.

E. The washout and cleaning of concrete chutes shall not be accomplished on the construction site. Those activities shall be accomplished elsewhere in areas properly suited to prevent pollution from washout.

F. Appropriate numbers of waste receptacles shall be located in close proximity to areas where waste is accumulated. Waste receptacles shall be emptied and maintained on regular basis.

G. Appropriate numbers of properly protected waste receptacles for chemicals, solvents, and pipe lubricants shall be located in close proximity to areas where such waste is accumulated. Waste receptacles shall be emptied and maintained on regular basis. Also, as designated on the drawings, a protected storage area of at least 20' x 20' will be provided for chemicals, paints, solvents, fertilizers, pesticides, herbicides, detergents, and other potentially toxic materials kept on site.

H. Appropriate numbers of sanitary facilities shall be located in close proximity to areas where construction employees are working. Sanitary facilities shall be emptied and maintained on regular basis.

I. All BMPs shall be inspected, repaired, and maintained as specified elsewhere herein.

XIV. Maintenance Plan

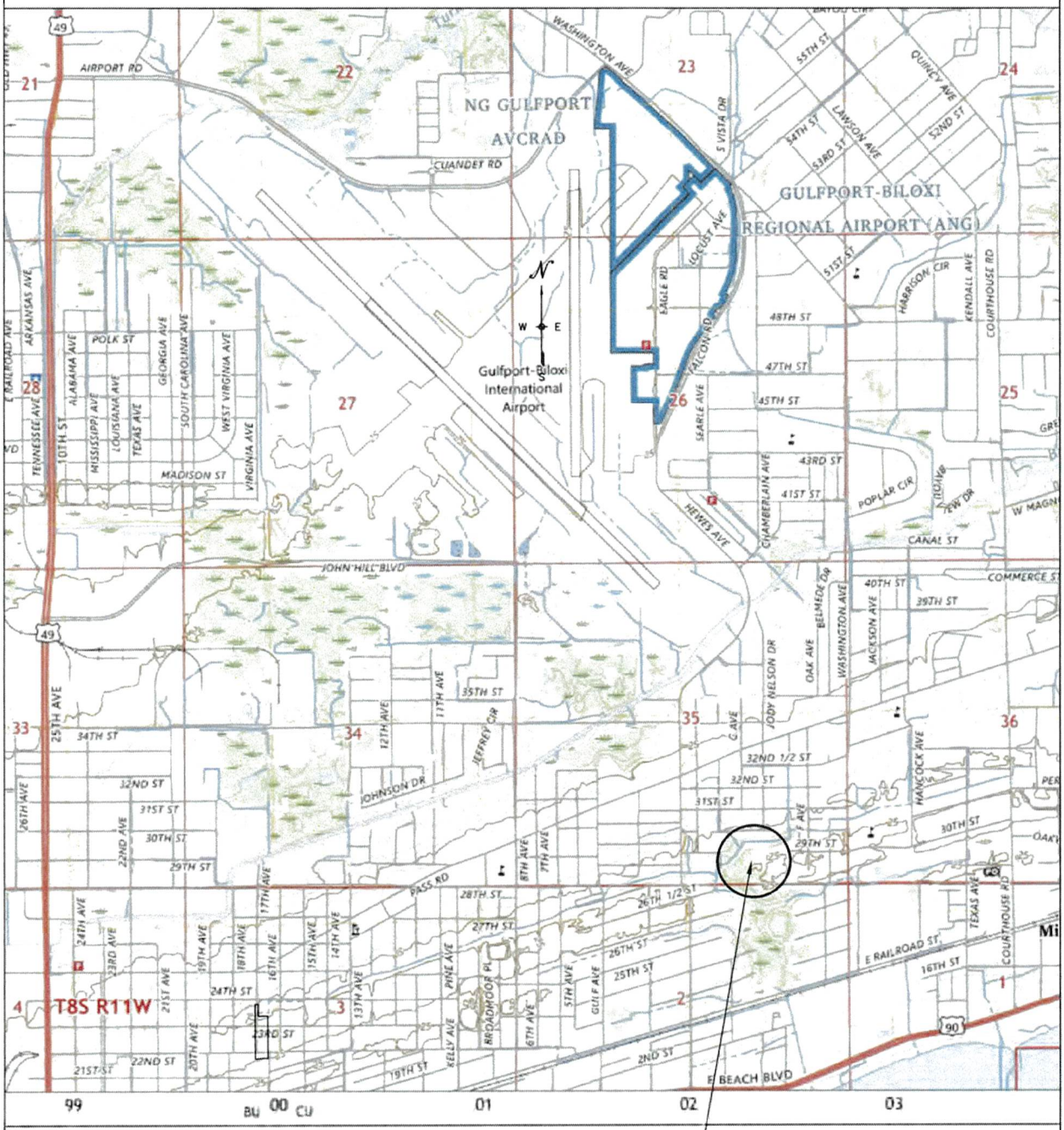
Maintenance activities shall be performed on the erosion and sediment controls as follows:

System	Maintenance Requirements	Maintenance Frequency
Perimeter Controls	Inspect for and repair any channelization along the base of the control. To prevent its reoccurrence, install measures to interrupt the flow along the base of the fence such as J-hooks of perimeter control materials, small berms, etc., which will induce the formation of one version of level spreader.	Weekly or after a rain that produces a discharge
Stormwater Basins	Inspect for and repair erosion and remove trash/debris. Inspect for an accumulation of sediment volume of approximately one-third to one-half of the design volume, and excavate to design elevations.	Weekly or after a rain that produces a discharge
Outfall Structure	Confirm that structure has not become blocked or is in need of repair.	Weekly or after a rain that produces a discharge
Open Channels	Inspect for and repair erosion and remove trash/debris.	Weekly or after a rain that produces a discharge
Vegetated Areas Designated to Be Allowed to Grow Unimpeded	Inspect for any gaps in the stand of vegetation, repair any erosion, and install construction barrier grid and/or temporary perimeter control as needed to allow the re-establishment of permanent vegetation.	Weekly

For drawings and/or further descriptions of vegetative and structural controls mentioned above, see the plans and specifications for this project, and the Mississippi SWPPP Guidance Manual if additional information is needed.

ATTACHMENTS:

Vicinity Map
Impervious Area and Storage Volumes
Drawings:
- 02-EC-DEMO Rev B
- 04 DPL-SWPPP Rev D
- 11 3294-DET-1 Rev A
- 12 3294-DET-2 Rev B



KNESAL ENGINEERING SERVICES, INC.

P.O. BOX 6813
GULFPORT, MS 39506
228-867-9100
bill.knesal@knesalengineering.com

PROJECT NAME: COFFEE CREEK SUBDIVISION
PHASES 1, 2, AND 3

SHEET TITLE: VICINITY MAP

KNESAL ENG. DATE	BY	DRAWING ISSUE
		SKETCH PLAT
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

REVISIONS | DATE | CHECKED BY | DRAWN BY | DESIGNED BY

COFFEE CREEK SUBDIVISION

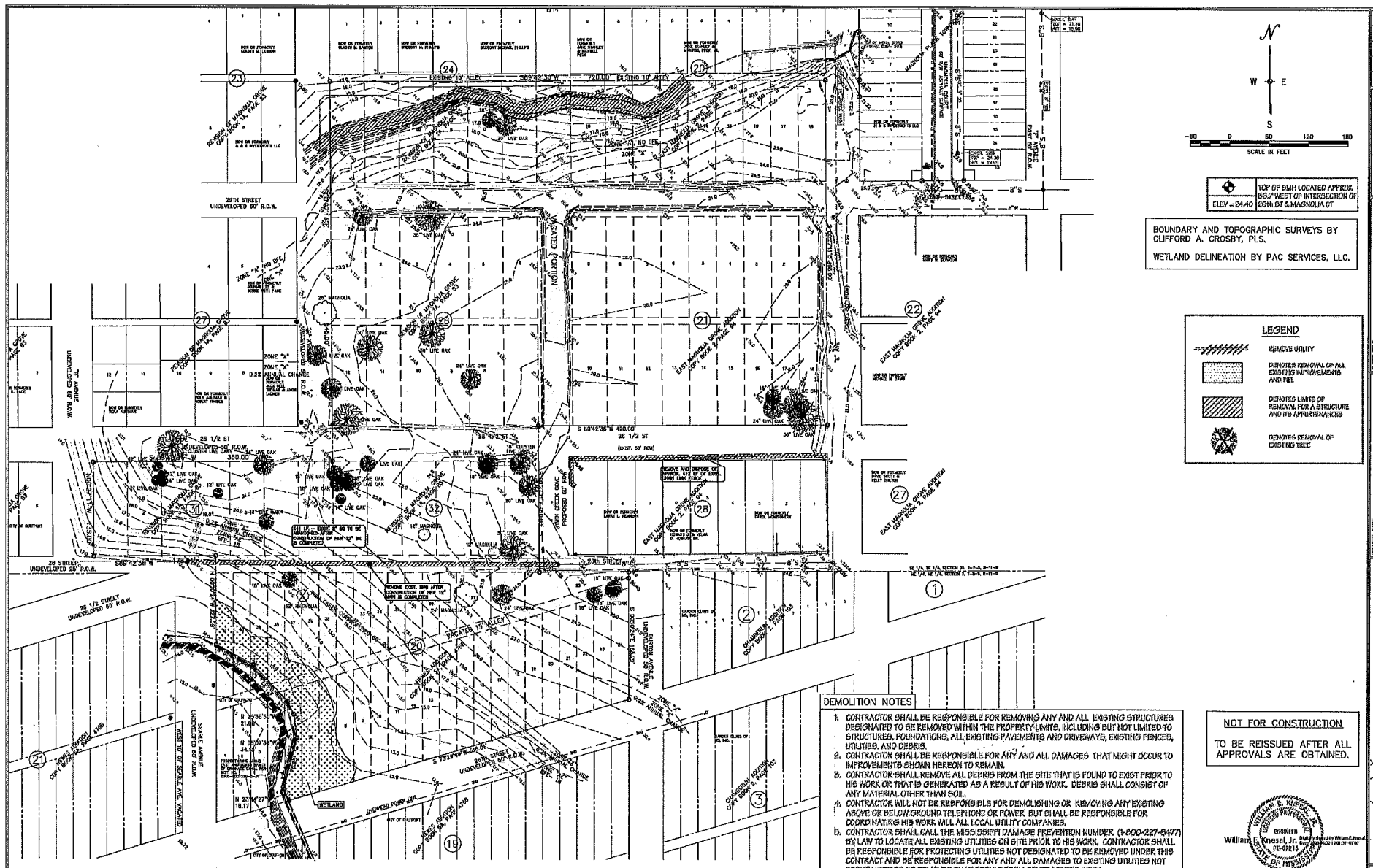
KES PROJECT NO. 3294

IMPERVIOUS AREAS AND STORAGE QUANTITIES

REV. A APRIL 8, 2026

POND 1 CATCHMENT AREA								
					2-Year Storm			
	Impervious SF	Runoff Depth Inches	Required Storage CF	Bottom Area SF	Area (from CAD) SF	Storage Depth Ft.	Storage Provided at 4.08' Deep CF	% of Req'd
Roads	23,341							
Driveways	9,600							
Sidewalks	6,763							
	39,704	0.5	**1,650**	1,121	3,218	4.08	**8,852**	**536%**

POND 2 CATCHMENT AREA								
					2-Year Storm			
	Impervious SF	Runoff Depth Inches	Required Storage CF	Bottom Area SF	W.S. Area (from CAD) SF	Storage Depth Ft.	Storage Provided at 5.04' Deep CF	% of Req'd
Roads	46,309							
Driveways	10,880							
Sidewalks	11,778							
	68,967	0.5	**2,870**	1,166	4,505	5.04	**14,291**	**498%**



NOT FOR CONSTRUCTION

TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.

WILLIAM E. KNOSAL, JR. REGISTERED PROFESSIONAL ENGINEER PE-07218 STATE OF MISSISSIPPI

William E. Knosal, Jr. Date: 2021.10.01 10:01:37 -05'00'

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

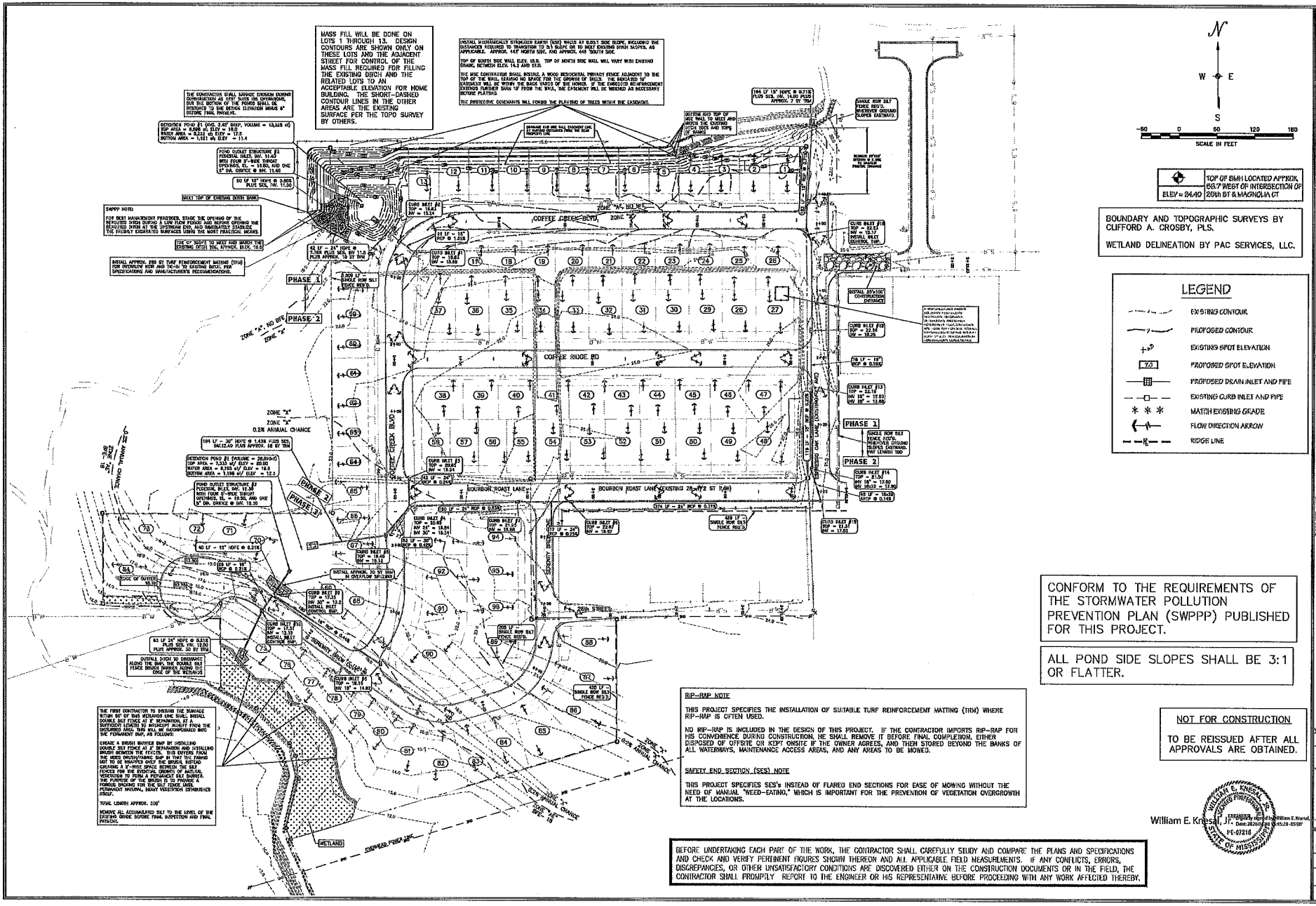
ORIGINAL ISSUE DATE	BY	DRAWING ISSUE	BY
		SKETCH PLAT	
		FOR APPROVAL	
		APPROVED FOR BID	
		APPROVED FOR CONST.	

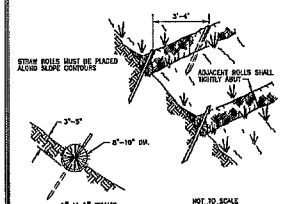
SHEET TITLE: EXISTING CONDITIONS AND DEMO PLAN

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNOSAL ENGINEERING SERVICES, INC.
880 COURTHOUSE RD. UNIT 601
GULFPORT, MS 39507
228-324-4488
billknosal@knosalengineering.com

DRAWING NO. 3294-EC-DEMO
REV. A
SHEET 2 OF 12
PROJECT NO. 3294


MASS FILL WILL BE DONE ON LOTS 1 THROUGH 13. DESIGN CONTOURS ARE SHOWN ONLY ON THESE LOTS AND THE ADJACENT STREET FOR CONTROL OF THE MASS FILL REQUIRED FOR FILLING THE EXISTING DITCH AND THE RELATED LOTS TO AN ACCEPTABLE ELEVATION FOR HOME BUILDING. THE SHORT-DASHED CONTOUR LINES IN THE OTHER AREAS ARE THE EXISTING SURFACE PER THE TOPO SURVEY BY OTHERS.
INSTALL MECHANICALLY STABILIZED EARTH (MSE) WALLS AT 0.50:1 SIDE SLOPE, INCLUDING THE EASEMENT REQUIRED TO TRANSITION TO 3:1 SLOPE OR TO MEET EXISTING DITCH SLOPES, AS APPLICABLE. APPROX. 445' NORTH SIDE, AND APPROX. 445' SOUTH SIDE.
THE MSE CONTRACTOR SHALL INSTALL A WOOD RESIDENTIAL PRIVACY FENCE ADJACENT TO THE TOP OF THE WALL, LEAVING NO SPACE FOR THE GROWTH OF TREES. THE INDICATED 10' EASEMENT WILL BE WITHIN THE BACK YARDS OF THE HOMES. IF THE EMBEDDED REINFORCEMENT EXTENDS FURTHER THAN 10' FROM THE WALL, THE EASEMENT WILL BE WIDENED AS NECESSARY BEFORE PLATTING.
THE PROTECTIVE COVENANTS WILL FORBID THE PLANTING OF TREES WITHIN THE EASEMENT.
THE CONTRACTOR SHALL MANAGE EROSION DURING CONSTRUCTION AS STEP NINE ON DRAWING, BUT THE BOTTOM OF THE PERMS SHALL BE INTRODUCED TO THE DESIGN ELEVATION MINUS 6" BEFORE FINAL PAVING.
DETENTION POND #1 (ING. 2.49' DEEP), VOLUME = 13,325 cf)
TOP AREA = 9,268 sf, ELEV = 18.2
WATER AREA = 8,223 sf, ELEV = 17.5
BOTTOM AREA = 1,181 sf, ELEV = 11.4
POND OUTLET STRUCTURE #2
PERSONAL INLET, INV. 11.45
WITH FOUR 3"-WIDE SLOT OPENINGS, EL. = 13.80, AND ONE 6" DIA. ORIFICE @ INV. 11.45
30 LF 18" HDPE @ 0.50%
PLUS SCS, INV. 11.00
INLET TOP OF EXISTING DITCH BANK
SWPPP NOTE
FOR BEST MANAGEMENT PRACTICES, STATE THE SPECIFICS OF THE REQUIRED WORK DURING A LOW FLOW PERIOD AND BEFORE OPENING THE DOWNSTREAM DITCH AT THE UPSTREAM END, AND IMMEDIATELY STABILIZE THE FRESHLY EXCAVATED SURFACES USING THE MOST PRACTICAL MEANS.
TOE OF SLOPE TO MEET AND MATCH THE EXISTING DITCH TOE, APPROX. ELEV. 10.5
INSTALL APPROX. 280 SY TURF REINFORCEMENT MATTING (TRM) THROUGHOUT NEW AND "TO-BE" EXISTING DITCH, PER SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
PHASE 1
PHASE 2
PHASE 3
ZONE "A", NO BFE
ZONE "X"
ZONE "X"
0.2% ANNUAL CHANCE
COFFEE CREEK BLVD
COFFEE RIDGE RD
BOURBON ROAST LANE
BOURBON ROAST LANE (EXISTING 28-WIDE ST R/W)
26th STREET
SCENERY DRIVE
EDGE OF WATER
WETLAND
SEWAGE FORCE LINE
TOP OF BANK LOCATED APPROX. 68.7' WEST OF INTERSECTION OF 26th ST & MAGNOLIA CT
ELEV = 24.40
BOUNDARY AND TOPOGRAPHIC SURVEYS BY CLIFFORD A. CROSBY, PLS.
WETLAND DELINEATION BY PAC SERVICES, LLC.
LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION
PROPOSED DRAIN INLET AND PIPE
EXISTING CURB INLET AND PIPE
MATCH EXISTING GRADE
FLOW DIRECTION ARROW
RIDGE LINE
N
W E
S
-60 0 60 120 180
SCALE IN FEET
CONFORM TO THE REQUIREMENTS OF THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PUBLISHED FOR THIS PROJECT.
ALL POND SIDE SLOPES SHALL BE 3:1 OR FLATTER.
RIP-RAP NOTE
THIS PROJECT SPECIFIES THE INSTALLATION OF SUITABLE TURF REINFORCEMENT MATTING (TRM) WHERE RIP-RAP IS OFTEN USED.
NO RIP-RAP IS INCLUDED IN THE DESIGN OF THIS PROJECT. IF THE CONTRACTOR IMPORTS RIP-RAP FOR HIS CONVERGENCE DURING CONSTRUCTION, HE SHALL REMOVE IT BEFORE FINAL COMPLETION, EITHER DISPOSED OF OFFSITE OR KEPT ONSITE IF THE OWNER AGREES, AND THEN STORED BEYOND THE BANKS OF ALL WATERWAYS, MAINTENANCE ACCESS AREAS, AND ANY AREAS TO BE MOWED.
SAFETY END SECTION (SES) NOTE
THIS PROJECT SPECIFIES SES's INSTEAD OF FLARED END SECTIONS FOR EASE OF MOWING WITHOUT THE NEED OF MANUAL "WEED-EATING," WHICH IS IMPORTANT FOR THE PREVENTION OF VEGETATION OVERGROWTH AT THE LOCATIONS.
NOT FOR CONSTRUCTION
TO BE REISSUED AFTER ALL APPROVALS ARE OBTAINED.
William E. Kneasal, Jr.
PE-07216
BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS AND SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:
DRAWING ISSUE
DESIGN PLAN FOR APPROVAL
APPROVED FOR BID CONST.
SHEET TITLE
DRAINAGE PLAN AND SWPPP
PROJECT NAME
COFFEE CREEK SUBDIVISION
KNEASAL ENGINEERING SERVICES, INC.
982 COURTHOUSE RD, UNIT 901
GULFPORT, MS 39507
228-867-4100
billkneasal@kneasalengineering.com
DRAWING NO.
3284-
DPL-SWPPP
REV. D
SHEET
4 OF 12
PROJECT NO.
3284

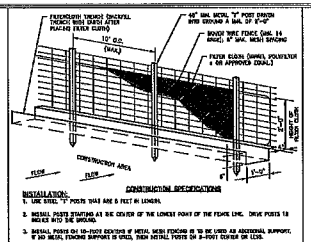


NOTE:
1. STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP, DUG ON CONTOUR. RUNOFF WATER MAY BE ALLOWED TO RUN UNDER OR AROUND ROLL.

STRAW ROLL WATTLE DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593-2	
DR. BY:	FILE: STRAWROLL	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



CONSTRUCTION SPECIFICATIONS

INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 18 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO MESH, FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 8-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS OR UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN EACH FABRIC.
7. ALLOW 8-INCH OVERLAP AT JOINTS.
8. INSURE BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

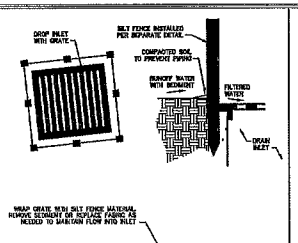
*SILT FENCE DESIGNATED AS "PERMANENT" SHALL HAVE METAL T-POSTS.

MAINTENANCE:
1. REMOVE SEDIMENTED SEDIMENT ALONG THE FENCE ONCE IT HAS REACHED A "LOAD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. REPAIR TORNOUT AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/4 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE. TAKE PRECAUTIONS TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593 DWG-1	
DR. BY:	FILE: SILTFENCE	

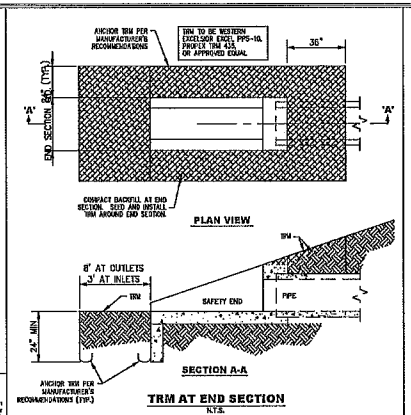
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



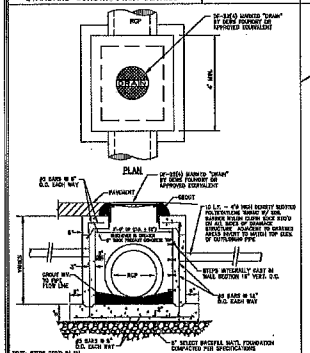
STORM DRAIN INLET PROTECTION DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



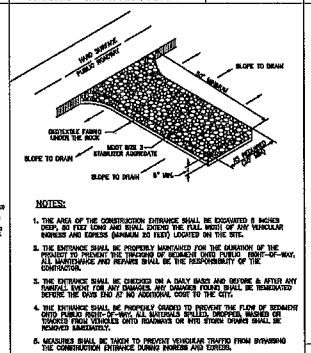
TRM AT END SECTION
N.T.S.



JUNCTION BOX DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593-DWG-2	
DR. BY:	FILE: JUNCTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

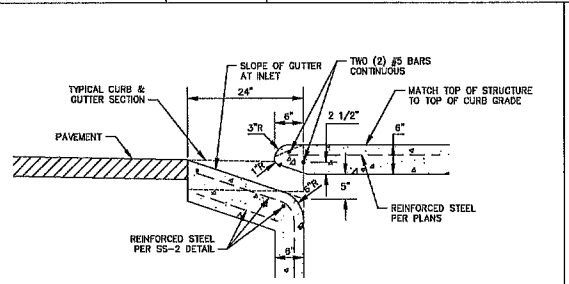


NOTES:
1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND WIDE ENOUGH TO FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING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

LIMESTONE CONSTRUCTION ENTRY DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593	
DR. BY:	FILE: CONSTRUCTION ENTRANCE	

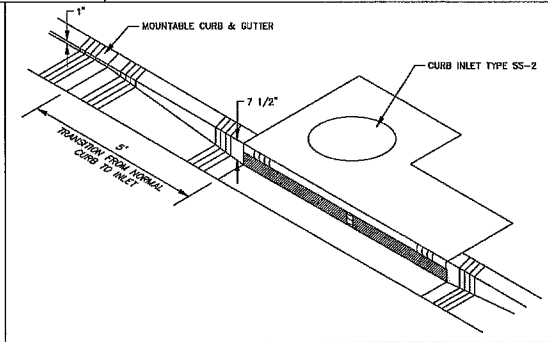
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB

DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721 DWG-2	
DR. BY: SJ	FILE: MOTHROAT	

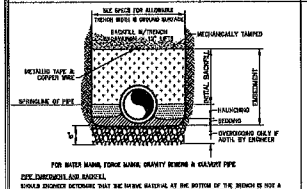
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)

DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593 DWG-2	
DR. BY: SJ	FILE: MOTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



PIPE EMBEDMENT AND BACKFILL

PIPE EMBEDMENT AND BACKFILL

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATION ON THE TRENCH BOTTOM AND SOFT MATERIAL ELASTED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE (OR EXTENDING TO SIDE WALLS OF THE TRENCH, IF NARROW) AS PER LIFT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL DRAIN MATERIAL SECURED FROM THE TRENCH EXCAVATION MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. TOP INITIAL BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD CONTRACTOR DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY ELIMINATE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IF IT IS SUITABLE FOR COMPACTION. TO ELIMINATE THE VOIDS, IN AREAS WHERE THE GROUND SURFACE IS 15 INCHES OR MORE ABOVE THE TOP OF THE PIPE, COMPACTED TO 95% STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

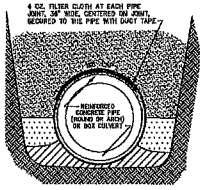
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE TRENCH 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWERS, FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593	
DR. BY:	FILE: PIPEBED	

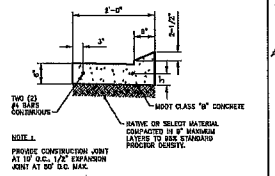
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STORM DRAIN PIPE WRAP

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02725 DWG-1	
DR. BY:	FILE: PIPE WRAP	

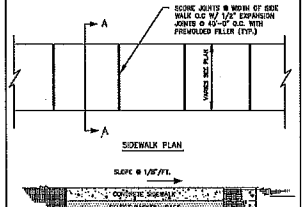
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



MOUNTABLE CURB & GUTTER DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02721 DWG-1	
DR. BY:	FILE: MOTHROAT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SIDEWALK DETAIL

DATE: 8/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02593	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

KNESAL ENGINEERING
SERVICES, INC.
880 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
(228)-863-8100
billknesal@knesalengineering.com

WILLIAM E. KNESAL, JR.
REGISTERED PROFESSIONAL ENGINEER
ENGINEER
William E. Knesal, Jr.
PE-07215
STATE OF MISSISSIPPI

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

DRAWING ISSUE	
SKETCH PLAT	
FOR APPROVAL	
APPROVED FOR BID	
APPROVED FOR CONSTR.	

ORIGINAL ENG.	
DATE:	BY:

SHEET TITLE: DETAILS - 1

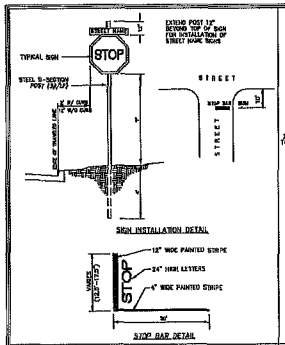
PROJECT NAME: COFFEE CREEK SUBDIVISION

DRAWING NO. 3294-DET-1

REV. A

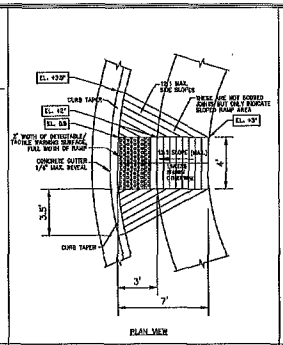
SHEET 11 OF 12

PROJECT NO. 3294



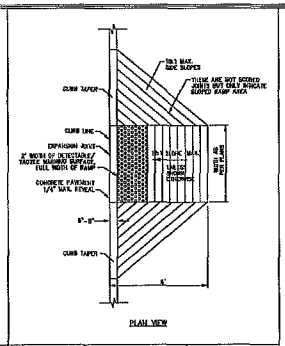
STOP SIGN & BAR DETAIL

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



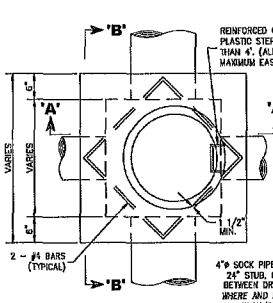
HANDICAP RAMP W/TACTILE WARNING SURFACE

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HANDICAP RAMP W/TACTILE WARNING SURFACE

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

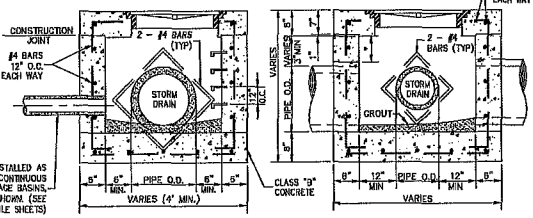


PLAN VIEW

CASTINGS:

FOR CATCH BASINS / INLETS: NEENAH MODEL #R-5901-F, GRATE w/FRAME, OR EQUAL.

FOR JUNCTION BOXES AND CONFLICT BOXES: NEENAH MODEL #R-1765, OR EQUAL. (IN PAVED AREAS ONLY) NEENAH MODEL #R-5900-F, OR EQUAL. (IN UNPAVED AREAS ONLY)



SECTION 'A'-'A'

SECTION 'B'-'B'

TYPICAL DETAIL

CATCH BASINS, JUNCTION BOXES, CONFLICT BOXES, & POND OUTLET BOXES

N.T.S.

NOTES:

1. IF THE BOX TOP IS CAST ELSEWHERE AND INSTALLED ONTO THE WALLS, DOWEL THE TOP INTO THE WALLS AND/OR PEDESTALS.

2. THE LOCATION OF GRATE AND FRAME SHALL BE SUCH THAT IT PROVIDES SUITABLE ACCESS TO THE STRUCTURE USING THE STEPS.

ADDITIONAL NOTES FOR:

CONFLICT BOXES:

3. MAINTAIN A MINIMUM 12" CLEARANCE BETWEEN BOTTOM OF CONFLICTING PIPE AND INVERT OF BOX.

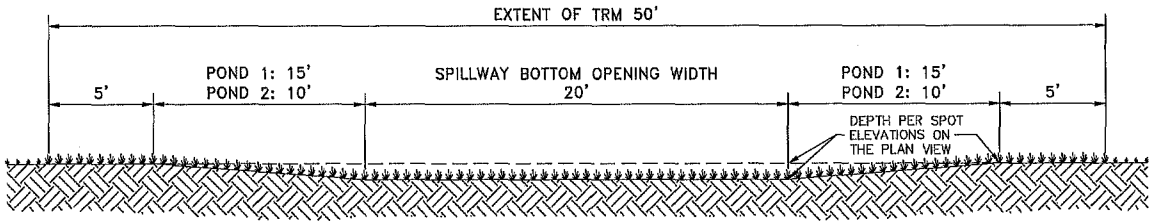
4. ENCASE CONFLICTING PIPE IN DUCTILE IRON CASING TWO SIZES LARGER THAN THE CONFLICTING PIPE. EXTEND CASING 12", EACH WAY, OUTSIDE OF CONFLICT BOX.

5. THE CONTRACTOR SHALL INCLUDE IN HIS BID PRICE THE COST FOR ALL WORK ASSOCIATED WITH RESTORING THE CONFLICTING PIPE AND INSTALLING IT IN ITS CASING, OR INSTALLING A SPLIT CASING.

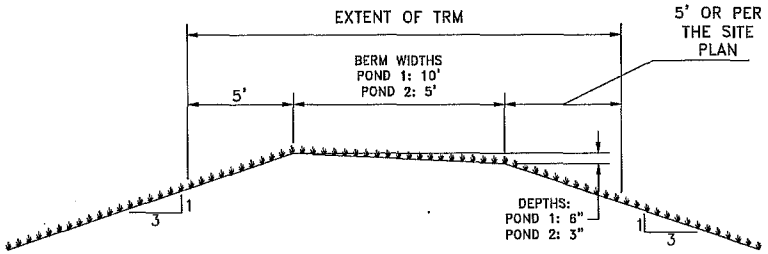
POND OUTLET BOXES:

6. SEE THE PROJECT DRAWINGS FOR CONFIGURATIONS OF WEIRS, ORIFICES, ETC., AND CASTING (ALL AS APPLICABLE).

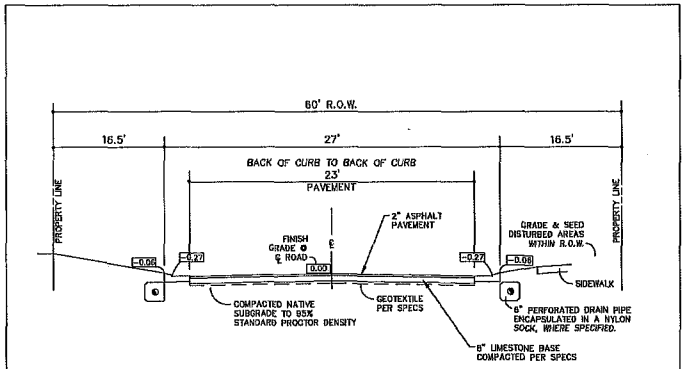
* THROAT OPENING DEPTH 8" UNLESS SPECIFIED OTHERWISE ELSEWHERE.



POND SPILLWAY PROFILE



POND SPILLWAY CROSS SECTION



TYPICAL ROADWAY SECTION

WILLIAM E. KNESAL, JR. REGISTERED PROFESSIONAL ENGINEER STATE OF MISSISSIPPI
ENGINEER
William E. Knesal, Jr., PE-07215

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:
REVISED:

ORIGINAL ISSUE	DRAWING ISSUE
DATE: 8/	SKETCH PLAT
	FOR APPROVAL
	APPROVED FOR BID
	APPROVED FOR CONST.

SHEET TITLE: DETAILS - 2

PROJECT NAME: COFFEE CREEK SUBDIVISION

KNESAL ENGINEERING SERVICES, INC.
850 COURTHOUSE RD. UNIT 901
GULFPORT, MS 39507
228-481-8100
billknesal@knesalengineering.com

DRAWING NO. 3294-DET-2

REV. A

SHEET 12 OF 12

PROJECT NO. 3294

COFFEE CREEK SUBDIVISION
DRAINAGE CALCULATIONS SUMMARY
PRE VS. POST RUNOFF COMPARISON
APRIL 6, 2026

Node Summary

25-Year

FILE NAME: Coffee Creek Subd SSA Model 2026-04-06 152810.spf

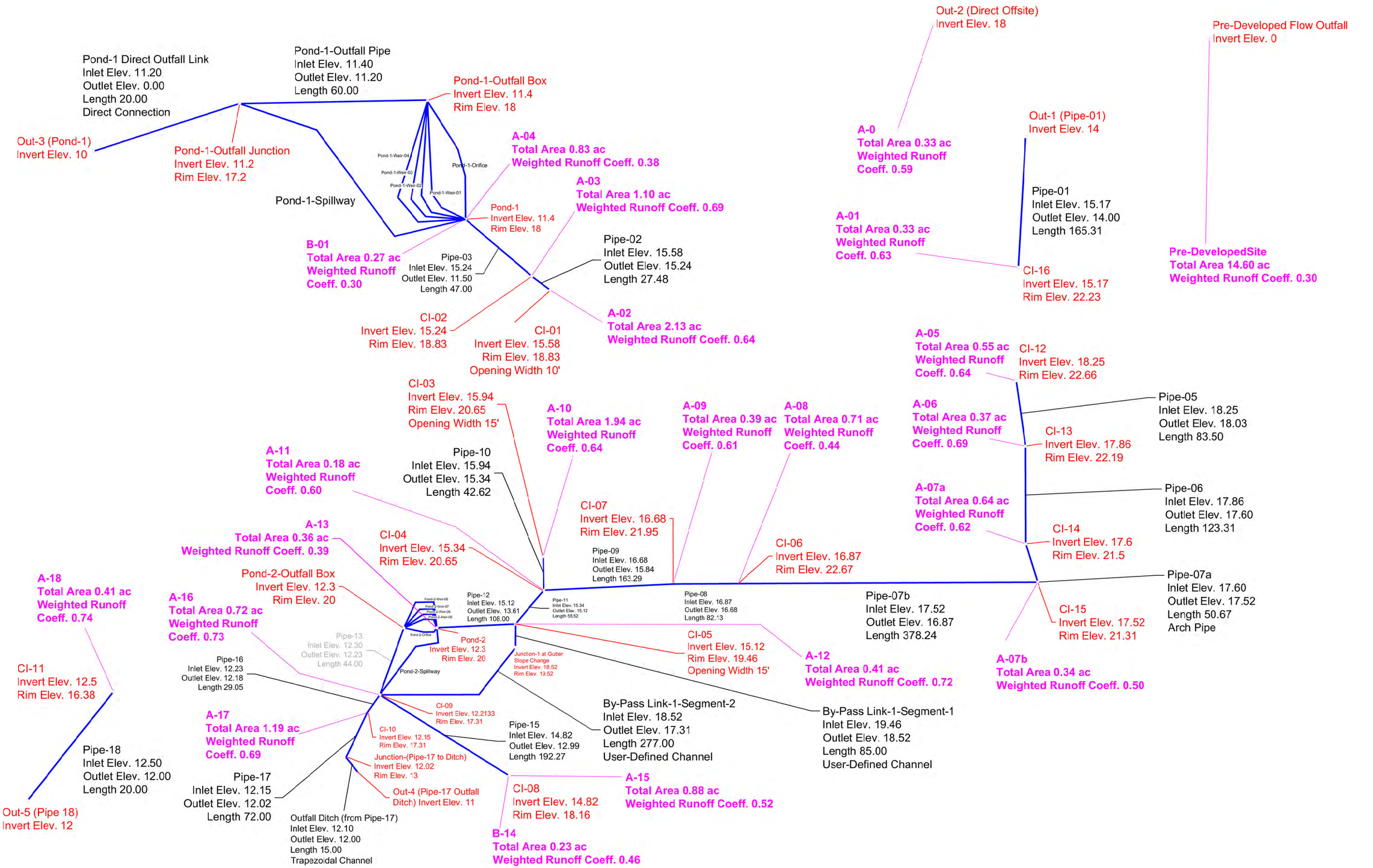
SN	Element ID	Element Type	Invert Elev. (ft)	Ground/ Rim (Max) Elev. (ft)	Peak Inflow (cfs)	Max HGL Elev. Attained (ft)	Nodes Discharging Offsite: Peak Outflow (cfs)
1	Junction-1 at Gutter Slope Change	Junction	18.52	19.52	0.59	18.74	
2	Junction-Pipe-17 to Ditch	Junction	12.00	15.00	16.41	13.10	
3	Pond-1-Outfall Box	Junction	11.40	18.00	0.96	16.54	
4	Pond-1-Outfall Junction*	Junction	11.20	17.20	0.77	11.21	
5	Pond-2-Outfall Box	Junction	12.30	20.00	3.86	14.18	
6	**Out-1 (Pipe-01)**	**Outfall**			**1.36**		**1.36**
7	**Out-2 (Direct Offsite)**	**Outfall**			**1.27**		**1.27**
8	**Out-3 (Pond-1)**	**Outfall**			**0.77**		**0.77**
9	**Out-4 (Pipe-17 Outfall Ditch)**	**Outfall**			**16.41**		**16.41**
10	**Out-5 (Pipe 18)**	**Outfall**			**1.98**		**1.98**
12	Pond-1	Storage Node	11.40	18.00	16.07	16.74	
13	Pond-2	Storage Node	12.30	21.00	23.16	18.61	
						Developed Peak Flow to Offsite	**21.79**
11	**Pre-Developed Flow Outfall**	**Outfall**	**0.00**		**28.56**	**Pre-Developed Peak Flow**	**28.56**
						Under	**-6.77**

Pond Efficiency

			FLOWS				ELEVATIONS		
			Peak Inflow (cfs)	**Peak Outflow (cfs)	Attenuation (cfs)	Attenuation %	Ground/ Rim (Max) Elev. (ft)	Max HGL Elev. Attained (ft)	Freeboard (ft)
12	Pond-1	Storage Node	16.07	1.16	14.91	92.78%	18.00	16.74	1.26
13	Pond-2	Storage Node	23.16	4.53	18.63	80.44%	21.00	18.61	2.39

* The Outfall Junction includes the flow, if any, from the emergency outfall weir.
** Referenced from the attached software printout

DRAINAGE CALCULATIONS SUMMARY
PRE VS. POST RUNOFF COMPARISON
APRIL 6, 2026



Project Description

File Name	-df.SPF

Project Options

Flow Units	CFS
Elevation Type	Elevation
Hydrology Method	Modified Rational
Time of Concentration (TOC) Method	User-Defined
Link Routing Method	Hydrodynamic
Enable Overflow Ponding at Nodes	YES
Skip Steady State Analysis Time Periods	NO

Analysis Options

Start Analysis On	00:00:00	0:00:00
End Analysis On	00:00:00	3:00:00
Start Reporting On	00:00:00	0:00:00
Antecedent Dry Days	0	days
Runoff (Dry Weather) Time Step	0 01:00:00	days hh:mm:ss
Runoff (Wet Weather) Time Step	0 00:05:00	days hh:mm:ss
Reporting Time Step	0 00:05:00	days hh:mm:ss
Routing Time Step	30	seconds

Number of Elements

	Qty
Rain Gages	0
Subbasins	22
Nodes	29
Junctions	5
Outfalls	6
Flow Diversions	0
Inlets	16
Storage Nodes	2
Links	34
Channels	3
Pipes	19
Pumps	0
Orifices	2
Weirs	10
Outlets	0
Pollutants	0
Land Uses	0

Rainfall Details

Return Period	25 year(s)

Subbasin Summary

SN	Subbasin ID	Area (ac)	Weighted Runoff Coefficient	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	A-0	0.33	0.5900	2.17	1.28	0.42	1.27	0 00:05:00
2	A-01	0.33	0.6300	2.17	1.37	0.45	1.36	0 00:05:00
3	A-02	2.13	0.6400	2.17	1.39	2.96	8.89	0 00:05:00
4	A-03	1.10	0.6900	2.17	1.50	1.65	4.95	0 00:05:00
5	A-04	0.83	0.3800	2.17	0.83	0.69	2.06	0 00:05:00
6	A-05	0.55	0.6400	2.17	1.39	0.77	2.30	0 00:05:00
7	A-06	0.37	0.6900	2.17	1.50	0.56	1.67	0 00:05:00
8	A-07a	0.64	0.6200	2.17	1.35	0.86	2.59	0 00:05:00
9	A-07b	0.34	0.5000	2.17	1.09	0.37	1.11	0 00:05:00
10	A-08	0.71	0.4400	2.17	0.96	0.68	2.04	0 00:05:00
11	A-09	0.39	0.6100	2.17	1.33	0.52	1.55	0 00:05:00
12	A-10	1.94	0.6400	2.17	1.39	2.70	8.10	0 00:05:00
13	A-11	0.18	0.6000	2.17	1.30	0.23	0.70	0 00:05:00
14	A-12	0.41	0.7200	2.17	1.57	0.64	1.93	0 00:05:00
15	A-13	0.36	0.3900	2.17	0.85	0.31	0.92	0 00:05:00
16	A-15	0.88	0.5200	2.17	1.13	0.99	2.98	0 00:05:00
17	A-16	0.72	0.7300	2.17	1.59	1.14	3.43	0 00:05:00
18	A-17	1.19	0.6900	2.17	1.50	1.79	5.35	0 00:05:00
19	A-18	0.41	0.7400	2.17	1.61	0.66	1.98	0 00:05:00
20	B-01	0.27	0.3000	2.17	0.65	0.18	0.53	0 00:00:00
21	B-14	0.23	0.4600	2.17	1.00	0.23	0.69	0 00:10:00
22	Pre-DevelopedSite	14.60	0.3000	2.17	0.65	9.52	28.56	0 00:10:00

Node Summary

SN	Element ID	Element Type	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Initial Water Elevation (ft)	Surcharge Elevation (ft)	Ponded Area (ft^2)	Peak Inflow (cfs)	Max H Elevati Attain
1	Junction-1 at Gutter Slope Change	Junction	18.52	19.52	18.52	22.00	0.00	0.59	18.
2	Junction-Pipe-17 to Ditch	Junction	12.00	15.00	12.10	15.00	0.00	16.41	13.
3	Pond-1-Outfall Box	Junction	11.40	18.00	11.40	18.00	0.00	0.96	16.
4	Pond-1-Outfall Junction	Junction	11.20	17.20	11.20	17.20	0.00	0.77	11.
5	Pond-2-Outfall Box	Junction	12.30	20.00	12.30	20.00	0.00	3.86	14.
6	Out-1 (Pipe-01)	Outfall	14.00					1.36	14.
7	Out-2 (Direct Offsite)	Outfall	18.00					1.27	18.
8	Out-3 (Pond-1)	Outfall	10.00					0.77	10.
9	Out-4 (Pipe-17 Outfall Ditch)	Outfall	11.90					16.41	12.
10	Out-5 (Pipe 18)	Outfall	12.00					1.98	12.
11	Pre-Developed Flow Outfall	Outfall	0.00					28.56	0.
12	Pond-1	Storage Node	11.40	18.00	11.40		0.00	16.07	16.
13	Pond-2	Storage Node	12.30	21.00	12.30		0.00	23.16	18.

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length	Inlet Invert Elevation	Outlet Invert Elevation	Average Slope	Diameter or Height	Manning's Roughness	Peak Flow
					(ft)	(ft)	(ft)	(%)	(in)		(cfs)
1	Pipe-01	Pipe	CI-16	Out-1 (Pipe-01)	165.31	15.17	14.00	0.7100	15.000	0.0130	1.36
2	Pipe-02	Pipe	CI-01	CI-02	27.48	15.58	15.24	1.2400	18.000	0.0130	8.91
3	Pipe-03	Pipe	CI-02	Pond-1	47.00	15.24	11.50	7.9600	24.000	0.0130	14.01
4	Pipe-05	Pipe	CI-12	CI-13	83.50	18.25	18.03	0.2600	18.000	0.0130	2.43
5	Pipe-06	Pipe	CI-13	CI-14	123.31	17.86	17.60	0.2100	18.000	0.0130	4.19
6	Pipe-07a	Pipe	CI-14	CI-15	50.67	17.60	17.52	0.1600	18.000	0.0130	6.91
7	Pipe-07b	Pipe	CI-15	CI-06	378.24	17.52	16.87	0.1700	24.000	0.0130	8.12
8	Pipe-08	Pipe	CI-06	CI-07	82.13	16.87	16.68	0.2300	24.000	0.0130	10.22
9	Pipe-09	Pipe	CI-07	CI-04	163.29	16.68	15.84	0.5100	24.000	0.0130	11.89
10	Pipe-10	Pipe	CI-03	CI-04	42.62	15.94	15.34	1.4100	24.000	0.0130	8.21
11	Pipe-11	Pipe	CI-04	CI-05	55.52	15.34	15.12	0.4000	30.000	0.0130	20.86
12	Pipe-12	Pipe	CI-05	Pond-2	108.00	15.12	13.61	1.4000	30.000	0.0130	22.24
13	Pipe-13	Pipe	Pond-2-Outfall Box	CI-09	41.43	12.30	12.21	0.2100	15.000	0.0130	3.91
14	Pipe-15	Pipe	CI-08	CI-09	192.27	14.82	12.99	0.9500	18.000	0.0130	3.69
15	Pipe-16	Pipe	CI-09	CI-10	29.05	12.23	12.18	0.1700	30.000	0.0130	11.07
16	Pipe-17	Pipe	CI-10	Junction-Pipe-17 to Ditch	63.00	12.18	12.00	0.2900	30.000	0.0130	16.41
17	Pipe-18	Pipe	CI-11	Out-5 (Pipe 18)	20.00	12.50	12.00	2.5000	15.000	0.0130	1.98
18	Pond-1 Direct Outfall Link	Pipe	Pond-1-Outfall Junction	Out-3 (Pond-1)	20.00	11.20	0.00	56.0000	12.000	0.0150	0.77
19	Pond-1-Outfall Pipe	Pipe	Pond-1-Outfall Box	Pond-1-Outfall Junction	60.00	11.40	11.20	0.3300	15.000	0.0130	0.77
20	By-Pass Link-1-Segment-1	Channel	CI-05	Junction-1 at Gutter Slope Change	85.00	19.46	18.52	1.1100	7.080	0.0150	0.59
21	By-Pass Link-1-Segment-2	Channel	Junction-1 at Gutter Slope Change	CI-09	277.00	18.52	17.31	0.4400	7.080	0.0150	0.58
22	OutfallDitch(fromPipe17	Channel	Junction-Pipe-17 to Ditch	Out-4 (Pipe-17 Outfall Ditch)	15.00	12.00	11.90	0.6700	24.000	0.0320	16.41
23	Pond-1-Orifice	Orifice	Pond-1	Pond-1-Outfall Box		11.40	11.40		8.000		0.96
24	Pond-2-Orifice	Orifice	Pond-2	Pond-2-Outfall Box		12.30	12.30		8.000		3.86
25	Pond-1-Spillway	Weir	Pond-1	Pond-1-Outfall Junction		11.40	11.20				0.00
26	Pond-1-Weir-01	Weir	Pond-1	Pond-1-Outfall Box		11.40	11.40				0.00
27	Pond-1-Weir-02	Weir	Pond-1	Pond-1-Outfall Box		11.40	11.40				0.00
28	Pond-1-Weir-03	Weir	Pond-1	Pond-1-Outfall Box		11.40	11.40				0.00

Inlet Summary

SN	Element ID	Inlet Manufacturer	Manufacturer Part Number	Inlet Location	Number of Inlets	Catchbasin Invert Elevation (ft)	Max (Rim) Elevation (ft)	Initial Water Elevation (ft)	Ponded Area (ft²)	Peak Flow (cfs)	Peak Flow Intercepted by Inlet (cfs)	Peak Flow Bypassing Inlet (cfs)	Inlet Efficiency during Peak Flow (%)	Allowable Spread (ft)	Max Gutt Sprea during Pea Flo (f
1	CI-01	FHWA HEC-22 GENERIC	N/A	On Sag	2	15.58	18.83	15.58	10.00	8.89	N/A	N/A	N/A	7.00	21.8
2	CI-02	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.24	18.83	15.24	10.00	4.95	N/A	N/A	N/A	7.00	12.5
3	CI-03	FHWA HEC-22 GENERIC	N/A	On Sag	3	15.94	20.65	15.94	10.00	8.10	N/A	N/A	N/A	7.00	15.9
4	CI-04	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.34	20.65	15.34	10.00	0.70	N/A	N/A	N/A	7.00	5.8
5	CI-05	FHWA HEC-22 GENERIC	N/A	On Grade	3	15.12	19.46	15.12	N/A	1.92	1.34	0.59	69.42	7.00	1.4
6	CI-06	FHWA HEC-22 GENERIC	N/A	On Sag	1	16.87	22.67	16.87	10.00	2.04	N/A	N/A	N/A	7.00	11.8
7	CI-07	FHWA HEC-22 GENERIC	N/A	On Sag	1	16.68	21.95	16.68	10.00	1.55	N/A	N/A	N/A	7.00	9.8
8	CI-08	FHWA HEC-22 GENERIC	N/A	On Sag	1	14.82	18.16	14.82	10.00	3.67	N/A	N/A	N/A	7.00	17.8
9	CI-09	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.23	17.31	12.23	10.00	3.43	N/A	N/A	N/A	7.00	16.7
10	CI-10	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.15	17.31	12.15	10.00	5.35	N/A	N/A	N/A	7.00	15.1
11	CI-11	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.50	16.38	12.50	10.00	1.98	N/A	N/A	N/A	7.00	11.5
12	CI-12	FHWA HEC-22 GENERIC	N/A	On Sag	1	18.25	22.66	18.25	10.00	2.30	N/A	N/A	N/A	7.00	12.8
13	CI-13	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.86	22.19	17.86	10.00	1.66	N/A	N/A	N/A	7.00	10.3
14	CI-14	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.60	21.50	17.60	10.00	2.59	N/A	N/A	N/A	7.00	13.8
15	CI-15	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.52	21.31	17.52	10.00	1.11	N/A	N/A	N/A	7.00	8.1
16	CI-16	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.17	22.23	15.17	10.00	1.36	N/A	N/A	N/A	7.00	9.0

Subbasin Hydrology

Subbasin : A-0

Input Data

Area (ac)	0.33
Weighted Runoff Coefficient	0.59

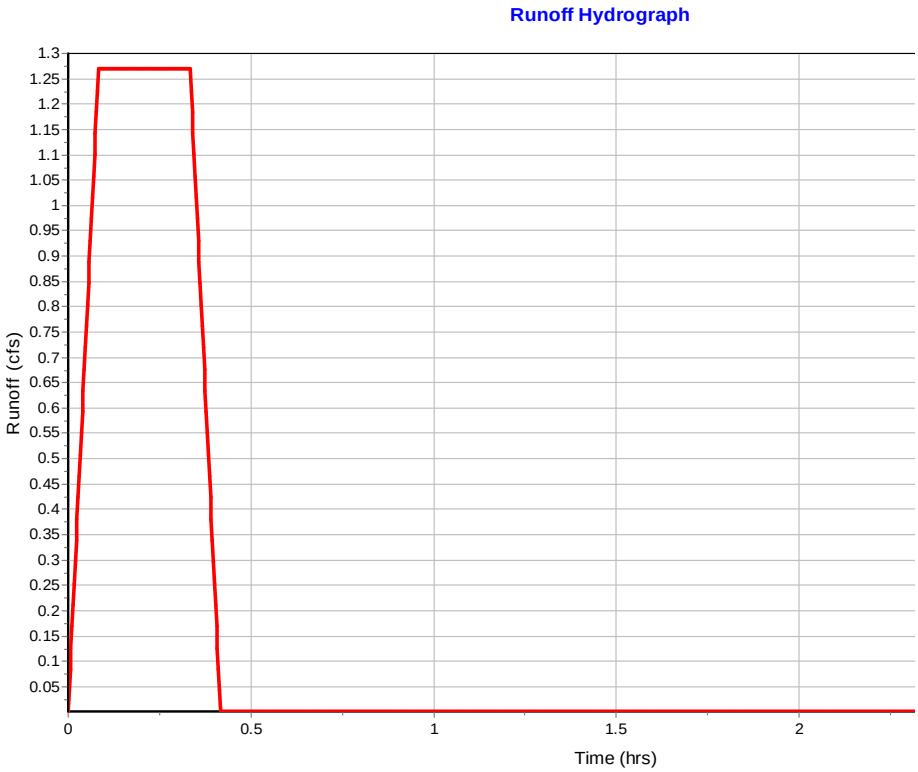
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.33	-	0.59
Composite Area & Weighted Runoff Coeff.	0.33		0.59

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.28
Peak Runoff (cfs)	1.27
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.59
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-0


Runoff Hydrograph
Runoff (cfs)
Time (hrs)
1.3
1.25
1.2
1.15
1.1
1.05
1
0.95
0.9
0.85
0.8
0.75
0.7
0.65
0.6
0.55
0.5
0.45
0.4
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
0.5
1
1.5
2

Subbasin : A-01

Input Data

Area (ac)	0.33
Weighted Runoff Coefficient	0.63

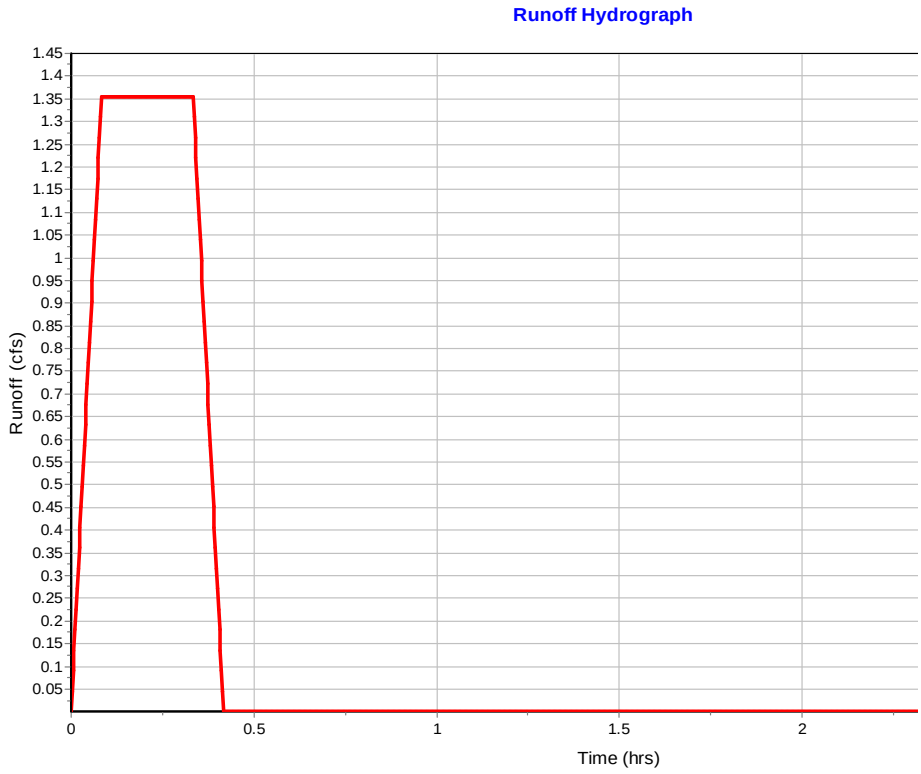
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.33	-	0.63
Composite Area & Weighted Runoff Coeff.	0.33		0.63

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.37
Peak Runoff (cfs)	1.36
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.63
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-01



Subbasin : A-02

Input Data

Area (ac)	2.13
Weighted Runoff Coefficient	0.64

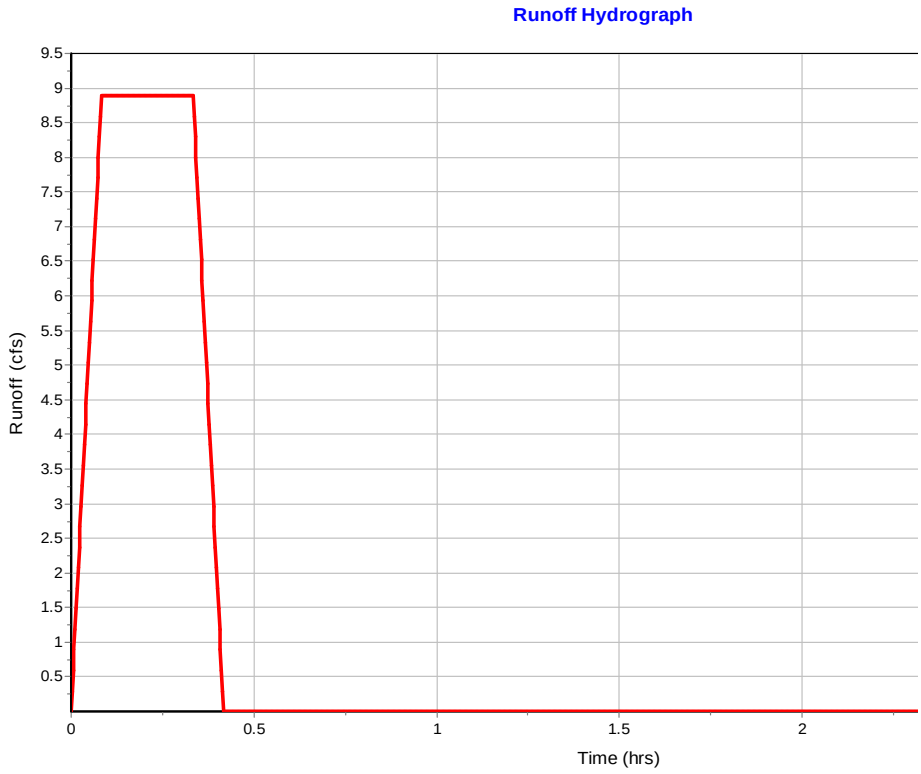
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	2.13	-	0.64
Composite Area & Weighted Runoff Coeff.	2.13		0.64

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.39
Peak Runoff (cfs)	8.89
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.64
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-02



Subbasin : A-03

Input Data

Area (ac)	1.1
Weighted Runoff Coefficient	0.69

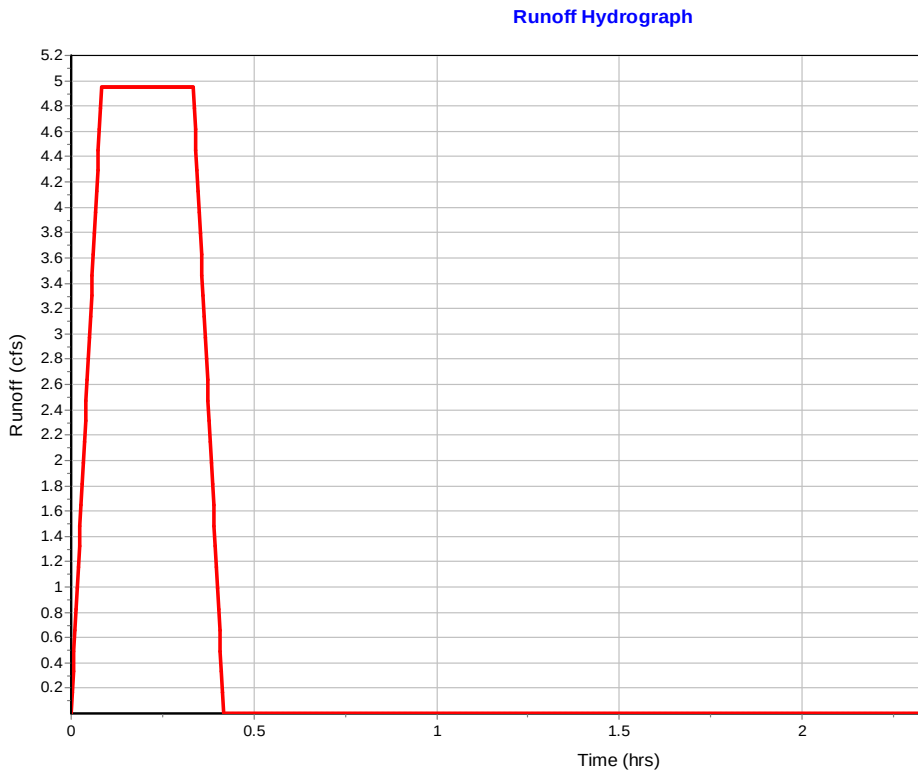
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	1.1	-	0.69
Composite Area & Weighted Runoff Coeff.	1.1		0.69

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.5
Peak Runoff (cfs)	4.95
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.69
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-03



Subbasin : A-04

Input Data

Area (ac)	0.83
Weighted Runoff Coefficient	0.38

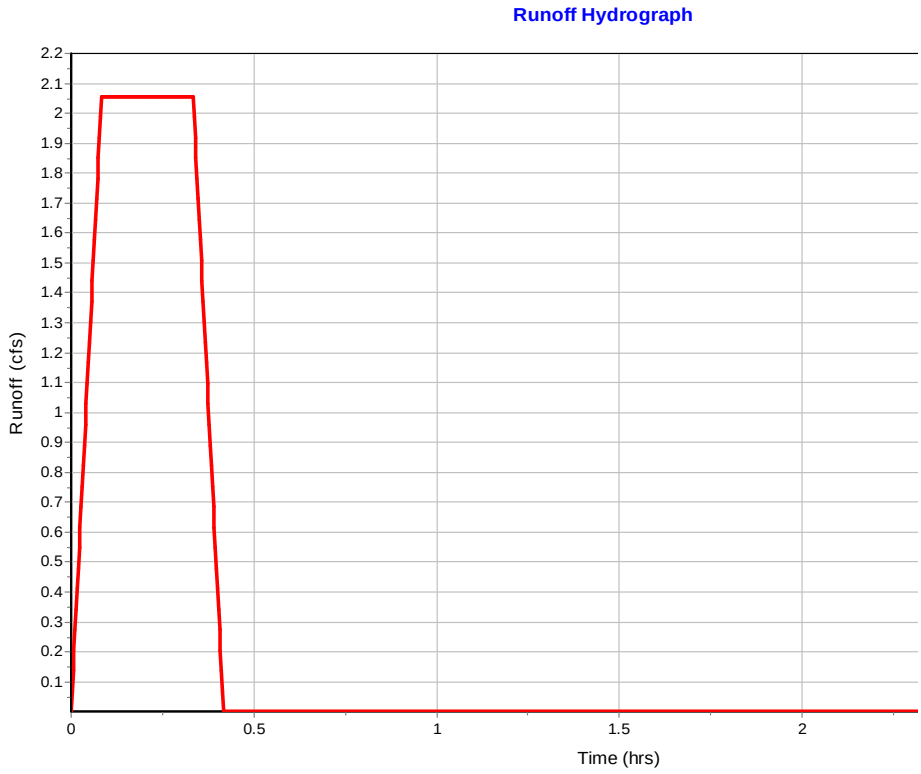
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.83	-	0.38
Composite Area & Weighted Runoff Coeff.	0.83		0.38

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	0.83
Peak Runoff (cfs)	2.06
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.38
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-04



Subbasin : A-05

Input Data

Area (ac)	0.55
Weighted Runoff Coefficient	0.64

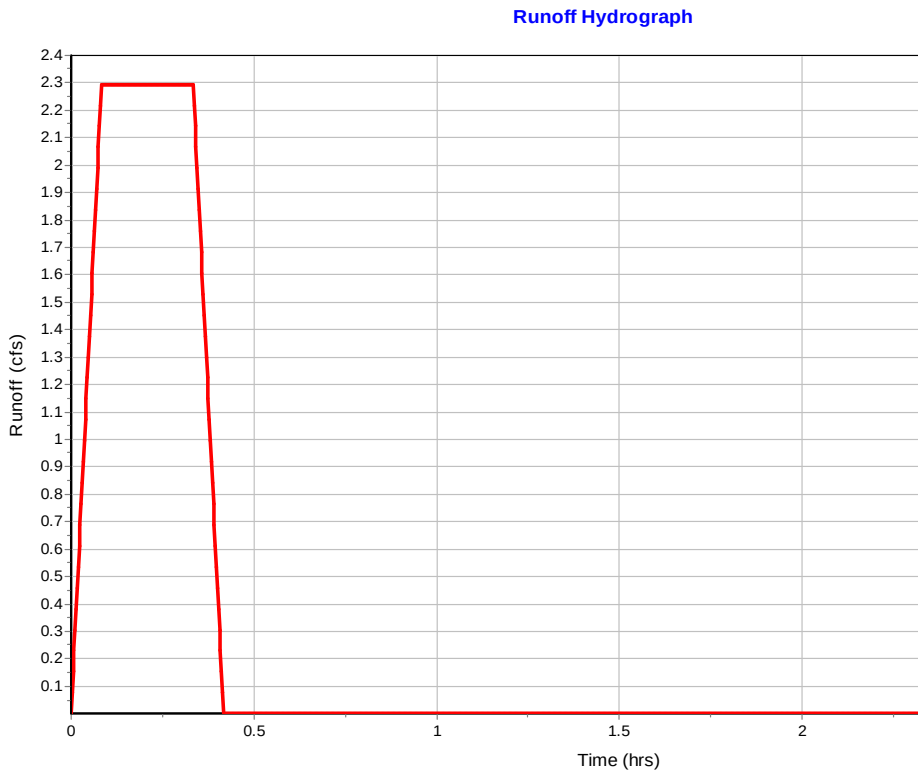
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.55	-	0.64
Composite Area & Weighted Runoff Coeff.	0.55		0.64

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.39
Peak Runoff (cfs)	2.3
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.64
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-05



Subbasin : A-06

Input Data

Area (ac)	0.37
Weighted Runoff Coefficient	0.69

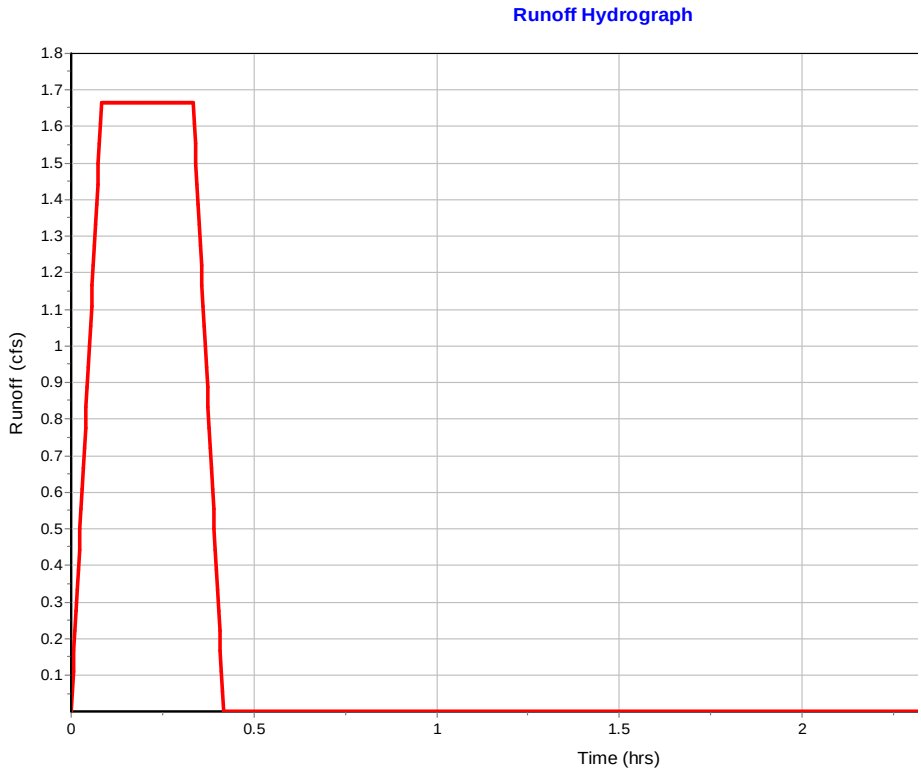
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.37	-	0.69
Composite Area & Weighted Runoff Coeff.	0.37		0.69

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.5
Peak Runoff (cfs)	1.67
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.69
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-06



Subbasin : A-07a

Input Data

Area (ac)	0.64
Weighted Runoff Coefficient	0.62

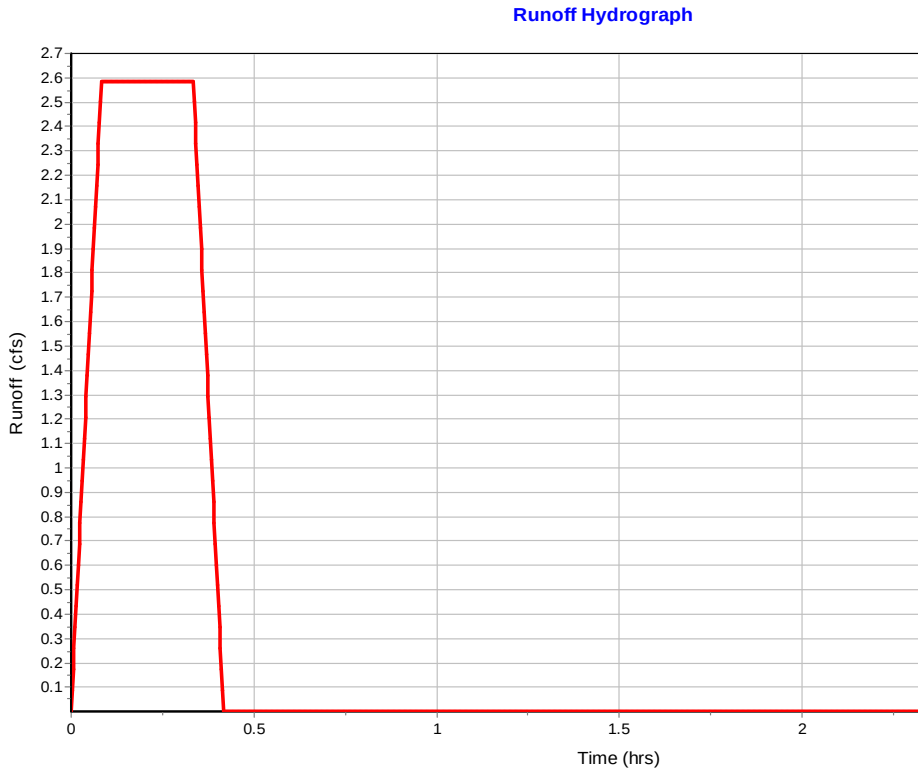
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.64	-	0.62
Composite Area & Weighted Runoff Coeff.	0.64		0.62

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.35
Peak Runoff (cfs)	2.59
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.62
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-07a



Subbasin : A-07b

Input Data

Area (ac)	0.34
Weighted Runoff Coefficient	0.5

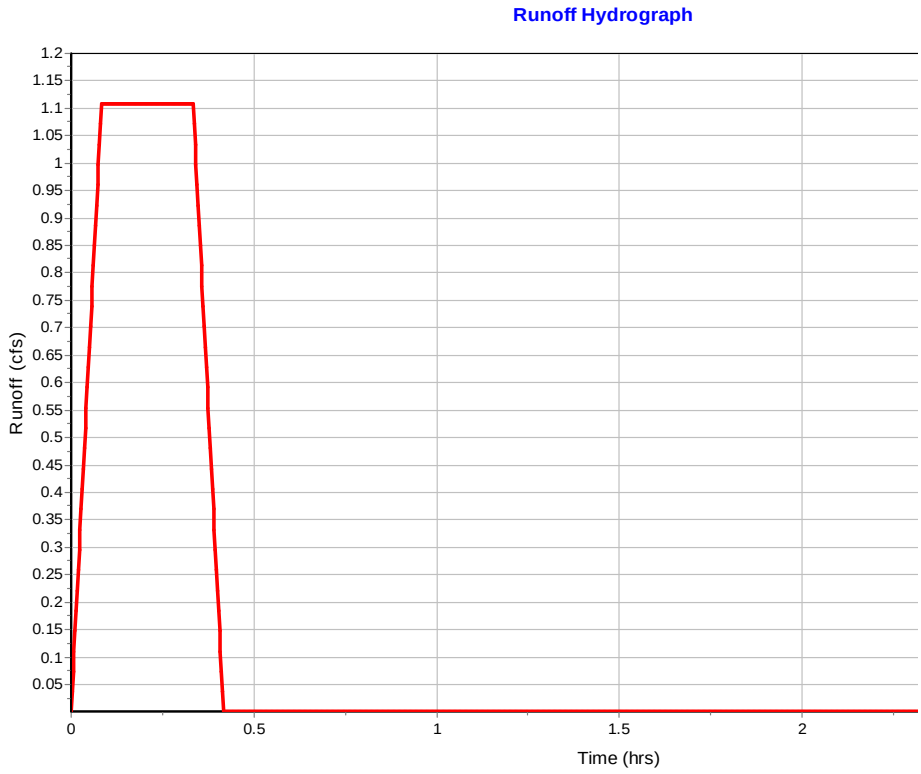
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.03	-	0.5
Composite Area & Weighted Runoff Coeff.	0.03		0.5

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.09
Peak Runoff (cfs)	1.11
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.5
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-07b



Subbasin : A-08

Input Data

Area (ac)	0.71
Weighted Runoff Coefficient	0.44

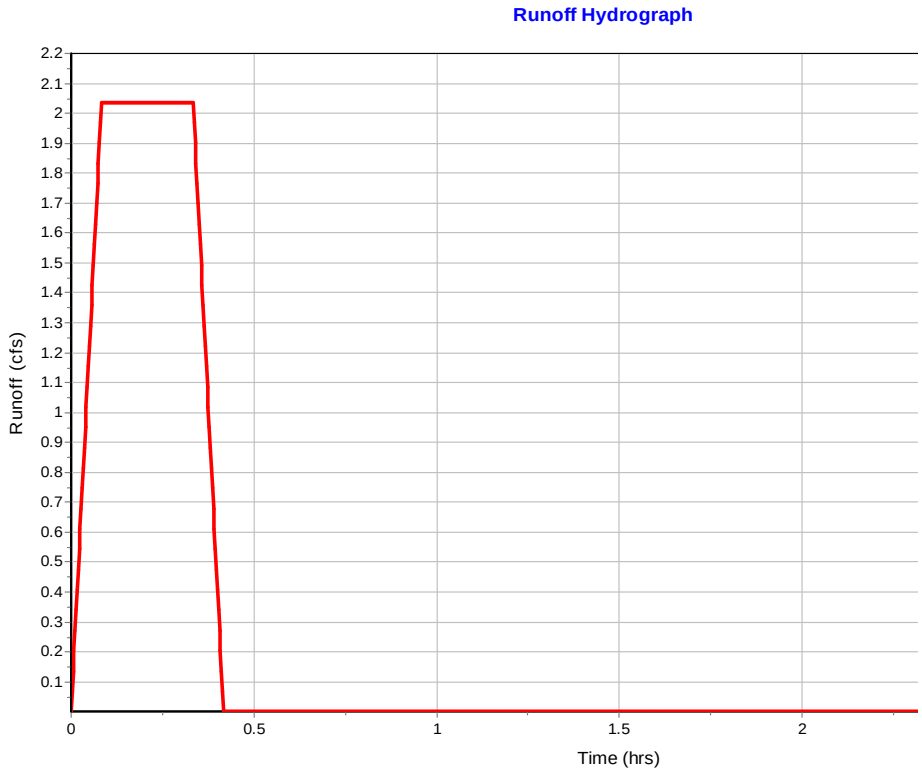
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	5	-	0.44
Composite Area & Weighted Runoff Coeff.	5		0.44

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	0.96
Peak Runoff (cfs)	2.04
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.44
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-08



Subbasin : A-09

Input Data

Area (ac)	0.39
Weighted Runoff Coefficient	0.61

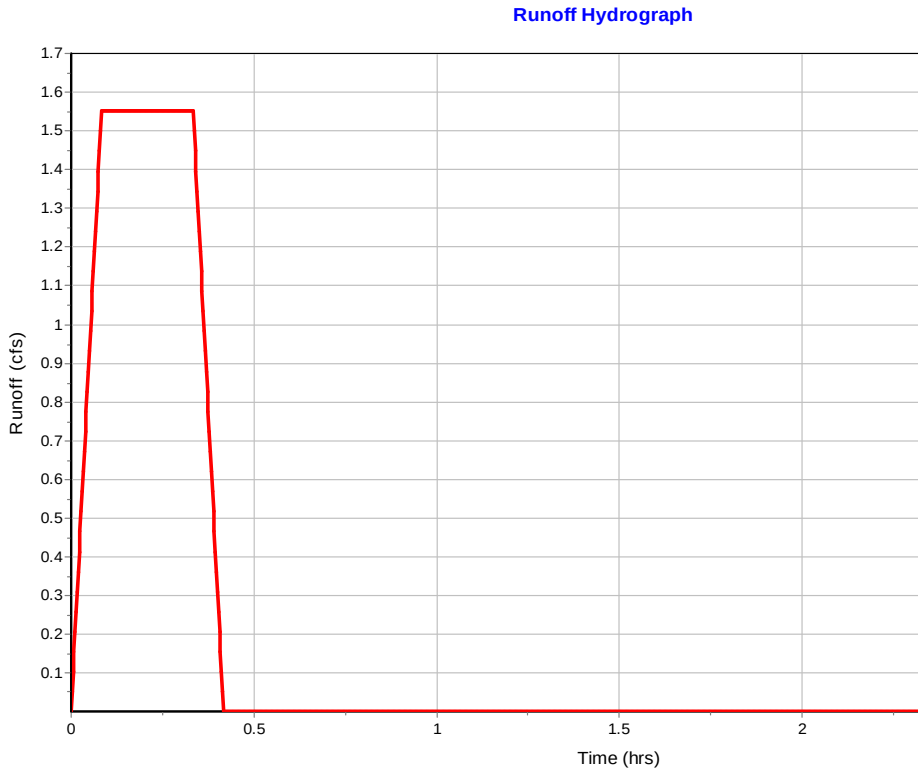
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.39	-	0.61
Composite Area & Weighted Runoff Coeff.	0.39		0.61

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.33
Peak Runoff (cfs)	1.55
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.61
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-09



Subbasin : A-10

Input Data

Area (ac)	1.94
Weighted Runoff Coefficient	0.64

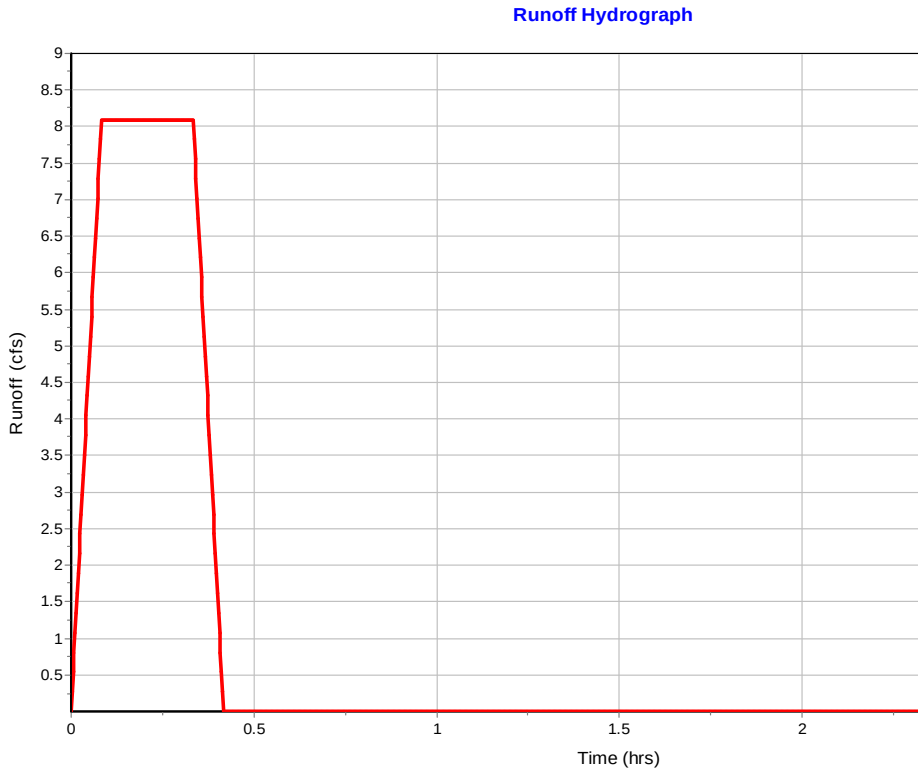
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	194	-	0.64
Composite Area & Weighted Runoff Coeff.	194		0.64

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.39
Peak Runoff (cfs)	8.1
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.64
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-10



Subbasin : A-11

Input Data

Area (ac)	0.18
Weighted Runoff Coefficient	0.6

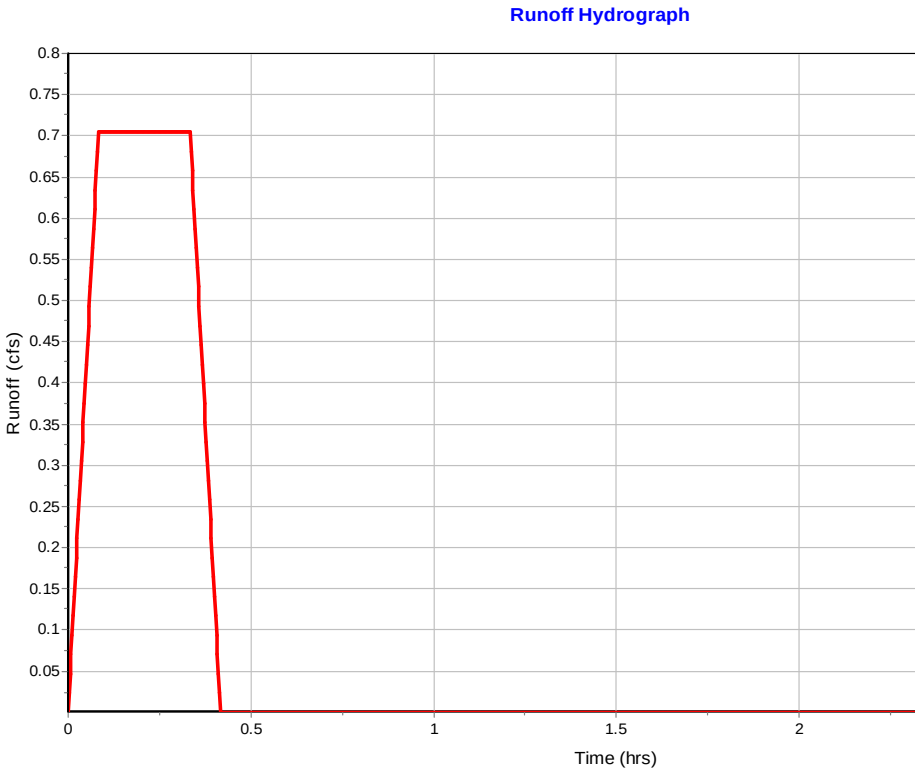
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.18	-	0.6
Composite Area & Weighted Runoff Coeff.	0.18		0.6

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.3
Peak Runoff (cfs)	0.7
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.6
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-11



Subbasin : A-12

Input Data

Area (ac)	0.41
Weighted Runoff Coefficient	0.72

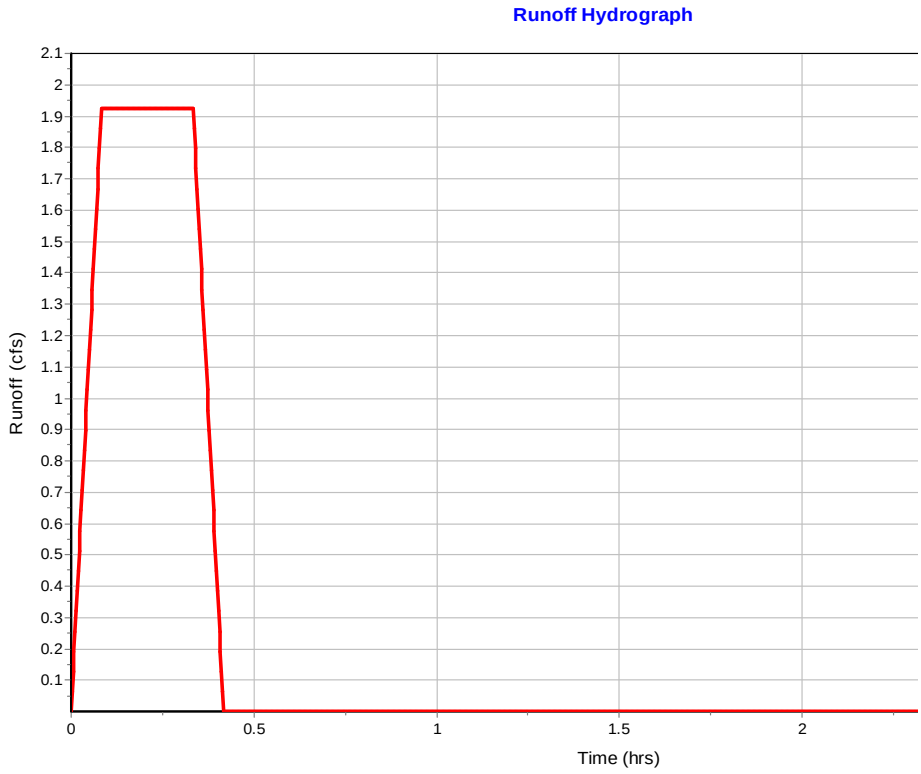
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.41	-	0.72
Composite Area & Weighted Runoff Coeff.	0.41		0.72

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.57
Peak Runoff (cfs)	1.93
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.72
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-12



Subbasin : A-13

Input Data

Area (ac)	0.36
Weighted Runoff Coefficient	0.39

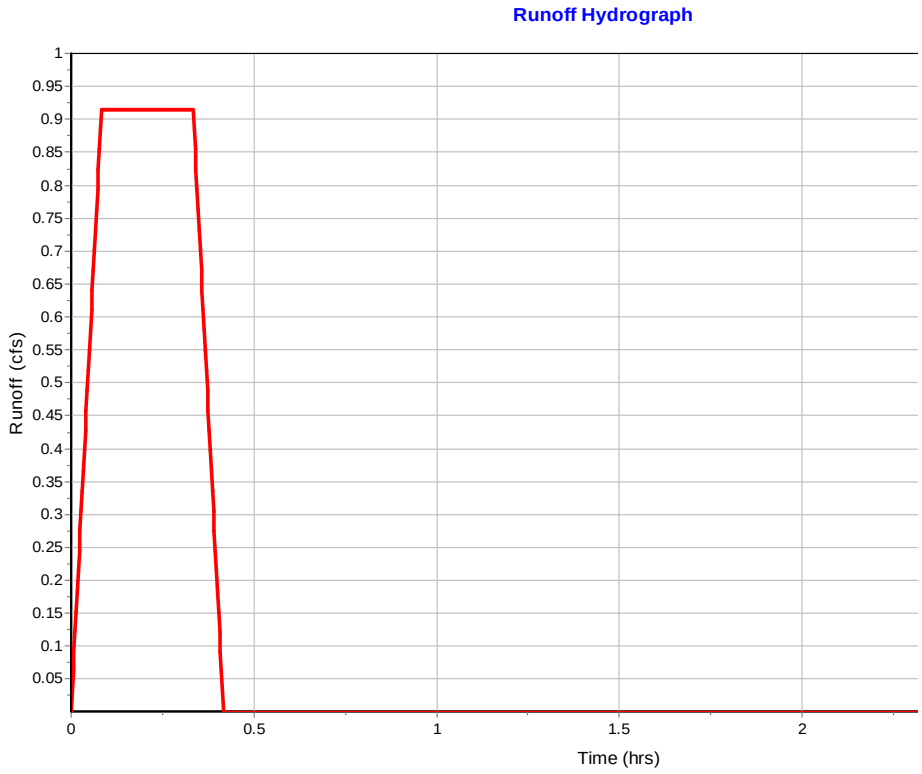
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.36	-	0.39
Composite Area & Weighted Runoff Coeff.	0.36		0.39

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	0.85
Peak Runoff (cfs)	0.92
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.39
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-13



Subbasin : A-15

Input Data

Area (ac)	0.88
Weighted Runoff Coefficient	0.52

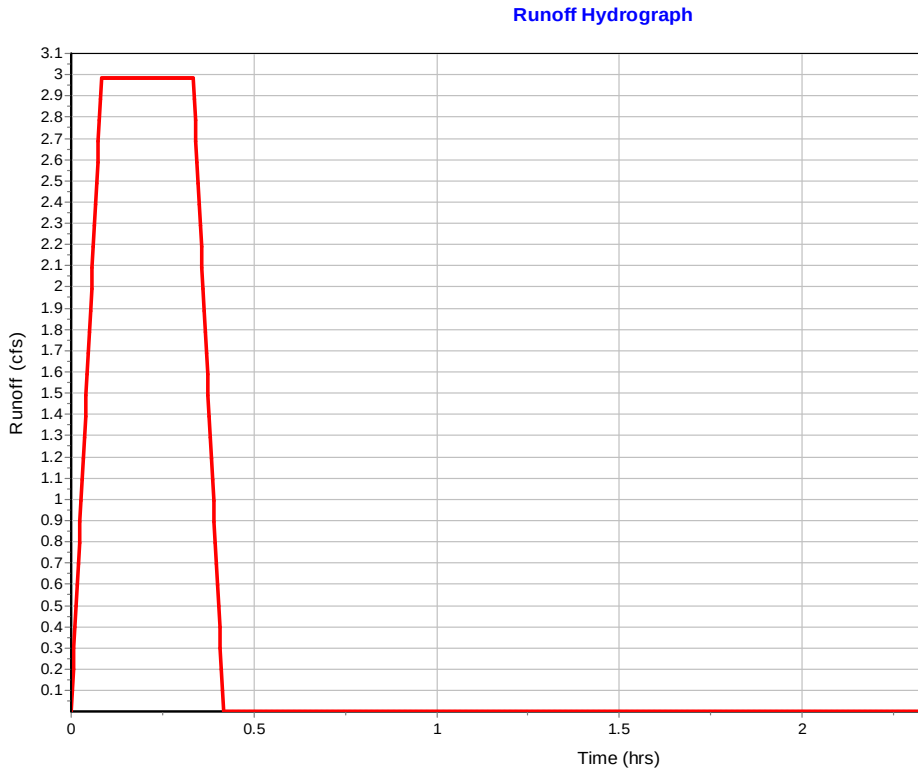
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.88	-	0.52
Composite Area & Weighted Runoff Coeff.	0.88		0.52

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.13
Peak Runoff (cfs)	2.98
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.52
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-15



Subbasin : A-16

Input Data

Area (ac)	0.72
Weighted Runoff Coefficient	0.73

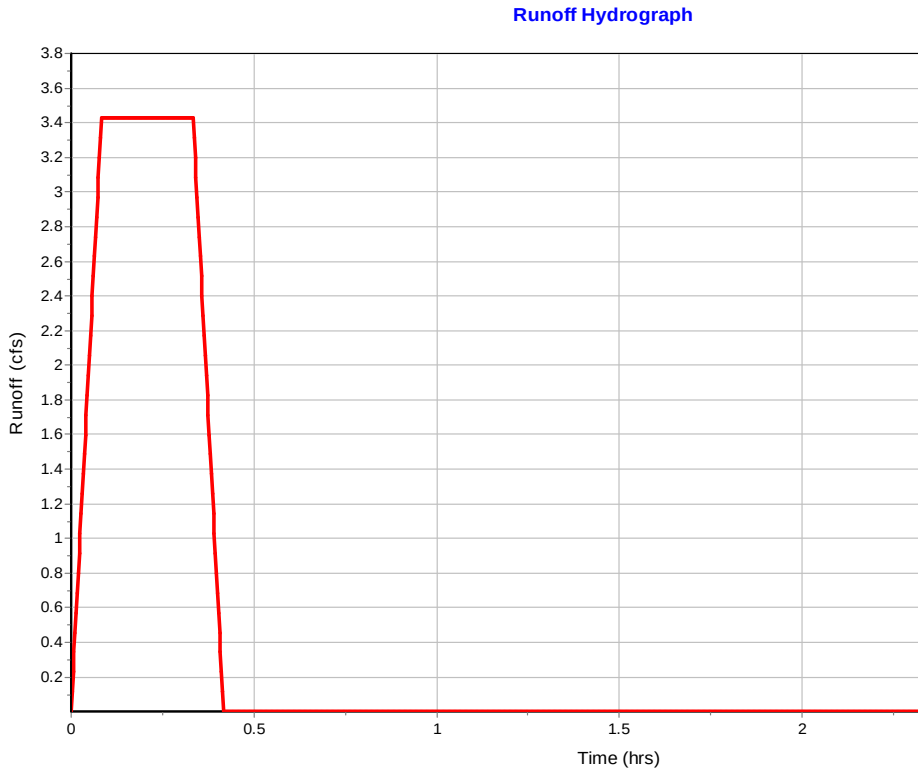
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.72	-	0.73
Composite Area & Weighted Runoff Coeff.	0.72		0.73

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.59
Peak Runoff (cfs)	3.43
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.73
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-16



Subbasin : A-17

Input Data

Area (ac)	1.19
Weighted Runoff Coefficient	0.69

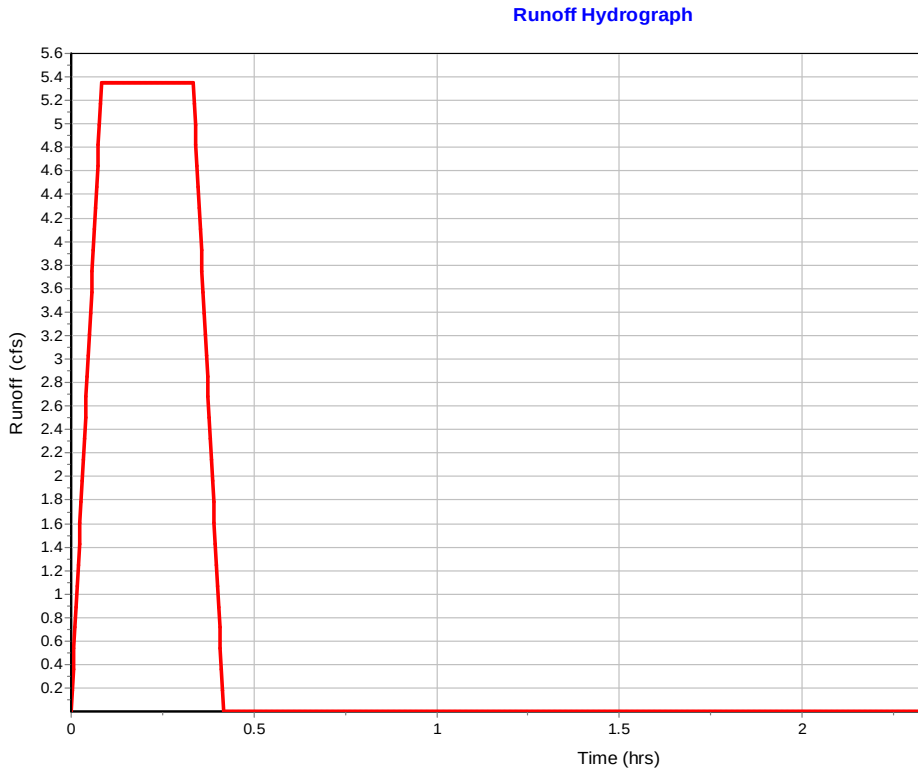
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	1.19	-	0.69
Composite Area & Weighted Runoff Coeff.	1.19		0.69

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.5
Peak Runoff (cfs)	5.35
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.69
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-17



Subbasin : A-18

Input Data

Area (ac)	0.41
Weighted Runoff Coefficient	0.74

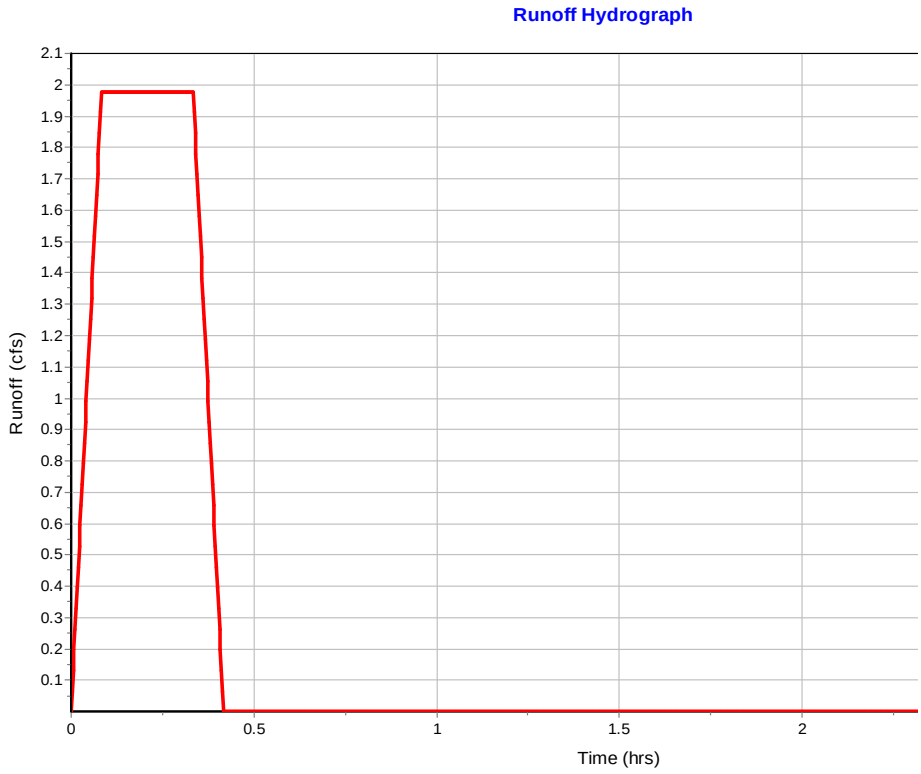
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.41	-	0.74
Composite Area & Weighted Runoff Coeff.	0.41		0.74

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1.61
Peak Runoff (cfs)	1.98
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.74
Time of Concentration (days hh:mm:ss)	0 00:05:00

Subbasin : A-18



Subbasin : B-01

Input Data

Area (ac)	0.27
Weighted Runoff Coefficient	0.3

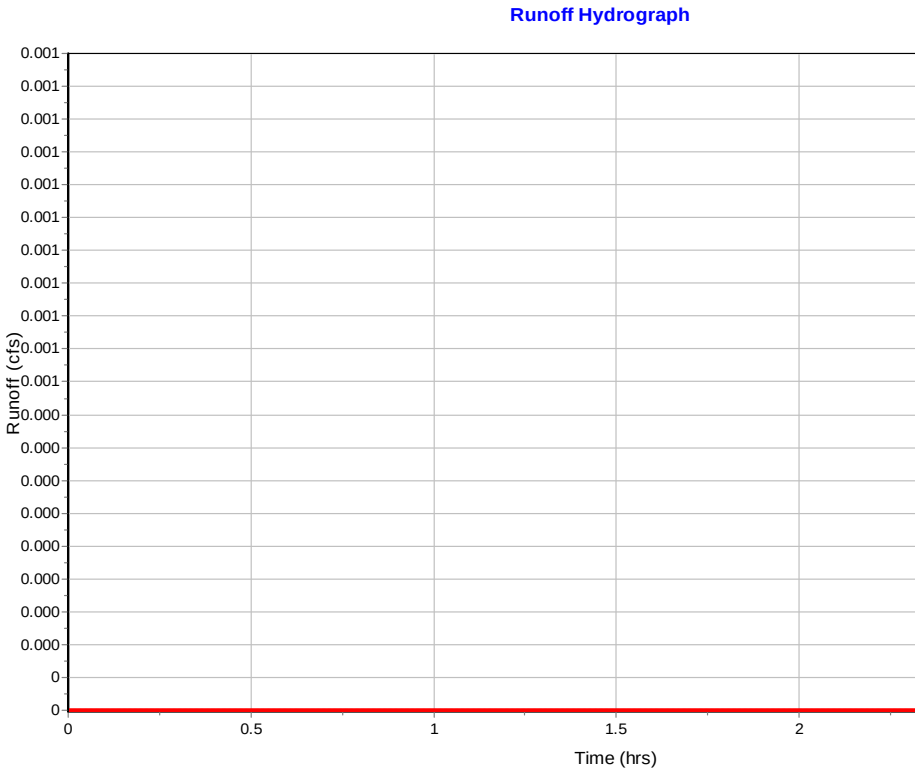
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.27	-	0.3
Composite Area & Weighted Runoff Coeff.	0.27		0.3

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	0.65
Peak Runoff (cfs)	0.53
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.3
Time of Concentration (days hh:mm:ss)	0 00:00:00

Subbasin : B-01



Subbasin : B-14

Input Data

Area (ac)	0.23
Weighted Runoff Coefficient	0.46

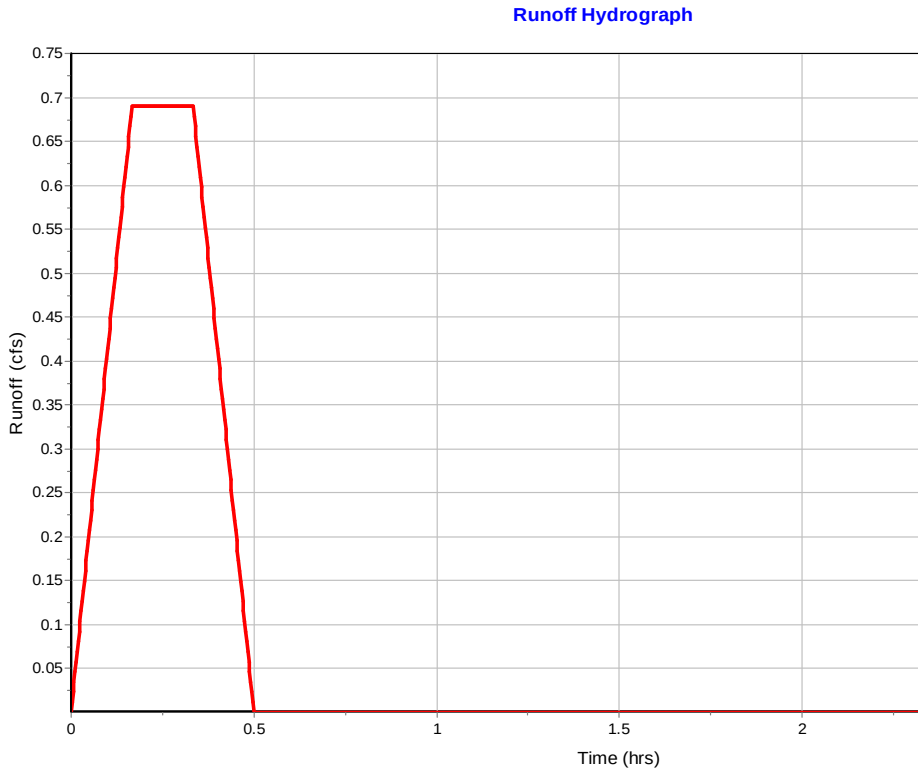
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	0.23	-	0.46
Composite Area & Weighted Runoff Coeff.	0.23		0.46

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	1
Peak Runoff (cfs)	0.69
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.46
Time of Concentration (days hh:mm:ss)	0 00:10:00

Subbasin : B-14



Subbasin : Pre-DevelopedSite

Input Data

Area (ac)	14.6
Weighted Runoff Coefficient	0.3

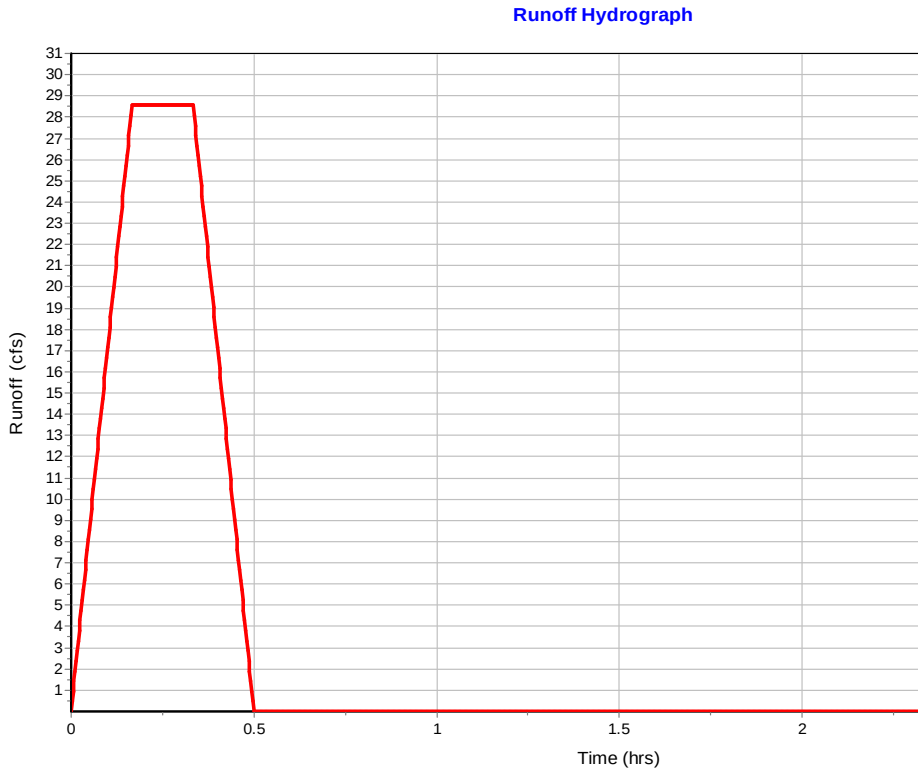
Runoff Coefficient

Soil/Surface Description	Area (acres)	Soil Group	Runoff Coeff.
-	14.6	-	0.3
Composite Area & Weighted Runoff Coeff.	14.6		0.3

Subbasin Runoff Results

Total Rainfall (in)	2.17
Total Runoff (in)	0.65
Peak Runoff (cfs)	28.56
Rainfall Intensity	6.52
Weighted Runoff Coefficient	0.3
Time of Concentration (days hh:mm:ss)	0 00:10:00

Subbasin : Pre-DevelopedSite



Junction Input

SN	Element ID	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Ground/Rim (Max) Offset (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)	Surcharge Elevation (ft)	Surcharge Depth (ft)	Pond Ar (f
1	Junction-1 at Gutter Slope Change	18.52	19.52	1.00	18.52	0.00	22.00	2.48	0.(
2	Junction-Pipe-17 to Ditch	12.00	15.00	3.00	12.10	0.10	15.00	0.00	0.(
3	Pond-1-Outfall Box	11.40	18.00	6.60	11.40	0.00	18.00	0.00	0.(
4	Pond-1-Outfall Junction	11.20	17.20	6.00	11.20	0.00	17.20	0.00	0.(
5	Pond-2-Outfall Box	12.30	20.00	7.70	12.30	0.00	20.00	0.00	0.(

Junction Results

SN	Element ID	Peak Inflow (cfs)	Peak Lateral Inflow (cfs)	Max HGL Elevation Attained (ft)	Max HGL Depth Attained (ft)	Max Surcharge Depth Attained (ft)	Min Freeboard Attained (ft)	Average HGL Elevation Attained (ft)	Average HGL Depth Attained (ft)
1	Junction-1 at Gutter Slope Change	0.59	0.00	18.74	0.22	0.00	0.78	18.57	0.05
2	Junction-Pipe-17 to Ditch	16.41	0.00	13.10	1.10	0.00	1.90	12.46	0.46
3	Pond-1-Outfall Box	0.96	0.00	16.54	5.14	0.00	2.46	15.72	4.32
4	Pond-1-Outfall Junction	0.77	0.00	11.21	0.01	0.00	8.09	11.21	0.01
5	Pond-2-Outfall Box	3.86	0.00	14.18	1.88	0.00	7.32	13.29	0.99

Channel Input

SN	Element ID	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Shape	Height (ft)	Width (ft)	F
1	By-Pass Link-1-Segment-1	85.00	19.46	4.34	18.52	0.00	0.94	1.1100	User-Defined	0.590	29.500	
2	By-Pass Link-1-Segment-2	277.00	18.52	0.00	17.31	5.08	1.21	0.4400	User-Defined	0.590	29.500	
3	OutfallDitch(fromPipe17	15.00	12.00	0.00	11.90	0.00	0.10	0.6700	Trapezoidal	2.000	15.000	

Channel Results

SN	Element ID	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Travel Time (min)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio	S
1	By-Pass Link-1-Segment-1	0.59	0 00:08	31.32	0.02	46.63	0.03	0.20	0.34	
2	By-Pass Link-1-Segment-2	0.58	0 00:20	19.68	0.03	1.22	3.78	0.21	0.35	
3	OutfallDitch(fromPipe17	16.41	0 00:20	74.92	0.22	2.58	0.10	1.04	0.52	

Pipe Input

SN	Element ID	Length (ft)	Inlet Invert Elevation (ft)	Inlet Invert Offset (ft)	Outlet Invert Elevation (ft)	Outlet Invert Offset (ft)	Total Drop (ft)	Average Slope (%)	Pipe Shape	Pipe Diameter or Height (in)	Pip Widt (in
1	Pipe-01	165.31	15.17	0.00	14.00	0.00	1.17	0.7100	CIRCULAR	15.000	15.00
2	Pipe-02	27.48	15.58	0.00	15.24	0.00	0.34	1.2400	CIRCULAR	18.000	18.00
3	Pipe-03	47.00	15.24	0.00	11.50	0.10	3.74	7.9600	CIRCULAR	24.000	24.00
4	Pipe-05	83.50	18.25	0.00	18.03	0.17	0.22	0.2600	CIRCULAR	18.000	18.00
5	Pipe-06	123.31	17.86	0.00	17.60	0.00	0.26	0.2100	CIRCULAR	18.000	18.00
6	Pipe-07a	50.67	17.60	0.00	17.52	0.00	0.08	0.1600	Arch	18.000	29.04
7	Pipe-07b	378.24	17.52	0.00	16.87	0.00	0.65	0.1700	CIRCULAR	24.000	24.00
8	Pipe-08	82.13	16.87	0.00	16.68	0.00	0.19	0.2300	CIRCULAR	24.000	24.00
9	Pipe-09	163.29	16.68	0.00	15.84	0.50	0.84	0.5100	CIRCULAR	24.000	24.00
10	Pipe-10	42.62	15.94	0.00	15.34	0.00	0.60	1.4100	CIRCULAR	24.000	24.00
11	Pipe-11	55.52	15.34	0.00	15.12	0.00	0.22	0.4000	CIRCULAR	30.000	30.00
12	Pipe-12	108.00	15.12	0.00	13.61	1.31	1.51	1.4000	CIRCULAR	30.000	30.00
13	Pipe-13	41.43	12.30	0.00	12.21	-0.02	0.09	0.2100	CIRCULAR	15.000	15.00
14	Pipe-15	192.27	14.82	0.00	12.99	0.76	1.83	0.9500	CIRCULAR	18.000	18.00
15	Pipe-16	29.05	12.23	0.00	12.18	0.03	0.05	0.1700	CIRCULAR	30.000	30.00
16	Pipe-17	63.00	12.18	0.03	12.00	0.00	0.18	0.2900	CIRCULAR	30.000	30.00
17	Pipe-18	20.00	12.50	0.00	12.00	0.00	0.50	2.5000	CIRCULAR	15.000	15.00
18	Pond-1 Direct Outfall Link	20.00	11.20	0.00	0.00	-10.00	11.20	56.0000	Dummy	0.000	0.00
19	Pond-1-Outfall Pipe	60.00	11.40	0.00	11.20	0.00	0.20	0.3300	CIRCULAR	15.000	15.00

DRAINAGE CALCULATIONS SUMMARY
PRE VS. POST RUNOFF COMPARISON
APRIL 6, 2026

No. of Barrels
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1
1

Pipe Results

SN	Element ID	Peak Flow (cfs)	Time of Peak Flow Occurrence (days hh:mm)	Design Flow Capacity (cfs)	Peak Flow/ Design Flow Ratio	Peak Flow Velocity (ft/sec)	Travel Time (min)	Peak Flow Depth (ft)	Peak Flow Depth/ Total Depth Ratio	S
1	Pipe-01	1.36	0 00:06	5.43	0.25	3.56	0.77	0.44	0.35	
2	Pipe-02	8.91	0 00:05	11.68	0.76	7.00	0.07	1.49	1.00	
3	Pipe-03	14.01	0 00:07	63.82	0.22	11.89	0.07	1.76	0.88	
4	Pipe-05	2.43	0 00:18	5.39	0.45	2.29	0.61	1.50	1.00	
5	Pipe-06	4.19	0 00:18	4.82	0.87	2.37	0.87	1.50	1.00	
6	Pipe-07a	6.91	0 00:18	8.56	0.81	2.42	0.35	1.50	1.00	
7	Pipe-07b	8.12	0 00:18	10.12	0.80	2.90	2.17	2.00	1.00	
8	Pipe-08	10.22	0 00:18	10.88	0.94	3.61	0.38	2.00	1.00	
9	Pipe-09	11.89	0 00:18	16.23	0.73	4.36	0.62	2.00	1.00	
10	Pipe-10	8.21	0 00:18	26.84	0.31	3.96	0.18	2.00	1.00	
11	Pipe-11	20.86	0 00:18	25.82	0.81	5.22	0.18	2.50	1.00	
12	Pipe-12	22.24	0 00:18	48.50	0.46	7.52	0.24	2.50	1.00	
13	Pipe-13	3.91	0 00:25	2.89	1.35	3.49	0.20	1.25	1.00	
14	Pipe-15	3.69	0 00:10	10.25	0.36	4.85	0.66	0.78	0.52	
15	Pipe-16	11.07	0 00:20	18.34	0.60	3.29	0.15	1.64	0.65	
16	Pipe-17	16.41	0 00:20	22.06	0.74	6.18	0.17	1.33	0.53	
17	Pipe-18	1.98	0 00:05	10.21	0.19	5.87	0.06	0.40	0.32	
18	Pond-1 Direct Outfall Link	0.77	0 00:25	0.00	0.19	0.00		0.40	0.32	
19	Pond-1-Outfall Pipe	0.77	0 00:25	3.73	0.21	5.29	0.19	0.63	0.50	

Inlet Input

SN	Element ID	Inlet Manufacturer	Manufacturer Part Number	Inlet Location	Number of Inlets	Catchbasin Invert Elevation (ft)	Max (Rim) Elevation (ft)	Inlet Depth (ft)	Initial Water Elevation (ft)	Initial Water Depth (ft)
1	CI-01	FHWA HEC-22 GENERIC	N/A	On Sag	2	15.58	18.83	3.25	15.58	0.00
2	CI-02	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.24	18.83	3.59	15.24	0.00
3	CI-03	FHWA HEC-22 GENERIC	N/A	On Sag	3	15.94	20.65	4.71	15.94	0.00
4	CI-04	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.34	20.65	5.31	15.34	0.00
5	CI-05	FHWA HEC-22 GENERIC	N/A	On Grade	3	15.12	19.46	4.34	15.12	0.00
6	CI-06	FHWA HEC-22 GENERIC	N/A	On Sag	1	16.87	22.67	5.80	16.87	0.00
7	CI-07	FHWA HEC-22 GENERIC	N/A	On Sag	1	16.68	21.95	5.27	16.68	0.00
8	CI-08	FHWA HEC-22 GENERIC	N/A	On Sag	1	14.82	18.16	3.34	14.82	0.00
9	CI-09	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.23	17.31	5.08	12.23	0.00
10	CI-10	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.15	17.31	5.16	12.15	0.00
11	CI-11	FHWA HEC-22 GENERIC	N/A	On Sag	1	12.50	16.38	3.88	12.50	0.00
12	CI-12	FHWA HEC-22 GENERIC	N/A	On Sag	1	18.25	22.66	4.41	18.25	0.00
13	CI-13	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.86	22.19	4.33	17.86	0.00
14	CI-14	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.60	21.50	3.90	17.60	0.00
15	CI-15	FHWA HEC-22 GENERIC	N/A	On Sag	1	17.52	21.31	3.79	17.52	0.00
16	CI-16	FHWA HEC-22 GENERIC	N/A	On Sag	1	15.17	22.23	7.06	15.17	0.00

Roadway & Gutter Input

SN	Element ID	Roadway Longitudinal Slope (ft/ft)	Roadway Cross Slope (ft/ft)	Roadway Manning's Roughness	Gutter Cross Slope (ft/ft)	Gutter Width (ft)	Gutter Depression (in)	Allowable Spread (ft)
1	CI-01	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
2	CI-02	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
3	CI-03	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
4	CI-04	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
5	CI-05	2.0100	0.0200	0.0160	0.0833	1.50	0.0656	7.00
6	CI-06	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
7	CI-07	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
8	CI-08	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
9	CI-09	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
10	CI-10	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
11	CI-11	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
12	CI-12	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
13	CI-13	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
14	CI-14	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
15	CI-15	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00
16	CI-16	N/A	0.0200	0.0160	0.0833	1.50	0.0656	7.00

Inlet Results

SN	Element ID	Peak Flow (cfs)	Peak Lateral Inflow (cfs)	Peak Flow Intercepted by Inlet (cfs)	Peak Flow Bypassing Inlet (cfs)	Inlet Efficiency during Peak Flow (%)	Max Gutter Spread during Peak Flow (ft)	Max Gutter Water Elev. during Peak Flow (ft)	Max Gutter Water Depth during Peak Flow (ft)	Time of Max Depth Occurrence (days hh:mm)	T Floo Volu (ac
1	CI-01	8.89	8.89	N/A	N/A	N/A	21.86	19.53	0.70	0 00:20	0
2	CI-02	4.95	4.95	N/A	N/A	N/A	12.58	19.34	0.51	0 00:25	0
3	CI-03	8.10	8.10	N/A	N/A	N/A	15.92	21.23	0.58	0 00:20	0
4	CI-04	0.70	0.70	N/A	N/A	N/A	5.82	21.03	0.38	0 00:20	0
5	CI-05	1.92	1.92	1.34	0.59	69.42	1.40	19.58	0.12	0 00:20	0
6	CI-06	2.04	2.04	N/A	N/A	N/A	11.82	23.17	0.50	0 00:18	0
7	CI-07	1.55	1.55	N/A	N/A	N/A	9.85	22.41	0.46	0 00:18	0
8	CI-08	3.67	3.67	N/A	N/A	N/A	17.84	18.78	0.62	0 00:10	0
9	CI-09	3.43	3.43	N/A	N/A	N/A	16.75	17.91	0.60	0 00:20	0
10	CI-10	5.35	5.35	N/A	N/A	N/A	15.18	17.88	0.57	0 00:20	0
11	CI-11	1.98	1.98	N/A	N/A	N/A	11.59	16.87	0.49	0 00:05	0
12	CI-12	2.30	2.30	N/A	N/A	N/A	12.80	23.18	0.52	0 00:18	0
13	CI-13	1.66	1.66	N/A	N/A	N/A	10.33	22.66	0.47	0 00:18	0
14	CI-14	2.59	2.59	N/A	N/A	N/A	13.86	22.04	0.54	0 00:18	0
15	CI-15	1.11	1.11	N/A	N/A	N/A	8.11	21.73	0.42	0 00:18	0
16	CI-16	1.36	1.36	N/A	N/A	N/A	9.01	22.67	0.44	0 00:05	0

Storage Nodes

Storage Node : Pond-1

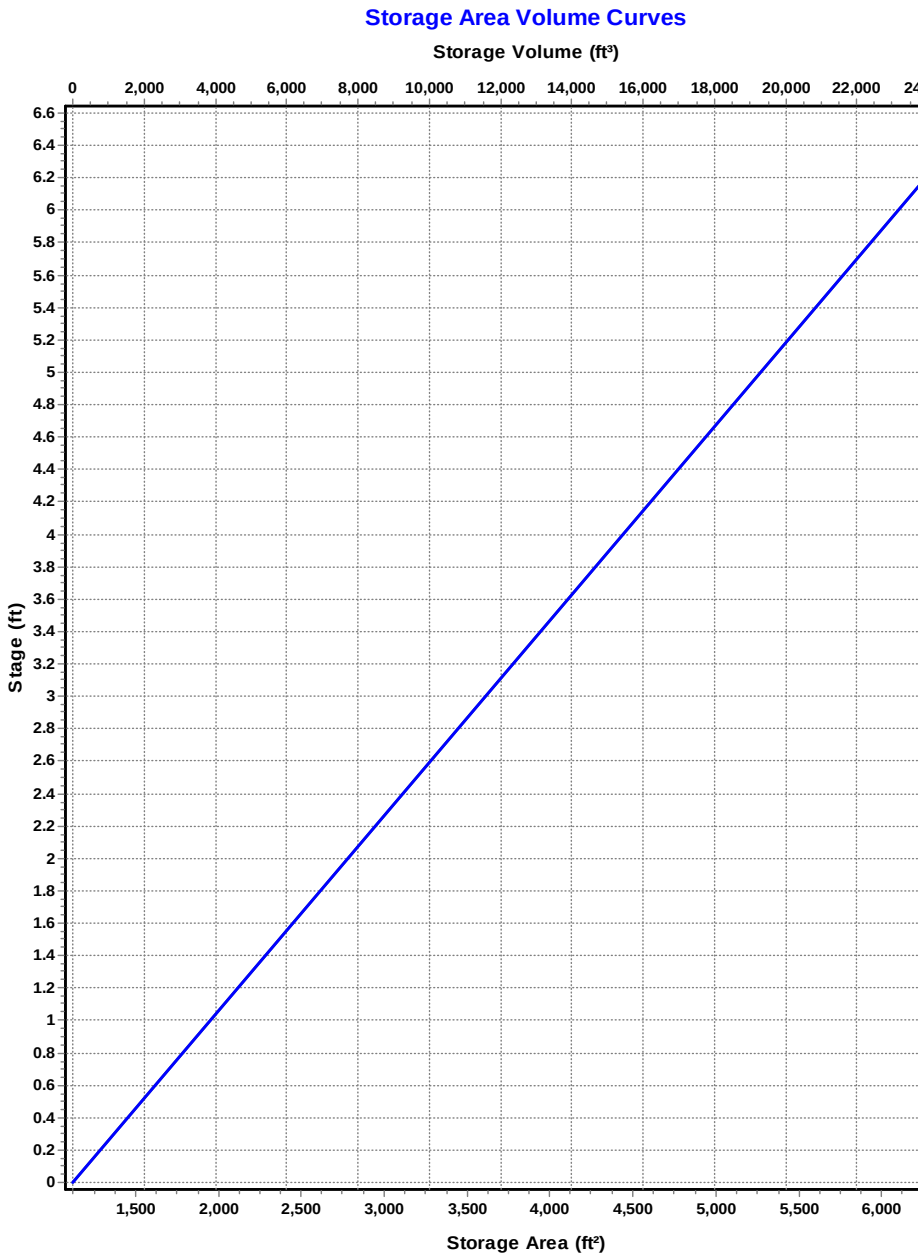
Input Data

Invert Elevation (ft)	11.40
Max (Rim) Elevation (ft)	18.00
Max (Rim) Offset (ft)	6.60
Initial Water Elevation (ft)	11.40
Initial Water Depth (ft)	0.00
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : Pond-1

Stage (ft)	Storage Area (ft²)	Storage Volume (ft³)
0	1121	0
6.6	6598	25472.7


Storage Area Volume Curves
Storage Volume (ft³)
0
2,000
4,000
6,000
8,000
10,000
12,000
14,000
16,000
18,000
20,000
22,000
Stage (ft)
6.6
6.4
6.2
6
5.8
5.6
5.4
5.2
5
4.8
4.6
4.4
4.2
4
3.8
3.6
3.4
3.2
3
2.8
2.6
2.4
2.2
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
1,500
2,000
2,500
3,000
3,500
4,000
4,500
5,000
5,500
6,000
Storage Area (ft²)

Storage Node : Pond-1 (continued)

Outflow Weirs

SN	Element ID	Weir Type	Flap Gate	Crest Elevation (ft)	Crest Offset (ft)	Length (ft)	Weir Total Height (ft)	Di Co
1	Pond-1-Spillway	Trapezoidal	No	17.50	6.10	20.00	2.00	
2	Pond-1-Weir-01	Rectangular	No	17.00	5.60	5.00	2.00	
3	Pond-1-Weir-02	Rectangular	No	17.00	5.60	5.00	2.00	
4	Pond-1-Weir-03	Rectangular	No	17.00	5.60	5.00	2.00	
5	Pond-1-Weir-04	Rectangular	No	17.00	5.60	5.00	2.00	

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	E
1	Pond-1-Orifice	Side	CIRCULAR	No	8.00			

Output Summary Results

Peak Inflow (cfs)	16.07
Peak Lateral Inflow (cfs)	2.06
Peak Outflow (cfs)	1.16
Peak Exfiltration Flow Rate (cfm)	0
Max HGL Elevation Attained (ft)	16.74
Max HGL Depth Attained (ft)	5.34
Average HGL Elevation Attained (ft)	15.89
Average HGL Depth Attained (ft)	4.49
Time of Max HGL Occurrence (days hh:mm)	0 00:25
Total Exfiltration Volume (1000-ft³)	0
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0

Storage Node : Pond-2

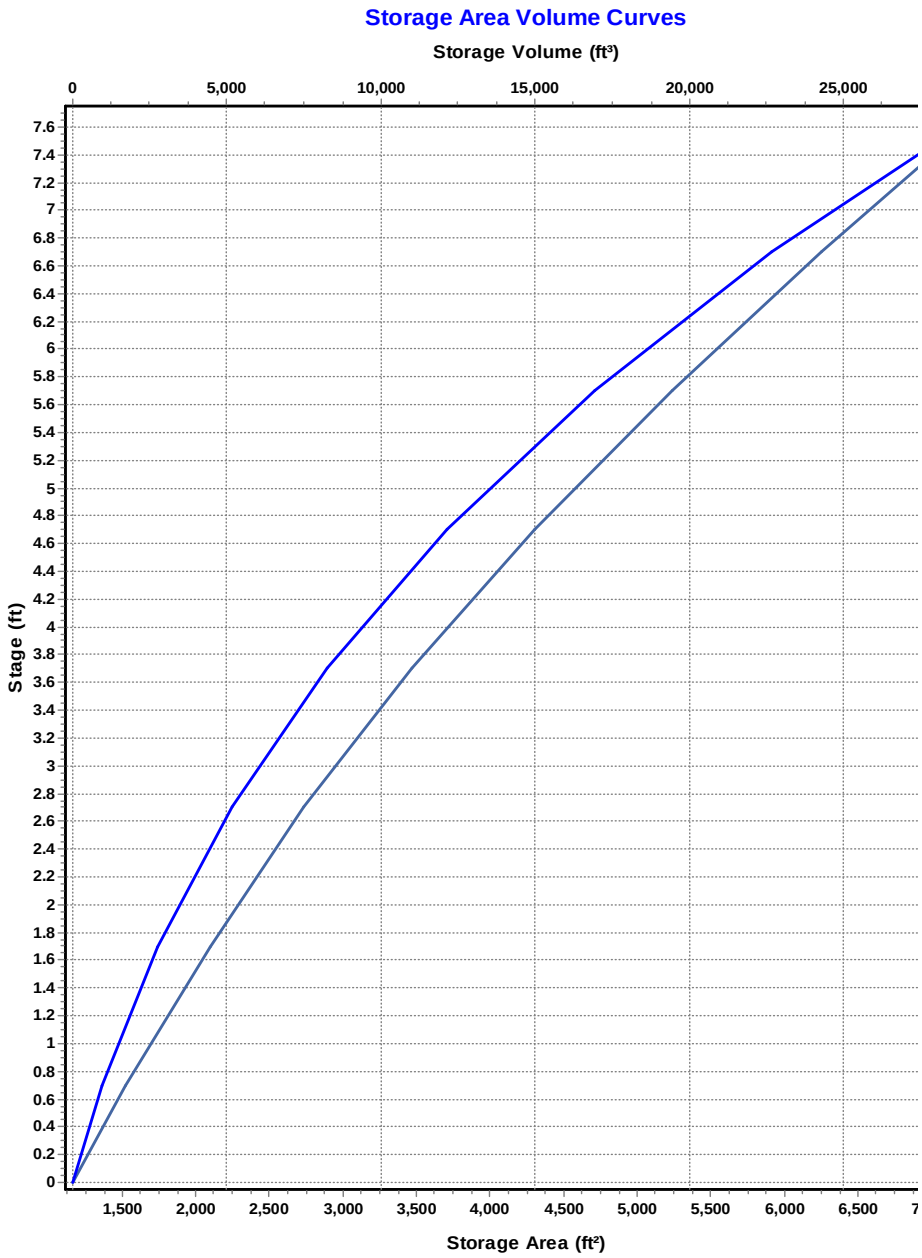
Input Data

Invert Elevation (ft)	12.30
Max (Rim) Elevation (ft)	21.00
Max (Rim) Offset (ft)	8.70
Initial Water Elevation (ft)	12.30
Initial Water Depth (ft)	0.00
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : Pond-2 Expanded Plus Maintenance Strip

Stage (ft)	Storage Area (ft²)	Storage Volume (ft³)
0	1166	0
0.7	1525	941.85
1.7	2096	2752.35
2.7	2736	5168.35
3.7	3473	8272.85
4.7	4304	12161.35
5.7	5233	16929.85
6.7	6252	22672.35
7.7	7333	29464.85


Storage Area Volume Curves
Storage Volume (ft³)
0
5,000
10,000
15,000
20,000
25,000
Stage (ft)
7.6
7.4
7.2
7
6.8
6.6
6.4
6.2
6
5.8
5.6
5.4
5.2
5
4.8
4.6
4.4
4.2
4
3.8
3.6
3.4
3.2
3
2.8
2.6
2.4
2.2
2
1.8
1.6
1.4
1.2
1
0.8
0.6
0.4
0.2
0
1,500
2,000
2,500
3,000
3,500
4,000
4,500
5,000
5,500
6,000
6,500
Storage Area (ft²)

Storage Node : Pond-2 (continued)

Outflow Weirs

SN	Element ID	Weir Type	Flap Gate	Crest Elevation (ft)	Crest Offset (ft)	Length (ft)	Weir Total Height (ft)	Di Co
1	Pond-2-Spillway	Trapezoidal	No	19.75	7.45	20.00	2.00	
2	Pond-2-Weir-05	Rectangular	No	19.50	7.20	5.00	2.00	
3	Pond-2-Weir-06	Rectangular	No	19.50	7.20	5.00	2.00	
4	Pond-2-Weir-07	Rectangular	No	19.50	7.20	5.00	2.00	
5	Pond-2-Weir-08	Rectangular	No	19.50	7.20	5.00	2.00	

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	E
1	Pond-2-Orifice	Side	CIRCULAR	No	8.00			

Output Summary Results

Peak Inflow (cfs)	23.16
Peak Lateral Inflow (cfs)	0.92
Peak Outflow (cfs)	4.53
Peak Exfiltration Flow Rate (cfm)	0
Max HGL Elevation Attained (ft)	18.61
Max HGL Depth Attained (ft)	6.31
Average HGL Elevation Attained (ft)	15.72
Average HGL Depth Attained (ft)	3.42
Time of Max HGL Occurrence (days hh:mm)	0 00:25
Total Exfiltration Volume (1000-ft³)	0
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0

PAC SERVICES LLC
11759 Sleeping Deer Lane
Saucier, Mississippi 39574
228.861.6165

October 27, 2025

William E. Knesal, PE
Sent via email: bill.knesal@knesalengineering.com

RE: Wetland Delineation
Coffee Creek Subdivision (~ 15 acres)
City of Gulfport
Harrison County, Mississippi

Mr. Knesal:

On October 25, 2025, PAC Services, LLC (PAC) conducted a wetland investigation of the referenced tract.

The wetland and WOUS methodology for this investigation follows the procedures outlined in Part IV of the 1987 U.S. Corps of Engineers Wetlands Delineation Manual dated 1987 and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2.0, dated November 2010. Additionally the methods for determination of wetlands and WOUS were evaluated according to the United States Army Corps of Engineers (USACE) and United States Environmental Protection Agency (USEPA) guidance in the Revised Definition of 'Waters of the United States,'" 88 FR 3004 (January 18, 2023) ("2023 Rule"), to conform to the 2023 Supreme Court decision in Sackett v. EPA, 598 U.S., 143 S. Ct. 1322 (2023) ("Sackett").

The specific tasks performed for this investigation included: 1) reviewing a previous delineation conducted by E. Necaise (ca. 2009), 2) review reference data mapping, 3) reviewing the USFWS National Wetland Inventory information (NWI) aerial photographs, 4) reporting wetland and WOUS conditions based on hydrology, vegetation, soils and other necessary characteristics of the entire project area.

The US Army Corps has authority over wetland habitats as authorized in Section 404 of the Clean Water Act. The Corps defines wetlands based on positive evidence of three parameters: hydric soil, hydric vegetation, and wetland hydrology.

Reference materials and general knowledge of the area are recorded as:

- The ~15 ac tract is undeveloped and contains semi-mature hardwood/pine habitat.
- The tract is located in Section 35, T7S-R11W and Section 2, T8S-R11W Harrison County, Mississippi
- Parcel elevations range from 6' to 24' msl.

SOILS:
The NRCS has mapped the tract with three soil series from highest location in the landscape to the lowest: Pactolus/Urban complex, Wadley-Poarch, and Plummer.

The Pactolus/Urban complex is comprised of very deep, moderately well to somewhat poorly drained, sandy fluvial and marine sediments. The Wadley/Poarch series consists of very deep, well drained and somewhat excessively drained soils that are formed in sandy and loamy marine sediments. Slopes range from 0 to 40 percent. The Plummer series is also very deep, poorly and very poorly drained soils occurring in the lower to upper coastal plain often in depressions or in floodplains. (source: NRCS in appendix)

VEGETATION:
The upland vegetation is typical of a mature hardwood/pine forest consisting of several live oaks, water oaks, southern magnolias and dense midstory shrub species including privet and yaupon. The wetland area in the southwest portion of the tract and along the Coffee Creek drainage pattern also contains large southern magnolia, sweet bay magnolia, white titi, several ferns and the ever-present invasive privet.

HYDROLOGY:
Evidence of wetland hydrology is relative to the tract's situation in the larger landscape. Coffee Creek is the primary drainage feature in this area. The main channel flows along the southwestern boundary of the tract. Another tributary flows along the northern property boundary. Both channels appear to be historically maintained stormwater conveyances as evidenced by the steep banks, incised formation, and adjacent spoil pile formations.

CONCLUSION:
Based on the findings of this investigation, it is my professional opinion that 0.25 acre of the 15-acre tract would be considered wetlands by the regulatory agencies, under the current guidelines. Your provided site design does not impact these wetlands and thus NO Section 404 PERMIT would be required by the regulatory agencies.

I would be glad to explain any aspects of this report. The attachments should be self-explanatory but again, just ask if you have questions. You can contact me directly at 228.861.6165.

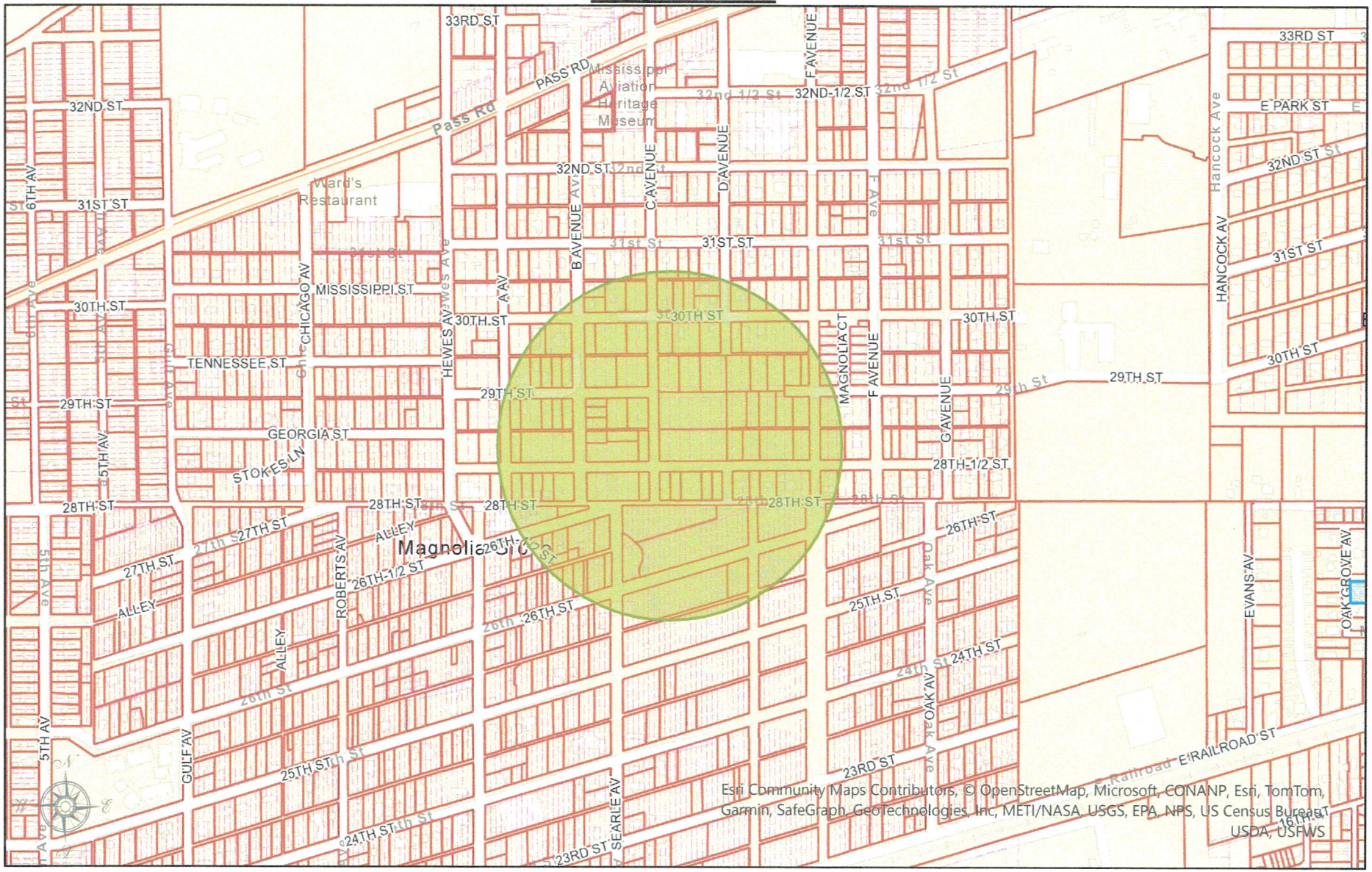
Respectfully,



Patrick Chubb
Owner/Biologist

Attachments

Project Area



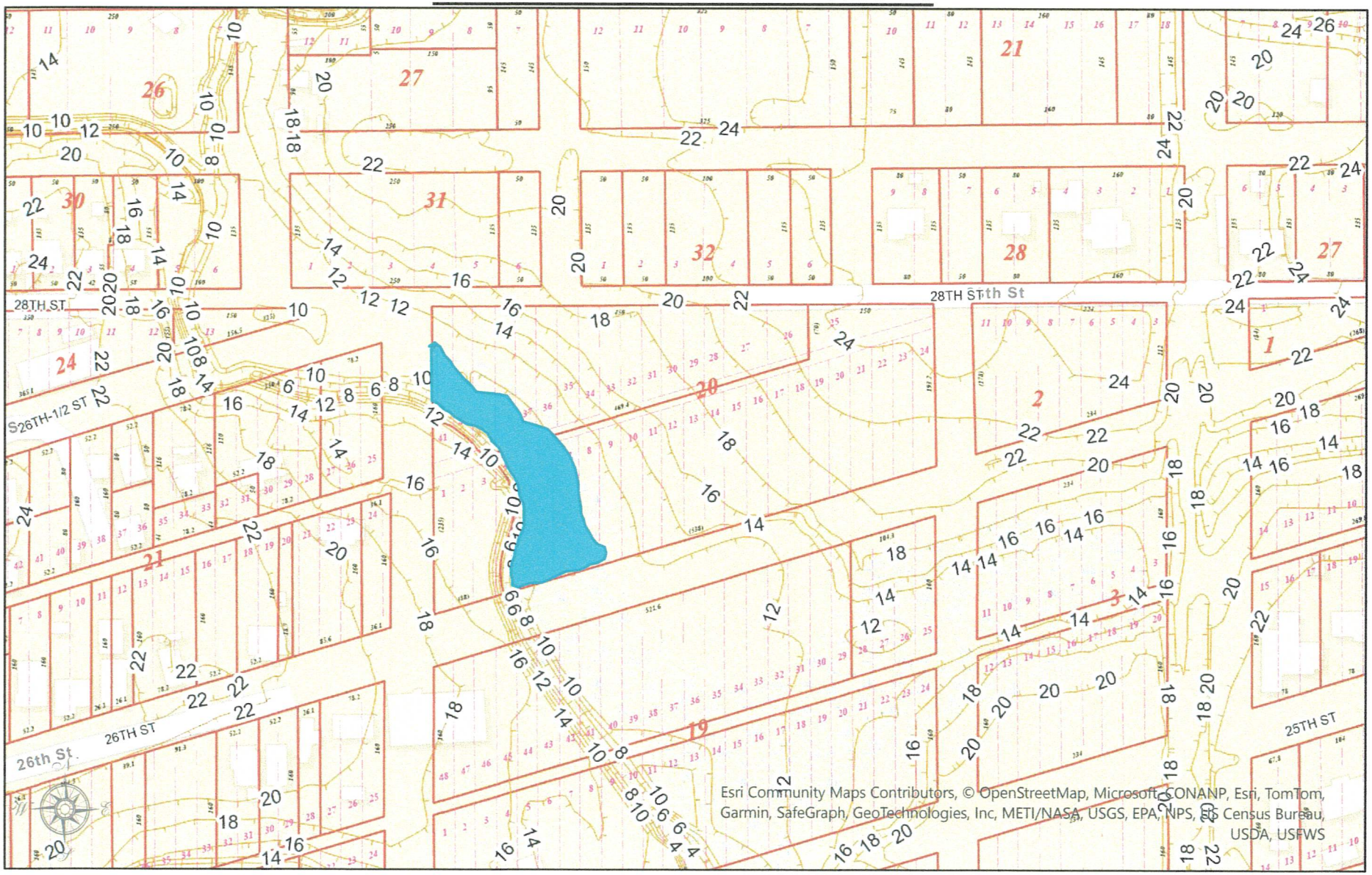
HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: October 26, 2025

0 750 1,500
Feet

Coffee Creek Wetlands = 0.25 ac



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY,TAX ASSESSOR.

MAP DATE: October 27, 2025

0 190 380
Feet

Soil Map—Harrison County, Mississippi
(Coffee Creek Subdivision)



Map Scale: 1:2,890 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 22, Sep 4, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 13, 2023—Feb 19, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
EuE	Wadley and Poarch soils, 8 to 17 percent slopes	9.8	31.7%
PbC	Pactolus-Urban land complex, 0 to 8 percent slopes	16.7	54.2%
Pm	Plummer loamy sand	4.1	13.4%
Ps	Ponzer and Smithton soils	0.2	0.7%
Totals for Area of Interest		**30.9**	**100.0%**

Prepared by:
Donald R. Jones #3197
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File #

Return to:
Donald R. Jones, Atty.
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965

STATE OF MISSISSIPPI

COUNTY OF HARRISON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COFFEE CREEK SUBDIVISION

THIS DECLARATION is made this the _____ day of _____, 2026, by LACLEY, LLC, a Mississippi Limited Liability company, 839B 28th Street, Gulfport, MS 39501, 228-341-2231, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Harrison County, Mississippi, which is more particularly described as follows, to-wit:

See attached Exhibit "A"

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall

run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1.
DEFINITIONS

Section 1. "Association" shall mean and refer to COFFEE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Mississippi non-profit corporation, its successors and assigns.

Section 2. "Board" or "Board of Directors" shall mean the Board of Directors of the COFFEE CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Section 3. "Builder" shall mean any Person or legal entity that purchases one or more lots for the purpose of constructing improvements for later sale to consumers.

Section 4. "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision, which are more particularly described and defined in Section 2 of Article VI of this Declaration.

Section 5. "Common Area" shall mean all real property (including improvements thereto) owned by the Association and/or which the Association members have the right to use and enjoy and also all rights of easement and license and shall include any and all other property shown on the recorded plat of COFFEE CREEK SUBDIVISION, but with the exception of and excluding the platted lots and parcels, and with the exception of and excluding the drainage and utility easements and the streets and/or roads.

Section 6. "Declarant" shall mean and refers to LACLEY, LLC, a Mississippi Limited Liability Company, and its successors and assigns.

Section 7. "Director" shall mean a member of the Board of Directors of the Association.

Section 8. "Home" or "Dwelling" shall mean and refer to any building situated upon a Lot or Building Site which is designated and intended for use and occupancy as a residence by a single family.

Section 10. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.

Section 11. "Lot" shall mean and refer to any numbered lot as illustrated and shown on the plat of COFFEE CREEK SUBDIVISION, as recorded in the public records of Harrison County, Mississippi.

Section 12. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

Section 13. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Properties" or "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND GOVERNANCE OF THE ASSOCIATION

Section 1. Every Owner of a Lot in Phase 1 and all future phases of COFFEE CREEK SUBDIVISION shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership and one class of non-voting membership, as follows:

CLASS A. Class A members shall be all owners, except for the Declarant, and shall be entitled to one vote for each Lot or Building Site owned in any Phase of COFFEE CREEK SUBDIVISION. When more than one person owns an interest in any Lot or Building Site, all such persons shall be members. The vote for such Lot of Building Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Building Site.

CLASS B. The Class B member(s) shall include the Declarant, and shall be entitled to four votes for each Lot owned in COFFEE CREEK SUBDIVISION.

Section 3. Governing Body: Composition.

The affairs of the Association shall be governed by a Board of Directors, the members of which must own property in COFFEE CREEK SUBDIVISION; provided however, no Person and his or her spouse may serve on the Board at the same time. The number of Directors shall be either three or five. The Board members shall also serve as the officers of the Association.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Site and/or Lot owned within the subdivision, hereby covenants, and each

Owner of any Building Site and/or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and
(2) special assessments for capital improvements,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement, and operation of the Common Area, if any, and improvements thereon, if any; for maintaining and lighting the entrance ways and fence ways attached to entrance ways and appurtenant landscaping; and for maintaining and lighting entrance way signs.

Section 3. Maximum Annual Assessments. Notwithstanding the recording date of these covenants, the annual assessment for Class A and Class B members owing property in the subdivision shall be first set concurrent with the assessment by the Association for the next fiscal year beginning on January 1, 2026, payable in advance.

a. The maximum annual assessment shall be determined by the Board of Directors of the Association and may not be increased more than 10% above the maximum assessment for the previous year without a vote of the membership as provided in Section 3(b) below.
b. The maximum annual assessment may be increased by more than 10% above the maximum annual assessment for the previous year by a vote of two-thirds of the members present and voting who are voting in person or by proxy at a meeting duly called for this purpose.
c. If the Board of Directors of the Association, by a majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out above, it may levy such lesser assessments. The levy of annual assessments less than the maximum annual assessments in one year shall not affect the Board's right to levy the maximum annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum annual assessments for any assessment year and if, thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may levy supplemental annual assessments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special

assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, or in the subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two- thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. An initial capital contribution of $270.00, is required upon the purchase of a Lot from the Declarant and/or it's successors in interest.

Section 5. Notice and Quorum for Any Action Authorized Under sections 3(b) and 4 of This Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast fifty percent plus one vote (50%+1) of all votes shall constitute a quorum. If the required quorum is not present at any such meeting, one (1) or more subsequent meetings may be called for the same purpose, subject to not less than ten (10) days written notice of each such subsequent meeting being provided to all Members, and the required quorum at any subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and Building Sites.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots or building sites in the subdivision on January 1, 2026. Declarant and/or Assignees shall not be responsible for annual or special assessments on any Lot while owned by the Declarant or its Assignees until such Lot first contains an occupied residence and the assessment shall then be prorated for the months and days of the fiscal year remaining. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The billing cycles and due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Board may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, if any, or abandonment of his Lot. The Board may suspend the rights of a Member to vote and to use Common Areas in three situations: (1) failure for 30 days after mailing of written notice to remedy a violation of the Covenants; (2) failure to pay an assessment within 30 days

after the due date of such assessment; and (3) violation of the Association's rules regarding the use of the Common Areas. Suspension shall be for the period during which the violation occurs except that suspension can be for a period not to exceed 60 days after cure of a violation.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Building Site within the subdivision. Sale or transfer of any Lot or Building Site shall not affect the assessment lien. However, the sale or transfer of any Lot or Building Site pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Architectural Control Committee (hereinafter referred to as ACC) shall consist of three or five members, appointed by the Board of Directors for one year terms coinciding with the fiscal year of the Association. The Association pays the cost of operating the ACC. The Board can remove a member of the ACC at any time. The Board can fill any vacancy whether caused by removal, resignation, or any other reason. The members of the Committee need not be Members of the Association or representatives of Members. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Article unless compensation is hereafter authorized by the Board. Notwithstanding the aforesaid, LACLEY, LLC shall be the sole member of the ACC so long as LACLEY, LLC owns a lot within said subdivision.

Section 2. Architectural Approval. No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, satellite dish, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The plans shall include, as a minimum: a site plan, a floor plan, exterior elevations of all structures to be constructed or altered, plans for materials, color schemes, exterior lighting schemes and other details that affect the exterior appearance of the structure, and plans for landscaping and grading. Approval of plans is final and cannot be revoked, provided the plans are actually adhered to. Approval of a set of plans does not require the Architectural Control Committee to approve the same set of plans in the future. In the event said committee fails to approve or disapprove such design or changes and location within twenty-one (21) business days after submission of all information and materials reasonably requested, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee, or their agents, have the right, after reasonable notice, to enter upon any Lot and structure to ascertain whether the construction,

alteration or maintenance of a structure or use of a Lot or structure complies with the Covenants and/or plans submitted to the Architectural Control Committee.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the committee in its sole discretion determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. The Committee shall have no authority to grant a variance of a Harrison County subdivision or zoning regulation including, but not limited to, those that may be contained in these covenants, conditions and restrictions. However, in the event of a violation of these covenants or the commencement of construction of a plan that had been rejected by the committee or a plan or change not submitted to the committee, the Board shall be empowered to bring any legal action in law or in equity, to seek injunction preventing such violation, or seeking its removal entirely, or both, at the expense of the Owner. In the event of any successful injunction and/or removal order, whether in whole or in part, the Owner shall pay all legal fees, court costs and expenses of the committee in enforcing these covenants, which costs shall become a lien against the property as provided for elsewhere herein.

Section 4. Limitation of Liability. Review and approval of any plans pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Control Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot or improvements thereon.

ARTICLE V
DUTY TO CLEAR A LOT IF OWNER ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of substantial damage to or destruction of any Home on the Properties by fire, windstorm, water or other cause whatsoever, then the owner shall, within six months after the date of substantial damage to or destruction of the home, be required to either: (1) begin reconstruction, repair and restoration of the home, such work to be completed in a timely manner; or (2) clear the lot and begin construction of a new home, such construction to be completed in a timely manner; or (3) clear the Lot, such clearing to be completed in a timely manner. If the Owner elects to clear the lot and not rebuild, the Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE VI
RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots shall be used and occupied as single family residences and no dwelling shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for at least one (1) but not more than three (3) vehicles. No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Each Owner shall be responsible for his/her home's own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

Section 2. Adjoining Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted lot within the subdivision.

Section 3. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be permitted on the Properties except inside a home or fenced-in area, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Association may perform such service and shall bill the pet owner accordingly. The Board shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance. Pets shall be registered, licensed, and inoculated as required by law. No pets other than service dogs accompanied by a handicapped person are allowed on the premises of recreational areas maintained by the Association.

Section 4. Basketball Goals and Other Recreational Equipment. Basketball goals, posts or backboards shall not be erected, altered or permitted on any lot or building site in the subdivision or on any street right-of-way, unless the same is adjacent to the driveway and is placed more than thirty (30) feet to the rear of the front sill line of the dwelling and is of standard size, height, and appearance. On corner lots placement of basketball goals must be approved by

the Architectural Control Committee. Recreational and play equipment, other than basketball goals, must be placed in the rear yard and screened from view to the satisfaction of the Architectural Control Committee.

Section 5. Building Condition, General Appearance, Nuisance and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and free of unsightly debris and clutter. All porches, patios, stoops, terraces, etc. that are not screened from the view of surrounding Lots shall be kept clean and uncluttered, and any furnishings placed on such area must be designed for exterior use and be in harmony with the homes in the subdivision. No nuisances and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 6. Building Setback Requirements. All buildings shall comply with the building setback requirements of the Harrison County zoning regulations for the respective Lot or Building Site. Determination of the location of the rear and side yard setbacks for corner lots shall be based on the orientation of the residential building to be built on the lot. For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building.

Section 7. Clothes Lines, Garbage Receptacles, Yard Equipment and Screening of Storage Areas. No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles which are to be furnished by the Owners or garbage collection agencies must be hidden from view. Similarly, all yard equipment and storage areas must screened so as to conceal them from the view of neighboring lots, streets, or other property.

Section 8. Driveways. Driveways shall be constructed of concrete material with a brushed, non-stained finish. Any other type material or finish or the use of pavers or the use of a concrete finish to imitate paver, bricks, stones, etc. shall require the approval of the Architectural Control Committee. Driveways shall have expansion joints not more than twelve (12) feet apart with one expansion joint at the back of street pavement.

Section 9. Dwelling Size. The dwellings must have a minimum of 1300 square feet of heated and cooled living area. For purposes of determining heated and cooled living area, porches (other than glass enclosed porches), garages, and storage areas shall not be included.

Section 10. Fences. No fence shall be located nearer the front property line than the front sill line of the dwelling. However, on dwellings with a side-entrance garage, the fence on the garage side of the dwelling shall be located between the rear edge of the garage door and the rear sill line of the dwelling. All fences to be constructed on any lot or building site shall be six (6) feet in height, and constructed with unpainted treated lumber or a four feet in height black aluminum fence, unless a variance is granted by the Architectural Control Committee. Chain-link or other galvanized metal fencing is strictly prohibited. Notwithstanding the aforesaid, certain Lots may be required to construct different type fences depending on their

surroundings. No fence shall be located within drainage easements and drainage swales as such fences would obstruct the natural water flow and cause a flooding hazard.

Section 11. Firearms. No hunting by any means or the discharge of firearms of any type shall be allowed on the Property.

Section 12. Flagpoles, Antennas and Satellite Dishes. No flagpoles, ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Television satellite dishes shall be erected and properly located on a lot or building site in the subdivision and shall not exceed thirty-six (36) inches in diameter. Satellite dishes shall be mounted on the rear side of homes unless otherwise approved in writing by the Architectural Control Committee.

Section 13. Garages. All homes must include a garage designed for at least one but not more than three cars. Garages must have garage doors and in all cases electric automatic door openers/closers shall be installed and used. Any garage visible from the street must be kept closed except when vehicles are entering or exiting garage. Conversion of garage area to living area shall require the approval of the Architectural Control Committee and shall require the construction of a new garage.

Section 14. Landscaping. The front yard and side yard areas shall be landscaped before any residence is occupied. Landscaping requirements shall include: (1) grass areas in the front and side yard areas. (2) no trees or shrubs shall be planted in drainage swales, ingress/egress easements and road right-of-ways.

Section 15. Landscaping Maintenance. Each Owner shall maintain the appearance of his or her lot or building site, including easement areas, in high quality condition, and shall provide and maintain landscaping on the lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. Grass shall be mowed and edged at least bi-weekly during the growing season. Each Owner is responsible for maintaining the area between his/her front property line and the street pavement, including mowing of such area and edging along the pavement. Corner Lot Owners are responsible for maintaining the area between their front and side property lines and the street pavement, including mowing of such area and edging along the pavement.

Section 16. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 17. Leasing. Entire Living Units may be rented provided that the Living Unit is used only as a residence; that the lease, or rental period is for not less than thirty (30) consecutive days; that the Living unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An Owner may lease or rent his own Living Unit himself to any Lessee if

he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any Living Unit whether so stated in said lease. All of the foregoing may be enforced by the Board.

Section 18. Mailboxes. Mailboxes shall be uniform and of the style and color specified by the Architectural Control Committee. Replacement mailboxes must be approved by the Architectural Control Committee.

Section 19. Maintenance of Vacant Lots or Building Sites. If construction of a residential dwelling is not commenced forthwith on any lot or building site, then the Owner shall remove all underbrush and mow and maintain the lot on a quarterly basis. If any unimproved lot or building site is not so maintained, the Declarant, the Board or the Association shall be empowered to maintain the lot or building site and file a lien against the property for any and all expenditures in connection with said maintenance.

Section 20. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 21. Nuisances. No nuisance shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio, porch, etc. or on fences for the purpose of drying or for any other purpose in a manner which would allow said clothing, towels or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of nearby Lots, including, but not limited to radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

Section 22. Parking. No boat, other watercraft, trailer, mobile home, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans (vans are limited to those with a passenger capacity of not more than eight people) shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road right-of-way in front of or beside any such Lot so as to be visible from the street or be visible to the other residences in the subdivision. Any such vehicles, watercraft, trailers, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Architectural Control Committee. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage. Any vehicle in a state of repair must be parked in the garage. No automobile shall be

parked in the front building setback area of any Lot except for temporary parking on circular driveways located within the front building setback area. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight. No other vehicle(s) whatsoever shall be parked on street right-of-way overnight. Any vehicles, boats, equipment or other apparatus under repair must be kept in the garage, all repairs must be made in the garage, and the garage door shall be closed at all times during such repairs. Repairs may only be made to vehicles, boats, equipment or apparatus directly owned by the Owner. All other repairs to any other vehicles, boats, equipment or apparatus must be made at a suitable repair facility not located in the subdivision.

Section 23. Regulations. Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents on the Properties upon request.

Section 24. Reservation of Easement.

DELETED

Section 25. Roofs. All fiberglass shingle roofs shall be architectural thick, butted shingles. However, this shall not preclude other types of roofs which may be approved by the Architectural Control Committee.

Section 26. Sewage and Drainage Control. No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 27. Siding. Any siding, trim or door color not used by the Developer or Builder must be approved by the Architectural Control Committee.

Section 28. Signs. No professional, commercial, or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant or a Builder during any such period of time that Declarant or Builder owns any Lot and is offering any said Lot, Home, or Living Unit for sale.

Section 29. Storage or Outbuildings. Only one storage or outbuilding shall be placed, permitted, or allowed on each Lot or Building Site. A playhouse that is limited in size, is not constructed on a slab, is movable and is not used for storage or for any purpose other than children's play shall not be considered to be a storage building or outbuilding. The size and design of any such playhouse, storage building or outbuilding must be approved in writing by the Architectural Control Committee and must conform to all building setback requirements of the Harrison County zoning regulations and any other applicable governmental entity.

Section 30. Swimming Pools. Swimming pools on Lots shall be allowed only in rear yard areas and must be screened from the view of the street and nearby lots. Swimming pools must be constructed, equipped, and screened/fenced in accordance with governmental regulations. It shall be the responsibility of the Lot owner to comply with all governmental regulations.

Section 31. Temporary Structures. No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time either temporarily or permanently, excepting, however, that during periods of Construction, contractors shall be permitted a single storage structure on each separate construction site.

Section 32. Trade or Business. No lot shall at any time be used for the purpose of any trade, business, manufacture, or public amusement.

Section 33. Trespass. Whenever the Declarant or the Association is permitted by this Declaration to correct, repair, clean, preserve, clear-out or do any action on any of the Properties or on the easement areas adjacent thereto or included therein, entering such Property and taking such action shall not be deemed a trespass.

Section 34. Visual Obstruction at the Intersection of Public Streets.

Deleted

Section 35. Water and Sewer Utilities. The Lot owner shall be responsible for the payment of tap fees to the utility company. Tap fees are not included in Lot prices. Grinder pumps where required are not the responsibility of the Declarant or the utility company, its successors and assigns. Grinder pumps where required shall be installed by Owner or at the direction of the Owner must be the type, size, and model specified by the utility company. Maintenance and or replacement of grinder pumps are the responsibility of the applicable Owner.

Section 36. Water Wells. Any water well located on any lot must be located in the rear yard of such lot, and must be screened from view to the satisfaction of the Architectural Control Committee.

Section 37. Wetlands. Designated wetland areas are not allowed to be cleared, excavated, filled, built upon, sodded, or disturbed in any other way not approved by the U.S. Army Corps of Engineers.

Section 38. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of all of the Lots in the subdivision, neither the Owners nor the Association nor the use of the Properties shall interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots and Common Areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

Section 39. Construction Completion. From the date of issuance of a building permit to construct a home on a given lot, the Owner will have no more than 18 months to obtain a certificate of occupancy from the applicable governmental building inspection department. If such 18 months period elapses, the Board may charge a reasonable daily fine against such Owner from the day after the period elapses until the certificate of occupancy is obtained. A neat construction site must be maintained at all times during the period of construction. Construction materials, trash and equipment must be confined to the site and not allowed to become a nuisance to neighboring property. Construction materials, dumpsters and equipment shall not be stored on a lot that has not received a building permit and the construction site must be reasonably clean from all trash and debris at all times. If an Owner fails to adhere to these rules and regulations, then the Board, after 30 days notice to the Owner, may charge the Owner a reasonable daily fine until such failures are rectified.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Board, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Board, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorneys' fees, court costs, and other necessary expenses incurred by the Person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorneys' fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. No Liability. Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration, or any part thereof, is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

Section 4. Indemnification. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by

reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Mississippi law. The officers, directors, and committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

All officers and board members having direct control and access to funds of the association shall be bonded, in an amount not less than twice the total amount of all funds of the association. Such amount may be estimated and set by the Board. Any bond fees shall be paid by the Association.

Section 5. Amendment.

a. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.

b. This Declaration may be amended anytime during the initial fifteen (15) year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Beginning three (3) years from the date of recordation of the Declaration and for the remainder of the initial fifteen (15) year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners within the subdivision, exclusive of their mortgagees. Any amendment must be recorded in the land Deed Records of Harrison County, Mississippi, and shall be supplementary to this Declaration. Notwithstanding any provision herein to the contrary, no amendment to the Declaration, Bylaws or Articles of Incorporation shall be effective without the written consent of the Class B Member or its successors and assigns, so long as there is a Class B member of the Association.

c. Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of three (3) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal,

state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property.

IN WITNESS WHEREOF, LACLEY, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized Member, he having been first authorized to do so, this the _____ day of _____, 2026.

LACLEY, LLC

BY: _____
CHIRON HOSLEY, Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CHIRON HOSLEY, who acknowledged that he is Member of LACLEY, 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, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

RETRIEVED

SCANNED

CHANCERY CLERK HARRISON COUNTY, MS

1st JUDICIAL DISTRICT
Instrument 2025-0002897-D-J1
Filed/Recorded 02/17/2025 11:03:01 AM
Total Fees 26.00
5 Pages Recorded

Prepared by:
Donald R. Jones, #3197
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965
File #245103

Return to:
Donald R. Jones
Attorney at Law
P. O. Box 7555
Gulfport, MS 39506
(228) 864-8965

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, STARKS INVESTMENTS INC., OF MS, 150 Espy Avenue, Pass Christian, MS 39571, 228-343-1559, does hereby sell, convey and warrant unto LACLEY, LLC, 12523 Herring Road, Gulfport, MS 39503, 228-341-2231, 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 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.

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

IN WITNESS WHEREOF, STARKS INVESTMENTS INC., OF MS, has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 14th day of February, 2025.

STARKS INVESTMENTS INC., OF MS

BY: _____
PAUL ELLIS, President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, PAUL ELLIS, who acknowledged that he is President of STARKS INVESTMENTS INC., OF MS, 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, after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of February, 2025.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 86082 EVELYN DEE JONES Commission Expires Sept. 11, 2027 HARRISON COUNTY

EXHIBIT "A"

Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), Block Twenty (20), EAST MAGNOLIA GROVE ADDITION, 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 3 at Page 47 (Copy Book 2 at Page 94) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcels currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910N-03-011.000
#0910N-03-012.000
#0910N-03-013.000
#0910N-03-014.000
#0910N-03-015.000

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Block Twenty-one (21), EAST MAGNOLIA GROVE ADDITION, 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 3 at Page 47 (Copy Book 2 at Page 94) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcels currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910N-03-031.000
#0910N-03-032.000
#0910N-03-033.000
#0910N-03-034.000
#0910N-03-035.000
#0910N-03-036.000
#0910N-03-037.000
#0910N-03-038.000
#0910N-03-039.000

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Twenty-four (24), REVISION OF MAGNOLIA GROVE, 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 3 at Page 36 (Copy Book 1A at Page 83) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcel currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910N-04-020.000
#0910N-04-018.000
#0910N-04-019.000

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Twenty-eight (28), REVISION OF MAGNOLIA GROVE, 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 3 at Page 36 (Copy Book 1A at Page 83) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcel currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910N-04-021.000
#0910N-04-039.000

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block Thirty-two (32), REVISION OF MAGNOLIA GROVE, 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 3 at Page 36 (Copy Book 1A at Page 83) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcels currently being assessed in the office of the Tax Assessor as Tax Parcel Numbers:
#0910N-04-040.000
#0910N-04-041.000
#0910N-04-042.000
#0910N-04-043.000
#0910N-04-044.000

Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block Thirty-one (31), REVISION OF MAGNOLIA GROVE, 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 3 at Page 36 (Copy Book 1A at Page 83) thereof, reference to which is hereby made in aid of and as a part of this description.

Parcel currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910N-04-045.000
#0910N-04-046.000

Lots One through Forty-one Inclusive (1-41 Inclusive), Block Twenty (20), lying East of the existing drainage canal, HEWES ADDITION, 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 3 at Page 10 (Copy Book 5A at Page 476B) thereof, reference to which is hereby made in aid of and as a part of this description.

AND ALSO The vacated alley approximately 15 feet wide by 501.16 feet, more or less, (public right-of-way) running east and west adjacent to tax parcel numbers 0911C-01-006.000 and 0911C-01-007.000, north of Lots 6 through 24 and south of Lots 25 through 36, Block 20, HEWES ADDITION.

LESS AND EXCEPT that portion of the above described property conveyed to the City of Gulfport, Mississippi, by Jane Stanley in the Deed recorded as Instrument Number 2006-7550-D-J1.

Parcel currently being assessed in the office of the Tax Assessor as Parcel Numbers:
#0910C-01-006.000
#0910C-01-007.000

AND ALSO:

That certain right, title and interest to the portion of the right-of-way of "D" Avenue between Lot 10, Block 20, EAST MAGNOLIA GROVE ADDITION and Lot 7, Block 24, REVISION OF MAGNOLIA GROVE, vacated by Ordinance Number 1687 of the City of Gulfport, adopted December 18, 1984, as appears of record in Book 1001, Pages 112-115 of the recorded of the Chancery Clerk aforesaid.

A segment of 29th Street located South of Block 24, Lots 7-12 and (tax parcel numbers 0910N-04-018.000 through 0910N-04-020.000) and is located north of Block Twenty-eight, Lots 1-6, (tax parcel 0910N-04-021.000) and measuring 50' x 325' plus or minus and is located in REVISION OF MAGNOLIA GROVE.

A segment of 29th Street located South of Block 20, Lots 10-15 and 25 feet of previously vacated "D" Avenue (tax parcels 0910N-03-011.000 through 0910N-03-013.000) and north of Block 21, Lots 4-9 (tax parcels 0910N-03-032.000 through 0910N-03-035.000) and measuring 50' x 275' plus or minus and is located in EAST MAGNOLIA GROVE ADDITION.

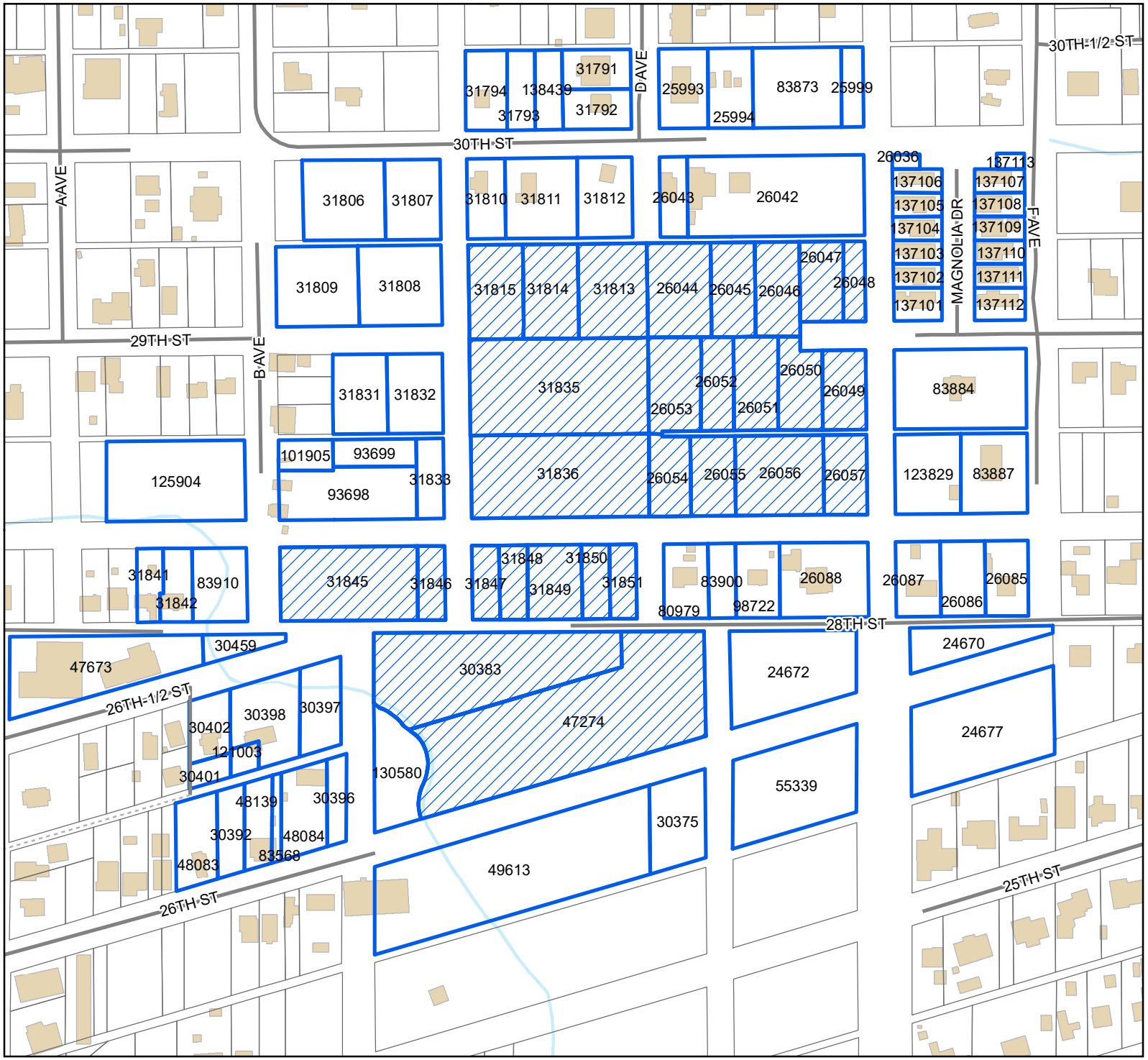
A segment of "D" Avenue located East of Block 28, Lots 6 & 7 (tax parcel numbers 0910N-04-021.000 and 0910N-04-039.000) located in the REVISION OF MAGNOLIA GROVE, and adjacent to 15' alley and West of Block 21, Lots 9 & 10 (tax parcels 0910N-03-035.000 and 0910N-03-036.000) located in the EAST MAGNOLIA GROVE ADDITION, and adjacent 15' alley measuring 50' x 305', more or less.

It is the intention of this conveyance to convey all of the streets and alleys vacated by the City of Gulfport, Mississippi, by that certain Ordinance No. 1687 recorded in Deed Book 1001 at Page 112, Ordinance No. 2392 recorded as Instrument Number 2004-4253-D-J1, and Ordinance No. 2478 recorded as Instrument Number 2007-10607-D-J1, all in the Land Deed records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to that certain easement reserved by the City of Gulfport in the aforesaid Ordinance No. 2392 recorded as Instrument No. 2004-4253-D-J1 for construction, operation and maintenance use by the City of Gulfport and providing that sewer services to remain to all city customers.

2606PC072

General Plan



Legend

- Site
- Street
- Alley
- Buildings
- Water Features

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		0910N-03-011.000	LACLEY, LLC (OWNER)	12523 HERRING ROAD	GULFPORT	MS	39503
			WILLIAM E KNESAL JR. (AGENT)	980 COURTHOUSE RD STE 901	GULFPORT	MS	39507
			Adjacent Property Owners (2606PC072)				
	25999	0910N-02-047.000	GRAVES ESTES D & DELLENE	330 30TH ST	GULFPORT	MS	39507
N	83873	0910N-02-046.000	GRAVES ESTES D & DELLENE	330 30TH ST	GULFPORT	MS	39501
N	25994	0910N-02-045.000	GRAVES ESTES D & DELLENE G	330 30TH ST	GULFPORT	MS	39501
N	25993	0910N-02-044.000	GRAVES DELLENE E	330 30TH ST	GULFPORT	MS	39507
	30402	0911C-01-021.000	ROBINSON CORRENA -L/E- ETAL	509 26 1/2 ST	GULFPORT	MS	39501
	26048	0910N-03-015.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	26047	0910N-03-014.000	RANDALL LUTHER S J ETAL	C/O M & E DEVELOPMENT	PASS CHRISTIAN	MS	39571
N	31813	0910N-04-020.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	26088	0910N-03-056.000	PEREZ CYNTHIA E NAVES & GUILLERMO	306 28TH STREET	GULFPORT	MS	39507
N	31849	0910N-04-042.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	31808	0910N-04-017.000	JONES HERMAN & ABENNA -TRUST-	610 29TH STREET	GULFPORT	MS	39507
	26087	0910N-03-055.000	CHILTON DAVID -TOD-	220 28TH ST	GULFPORT	MS	39507
N	31850	0910N-04-041.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	26086	0910N-03-054.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	98722	0910N-03-057.002	PITTMAN SARAH LOUISE	3702 BELMEDE DR	GULFPORT	MS	39507
N	31848	0910N-04-043.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	83884	0910N-03-030.000	MONTOYA DIGNA	305 29TH ST	GULFPORT	MS	39507
N	31831	0910N-04-023.000	PACE BESSIE R	2840 B AVE	GULFPORT	MS	39507
N	31814	0910N-04-019.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	31815	0910N-04-018.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	26045	0910N-03-012.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	80979	0910N-03-057.001	FINN WINIFRED ANN -L/E-	316 28TH ST	GULFPORT	MS	39507
N	26046	0910N-03-013.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	26085	0910N-03-053.000	FORD DUSTIN ROBERT	218 28TH ST	GULFPORT	MS	39507
N	83900	0910N-03-057.000	FINN WINIFRED ANN -L/E-	316 28TH ST	GULFPORT	MS	39507
N	31847	0910N-04-044.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	31794	0910N-05-044.000	TOBAR-CAMPOS JOSE ALBERTO	10419 W LANDON GREEN CIR	GULFPORT	MS	39503
	31812	0910N-04-001.000	PHILLIPS GREGORY MICHAEL	413 30TH ST	GULFPORT	MS	39501
	31832	0910N-04-022.000	PACE BESSIE RUTH	2840 B AVE	GULFPORT	MS	39507
N	26057	0910N-03-039.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	93698	0910N-04-037.001	BROOKS ROSE M	18 DEERWOOD DRIVE EAST	PERKINSTON	MS	39573
N	31842	0910N-04-048.000	SMITH ROBERT E	P O BOX 444	BILOXI	MS	4E+08
	55339	0911C-01-058.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	4E+08

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	30396	0911C-01-033.000	FREE WILL CHURCH OF GOD IN CHRIST	512 26 1/2 ST	GULFPORT	MS	39501
N	26053	0910N-03-035.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	31835	0910N-04-021.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	31846	0910N-04-045.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	31845	0910N-04-046.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	26055	0910N-03-037.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	26054	0910N-03-036.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	30397	0911C-01-008.000	STATE OF MISS #373				0
	31811	0910N-04-002.000	PHILLIPS GREGORY M	413 30TH ST	GULFPORT	MS	39507
	31807	0910N-04-004.000	WARD JOSEPH BENJAMIN	25429 PECAN RD	PASS CHRISTIAN	MS	39571
N	26049	0910N-03-031.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	26051	0910N-03-033.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	26043	0910N-03-010.000	SAVOY CATHERINE D	317 30TH STREET	GULFPORT	MS	39507
N	31806	0910N-04-005.000	JONES HERMAN & ABENNA -TRUST-	610 29TH STREET	GULFPORT	MS	39507
N	26044	0910N-03-011.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	31809	0910N-04-016.000	JONES ALLISIA L & ALLISON L	610 29TH STREET	GULFPORT	MS	39507
N	49613	0911C-01-055.000	GULFPORT CITY OF	P O BOX 321	GULFPORT	MS	39501
	31833	0910N-04-038.000	THOMAS JACK DELL & LADNER ANGELA D	944 CLEVELAND AVE	GULFPORT	MS	39507
N	93699	0910N-04-037.002	PACE JOHNNIE LEE -ESTATE-	2246 32ND STREET	GULFPORT	MS	39501
N	24677	0911C-01-004.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	4E+08
	31791	0910N-05-046.000	KRIMSON INVESTMENTS LLC	8218 RIDGEWOOD DR	KILN	MS	39556
N	31851	0910N-04-040.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
	48084	0911C-01-032.000	MCINNIS MARY	1704 21ST AVE, APT 67	GULFPORT	MS	39501
N	83568	0911C-01-031.001	JOHNSON RUFUS L	17084 HWY 53	GULFPORT	MS	39503
	48083	0911C-01-029.000	HUTCHINS LYNDA & HEATER JERROD	528 26TH ST	GULFPORT	MS	39507
	31792	0910N-05-047.000	HOLLIMAN VIRGINIA I -EST-	3001 D & 30TH STREET	GULFPORT	MS	39507
N	31810	0910N-04-003.000	PHILLIPS GREGORY MICHAEL	413-30TH ST	GULFPORT	MS	39507
N	26050	0910N-03-032.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	26052	0910N-03-034.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	83910	0910N-04-047.000	GULFPORT CITY OF				0
	31841	0910N-04-049.000	SMITH CHARLES E	516 28TH ST	GULFPORT	MS	39501
N	26056	0910N-03-038.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	24670	0911C-01-206.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	4E+08
N	24672	0911C-01-005.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	4E+08
	30392	0911C-01-030.000	JOHNSON RUFUS	512 26TH ST	GULFPORT	MS	39507
N	30401	0911C-01-022.000	ROBINSON CORRENA -L/E- ETAL	509 26 1/2 STREET	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	30375	0911C-01-056.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	4E+08
N	48139	0911C-01-031.000	JOHNSON RUFUS L	17084- HWY 53	GULFPORT	MS	39503
N	31836	0910N-04-039.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	101905	0910N-04-037.004	PACE JOHNNIE L -ESTATE- & CYNTHIA	2246 32ND ST	GULFPORT	MS	39501
N	30459	0911C-01-016.000	GULFPORT CITY OF				0
	47673	0911C-01-017.000	NGUYEN DUNG & XUAN THI	2735 LOST CHANNEL RD	BILOXI	MS	39531
	26042	0910N-03-009.000	WELLS AUDRA & RODNEY	327 30TH ST	GULFPORT	MS	39507
	83887	0910N-03-040.000	COMPTON GEORGINA R DAVIS & MICHAEL	136 BAYOU CIR	GULFPORT	MS	39507
	123829	0910N-03-040.001	DAVIS MICHAEL M	136 BAYOU CIRCLE	GULFPORT	MS	39507
	30398	0911C-01-009.000	DANIEL MONICA T LLC	129 W STEINS ST	ST LOUIS	MO	63111
N	121003	0911C-01-009.001	DANIEL MONICA T LLC	129 W STEINS ST	ST LOUIS	MO	63111
N	125904	0910N-04-036.001	PACE JOHNNIE LEE -ESTATE-	2246 32ND ST	GULFPORT	MS	39501
	137101	0910N-03-007.001	CIMALORE JOE & BEVERLY	4690 FAIRWAY LN	PINSON	AL	35126
	137109	0910N-03-007.009	AMERICAN PENSION SERVICES INC ADMIN	C/O DAVID K GEORGE	CANYON LAKE	TX	78133
	137104	0910N-03-007.004	URIBE ANGEL VEGA	2303 COLLINS BLVD	GULFPORT	MS	39507
	137108	0910N-03-007.008	WATSON TRACY	2964 MAGNOLIA CT	GULFPORT	MS	39507
	137105	0910N-03-007.005	WILSON DARNELL JOSEPH	2965 MAGNOLIA CT	GULFPORT	MS	39507
	137107	0910N-03-007.007	HODGES STEPHEN JAMES & JOYCE MARIE	266 B BRUNSWICK AVE WEST	SUPPLY	NC	28462
	137112	0910N-03-007.012	HANEY JUDE T & KENYANTI M	13 HARTFORD CT	HATTIESBURG	MS	39402
	137111	0910N-03-007.011	GUTIERREZ TOM & HALELA NGUYEN	9438 CARRIAGEWOOD DR	GULFPORT	MS	39503
	137102	0910N-03-007.002	DENTON CARL W	2917 MAGNOLIA CT	GULFPORT	MS	39507
	137110	0910N-03-007.010	GEORGE DAVID K	1029 THUNDERBOLT RD	CANYON LAKE	TX	78133
	137103	0910N-03-007.003	SMITH KEVIN	68-37 108TH STREET APT 2F	FLUSHING	NY	11375
	137106	0910N-03-007.006	NENADICH CLAYTON & KARA DANIELS	2981 MAGNOLIA DR	GULFPORT	MS	39507
N	26036	0910N-03-007.000	GULFPORT CITY OF				0
N	137113	0910N-03-007.013	GULFPORT CITY OF				0
	138439	0910N-05-045.000	CASEY KENYA	315 31ST ST	GULFPORT	MS	39507
N	31793	0910N-05-045.000	CASEY KENYA	315 31ST ST	GULFPORT	MS	39507
N	130580	0911C-01-006.000	GULFPORT CITY OF	327 30TH AVE	GULFPORT	MS	39507
N	30383	0911C-01-007.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571
N	47274	0911C-01-006.000	STARKS INVESTMENTS INC OF MS	150 ESPY AVE	PASS CHRISTIAN	MS	39571

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Planning Comission Approval 2606PC073: Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2606PC073

Hearing Date: May 28, 2026

Current Zoning/Use: B-4 / Commercial Building

Legal: Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

TECHNICAL DETAILS

The applicant is seeking approval for a church use at the subject property. The property is a commercially zoned property containing a commercial building housing various commercial businesses ranging from a nail salon and a medical clinic to contracting offices and a pharmacy. The applicant notes that water and sewer service would be provided by the City of Gulfport, and states that the proposed business will not cause an undo traffic hazard. Upon staffs review of the proposed use, the applicant has noted that they would have 35 seats for the church use. The current parking ordinance requires 1 parking space per 4 seats, meaning the church use would be required to have 9 regular parking spaces and one van accessible ADA compliant parking space. From staff review of the subject site, staff noted that there is more than enough parking on site to accommodate the proposed church use alongside the existing commercial businesses. The applicant also notes that they are not aware of any businesses that would be negatively affected by the church. Upon staff review of the nearby area staff noted that nearby commercial businesses on neighboring properties included restaurants, a daycare, law firm offices, contractor's offices, and another church use. Planning Staff did not find any commercial businesses that are required to meet distance requirements from churches in the nearby area, such as liquor stores, freestanding lounges, or medical cannabis dispensaries.

EXECUTIVE SUMMARY

The applicant is seeking approval for a church use at the subject property. The property is a commercially zoned property containing a commercial building housing various commercial businesses ranging from a nail salon and a medical clinic to contracting offices and a pharmacy. The applicant notes that water and sewer service would be provided by the City of Gulfport, and states that the proposed business will not cause an undo traffic hazard. Upon staffs review of the proposed use, the applicant has noted that they would have 35 seats for the church use. The current parking ordinance requires 1 parking space per 4 seats, meaning the church use would require to have 9 regular parking spaces and one van accessible ADA compliant parking space. From staff review of the subject site, staff noted that there is more than enough parking on site to accommodate the proposed church use alongside the existing commercial businesses. The applicant also notes that they are not aware of any businesses that would be negatively affected by the church. Upon staff review of the nearby area staff noted that nearby commercial businesses on neighboring properties included restaurants, a daycare, law firm offices,

contractor's offices, and another church use. Planning Staff did not find any commercial businesses that are required to meet distance requirements from churches in the nearby area, such as liquor stores, freestanding lounges, or medical cannabis dispensaries.

Any approval should consider these conditions:

1. Approval allows for a church use at this location.
2. Parking lot stripping will need to meet the Occupant editor of the MUTCD & the City of Gulfport Construction Standards.
3. Must comply with all current Building Codes and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

Engineering:	No conditions. Memo dated 5/15/26.
Public Works:	No conditions. Memo dated 5/15/26.
Traffic and Safety:	Parking lot stripping will need to meet the Occupant editor of the MUTCD & the City of Gulfport Construction Standards. Memo dated 5/18/26.
Building Code Services:	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 5/8/26.
GIS:	No conditions. Memo dated 5/15/26.
Police Department:	No comment as of 5/15/26.
Fire Department:	No conditions. Memo dated 5/6/26.
City Arborist:	No conditions. Memo dated 5/7/26.
Landscape Manager:	No conditions. Memo dated 5/6/26

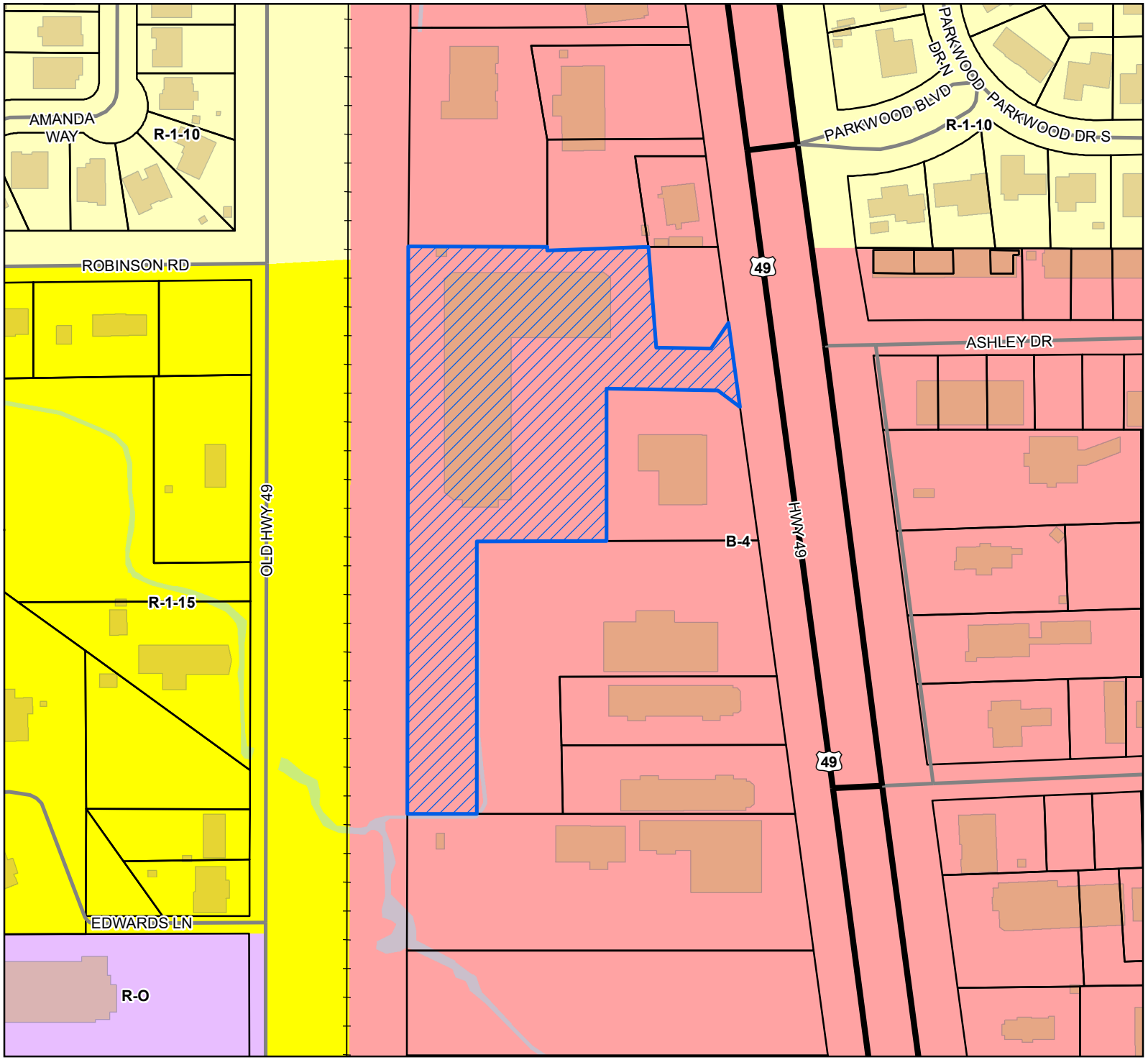
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2606PC073

Planning Commission Approval



Site
US or State Highway
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-4 - Highway Business District

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

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

R-O - Residence-Office

Site Information

0808E-04-001.000
Zoning: B-4 (Highway Business)
Size: 183915.86 sqft
Flood: X

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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

Revision date 11/2/2020

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

APPLICATION FOR PLANNING COMMISSION APPROVAL

For Staff Use Only

Case Number: 2606PC073
Date Received: 4-8-26
Receipt Number: 13792382
Received By: WD
Zoning: B-4
Ward: 7 Flood: X
Size: 4.22 Acres

Property Information

TAX PARCEL # 0808E-04-001.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 12261 Hwy 49 Unit 7, Gulfport, MS 39503

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

General Location:_____

GENERAL DESCRIPTION OF REQUEST:
Requesting approval for Church use with 35 seats

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Michael Fudge	Michael Borries
Printed Name of Owner	Printed Name of Agent
2304 West Jackson Ave, Suite 104	13716 Chase Meadow Way
Mailing Address	Mailing Address
Oxford MS 38655	Gulfport MS 39503
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature of Owner	**Signature of Agent**

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

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

Designation of Agent

I, Michael Fudge (PRINT NAME), being property owner of 12261 Hwy 49 Unit 7, Gulfport, MS 39503 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize Michael Borries (PRINT NAME) to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Michael Fudge — 7 April 2026

Signature — *Da*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of April, 20 26

Stacy N. Cofer

Notary Public

STATE OF MISSISSIPPI STACY N COFER ID No. 36839 NOTARY PUBLIC My Commission Expires Oct. 21, 2028 LAFAYETTE COUNTY

Oct. 21, 2028

Commission Expiration

ACCESS IS ON Hwy 49

WATER IS supplied by GulFport WATER AND SEWER.

WASTE disposAl IS SupplIED by GulFport

FIRE AND Police protection: GulFport Police AND FIRE DEPARTMENTS

WE Will not CAUSE undo TRAFFIC CONGESTION OR CREATE A TRAFFIC HAZARD BECAUSE the TRAFFIC INCURRED during the WEEK IS much higher THAN ON SUNDAY MORNING At 10:00 AND WEDNESDAY EVENING At 6:30. OTHER BUSINESSES ARE closed At that TIME.

I AM not AWARE OF ANY BUSINESSES OR other ENTITIES that WE would AFFECT by NEGATIVELY our church.



1 inch = 104

Area Ma

Parcels

Printed 3/31/202

N

GULFPORT MISSISSIPPI 18 98 ANCHORED IN EXCELLENCE

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.

1st JUDICIAL DISTRICT
Instrument 2022-0026045-D-J1
Filed/Recorded 10/14/2022 9:55:01 AM
Total Fees 26.00
4 Pages Recorded

PREPARED BY AND RETURN TO:
Zachary M. Bonner, MSB: 103153, TN: BPR 035908
TANNEHILL & CARMEAN, PLLC
829 North Lamar Boulevard, Suite 1
Oxford, Mississippi 38655
Telephone: (662) 236-9996
Facsimile: (662) 234-3949

Indexing Instructions: a parcel of land located in the NW 1/4 of the SW 1/4 of Section 4, Township 7 South, Range 11 West Harrison County, Mississippi

GRANTOR:
Taco South, LLC
P.O. Box 3226
Gulfport, MS 39505
Telephone: 228-677-7441
Telephone: n/a

GRANTEE:
Michael W. Fudge
200 Hwy 51 South
Batesville, MS 38606
Telephone: 662-934-6875
Telephone: n/a

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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, **Taco South, LLC,** does hereby sell, convey and warrant unto **Michael W. Fudge, as sole owner,** a certain lot or parcel of land lying and being situated in Harrison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land situated and being located in the NW ¼ of the SW ¼ of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows: Commence at an old iron pipe located at the Northwest Corner of the NW ¼ of the SW ¼ of said Section 4; thence S 89° 54' 56" E 22.07 feet along the north line of said NW ¼ of the SW ¼, to the intersection with the east right of way of Midsouth Rail Corp (formerly Gulf & Ship Island

File No.:22-0831

Railroad), said intersection being the Point of Beginning; thence continue S 89° 54' 56" E 445.00 feet along said north line of the NW ¼ of the SW ¼, to the intersection with the west right of way of U.S. Highway 49; thence S 07° 22' 00" E 430.80 feet along said west right of way of U.S. Highway 49; thence N 89° 54' 56" W 402.68 feet; thence S 00° 19' 58" W 396.01 feet; thence N 89° 50' 17" W 100.10 feet to the east right of way of Midsouth Rail Corp; thence N 00° 20' 13" E 823.04 feet along said east right of way of Midsouth Rail Corp, to the said Point of Beginning. Said parcel of land contains 5.557 acres, more or less.

LESS AND EXCEPT THE FOLLOWING THREE TRACTS:

A parcel of land situated in the NW ¼ of the SW ¼ of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows: Commence at an old iron pipe located at the Northwest corner of the NW ¼ of the SW ¼ of Section 4; thence S 89° 54' 56" E 22.07 feet along the north line of said NW ¼ of the SW ¼, to the intersection with the east right of way of Midsouth Rail Corp. (formerly Gulf & Ship Island Railroad), thence continue along said half section line, S 89° 54' 56" E for a distance of 196.19 feet; thence run S 01° 08' 08" W a distance of 6.04 feet to an iron rod and the Point of Beginning; thence run N 01° 08' 08" E a distance of 6.04 feet to an iron rod; thence run S 89° 54' 56" E, for a distance of 143.81 feet; thence run S 05° 24' 54" E a distance of 2.57 feet to an iron rod marking the East end of an agreed upon Boundary line; thence run S 88° 42' 06" W along said agreed upon Boundary line for a distance of 144.21 feet to the Point of Beginning.

Also,

A parcel of land situated and being located in the NW ¼ of the SW ¼ of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows: Commence at an old iron pipe located at the Northwest Corner of the NW ¼ of the SW ¼ of Section 4; thence South 89 degrees 54 minutes 56 seconds East 22.07 feet along the north line of said NW ¼ of the SW ¼, to the intersection with the east right of way of Midsouth Rail Corp. (formerly Gulf & Ship Island Railroad) thence continue South 89° 54 minutes 56 seconds East 445.00 feet along said north line of the NW ¼, of the SW ¼, to the intersection with the west right of way of U.S. Highway 49, thence South 07 degrees 22 minutes 00 seconds E 232.15 feet along said W right of way of U.S. Highway 49, to the Point of Beginning; thence continue along said west right of way South 07 degrees 22 minutes 00 seconds East a distance of 198.65 feet; thence North 89 degrees 54 minutes 56 seconds West 220.38 feet; thence North 00 degrees 05 minutes 04 seconds East a distance of 220.28 feet; thence South 89 degrees 54 minutes 56 seconds E a distance of 161.25 feet; thence South 54 degrees 58 minutes 29 seconds East a distance of 40.70 feet to the Point of Beginning. Said parcel of land contains 1.03 acres more or less.

And also,

A parcel of land situated and being located in the NW ¼ of the SW ¼ of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:
Commence at an old iron pipe located at the Northwest corner of the NW ¼ of the SW ¼ of Section 4; thence South 89 degrees 54 minutes 56 seconds East 22.07 feet along the north line of said NW ¼ of the SW ¼, to the intersection with the east right of way of

Midsouth Rail Corp.(formerly Gulf & Ship Island Railroad); thence continue South 89 degrees 54 minutes 56 seconds East 445.00 feet along said north line of the NW ¼ of the SW ¼, to the intersection with the west right of way of U.S. Highway 49, said intersection being the Point of Beginning; thence South 07 degrees 22 minutes 00 seconds East 110.71 feet along said west right of way of U.S. Highway 49; thence run South 34 degrees 32 minutes 30 seconds West 45.00 feet; thence North 89 degrees 54 minutes 56 seconds West 79.69 feet; thence North 05 degrees 26 minutes 29 seconds West 147.57 feet to the North line of said quarter; thence South 89 degrees 54 minutes 56 seconds East 105.0 feet to the Point of Beginning. Said parcel contains 15,228 square feet.

INDEXING INSTRUCTIONS:
NW ¼ of the SW ¼ of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi

Together with all of the appurtenances, tenements and hereditaments thereto, with every privilege, right title, interest and estate, revision, remainder and easement thereto belonging or in anywise appertaining.

This Warranty Deed is subject to the rights of way and easements for public roads and public utilities, and to any prior conveyance or reservation of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, or under subject property. This property is also subject to any matters which an accurate survey would reveal, and to zoning ordinances for the city, county and any other federal, state or local land use regulations affecting the use, condition or occupancy of said real property.

This Warranty Deed is subject to existing restrictive covenants of record including, but not limited to the applicability or existence of restrictions as to the use and occupancy which were set out in deed from L. N. Dantzler Lumber Company in **Deed Book 239, Page 126.**

This Warranty Deed is subject to a drainage and Utility Easement and Ingress and Egress Easement to Tellus Development, LTD. recorded in **Instrument 2008-711D-J1.**

This Warranty Deed is subject to an Order in favor of the City of Gulfport, Mississippi (as to a perpetual public utility sanitary sewerage easement, perpetual water easement, and temporary construction easement) recorded in **Book 1613, Page 121.**

This Warranty Deed is subject to the matters set forth on that Re-subdivision recorded in **Instrument 2007-12420D-J1.**

This Warranty deed is further subject to the right of tenants in possession, as tenants only, under unrecorded leases.

Ad Valorem taxes for the current year, which are not yet due and payable, have been pro-rated on an estimated basis by the Grantors and the Grantees as of the date of this conveyance. If actual taxes differ from the estimate, Grantor and Grantee agree to adjust the pro-ration and the party owing taxes shall pay such amount to the other party.

Any outstanding county or city solid waste invoices are the responsibility of the Grantor as of the date of the filing of this instrument.

WITNESS ITS SIGNATURE, on this 11th day of October, 2022.

TACO SOUTH, LLC

By: _____(SEAL)
Robert T. Schwartz, Authorized Signatory

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Taco South, LLC, a Mississippi Limited Liability Company, by Robert T. Schwartz, as Authorized Signatory of Taco South, LLC, who acknowledged that he signed and delivered the above and forgoing instrument on the day and year there mentioned, as the act and deed of said Limited Liability Corporation and for the purposes set forth therein, being first duly authorized to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 11th day of October, 2022.

_____
NOTARY PUBLIC

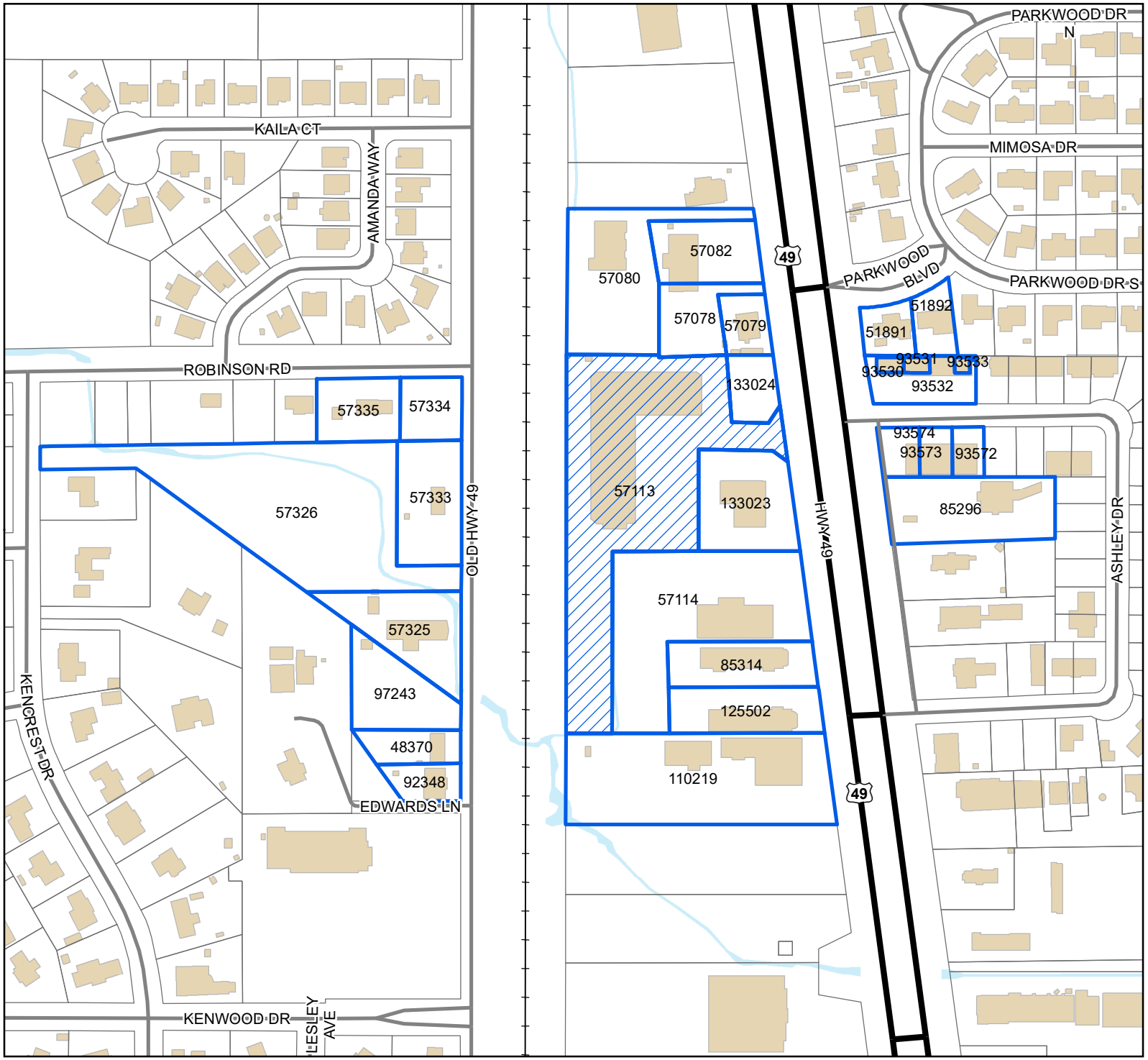
(SEAL)
My Commission Expires:_____

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 4831
CYNTHIA D. CUEVAS
Commission Expires
June 22, 2026
HARRISON COUNTY

File No.:22-0831

2606PC073

Planning Commission Approval



Legend

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

0 40 80 120

Yards

1 inch = 300 feet

N W E S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0808E-04-001.000	MICHAEL FUDGE (OWNER)	2304 WEST JACKSON AVE, STE 104	OXFORD	MS	38665
			MICHAEL BORRIES (AGENT)	13716 CHASE MEADOW WAY	GULFPORT	MS	39503
			Adjacent Property Owners (2606PC073)				
N	85296	0808E-02-030.001	KEESLER FEDERAL CREDIT UNION	CALLER SERVICE #7001	BILOXI	MS	39534
	57114	0808E-04-002.000	STORE MASTER FUNDING II LLC	8501 E PRINCESS DR STE 1910	SCOTTSDALE	AZ	85255
	93574	0808E-02-030.046	DLG ENTERPRISES	21435 MENNONITE RD	GULFPORT	MS	39503
	57325	0708H-02-009.001	KENWOOD MISSIONARY BAPTIST CHURCH	11432 KING ST	GULFPORT	MS	39503
N	93573	0808E-02-030.045	DLG ENTERPRISES	21435 MENNONITE RD	GULFPORT	MS	39503
	93533	0808E-02-030.006	WILLIAMS MICHAEL O	424 COURTHOUSE RD	GULFPORT	MS	39507
N	93572	0808E-02-030.044	DLG ENTERPRISES	21435 MENNONITE RD	GULFPORT	MS	39503
	92348	0708H-02-011.002	WARD DIDGRIE C & HYMAN NICOLE R	12325 CHARWOOD DR	GULFPORT	MS	39503
	51891	0808D-03-101.000	MCKINNEY MICHAEL	15461 PARKWOOD BLVD	GULFPORT	MS	39503
	93530	0808E-02-030.002	STROJNY & MILLIGAN LLC	453 ALICIA DRIVE	BILOXI	MS	39531
	93531	0808E-02-030.003	WILLIAMS MICHAEL OWEN	424 COURTHOUSE DR	GULFPORT	MS	39507
	57326	0708H-02-009.000	DONALD CHESTER C	12237 OLD HWY 49	GULFPORT	MS	39503
N	97243	0708H-02-011.003	KENWOOD MISSIONARY BAPTIST CHURCH	11432 KING ST	GULFPORT	MS	39503
	110219	0808E-04-004.002	DANIEL KENNEDY PROPERTIES LLC	3049 S SHERWOOD FOREST BLVD	BATON ROUGE	LA	70816
	48370	0708H-02-011.000	PHAN KEVIN	12177 OLD HWY 49	GULFPORT	MS	39503
	133023	0808E-04-001.000	FUDGE MICHAEL W	3838 MAJESTIC OAKS DR	OXFORD	MS	38655
	93532	0808E-02-030.004	WILLAIMS MICHAEL O	P.O. BOX 8333	GULFPORT	MS	39502
	57334	0708H-02-001.000	GORDON L DEAN	6070 HWY 44 N E	JAYESS	MS	39641
	57335	0708H-02-002.000	MAERZ MICHAEL	16031 ROBINSON RD	GULFPORT	MS	39503
	51892	0808D-03-100.000	WALKER BRODIE S SR & MARTHIA	15455 PARKWOOD BLVD	GULFPORT	MS	39503
	57333	0708H-02-010.000	DONALD CHESTER CHARLES	16067 ROBINSON RD	GULFPORT	MS	39503
	125502	0808E-04-003.001	E&B ENTERPRISES LLC	12207 HWY 49	GULFPORT	MS	39503
	85314	0808E-04-003.000	CRB HOLDINGS LLC	12199 HIGHWAY 49	GULFPORT	MS	39503
	133024	0808E-04-001.000	TACO SOMBRERO INC	12275 HIGHWAY 49	GULFPORT	MS	39503
	57080	0808D-04-010.000	TDL OFFICE LLC	PO BOX 3630	BAY ST LOUIS	MS	39521
	57082	0808D-04-009.000	ANTHONY'S INVESTMENTS LLC	13386 ROAD 513	SAUCIER	MS	39571
N	57079	0808D-04-012.000	TACO SOMBRERO INC	12275 HWY 49 N	GULFPORT	MS	39503
N	57113	0808E-04-001.000	FUDGE MICHAEL W	200 HWY 51 SOUTH	BATESVILLE	MS	38606
N	57078	0808D-04-011.000	ANTHONY'S INVESTMENTS LLC	13386 ROAD 513	SAUCIER	MS	39574

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 13551392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Planning Commission Recommendation

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Zoning Map Amendment 2605PC068: Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2605PC068

Hearing Date: May 28, 2026

Current Zoning/Use: T6 / Vacant Property

Legal: Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

(a) *Error*. There is a manifest error in the article.
(b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
(c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
(d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
(e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
(f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove**, by **clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone three parcels approximately 19,509 square feet in total area from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"). The applicant justifies the amending of the zoning map due to a change in character of the neighborhood and the need for single family homes in the area. The applicant states that building permits in the area issued for new homes nearby support their request. The applicant proposes a development schedule that would involve the construction of one single family home in 2026. The applicant claims that the next two homes will be constructed after the completion of the first.

It is clear to staff that the character of the neighborhood has changed. The most recent zoning map amendment in the area approved by City Council is case 2507PC091 which changed the zoning from T5 (Urban Center Zone) to T4+. It should also be noted that this area has had several approved zoning map amendments such as with the cases 2301PC001 which rezoned from T6 to T4+; 2102PC024, which rezoned from T6 to T4+; and 2410PC163, which rezoned from T6 to T4+.

EXECUTIVE SUMMARY

The applicant is requesting to rezone three parcels from T6 to T4+ in order to develop single family homes. The applicant has proposed a development schedule that includes building one single family home in 2026 with the next two to come after the first is completed. The applicant claims, due to the change in the neighborhood, the zoning map amendment is justified. It Is clear to staff that the character of the neighborhood has changed. Approved zoning map amendments in the immediate area include 2507PC091, 2410PC163, 2301PC001, and 2102PC024. The applicant does not directly state the public need for the rezoning but it can be reasonably assumed based on the applicant's statements that they believe single family homes are in demand in the area which constitutes a public need in their opinion.

Any approval should consider these conditions:

1. Approval would grant applicant to rezone property from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus") zoning district. The Planning Commission can only offer recommendations; the City Council will have final decision for the rezoning.

DIRECTOR APPROVAL

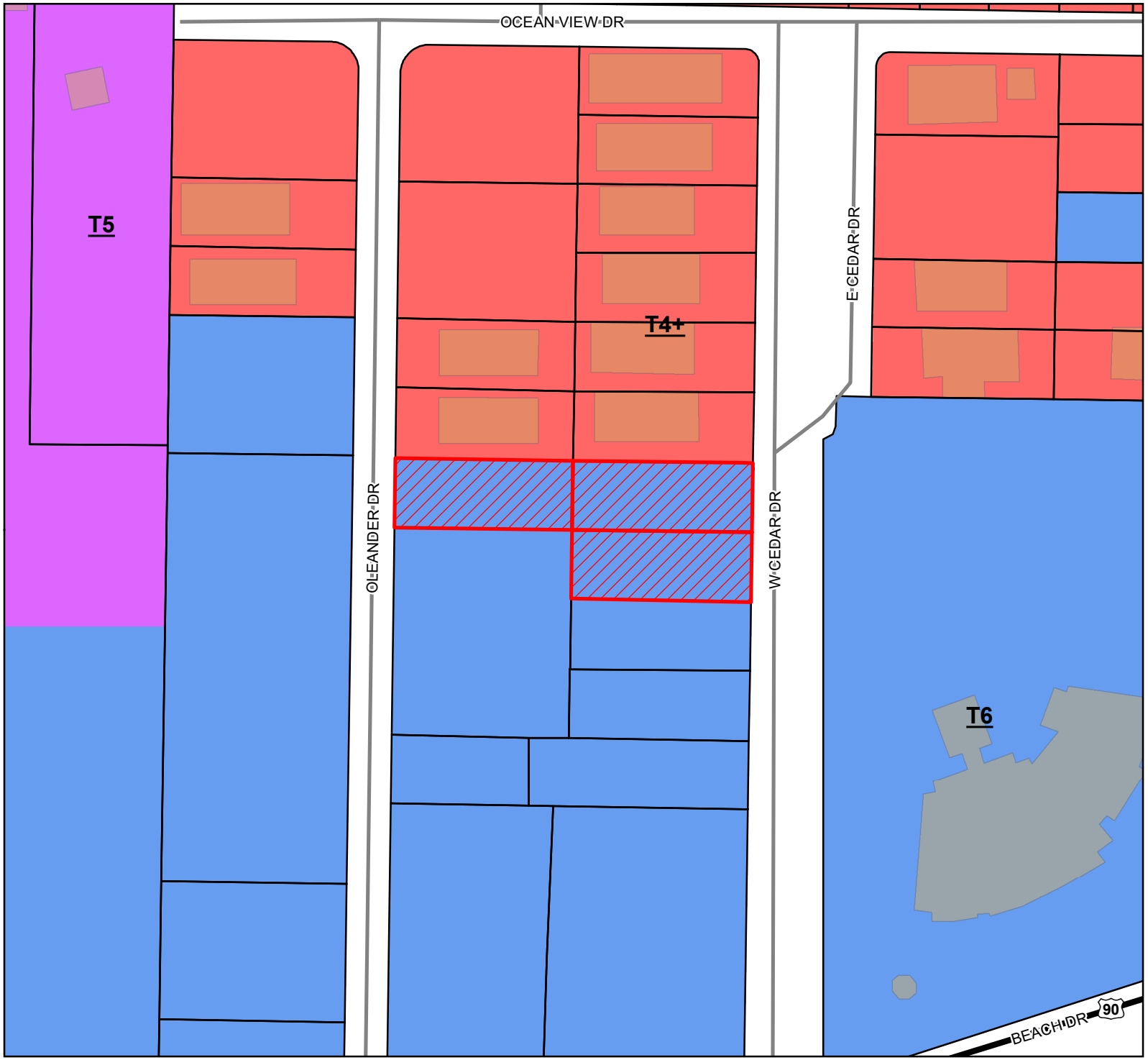
This report has been reviewed and approved by:

Greg S. H

Greg Holmes
Director of Urban Development Department

2605PC068

Zoning Map Amendment



Site
US or State Highway
Street
Parcels
Buildings

Smart Code

T6
T5
T4+

Site Information

1011D-01-044.001
1011D-01-044.000
1011D-01-035.000
Zoning: T6 (Urban Core Zone)
Size: 19,509.27 sqft
Flood: AE

0 10 20 30
Yards

1 inch = 100 feet

N
W E
S

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

Revision date 12/15/2020

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

For Staff Use Only

Case File #: 2605P1068
Date Received: 9/7/2026
Receipt #: 1378920
Received By: BL
Zoning: T6
Ward: T6 Flood: A E

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL # 1011D-01-044.001
1011D-01-044.000
1011D-01-035.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 144 Oleander Dr, lot 39 + 40 West Cedar Dr.

Lot(s) 44, 39, 40, Block(s) _____, Subdivision Lakeland

General Location: _____

GENERAL DESCRIPTION OF REQUEST: Rezone from T6 to T4+

OWNERSHIP AND CERTIFICATION:

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

OWNER

Don D Perkins
Printed Name of Owner

520 Brookway Blvd.
Mailing Address

Brookhaven MS 39601
City State Zip code

Home Phone Work/Cell Phone

Email

Don Perkins
Signature of Owner

AGENT

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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

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

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

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

NAME OF OWNER (PRINT) W. Illiam W. Perkins Jr.

ADDRESS (STREET, CITY, STATE, ZIP CODE 405 Perkins Dr, Brookhaven, MS. 39601

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1011D-01-044-000

SIGNATURE: William W. Perkins

NAME OF OWNER (PRINT) The W. Illiam and Betty Ann Perkins Family Trust

ADDRESS (STREET, CITY, STATE, ZIP CODE 405 Perkins Drive, Brookhaven, MS 39601

PHONE # _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1011D-01-035-000

SIGNATURE: Betty Ann Perkins

NAME OF OWNER (PRINT) Don D. Perkins

ADDRESS (STREET, CITY, STATE, ZIP CODE 2178 Hwy 51 N E Brookhaven, MS 39601

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED 1011D-01-044.001

SIGNATURE: Don D Perkins

(Use additional forms as needed)

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

REZONING JUSTIFICATION STATEMENT

Property: West Cedar Drive and Oleander Drive, Gulfport, Mississippi
Lots: Three (3) Residential Parcels – Each 50' x 130'
Applicant: Don Perkins

This rezoning request is based on substantial and documented changes in the character and development pattern of the surrounding neighborhood.

Adjacent properties are developed as single-family residences. In recent years, new residential construction has occurred in the immediate area, supported by building permits issued for new homes nearby. Vacant lots are actively being developed, and property values in the area are increasing.

These factors demonstrate a clear transition toward residential stability and reinvestment. The current zoning classification no longer reflects the prevailing land use pattern along West Cedar Drive and Oleander Drive.

The proposed use of the three properties is single-family residential development that is compatible in scale and design with surrounding homes. Each 50' x 130' lot is consistent with nearby parcels and supports orderly residential development.

Proposed Development Schedule:
- Construction of one (1) single-family residence will commence in 2026.
- Upon completion of the first residence, development of the remaining two (2) single-family residences is projected to follow in subsequent phases.

Approval of this request will:
- Align zoning with existing land use
- Reinforce neighborhood stability
- Support continued reinvestment
- Promote consistency in development patterns

This rezoning recognizes the evolving character of the area and serves the public interest by ensuring compatibility and orderly growth.

Respectfully submitted,

Don Perkins

Don Perkins

2178 Highway 51 Northeast
Brookhaven, Mississippi 39601
601-757-3053

April 5, 2026

Planning Department
City of Gulfport
Gulfport, Mississippi

RE: Rezoning Application – West Cedar Drive and Oleander Drive (Three Residential Lots)

Dear Members of the Planning Commission,

Please accept this letter as a formal request for the rezoning of three (3) parcels located on West Cedar Drive and Oleander Drive in Gulfport, Mississippi.

This request is based on the substantial change in the character and development pattern of the surrounding neighborhood. Adjacent properties are developed as single-family residences, and recent years have seen continued residential construction in the immediate area. Building permits have been issued for new homes nearby, vacant lots are being developed, and property values are increasing. The existing zoning classification no longer reflects the prevailing residential character of the neighborhood.

The intended use of these parcels is single-family residential development that is compatible in scale and design with surrounding homes. Each lot measures approximately 50 feet by 130 feet and is consistent with nearby parcel sizes.

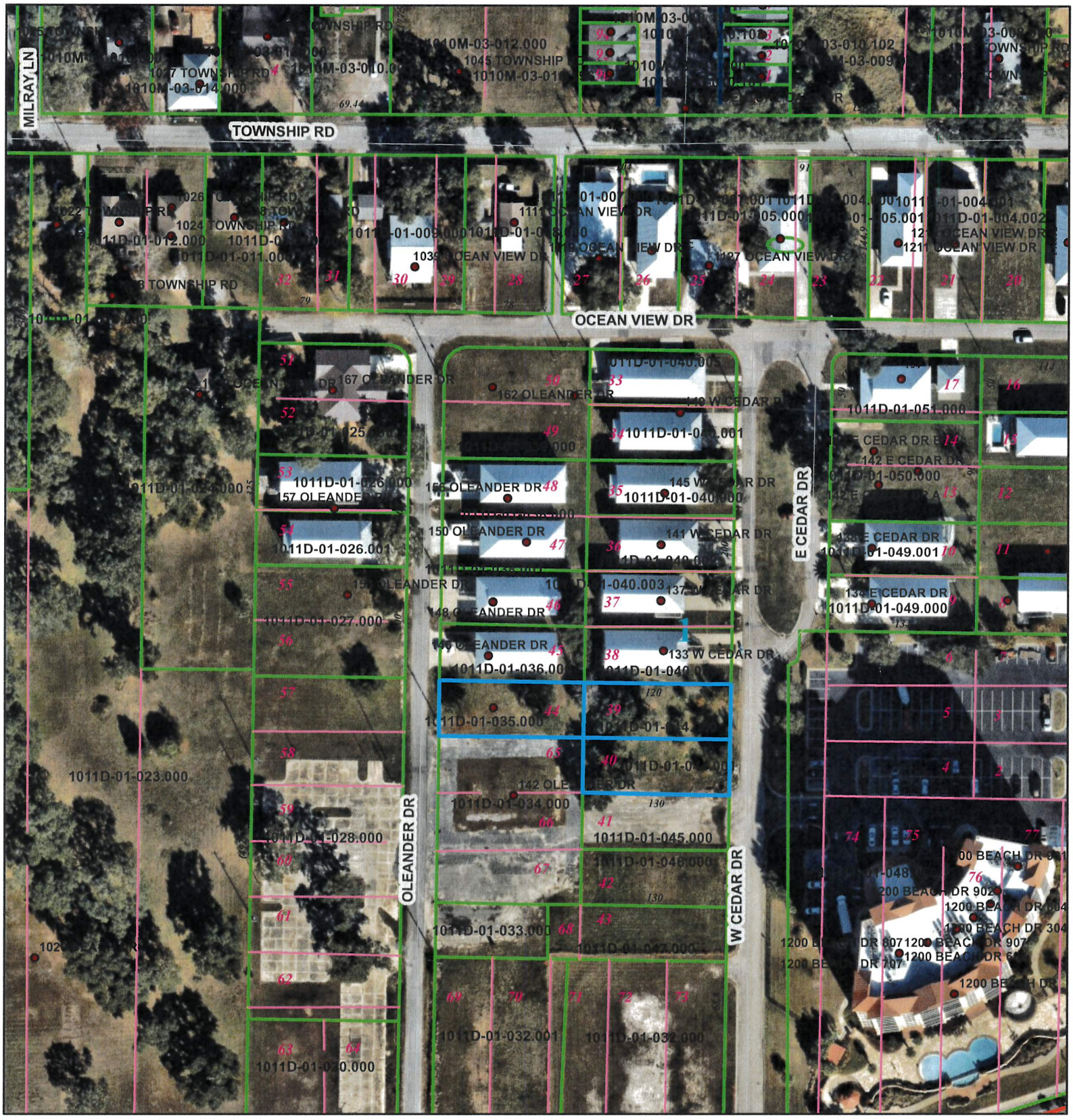
Proposed Development Schedule:
• Construction of one (1) single-family residence is planned to begin in 2026.
• Upon completion of the first residence, the remaining two (2) single-family homes are projected to be developed in subsequent phases.

This request aligns zoning with existing land use patterns and supports orderly residential growth and neighborhood stability.

I respectfully request your consideration and approval of this rezoning application. Please feel free to contact me should additional information be required.

Sincerely,

Don Perkins



1 inch = 116 feet

Area Map

Parcels

Printed 2/26/2026

N

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.

GULFPORT MISSISSIPPI 18 98 ANCHORED IN EXCELLENCE

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

1st Judicial District
Instrument 2005 14927 D J1
Filed/Recorded 5 4 2005 3 51 P
Total Fees 12.00
3 Pages Recorded

ENTERED ON ASSESSMENT

WARRANTY DEED AND QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned WILLIAM W. PERKINS, SR. (who is one and the same person as William W. Perkins) and BETTY ANN PERKINS (who is one and the same person as Betty Ann N. Perkins), husband and wife, as Grantors, do hereby sell, convey and warrant unto our son, WILLIAM W. PERKINS, JR., as Grantee, the following land which is situated and located in the First Judicial District of Harrison County, Mississippi, more particularly described, to-wit:

> Lot 39, less a portion in the Northeast corner thereof measuring five feet North and South and ten feet East and West, of the Resubdivision of part of Lakeland Subdivision situated in Fractional Section 6, Township 8 South, Range 10 West, Harrison County, Mississippi, as per map or plat thereof on file and of record in Book 15, Page 42 (Copy Book 6-A, Page 570) of the Plat Records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

For the same consideration set out above, we, the hereinabove-named Grantors, do hereby sell, convey and quitclaim unto our son, WILLIAM W. PERKINS, JR., as Grantee, all of our right, title, claim and interest in and to the following land which is situated and located in the First Judicial District of Harrison County, Mississippi, more particularly described, to-wit:

> That certain parcel of land measuring five feet North and South and ten feet East and West in the Northeast corner of Lot 39 of the Resubdivision of part of Lakeland Subdivision situated in Fractional Section 6, Township 8 South, Range 10

West, Harrison County, Mississippi, as per map or plat thereof on file and of record in Book 15, Page 42 (Copy Book 6-A, Page 570) of the Plat Records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property; to any and all prior recorded reservations, conveyances and leases of oil, gas and other minerals; and to the lien for current taxes which are not yet due.

The Grantee assumes and agrees to pay when due all ad valorem taxes and other assessments for the year 2005.

The above-described property is no part of the homestead of either of the Grantors herein.

WITNESS our signatures on this 4th day of May, 2005.

William W. Perkins Sr.
William W. Perkins, Sr.

Betty Ann Perkins
Betty Ann Perkins

STATE OF MISSISSIPPI

COUNTY OF Harrison

This day personally appeared before me, the undersigned notary public in and for the aforesaid county and state, within my jurisdiction, WILLIAM W. PERKINS, SR. and BETTY ANN PERKINS, each of whom, separately and individually, acknowledged that he or she executed the above and foregoing document, being a Warranty Deed and Quitclaim Deed.

WITNESS my signature and official seal of office on this 4th day of May, 2005.

Eleanor C. Johnson
Notary Public

My Commission Expires:

May 19, 2007

ELEANOR C. JOHNSON NOTARY PUBLIC HARRISON COUNTY, MS

THIS DOCUMENT PREPARED BY:

Paul M. Newton, Sr. (Bar No. 03834)
Newton and Hoff, L.L.P.
2019 23rd Avenue
Post Office Box 910
Gulfport, Mississippi 39502-0910
Telephone No.: (228) 863-8827
Facsimile No.: (228) 868-6007

FILING INSTRUCTIONS

GRANTORS:

William W. Perkins, Sr.
Betty Ann Perkins
415 Natchez Road
Brookhaven, Mississippi 39601
Telephone: (601) 833-2718

GRANTEE:

William W. Perkins, Jr.
Post Office Box 750
Brookhaven, Mississippi 39601
Telephone: (601) 835-1248

INDEXING INSTRUCTIONS

Resubdivision of Part of Lakeland Subdivision:

Lot 39

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument 2005 14929 D -J1
Filed/Recorded 5 4 2005 3 55 P
Total Fees 12.00
3 Pages Recorded

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, the undersigned WILLIAM W. PERKINS, SR. (who is one and the same person as William W. Perkins) and BETTY ANN PERKINS (who is one and the same person as Betty Ann N. Perkins), husband and wife, as Grantors, do hereby sell, convey and warrant unto our son, DON D. PERKINS, as Grantee, the following land which is situated and located in the First Judicial District of Harrison County, Mississippi, more particularly described, to-wit:

> Lot 40 of the Resubdivision of part of Lakeland Subdivision situated in Fractional Section 6, Township 8 South, Range 10 West, Harrison County, Mississippi, as per map or plat thereof on file and of record in Book 15, Page 42 (Copy Book 6-A, Page 570) of the Plat Records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property; to any and all prior recorded reservations, conveyances and leases of oil, gas and other minerals; and to the lien for current taxes which are not yet due.

The Grantee assumes and agrees to pay when due all ad valorem taxes and other assessments for the year 2005.

The above-described property is no part of the homestead of either of the Grantors herein.

WITNESS our signatures on this 4th day of May, 2005.

William W. Perkins, Sr.

Betty Ann Perkins

STATE OF MISSISSIPPI

COUNTY OF Harrison

This day personally appeared before me, the undersigned notary public in and for the aforesaid county and state, within my jurisdiction, WILLIAM W. PERKINS, SR. and BETTY ANN PERKINS, each of whom, separately and individually, acknowledged that he or she executed the above and foregoing document, being a Warranty Deed.

WITNESS my signature and official seal of office on this 4th day of May, 2005.

Eleanor C. Johnson
Notary Public

My Commission Expires:
May 19, 2007

THIS DOCUMENT PREPARED BY:

Paul M. Newton, Sr. (Bar No. 03834)
Newton and Hoff, L.L.P.
2019 23rd Avenue
Post Office Box 910
Gulfport, Mississippi 39502-0910
Telephone No.: (228) 863-8827
Facsimile No.: (228) 868-6007

ELEANOR C. JOHNSON NOTARY PUBLIC HARRISON COUNTY, MS

FILING INSTRUCTIONS

GRANTORS:

William W. Perkins, Sr.
Betty Ann Perkins
415 Natchez Road
Brookhaven, Mississippi 39601
Telephone: (601) 833-2718

GRANTEE:

Don D. Perkins
Post Office Box 750
Brookhaven, Mississippi 39601
Telephone: (601) 833-8442

INDEXING INSTRUCTIONS

Resubdivision of Part of Lakeland Subdivision:

Lot 40

BOOK 1208 PAGE 613

QUITCLAIM DEED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FOR and in consideration of Ten Dollars ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, **WILLIAM W. PERKINS** and **BETTY ANN PERKINS**, Grantors, do hereby sell, convey and quitclaim unto **WILLIAM W. PERKINS** and **BETTY ANN PERKINS**, as Co-Trustees of **THE WILLIAM AND BETTY ANN PERKINS FAMILY TRUST** under agreement dated November 15, 1991, Grantees, the following lands situated in Harrison County, Mississippi, to-wit:

PARCEL 1: Lot 44 of the resubdivision of that part of Lakeland Subdivision lying south of the south line of Lots 56, 45, 38, 6 and 7, located in Fractional Section 6, Township 8 South, Range 10 West, according to the map or plat of said resubdivision on file in the office of the Chancery Clerk of Harrison County, Mississippi, located in the City of Gulfport; and also that certain lot 5 feet by 10 feet in the northeast corner of Lot 39 of said resubdivision of that part of Lakeland Subdivision lying south of the south line of Lots 56, 45, 38, 6 and 7, on which is located a water well.

PARCEL 2: Lot 39, less a parcel 5 feet by 10 feet in the Northeast corner, and all of Lot 40, in the Resubdivision of part of Lakeland Subdivision situated in Fractional Section 6, T8S, R10W, Harrison County, Mississippi, as per map or plat thereof on file and of record in Book 15, Page 42 of the Plat Records, First Judicial District, Harrison County, Mississippi.

LESS AND EXCEPT and subject to any and all recorded restrictive covenants, rights of way, easements, and any oil, gas and mineral interests heretofore reserved by grantors or their predecessors in interest.

WITNESS OUR SIGNATURES this the 31st day of December, 1991.

William W. Perkins Sr.
WILLIAM W. PERKINS

Betty Ann Perkins
BETTY ANN PERKINS

The Grantor's Address:

P. O. Box 750
Brookhaven, MS 39601
Phone: 601/833-1748

The Grantee's Address:

P. O. Box 750
Brookhaven, MS 39601
Phone: 601/833-1748

STATE OF MISSISSIPPI

COUNTY OF LINCOLN

BEFORE ME, a Notary Public in and for said County and State, personally appeared **WILLIAM W. PERKINS** and **BETTY ANN PERKINS,** who acknowledged that they executed the foregoing instrument on the date therein stated and for the purposes set forth therein.

WITNESS MY HAND and seal of office this 31st day of December, 1991.

Notary Public

My Commission Expires:

PEW9131.D

STATEMENT OF FEES

First Page ____ $2.00
Add. Page a. $1.00 ____
Abstracting/Section at $1.00: ____
Marginal Entry at .50 ____
Other ____
Total Fees ____

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 2 o'clock and 1 minutes P. M. on 27 day of March A.D. 19 92 and recorded March 3, 19 92 in Records of Deeds ____ Book 1208 Pages 613-614

G. N. Creel, Chancery Clerk
By Linda DuBose, D.C.

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

10599980

FILING DATE DEC 06 2012

CERTIFICATE OF DEATH
STATE OF MISSISSIPPI

STATE FILE NUMBER 123- 2012-075313

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

1. DECEDENT'S LEGAL NAME (First, Middle, Last): William Whittington Perkins
2. SEX: M
3a. HOUR OF DEATH: 2:00 A m.
3b. DATE OF DEATH (Month, Day, Year): November 28, 2012
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be): [X] White [ ] Black or African American [ ] Chinese [ ] Filipino [ ] Japanese [ ] Korean [ ] Vietnamese [ ] Native Hawaiian [ ] Samoan [ ] Asian Indian [ ] Guamanian or Chamorro [ ] Other Asian (Specify) [ ] Other Pacific Islander (Specify) [ ] American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) [ ] Other (Specify)
5a. AGE AT LAST BIRTHDAY: 87 Years
5b. MOS / 5c. DAYS (ONLY IF UNDER 1 YEAR)
5d. HOURS / 5e. MINS (ONLY IF UNDER 1 DAY)
6. DATE OF BIRTH (Month, Day, Year): Aug. 24, 1926
7. BIRTH PLACE (State or Foreign Country): MS
8. PLACE OF DEATH (Check only one box): [ ] Inpatient [ ] ER/Outpatient [ ] DOA [ ] Hospice facility [X] Nursing home/Long term care facility [ ] Decedent's home [ ] Other (Specify):
IF DEATH OCCURRED IN A HOSPITAL / IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL
9a. FACILITY NAME (If not a facility, give street address, room number, or other location) (If hospital, also give ID number): Country Brook Living Center
9b. CITY, TOWN OR LOCATION OF DEATH: Brookhaven
9c. ZIP CODE: 39601
9d. COUNTY OF DEATH: Lincoln
10. DECEDENT'S EDUCATION – Check the box that best describes the highest degree or level of school completed at time of death: [ ] 8th grade or less [ ] 9th – 12th grade, no diploma [ ] High school graduate or GED completed [ ] Some college, no degree [ ] Associate degree (e.g., AA, AS) [X] Bachelor's degree (e.g., BA, AB, BS) [ ] Master's degree (e.g., MA, MS, MEng, MEd, MSW, MBA) [ ] Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD) [ ] Unknown
11. MARITAL STATUS AT TIME OF DEATH: [X] Married [ ] Married, but separated [ ] Widowed [ ] Divorced [ ] Never married [ ] Unknown
12. SURVIVING SPOUSE (If wife, give maiden name): Betty Ann Malvaney
13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No): yes
14. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino. [X] No, not Spanish/Hispanic/Latino [ ] Yes, Mexican, Mexican American, Chicano [ ] Yes, Puerto Rican [ ] Yes, Cuban [ ] Yes, other Spanish/Hispanic/Latino. (Specify)
15. SOCIAL SECURITY NUMBER: 428-42-6571
16a. USUAL OCCUPATION (Kind of work done most of working life): Retail Furniture Owner
16b. KIND OF BUSINESS OR INDUSTRY:
17a. RESIDENCE – STATE: MS
17b. COUNTY: Lincoln
17c. CITY OR TOWN: Brookhaven
17d. ZIP CODE: 39601
17e. STREET AND NUMBER OR RURAL LOCATION (Include apartment number): 415 Natchez Ave
17f. INSIDE CITY LIMITS (Yes or No): yes
18. FATHER'S NAME (First, Middle, Last): Thomas Hayes Perkins JR
19. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last): Clara Whittington
20a. INFORMANT'S NAME (Type or print): Betty Ann Perkins
20b. RELATIONSHIP TO DECEDENT: spouse
20c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code): 415 Natchez Ave. Brookhaven MS 39601
21a. DISPOSITION OF BODY (Specify: Burial, Cremation, Removal, etc.): burial
21b. CEMETERY/CREMATORY – NAME: Rosehill Cemetery
21c. LOCATION (City and State): Brookhaven MS
22a. FUNERAL DIRECTOR – SIGNATURE AND LICENSE NUMBER: [signature] 29107
23b. FUNERAL HOME (Who first assumed custody of body): Riverwood F.P.S. 43P
22c. FUNERAL HOME LICENSE NUMBER: FE0550
22d. MAILING ADDRESS (Street and number, City or town, State, ZIP Code): P.O. Box 1408 Brookhaven MS 39602
23c. FUNERAL HOME (If body was transferred prior to disposition)
22f. MAILING ADDRESS (Street and number, City or town, State, ZIP Code)
23a. PERSON WHO PRONOUNCED DEATH – NAME AND TITLE (Type or print): Dino Jackson LPN
23b. PRONOUNCED DEAD (Month, Day, Year) ON: 11.28.2012
23c. PRONOUNCED DEAD (Time) AT: 2:00 a m.
24a. NAME OF CERTIFYING PHYSICIAN OR CORONER (Type or print): Clay McMorris
24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code): P.O. Box 1704 Brookhaven Ms 39602

This section to be completed by Physician if NOT a medical examiner:
25a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE ► MD/DO
25b. DATE SIGNED (Month, Day, Year)
25c. STATE LICENSE NUMBER
25d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)

This section to be completed by coroner or medical examiner ONLY:
25e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. SIGNATURE ► Clay McMorris
25f. TITLE: CMET
25g. DATE SIGNED (Month, Day, Year): 11.28.12

26. CAUSE OF DEATH PART I – Enter the chain of events – diseases, injuries, or complications – that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock, or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS.

		Interval between onset and death
IMMEDIATE CAUSE (final disease or condition resulting in death) →	(a) Respiratory failure	
	DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (b)	
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST.	DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (c)	
	DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (d)	

27. PART II: OTHER SIGNIFICANT CONDITIONS – Conditions contributing to death but not resulting in the underlying cause given in PART I.
28a. AUTOPSY (Yes or No): No
28b. AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? (Yes or No)
29. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No): Yes
30. DID TOBACCO USE CONTRIBUTE TO DEATH? [ ] Yes [ ] Probably [ ] No [ ] Unknown
31. IF FEMALE, [ ] NOT pregnant within the past year [ ] PREGNANT at the time of death [ ] Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH [ ] Not pregnant, BUT PREGNANT 43 DAYS TO 1 YEAR BEFORE DEATH [ ] Unknown if pregnant within the past year

This section MUST be completed if Death NOT due to natural cause:
32a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)
32b. DATE OF INJURY (Month, Day, Year)
32c. TIME OF INJURY
32d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED
32e. IF TRANSPORTATION INJURY, SPECIFY: [ ] Driver/Operator [ ] Passenger [ ] Pedestrian [ ] Other (Specify)
32f. INJURY AT WORK (Yes or No)
32g. PLACE OF INJURY (Specify: Home, Farm, Street, Factory, Office building, etc.)
32h. LOCATION: Street or route number / City or town / State

Mississippi State Department of Health — Revised 01/2012 — Form 511

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

12/13/2012 [signature]
Judy Moulder
STATE REGISTRAR

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

VERIFY PRESENCE OF WATERMARK – HOLD TO LIGHT TO VIEW

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

2605PC068

Zoning Map Amendment



Legend

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

0 30 60 90

Yards

1 inch = 200 feet

N

W E

S

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1011D-01-044.001	DON D. PERKINS (OWNER)	2178 HWY 51	BROOKHAVEN	MS	39601
		1011D-01-044.000	WILLIAM PERKINS JR. (OWNER)	405 PERKINS DR	BROOKHAVEN	MS	39601
		1011D-01-035.000	BETTY ANN PERKINS (OWNER)	405 PERKINS DR	BROOKHAVEN	MS	39601
			Adjacent Property Owners (2605PC068)				
	84098	1011D-01-048.000	CHATWORTH INVESTMENTS LLC	3908 TENNESSEE AVE	CHATTANOOGA	TN	37409
	84035	1011D-01-028.000	TANNER RICHARD M	3 SAUVOLLE CT	OCEAN SPRINGS	MS	39564
	31523	1011D-01-035.000	PERKINS WILLIAM W & BETTY-TRUSTEES-	415 NATCHEZ RD	BROOKHAVEN	MS	39601
	31519	1011D-01-044.000	PERKINS WILLIAM W JR	405 PERKINS DRIVE	BROOKHAVEN	MS	39601
	118610	1011D-01-038.001	KCL INVESTORS LLC	2620 PREAKNESS PL	EADS	TN	38028
	31513	1011D-01-027.000	GULF RENTALS LLC	P O BOX 444	BILOXI	MS	39533
	31485	1011D-01-049.000	DREWES JASON E & WAGNER CARA B	134 E CEDAR DR	GULFPORT	MS	39507
	146649	1011D-01-040.000	FOGT DERICK & THY	5213 MONTIANO LN	DUBLIN	CA	94568
	31509	1011D-01-038.000	GRAY PHILLIP W & SUSAN M	329 PATTERSON MILL RD	BEL AIR	MD	21015
N	31507	1011D-01-036.000	KCL INVESTORS LLC	2620 PREAKNESS PL	EADS	TN	38028
	84096	1011D-01-047.000	CEDAR BEACH LLC	3604 TULANE AVE	NEW ORLEANS	LA	70119
	84039	1011D-01-034.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
N	31520	1011D-01-045.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
N	31521	1011D-01-046.000	CEDAR BEACH LLC	3604 TULANE AVE	NEW ORLEANS	LA	70119
	31512	1011D-01-026.000	KENYON LAUREN	14227 8TH AVE S	BURIEN	WA	98168
	109558	1011D-01-032.001	VU PROPERTIES INC	3525 S RIVER RIDGE DR		MS	39540
	31539	1011D-01-032.000	PHAN HY DINH & TRAN HIEN T-TRUSTEES	1724 GARDEN PARK DRIVE	BILOXI	MS	39531
N	31538	1011D-01-033.000	BELTWAY SOUTH INVESTMENTS LLC	141 WEBB LANE	FLOWOOD	MS	39232
	127444	1011D-01-044.000	PERKINS DON D	830 BROOKWAY BLVD	BROOKHAVEN	MS	39601
	84030	1011D-01-023.000	DHAC REAL ESTATE LLC	853 E VALLEY BLVD	SAN GABRIEL	CA	91776
	146202	1011D-01-049.000	DAVIS PIPER	138 E CEDAR DR	GULFPORT	MS	39507
	31502	1011D-01-040.000	KOGANTI PREMCHAND & PATURI SUNITA	102 RAPPORT DR	CARY	NC	27519
	146647	1011D-01-040.000	HILL BILL	306 WINDY CITY RD	JACKSON	TN	38305
	146648	1011D-01-040.000	KOGANTI PREMCHAND & SUNITA PATURI	102 RAPPORT DR	CARY	NC	27519
	147849	1011D-01-026.000	ALLEN MATTHEW E & HILLARY L	10812 SHAW CT	PARKER	CO	80134

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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

PLANNING COMMISSION

Hearing Date: Thursday, May 28, 2026

Zoning Text Amendment 2606PC083: Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

Revision date 11/2/2020

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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2606PC083

Date Received: 05/01/2026

Receipt #: _____

Received By: SJS

Zoning: _____

Ward: _____ Flood: _____

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

Amendment to Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
City of Gulfport-UD	
Printed Name Of Owner	Printed Name Of Agent
1410 24th Avenue	
Mailing Address	Mailing Address
Gulfport MS 39501	
City State Zip code	City State Zip code
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
49732	IPL0338398	Legal Ad - IPL0338398		2.0	152.0L

ATTENTION: GULFPORT CITY HALL IP
1410 24 TH AVENUE
GULFPORT, MS 39501
jversiga@gulfport-ms.gov

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:
05/13/26 Print

LEGAL NOTICE
PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2026 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2605PC061, by owner Venisha Boose, seeking approval for mobile home use, Tax Parcel 0810F-01-096.000, 8237 Texas Avenue, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2605PC064, by owners Jason & Paige Heitzmann, seeking approval for an administrative office for graphic design as a home occupation, Tax Parcel 1009M-01-001.026, 11527 Briarstone Place, Zoned R-1-5 (Single-family), Ward 5

General Plan 2605PC066, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 26-lot subdivision with one out parcel, Tax Parcel 0908D-01-015.000, 0908E-01-001.000, Orchard Street, Zoned R-1-7.5 (Single-family), T4+ (General Urban Zone "Plus"), Ward 6

General Plan 2605PC067, by agent Brown, Mitchell, & Alexander Inc, seeking approval for a 7-lot subdivision, Tax Parcel 0908D-01-015.000, Orchard Street, Zoned R-1-7.5 (Single-family), Ward 6

General Plan 2605PC069, by Elliott Homes LLC, seeking approval for a 53-lot subdivision with 2 outparcels, Tax Parcels 1010M-02-001.000, 1010M-02-001.002, 1010M-02-001.003, 1010M-02-001.004, 1010M-02-001.005, 1010M-02-001.006, 1010M-02-005.001, 5th Street, 311 Cowan Road, Zoned T4L (General Urban Zone "Limited"), T4+ (General Urban Zone "Plus"), Ward 2

Tree Permit Appeal 2605PC070, by owners Michael Russell & Kirsten Wilson-Russell, seeking to appeal a denied tree permit, Tax Parcel 0711O-04-028.004, 4719 W Beach Blvd, Zoned T4L (General Urban Zone "Limited"), Ward 2

Special Exception 2606SE071, by agent Kelli Bell, seeking approval for a lounge use, Tax Parcel 0811K-04-001.000, 1429 25th Avenue, Zoned T6 (Urban Core Zone), Ward 2

General Plan 2606PC072, by agent Knesal Engineering Services Inc, seeking approval for a 96 lot zero-lot line development with 8 out parcels, Tax Parcels 0910N-03-011.000, 0910N-03-012.000, 0910N-03-013.000, 0910N-03-014.000, 0910N-03-015.000, 0910N-04-020.000, 0910N-04-019.000, 0910N-04-018.000, 0910N-04-021.000, 0910N-03-035.000, 0910N-03-034.000, 0910N-03-033.000, 0910N-03-032.000, 0910N-03-031.000, 0910N-03-039.000, 0910N-03-038.000, 0910N-03-037.000, 0910N-03-036.000, 0910N-04-039.000, 0910N-04-040.000, 0910N-04-041.000, 0910N-04-042.000, 0910N-04-043.000, 0910N-04-044.000, 0910N-04-045.000, 0910N-04-046.000, 0911C-01-007.000, 0911C-01-006.000, Magnolia Drive, Zoned R-2 (Single-family), Ward 3

Planning Commission Approval 2606PC073, by agent Michael Borries, seeking approval for a church use, Tax Parcel 0808E-04-001.000, 12261 Hwy 49, Zoned B-4 (Highway Business), Ward 7

Zoning Map Amendment 2605PC068, by owners Don Perkins, Betty Perkins, & William Perkins Jr., requesting to rezone their properties to T4+ (General Urban Zone "Plus"), Tax Parcels 1011D-01-035.000, 1011D-01-044.000, 1011D-01-044.001, 144 Oleander Drive, Zoned T6 (Urban Core Zone), Ward 2

Zoning Text Amendment 2606PC083, by City of Gulfport, Amendment to the Comprehensive Zoning Ordinance, to amend Appendix A, Section IV (10) regarding parking requirements for townhome, zero-lot line, and small lot/small home uses.

This the 6th day of May 2026
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0338398
May 13 2026

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on May 13, 2026, 10:17 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®