



**PLANNING COMMISSION MEETING AGENDA
CITY OF OCEAN SPRINGS - PLANNING COMMISSION
TUESDAY, JUNE 9, 2026 - 6:00 PM**

1. Call Meeting to Order

2. Approval of Minutes

- a. May 12, 2026

3. Old Business

- a. Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot single-family residential subdivision

4. New Business

- a. 703 Rayburn Ave - PIDN: 60119091.000 - Conditional Use Permit (CUP) requested by Cyntia Butz to operate a Bed & Breakfast – Cynthia & Frank P. Butz, Frank B. Butz, Samuel Butz, Krista Brown, and Brad Melchert (LE) zoned R-2 (Low-Medium Density Residential)
- b. **DEFERRED:** 711 Mosley Ave - PIDN: 60137646.000 - Conditional Use Permit (CUP) requested by Cynthia Butz to operate a Bed & Breakfast – Brad Melchert, Frank B. Butz, Samuel Butz, Krista Brown, and Cynthia & Frank P. Butz (LE) zoned R-2 (Low-Medium Density Residential)
- c. 3711 Government St – PIDN: 60127090.000 – Russell & Kim Dossett – Requesting approval of a Lot Split

5. General Public Comment

6. Commissioner's Forum

7. Adjourn

The Minutes of the City of Ocean Springs
Planning Commission
Tuesday, May 12, 2026

1. Call Meeting to Order

The meeting of the City of Ocean Springs Planning Commission was called to order by Chairman Andy Phelan at 6:00 p.m. on Tuesday, May 12, 2026. The members present were Clay McArdle, Michael Smith, Kevin O'Connell, Nicolaus Geiser, and Jennifer Dalgo. Also, present were Amanda Crose - Planning Director, Rae Williams - Planning Office Administrator, and David Harris - City Attorney.

Chairman Phelan gave the Invocation and Commissioner McArdle led the Pledge of Allegiance.

Pre-Meeting Announcement:

Prior to consideration of agenda items, Chairman Phelan announced that Item 4(d), Madison Place Drive & Gibson Road – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc., requesting Final Plat approval for 21 lots of the 51-lot subdivision, had been deferred and would not be heard at the May 12, 2026, meeting.

Approval of Minutes:

- a) April 14, 2026

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to approve the April 14, 2026, meeting minutes as presented. The motion carried unanimously.

2. Old Business:

- a) None

3. New Business:

- a) **Public Hearing: 703 Ward Ave – PIDN: 60130110.000 – Guaranteed Vacation Rentals, LLC – Johnny Shane Jackson – Requesting approval of a Short-Term Rental Permit**

A motion was made by Marshall Johnson, seconded by Kevin O'Connell, to open the public hearing. The motion carried unanimously.

Planning Director Amanda Crose presented the request and stated the property is located at 703 Ward Avenue in Ward 2 and is zoned R-2 Low-Medium Density Residential. Ms. Crose explained that the property is located within the Short-Term

Rental Density Zone and that approval of the request would constitute 55 of the 55 allowable permits within the district.

Ms. Crose further stated that the local property manager would be Chris Dearman and the property was inspected and approved for a maximum occupancy of 6 and maximum of 4 vehicles. She confirmed that no code violations or public comments had been received regarding the application.

Ms. Crose noted the submitted guest rules referenced parking for 5 vehicles; however, only 4 vehicles were approved during inspection. She advised the guest rules would need to be revised if the permit application was approved and prior to operation to reflect the approved 4 vehicle limit.

No members of the public spoke in favor of or in opposition to the request. The applicant declined additional comment.

A motion was made by Marshall Johnson, seconded by Kevin O'Connell, to close the public hearing. The motion carried unanimously.

Commissioners discussed the parking discrepancy contained within the submitted guest rules and emphasized that all parking must remain off-street.

A motion was made by Kevin O'Connell, seconded by Michael Smith, to recommend approval of the Short-Term Rental Permit located at 703 Ward Avenue subject to annual renewal, continued compliance with the City of Ocean Springs Short-Term Rental Ordinance, revision of the guest rules to reflect a maximum of 4 vehicles, and a restriction requiring all parking to remain off-street. The motion carried unanimously.

b) Public Hearing: 9609 Iroquois Drive - PIDN: 61059003.000 - Yanira D. Aragon - Requesting approval of a Short-Term Rental Permit

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to open the public hearing. The motion carried unanimously.

Planning Director, Amanda Crose, presented the request and stated that the property is zoned R-2 Low-Medium Density Residential and is located within the City-Wide Short-Term Rental Zone. Ms. Crose explained that approval of the request would constitute 55 of the 60 allowable permits within the district.

Ms. Crose stated the proposed local property manager would be Aurelis Santiago and the property was approved for a maximum occupancy of 6 and maximum of 7 vehicles.

Ms. Crose confirmed no code violations were associated with the property. She additionally clarified the staff report incorrectly stated that no public feedback had been received, as one opposition letter from neighboring resident, Donald Anderson, was received and was included in the meeting packet.

Commissioners discussed parking limitations and concerns regarding the relationship between approved occupancy and the number of vehicles permitted at the property. Commissioners questioned whether seven vehicles was excessive for a property approved for six occupants and discussed whether additional vehicles could increase the likelihood of gatherings or neighborhood disturbances.

Ms. Crose noted that parking determinations were part of the inspection process and reviewed by the Building Department and Fire Marshal; however, the Planning Commission could recommend additional restrictions as conditions of approval.

- Jim Jordan, Ward 1, spoke in opposition to the request and expressed concerns regarding traffic, excessive vehicles, parties, and preserving the quiet residential character of the neighborhood. He stated the owner did not reside locally and referenced both positive and negative experiences with rental properties in the past.
- Donald Anderson, Ward 1, spoke in opposition to the request. Mr. Anderson stated that Short-Term Rentals change the character of residential neighborhoods and create transient occupancy patterns similar to commercial lodging uses. He expressed concerns regarding unknown occupants, neighborhood safety, and preserving Ocean Springs as a family-oriented community.
- Tom Bisner, Ward 1, spoke in opposition to the request and referenced prior negative experiences involving rental activity within the subdivision. He expressed concerns regarding the possibility of parties and disturbances within an otherwise quiet neighborhood.
- Lourdes Paniagua, representing the property owner, addressed the Commission in support of the request. Ms. Paniagua stated she and the proposed local property manager would remain available to address complaints and concerns from nearby residents. She stated that parties would not be allowed and clarified the notation regarding 7 vehicles was a clerical error within the application. She further stated the owners were working individuals attempting to improve opportunities for their family.

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to close the public hearing. The motion carried unanimously.

Following closure of the public hearing, Commissioners discussed the City's regulation of Short-Term Rentals and the Planning Commission's responsibility to apply the ordinance standards adopted by the Board of Aldermen.

Chairman Phelan explained the City has formally regulated Short-Term Rentals for several years and noted that, unlike long-term rentals, STRs remain subject to inspections, permit requirements, and enforcement procedures. Chairman Phelan also

stated that Mississippi law does not classify Short-Term Rentals as commercial zoning uses.

Commissioners discussed reducing the number of approved vehicles and prohibiting on-street parking. Commissioner Smith expressed concern that larger vehicle allowances could increase the likelihood of gatherings inconsistent with the quiet enjoyment of the neighborhood.

Chairman Phelan confirmed with the applicant that the guest rules could be revised to reflect reduced parking allowances and clarified that all parking must remain off-street.

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to recommend approval of the Short-Term Rental Permit located at 9609 Iroquois Drive subject to annual renewal, continued compliance with the City of Ocean Springs Short-Term Rental Ordinance, amendment of the guest rules to allow no more than 6 vehicles, and a prohibition against on-street parking.

The motion was carried by a vote of 5-1, with Commissioner Michael Smith voting nay.

c) Public Hearing: Palmetto Pointe Dr – PIDN: 62506020.000 – Palm Pointe Subdivision Phase 3 – Freddie Fountain on behalf of BJ2 Holdings, LLC – Requesting Sketch Plat approval for a 10-lot single-family residential subdivision

A motion was made by Marshall Johnson, seconded by Kevin O'Connell, to open the public hearing. The motion carried unanimously.

Planning Director, Amanda Crose, presented the request and stated the proposed Palm Pointe Subdivision Phase 3 consists of a 10-lot single-family residential subdivision located south of the existing Palmetto Pointe subdivision near Greyhound Way within the annexed area of the city.

Ms. Crose explained that the property remains zoned A-3 Agricultural Residential under the former Jackson County zoning designation and the city is utilizing applicable Jackson County standards while also reviewing the request in consideration of the City's Unified Development Code where possible.

Ms. Crose stated that the proposed subdivision would include lots 67 through 76 and all proposed lots exceed the minimum lot area requirement of 14,800 square feet, with the smallest proposed lot containing approximately 18,047 square feet. She further stated proposed improvements include sidewalks, open space areas, and a common mailbox area.

Ms. Crose noted the proposed subdivision reflects approximately 7% open space, while Jackson County standards require 3%. She additionally explained that City UDC open space requirements generally require 20%.

Ms. Crose further advised that one letter of opposition from the Palmetto Pointe Homeowners Association (HOA) was received after agenda publication and was included in the Commissioners' binders.

A motion was made by Kevin O'Connell, seconded by Marshall Johnson, to enter the letter into the official meeting minutes and record (Exhibit 1). The motion carried unanimously.

Commissioners discussed the status of Palmetto Pointe Drive as a public right-of-way, roadway access, annexation and zoning history, proposed setbacks, road naming concerns, and open space requirements.

Freddie Fountain, Fountain & Associates, representing the applicant, addressed the Commission. Mr. Fountain stated the proposal consists of a 10-lot subdivision added to an already existing development plan after the current ownership acquired the project. He confirmed the proposed fire department hammerhead turnaround at the south end of the street, extending onto the adjacent property is subject to ongoing negotiations with the current owner.

Mr. Fountain additionally stated the proposed lots are similar in size and character to the surrounding development within Palm Pointe Phases 1 and 2 and stated the proposed 20% open space standard referenced in the City UDC is significantly more restrictive than neighboring jurisdictions.

- Deede Torrance, President of the Palmetto Pointe HOA, spoke in opposition to the request and expressed concerns regarding increased traffic, construction impacts, neighborhood identity, roadway access through Palmetto Pointe Drive, and the introduction of homes not subject to the HOA's restrictive covenants. She stated that residents were unaware of prior public meetings regarding earlier phases of the Palm Pointe development due to confusion created by the annexation.
- Wes Feldner, spoke in opposition to the request and expressed concerns regarding setbacks, roadway naming confusion, school traffic, construction traffic, and neighborhood compatibility. He additionally suggested redesigning the subdivision to access the development from another direction.
- Kyle Pearson, spoke in opposition to the request and expressed concerns regarding increased traffic volumes and the potential transformation of Palmetto Pointe Drive from a local residential street into a collector-style roadway.
- Kyle Widows, spoke in opposition to the request and raised concerns regarding emergency response confusion due to similar subdivision and roadway names. He additionally expressed concerns that the proposed access point would create the appearance that the new subdivision is part of the existing HOA community.
- Jeff Moffett, spoke in opposition to the request and expressed concerns regarding roadway naming confusion, increased construction and future traffic

through Palmetto Pointe Drive, and the long-term impact of connecting future development phases through the neighborhood. Mr. Moffett stated that residents are not opposed to development but requested that the subdivision be redesigned to access through existing Palm Pointe phases rather than through Palmetto Pointe Drive, and noted that the HOA is willing to work with the developer on alternative solutions.

- Kurt Kuhl, spoke in opposition to the request and expressed concerns regarding increased traffic and roadway safety on the narrow roads within Palmetto Pointe. Mr. Kuhl stated that the proposed 10-lot subdivision could add approximately 30 to 40 additional vehicles daily and questioned why the roadway could connect through the newer Palm Pointe development rather than through Palmetto Pointe Drive. He also noted prior legal efforts to prevent other developments from accessing Palmetto Pointe and stated that redesigning the roadway alignment would make more sense and reduce traffic impacts on the existing neighborhood.
- Corey Harris, spoke in opposition to the request and expressed concerns regarding roadway access, neighborhood compatibility, and future traffic circulation through the subdivision.
- Jennifer Knowles, spoke in opposition to the request and expressed concerns regarding additional traffic and impacts to the residential character of Palmetto Pointe, and the impact on home values.
- Ryan Earley, spoke in opposition to the request and expressed concerns regarding construction traffic, congestion, and roadway safety.
- Katie Widdows, spoke in opposition to the request and expressed concerns regarding neighborhood identity, roadway confusion, and traffic impacts. She also stated there is a population of rehabilitated bald eagles' nests within the wooded area of the proposed development site and requested the presence of the nesting eagles be considered and documented prior to any tree clearing or development activity.
- Steve Grandonico, spoke in opposition to the request and raised concerns regarding traffic, roadway safety, and neighborhood compatibility.
- Mark Beasley, spoke in opposition to the request and expressed concerns regarding increased density, traffic safety, and future development impacts.
- Bobby Patton, spoke in opposition to the request and raised concerns regarding roadway widths, traffic safety, and prolonged construction impacts.
- Ed Knowles, spoke in opposition to the request and expressed concerns regarding traffic patterns, emergency access, and future expansion into adjoining property.

- Audra Burke, spoke in opposition to the request and expressed concerns regarding roadway connectivity, construction traffic, and preserving neighborhood character.

Freddie Fountain responded to public comments and stated that Palm Pointe Phases 1 and 2, including portions of the roadway and stormwater infrastructure, were previously approved prior to the current request. Mr. Fountain explained that redesigning roadway access through previously approved phases would require substantial replats, new surveys, construction modifications, and significant financial costs. He further stated that the roadway width complies with subdivision standards, that roadway names for Palm Pointe Phase 1 & 2 were approved with Jackson County prior to his involvement with the project. He also noted the development consists of only 10 additional lots intended to remain compatible with surrounding homes and property values. Mr. Fountain additionally noted that wetlands permitting and environmental studies had previously been completed for the property.

A motion was made by Marshall Johnson, seconded by Clay McArdle, to close the public hearing. The motion carried unanimously.

Following closure of the public hearing, Commissioners continued discussion regarding roadway continuity, future development potential, open space requirements, and compatibility with surrounding neighborhoods.

A motion was made by Marshall Johnson, seconded by Kevin O'Connell, to recommend denial of Palm Pointe Subdivision Phase 3 sketch plat, based on a number of key considerations raised that were not available to the planning commission in making their recommendation. The motion carried unanimously.

d) DEFERRED - Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

This item was deferred prior to the meeting and was not heard.

4. General Public Comment

- None

5. Commissioners Forum

Commissioner Johnson thanked the Planning Department for their work preparing the agenda and meeting materials.

Commissioner Smith requested an update regarding the UDC Committee meetings. Ms. Crose stated that the last UDC Committee meeting was held on April 29, 2026. She stated that she was unable to attend, however, she is working on finalizing the minutes

and scheduling the next meeting.

6. Adjourn

A motion to adjourn was made by Kevin O'Connell and seconded by Marshall Johnson. The motion carried unanimously.

The meeting adjourned at approximately 7:58 p.m.

DRAFT

Amanda Crose

From: Palmetto Pointe HOA <palmettopointeoshoa@gmail.com>
Sent: Sunday, May 10, 2026 8:09 PM
To: Amanda Crose
Cc: Elizabeth Dill; Rae Williams
Subject: Palm Pointe Phase 3 meeting on May 12
Attachments: 2026-05-10 HOA letter to Planning re Palm Point.pdf; palmetto pointe.pdf

RECEIVED
MAY 11 2026

BY:

Ms. Crose,

Please see the attached letter from the HOA at Palmetto Pointe Subdivision. We look forward to discussing it in person on Tuesday evening.

Sincerely,

Deede Torrance
Palmetto Pointe Homeowners Association President



May 10, 2026

Amanda Crose, Planning Director
City of Ocean Springs
Planning Development
Post Office Box 1800
Ocean Springs, MS 39566

Re: Palm Pointe Subdivision Phase 3

Dear Ms. Crose:

I am writing on behalf of the Palmetto Pointe Homeowners' Association Board of Directors as concerns the proposed Phase 3 for Palm Pointe Subdivision, the latter having been submitted for consideration at the Planning Commission's meeting on May 12, 2026. The comments outlined herein are representative of concerns raised by members of the HOA since notification, though this is not intended to be an exhaustive list since the matter has only been public knowledge for several days.

Palmetto Pointe subdivision was formed approximately twenty-five years ago. All phases are complete. There are approximately 200 homes, all of which pay yearly membership dues and are subject to restrictive covenants. A map is enclosed for your reference.

As you can see, there are only two entrances. The primary entrance is Palmetto Pointe Drive, located just a few yards north of Palm Pointe Phase 2 on the east side of Greyhound Way. The other entrance is on Mary Mahoney Drive at the southern end of the subdivision. Palm Pointe Phase 3 begins six houses inside the main entrance to Palmetto Pointe. It includes a home directly on Palmetto Pointe Drive along with two additional homes in Phase 2 (see below) that are front facing on Palmetto Pointe Drive.

This creates a variety of potential problems. First, none of the homes in Palm Pointe belong to Palmetto Pointe's Homeowner's Association. They will pay no dues and will not be subject to any of the restrictive covenants. There is no obvious demarcation between the two and, to the contrary, it appears the efforts involved run in the opposite direction. Given the location at the literal front of Palmetto Pointe, it is reasonable to question whether that is fair to the residents of the HOA.

Secondly, the HOA has the legal right to take the subdivision private and gate their entrances. This has already been potentially complicated by the annexation of our neighborhood's entry by the city while the majority of the subdivision remains in the county, but it would be made more complicated still if Palm Pointe Phase 3 has its closest exit on Palmetto Pointe Drive.



Third, and most importantly, the majority of residents in Palmetto Pointe utilize Palmetto Pointe Drive due to its proximity to their homes in the northern half of the subdivision, making this intersection at Greyhound Way very busy multiple times during the day. During construction, a process that will take many months, the only apparent contractor access to Palm Pointe Phase 3 will be from Greyhound Way to the proposed entry at the north of Phase 3. In addition to the disruption this will cause homeowners living along that stretch, everyone else in the northern half of Palmetto Pointe will have to navigate added traffic attempting to enter and exit Greyhound at Palmetto Pointe's main entrance.

It is unclear what is intended to the south of Palm Pointe Phase 2 and Phase 3, though both appear to have roadways exiting to a future phase in that direction. The roadway in Phase 2 is already in place with a dead end as shown on the map. Since site work has not even begun on Phase 3 and woods have not even been cleared, it would perhaps make more sense for Palm Pointe to direct its roadways in that direction with the northern part of Phase 3 becoming a cul-de-sac. Alternatively, the east-west roadway in Phase 3 could simply continue through and obviate the need for entry into Palmetto Pointe.

On the latter subject, it is worth noting here that Palm Pointe Phase 2 was platted and approved with Jackson County in April 2026. We are operating under the assumption the Phase 2 process was initiated with Jackson County before the Phase 2 and proposed Phase 3 properties were annexed by the city, though Palm Pointe 2 was presumably at very early stages given the length of time that passed between annexation and approval. We are reviewing that process to confirm those details and to determine whether the "out parcel" at the east (future Phase 3) was included in the preliminary plan, as well as when lots 65 and 66 were incorporated into Phase 2 since it is unusual to see non-contiguous lots made part of subdivision phase. It is suggestive that lots 65 and 66 front Palmetto Pointe Drive rather than the proposed roadway in Phase 3 of Palm Pointe as is the case with the other lots therein.¹ Finally, we are also reviewing to determine what legal process was in place between the City of Ocean Springs and Jackson County at the time of annexation that contemplated planning approval for land outside their boundaries as we have thus far not found anything within minutes of public meetings, an MOU or the like on that subject.

Thank you for your attention and please give us a call with any questions.

Yours sincerely,

Deede Torrance – PPHOA President

¹ Also notable in this context, of course, is the similarity between the name Palm Pointe and Palmetto Pointe, as well as the street names adopted in Phase 2 which mirror those in Palmetto Pointe. It seems reasonable to question whether these similarities and the odd location for Lots 65 and 66 were intended to blur the line between one subdivision and the other.



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 500 ft

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415**

PLANNING COMMISSION REPORT

PUBLIC HEARING DATE: June 9, 2026

APPLICANT/OWNER: Meritage Homes of Mississippi, Inc.

AGENT: Heinrich & Associates, LLC

DATE OF APPLICATION: April 7, 2026

REQUESTED ACTION: Request for Final Plat approval of Madison Place Phase 2B, consisting of 21 out of 51 lots

LOCATION: Along the south side of Madison Place Drive & along the west side of Gibson Road – Ward 6

PARCEL NUMBER: 60124060.000



Figure 1. Planning Commission Signage

I. REQUEST SUMMARY:

The applicant, Meritage Homes of Mississippi, Inc., is requesting approval of the Final Plat for Madison Place Subdivision Phase 2B, consisting of 21 single-family residential lots.

This request represents a partial final plat submission from the approved Preliminary Plat consisting of 51 lots. The Unified Development Code allows final plats to be submitted for portions of an approved preliminary plat.

Approval of the Final Plat represents the final step prior to plat recordation and issuance of building permits for the approved lots.

II. PROPERTY & ZONING INFORMATION:

The subject property is zoned R-D Two-Family Residential, which is intended to accommodate medium-density single-family and two-family dwellings, allowing smaller lot sizes while maintaining neighborhood compatibility and adequate public infrastructure.

Madison Place Phase 2B contains approximately 4.21 acres and includes 21 single-family residential lots, with the smallest lot measuring approximately 8,060 square feet. The Sketch and Preliminary Plats were approved utilizing the Conservation Subdivision provisions of the UDC – Section 3.9.6.

III. SURROUNDING ZONING CLASSIFICATIONS:

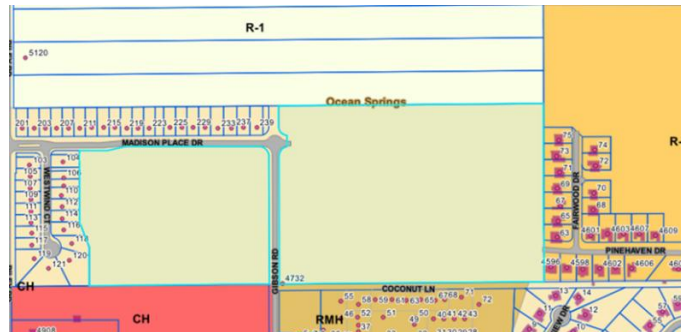


Figure 2. Subject Property and Adjacent Zoning Districts

ADJACENT ZONING/LAND USE:

Subject Property: R-D Two Family Residential District

South: C-H - Regional Commercial & RMH - Mobile Home Parks

North: R-D - Two Family Residential & R-1 - Low Density Single Family

East: R-2 - Low-Medium Density Single Family district

West: R-D - District Two-Family Residential

IV. PRELIMINARY PLAT APPROVAL:

Note: It was noted during the Board of Aldermen meeting that previous discussions required Madison Place Phase 2 to connect with Lakeview Subdivision to provide an additional exit for Lakeview residents; however, at the Planning Commission and Board of Aldermen meetings several Lakeview residents spoke out against connecting the roads.

- ✓ On March 4, 2025, the Board of Aldermen made a motion to approve the Preliminary Plat of Madison Place Phase 2 with the final determination regarding the connecting road to be made at the time of final plat approval. (This will be a later subphase of Phase 2).

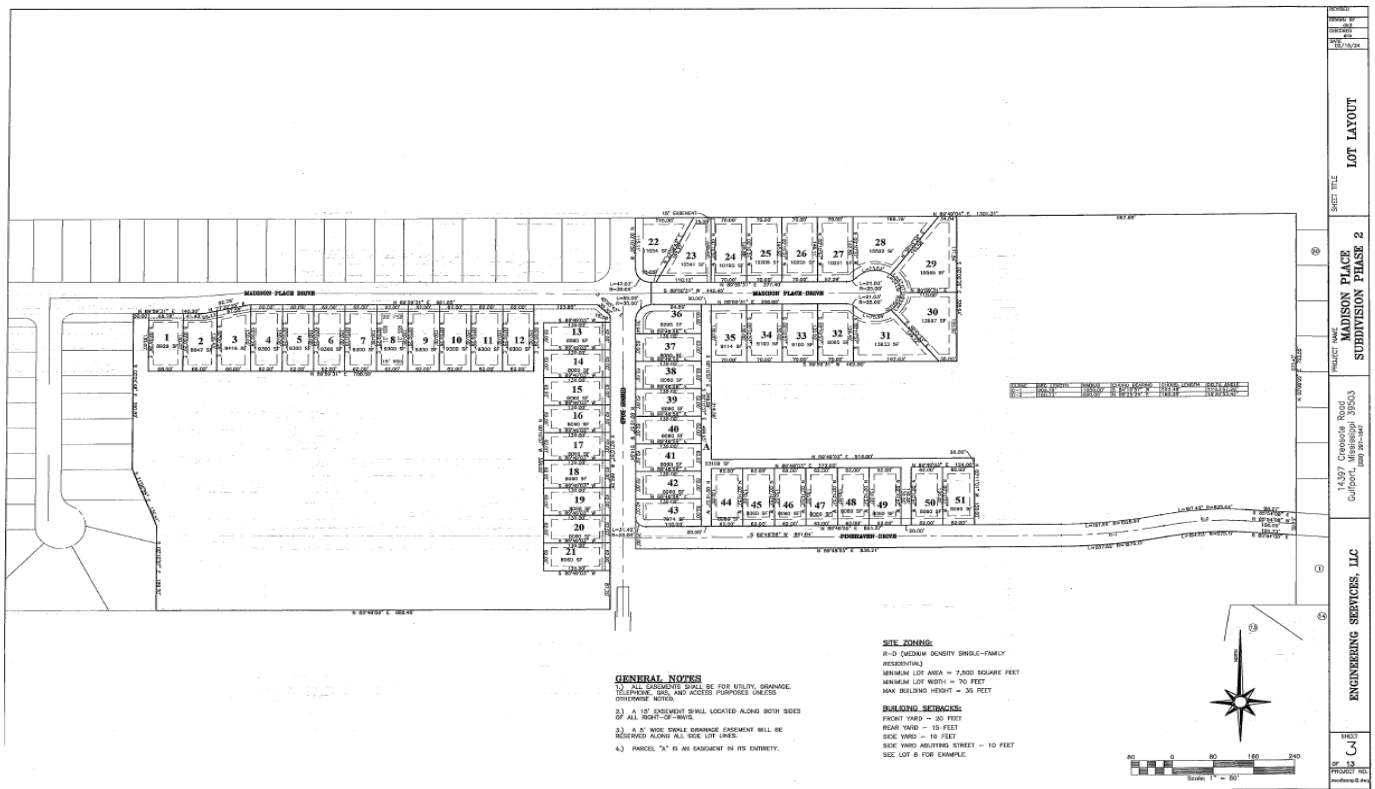


Figure 3. Approved Preliminary Plat of Madison Place Phase 2

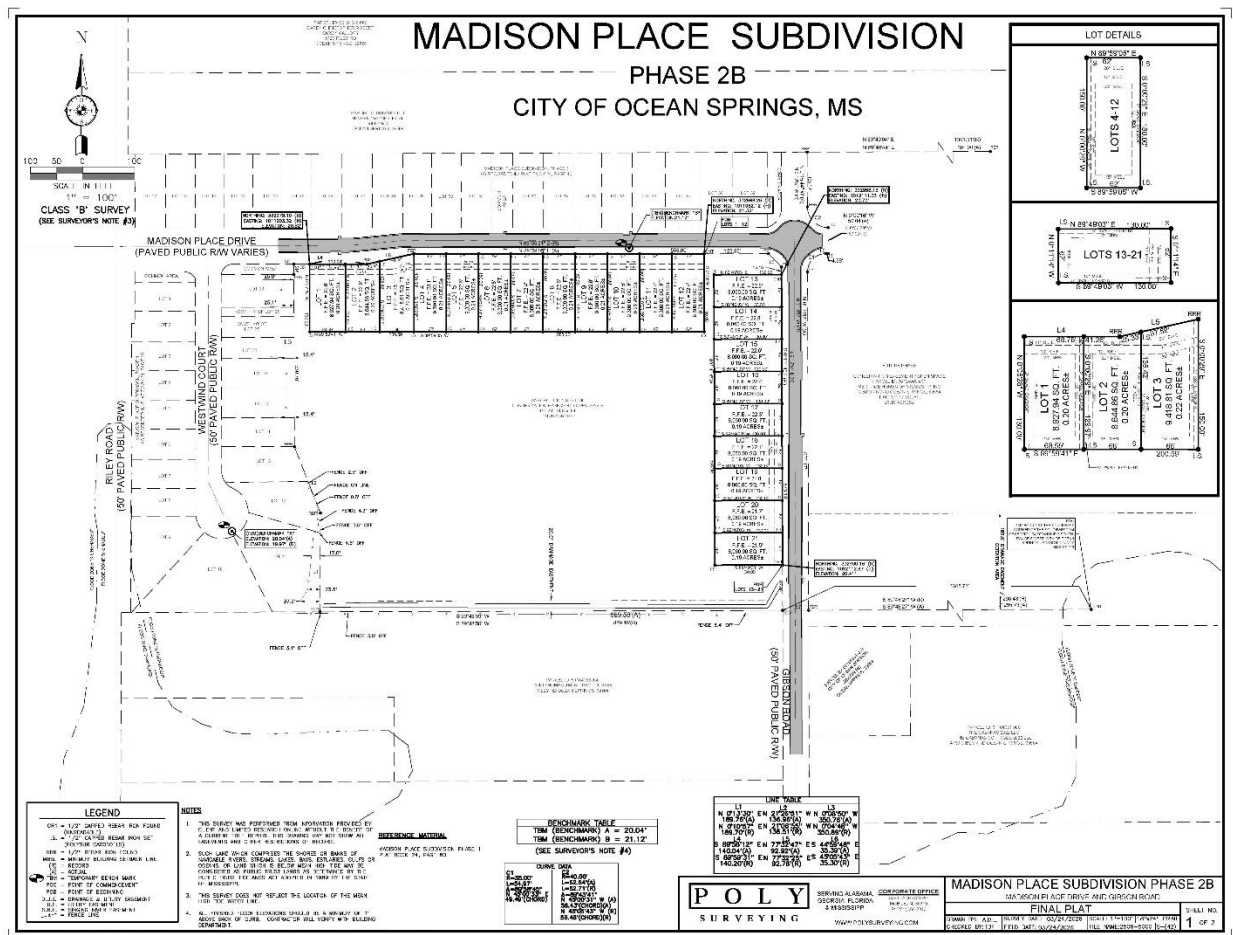


Figure 4. Madison Place Phase 2B Final Plat with Lot Layout

V. FINDINGS:

- Requesting approval for Madison Place 2B consisting of 21-lots out of the 51-lots approved at Preliminary Plat. Lots were developed along existing right-of-way and public streets.
- The subdivision is utilizing the Conservation Subdivision provisions of the UDC – Section 3.9.6. The Declaration of Restrictive Covenants state 24.25 acres are reserved as conservation areas. The final plat indicates 4.21 acres of lot area are designated as Madison Place 2B (21-lots).
- As-built construction drawings have been submitted confirming completion of infrastructure improvements serving the subject lots.
- Street lighting and street signage plans applicable to this phase have been submitted.
- Wetland permit received with transfer to Meritage Homes of Mississippi, Inc.
- MDEQ Sewer and Stormwater permit received.

VI. PUBLIC NOTICE:

- Legal Advertisement posted in the Sun Herald on May 24, 2026, Planning Commission yard signs were posted on the property April 27, 2026, and notifications were mailed to adjacent property owners within a 500-foot radius on April 27, 2026. On May 12, 2026, Planning Commission agenda, this item was noted as deferred.

VII. PUBLIC COMMENTS:

- Letter received from Steve Parker June 1, 2026

VIII. BONDS:

The following bonds were received for Madison Place Phase 2B (Lots 1-21):

- 3-year maintenance bond in the amount of \$14,700 (\$700/lot requirement)
- 5-year maintenance bond in the amount of \$136,000 for sidewalk & asphalt improvements
- Maintenance Bond in the amount of \$241,250 for sewer improvements for 2 years past 100% occupancy of lots 1-12.

IX. POTENTIAL MOTIONS:

To recommend **approval** of the Madison Place Subdivision Phase 2B Final Plat consisting of 21 single-family residential lots, based on compliance with the Unified Development Code and consistency with prior approvals.

— OR —

To recommend **denial** of the Madison Place Subdivision Phase 2B Final Plat.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
(228) 875-4415

APPLICATION: SUBDIVISION DEVELOPMENT

—Specific Requirements Outlined in Chapter 2 of the Unified Development Code—

SUBDIVISION TYPE: ☐ Minor (4 lots or less) ☒ Major (more than 4 lots)

Phase of Development: ☐ Sketch Plat ☐ Preliminary Plat ☒ Final Plat

Effective June 11, 2006, the following application fees apply:

	Minor S/D	Major S/D
Sketch Plat	\$ 250 + \$1	\$ 300 + \$1
Preliminary Plat	\$ 250 + \$ 50/lot	\$ 250 + \$ 50/lot
Final Plat	\$ 250 + \$ 50/lot	\$ 250 + \$ 50/lot

\$1.00 fee per Ordinance 2022-17 following requirements of Section 25-60-5 MS Code Annotated.

Standard mail fee required for notification of property owners within 500' of applicant property. Exact fee to be determined by City, based on current postage rates.

Application Date: April 7, 2026 (Applications are due by the 7th of each month.)

Name of Subdivision: Madison Place Subdivision, Phase 2B

Address of Original Parcel(s): Madison Place Drive, Ocean Springs, MS

Parcel ID(s): 60124060.000

- | | | | |
|---------------------|---|-------|---------------------------------------|
| 1. Applicant: | <u>Meritage Homes of Mississippi</u> | Phone | <u>228-207-7169</u> |
| | Address <u>1635 Popps Ferry Rd. , Biloxi, MS 39532</u> | Email | <u></u> |
| 2. Local Agent: | <u>Heinrich & Associates, LLC</u> | Phone | <u>228-896-6768</u> |
| | Address <u>1806 23rd Ave. Ste B, Gulfport, MS 39501</u> | Email | <u>bobby.h@heinrichassociates.net</u> |
| 3. Owner of Record: | <u>Meritage Homes of Mississippi, INC</u> | Phone | <u></u> |
| | Address <u>18655 N.Claret Dr. Ste 400, Scottsdale, AZ</u> | Email | <u></u> |
| 4. Engineer: | <u>Terry Moran, PE</u> | Phone | <u>228-896-4733</u> |
| | Address <u>1806 23rd Ave. Ste B, Gulfport, MS 39501</u> | Email | <u></u> |
| 5. Land Surveyor: | <u>Poly Surveying</u> | Phone | <u>251-666-2010</u> |
| | Address <u>5588 Jackson Road, Mobile, AL 36619</u> | Email | <u>tfranklin@polysurveying.com</u> |
| 6. Attorney: | <u></u> | Phone | <u></u> |
| | Address <u></u> | Email | <u></u> |

☐ **Attach Appropriate Checklist for Requested Phase of Review**

Property Information

1. Tax Map Designation: Section 24 Township: 7 South Range: 8 West
2. Proposed Subdivision Location: On the south side of Madison Place Drive (*street*)
400 ft +/- (*distance in feet*) east (*relative direction*) of Riley Road (*street*)
3. List all contiguous holdings in the same ownership:
Section N/A Lot(s) N/A
4. Zoning of Parcel(s): R-D 5. Total Acreage: 4.21
6. Smallest Lot Size: 8,060 SF 7. Proposed # of Lots: 21
9. Is the property located within a special district? (historic district, waterview preservation, or other designated overlay district, etc.) No
11. Does the property include any wetlands? If so, include professional wetland delineation. Yes
12. Has any lot included in this request been previously split or reconfigured, to your knowledge? No
13. Are there any easements or other legal restrictions on the property? If so, please explain. See plans.
14. Are there any existing structures on the property? If so, will they be kept or demolished? No

Proposed Subdivision Information

15. Is the subdivision infrastructure proposed to be: ☒ PUBLIC or ☐ PRIVATE?
16. Are any commercial or multi-use activities proposed? ☐ Yes ☒ No
If so, please describe: _____
17. Are any variances being requested for the proposed subdivision? If so, please explain.
N/A
18. Have there been any variances, exceptions, appeals or special uses granted for any properties in this request?
☐ Yes ☒ No If yes, please explain and state the date(s) of approval: _____
19. Is any open space or common area included in this subdivision? (Include any bus stops.) ☐ Yes ☒ No
If yes, please describe: _____
20. Is the subdivision ingress/egress onto a "major" road, as classified by the City? ☒ Yes ☐ No
21. **Complete where applicable:**
For Preliminary Plat: Date **SKETCH PLAT** was approved by Board of Aldermen: July 6, 2021
For Final Plat: Date **PRELIMINARY PLAT** was approved by Board of Aldermen: March 4, 2025
 - Were any changes made subsequent to preliminary plat approval? ☒ Yes ☐ No
If yes, please describe: A new sewer line was added to the south side of Madison Place Drive and west side of Gibson Road for lots 1 - 21
 - Does this final plat request include the entire area approved in the preliminary plat? ☐ Yes ☒ No

Notes and Next Steps for each phase are provided on the **REQUIRED** checklists.

Affidavit of Ownership

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Meritage Homes of Mississippi, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Meritage Homes of Mississippi Parcel ID(s): 60124060.000

Date Property Acquired Date: _____ Book and Page of Each Conveyance: _____

Owner's Signature: [Signature] Date: 3.26.2026

ODD MERITAGE HOMES OF MISSISSIPPI

NOTE: If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.

STATE OF MS

COUNTY OF Hancock

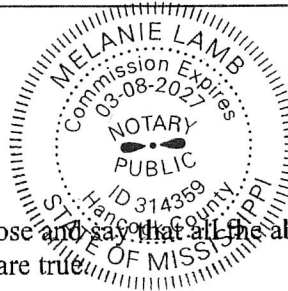
I [Signature], hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 1806 23rd Ave, Ste. B
Gulfport, MS 39501

Subscribed and sworn before me this 26th day of March, 2026

My Commission expires: 03-08-27

Notary Signature: [Signature]





CHECKLIST: SUBDIVISION DEVELOPMENT – FINAL PLAT

—Specific Requirements Outlined in Chapter 2.22 of the Unified Development Code—

PROPOSED SUBDIVISION NAME AND/OR PID#: 60124060.000

The following items **MUST** be checked off {☒}, APPLICANT signature must be provided on the second page, and this document must be included with the application to be eligible for review:

SUBMITTAL DOCUMENTS

- ☒ Final Plat - 3 full size plan sets (24"x36"), one 11"x17", and electronic PDF file if possible – to include all details from preliminary plat as well as additional information as described below:
 - ☒ Date, north arrow, scale and name of subdivision
 - ☒ Parcel ID number(s), lot numbers and numerical addresses shown on As Built
 - ☒ Name and address of owner(s)
 - ☒ Names and addresses of all abutting property owners, as shown on tax records
 - ☒ Dimensions accurate to nearest 1/10 of a foot and angles to nearest minute
 - ☒ Finish floor elevation of each lot
 - ☒ Bearing and length of every street line, lot line boundary line and building setback lines whether curved or straight
 - ☒ Names and lines of all proposed streets and alleys to be dedicated to public use
 - ☒ Tract boundary lines, all right-of-way lines of streets, easements, or other areas, as well as property lines of lots and other sites
 - ☒ Easements, reservations and any areas to be dedicated to public to be noted with dimensions, purpose and limitations
 - ☒ Location, material and description of monuments and markers with complete description of benchmarks, including location, type of mark, elevation and state plane coordinates
 - ☒ FEMA flood zone designations, base flood elevations and any areas within proposed subdivision subject to inundation by stormwater; plans to show proposal to eliminate ponding
 - ☒ Stormwater detention and erosion & sediment control facilities
 - ☒ Natural water bodies and wetlands (delineated)
 - ☒ Street light plan

- ☒ Street Signage plan
- ☒ Name, signature and seal of licensed engineer, placed on face of final plat and properly certified
- ☒ Final letters of approval for water and sewer systems have been received from DOH and DEQ *DOH not required, only tapped existing water main.*

No new main was installed.

Certificates

- ☒ A certificate showing that the Applicant is the landowner and certification that all prior easement rights to any person, utility or corporation have been absolved on the parcels to be dedicated to public use. The person, utility or corporation shall retain whatever rights they would have as if located on a public street. Recording data for all prior easement shall be included. Those prior easements shall be included and not subordinated.
- ☒ A certificate of dedication of all public streets, highways, water sanitary sewer, stormwater sewer, any other public utilities, and other rights-of-way, easements or parcels for public parks or other public use to the City of Ocean Springs, Mississippi, executed by the owners and all other parties who have a mortgage or lien interest in the property.
- ☒ A certificate by a registered land surveyor of the State of Mississippi to the effect that the plat represents an accurate survey made by him or someone under his direct supervision and that all dimensional and other data are correct.
- ☒ Certificates of approval by the Planning Commission and Board of Aldermen and a certificate of recording by the Chancery Clerk of Jackson County, Mississippi.
- ☒ The certificate of accuracy by the developer's engineer, registered to practice in the State of Mississippi, as required herein:
 - Plats to be certified by developer's engineer (registered MS PE), with this statement, on the final plat face: *"The plans of said subdivision and the construction of all improvements therein, which are or may become the property of the City of Ocean Springs, have been designed and constructed in accordance with the subdivision regulations of the City of Ocean Springs and all other laws, rules, ordinances, regulations, and they meet or exceed all accepted engineering standards."*
 - If a private development, plat must state: *"The infrastructure and streets have not been dedicated to the public for public use nor have they been accepted by the City of Ocean Springs as public improvements, and the infrastructure and streets shall be maintained by the required property owners' association within the subdivision, and the streets shall always be open to emergency vehicles, public and private utility maintenance and service personnel, and the U.S. Postal Service and governmental employees in pursuit of the official duties."*

INSPECTION AND REQUIRED ACTIONS

- ☒ The *final engineering inspection* must be scheduled so that it will be accomplished at least **fifteen (15) working days** prior to the regular monthly meeting of the Planning Commission. All *administrative and construction requirements* identified by the final inspection will be complete and all submittals made to the City at least **seven (7) working days** prior to the regular monthly meeting of the Planning Commission.
- ☒ The following items **MUST** be submitted two working day prior to the final engineering inspection:
 - One blueline copy of the construction drawings to include all items as they were constructed
 - One blueline print of the proposed plat to be recorded
 - A security instrument per lot according to a fee schedule for 3 years or 80% occupancy
 - Developer's warranty for 3 years or 85% occupancy
- ☒ After final engineering inspection and at least two working days prior to the Planning Commission at which final plat will be considered, the developer shall provide the final construction, contractor record **as-built** drawings to the City as follows: one (1) Mylar diazo film and three (3) sets of revised, if necessary, blueline copies.
- ☒ The location of water and sewer services shall be indicated with a "w" and "s" respectively, and shall be permanently stamped, cut or otherwise indicated into the curb abutting each lot or other location approved by City Engineer.
- ☒ The developer must have deposited sufficient funds with the City to cover the costs of material, labor and equipment associated with the City's installation of all signs required in the subdivision, including street markers and stop signs at all street intersections as well as any other signs required by the current Manual of Uniform Traffic Control Devices.

Final Plat Notes:

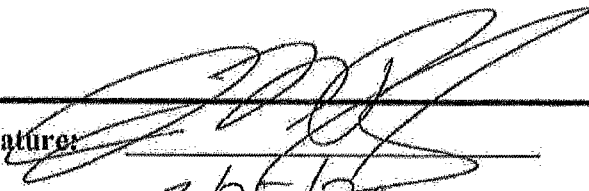
1. The Applicant may submit final plat copies for only that portion of the approved preliminary plat that they propose to record and develop at that time
2. Amendments to a subdivision plat shall be approved in the same manner as the original plat, except as otherwise provided for amending plats or replats herein.
3. Where only a portion of an approved preliminary plat is submitted for final approval, a final plat of the remaining area may be submitted at any time within two years of the preliminary plat without payment of any additional filing fee by the Applicant providing the final plat for the additional areas conform substantially with the approved preliminary plat.
4. The final plat shall be submitted for approval within the required two years. Applicants failing to complete construction and obtain final approval from the Board of Aldermen within the specified time may submit a request for an extension of six months. If an extension is granted, the final plat must be submitted within a total of 30 months from the original date of approval of the preliminary plat by the Board of Aldermen.
5. Upon approval of the final plat by the Board of Aldermen, the plat shall be submitted for recording within 60 days; otherwise final plat approval will be null and void.

Next Steps

Once the application is received (with all attachments) and fee is paid, the City will review the package and schedule the request on the next appropriate Planning Commission agenda. Appropriate time must be allowed for City review and public notification via standard mail and City review prior to the Planning Commission meeting. The Planning Commission will make a recommendation to the Board of Alderman, which will approve or reject the request. Applicants are encouraged to attend both the Planning Commission and Board of Aldermen meetings to respond to questions. The Planning Commission meets the 2nd Tuesday of each month at 6:00 pm and the Board of Aldermen meets the 1st and 3rd Tuesday of each month at 6:00 pm. All meetings occur in the City Hall Board room at 1018 Porter Avenue.

After Final Plat approval – REQUIRED steps:

- ☒ Building permits can be issued by City Building Department.
- ☒ Developer to submit Final Plat for recording with Jackson County within 60 days of plat approval by City to include all required plan signatures *prior* to submittal of plans.
- ☒ Within 30 days of final plat approval, developer to submit 4 signed copies – 18"x24" – of the approved Final Plat to Planning Department:
 - 1 mylar
 - 1 linen
 - 2 full size minimum 24lb paper
 - Also, one computer disc which contains all of the graphical information of these drawings as well as the final plat itself in a format compatible with the City Engineer's computer system [CAD].
- ☒ The Applicant shall file the plat with the Jackson County land records office within 12 months after final plat approval as provided by law.
- ☒ Jackson County will keep the linen copy. The mylar and one paper copy will be returned to the Planning Department.

Applicant Signature: 

DATE: 3/25/20

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF MISSISSIPPI, INC.

I, Malissia Clinton, do hereby certify that I am the duly appointed Executive Vice President – General Counsel and Secretary of Meritage Homes of Mississippi, Inc., an Arizona corporation (the “Company”).

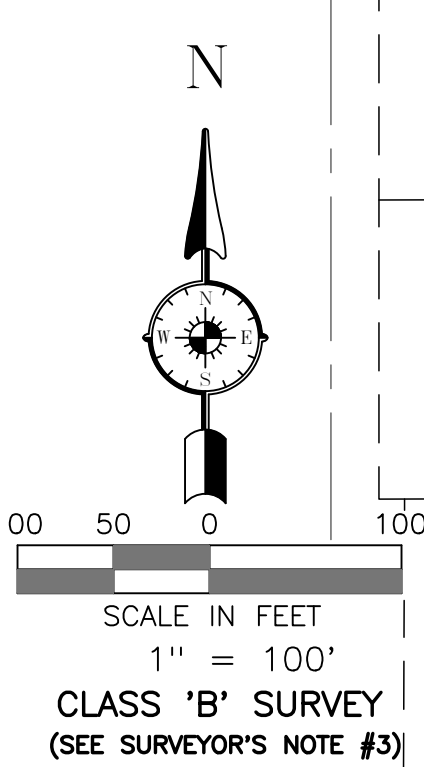
I also do hereby certify that the individuals named below are duly elected or appointed officers of the Gulf Coast Division of Company, holding the office(s) set forth opposite their names:

<u>NAME</u>	<u>OFFICE</u>
Omar Rodriguez	Region President
Jonathan White	Area President
Tucker Dorsey	Division President
Richard Roberson	Vice President – Finance – South Region
Marc Austin	Vice President – Operations – South Region
Ryan Hamilton	Vice President – Regional Counsel
Holly Johnson	Division Director of Finance

I also do hereby certify that each of the foregoing individuals has been authorized, by and on behalf of the Company, to execute documents, contracts, and agreements relating to the sale of completed homes (attached and detached) in the Gulf Coast Division of the Company, including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions.

Dated: 6/17/2025

DocuSigned by:
By: Malissia Clinton
636357DEA32A95F...
Name: Malissia Clinton
Title: Executive Vice President – General Counsel
and Secretary



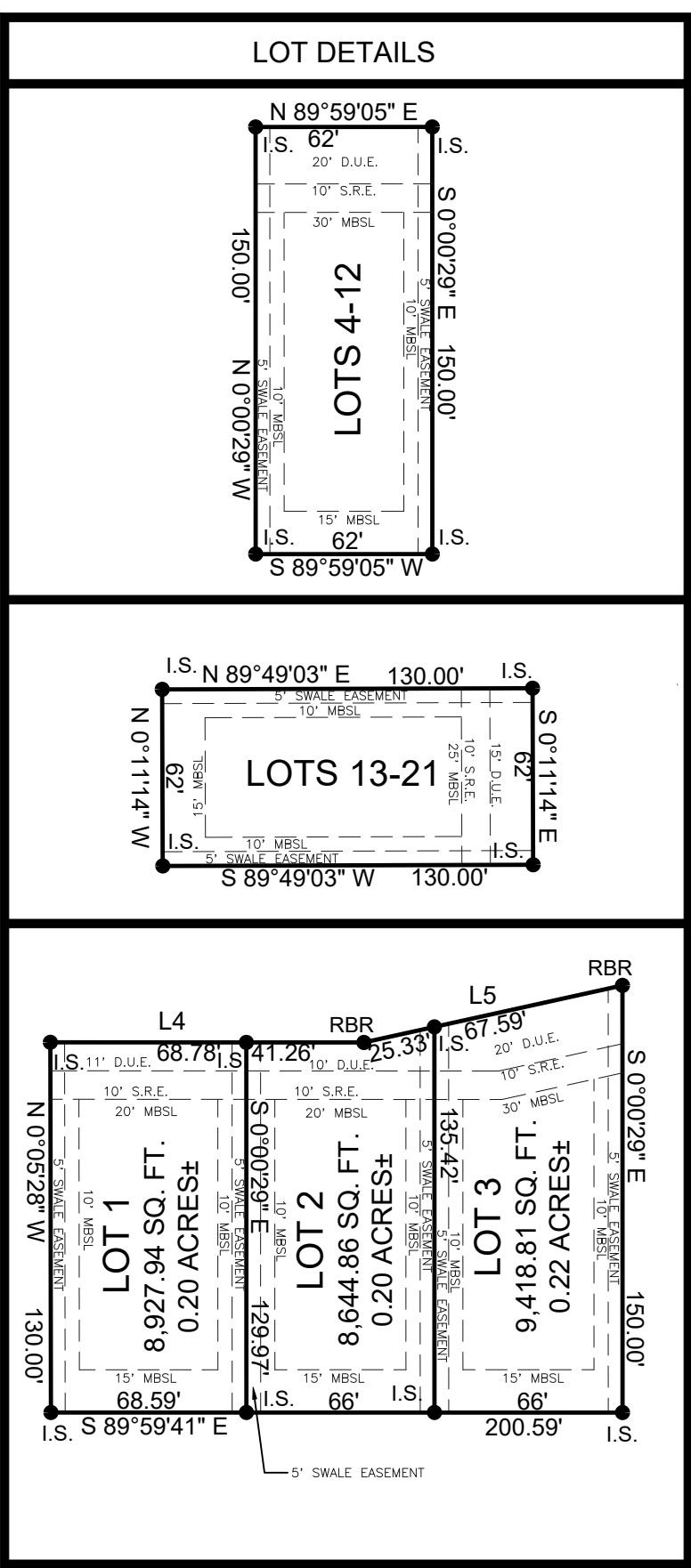
PARCEL ID: 60124040.000
CAREY CHRISTOPHER ROBERT
CAREY MALLORY
5120 RILEY RD
OCEAN SPRINGS, 39564

PARCEL ID: 60124050.000
HENGEN WAYNE L ET AL
RILEY RD
OCEAN SPRINGS, 39564

MADISON PLACE SUBDIVISION

PHASE 2B

CITY OF OCEAN SPRINGS, MS



MADISON PLACE DRIVE
(PAVED PUBLIC R/W VARIES)

COMMON AREA

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

LOT 36

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

LOT 50

LOT 51

LOT 52

LOT 53

LOT 54

LOT 55

LOT 56

LOT 57

LOT 58

LOT 59

LOT 60

LOT 61

LOT 62

LOT 63

LOT 64

LOT 65

LOT 66

LOT 67

LOT 68

LOT 69

LOT 70

LOT 71

LOT 72

LOT 73

LOT 74

LOT 75

LOT 76

LOT 77

LOT 78

LOT 79

LOT 80

LOT 81

LOT 82

LOT 83

LOT 84

LOT 85

LOT 86

LOT 87

LOT 88

LOT 89

LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

MADISON PLACE SUBDIVISION
PHASE 2B
CITY OF OCEAN SPRINGS, MS

SURVEYED DESCRIPTION:

LOTS 1–12

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI; THENCE RUN ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S 89°48'27"W, A DISTANCE OF 1345.73 FEET TO AN IRON REBAR LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE N 0°11'14" W, A DISTANCE OF 660.18 FEET TO AN IRON REBAR; THENCE RUN ALONG THE INTERSECTION OF GIBSON ROAD AND MADISON PLACE DRIVE, N 44°59'48" W, A DISTANCE OF 35.39 FEET TO AN IRON REBAR ON THE SOUTH RIGHT OF WAY LINE OF MADISON PLACE DRIVE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE AT MADISON PLACE DRIVE S 89°59'05" W, A DISTANCE OF 123.86 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,998.26 (FT) NORTHING AND 1,011,962.12 (FT) EASTING), BEING THE POINT OF BEGINNING. THENCE RUN S 0°00'29" E, A DISTANCE OF 150.00 TO A CAPPED IRON RBEAR; THENCE RUN S 89°59'05" W, A DISTANCE OF 558.02 FEET TO A CAPPED IRON REBAR; THENCE RUN N89°59'41"W, A DISTANCE OF 200.59 FEET TO A CAPPED IRON REBAR; THENCE RUN N 0°05'28"W, A DISTANCE OF 130.00 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,978.10 (FT) NORTHING AND 1,011,203.32 (FT) EASTING) LOCATED ON THE SOUTH RIGHT OF WAY LINE MADISON PLACE DRIVE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 89°58'12" E, A DISTANCE OF 110.04 FEET TO AN IRON REBAR ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 77°32'47"E, A DISTANCE OF 92.92 FEET TO AN IRON REBAR ON SAID SOUTH RIGHT OF WAY LINE; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE N 89°59'05" E, A DISTANCE OF 558.00 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING. CONTAINING 2.54 ACRES MORE OR LESS.

LOTS 13–21

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY MISSISSIPPI; THENCE RUN ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S 89°48'27"W, A DISTANCE OF 1345.73 FEET TO AN IRON REBAR LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE N 0°11'14" W, A DISTANCE OF 87.06 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,400.16 (FT) NORTHING AND 1,012,112.87 (FT) EASTING), BEING THE POINT OF BEGINNING; THENCE RUN S 89°49'03" W, A DISTANCE OF 130.00 FEET TO A CAPPED IRON REBAR; THENCE RUN N 0°11'14" W, A DISTANCE OF 558.00 FEET TO A CAPPED IRON REBAR; THENCE RUN N 89°49'03" E, A DISTANCE OF 130.00 FEET TO A CONCRETE MONUMENT (MISSISSIPPI EAST STATE PLANE COORDINATES BEING 332,958.13 (FT) NORTHING AND 1,012,111.03 (FT) EASTING) LOCATED ON THE WESTERLY RIGHT OF WAY LINE OF GIBSON ROAD; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S 0°11'14" E, A DISTANCE OF 573.13 FEET TO A CONCRETE MONUMENT, BEING THE POINT OF BEGINNING. CONTAINING 1.67 ACRES MORE OR LESS.

ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS USING THE TRANSVERSE MERCATOR PROJECTION AND REFERENCED TO NAD83, MISSISSIPPI EAST STATE PLANE COORDINATES WITH A CONVERGANCE ANGLE OF 00° 02' 41.38", COMBINED FACTOR OF 0.99985074.

SURVEYORS CERTIFICATE:

I, J. BRETT ORRELL, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE AND SEAL THIS ____ DAY OF _____, 2026

J. BRETT ORRELL, PLS MS. REG. NO. PS-29503

OWNERS CERTIFICATE AND DEDICATION:

THIS IS TO CERTIFY THAT MERITAGE HOMES OF MISSISSIPPI, INC. IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARES THIS IS TO BE A CORRECT PLAT OF MADISON PLACE SUBDIVISION, PHASE 2B, AND THAT SAID OWNER HEREBY DEDICATES THE RIGHT-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT UNTO THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI, FOR THE PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS ____ DAY OF _____, 2026

BY: _____
JONATHAN WHITE, AS AREA PRESIDENT

ACKNOWLEDGEMENT:

STATE OF _____

COUNTY OR PARISH OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY/PARISH OF

_____. STATE OF _____, PERSONALLY APPEARED THE

AFORENAMED, JONATHAN WHITE, AREA PRESIDENT OF MERITAGE HOMES OF MISSISSIPPI, INC, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING DEDICATION OF PLAT AS THE ACT OF DEED OF SAID OWNER, AFTER BEEN DULY AUTHORIZED TO DO SO.

GIVEN UNDER MY HAND AND SEAL OF THIS THE ____ DAY OF _____, 2026

NOTARY PUBLIC

INDEXING INSTRUCTIONS:

SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

SITE DATA	
TOTAL LAND AREA:	4.21 ACRES
SMALLEST LOT SIZE:	0.19 ACRES
TOTAL NUMBER OF LOTS:	21
LINEAR FEET OF STREETS:	1555' ±
OWNER INFORMATION:	
PARCEL ID: 60124060.000 MERITAGE HOMES OF MISSISSIPPI, INC RILEY ROAD OCEAN SPRINGS MS, 39564	

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THE DUPLICATE PLAT WITH THE ORIGINAL PLAT OF MADISON PLACE SUBDIVISION PHASE 2B, AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.
CHANCERY CLERK

WITNESS OUR SIGNATURES THIS ____ DAY OF _____, 2026

BY: _____ DEPUTY CLERK
BY: J. BRETT ORRELL P.L.S.

CERTIFICATE OF RECORD

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED IN THE OFFICE OF THE CHANCERY CLERK, JACKSON COUNTY, MISSISSIPPI AND WAS RECORDED IN PLAT BOOK

_____, ON PAGE _____, ON THE ____ DAY OF _____, 2026

BY: _____
CHANCERY CLERK

CERTIFICATE OF FINAL PLAT APPROVAL

ALL REQUIREMENTS OF THE CITY OF OCEAN SPRINGS UNIFIED DEVELOPMENT CODE RELATIVE TO THE PREPARATION AND SUBMISSION OF A SUBDIVISION PLAT HAVING BEEN FULFILLED, APPROVAL OF THIS PLAT IS HEREBY GRANTED, SUBJECT TO FURTHER PROVISIONS OF THE SAID UNIFIED DEVELOPMENT CODE.

WITNESS MY SIGNATURE THIS ____ DAY OF _____, 2026.

BY: _____
CHAIRMAN, PLANNING COMMISSION

CERTIFICATE OF APPROVAL BOARD OF ALDERMEN, CITY OF OCEAN SPRINGS

NOTE: THE CITY OF OCEAN SPRINGS MAKES NO REPRESENTATION AS TO THE SUITABILITY OF ANY LOT IN THIS SUBDIVISION.

THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI HEREBY APPROVE THIS PLAT AND ACCEPT THE DEDICATION OF EASEMENTS, AS

GRANTED AT THEIR MEETING THE ____ DAY OF _____, 2026

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF OCEAN SPRINGS,

MISSISSIPPI, THIS THE ____ DAY OF _____, 2026.

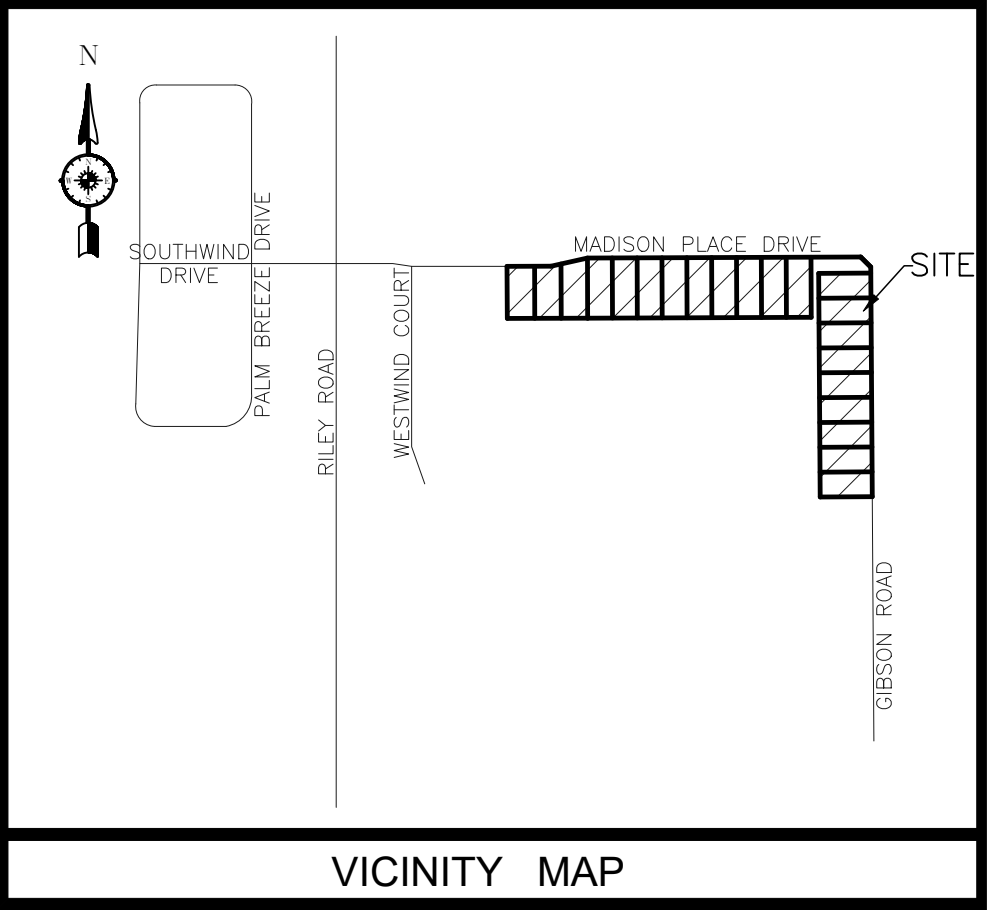
ROBERT "BOBBY" COX, MAYOR CITY CLERK

CERTIFICATE OF DEVELOPER'S ENGINEER

THE PLANS OF SAID SUBDIVISION AND THE CONSTRUCTION OF ALL IMPROVEMENTS THEREIN, WHICH ARE OR MAY BECOME THE PROPERTY OF THE CITY OF OCEAN SPRINGS, HAVE BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATION SOF THE CITY OF OCEAN SPRINGS AND ALL OTHER LAWS, RULES, ORDINANCES, REGULATIONS AND THEY MEET OR EXCEED ALL ACCEPTED ENGINEERING STANDARDS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2026.

BY: _____



VICINITY MAP

SURVEYOR'S NOTES

1. TYPE OF SURVEY: SUBDIVISION OF LAND

2. BUILDING SETBACKS
FRONT YARD = 25 FEET (UNLESS OTHERWISE NOTED)
SIDE YARD = 10 FEET
REAR YARD = 15 FEET

3. ALL BEARINGS BASED ON THE GRID NORTH AS DETERMINED BY RTK GPS USING THE TRANSVERSE MERCATOR PROJECTION AND REFERENCED TO NAD83, MISSISSIPPI EAST STATE PLANE COORDINATES WITH A CONVERGANCE ANGLE OF 00° 02' 41.38", COMBINED FACTOR OF 0.99985074.

4. ELEVATIONS BASED NAVD88 DATUM, TIED TO THE LOCAL MONUMENT NOTED AS BENCHMARK 'B', BEING A BRASS DISK IN THE BACK OF CONCRETE CURBING ALONG THE SOUTH SIDE OF MADISON PLACE DRIVE AND SHOWN ON THE RECORD PLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN MAP BOOK 24, PAGES 80–82.

5. FIELD WORK FOR THIS SURVEY WAS PERFORMED MARCH 24, 2026

6. INFORMATION SHOWN ON THIS DRAWING REGARDING THE LOCATION OF FLOOD ZONE LINES IS BASED ON GRAPHIC PLOTTING OF DIGITAL INFORMATION TAKEN FROM THE FEMA MAP SERVICE CENTER. THE FILES ARE PLOTTED AT THE SAME SCALE AND OVERLAID WITH THE PROPERTY BOUNDARY SURVEY INFORMATION TO COMPILE THE REPRESENTATION OF FLOOD ZONE LINES LOCATION. REQUIRED BUILDING FLOOR ELEVATIONS MUST BE VERIFIED THROUGH THE LOCAL GOVERNING BUILDING OFFICIAL. THE ZONE ELEVATION LINES, IF SHOWN ON THIS DRAWING, WERE TAKEN FROM FEMA FLOOD MAPS AND DO NOT NECESSARILY MATCH REQUIRED FLOOR ELEVATIONS OF LOCAL GOVERNING ENTITIES. THIS PROPERTY IS LOCATED IN ZONES "X-UNSHADED" AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OFFICIAL FLOOD INSURANCE RATE MAP, MAP NUMBER 28059C 0311G, EFFECTIVE MARCH 16th, 2009.

7. ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ((I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

8. ANY EROSION CONTROL, DETENTION/RETENTION POND, COMMON AREA AND LANDSCAPING AREAS AND NON PUBLIC SIGNAGE DEPICTING THE NAME OF THE SUBDIVISION SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, IF ESTABLISHED, OR IN THE EVENT A HOMEOWNERS ASSOCIATION IS NOT ESTABLISHED, THE OWNERSHIP AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE AGGREGATE LOT OWNERS.

9. THE OWNER OF THIS DEVELOPMENT IS MERITAGE HOMES OF MISSISSIPPI INC.

10. EACH PROPERTY OWNER SHALL MAINTAIN ALL SEDIMENT AND EROSION CONTROL IMPROVEMENTS USING BEST MANAGEMENT PRACTICES, LANDSCAPING OR OTHER SUITABLE METHODS IN PERPETUITY. WHEN PROBLEMS ARISE DUE TO INADEQUATE MAINTENANCE, THE CITY INSPECTOR MAY INSPECT THE IMPROVEMENTS AND COMPEL THE CORRECTION OF THE PROBLEM BY WRITTEN NOTICE. IF IT IS IMPRACTICABLE FOR THE PROPERTY OWNER TO MAKE THE CORRECTION, THE PROPERTY OWNER MAY CONTRACT WITH THE CITY FOR THE CORRECTION OF THE PROBLEM IF SUCH SERVICE IS AVAILABLE, PROVIDED THE CITY IS ADEQUATELY REIMBURSED.

11. BASED ON THE JACKSON COUNTY, MISSISSIPPI TAX PARCEL RECORDS, THE PARCEL ID OF THE SUBJECT PROPERTY IS 60124060.000.

12. IN CASES WHERE THE SETBACK LINE CONFLICTS WITH AN EASEMENT, THE EASEMENT SHOULD TAKE PRECEDENCE OVER THE SETBACK LINE WITH SETBACK LINE CONFORMING TO THE WIDTH OF THE EASEMENT. OWNER SHOULD CONTACT COUNTY AND/OR CITY BUILDING CODE AND PUBLIC WORKS FOR CONFIRMATION.

13. ALL CORNERS, P.C.'S, P.T.'S AND TURNS IN LINES ARE ONE HALF INCH FOUND OR SET CAPPED IRON PINS, UNLESS SHOWN OTHERWISE.

14. ALL FINISHED FLOOR ELEVATIONS SHOULD BE A MINIMUM OF 1' ABOVE TOP OF CURB.

15. TOTAL NUMBER OF LOTS: 21

16. CURRENT ZONING: TWO–FAMILY RESIDENTIAL (R–D)

17. 25' MINIMUM BUILDING SETBACK LINE ON ALL FRONT LOT LINES, UNLESS SHOWN OTHERWISE.

18. 10' MINIMUM BUILDING SETBACK LINE ON ALL SIDES & 15' MINIMUM BUILDING SETBACK LINE ON REAR LOT LINES, UNLESS SHOWN OTHERWISE.

19. CLASS 'B' SURVEY

MADISON PLACE SUBDIVISION PHASE 2B

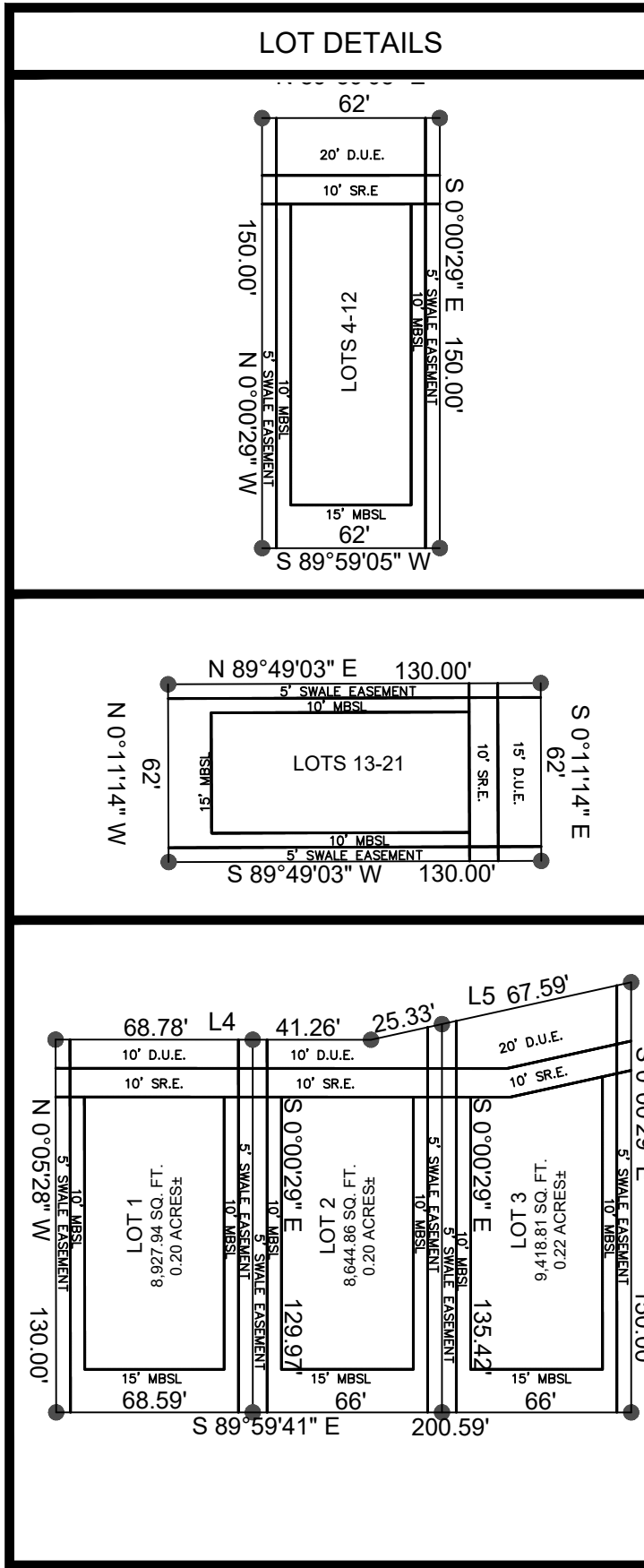
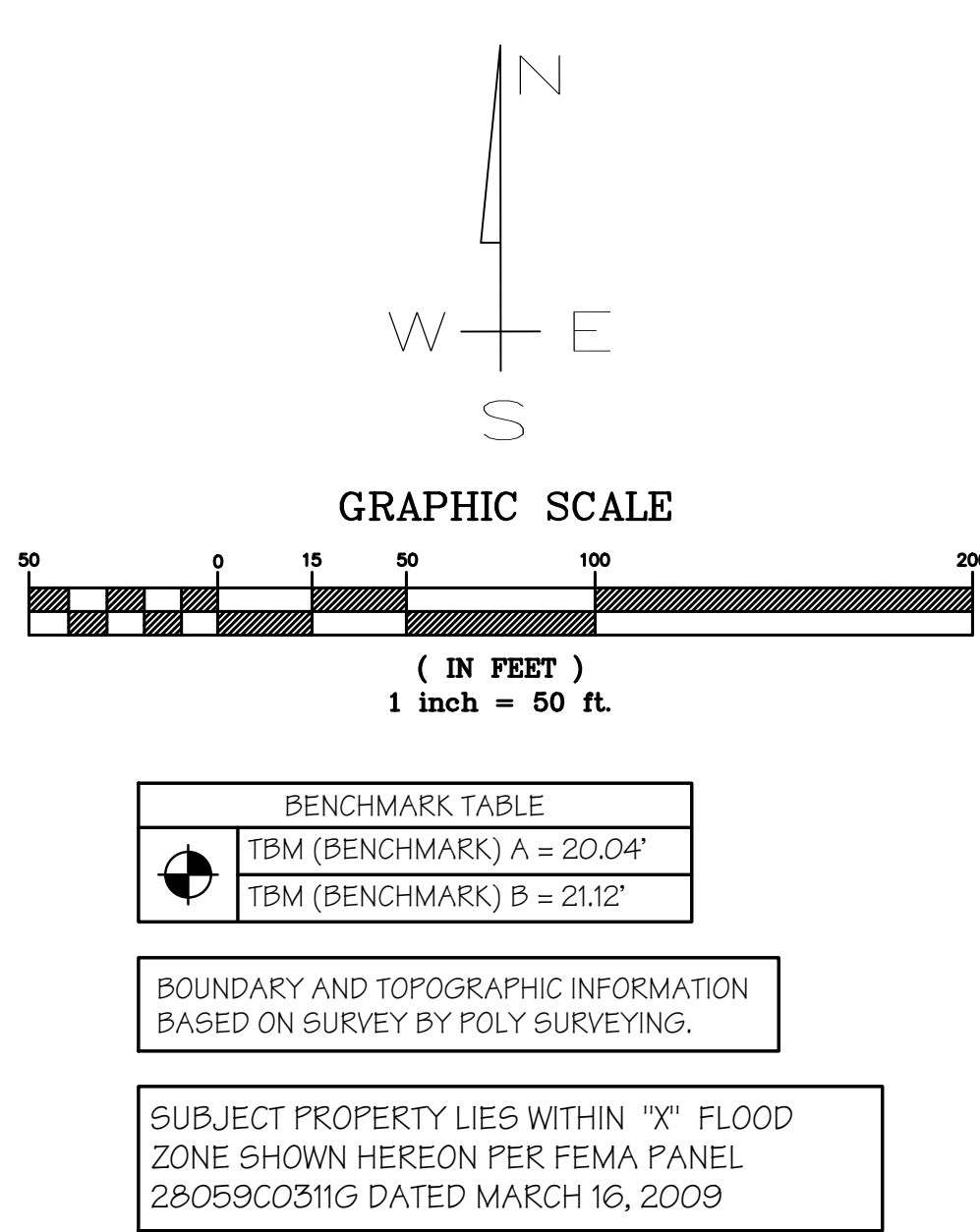
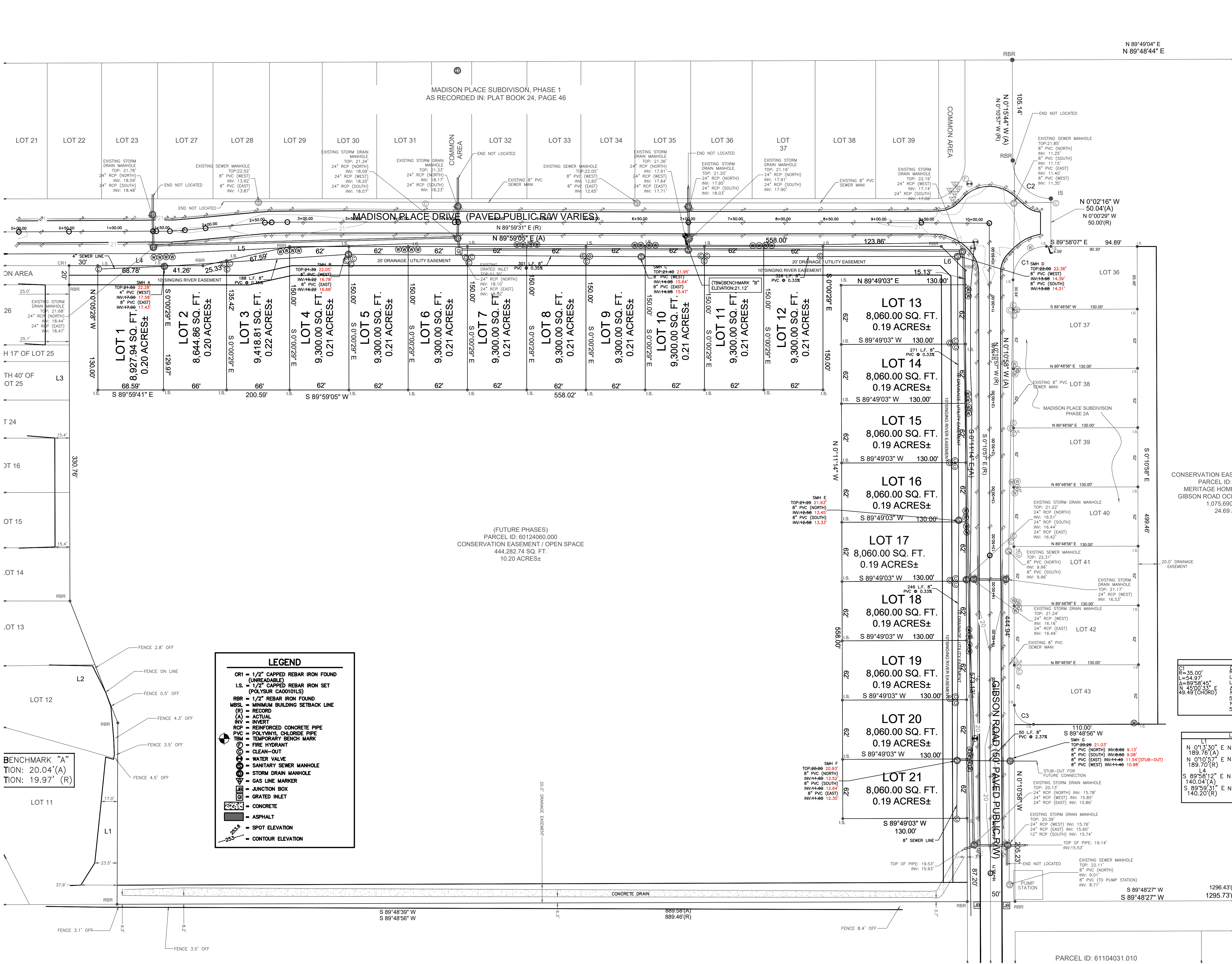
MADISON PLACE DRIVE AND GIBSON ROAD

FINAL PLAT

DRAWN BY: A.D.L. SURVEY DATE: 03/24/2026 SCALE: N/A [18"x24" PRINT
CHECKED BY: TDF FIELD DATE: 03/24/2026 FILE NAME:2506–5000 [S–(42)

SHEET NO.

2 OF 2



CURVE DATA				
C1	R=35.00'	L=40.00'	C2	R=20.00'
	L=54.37'	L=62.64'(A)		L=31.42'
	A=89°58'45"	L=62.71'(R)		A=89°59'54"
	N 45°00'33" E	A=89°43'41"		N 45°11'01" W
	49.49'(CHORD)	N 45°00'31" W (A)		28.28'(CHORD)
		N 45°05'43" W (R)		
		56.48'(CHORD)(R)		

LINE TABLE			
L1	N 01°35'50" E	N 21°26'51" W	N 07°08'50" W
	189.76'(A)	136.98'(A)	350.76'(A)
	N 07°05'52" E	N 21°06'55" W	N 01°44'48" W
	189.70'(R)	136.51'(R)	350.89'(R)
	S 89°58'12" E	N 77°32'47" E	S 44°59'48" E
	140.04'(A)	92.92'(A)	35.39'(A)
	S 89°59'51" E	N 77°32'24" E	S 45°05'43" E
	140.20'(R)	92.76'(R)	35.30'(R)

CONFORMS TO
CONSTRUCTION
RECORDS
DATE: 5/5/26 BY: [Signature]

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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

SITE PLAN

SCALE: 1" = 150'-0"

Terry Moran & Associates, PLLC

Terrill J. Moran, P.E., P.L.S.

1806 23rd Ave., Suite B
Gulfport, MS 39501

PH 228.896.4733
FAX 228.896.6768

In Accordance With

HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN

1806 23rd Ave., Suite B - Gulfport, MS 39501

PH (228) 896-0765

SITE PLAN

Project

MADISON PLACE SUBDIVISION
PHASE 2B LOTS 1-21
OCEAN SPRINGS, MS

Date 5-5-26

Drawn By S.G.C.

Check By R.B.H.

REV

Sheet

2

Project No

25-140

Madison Place Subdivision, Phase 2
Street Light Layout

REVISED
02/13/25
DRAWN BY
db3
CHECKED
drb
DATE
02/15/24

LOT LAYOUT

SHEET TITLE

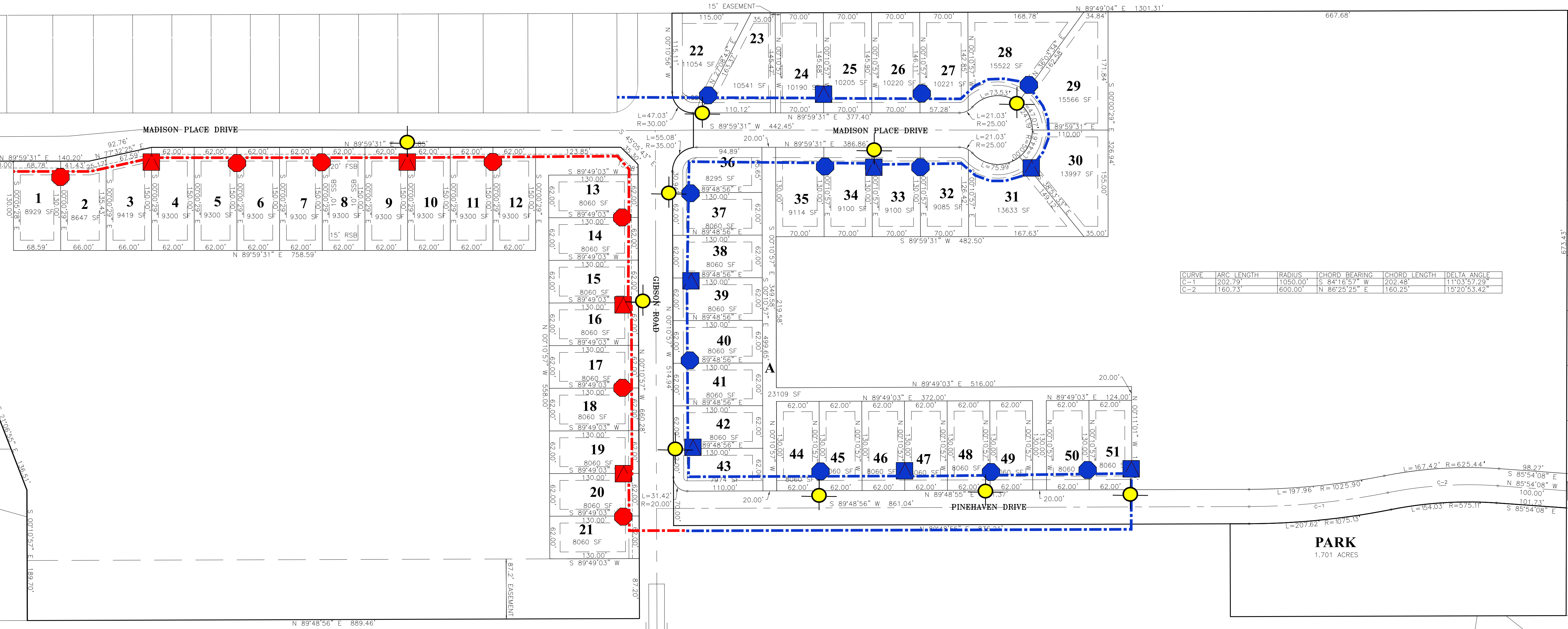
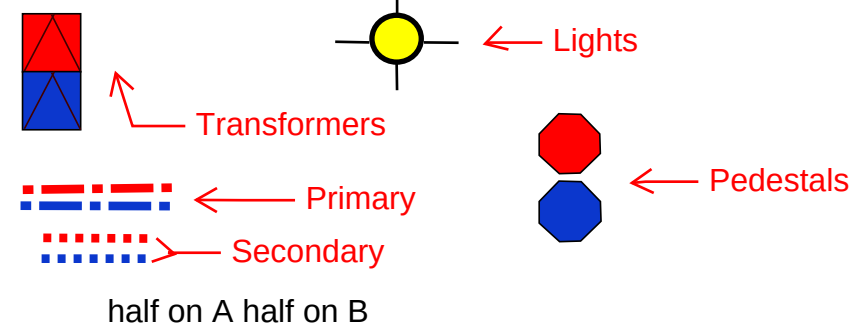
PROJECT NAME
MADISON PLACE
SUBDIVISION PHASE 2

14397 Creosote Road
Gulfport, Mississippi 39503
(228) 297-1647

ENGINEERING SERVICES, LLC

SHEET
3
OF 17
PROJECT NO.
madisonpl2.dwg

Legend



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C-1	202.79'	1050.00'	S 84°16'57" W	202.48'	11°03'57.29"
C-2	160.73'	600.00'	N 86°25'25" E	160.25'	15°20'53.42"

GENERAL NOTES

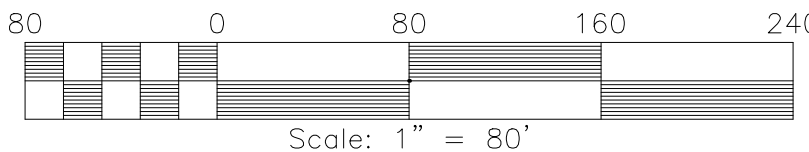
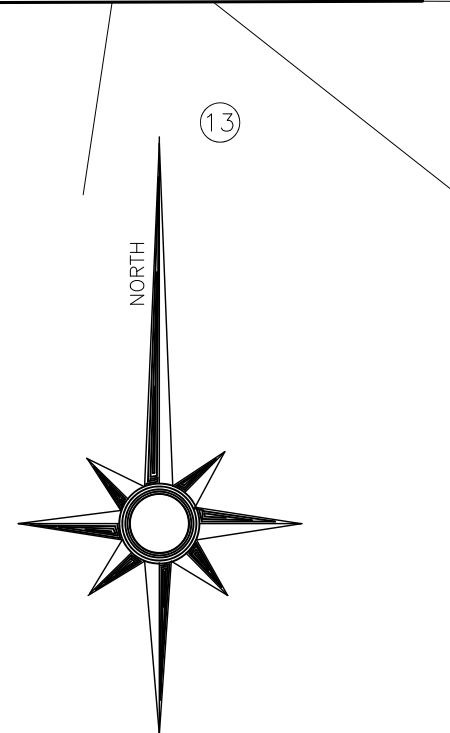
- 1.) ALL EASEMENTS SHALL BE FOR UTILITY, DRAINAGE, TELEPHONE, GAS, AND ACCESS PURPOSES UNLESS OTHERWISE NOTED.
- 2.) A 15' EASEMENT SHALL LOCATED ALONG BOTH SIDES OF ALL RIGHT-OF-WAYS.
- 3.) A 5' WIDE SWALE DRAINAGE EASEMENT WILL BE RESERVED ALONG ALL SIDE LOT LINES.
- 4.) PARCEL "A" IS AN EASEMENT IN ITS ENTIRETY.

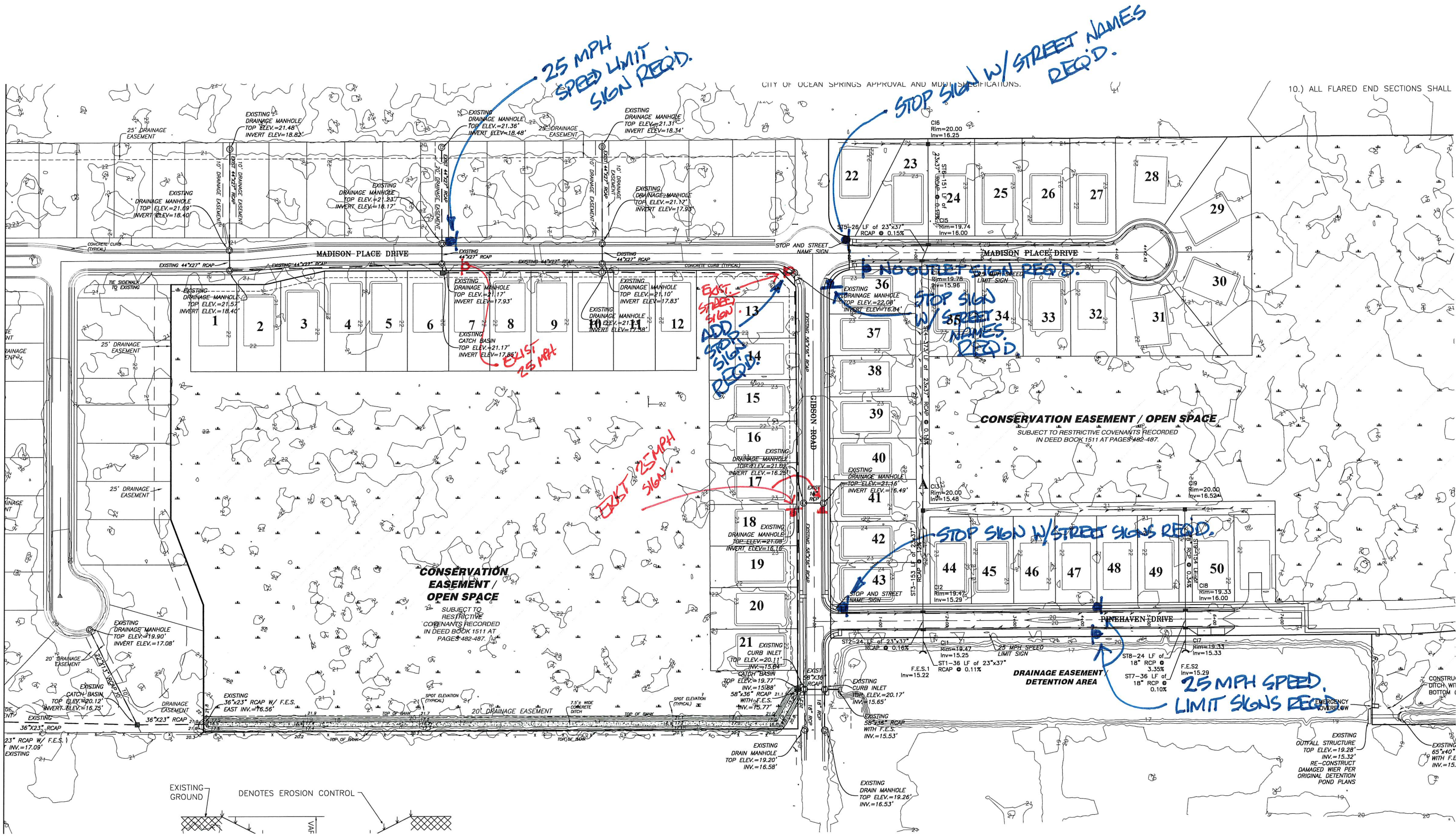
SITE ZONING:

R-D (MEDIUM DENSITY SINGLE-FAMILY
RESIDENTIAL)
MINIMUM LOT AREA = 7,500 SQUARE FEET
MINIMUM LOT WIDTH = 62 FEET
MAX BUILDING HEIGHT = 35 FEET

BUILDING SETBACKS:

FRONT YARD - 20 FEET
REAR YARD - 15 FEET
SIDE YARD - 10 FEET
SIDE YARD ABUTTING STREET - 10 FEET
SEE LOT 8 FOR EXAMPLE





25-140



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
100 CANAL STREET
MOBILE, AL 36602-1901

APRIL 13, 2026

South Mississippi Branch
Regulatory Division

SUBJECT: Department of the Army, Permit Modification 4, File Number SAM-2004-03387-RCV, Elliott Land Development, LLC, Madison Place Subdivision, Jackson County, Mississippi

Elliott Land Development, LLC
Attention: Mr. Brandon Elliott
1402 Pass Road
Gulfport, Mississippi 39501
Email Address: brandon@myelliottthome.com

Dear Mr. Elliott:

This letter is in response to your request for a 4th modification of Department of the Army (DA) permit SAM-2004-03387-RCV, issued on October 17, 2024, for construction of a single-family home development, which should be referred to in all future correspondence with this office concerning this project. The project is located around intersection of Madison Place and Gibson Road between Riley Road and an un-named tributary to Davis Bayou in Section 24, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi. (Latitude 30.414566 and Longitude -88.744846).

In accordance with your request, the subject DA permit is transferred to Meritage Homes of Mississippi, INC, 1635 Popp's Ferry Road, Suite A, Biloxi, MS, 39532.

If the activity authorized herein is not completed on or before **October 08, 2029**, this permit, if not previously revoked or specifically extended, shall expire. Work will be completed as described in the attached permit dated October 17, 2024, and in accordance with the attached drawings. All other previous conditions to which the work is made subject shall remain in full force and effect.

Electronic copies of this permit are being provided to your agent, Heinrich & Associates, Attention: Ms. Audra Mueller at audra.s@heinrichassociates.net; the permit transferee, Meritage Homes of Mississippi at Jordan.Bursch@meritagehomes.com; the Mississippi Department of Environmental Quality, Attention: Ms. Carrie Barefoot (WQC2023033), at CBAREFOOT@mdeq.ms.gov; and the Mississippi Department of Marine Resources, Attention: Ms. Willa Brantley (DMR22-000663), at Willa.Brantley@dmr.ms.gov.

Please contact Ms. Kaaren M. Neumann at (228) 386-8293 or e-mail at Kaaren.M.Neumann@usace.army.mil, should you have any questions. For additional

information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will help us improve our services.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Kelcey R. Shaw, PE, PMP
Colonel, U.S. Army
District Commander

BY:  Date: 2026.04.13
13:45:56 -05'00'
Kaaren M. Neumann, Biologist
South Mississippi Branch
Regulatory Division

Attachments

DEPARTMENT OF THE ARMY PERMIT

Permittee: Elliott Land Development, LLC

Permit No.: SAM-2004-03387-RCV

Issuing Office: MOBILE DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (USACE) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project will involve the permanent discharge of fill material into 13.05 acres of pine flatwood wetlands and 52 linear feet of an un-named tributary to Davis Bayou for the construction of 51 residential lots, two roadways, and a culverted road crossing. The residential lots will be constructed along two existing roadways and two proposed roadways. Approximately 24.25 acres on-site will be preserved which include approximately 20.01 acre of wetlands and 157 linear feet of an un-named tributary to Davis Bayou. Preservation of on-site wetlands will provide 1.5 compensatory mitigation credits. In addition, approximately 3.99 pine savannah wetland credits will be purchased from Wetland Solutions, Devil's Swamp Phase II.

ATTACHED: 1. Project Maps/Plans

2. Mississippi Department of Environmental Quality, 401 Water Quality Certification (WQC2023033) dated 26 July 2024.

3. Mississippi Department of Marine Resources, CZM Consistency Concurrence (DMR22-000663) dated 29 August 2024

Project Location: Un-named Tributary to Davis Bayou; 53 acres around intersection of Madison Place and Gibson Road between Riley Road and an un-named tributary to Davis Bayou in Section 24, Township 7 South, Range 8 West, Ocean Springs, Jackson County, Mississippi. (Latitude 30.414566 and Longitude -88.744846) .

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on October 08, 2029. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

- a. The permittee shall comply with all requirements of the Mississippi Department of Environmental Quality Section 401 Water Quality Certification (WQC2023033) dated 26 July 2024.
- b. The permittee shall comply with all requirements of the Mississippi Department of Marine Resources Coastal Zone Consistency Determination (DMR22-000663) dated 29 August 2024.
- c. If any evidence of the presence of Endangered/Threatened Species is found during construction, ground disturbing activities in the immediate vicinity must cease, and the permittee shall notify the USACE, Mobile District and the U.S. Fish and Wildlife Service immediately.

USACE, Mobile District, Attention: Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628-0001; 251-690-2658

USFWS, 6578 Dogwood View Parkway, Suite A, Jackson, Mississippi 39213; 228-493-6631

- d. Best management practices shall be implemented to minimize erosion, siltation and damage to waters of the United States. Appropriate erosion and siltation control measures must be used and maintained in effective operating condition during construction. All temporary erosion control features shall remain in place until permanent stabilization measures have been completed and have become fully effective. The permittee shall be responsible for the removal of any excess sediment deposits which occur in waters of the United States as a result of the construction activities.
- e. Only clean, suitable material free of waste, metals, organic trash, unsightly debris, etc., may be used as fill associated with the construction activities. Construction material discharged in wetlands must be free from toxic pollutants in accordance with state and federal regulations.
- f. Should artifacts, archeological features, Native American artifacts, human remains, or other cultural resource materials be encountered during project activities, work shall cease and the U.S. Army Corps of Engineers (USACE) shall be consulted immediately by telephone at: (251) 690-2658 such that USACE may initiate appropriate federal, state, and tribal coordination to determine appropriate documentation and recovery efforts. If any archaeological or cultural materials are discovered during the project undertaking, neither the construction team nor the applicant will disclose this information to the public or the media in any manner. Discoveries of archaeological materials will be kept private and confidential. This stipulation shall be placed on the construction plans, and it is the permittee's responsibility to ensure that contractors are aware of this requirement.
- g. Prior to initiation of any construction activities on-site, the permittee shall purchase 3.99 pine savannah wetland credits from the Wetland Solutions' Devils Swamp Mitigation Bank Phase II. Written proof of purchase of wetland mitigation credits shall be provided to the USACE Mobile District, Regulatory Division, P.O. Box 2288, Mobile, Alabama 36628-0001, or by email to Kaaren.M.Neumann@usace.army.mil, prior to commencement of construction activities authorized by this permit.
- h. It is the responsibility of the permittee to ensure that all persons and contractors working on this project are aware of all general and special conditions of the permit. A copy of this permit and its general and special conditions shall remain available on site at all times during earthmoving and project construction activities.
- i. Within 60 days from issuance of this permit, the permittee shall place a USACE approved Restrictive Covenant on the 24.25 acres of persevered property which includes approximately 20.01 acres of wetlands and 157 linear feet of un-named tributary to Davis Bayou (Section 24, Township 7 South, Range 8 West, City of Ocean Springs, Jackson County, Mississippi) as part of the required mitigation for this project. This covenant shall be properly recorded on the land records of Jackson County. The permittee shall provide a certified copy of the land records to USACE documenting that the restrictive covenant has been properly recorded.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

ENG FORM 1721, Nov 86

(33 CFR 325 (Appendix A))

- () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed federal project.

3. Limits of Federal Liability. In issuing this permit, the federal government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a re-evaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR Part 325.7 or enforcement procedures such as those contained in 33 CFR Parts 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR Part 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the USACE will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE) MR. BRANDON ELLIOTT
FOR: ELLIOTT LAND DEVELOPMENT, LLC
1402 PASS ROAD
GULFPORT, MISSISSIPPI 39501

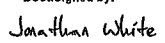
10/11/24
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

JEREMY J. CHAPMAN
COLONEL, U.S. ARMY
(DISTRICT COMMANDER)

BY: 
DYLAN C. HENDRIX, CHIEF
SOUTH MISSISSIPPI BRANCH
REGULATORY DIVISION
10/17/2024
(DATE)

When the structures or work authorized by this permit (SAM-2004-03387-RCV) are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

DocuSigned by:

66E440AF45FD408
(TRANSFEEE) MR. JONATHAN WHITE
FOR: MERITAGE HOMES OF MISSISSIPPI, INC
1635 POPPS FERRY ROAD, SUITE A
BILOXI, MS, 39532

3/12/2026
(DATE)

SECRETARY'S CERTIFICATE

MERITAGE HOMES OF MISSISSIPPI, INC.

I, Malissia Clinton, do hereby certify that I am the duly appointed Executive Vice President – General Counsel and Secretary of Meritage Homes of Mississippi, Inc., an Arizona corporation (the “Company”).

I also do hereby certify that the individuals named below are duly elected or appointed officers of the Gulf Coast Division of Company, holding the office(s) set forth opposite their names:

<u>NAME</u>	<u>OFFICE</u>
Omar Rodriguez	Region President
Jonathan White	Area President
Tucker Dorsey	Division President
Richard Roberson	Vice President – Finance – South Region
Marc Austin	Vice President – Operations – South Region
Ryan Hamilton	Vice President – Regional Counsel
Holly Johnson	Division Director of Finance

I also do hereby certify that each of the foregoing individuals has been authorized, by and on behalf of the Company, to execute documents, contracts, and agreements relating to the sale of completed homes (attached and detached) in the Gulf Coast Division of the Company, including deeds, closing statements, escrow instructions, HUD statements and forms, and related closing documents and instructions.

Dated: 6/17/2025 _____

DocuSigned by:
 By: Malissia Clinton
535357DEA32A45F...
 Name: Malissia Clinton
 Title: Executive Vice President – General Counsel
 and Secretary

STATE OF MISSISSIPPI

COUNTY OF JACKSON

**DECLARATION OF
RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 11th day of October, 2024 by ELLIOTT LAND DEVELOPMENTS, LLC, a Mississippi limited liability company ("Covenantor").

RECITALS

WHEREAS, Covenantor is the owner of one parcel of real property located in Jackson County, State of Mississippi, more particularly described as Parcel Number 60124060.000 as:

Legal Description and Survey attached hereto as Exhibit "A"; and

WHEREAS, the said Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Mississippi and the United States; and

WHEREAS, in consideration of the issuance of Permit Number SAM-2004-03387-RCV ("Permit") by the U.S. Army Corps of Engineers, Mobile District ("Corps" or "Mobile District," to include any successor agency) pursuant to Section 404 of the Clean Water Act and /or Section 10 of the Rivers and Harbors Act authorizing certain activities in waters of the United States, and in recognition of the continuing benefit to the property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Covenantor has agreed to perform certain mitigation and to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever;

NOW THEREFORE, Covenantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Covenantor," below), lessees, or other occupiers and users.

1. **Prohibitions & Restrictions.**

- a. **General.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of the topography in any manner except as specifically provided for in the Mitigation Plan of the Permit.
- b. **Waters and Wetlands.** There shall be no draining, dredging, damming, or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations except as specifically provided for in the Mitigation Plan of the Permit.
- c. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of non-native or exotic species of trees or vegetation.
- d. **Uses.** No agricultural, industrial, or commercial activity shall be undertaken or allowed.
- e. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, nor any additions to existing structures.
- f. **New Roads.** There shall be no construction of new roads or trails without the prior written approval of the Mobile District Engineer, including the manner in which they are constructed.
- g. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4 wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
- h. **Utilities.** There shall be no construction or placement of utilities or related facilities without the prior approval of the Mobile District Engineer.
- i. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Mobile District Engineer.
- j. **Other Prohibitions.** Any other use of, or activity on, the protected property which is or may become inconsistent with the purposes of this grant, the preservation of the protected property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Covenantor. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above. The Covenantor reserves the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, that is to preserve the protected property substantially in its natural condition, and to protect its environmental systems. Notwithstanding the foregoing Restrictions, Covenantor reserves for itself, its heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to the Mobile District Engineer, except where expressly provided otherwise:

a. **Landscape Management.** Landscaping by the Covenantor to prevent severe erosion or damage to the protected property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the protected property.

b. **Wildlife and Forestry Management.** The Covenantor will naturally manage these lands to preserve and improve the existing forest and wildlife resources. Timber harvesting and management by Covenantor is limited to the extent necessary to protect the natural environment in areas where the forest is damaged by natural forces such as fire, flood, storm, insects or infectious organisms. Timber management is expressly understood to include periodic controlled burning or mowing when deemed advisable to mitigate the risk of wildfires. Such timber harvest and/or management shall be carried out only after approval by the Mobile District Engineer.

c. **Recreation.** Covenantor reserves the right to engage in any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the protected property. No written notice required.

d. **Mineral Interests.** Covenantor specifically reserves a qualified mineral interest in subsurface oil, gas, or other minerals and the right to access such minerals. However, there shall be no extraction or removal of, or exploration for, minerals by any surface mining method, nor by any method which results in subsidence or which otherwise interferes with the continuing natural condition of the protected property.

e. **Road Maintenance.** Covenantor reserves the right to maintain existing roads or trails. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance or roadside ditches.

- f. **Other Reserved Rights.** Covenantor reserves the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, the preservation of the protected property substantially in its natural condition, and the protection of its environmental systems.

5. **Compliance Inspections.** The Corps, and its authorized agents shall have the right to enter and go upon the lands of Covenantor, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Covenantor grants to the Corps and/or the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. These enforcement rights are cumulative, in addition to, and shall not limit enforcement rights available under other provisions of law or equity, or under any permit or certification.

7. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

8. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at:

PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI.

9. **Separability Provision.** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Covenantor has duly executed this Declaration of Restrictive Covenants this the date written above.

IN THE PRESENCE OF:

Covenantor

ELLIOTT LAND DEVELOPMENTS, LLC

Print Name: _____

By: _____

Brandon Elliott

Print Name: _____

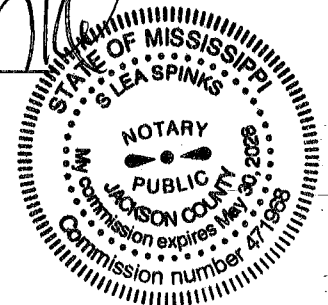
Its: _____

Managing member
Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me Brandon Elliott, the undersigned witness, and made oath that he/she saw the within named Elliott Land Developments, LLC, a Mississippi limited liability company, by Brandon Elliott, its Member, sign, seal and as his act and deed, deliver the within named Declaration of Restrictive Covenants; and that he with the other witness named above witnessed the execution thereof.

Signature



**PROPOSED LEGAL DESCRIPTION:
RESTRICTIVE COVENANTS "1"**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO LYING ON THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE FURTHER ALONG SAID SECTION LINE, S89°48'56"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE WEST MARGIN OF SAID GIBSON ROAD AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 20.00 FEET TO A SET 1/2" IRON ROD AT THE NORTHEAST CORNER OF A 20 FOOT PLATTED DRAINAGE EASEMENT, AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 67.20 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE LEAVING THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°49'03"W 130.00 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A LINE BEING PARALLEL WITH THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 558.00 FEET TO A SET 1/2" IRON ROD; THENCE N89°49'03"E 130.00 FEET TO A SET 1/2" IRON ROD LYING ON THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N00°10'57"W 15.08 FEET TO A SET 1/2" IRON ROD; THENCE CONTINUE ALONG THE WEST MARGIN OF GIBSON ROAD AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, N45°05'43"W 35.30 FEET TO A SET 1/2" IRON ROD LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1; THENCE ALONG THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 123.85 FEET TO A SET 1/2" IRON ROD; THENCE LEAVING THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S00°00'29"E 150.00 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A LINE BEING PARALLEL WITH THE SOUTH MARGIN OF MADISON PLACE DRIVE AND SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 758.59 FEET TO A SET 1/2" IRON ROD; THENCE N00°05'28"W 130.00 FEET TO A SET 1/2" IRON ROD LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE AND THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S89°59'31"W 30.00 FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, S00°04'48"E 350.89 FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S21°06'55"E 136.51

FEET TO A SET 1/2" IRON ROD; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S00°10'57"E 169.70 FEET TO A SET 1/2" IRON ROD, LYING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED PLATTED 20 FOOT DRAINAGE EASEMENT; THENCE ALONG THE NORTH LINE OF SAID PLATTED 20 FOOT DRAINAGE EASEMENT, N89°48'56"E 889.46 FEET TO THE POINT OF BEGINNING. CONTAINING 9.80 ACRES, MORE OR-LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION: (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823). ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

**PROPOSED LEGAL DESCRIPTION:
RESTRICTIVE COVENANTS "2"**

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI, SAID POINT ALSO LYING AT THE SOUTHWEST CORNER OF LAKEVIEW SUBDIVISION, PHASE 4, BEING RECORDED IN PLAT BOOK 22 AT PAGE 9 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N00°08'06"E 156.48 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PINEHAVEN DRIVE; THENCE CONTINUE ALONG THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N00°08'06"E 50.12 FEET TO A 1/2" IRON ROD FOUND LYING AT THE NORTHWEST CORNER OF PINEHAVEN DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING THE WESTERN BOUNDARY OF SAID LAKEVIEW SUBDIVISION, PHASE 4, N85°54'08"W 98.27 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 625.00 FEET, ARC LENGTH OF 167.42 FEET, AND A CHORD BEARING AND DISTANCE OF S86°25'25"W 166.92 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 197.96 FEET, AND A CHORD BEARING AND DISTANCE OF S84°16'57"W 197.66 FEET TO A SET 1/2" IRON ROD; THENCE S89°48'56"W 27.66 FEET TO A SET 1/2" IRON ROD AT THE NORTHEAST CORNER OF A PLATTED DRAINAGE EASEMENT/DETENTION AREA AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE NORTH LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, S89°48'56"W 142.55 FEET TO A SET 1/2" IRON ROD; THENCE LEAVING THE NORTH LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, N00°10'57"W 150.00 FEET TO A SET 1/2" IRON ROD; THENCE S89°48'56"W 516.00 FEET TO A SET 1/2" IRON ROD; THENCE N00°10'57"W 219.60 FEET TO A SET 1/2" IRON ROD; THENCE S89°59'57"E 482.63 FEET TO A SET 1/2" IRON ROD; THENCE N00°00'29"W 327.00 FEET TO A SET 1/2" IRON ROD ON THE SOUTH LINE OF THE PROPERTY NOW OR FORMERLY OF HENGEN, AS DESCRIBED IN DEED BOOK 1564 AT PAGE 209; THENCE ALONG THE SOUTH LINE OF SAID HENGEN PROPERTY, N89°49'04"E 667.68 FEET TO A 1/2" IRON ROD FOUND LYING

ON THE WESTERN BOUNDARY OF AFOREMENTIONED LAKEVIEW SUBDIVISION, PHASE 4; THENCE ALONG SAID WESTERN BOUNDARY, S00°08'06"W 673.42 FEET TO THE POINT OF BEGINNING. CONTAINING 12.75 ACRES, MORE OR LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823) ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".

PROPOSED LEGAL DESCRIPTION: RESTRICTIVE COVENANTS "3"

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 487.88 FEET TO A CAPPED 1/2" IRON ROD SET, LYING AT THE SOUTHEAST CORNER OF THE PLATTED DRAINAGE EASEMENT/DETENTION AREA AS SHOWN ON THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK 24 AT PAGE 80 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE EAST LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, N00°10'57"W 135.00 FEET TO A SET 1/2" IRON ROD; THENCE LEAVING THE EAST LINE OF SAID PLATTED DRAINAGE EASEMENT/DETENTION AREA, N89°48'56"E 27.66 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1075.00 FEET, AN ARC LENGTH OF 207.62 FEET, AND A CHORD BEARING AND DISTANCE OF N84°16'57"E 207.30 FEET TO A SET 1/2" IRON ROD; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 154.03 FEET, AND A CHORD BEARING AND DISTANCE OF N86°25'25"E 153.57 FEET TO A SET 1/2" IRON ROD; THENCE S85°54'08"E 101.73 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PINEHAVEN DRIVE, SAID POINT ALSO LYING ON THE WESTERN BOUNDARY OF LAKEVIEW SUBDIVISION, PHASE 4, BEING RECORDED IN PLAT BOOK 22 AT PAGE 9 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG SAID WESTERN BOUNDARY, S00°08'06"W 156.48 FEET TO THE POINT OF BEGINNING. CONTAINING 1.70 ACRES, MORE OR LESS. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823) ALL SET 1/2" IRON RODS ARE CAPPED AND STAMPED WITH "MARTINO PLS 02838".



*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

**Meritage Homes of Mississippi, Inc
Biloxi, 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

**Madison Place Subdivision
Receiving Stream: Davis Bayou
Jackson County**

*Coverage No: MSR107705
Date of Coverage: July 29, 2024
Date Permit Expires: January 31, 2027
Date Coverage Modified: June 23, 2025*

A handwritten signature in blue ink that reads "Becky Simonson".

Chief, Environmental Permits Division

20279 GNP20250001



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

18 May 2026

Mr. Brandon Ellis
Madison Place Development, LLC
17940 Painters Row
Covington, LA 70435

Dear Mr. Ellis:

Re: Madison Place Subdivision, Phase 2B
Lots 1 – 21
Jackson County
Project. No. 20279-PLA2008001

We have received the as-built drawings and your consulting engineer's certification that the referenced project has been completed in accordance with the plans and specifications as submitted to our office. The following items are to be added at the request of the City of Ocean Springs:

1. A minimum 2-year extended warranty period for the sewer main to begin at the time of 100% occupancy of lots 1-12. During this extended warranty period:
 - a. Developer-funded CCTV inspections of the sewer main at six-month intervals, performed without prior jetting or cleaning, to confirm that no buildup is occurring.
 - b. A City representative shall be present during the inspection to verify the line has not been cleaned prior to the CCTV review.
2. If the periodic CCTV inspections indicate recurring buildup or operational concerns, corrective action may be required, including potential replacement of the affected sewer main segment(s).

Should you have any questions, please contact me at (601) 961-5243.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Gammill".

James Gammill, P.E.
Manager, East Region Facilities Branch
Municipal and Commercial Wastewater Division

cc: William F. Moody, P.E., BCEE, MDOH

THIS INSTRUMENT PREPARED BY:
Mark T. Davis, Esq.
Jones Walker LLP
P. O. Box 427
Jackson, MS 39205-0427
(601) 949-4900
Mississippi Bar No. 5839

RETURN TO:
Ryan Hamilton
Meritage Homes of Mississippi, Inc.
18655 North Claret Drive, Ste 400
Scottsdale, AZ 85255

INDEXING INSTRUCTION:

Situated in the SW 1/4 of Section 24, T7S, R8W,
City of Ocean Springs, Jackson County, Mississippi

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MADISON PLACE PHASE 2**

**NAME, ADDRESS AND PHONE NUMBER
OF DECLARANT:**

Meritage Homes of Mississippi, Inc.
Attn: Ryan Hamilton
18655 North Claret Drive, Ste 400
Scottsdale, AZ 85255
Phone: (520) 225-6819

**DISCLOSURE: THIS DECLARATION CONTAINS ALTERNATIVE DISPUTE
RESOLUTION PROCEDURES THAT ARE APPLICABLE TO CLAIMS AND DISPUTES
ARISING OUT OF OR UNDER THE DECLARATION AND OTHER PROJECT
DOCUMENTS. THESE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES ARE
CONTAINED IN ARTICLE 10 HEREOF.**

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MADISON PLACE PHASE 2

This Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2 ("**Declaration**") is executed this ____ day of _____, 2026, by Meritage Homes of Mississippi, Inc., an Arizona corporation ("**Declarant**").

INTRODUCTION

A. Declarant is the owner of certain real property located in Jackson County, Mississippi, described on Exhibit A attached hereto (the "**Property**").

B. Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Property and which will be binding upon all future Owners of all or any portion of the Property and any other Person acquiring any right, title or interest in or to all of any portion of the Property.

C. Declarant deems it desirable to provide for the creation of a nonprofit corporation under the laws of the State of Mississippi to administer and maintain, repair and replace the Areas of Association Responsibility and to provide for the levying and collecting of Assessments and other charges by the Association for the purpose, among other things, of paying all costs and expenses incurred or to be incurred by the Association in connection with the maintenance, repair and replacement and administration of the Areas of Association Responsibility, and the enforcement of covenants, conditions and restrictions contained in this Declaration.

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

ARTICLE 1 DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration shall have the meanings set forth in this Article.

1.1 Intentionally Omitted.

1.2 "Areas of Association Responsibility" means: (a) all of the Common Area; (b) all land and the Improvements situated thereon (including, without limitation, land and Improvements located within the boundaries of a Lot, Parcel, or a public right-of-way) which the Association is obligated to maintain, repair, and replace pursuant to the terms of this Declaration,

a Supplemental Declaration, a Declaration of Annexation, or other Recorded document executed by Declarant or the Association; and (c) all land or easements which are dedicated to a governmental entity or utility and which the governmental entity or utility requires the Association to maintain.

1.3 "Articles" means the Articles of Incorporation of the Association as filed in the records of the Mississippi Secretary of State and as the same may from time to time be amended or supplemented.

1.4 "Assessable Lot" means a Lot owned by a Person other than Declarant.

1.5 "Assessment" means a Regular Assessment, Special Assessment, Enforcement Assessment, and Benefitted Property Assessment.

1.6 "Assessment Lien" means the lien created and imposed by Article 8.

1.7 "Association" means Madison Place Phase 2 Homeowners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

1.8 "Association Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.

1.9 "Association Rules" or "Rules" means the rules and regulations adopted by the Board pursuant to Section 6.6.

1.10 "Benefitted Property Assessment" means an assessment levied by the Board pursuant to Section 8.5.

1.11 "Board" means the Board of Directors of the Association.

1.12 "Builder" means a Person in the business of, or Person which has an affiliate in the business of, constructing and selling Dwelling Units, or a Person in the business of acting as a land banker that sells Lots to Persons who construct and sell Dwelling Units, which purchases a Lot or Lots without Dwelling Units thereon for the purpose of constructing Dwelling Units thereon and selling such Lots and Dwelling Units.

1.13 "Bylaws" means the Bylaws of the Association, as amended, altered or repealed from time to time.

1.14 "Class A Member" shall have the meaning set forth in Section 7.2.1.

1.15 "Class B Member" shall have the meaning set forth in Section 7.2.2.

1.16 "Collection Costs" mean all costs, fees, charges, and expenditures, including, without limitation, attorneys' fees (whether or not a legal action is filed), court costs, filing fees, and recording fees incurred by the Association in collecting and/or enforcing payment of Assessments, late fees, demand fees, interest or other amounts payable to the Association pursuant to the Project Documents.

1.17 "Common Area" or "Common Areas" means (a) all tracts shown on a Plat and described, depicted or labeled as common areas, together with all Improvements constructed thereon from time to time, and (b) all land, together with all Improvements situated thereon, which the Association at any time owns in fee or in which the Association has a leasehold interest for as long as the Association is the owner of the fee or leasehold interest, except that Common Area shall not include any Lot the Association acquires by the foreclosure of the Assessment Lien or by any deed in lieu of foreclosure.

1.18 "Covenants" means the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

1.19 "Declarant" means Meritage Homes of Mississippi, Inc., an Arizona corporation, and any Person to whom it may expressly assign any or all its rights under this Declaration by a Recorded instrument.

1.20 "Declarant Control Period" means the period commencing on the date of the Recording of this Declaration and ending on the date that the Class B membership in the Association terminates pursuant to Section 7.2.2.

1.21 "Declaration" means this Declaration of Covenants, Conditions, and Restrictions for Madison Place Phase 2, as it may be amended from time to time.

1.22 "Declaration of Annexation" means a declaration Recorded pursuant to the provisions of Article 13 for the purpose of annexing any additional property to the Property.

1.23 "Declaration of De-annexation" means a declaration Recorded pursuant to the provisions of Article 13 for the purpose of de-annexing any portion of the Property.

1.24 "Deed" means a deed or other instrument conveying the fee simple title in any portion of the Property from one Owner to another Owner.

1.25 "Designated Builder" means any Builder that is designated by Declarant in a Recorded instrument and by such designation receives certain rights as expressly provided in this Declaration.

1.26 "Design Guidelines" means those architectural and design guidelines established by the Design Review Committee pursuant to the provisions of Article 5.

1.27 "Design Review Committee" means the committee to be created pursuant to Article 5, and if no Design Review Committee has been created by the Board, reference in this Declaration to the Design Review Committee shall be deemed to be a reference to the Board.

1.28 "Dwelling Unit" means any building or portion of a building situated upon a Lot designed and intended for use and occupancy as a residence by a Single Family.

1.29 "Enforcement Assessment" means an assessment levied pursuant to Section 8.4.

1.30 "First Mortgage" means any deed of trust or mortgage Recorded against a Lot which has priority over all other deeds of trust or mortgages Recorded against the same Lot.

1.31 "Improvement" means: (a) a Dwelling Unit or other building; (b) a fence or wall; (c) a swimming pool, tennis court, basketball goal, backboard or apparatus or playground equipment; (d) a road, driveway or parking area; (e) a tree, plant, shrub, grass or other landscaping improvement of any type or kind; (f) statuary, fountain, artistic work, craft work, figurine or ornamentation of any type or kind; and (g) any other structure or improvement of any type, kind or nature.

1.32 "In Good Standing" means that the Owner or Member is not delinquent in the payment of any Assessment or any other amounts owed to the Association, and the Owner, as well as any Resident or guest, is not in violation of the Project Documents.

1.33 "Limited Common Area" means real property, and the Improvements situated thereon, which are part of the Common Area and which are designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Property. Limited Common Areas may include, without limitation, private streets, access gates, guardhouses, drainage or retention areas or landscape medians.

1.34 "Lot" means any part of the Property designated as a residential Lot on any Plat Recorded with respect to any portion of the Property and, where the context indicates or requires, any Improvements constructed from time to time thereon.

1.35 "Maintenance Charges" means any and all costs assessed pursuant to Article 12.

1.36 "Member" means any Person holding a Membership in the Association pursuant to this Declaration, as further set forth in Section 7.2.

1.37 "Membership" means a Membership in the Association and the rights granted to the Owners pursuant to Article 7 to participate in the Association.

1.38 Intentionally Omitted.

1.39 "Owner" means (when so capitalized) the record owner, whether one (1) or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of a Lot or any portion of the Property. In the case of

Lots subject to an option agreement, the optionor shall be deemed to be the Owner. Owner shall not include Persons having an interest in a Lot or portion of the Property merely as security for the performance of an obligation or a Lessee. Owner shall include a purchaser under a Recorded contract for the conveyance of real property. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of a Lot or portion of the Property subject to a deed of trust the grantor shall be deemed to be the Owner. In the case of a Lot or portion of the Property the fee simple title to which is vested in a trust or in a trustee pursuant to a trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.40 "Parcel" means any part of the Property subjected to this Declaration but not yet included in a Plat, if applicable.

1.41 "Person" means a natural person, corporation, partnership, limited liability company, trust or any other legal entity.

1.42 "Plat" means, collectively, any one (1) or more subdivision plats Recorded against all or any portion of the Property.

1.43 "Project Documents" means, collectively, this Declaration, any Declaration of Annexation, any Declaration of De-Annexation, any Supplemental Declaration, the Articles, the Bylaws, the Association Rules, the Design Guidelines, any amendments to any of the foregoing, and any duly adopted resolutions of the Board.

1.44 "Property" means the property legally described in Exhibit A attached hereto and incorporated herein by this reference, together with all Improvements constructed thereon from time to time, and all portions of any other property to the extent annexed pursuant to the provisions of Article 13. The Property shall not be deemed to include any portion of any other property until such time as such property or any portion thereof is annexed to the Property pursuant to the applicable provisions hereof.

1.45 "Purchaser" means any Person, other than Declarant or a Designated Builder, who becomes the Owner of a Lot, except for: (a) a Person who purchases a Lot and then leases it to Declarant or a Designated Builder for use as a model in connection with the sale or lease of other Lots; or (b) a Person who, in addition to purchasing a Lot, is assigned any or all of Declarant's rights under this Declaration.

1.44 "Recording" or "Recordation" means placing an instrument of public record in the office of the Chancery Clerk of Jackson County, Mississippi, and **"Recorded"** means having been so placed of public record.

1.45 "Regular Assessments" means assessments which are imposed against Assessable Lots pursuant to Section 8.2.

1.46 "Resident" means each natural person legally occupying or residing in a Dwelling Unit.

1.47 "Single Family" means a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

1.48 "Special Assessment" means any assessment levied and assessed pursuant to Section 8.3.

1.49 "Special Services" means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Property. Special Services may include, without limitation, guard services (including the maintenance of guard gates or guardhouses) and landscape maintenance services for landscaping situated on Lots.

1.50 "Supplemental Declaration" means a supplemental Declaration as set forth in Section 4.25.

1.51 "Visible From Neighboring Property" means, with respect to any given object, that such object is, or would be, visible to a natural person six feet (6') tall, standing on the same plane as the object being viewed at a distance of one hundred feet (100') or less from the nearest boundary of the property being viewed. The Design Review Committee shall have the right to determine the meaning of the term "Visible From Neighboring Property" as applied on a case by case basis, and the determination of the Design Review Committee shall be binding in that regard, subject to any appeal granted by the Board.

ARTICLE 2

PLAN OF DEVELOPMENT

2.1 Purpose and Binding Effect. Declarant intends by this Declaration to impose upon the Property covenants, conditions, restrictions and easements to create a general plan of development for the Property and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use, and enjoyment of the Property. Declarant declares that all of the Property shall be held, sold, used, and conveyed subject to the Covenants which are for the purpose of protecting the value, desirability, and appearance of the Property. Declarant further declares that all of the Covenants shall run with the Property and shall be binding upon and inure to the benefit of Declarant and all Owners and Residents and all other Persons having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors, successors in title, and assigns. Each Person who acquires any right, title, or interest in the Property, or any part thereof, agrees to abide by all of the provisions of the Project Documents. This Declaration shall be binding upon and shall be for the benefit of and enforceable by the Association.

2.2 Reserved.

2.3 Further Subdivision, Property Restrictions, Rezoning and Timeshares.

Without the prior written approval of the Association and Declarant (so long as Declarant owns any portion of the Property), no Owner (other than Declarant) shall do any of the following: (a) further subdivide a Lot or separate a Lot into smaller lots or parcels; (b) convey or transfer less than all of a Lot; (c) replat a Lot or combine a Lot with other Lots; (d) record covenants, conditions, restrictions or easements against any Lot; (e) file any application for zoning, rezoning, variances or use permits pertaining to any Lot with any governmental entity having jurisdiction; or (f) subject or use a Lot for any timesharing, cooperative, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees, lessees, occupants or timesharing participants; provided, however, that for the avoidance of doubt, the foregoing shall not limit any Owner from leasing a Lot or Dwelling Unit to any lessee. Notwithstanding anything herein to the contrary, this Section 2.3 shall not apply to Declarant with respect to any portion of the Property.

2.4 Agricultural and Livestock Operations on Adjoining Property. The Property may be located in the vicinity of current and former agricultural and livestock operations, including agricultural cultivation, burning and use of pesticides, and related odors, dust and noise. As a result, Residents of the Property may be exposed to nuisances associated with agricultural and livestock operations in the immediate and surrounding area, including but not limited to, noise, odors, dust, grazing of animals, flies, pollen, chaff from harvesting, insects, pesticide spray applications and farm equipment operators. Declarant makes no representations or warranties whatsoever with regard to such operations, and each Resident hereby forever releases and discharges Declarant from any and all claims related to such operations.

2.5 Agricultural Operations on the Property. The Property may have previously contained agricultural operations, including, without limitation, agricultural cultivation, burning and use of pesticides and herbicides, the use of farming implements, farming equipment, gasoline and diesel engines, and other machinery, equipment, chemicals, and substances related to agricultural and livestock operations on the Property. Declarant makes no representations or warranties whatsoever with regard to such operations, and each Owner and Resident hereby forever releases and discharges Declarant from any and all claims related to such operations.

2.6 Assumption of Risk. The Association may, but shall not be obligated to, sponsor certain activities or provide facilities designed to promote the health, safety, and welfare of Owners and Residents. Notwithstanding anything contained herein or in any of the Project Documents, neither the Association, the members of the Board, the officers of the Association, the management company of the Association, nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, welfare, or security of any Owner or Resident or any tenant, guest or invitee of any Owner or Resident or for any property of any such Person, even if funds of the Association or Declarant are used for any such purpose.

2.7 Common Area Landscaping Replacement. Landscaping originally planted on the Common Areas may exceed the landscaping that is ultimately planned for Common Areas due to over-planting in anticipation of normal plant losses. The Board is hereby granted the authority to remove and not replace dead or damaged landscaping if, in the reasonable discretion of the Board: (a) the remaining landscaping is acceptable to the Board; and (b) the remaining landscaping is generally consistent in quality and quantity with the landscaping shown on approved landscaping

plans. Declarant reserves the right to substitute plants and trees planted on the Property or shown on approved landscaping plans with equivalent landscaping materials. Neither Declarant nor any installer of landscaping in Common Areas shall be responsible for replacement of landscaping that dies more than ninety (90) days following installation or that requires replacement due to vandalism, lack of proper water or maintenance by the Association, or damage due to negligence, and the Association shall be solely responsible for such replacement (subject to potential recovery by the Association from any vandal or negligent person).

2.8 Attendant Noise. The Property may be subject to attendant noise and other nuisances that result from activities on nearby and/or adjoining properties used for commercial and other purposes. Each Owner is responsible for investigating this matter to the Owner's full and complete satisfaction prior to purchasing a Lot. Declarant makes no representations or warranties whatsoever with regard to such noise or other risks, and each Resident hereby forever releases and discharges Declarant from any and all claims related to such matters. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH OWNER, FOR ITSELF, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, (I) APPROVES OF THE FOREGOING RISKS AND CONDITIONS, AND (II) FULLY AND FOREVER RELEASES DECLARANT AND THE ASSOCIATION AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, CAUSES OF ACTION, LOSSES, COSTS, EXPENSES, DAMAGES OR LIABILITIES OF ANY KIND RELATED TO OR ARISING IN CONNECTION WITH ANY NUISANCE, INCONVENIENCE, DISTURBANCE, INJURY OR DAMAGE RESULTING FROM THE MATTERS DESCRIBED IN THIS SECTION 2.8, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF DECLARANT, THE ASSOCIATION, OR THE OTHER RELEASED PARTIES. THE FOREGOING RELEASE IS INTENDED TO RELEASE SUCH RELEASED PARTIES FROM THEIR OWN NEGLIGENCE. THIS SUBSECTION MAY NOT BE AMENDED WITHOUT THE PRIOR WRITTEN CONSENT OF DECLARANT, WHICH CONSENT MAY BE WITHHELD OR GIVEN IN DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

ARTICLE 3

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

3.1 Easements of Enjoyment. Declarant and every Owner and Resident of the Property shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to, and shall pass with, the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other special use fees for the use of the Common Areas or any facilities constructed thereon;

(b) The right of the Association to suspend the voting rights, right to use of the facilities and other Common Areas by any Member, and any other rights incidental to Membership (including, but not limited to, the right to Design Review Committee review and approval of proposed Improvements), (i) for any period during which any Assessment against such Member's Lot remains delinquent, (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association Rules, and (iii) for successive sixty (60) day periods if any such

infraction is not corrected during any prior sixty (60) day suspension period, provided, however, that a Member's rights may only be suspended under procedures sufficient to comply with Mississippi law;

(c) The right of the Association to regulate the use of the Common Areas through the Association Rules and to prohibit or limit access to certain Common Areas, such as specified landscaped areas. The Association Rules shall be intended, in the absolute discretion of the Board, to enhance the preservation of the Common Areas for the safety and convenience of the users thereof, and otherwise shall serve to promote the best interests of the Owners and Residents;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any entity for such purposes and subject to such conditions as may be agreed to by the Association. Security interests, leases, easements, and licenses shall not be considered dedications or transfers for purposes of this Article 3. Except for dedications to public entities or utilities, which shall not require approval of the Members, no such dedication or transfer shall be effective unless approved by: (i) at least two-thirds (2/3) of the Members who are voting on the matter at a meeting of the Association where a quorum is present, and (ii) Declarant (so long as Declarant owns any portion of the Property). In addition, if ingress or egress to any Lot is provided through the Common Area, then any dedication or transfer of such Common Area shall be subject to such Lot Owner's continuing right and easement for ingress and egress;

(e) The right of the Association to change the use of the Common Areas in accordance with this Declaration;

(f) The rights and easements, if any, reserved or granted to Declarant or Designated Builders by this Declaration; and

(g) Notwithstanding any other provision of this Section to the contrary, the right to use and enjoy any Limited Common Area shall only extend to the Owners and Residents designated in the Supplemental Declaration establishing such Limited Common Area as the Owners and Residents solely or primarily benefitted by the Limited Common Area.

3.2 Easements to Facilitate Development.

3.2.1 Declarant hereby reserves to itself, its duly authorized agents, employees, representatives, successors and assigns, including but not limited to any Designated Builder, a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of Improvements on the Property, and as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising the rights granted to or reserved by Declarant or to Designated Builders by this Declaration, including without limitation: (a) temporary construction easements; (b) easements for the temporary storage of supplies of building materials and equipment necessary to complete Improvements; and (c) easements for the construction, installation and maintenance of Improvements on the Property or Improvements reasonably necessary to serve the Property.

3.2.2 Declarant hereby reserves to itself, its duly authorized agents, employees, representatives, successors and assigns including, but not limited to, any Designated Builder that Declarant expressly authorizes, the right to: (a) use any Lots owned or leased by Declarant or a Designated Builder, any other Lot with written consent of the Owner thereof, or any portion of the Common Area (including, without limitation, any clubhouse, community center, or other amenity) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices, sales office parking areas, or other function which Declarant deems necessary for the development, sale, or lease of the Property; and (b) install and maintain on the Common Area, any Lot owned or leased by Declarant or a Designated Builder, or any other Lot with the consent of the Owner thereof, such marketing, promotional or other signs which Declarant deems necessary for the development, sale or lease of the Property. The right reserved to Declarant and Designated Builders under this Section shall be in such number, of such size and in such locations as Declarant deems appropriate, in its sole and absolute discretion.

3.2.3 No Designated Builder shall: (a) store supplies of building materials or equipment on any portion of the Property other than those specifically designated for such purposes and approved in writing by Declarant; (b) exercise any of the rights granted in Section 3.2.2 without Declarant's prior written approval; or (c) exercise any of the rights or easements reserved by or granted pursuant to this Section 3.2 in such a manner as to unreasonably interfere with the construction or development of any part of the Property.

3.2.4 In the event of any conflict or inconsistency between the provisions of this Section 3.2 and any other provision of this Declaration, this Section 3.2 shall control.

3.3 Utility Easements. A nonexclusive, perpetual blanket easement is hereby created over and through the Common Areas, and a limited, specific easement over and through those portions of the Property shown as public utility easement areas (or shown with a similar designation) on any Plat is hereby created, for the purpose of:

(a) Installing, constructing, operating, maintaining, repairing or replacing equipment used to provide to any portion of the Property any utilities, including, without limitation, water, sewer, drainage, gas, electricity, telephone and television service, whether public or private;

(b) Ingress and egress to install, construct, operate, maintain, repair and replace such equipment; and

(c) Exercising the rights under the easement.

Such easement is hereby granted to any Person providing such utilities or installing, constructing, maintaining, repairing, or replacing equipment related thereto. Any pipes, conduits, lines, wires, transformers, and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by Declarant, contemplated on any Plat or where approved by resolution of the Board. Equipment used to provide or meter such utilities or services may be installed aboveground during periods of construction if approved by Declarant and any Builder owning the Property. The Person providing the service, or installing a utility

pursuant to this easement shall install, construct, maintain, repair or replace the equipment used to provide or meter utilities as promptly and expeditiously as possible, and shall restore the surface of the land and the improvements situated thereon to their original condition as soon as possible.

3.4 Easement for Maintenance of Areas of Association Responsibility. The Association shall have an easement upon and over the Lots for the purpose of carrying out its powers and duties related to maintaining the Areas of Association Responsibility pursuant to this Declaration.

3.5 Easements for Encroachments. If any Improvement constructed by or for a Designated Builder or Declarant on any Lot now or hereafter encroaches on any other portion of the Property by an amount of deviation permitted by customary construction tolerances, a perpetual easement is hereby granted to the extent of any such encroachment, and the owner of the encroaching Improvement shall also have an easement for the limited purpose of the maintenance and repair of the encroaching Improvement.

3.6 Easements for Cross-Drainage. Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, that no Person shall alter the drainage as it exists on any Lot at the time of transfer of such Lot from Declarant in a manner that would alter or materially impact the drainage of storm water onto adjacent portions of the Property without the consent of the Owners of the affected property and during the Declarant Control Period, Declarant. Any Owner who materially alters the drainage on its Lot shall be liable for any damage caused to adjoining property as a result of such alterations.

3.7 Delegation of Use. Any Member may, in accordance with this Declaration and the Association Rules and the limitations therein contained, delegate his right of enjoyment in the Common Areas and facilities to the members of his family or his Residents.

3.8 Dedications and Easements Required by Governmental Authority. Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

3.9 Further Assurances. Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property by Declarant. Upon written request of Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to Declarant such further assurances of these reservations of rights and easements as may be requested.

3.10 Assignment of Development Rights. Declarant may make limited temporary assignments of its easement rights under this Declaration to any Person performing construction, installation or maintenance on any portion of the Property.

3.11 As-Built Conditions. Various engineering and architectural plans pertaining to the Property, including, but not limited to, the Plat, subdivision maps, grading plans, plot plans, improvement plans, and building plans (collectively, the "**Plans**"), contain dimensions regarding certain aspects of the Common Areas, Lots, and other parts of the Property. By accepting a deed to a Lot, each Owner is deemed to have acknowledged and agreed that (a) if there is a discrepancy between the Plans and the actual as-built conditions of any Lot, Dwelling Unit, the Common Areas or any other Improvement within the Property, the as-built conditions will control and be deemed to be accepted as-is by the Owner; (b) the usable or buildable area, location and configuration of each Lot, the Common Areas, and any other Improvements located within the Property may deviate from the Plans or from any other display or configuration related thereto; and (c) the location, size, height, and composition of all walls and fences to be constructed on or as a part of the Property shall be determined by Declarant in its sole and absolute discretion. Despite the Plans or any other materials that may exist, Declarant is deemed to have made no representations, warranties or assurances with respect to any such matters, and each Owner waives the right to make any demands of or claims against Declarant as a result of any discrepancies between the Plans and any actual as-built conditions of any Improvement.

ARTICLE 4

PERMITTED USES AND RESTRICTIONS

4.1 Residential Purposes.

4.1.1 All Lots and Dwelling Units within the Property shall be used for Single Family residential purposes. No business, trade, or other nonresidential use shall be conducted on or in any Lot or Dwelling Unit, provided that an Owner or any Resident may conduct limited business activities in a Dwelling Unit (including, without limitation, "work from home" or "remote work" activities for an employer) so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit, (b) the business activity conforms to all applicable zoning requirements, (c) the business activity does not involve door-to-door solicitation of other Owners or Residents, (d) the business activity does not generate drive-up traffic or customer or client parking, and (e) the business activity is consistent with the residential character of the Property, does not constitute a nuisance or a hazardous or offensive use, and does not threaten the security or safety of other Owners or Residents, as may be determined in the sole discretion of the Board. No Lot may ever be used, allowed, or authorized to be used in any way, directly or indirectly, for any manufacturing, industrial, mercantile, commercial storage, vending, or other similar uses or purposes; provided, however, that Declarant and each Designated Builder, and their respective agents, successors, or assigns, may use the Property, including any Lots, for any of the foregoing uses as may be required, convenient, or incidental to the construction and sale of Dwelling Units thereon, including, without limitation, for the purposes of a business office, management office, storage area, construction yard, signage, model sites and display and sales office during the construction and sales period.

4.1.2 The terms "business" and "trade" as used in this Section 4.1 shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of

goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The use of model homes by Declarant or a Designated Builder or the use of the Property by Declarant or Designated Builders for the purpose of developing and marketing the Property are not considered a trade or business within the meaning of this Section. The Board shall have broad authority to enact rules and regulations to implement this Section 4.1.

4.2 Animals. No animal, bird, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial purposes. No house or yard pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any house or yard pet shall be maintained so as to be Visible From Neighboring Property. Upon the written request of any Member or Resident, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, poultry, or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable. Any decision rendered by the Board shall be enforceable in the same manner as other restrictions contained herein and in this Declaration.

4.3 Temporary Occupancy and Temporary Building. No trailer, basement, or any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Except for temporary buildings, trailers or other structures used by Declarant (and Designated Builders, to the extent approved in writing by Declarant), temporary buildings, trailers or other structures used during the construction or modification of Improvements must be approved by the Design Review Committee, and in all events must be removed immediately after the completion of such construction or modification, and in no event shall any such buildings, trailers or other structures be maintained or kept on any property for a period in excess of twelve (12) months without the prior written approval of the Design Review Committee.

4.4 Diseases, Insects, and Pests. No Owner shall permit any condition or thing to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases, insects, or pests.

4.5 Antennas. No antenna, aerial, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radio) signals of any kind (collectively referred to herein as "**Antennas**") will be allowed outside any Dwelling Unit, except that a device covered by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule), as amended, repealed, or recodified, will be permitted. Any such device shall comply with the applicable antenna installation rules of the Association and shall be mounted, to the extent reasonably possible, so as to not be Visible From Neighboring Property or the street. The devices governed by 47 C.F.R. § 1.400 (Over-the-Air Reception Devices Rule) as of the date of the Recording of this Declaration are as follows:

(a) Direct Broadcast Satellite antennas one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite;

(b) Multi-point Distribution Service ("**MDS**") antennas one meter or less in diameter or diagonal measurement, designed to receive video programming services (wireless cable) or to receive or transmit fixed wireless signals other than via satellite;

(c) Antennas designed to receive local television broadcast signals; and

(d) Antennas designed to receive and/or transmit data services, including Internet access.

If the FCC expands the types of antennas that fall under the FCC Rule, this Section 4.5 shall encompass those antennas as well. The Board is hereby vested with the broadest discretion to enact rules and regulations to implement this Section to conform to the law. The Board may enact rules and regulations that are more restrictive than this Section 4.5, if permissible by federal and state law.

4.6 Mineral Exploration. No Lot shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

4.7 Trash and Recycling Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size, and style which are approved by the Board and provided by a governmental authority or other authorized provider. The Board may adopt such reasonable rules and regulations as it deems necessary regarding trash containers and collection of trash. In no event shall such containers be maintained so as to be Visible From Neighboring Property except to make the same available for collection and then only until nine (9) a.m. the day following collection. Trash containers shall be placed on the street, not the sidewalks, for collection, unless otherwise required by the garbage collection company. All rubbish, trash or garbage shall be promptly removed from all Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

4.8 Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained on any Lot, unless they are erected, placed, and maintained exclusively within a fenced service yard or otherwise concealed and are not Visible From Neighboring Property.

4.9 Party Walls. A party wall or party fence shall be defined as any wall or fence that is located between Lots or between Lots and an Area of Association Responsibility whether the wall is located directly on the dividing line between the Lots or between the Lots and an Area of Association Responsibility or whether it is not located directly on the dividing line but serves as the wall or fence separating the Lots or separating the Lots and an Area of Association Responsibility. Except as hereinafter provided, the rights and duties of Owners with respect to party walls or party fences between Lots, or between Lots and Common Areas, shall be as follows:

(a) The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(b) In the event that any party wall or party fence is damaged or destroyed through the act of an Owner or any of his Residents, agents, trees, irrigation systems, guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall, or party fence without cost to the Owner of the adjoining Lot or the Association, if the party wall or party fence is adjacent to an Area of Association Responsibility.

(c) In the event any party wall or party fence located between Lots is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his Residents, agents, trees, irrigation systems, guests or members of his family, it shall be the obligation of all Owners whose Lots adjoin such party wall or party fence to rebuild and repair such wall or fence at their joint expense, such expense to be allocated among the Owners in accordance with the frontage of their Lots on the party wall or party fence.

(d) In the event any party wall or party fence located between Lots and an Area of Association Responsibility is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time) other than by the act of an adjoining Owner, his Residents, agents, trees, irrigation systems, guests or members of his family, the Association shall be responsible for all maintenance thereof, including the painting of all portions of any fencing, subject to the provisions of Section 12.1 below, except that the Owner of the Lot shall be responsible for maintaining and painting the surface of the party wall facing such Owner's Lot. The Association shall charge the Owner of the Lot a Benefitted Property Assessment equal to one-half of the cost of any structural repairs or replacements to the party wall or party fence bordering the Owner's Lot, and one-half of the cost of the painting of any party fences.

(e) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all Owners of any interest therein whether by way of easement or in fee.

4.10 Overhead Encroachments. No tree, root, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach visibly upon any other Lot without the approval of the Owner of the affected Lot. No tree, root, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, party wall for which the Association has any repair or maintenance responsibility, or Area of Association Responsibility from ground level to a height of eight feet (8') without the prior written approval of the Design Review Committee.

4.11 Window Coverings. In no event shall the interior or exterior of any windows be covered with reflective material, such as foil, or with paper, bed sheets, or other temporary coverings. The Board shall have the broadest authority to enact rules and regulations relating to window coverings.

4.12 Garages and Driveways. No garage shall be converted to living space or altered or used for storage of material or other purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed, except that Declarant and Designated Builders may use a garage in one or more model homes for a sales office and/or a construction office. Further, the interior of all garages situated upon any Lot shall be maintained by the respective Owners thereof in a neat and clean condition. Garage doors shall be kept closed unless vehicles or Persons are entering or exiting, work is being performed on the Dwelling Unit, or a Resident is nearby. All driveways on Lots shall be of concrete construction or pavers. A carport may not be built in addition to or as a replacement for a garage, unless initially constructed by Declarant or a Designated Builder or approved in writing by the Design Review Committee.

4.13 Heating, Ventilating, and Air Conditioning Units. No heating, air conditioning or evaporative cooling units or equipment shall be placed, constructed or maintained upon the roof or exterior walls of any structure on any part of the Property, and any heating, air conditioning or evaporative cooling units or equipment shall be (a) attractively screened or concealed, which means of screening or concealment shall be subject to the regulations and the prior written consent of the Design Review Committee, and (b) not Visible From Neighboring Property; provided, however, that where such unit or equipment is Visible From Neighboring Property solely through a "view fence", no screening or concealment shall be required.

4.14 Solar Collection Panels or Devices. Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, Declarant desires to promote and preserve the attractive appearance of the Property and the improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to the restrictions of applicable law and with the prior written approval of the plans therefor by the Design Review Committee, solar collecting panels and devices may be placed, constructed, or maintained upon any Lot within the Property. The Design Review Committee may adopt rules and regulations regarding the placement of solar energy devices in order to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed by a Person six feet (6') tall standing at ground level on adjacent properties. The restrictions in this Section 4.14 shall be subject to any limitations imposed by law.

4.15 Basketball Goals. No permanent basketball goal or backboard shall be constructed, installed or maintained on any Lot which would be Visible From Neighboring Property without the prior written approval of the Design Review Committee.

4.16 Vehicles; Parking. Vehicles that do not exceed factory settings of one (1) ton in carrying load or cargo capacity, ninety-six inches (96") in height or width, or two hundred fifty inches (250") in length, may be parked on the Property within a garage or on private driveway (including approved, paved driveway extensions) appurtenant to a Dwelling Unit and in the streets and roadways within the Property. A vehicle permitted to park on a driveway or approved driveway extension must park on the paved surface of such driveway. No vehicle may be parked on the landscaped portion of a Lot or Parcel. No other vehicle, including, but not limited to, mobile homes, motor homes, boats, recreational vehicles, trailers, semi-trucks, campers, permanent tents,

or similar vehicles or equipment that exceeds factory settings of one (1) ton in carry load or cargo capacity, ninety-six inches (96") in height or width, or two hundred and fifty inches (250") in length, or similar vehicles or equipment, shall be kept, placed or maintained upon the Property or any street or roadway adjacent thereto, except (i) within a garage constructed by Declarant or a Designated Builder or approved by the Design Review Committee, (ii) within the fenced and/or gated portion of the Lot so long as the vehicle or equipment is not Visible From Neighboring Property or (iii) in such areas and subject to such rules and regulations as the Board may designate and adopt in its sole discretion (and the Board in its sole discretion may prohibit such other vehicles and equipment completely). No vehicle (including, but not limited to those set forth in the preceding sentences) shall be constructed, reconstructed, or repaired on driveways or on any roadway therein or adjacent thereto except within the garage. No motor vehicles of any kind which are not in operating condition shall be parked in any unenclosed parking areas (including, but not limited to, private driveways appurtenant to a Dwelling Unit). For purposes of this Section 4.16, a vehicle is not in operating condition if it is not running, has a flat or missing tire for ten (10) or more days, or is not properly licensed and registered. No vehicle may be parked on a sidewalk or on a driveway so as to encroach on a sidewalk for any length of time, and no vehicle may be parked on the street overnight. The provisions of this Section 4.16 shall not apply to vehicles of Declarant, any Designated Builder or its respective employees, agents, affiliates, contractors or subcontractors, and during construction of Improvements on any Lot or Parcel, necessary construction materials and supplies may be stored without the need for a solid visual barrier providing such materials and supplies are kept in neat order considering the construction activities. Both Declarant or the Design Review Committee are authorized to designate the areas and manner in which supplies of building materials and construction equipment shall be stored and the routes construction vehicles may use. All such designations shall be reasonable. Notwithstanding anything herein to the contrary, the restrictions on parking on streets and driveways shall not apply to vehicles permitted by applicable law to park in streets or driveways.

4.17 Landscaping and Maintenance.

4.17.1 Within ninety (90) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Designated Builder) shall landscape (if not already landscaped) such Lot. Each Owner shall submit a landscaping plan to the Design Review Committee for review and approval pursuant to Article 5.

4.17.2 Within one hundred and eighty (180) days of acquiring a Lot with a Dwelling Unit thereon, each Owner (other than Declarant or any Designated Builder) shall landscape (if not already landscaped) the rear yard of such Lot. If any portion of the rear yard landscaping will be Visible from Neighboring Property when planted, the Owner shall submit a landscaping plan to the Design Review Committee for review and approval pursuant to Article 5 for the portion of such landscaping that would be Visible from Neighboring Property.

4.17.3 The Association shall maintain the landscaping on any public right-of-way areas lying between the front or side boundaries of such Lot and an adjacent street, shall keep the land free of debris and weeds at all times, and shall repair portions of the landscaping which have been damaged. Each Owner shall (a) maintain the exterior of such Owner's Dwelling Unit, (b) maintain landscaping on such Owner's Lot, (c) promptly replace any dead tree on such Owner's

Lot, and (d) promptly restore any uprooted or toppled tree on such Owner's Lot to an upright position if such tree is Visible From a Neighboring Property, provided that, if the Owner wishes to replace the tree with a different type of tree, then the Owner shall submit a plan to the Design Review Committee for review and approval pursuant to Article 5. Landscaping shall be installed under this Section 4.17 as to be consistent, in terms of general appearance and level of care and attention, with other normal completed residential landscaping within the Property and within other residential properties in the vicinity of the Property and in accordance with Design Review Guidelines established by the Design Review Committee. The aforementioned landscaping shall be maintained in a neat, clean and attractive condition consistent in appearance with other properly maintained, improved Lots within the Property. In the event any such landscaping is damaged or disturbed as a result of the installation or maintenance of any utility lines, cables or conduits for the use or benefit of an Owner, then, in that event, such benefitted Owner shall promptly repair and restore any damage or disturbance to such landscaping in accordance with the landscape plans previously approved by the Design Review Committee, if applicable.

4.18 Prohibited Uses. No use which is offensive by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, radiation or pollution, or which constitutes a nuisance or unreasonable source of annoyance, or which is hazardous by reason of risk of fire or explosion, or which is injurious to the reputation of any Owner, shall be permitted on any Lot. No use which is in violation of the laws (after taking into account the application of any validly granted or adopted variance, exception, or special use ordinance or regulation) of the United States, the State of Mississippi, Jackson County, or any municipality or other governmental entity having jurisdiction over the Property shall be conducted on any Lot. Normal construction activities and parking in connection with Declarant's or any Designated Builder's construction or modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration.

4.19 Dust Control. The areas on each Lot which are not improved with buildings ("**Clear Areas**") shall be landscaped as provided in Section 4.17. After a sale of any Lot by Declarant or a Designated Builder, until such landscaping is installed, the Clear Areas shall be maintained in a neat and attractive condition, free of weeds and debris and the Owner thereof shall take necessary and appropriate measures to prevent and control the emanation of dust and dirt from the Clear Areas, which may include the use of gravel, grass, ground cover, or the sealing of the ground surface. After landscaping has been installed, each Owner shall continue to maintain his Lot in a manner which minimizes the possibility of dust being transmitted into the air and over adjacent properties.

4.20 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property for any unreasonable time, and no odors shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Property in the vicinity thereof or to its Owners or Residents. No loud, noxious, or offensive activity shall be carried on or permitted on any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to Persons or property in the vicinity of such Lot, or which shall interfere with the quiet enjoyment of each of the Owners and Residents. Owners shall not allow any standing bodies of water to accumulate on their Lot, including, but not limited to, neglected pools, spas, or water

features, that could become breeding environments for mosquitoes or other insects. The Board shall have the right to determine, in its sole discretion, whether the provisions of this Section 4.20 have been violated. Any decision rendered by the Board shall be enforceable and be binding in the same manner as other restrictions in this Declaration. Nothing contained in the foregoing shall be construed to prevent the construction, installation, sales, or marketing by any Declarant or Designated Builder of any Dwelling Units on any Lot within the Property, and normal construction activities and parking in connection with the construction or modification of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration.

4.21 Drainage. No Lot shall be graded or contoured and no Dwelling Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved grading and drainage plans for the Property, or any part thereof, or for any Lot as shown on the approved grading and drainage plans on file with the municipality in which the Property is located. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the approved grading and drainage plans.

4.22 Health, Safety and Welfare. In the event additional uses, activities, or facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety, or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence on the Lot as part of the Association Rules.

4.23 Leasing; Obligations of Tenants and Other Occupants.

4.23.1 All tenants shall be subject to the terms and conditions of the Project Documents. Each Owner shall cause his, her, or its Residents or other occupants to comply with the Project Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents or other occupants, notwithstanding the fact that such Residents or other occupants are also fully liable for any violation of each and all of those documents.

4.23.2 For purposes of this Section 4.23, a lease is defined as any occupancy of the Dwelling Unit (whether or not money is exchanged) by anyone other than: (a) the Owner, (b) the Owner's spouse, (c) the Owner's or the Owner's spouse's children or parents, (d) any individuals living with the Owner who are maintaining a common household with the Owner, or (e) guests of an Owner residing with the Owner of the Lot. No Owner may lease less than his, her or its entire Lot. No Lot may be leased with an initial lease term as to any lessee of less than six (6) consecutive months. The Owner of a leased Lot or Dwelling Unit must furnish the Board with a tenant information form provided by the Board.

4.23.3 The Association is a third-party beneficiary of any such lease solely for the purpose of enforcing this Declaration and shall have the right to establish and charge fines against any Owner failing to enforce the provisions of the Project Documents.

4.23.4 The provisions of this Section 4.23 shall not apply to the use of Lots or Dwelling Units owned by (or leased to) Declarant or any Designated Builder as a model home or for marketing purposes.

4.23.5 Notwithstanding anything to the contrary contained in this Declaration, the Board shall not adopt any Association Rules that limit, or otherwise adversely impact, the right to lease single-family residential homes within the Property. An Owner who does not occupy a Lot confers its right of use and enjoyment of the Common Areas to the Residents (including tenants) of such Owner's Lot.

4.24 Environmental Protections. No Lot, nor any facilities on any Lot, shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Substances or solid waste. For purposes of this Section, "**Hazardous Substances**" shall be deemed to include pollutants or substances defined as "hazardous waste," "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 (PL 99-499), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., and in the rules or regulations adopted and guidelines promulgated pursuant to said laws.

4.25 Supplemental Declaration; Property Restrictions.

4.25.1 No further covenants, conditions, restrictions or easements (a "**Supplemental Declaration**") shall be Recorded by any Owner, Resident, or other Person (other than Declarant) against any Lot without the provisions thereof having been first approved in writing by Declarant so long as Declarant owns any portion of the Property, and, following such time, by the Board. Any Supplemental Declaration which is Recorded without such approval being evidenced thereon shall be null and void. A Supplemental Declaration may designate Common Areas or other Areas of Association Responsibility and impose such covenants, conditions, restrictions and easements as the Declarant deems appropriate for the property subject to the Supplemental Declaration. A Supplemental Declaration may also designate Limited Common Areas and Special Services. If a Supplemental Declaration designates any Limited Common Areas or Special Services, the Supplemental Declaration shall also designate the area containing the Lots which will be subject to a Benefitted Property Assessment. No application for rezoning, variances, or use permits pertaining to any Lot shall be filed with any governmental authority by any Person unless the application has first been approved by Declarant (so long as Declarant owns any portion of the Property), and, thereafter, the Board, and the proposed use otherwise complies with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, its employees, agents and subcontractors, or parties designated by it in connection with the entitlement, construction, completion, sale or leasing of Lots, Common Areas, or any other portion of the Property.

4.25.2 A Supplemental Declaration may only be amended by a written instrument executed by: (1) the Owners representing more than sixty-seven percent (67%) of the votes in the Association held by the Owners of all of the Lots subject to the Supplemental Declaration; (2) the Association; and (3) the Declarant so long as the Declarant owns any part of the Property. After the expiration of the Declarant Control Period, if an amendment to a Supplemental Declaration adds, deletes or changes any Limited Common Areas or Special Services, then such amendment must also be approved by at least sixty-seven percent (67%) of the votes held by Owners of Lots subject to the Supplemental Declaration or by such greater percentage of votes as may be required by the Supplemental Declaration, and, if the proposed amendment will convert any Limited Common Areas to Common Areas maintained by the Association without a Benefitted Property Assessment, by the Owners holding more than fifty-percent (50%) of the votes allocated to Lots owned by the Owners and located outside of the area subject to the Supplemental Declaration. Any amendment to a Supplemental Declaration approved in accordance with this Section shall be executed by the Association and shall be effective only upon the Recording of the amendment to the Supplemental Declaration.

4.26 Model Homes. The provisions of this Declaration that prohibit non-residential use of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by Declarant and/or Designated Builders engaged in the construction and/or sale of Dwelling Units within the Property and parking incidental to the visiting of such model homes so long as the location of such model home is approved by Declarant, which approval shall not be unreasonably withheld, and the construction, operation, and maintenance of such model homes otherwise comply with all of the provisions of this Declaration. It shall be deemed reasonable for Declarant to withhold its approval of the location of any such model home to the extent that the location of such model home would materially and adversely interfere with the free-flow of pedestrian or vehicular traffic, create an unreasonable amount of dust and debris, or would otherwise constitute a public or private nuisance to other Residents within the Property. Declarant shall also permit other areas to be used for parking in connection with the showing of model homes provided such parking areas are in compliance with the ordinances of any applicable governmental entity. Any Dwelling Units constructed as model homes shall cease to be used as model homes at any time the Designated Builder thereof is not actively engaged in the construction and/or sale of single-family residences within the Property, and no Dwelling Units shall be used as a permanent main model home for the sale of Dwelling Units not located within the Property, unless otherwise approved in writing by Declarant.

4.27 Repair of Building; Reconstruction. No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Dwelling Unit or other structure is totally or partially damaged or destroyed by fire, Act of God, or any other cause, the Owner shall commence the repair or reconstruction of the Dwelling Unit or other structure, subject to the approvals required by Article 5, within six (6) months after occurrence of the damage or destruction, and shall complete such repair or reconstruction within twelve (12) months, unless the Owner is prevented from doing so by an Act of God or other event beyond the Owner's control, in which case the applicable time period shall be extended by the amount of time necessitated by such event. The provisions of this Section 4.27 shall not apply to any portion of the Property owned by Declarant or any Designated Builder.

4.28 Signs. No signs whatsoever which are Visible From Neighboring Property shall be erected or maintained on any Lot except:

(a) Signs required by legal proceedings and signs that must be permitted by law;

(b) No more than two (2) identification signs for individual residences, each with a face area of seventy-two square inches (72") or less;

(c) Signs and notices erected or posted in connection with the provision of building security with a face area of seventy-two square inches (72") or less;

(d) Promotional and advertising signs of Designated Builder on any Lot, approved from time to time in advance and in writing by the Design Review Committee as to number, size, color, design, message content, location, and type; and

(e) Such other signs (including, but not limited to, construction job identification signs, builder identification signs and subdivision identification signs) which are in conformance with the applicable requirements of all applicable governmental agencies and which are permitted by the Design Guidelines or have been approved in advance and in writing by the Design Review Committee as to size, color, design, message content, and location.

4.29 Utility Service. Except as required to be permitted by law, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground, except to the extent (if any) such underground or concealed placement may be prohibited by law, and except for such above-ground structures and/or media for transmission as may be originally constructed by Declarant or any Designated Builder or as may be otherwise approved by the Design Review Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures.

4.30 Right of Entry. During reasonable hours and upon reasonable prior notice to the Owner or other Resident of a Lot, any member of the Design Review Committee or the Board, or any authorized representative thereof, shall have the right to enter upon and inspect any Lot, and the Improvements thereon, except for the interior portions of any completed Dwelling Units, for the purpose of ascertaining whether or not the provisions of this Declaration have been, or are being, complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry, provided that the right to enter upon or inspect the rear yard of any Lot pursuant to this Section 4.30 shall be limited to the purpose of ascertaining whether or not a nuisance exists on the Lot, including, by way of example (but not limitation), the existence of a breeding environment for mosquitoes such as a neglected pool, spa, or water feature.

4.31 Crime and Drug Free Community. The Association shall have the right and power to enact rules prohibiting criminal and drug activity on the Property, including the right to

assess fines and evict tenants who engage in such activity. The Association shall have the right and power to require Residents and Owners to sign reasonable contracts and forms that assure there is no criminal and drug related activity on the Property.

4.32 Sidewalks, Paths, and Walkways. Sidewalks, paths, and walkways within the Property are designed for pedestrian traffic. Motorized vehicles, including, but not limited to ATVs and motorcycles, may not be operated on the sidewalks, paths, or walkways within the Property. Horses may not be ridden on sidewalks, paths, walkways, streets, or any other portion of the Property.

4.33 Flags and Flagpoles. No flags or flagpoles whatsoever which are Visible From Neighboring Property shall be erected or maintained on any Lot except as permitted by the Design Guidelines or as approved by the Design Review Committee, and as must be permitted by applicable law.

4.34 Prohibited Timesharing and other Fractional Interest Plans. No Lot or Dwelling Unit constructed thereon may be used and/or occupied by any Person pursuant to any joint or common ownership, use and/or occupancy by three (3) or more Unrelated Persons (defined below) during any 365-day period for the primary purpose of allocating periodic use or occupancy of such Dwelling Unit among Unrelated Persons, or their lessees, sub-lessees, assignees, or permittees on an ongoing basis over time pursuant to a timesharing plan, fractional ownership-interest plan, fractional private residence-club plan, membership residential-privilege plan, or any other similar type of plan or arrangement (collectively "**Timesharing Plan**"), regardless of whether such arrangement constitutes a timesharing plan or timeshare interests under Mississippi law or under the laws of any other particular state. Any type of Timesharing Plan, whether or not the Lot or Dwelling Unit is owned by one Person, and whether or not currency or another form of compensation, trade, or barter is provided in exchange for the use of the Lot and Dwelling Unit, is prohibited. For purposes of this Section, "**Unrelated Persons**" means purchasers or holders of such rights of use or occupancy, whether by owning a fee title interest, or by holding some other right or interest, or some other right of occupancy, whether or not any interest in the Lot or Residence is connected to said right, directly or indirectly, individually or through a corporation, partnership, limited liability company, trust or other entity, who are not related by blood, adoption or marriage. In calculating three (3) or more Unrelated Persons, a husband and wife and their children (including the children of either spouse), or a family trust or any other entity comprised exclusively of the same people, shall collectively constitute only one Unrelated Person. For the avoidance of doubt, this Section 4.34 shall in no event limit the right of any Owner from leasing a Dwelling Unit to any lessee.

4.35 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, Improvements, signs, or flagpoles necessary or convenient to the development or sale of Lots within the Property and, in connection therewith, Declarant shall have the right and authority to permit and authorize Designated Builders to construct and install temporary signage which is necessary or convenient to the development and sale of any Lots within the Property.

4.36 Variances. The Board, in its good-faith discretion, may grant such variances of the restrictions contained in this Article 4 as it shall deem appropriate, so long as the use or condition permitted by such variance does not result, as determined by the Board in its sole discretion, in an unsafe, unsanitary, or aesthetically displeasing condition, or in a substantial departure from the common plan of development contemplated by this Declaration. If any restriction set forth in this Article 4 is adjudged or deemed to be invalid or unenforceable as written by reason of any federal, state or local law, ordinance, rule or regulation, then a court or the Board, as applicable, may interpret, construe, rewrite or revise such restriction to the fullest extent allowed by law, so as to make such restriction valid and enforceable. Such modification shall not serve to extinguish any restriction not adjudged or deemed to be unenforceable.

ARTICLE 5

ARCHITECTURAL CONTROL

5.1 Approval Required. No Improvement which would be Visible From Neighboring Property, or which would cause any Person or thing to be Visible From Neighboring Property, shall be constructed or installed on any Lot without the prior written approval of the Design Review Committee, which shall have the authority to regulate the external design and appearance of the Lots and all Improvements constructed thereon. No addition, alteration, repair, change, or other work which in any way alters the exterior appearance of any part of a Lot, or any Improvements located thereon, which are or would be Visible From Neighboring Property shall be made or done without the prior written approval of the Design Review Committee. Any Owner desiring approval of the Design Review Committee for the construction, installation, addition, alteration, repair, change, or replacement of any Improvement which is or would be Visible From Neighboring Property shall submit to the Design Review Committee their written request for approval specifying in detail the nature and extent of the addition, alteration, repair, change, or other work which the Owner desires to perform. Any Owner requesting the approval of the Design Review Committee shall also submit to the Design Review Committee any additional information, plans, and specifications which the Design Review Committee may reasonably request.

5.2 Design Review Fee. The Design Review Committee shall have the right to charge a fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change, or other work pursuant to this Article 5, which fee shall be payable at the time the application for approval is submitted to the Design Review Committee.

5.3 Construction Deposit. The Design Review Committee shall have the right to require a fully-refundable construction deposit of up to ten percent (10%) of the cost to construct the Improvement for which approval is sought to ensure compliance with the Declaration, compliance with the approved plans, and to protect the Association against damage to the Areas of Association Responsibility, which deposit shall be payable at the time the application for approval is submitted to the Design Review Committee. Any such deposit shall be fully refundable to the Owner upon: (i) the completion of the Improvements in accordance with the plans and specifications approved by the Design Review Committee, so long as there is no damage caused to the Common Areas by the Owner, its agents, or contractors; and (ii) the Owner's written request to the Design Review Committee, so long as there is no damage caused to an Areas of Association Responsibility by the Owner, its agents, or contractors. If an Owner or an Owner's agent causes

damage to an Area of Association Responsibility, the Association may use the construction deposit to repair the Area of Association Responsibility. The Association's costs of repairing an Area of Association Responsibility beyond the construction deposit shall be paid by the Owner upon demand from the Association and any sum not paid by an Owner may be treated as an assessment, subject to lien, and collected in like manner as Assessments levied pursuant to this Declaration. Additionally, any delinquent Assessments may be collected from the construction deposit. Notwithstanding anything to the contrary in this Section, Declarant shall not be required to provide a construction deposit in connection with any construction of Improvements.

5.4 Owners in Good Standing. In addition to all other requirements of this Article 5, the Owner of a Lot must be In Good Standing to be eligible to submit plans for Improvements, additions, alterations, repairs, changes, or other work to the Design Review Committee for approval.

5.5 Timeline for Review. If the Design Review Committee fails to approve or disapprove an application for approval within forty-five (45) days after an application meeting all of the requirements of this Declaration and of the Design Guidelines, together with any fee required to be paid and any additional information, plans, and specifications requested by the Design Review Committee, and any other requirements, have been submitted to the Design Review Committee, the application will be deemed to have been disapproved. The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change, or other work shall not be deemed a waiver of the Design Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, or other work subsequently submitted for approval.

5.6 Review of Plans. In reviewing plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Design Review Committee, the Design Review Committee, among other things, may consider the quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finish-grade elevation. The Design Review Committee may disapprove plans and specifications for any construction, installation, addition, alteration, repair, change, or other work which must be approved by the Design Review Committee pursuant to this Article 5 if the Design Review Committee determines, in its sole and absolute discretion, that:

- (a) The proposed construction, installation, addition, alteration, repair, change, or other work would violate any provision of this Declaration;
- (b) The proposed construction, installation, addition, alteration, repair, change, or other work does not comply with all of the Design Guidelines;
- (c) The proposed construction, installation, addition, alteration, repair, change, or other work is not in harmony with existing Improvements in the Property or with Improvements previously approved by the Design Review Committee but not yet constructed;

(d) The proposed construction, installation, addition, alteration, repair, change, or other work is not aesthetically acceptable;

(e) The proposed construction, installation, addition, alteration, repair, change, or other work would be detrimental to or adversely affect the appearance of the Property; or

(f) The proposed construction, installation, addition, alteration, repair, change, or other work is otherwise not in accord with the general plan of development for the Property.

The approval required by the Design Review Committee pursuant to this Article 5 shall be in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation. The approval by the Design Review Committee of any construction, installation, addition, alteration, repair, change, or other work pursuant to this Article 5 shall not be deemed a warranty or representation by the Design Review Committee as to the quality of such construction, installation, addition, alteration, repair, change, or other work or that such construction, installation, addition, alteration, repair, change, or other work conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule, or regulation.

5.7 Design Review Committee. So long as Declarant owns any portion of the Property, Declarant shall have the sole right (a) to determine if a Design Review Committee will be established or if the Board will act in such capacity; (b) to determine the number of members on the Design Review Committee; and (c) to appoint and remove the members of the Design Review Committee (if any) at any time, with or without cause. At such time as Declarant no longer owns any portion of the Property, the Board shall have the right to determine the foregoing with regard to the Design Review Committee. All members of the Design Review Committee appointed by the Board shall serve for a term of one year, subject to the right of the Board to remove such Person from the Committee prior to the expiration of such committee member's term. Declarant may at any time voluntarily surrender its right to appoint and remove the members of the Design Review Committee, and in that event Declarant may require, for so long as Declarant owns any portion of the Property, that specified actions of the Design Review Committee, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective. During the Declarant Control Period, members of the Design Review Committee need not be Owners or Residents.

5.8 Design Guidelines. The Design Review Committee may adopt, amend, and repeal architectural guidelines, standards, and procedures to be used in rendering its decisions. Such guidelines, standards, and procedures ("**Design Guidelines**") may include, without limitation, provisions regarding (i) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography, (ii) placement of Dwelling Units and other buildings, (iii) landscape design, content and conformance with the character of the Property and permitted and prohibited plants, (iv) requirements concerning exterior color schemes, exterior finishes, and materials, (v) signage, (vi) perimeter and screen wall design and appearance, and (vii) such other limitations and restrictions as the Design Review Committee, in its reasonable discretion, may adopt. Notwithstanding anything herein to the contrary, the Design Guidelines

may not conflict with this Declaration, and this Declaration will prevail in the case of any conflict with the Design Guidelines.

5.9 Decisions and Appeals. Except as provided in this Section 5.9, the decisions of the Design Review Committee shall be final on all matters submitted to it pursuant to this Declaration. An Owner who submitted a request for approval to the Design Review Committee may, in writing, appeal the Design Review Committee's decision to the Board. The Board shall have the right, but not the obligation, to review an appeal of any decision of the Design Review Committee and the decision of the Board in all cases shall be final and binding.

5.10 Exclusions. The provisions of this Article 5 shall not apply to, and approval of the Design Review Committee shall not be required for, the construction, erection, alteration, repair, change, or replacement of any Improvements made by or on behalf of Declarant nor for construction of any Dwelling Units by any Designated Builder which are constructed in accordance with plans and specifications therefor which have been approved by Declarant in writing.

ARTICLE 6 **ASSOCIATION**

6.1 Formation. The Association shall be a Mississippi nonprofit corporation. The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Mississippi law and all powers necessary or desirable: (a) to perform the Association's duties and obligations under the Project Documents or imposed by law; (b) to exercise the rights and powers of the Association set forth in the Project Documents; and (c) to foster and promote the common good and general welfare of the Property, the Owners and Residents, and the surrounding community. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

The Association may create profit or nonprofit subsidiaries which may be tax-exempt organizations and delegate to such subsidiaries portions of the powers and authority of the Association under the Project Documents. The Association may engage in activities to benefit persons other than Owners and Residents and may operate, manage and maintain property not owned by the Association (including, without limitation, property dedicated to public use) if the Association determines in its discretion that such action confers some benefit upon the Property.

6.2 Board of Directors and Officers; Management. The affairs of the Association shall be conducted by the Board elected in accordance with this Declaration and the Articles and Bylaws, and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The initial directors and officers of the Association shall be designated in the Articles, and such person shall serve until their death, resignation, removal from office, or until their successors are duly elected as provided in the

Bylaws. Until the termination of the Declarant Control Period, the Directors of the Association shall be appointed, and may be removed, by Declarant. After the Declarant Control Period, the Directors shall be elected by the Members in accordance with the Bylaws. The Board may also appoint various committees and may appoint a manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the manager or any other employee of the Association. Unless the Project Documents specifically require the vote or consent of the Members and/or Declarant, the Board may do or cause to be done any act on behalf of the Association.

6.3 Role of Association. The role of the Association includes, but is not limited to, the following functions:

- (a) The operation and maintenance of all Areas of Association Responsibility;
- (b) Appointment of individuals to serve on the Design Review Committee pursuant to the provisions of Section 5.7; and
- (c) In the exercise of the Board's sole discretion, the enforcement of the Covenants contained in this Declaration.

6.4 Authorized Community Activities, Services and Programs. The Association may organize, fund, and administer community-building activities, services and programs as the Association deems necessary, desirable, or appropriate. Examples of such activities, services and programs include, but are not limited to, the following:

- (a) Primary and adult education programs;
- (b) Recreation and social programs;
- (c) Activities designed to promote compliance with the Project Documents through education and communication;
- (d) Public relations activities on behalf of the Property;
- (e) Cultural, arts, environmental, and wellness programs; Community service activities for the benefit of Owners or Residents of the Property and the surrounding community;
- (f) Community internet and intranet sites;
- (g) Charter clubs and other volunteer organizations and activities; and
- (h) Other services, activities, and programs which enhance the sense of community in the Property.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, activities, services, and programs will be provided by the Association. In

addition, the Association may modify or cancel existing activities, services, and programs in its discretion. Nonuse of any activities, services, or programs offered by the Association shall not exempt any Owner from the obligation to pay Assessments.

6.5 Relationship with Other Entities. The Association may enter into cooperative agreements and expend funds for facilities, services, and activities which benefit the Property and the surrounding area. The Association may provide, or provide for, such services and facilities for all of the Owners and Residents and their Lots, and the Association is authorized to enter into and terminate contracts or agreements with other entities, including Declarant or its affiliate, to provide such services and facilities. The Association may charge use or service fees for any such services and facilities provided, but may also include all or a portion of the cost thereof in the Association's budget as an Association Expense and assess it as part of the Regular Assessment if the services and facilities are provided to all Lots or may also include all or a portion of the cost thereof in a Benefitted Property Assessment if the services and facilities are provided to less than all of the Lots. In any contracts or agreements with third parties for the provision of services within the Property, the Association may assign to the service provider the right to bill Owners directly and to pursue all legal or equitable remedies otherwise available to the Association for the collection of such bills.

6.6 Association Rules. By a vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations, which shall apply to, restrict, and govern, the use of any Common Areas and the Lots by any Member or Resident, provided, however, that the Rules shall not be inconsistent with this Declaration, the Articles, or Bylaws of the Association. Upon adoption, the Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

6.7 Personal Liability. No member of the Board or of any committee of the Association, no officer of the Association, no Declarant, no Designated Builder, and no manager or other employee of the Association (the "**Indemnified Parties**") shall be personally liable to any Member, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the manager, any representative or employee of the Association or any committee, committee member, or officer of the Association. The Association shall indemnify and hold harmless the Indemnified Parties against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract has been made in bad faith. The Association shall indemnify each Indemnified Party against expenses and liabilities, including reasonable attorneys' fees, incurred or imposed upon him or her in connection with any proceeding in which he or she may be a party, or in which he or she may become involved, by reason of such person being a director, officer, employee, committee member, or other Person acting on behalf of the Association, except in such cases where such Indemnified Party is adjudged guilty by a court of law of gross negligence or malfeasance in the performance of his or her duties. Indemnification shall be in addition to and not exclusive of all other rights to which such Indemnified Party may be entitled.

6.8 Implied Rights. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to

be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

ARTICLE 7

MEMBERSHIPS AND VOTING

7.1 Membership. Each Owner of a Lot shall automatically be a Member of the Association. Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable, and joint ownership or ownership of undivided interests in any real property which establishes a Membership shall not cause there to be more Memberships than the number established for purposes of this Section 7.1. Each Member shall have one (1) Membership for each Lot owned by such Owner within the Property as shown on any Plat.

7.2 Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided with satisfactory proof thereof. The vote for each such Membership must be cast as a unit and fractional votes shall not be allowed. If a Membership is owned by more than one Person or entity and such Owners are unable to agree amongst themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that such Member was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular Membership, none of said votes shall be counted and all said votes shall be deemed void. The Association shall have two (2) classes of voting Members, as follows:

7.2.1 Class A. Class A Members shall be all Owners except Declarant and any Designated Builder. A Class A Member shall have one (1) vote for each Lot owned by such Member; and

7.2.2 Class B. Class B Members shall be Declarant and any Designated Builders. The Class B Members shall have three (3) votes for each Lot owned; provided, however, that for so long as Declarant owns any portion of the Property, Declarant shall be entitled to exercise the voting rights of any and all Designated Builders. Each Designated Builder shall execute and deliver to Declarant promptly following receipt of written request therefor, such proxies or other instruments as may be necessary or appropriate to evidence and give effect to the foregoing. The Class B Memberships shall automatically cease on the date upon which Declarant and any Designated Builders no longer own any portion of the Property. Notwithstanding the foregoing, Declarant or any Designated Builders may at any time relinquish its Class B membership by giving written notice thereof to the Association.

7.3 Membership Rights. Each Member shall have the rights, duties, and obligations set forth in this Declaration and such other rights, duties, and obligations as are set forth in the Articles and the Bylaws, as the same may be amended from time to time.

7.4 Transfer of Membership. The rights and obligations of the Owner of a Membership in the Association (other than Declarant) shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to an Owner's Lot and then only to the transferee of ownership of the Lot. A transferor of a Lot must notify the Board of the transfer in writing and remains liable for all obligations hereunder until the transferor so notifies the Board. A transfer of ownership to a Lot may be effectuated by deed, intestate succession, testamentary disposition, foreclosure of a Recorded mortgage or Recorded deed of trust, or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Mississippi. Any attempt to make a prohibited transfer shall be void. Any transfer of the ownership of the Lot shall operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE 8

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, by becoming the Owner of an Assessable Lot, is deemed to covenant and agree to pay to the Association all Assessments, Collection Costs, and all other fees and costs which may become payable by the Owner to the Association under the Project Documents. All Assessments shall be established and collected as provided in this Declaration. Each Assessment, together with all interest thereon, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due. No Owner shall be relieved of the obligation to pay any of the Assessments by abandoning or not using his, her or its Lot or the Common Areas, or by leasing or otherwise transferring occupancy rights with respect to his, her or its Lot. However, upon transfer by an Owner of fee title to such Owner's Lot and Recording of a deed effecting transfer, such transferring Owner shall not be liable for any Assessments thereafter levied against such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of the alleged failure of the Association, the Board, or the Design Review Committee to take some action or perform some function required to be taken or performed under the Project Documents. The Lots owned by Declarant are not Assessable Lots and therefore Declarant is exempt from payment of Regular Assessments, Special Assessments, and Benefitted Property Assessments on Lots owned by Declarant. If a Lot ceases to be owned by Declarant and therefore becomes subject to Assessment, the Assessment shall be prorated on the basis of the number of days that the Lot is not owned by Declarant. Notwithstanding the foregoing, each Designated Builder shall be obligated to pay ten percent (10%) of the Regular Assessments (but all of the Benefitted Property Assessments) attributable to any Assessable Lot owned by such Designated Builder until the date that is twelve (12) months after the Assessable Lot was first conveyed by Declarant to the first Designated Builder to acquire that Lot. Thereafter, such Designated Builder shall be obligated to pay twenty-five percent (25%) of the Regular Assessments (but all of the Benefitted Property Assessments) attributable to any Assessable Lot owned by such Builder until the first to occur of (a) the date on which a certificate of occupancy or similar permit is issued by the relevant municipal, county or state authority for the Residence on that Lot; or (b) two (2) years after the Assessable Lot was first conveyed by Declarant to the first Designated Builder to acquire that Lot. If any Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the applicable assessment period, the Regular Assessment shall be prorated between the

applicable rates on the basis of the number of days in the applicable assessment period that the Lot qualified for each rate.

8.2 Regular Assessments. The Board shall adopt a budget of the estimated Association Expenses for each fiscal year, including any contribution to be made to a reserve fund, which budget shall serve as the basis for determining the Regular Assessments for the applicable fiscal year. The Regular Assessment shall be levied at a uniform amount for each Assessable Lot. Within a reasonable period following the meeting of the Board at which it adopts the budget for the year in question, the Board shall deliver or mail to each Owner a copy of the budget and a statement of the amount of Regular Assessments to be levied against such Owner's Assessable Lot(s) for that year. In the event the Board fails to adopt a budget for any fiscal year prior to commencement of such fiscal year, then until and unless such budget is adopted, the budget (and the amount of the assessments provided for therein) for the year immediately preceding shall remain in effect. Except as provided in Section 8.7, neither the budget nor any Regular Assessment levied pursuant thereto shall be required to be approved by the Owners.

Subject to the limitations of Section 8.7, if the Board determines that the funds budgeted for the fiscal year are, or will, become inadequate to meet all Association Expenses for any reason, including, without limitation, nonpayment of the Regular Assessment, the Board may amend the budget and increase the Regular Assessment for that fiscal year and the revised Regular Assessment shall commence on the date designated by the Board.

8.3 Special Assessments. The Association may levy against each Assessable Lot a Special Assessment for any proper Association purpose, provided, however, that such Special Assessment must be approved by at least two-thirds (2/3rds) of the votes of a quorum of the Members who are voting in Person or by absentee ballot (or by proxy during the Declarant Control Period) at a meeting of the Association duly called for such purpose where quorum is present.

8.4 Enforcement Assessment. The Association may impose against an Owner as an Enforcement Assessment any of the following: (a) Collection Costs incurred by the Association in attempting to collect Assessments or other amounts payable to the Association by the Owner; (b) costs (including attorneys' fees) incurred in bringing the Lot into compliance with terms of the Project Documents; and (c) costs (including attorneys' fees) incurred as a consequence of the conduct of the Owner or Resident of the Lot, including their families, invitees and guests. The Enforcement Assessment shall be automatically imposed against an Owner at such time as the Collection Cost or other amounts are incurred by the Association.

8.5 Benefitted Property Assessments. The Board may levy Benefitted Property Assessments against any Assessable Lot or Lots for expenses incurred or to be incurred by the Association, as follows:

- (a) To cover the costs of maintenance of easements and property, including Common Area and Limited Common Area, that benefit certain Lots but not all of the Property;
- (b) To cover the costs of Special Services; and

(c) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lots, group of Lots, or Residents thereof, upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, caretaker service, or similar activities), which Assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner or Resident.

If the Board determines that any Benefitted Property Assessment is, or will, become inadequate to pay all Association Expenses to be paid by the Benefitted Property Assessment for any reason, including, without limitation, nonpayment of Benefitted Property Assessments by Owners, the Board may increase the Benefitted Property Assessment and the revised Benefitted Property Assessment shall commence on the date designated by the Board.

8.6 Due Dates. Assessments for each fiscal year shall be due and payable as determined by the Board. Assessments shall be deemed "paid" when actually received by the Association or by its designated manager or agent (but if any Assessments are paid by check and the bank or other institution upon which such check is drawn thereafter dishonors and refuses to pay such check, those Assessments shall not be deemed "paid" and shall remain due and payable with interest accruing from the date such Assessments were originally due).

8.7 Maximum Annual Assessment. The Regular Assessments provided for under Section 8.2 shall not at any time exceed the "**Maximum Annual Assessment**," as determined in accordance with this Section 8.7. Unless a greater Maximum Annual Assessment is approved by majority of all Members of the Association, the Maximum Annual Assessment for any fiscal year shall be equal to the Regular Assessment levied in the immediately preceding fiscal year increased by twenty percent (20%).

8.8 Effect of Nonpayment of Assessments; Remedies of Association.

8.8.1 The Association shall have a lien on each Lot for: (a) all Assessments levied against the Lot or the Owners, and (b) any other amounts payable to the Association pursuant to the Project Documents. Such lien shall be prior and superior to all other liens affecting the Lot in question, except (a) taxes, bonds, assessments and other levies which, by Mississippi law, are superior thereto, and (b) the lien or charge of any First Mortgage made in good faith and for value. Such liens may be foreclosed in the manner provided by Mississippi law for the foreclosure of mortgages or deeds of trust. The sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer, but shall not relieve such Lot from liability for any Assessments becoming due after such sale or transfer, or from the lien thereof. The Association shall have the power to bid for any Lot at any sale to foreclose the Association's lien on the Lot, and to acquire and hold, lease, mortgage and convey the same. During the period the Lot is owned by the Association, no right to vote shall be exercised with respect to that Lot and no Assessment shall be assessed or levied on or with respect to that Lot, provided, however that the Association's acquisition and ownership of a Lot shall not be deemed to convert the same into Common Areas. Recording of this Declaration constitutes record notice and perfection of the

liens established hereby, and further Recordation of any claim of a lien for Assessments or other amounts hereunder shall not be required, whether to establish or perfect such lien or to fix the priority thereof, or otherwise (although the Board shall have the option to Record written notices of claims of lien in such circumstances as the Board may deem appropriate).

8.8.2 The Board may invoke any or all of the sanctions provided for herein or in this Declaration, or any other reasonable sanction, to compel payment of any Assessment (or installment thereof), or any other amount payable to the Association under the Project Documents, which is not paid when due (a "**Delinquent Amount**"). Such sanctions include, but are not limited to, the following:

(a) **Interest and Late Fees.** The Board may impose late fees for payment of any Delinquent Amount that is not made within fifteen (15) days of the due date, and interest in such amounts as it determines are appropriate from time to time, subject to any limitations stated herein or imposed by law which such amounts shall be secured by the aforementioned liens;

(b) **Suspension of Rights.** The Board may suspend for the entire period during which a Delinquent Amount remains unpaid the obligated Owner's voting rights, rights to use and enjoy the Common Areas, and other Membership rights as provided herein, in accordance with the procedures that conform to Mississippi law;

(c) **Collection of Delinquent Amount.** The Board may institute an action at law for a money judgment or any other proceeding to recover the Delinquent Amount to the fullest extent permitted by law;

(d) **Recording of Notice.** Subject to applicable law, the Board may Record a notice of lien covering the Delinquent Amount plus interest and accrued collection costs as provided in this Declaration. The Board may establish a fixed fee to reimburse the Association or its representative for the cost of Recording the notice, processing the delinquency, and Recording a notice of satisfaction of the lien; and

(e) **Foreclosure of Lien.** The Board may foreclose the Recorded lien against the Lot in accordance with the prevailing Mississippi law relating to the foreclosure of mortgages or foreclosure of deeds of trust.

8.8.3 It shall be the duty of every Owner to pay all Assessments and any other amount payable with respect to the Owner's Lot in the manner provided herein. Such Assessments and other amounts, together with interest and costs of collection as provided for herein and in this Declaration, shall, until paid, be a charge and continuing servitude and lien upon the Lot against which such Assessments and other amounts are made, provided, however, that such lien shall be subordinate to only those matters identified in this Declaration. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided for in this Declaration or the Bylaws, or otherwise available at law or in equity for the collection of all unpaid Assessments or other amounts payable to the Association, interest thereon, costs of collection thereof and reasonable collection agency fees and attorneys' fees.

8.8.4 The Association shall be entitled to maintain suit to recover a money judgment for unpaid Assessments and other amounts payable to the Association without a foreclosure of the lien for such Assessments, and the same shall not constitute a waiver of the lien for such Assessments or such other amounts payable to the Association.

8.9 Reserves. The Board shall establish reserves for the future periodic maintenance, repair, or replacement of the major components of the Areas of the Association Responsibility. The reserves may be funded from Regular Assessments, the Reserve Contribution Fee paid pursuant to Section 8.12 or any other revenue of the Association. All amounts designated as reserves shall be deposited by the Board of Directors in a separate bank account (the "**Reserve Account**") to be held for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association. To assist the Board in determining the appropriate amount of reserves, the Board shall obtain a reserve study, or an update of a prior study, at least once every five years, which study shall at a minimum include (a) identification of the major components of the Property which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years; (b) identification of the probable remaining useful life of the identified major components as of the date of the study; (c) an estimate of the cost of repair, replacement, restoration, or maintenance of the identified major components during and at the end of their useful life; (d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the identified major components during and at the end of their useful life, after subtracting total reserve funds as of the date of the study.

8.10 Administrative Fee. Each Purchaser of a Lot shall pay to the Association, or the Association's managing agent, an administrative fee in such amount as is established from time to time by a written resolution of the Board. The administrative fee shall become due at the close of escrow or immediately upon the transfer of the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. The administrative fee shall be used exclusively to cover administrative costs related to the transfer.

8.11 Working Capital Fee. To ensure that the Association shall have adequate funds to meet its expenses or to purchase necessary equipment or services, each Purchaser shall pay to the Association, or the Association's managing agent, a sum equal to Five Hundred and No/100 Dollars (\$500.00) for such Lot or in such amount as is established from time to time by a written resolution of the Board (the "**Working Capital Fee**"). Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. Funds paid to the Association pursuant to this Section shall be kept in a separate account and may be used by the Association for payment of operating expenses related to the operation, maintenance, repair, and replacement of the Areas of Association Responsibility, or any other purpose permitted under the Project Documents. Payments made pursuant to this Section shall be nonrefundable and shall not be offset or credited against or considered as advance payment of the Regular Assessment or any other Assessments levied by the Association pursuant to this Declaration.

8.12 Reserve Contribution Fee. To assist the Association in establishing adequate reserve funds to meet its capital expenses, each Purchaser shall pay to the Association a sum equal to one-sixth (1/6th) of the then current Regular Assessment for such Lot or in such amount as is established from time to time by a written resolution of the Board (the "**Reserve Contribution Fee**"). Such payment shall become due at the close of escrow or immediately upon the transfer of title to the Lot, whichever occurs first, and shall be required upon each transfer of title to each Lot. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any other Assessments levied by the Association pursuant to this Declaration. The Board shall have the right, by an affirmative vote of the majority of the members of the Board, and based upon the Board's analysis of replacement and repair reserves to permanently or temporarily cease to assess the Reserve Contribution Fee, and having ceased to assess the Reserve Contribution Fee, the Board shall have the right to reinstate the assessment of such fee at any time thereafter, it being the intent that the Board shall have the right to begin or cease assessment of the Reserve Contribution Fee as the Board deems appropriate from time to time.

ARTICLE 9

USE OF FUNDS; BORROWING POWER

9.1 Purposes for Which Association's Funds May Be Used. The Association shall apply all funds and property collected and received by it (including, without limitation, the Regular Assessments, Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Property and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision, and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on Common Areas and public right-of-way and drainage areas within or serving the Property, maintaining the Areas of Association Responsibility as provided in this Declaration, obtaining property and liability insurance, supplying utilities and other public services, providing for communication and transportation within and dissemination of information concerning the Property, obtaining legal and accounting services for the Association, indemnification of officers and directors of the Association, and generally protecting the health and safety of the Members and the Residents. The Association may also expend its funds for any purposes which any municipality may expend its funds under the laws of the State of Mississippi. Any managing agent shall comply with the provisions of Mississippi Code Sections 79-11-751 to 79-11-761, as amended from time to time. In the event any managing agent is handling any funds of the Association, the Board will review each month the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

9.2 Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such period of time as is necessary or appropriate, provided, however, that no portion of the Common Areas shall be mortgaged or otherwise encumbered, nor shall the Association pledge future Assessments as collateral for a loan, without

the approval of at least two-thirds (2/3) of the Members who are voting on the matter at a duly called meeting and Declarant (so long as Declarant owns any portion of the Property). Notwithstanding anything contained in the foregoing to the contrary, if ingress and egress to any Owner's Lot is over or through any Common Areas which will be mortgaged or otherwise encumbered as provided in the foregoing, any such mortgage or encumbrance shall be subject to such Lot Owner's right and easement for ingress and egress.

9.3 Association's Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees, or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Regular Assessments in the succeeding year if a surplus exists from a prior year and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE 10

DISPUTE RESOLUTION

10.1 Defined Terms. As used in this Article 10, the following terms shall have the meaning set forth below:

(a) **"Alleged Defect"** means any alleged defect or deficiency in the planning, design, engineering, grading, construction or development of Common Area or any Lot.

(b) **"Bound Parties"** means: (i) Declarant; (ii) any Designated Builder; (iii) all Owners; (iv) the Association, including, without limitation, its officers and directors; (v) any contractors or subcontractor, architect, engineer, consultant or other Person who performs or furnishes the design, specifications, surveying, planning, supervision, testing, construction or observation of construction of the Common Area or Lots and who agrees in writing to be bound by the provisions of this Article 10; and (iv) any employee or other representative of Declarant who serves as a director or officer of the Association.

(c) **"Claim"** means: (i) any claim or cause of action arising out of or related in any way to an Alleged Defect, including, without limitation, any claim or cause of action for breach of express or implied warranties or for negligence in the planning, design, engineering, grading, construction or development of the Property; or (ii) any claim or cause of action arising out of or in any way related to the development of the Property or the management or operation of the Association, including, without limitation, any claim for negligence, fraud, intentional misconduct or breach of fiduciary duty.

10.2 Agreement to Resolve Certain Disputes Without Litigation. The Bound Parties agree that all Claims shall be resolved exclusively in accordance with the dispute resolution procedures set forth in this Article 10.

10.3 Notice of Claim. Any Bound Party who contends or alleges to have a Claim (a "Claimant") against another Bound Party (a "Respondent") shall notify each Respondent in

writing of the Claim (the "**Claim Notice**"), stating plainly and concisely: (a) the nature of Claim, including, date, time, location, Persons involved, and Respondent's role in the Claim; (b) the factual and legal basis of the Claim; and (c) what Claimant wants Respondent to do or not do to resolve the Claim. If the Claim involves an Alleged Defect, the Claim Notice shall state plainly and concisely: (a) the nature and location of the Alleged Defect; (b) the date on which the Association or Owner giving the Notice of Alleged Defect first became aware of the Alleged Defect; and (c) whether the Alleged Defect has caused any damage to any persons or property. If the Alleged Defect is alleged to be the result of an act or omission of a person licensed by the State of Mississippi as an architect, engineer, geologist, home inspector, landscape architect or surveyor (a "**Licensed Professional**"), then the Claim Notice from the Association must be accompanied by an affidavit from a Licensed Professional in the same discipline as the Licensed Professional alleged to be responsible for the Alleged Defect containing sufficient information to describe the Alleged Defect and the cause of the Alleged Defect. The Claimant and the Respondent shall negotiate in good faith in an attempt to resolve the Claim. If the Claim is not resolved to the satisfaction of the Claimant within one hundred twenty (120) days after the Claim Notice is given to the Respondent, then the Claimant may proceed with submitting the Claim to mediation pursuant to Section 10.5.

10.4 Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by Declarant or a Designated Builder of a Claim Notice, Declarant or Designated Builder shall have the right, upon reasonable notice to the Association or an Owner and during normal business hours, to enter onto or into, as applicable, the Common Areas and any Lot, including any Dwelling Unit constructed thereon, for the purposes of inspecting and/or conducting testing with respect to any Alleged Defect, and, if deemed necessary by Declarant or Designated Builder, to correct, repair and/or replace any Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, Declarant or Designated Builder shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Nothing set forth in this Section 10.4 shall be construed to impose any obligation on Declarant or a Designated Builder to inspect, test, repair, or replace any item or Alleged Defect for which Declarant or Designated Builder is not otherwise obligated under applicable law or any limited warrant provided by Declarant or a Designated Builder in connection with the sale of the Lots and/or Improvements constructed thereon. The right of Declarant or a Designated Builder to enter, inspect, test, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a written document, in recordable form, executed and Recorded by Declarant or Designated Builder.

10.5 Mediation. If the parties do not resolve the Claim through negotiation within ninety (90) days after the Claim Notice is given to the Respondent, Claimant shall have thirty (30) additional days within which to submit the Claim to mediation by the American Arbitration Association ("AAA") or such other independent mediation service selected by mutual agreement of the Claimant and the Respondent. If Claimant does not submit the Claim to mediation within the time period specified in this Section, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim. If the Parties do not settle the Claim within sixty (60) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by

the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation Notice**"). The Termination of Mediation Notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

10.6 Binding Arbitration. In the event a Claim is not resolved by mediation, the Claimant shall have thirty (30) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim.

The Bound Parties agree that all Claims that are not resolved by negotiation or mediation shall be resolved exclusively by arbitration conducted in accordance with this Section 10.6. The Bound Parties waive their right to have a Claim resolved by a court, including, without limitation, the right to file a legal action as the representative or member of a class or in any other representative capacity. The Claimant and Respondent shall cooperate in good faith to assure that all Bound Parties who may be liable to the Claimant or Respondent with respect to the Claim are made parties to the arbitration. If the Claimant submits the Claim to binding arbitration in accordance with this Section, the arbitration shall be conducted in accordance with the following:

(a) **Initiation of Arbitration.** The arbitration shall be initiated by either party delivering to the other a Notice of Intention to Arbitrate as provided for in the AAA Commercial Arbitration Rules or such other AAA rules as may be applicable to the arbitration (the "**AAA Rules**").

(b) **Governing Procedures.** The arbitration shall be conducted in accordance with the AAA Rules and Miss. Code Ann. § 11-15-101, *et seq.* In the event of a conflict between the AAA Rules and this Section 10.6, the provisions of this Section 10.6 shall govern.

(c) **Joinder/Consolidation.** Any arbitration proceeding may not be joined or consolidated with any Claim by the Association or any other Owner unless specifically agreed to in writing by all parties to the dispute. The arbitrator is not authorized to permit any consolidation or joinder with any other Claims of the Association or any other Owner without the written agreement of all parties to the dispute.

(d) **Appointment of Arbitrator.** The parties shall appoint a single Arbitrator by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, the AAA shall appoint a qualified Arbitrator to serve. Any arbitrator chosen in accordance with this Subsection (d) is referred to as the "**Arbitrator**".

(e) **Qualifications of Arbitrator.** The Arbitrator shall be neutral and impartial. The Arbitrator shall be fully active in such Arbitrator's occupation or profession, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings. The foregoing shall not preclude otherwise qualified retired lawyers or judges from acting as the Arbitrator.

(f) **Disclosure.** Any candidate for the role of Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if such person has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as an Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Subsection (d) above.

(g) **Compensation.** The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate unless otherwise agreed to by the parties. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

(h) **Preliminary Hearing.** Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters which may be addressed include, in addition to those set forth in the AAA Rules, the following: (i) definition of issues; (ii) scope, timing and types of discovery, if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether, if this is done, engagement of experts by the parties can be obviated or minimized; (vii) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (viii) any other matters which may promote the efficient, expeditious, and cost effective conduct of the proceeding.

(i) **Management of the Arbitration.** The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make the proceedings expeditious, economical and less burdensome than litigation.

(j) **Confidentiality.** All papers, documents, briefs, written communication, testimony and transcripts as well as any and all arbitration decisions shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys and expert witnesses (where applicable to their testimony), and as required by law, except that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

(k) **Hearings.** Hearings may be held at any place within Jackson County, Mississippi designated by the Arbitrator and, in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

(l) **Final Award.** The Arbitrator shall promptly (but, in any event, no later than thirty (30) days following the conclusion of the proceedings or such longer period as the parties mutually agree) determine the claims of the parties and render a final award in writing. Each party shall be responsible for their own attorneys' fees and expenses (including the cost and fees of any expert witnesses) in the arbitration, and the arbitrator shall have no authority to award recovery of attorneys' fees or expert expenses. The Arbitrator shall not award any punitive damages. The

Arbitrator shall not award indirect, consequential or special damages, regardless of whether the possibility of such damage or loss was disclosed to, or reasonably foreseen by the party against whom the claim is made. The Arbitrator shall assess the costs of the proceedings (including, without limitation, the fees of the Arbitrator) against the non-prevailing party.

10.7 Use of Funds. Any judgment, award or settlement received by a Claimant in connection with a Claim involving an Alleged Defect shall first be used to correct and/or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Claimant receiving the judgment, award or settlement is the Association, any excess funds remaining after repair of such Alleged Defect and payment of all fees and costs incurred in bringing such action shall be paid into the Association's Reserve Account.

10.8 Approval of Arbitration or Litigation. The Association shall not deliver a Claim Notice or commence any legal action or arbitration proceeding or incur legal expenses (including without limitation, attorneys' fees) in connection with any Claim without the written approval of Members entitled to cast more than eighty percent (80%) of the total votes in the Association, excluding the votes of any Owner who would be a defendant in such proceedings. The Association must pay for any such legal action or mediation or arbitration proceeding with monies that are specifically collected for such purposes and may not borrow money or use reserve funds or other monies collected for specific Association obligations other than legal fees. If the Association commences any legal action or arbitration proceeding involving a Claim, all Owners must notify prospective purchasers of their Lot of such legal action or arbitration proceeding.

10.9 Statute of Limitations. All statutes of limitations applicable to Claims shall apply to the commencement of arbitration proceedings under Section 10.6. If the arbitration proceedings are not initiated within the time period provided by Mississippi law for the filing of a legal action with respect to the Claim, the Claim shall forever be barred.

10.10 Amendment of Article 10. Without the prior written consent of Declarant, this Article 10 may not be amended for a period of twenty (20) years following the Recording of the Declaration.

10.11 Conflicts. In the event of any conflict between this Article 10 and any other provision of the Project Documents, this Article 10 shall control. In the event of any conflict between the provisions of this Article 10 and the terms of any express warranty provided to an Owner by Declarant, Designated Builder, or any third party home warranty company in connection with the purchase of a Lot from Declarant or Designated Builder, the provisions of the express warranty shall control; provided, however, that if the Claim is being asserted by the Association, the approval of the members of the Association required by Section 10.8 must be obtained prior to the Association demanding arbitration of the Claim or filing any legal action with respect to the Claim.

BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH PERSON, FOR ITSELF, ITS HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, TRANSFEREES AND ASSIGNS, AGREES TO HAVE ANY CLAIM RESOLVED

ACCORDING TO THE FEDERAL ARBITRATION ACT, THE MISSISSIPPI CODE PERTAINING TO THE ARBITRATION OF DISPUTES TO THE EXTENT NOT INCONSISTENT WITH THE FEDERAL ARBITRATION ACT AND THE PROVISIONS OF THIS ARTICLE 10 AND WAIVES THE RIGHT TO PURSUE ANY BOUND PARTY IN ANY MANNER OTHER THAN AS PROVIDED IN ARTICLE 10. THE BOUND PARTIES ACKNOWLEDGE THAT BY AGREEING TO RESOLVE ALL CLAIMS AS PROVIDED IN THIS ARTICLE 10, THEY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO HAVE SUCH CLAIM TRIED BEFORE A JURY. THE BOUND PARTIES FURTHER WAIVE THEIR RESPECTIVE RIGHTS TO AN AWARD OF PUNITIVE AND CONSEQUENTIAL DAMAGES RELATING TO A CLAIM. BY ACCEPTANCE OF A DEED OR BY ACQUIRING A LOT, EACH OWNER VOLUNTARILY ACKNOWLEDGES THAT IT IS GIVING UP ANY RIGHTS IT MAY POSSESS TO PUNITIVE AND CONSEQUENTIAL DAMAGES OR THE RIGHT TO A TRIAL BEFORE A JURY RELATING TO A CLAIM.

IF AN OWNER OR THE ASSOCIATION FILES A CIVIL ACTION ASSERTING ANY CLAIM AGAINST ANY BOUND PARTY INSTEAD OF COMPLYING WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS ARTICLE 10 (OR THE OTHER DISPUTE RESOLUTION PROVISIONS, AS APPLICABLE), THE PARTY AGGRIEVED BY THE FILING MAY APPLY TO THE APPLICABLE COURT FOR AN ORDER DISMISSING THE CIVIL ACTION AND COMPELLING THE FILING PARTY TO SUBMIT THE CLAIM TO THE DISPUTE RESOLUTION PROVISIONS APPLICABLE THERETO. THE APPLYING PARTY SHALL BE ENTITLED TO IMMEDIATE ENTRY OF AN ORDER OF DISMISSAL AND A MANDATORY AWARD OF ATTORNEYS' FEES AND TAXABLE COSTS INCURRED IN COMPELLING COMPLIANCE WITH THE APPLICABLE DISPUTE RESOLUTION PROVISION.

IN THE EVENT THE ARBITRATION PROVISIONS OF THIS ARTICLE 10 ARE HELD NOT TO APPLY OR ARE HELD INVALID OR UNENFORCEABLE FOR ANY REASON, ALL DISPUTES SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. EACH OWNER IN THE ASSOCIATION, BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, HEREBY WAIVES AND COVENANTS NOT TO ASSERT THEIR CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO CONSTRUCTION DEFECTS, MIS-REPRESENTATION OR DECLARANT'S AND ANY DESIGNATED BUILDER'S FAILURE TO DISCLOSE MATERIAL FACTS. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF DECLARANT, ANY DESIGNATED BUILDER, ANY OWNER, THE ASSOCIATION OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

ARTICLE 11 **INSURANCE**

11.1 Scope of Coverage. The Association shall maintain, to the extent reasonably available, the following insurance coverage:

11.1.1 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas of Association Responsibility and all other portions of the Property which the Association is obligated to maintain under this Declaration;

11.1.2 Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

11.1.3 Directors and officers liability insurance; and

11.1.4 Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners.

11.1.5 The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(a) That there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(b) That the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(c) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or the Owners; and

(d) Statement of the name of the insured as the Association.

11.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Section shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, mortgagee, or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner, and each mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

11.3 Insurance Obtained by Owners. Each Owner shall be responsible for obtaining property insurance for his or her own benefit and at his or her own expense covering the Owner's Lot and all improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his or her expense personal liability coverage for death, bodily injury or property damage arising out of the use, ownership or maintenance of the Owner's Lot and all improvements and personal property located thereon.

11.4 Payment of Premiums and Deductible. The premiums for any insurance obtained by the Association pursuant to Section 11.1 of this Declaration shall be included in the budget of the Association and shall be paid by the Association. The Board shall have the authority to adopt reasonable rules and procedures for the payment of the insurance deductible.

11.5 Payment of Insurance Proceeds. With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Section, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 11.6, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

11.6 Repair and Replacement of Damaged or Destroyed Property. Any portions of the Area of Association Responsibility required by any governmental entity to be maintained by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association in accordance with the restrictions and requirements of such governmental entity. Any Area of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, (ii) Members representing at least eighty percent (80%) of the total authorized votes in the Association vote not to rebuild, or (iii) the cost of repair or replacement is in excess of insurance proceeds and reserves and the Members do not approve a Special Assessment to fund the additional cost of repair or replacement. If all of the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either (i) be retained by the Association as an additional capital reserve, or (ii) be used for payment of operating expenses of the Association.

ARTICLE 12 **MAINTENANCE**

12.1 Areas of Association Responsibility. The Association, or its duly delegated representative, shall, in the exercise of its discretion, maintain and otherwise manage, all Areas of Association Responsibility, including, but not limited to, landscaping, walkways, parks, paths, greenbelts, medians, parking areas, drives, and other facilities. The Association shall not maintain areas which (a) a governmental entity is maintaining, or (b) are required to be maintained by the Owners of a Lot. The Association shall, in the discretion of the Board:

(a) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon Areas of Association Responsibility;

(b) Replace injured and diseased trees and other vegetation in any Areas of Association Responsibility and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(c) Place and maintain upon any Areas of Association Responsibility such signs as the Board may deem appropriate for the proper identification, use, and regulation thereof;

(d) Do all such other and further acts which the Board deems necessary to preserve and protect the Areas of Association Responsibility and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

In the event any Plat, Supplemental Declaration, deed restriction, or this Declaration permits the Board to determine whether Owners of certain Lots will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners and Residents of the Property for the Association or an individual Owner to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article 12 and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Lots having such responsibilities in exchange for the payment of such fees as the Association and Owner may agree upon. Any charges or fees to be paid by the Owner of a Lot in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall become a Benefitted Property Assessment and shall be secured by the Assessment Lien.

12.2 Assessment of Certain Costs of Maintenance and Repair of Areas of Association Responsibility. In the event that the need for maintenance or repair of Common Areas and Areas of Association Responsibility, and other areas maintained by the Association is caused through the act of any Owner or Resident, or any family, guest, tenant, or invitee of any Owner or Resident, the Association shall perform the needed maintenance or repairs and the cost of such maintenance or repairs shall be due within thirty (30) days of notice and shall be added to, and become a part of, the Assessment to which such Owner and the Owner's Lot is subject, and shall be secured by the Assessment Lien. Notwithstanding the foregoing, prior to submitting a bill for such costs, the Board shall cause a notice to be sent to Owner specifying the maintenance or repairs and the Owner shall have the right to object to his responsibility; provided that if the Owner does not object, the Owner shall be deemed to have acknowledged such responsibility. Following the

Board's consideration of such objection, the Board may absolve Owner or demand that Owner pay the bill within the thirty (30) day period provided above. The decision of the Board shall be final and binding.

12.3 Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Property which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under this Declaration or the Association Rules, the Association may give notice to the offending Owner of the particular condition or conditions that exist and inform the Owner that, unless corrective action is taken within fourteen (14) days, the Association may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Association shall be authorized and empowered to cause such action to be taken (either by undertaking such corrective actions or bringing suit to compel the offending Owner to undertake such corrective action) and the cost thereof, together with any attorney's fees expended by the Association in connection therewith, shall be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot is subject, if any, and shall be secured by the Assessment Lien. The Association is hereby granted an easement to enter the Lot to perform such corrective action and, to the extent the Association or its agents or contractors enters the Owner's Lot to perform such corrective action, they shall not be deemed guilty of trespass. The Board may delegate any of its rights and responsibilities under this Section to a Committee appointed by the Board, or to its managing agent.

ARTICLE 13 **ANNEXATION AND DE-ANNEXATION**

13.1 Annexation of Real Property. Until the later of (a) twenty (20) years after Recordation of this Declaration, and (b) termination of the Declarant Control Period, Declarant hereby reserves the right from time to time to subject all or any portion of any additional real property no matter where located, to the terms and provisions of this Declaration. Annexation of additional property shall occur by Declarant Recording a Declaration of Annexation setting forth the legal description of the additional property being annexed and stating that such property is annexed and subjected to this Declaration. The Declaration of Annexation may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary as determined by the Declarant in its sole and absolute discretion. No consent or approval by the Board, the Owners, or any Person shall be necessary for an annexation by the Declarant. Upon Recordation of a Declaration of Annexation, the annexed real property shall have the same rights, privileges and obligations as property originally subject to the terms of this Declaration, only as modified by the terms of the applicable Declarant of Annexation.

13.2 Additional Provisions Applicable to Property Annexed. Any property annexed to the terms and provisions of this Declaration may be annexed as a whole, at one time, or in one or more portions at different times, and there are no limitations upon the order of annexation or the boundaries thereof. The property annexed by Declarant pursuant to this Section need not be

contiguous with other property already subject to this Declaration, and the exercise of the right of annexation as to any portion of such additional property shall not bar further exercise of the right of annexation as to any other additional property.

The Declaration of Annexations contemplated above may contain such complementary additions and modifications of the covenants as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Declaration of Annexation, revoke, modify or add to the Covenants established by this Declaration within the existing Property.

13.3 De-Annexation. Until the termination of the Declarant Control Period, Declarant shall have the exclusive right to de-annex any property from the Property and this Declaration without the consent of any other Owner or Person. The de-annexation of all or any portion of the Property shall occur by Declarant Recording a Declaration of De-Annexation setting forth the legal description of the property being de-annexed. If Declarant does not own the property to be de-annexed, then the Declaration of De-annexation must be signed by the Owners of fee title to the property to be de-annexed. Upon the de-annexation of any property from the Property pursuant to this Section, such property shall no longer be subject to any of the covenants, conditions and restrictions set forth in the Project Documents. Except with regard to Declarant, as provided above, no Owner shall have the unilateral right to de-annex any property from the Property.

ARTICLE 14

TERM; AMENDMENTS; TERMINATION

14.1 Term; Method of Termination. This Declaration shall be effective upon the date of its Recordation and shall continue in full force and effect, as amended from time to time, unless and until: (i) Members owning ninety percent (90%) of the total Lots in the Association vote to terminate this Declaration; and (ii) so long as Declarant owns any portion of the Property, Declarant consents in writing to terminate this Declaration. If the necessary votes are obtained, the Board shall cause to be Recorded in the office of the Chancery Clerk of Jackson County, Mississippi, a Certificate of Termination, duly signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon, these Covenants shall have no further force and effect, and the Association shall take those steps necessary for the immediate dissolution and liquidation of the Association and any remaining assets pursuant to the terms set forth in its Articles.

14.2 Amendments.

14.2.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Declarant Control Period, Declarant may amend this Declaration for any purpose, and without the consent or approval of any Owners, Designated Builders, or any other Person.

In addition to the foregoing, after termination of the Declarant Control Period, and for so long as Declarant owns any portion of the Property, Declarant may of its own volition, and without the consent or approval of any Owners, Designated Builders, or any other Person, amend

this Declaration for the following purposes: (a) to bring any provision hereof into compliance with applicable law; (b) to satisfy the requirements of any governmental agency pertaining to lending criteria, or established as conditions for acceptability or approval of mortgages or deeds of trust, mortgage insurance, loan guarantees or other factors; (c) to correct any error or ambiguity, or to further the intent or purposes hereof by expanding upon the existing provisions hereof; or (d) to clarify the application of the provisions hereof to any land which may be annexed, or for any other reasonable purpose in connection with any land which may be annexed.

14.2.2 By the Association. Except as otherwise specifically provided above or elsewhere in the Declaration, this Declaration may be amended at a meeting where quorum is present, by the approval of at least two-thirds (2/3) of the votes entitled to be cast by the Members of the Association; provided, however, that in order to be effective, any amendment during such time as Declarant owns any portion of the Property shall require the written approval of Declarant. Notwithstanding the foregoing, the Board may, with the prior written consent of Declarant so long as Declarant owns any portion of the Property, amend this Declaration, without obtaining the approval or consent of any Owner, solely to conform this Declaration to the law. A certificate of amendment, setting forth the full amendment adopted, duly signed and acknowledged by the President or Vice-President of the Association shall be Recorded.

14.2.3 Challenge to Amendment. Any challenge to an amendment to this Declaration for reason that the amendment was not adopted by the required number of Members or was not adopted in accordance with the procedures set forth in this Section must be made within six (6) months after the Recording of the amendment or it shall be forever waived.

14.2.4 Amendment of Supplemental Declarations. A Supplemental Declaration may be amended as provided in such Supplemental Declaration, but only with the consent of Declarant so long as Declarant owns any portion of the Property. Thereafter, a Supplemental Declaration may be amended as provided therein, and with the approval of the Board.

ARTICLE 15

CONVEYANCE OF COMMON AREAS TO ASSOCIATION

15.1 Conveyance of Common Areas to Association. The Common Areas shall be conveyed to the Association by quitclaim deed or other appropriate instrument as determined by Declarant in its sole discretion, subject to this Declaration and all matters of record. The Common Areas may be conveyed in phases if Declarant so elects in its sole and absolute discretion. The Association shall accept title to the Common Areas transferred to it and shall have no right to refuse to accept title to the Common Areas. All costs and expenses of any conveyance of the Common Areas by Declarant or a Designated Builder to the Association shall be paid by the Association. THE ASSOCIATION SHALL ACCEPT THE COMMON AREAS "AS IS", "WHERE IS", AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION,

ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS, EXCEPT AS SET FORTH HEREIN. THE ASSOCIATION AND EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF AN INTEREST IN A LOT, RELEASE DECLARANT AND EACH OF THE DESIGNATED BUILDERS FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION OR COMPLETENESS OF THE COMMON AREAS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE 16

MISCELLANEOUS

16.1 Enforcement.

16.1.1 The Association, Declarant, a Designated Builder, or any Owner shall have the right to enforce the Project Documents and/or any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association, Declarant, Designated Builders, or Owners. The Association shall also have the right to enact an enforcement policy setting forth the policy of the Association, and procedures that will be observed, in connection with enforcement of the provisions of the Declaration and the Project Documents.

16.1.2 This right of enforcement shall be in any manner provided for in the Project Documents or by law or in equity, including, but not limited to, an action to obtain an injunction to compel removal of any Improvements constructed in violation of this Declaration or to otherwise compel compliance with the Project Documents.

16.1.3 In the event the Association acts to enforce the Project Documents, regardless of whether suit is filed, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If, however, a lawsuit is filed, and the Owner is the prevailing party in such lawsuit, the Owner shall not be required to pay the Association's attorneys' fees, court costs, costs of investigation and other related expenses incurred therewith. If any lawsuit is filed by Declarant, a Designated Builder, or any Owner to enforce the provisions of the Project Documents or in any other manner arising out of the Project Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

16.1.4 If the Board, in its business judgment, determines to not take enforcement action in a specific situation, such enforcement shall not be required. No Member may bring legal or equitable action or an administrative claim against the Board or the Association for failure to

enforce the Project Documents without joining as claimants at least twenty-five percent (25%) of the Members.

16.2 Laws, Ordinances and Regulations.

16.2.1 The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other persons to obtain the approval of the Board or the Design Review Committee with respect to certain actions are independent of the obligation of the Owners and other persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other person from the obligation to also comply with all applicable laws, ordinances and regulations.

16.2.2 Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all the enforcement procedures set forth herein.

16.3 Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or other provision of the Project Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner or Resident violating, or responsible for the violation of, the Project Documents; (ii) the legal description of the Lot against which the notice is being Recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps which must be taken by the Owner or occupant to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner and Resident, and any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, and the recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or that the violation did not exist.

16.4 Waiver. The waiver of or failure to enforce any breach or violation of this Declaration will not be deemed a waiver or abandonment of any provision of the Declaration or a waiver of the right to enforce any subsequent breach or violation of the Declaration. The foregoing shall apply regardless of whether any Person affected by the Declaration (or having the right to enforce the Declaration) has or had knowledge of the breach or violation.

16.5 Interpretation of the Covenants. Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of the Project Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions of the Project Documents shall be final, conclusive, and binding as to all Persons and property benefited or bound by the Project Documents.

16.6 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

16.7 Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not expressly inconsistent with the provisions of this Declaration.

16.8 References to the Covenants in Deeds. Deeds to, and instruments affecting, any Lot or any part of the Property may contain the Covenants herein set forth by reference to this Declaration, but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee/Owner or other Person claiming an interest in the Lot through any Deed or instrument and his heirs, executors, administrators, successors and assigns.

16.9 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

16.10 Captions and Titles. All captions, titles or headings of the Articles and sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

16.11 Notices. Any written notice or other documents relating to or required by this Declaration may be delivered personally, by first class mail, certified mail, facsimile, e-mail, overnight delivery service or by any other reasonably reliable method. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or the Design Review Committee, at the address of record for the Association on file with the Mississippi Secretary of State; if to an Owner, to the address of any Lot within the Property owned, in whole or in part, by the Owner or to any other address last furnished by the Owner to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall promptly notify the Association in writing of any subsequent change of address.

16.12 Association's Rights and Powers as Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by the Board, may encompass any and all things which a Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration.

16.13 Attorneys' Fees. In the event the Association incurs legal expenses and costs, including but not limited to, attorneys' fees, in bringing claims against Owners or defending claims and counterclaims brought by Owners in an administrative action or proceeding, including but not limited to, proceedings before an Administrative Law Judge, the Association shall be entitled to recover its attorneys' fees and costs from the Owner involved in the action or administrative proceeding if the Association is the prevailing party.

16.14 Responsibility for Others. Owners hereby acknowledge and agree that they are fully responsible for the actions and inactions of the Owner's family, Residents, guests, licensees, invitees, tenants, and pets. If an Owner's family, Resident, guest, licensee, invitee, tenant, or pet commits a violation of this Declaration, the Owner will be responsible in the same manner as if the Owner had committed such violation.

16.15 Priority of Project Documents. If a conflict exists between the provisions of this Declaration and any Project Document, this Declaration prevails. If a conflict exists between the provisions of the Articles and Bylaws or Rules, the Articles prevail. If a conflict exists between the provisions of the Bylaws and the Rules, the Bylaws prevail.

[Signature page follows.]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

Meritage Homes of Mississippi, Inc., an Arizona corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of Meritage Homes of Mississippi, Inc., an Arizona corporation, and that for and on behalf of said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
Legal Description of the Property

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee, in the penal sum of Fourteen Thousand Seven Hundred and 00/100 Dollars (\$14,700.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with the City of Ocean Springs for improvements in Madison Place – Phase 2B – Lots 1-21.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of three (3) years following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.

1635 Popps Ferry Road, Suite A

Biloxi, MS 39532



By: Brett Mannery

Its: VP, National Lohol

Arch Insurance Company

Harborside 3, 210 Hudson Street, Suite 600

Jersey City, NJ 07311 - 1107



By: Richard H. Mitchell

Its: Attorney-in-Fact

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

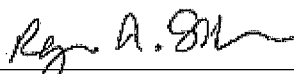
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

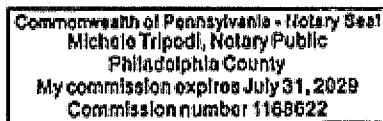
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of June, 2025.

Attested and Certified

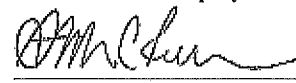

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



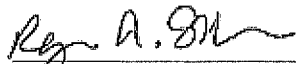
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12 day of May, 2026.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

MAINTENANCE BOND

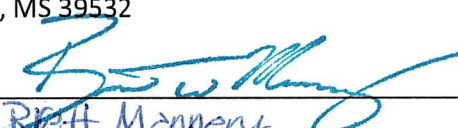
KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee, in the penal sum of One Hundred Thirty Six Thousand and 00/100 Dollars (\$136,00.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with the City of Ocean Springs for Sidewalk and Asphalt improvements in Madison Place – Phase 2B.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of five (5) years following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532


By: Brett Monney
Its: VP, National Land

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, NJ 07311 - 1107


By: Richard H. Mitchell
Its: Attorney-in-Fact

CORPORATE SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Freel and William M. Smith of Birmingham, AL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

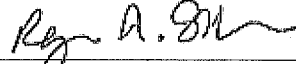
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

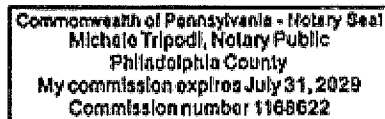
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of June, 2025.

Attested and Certified

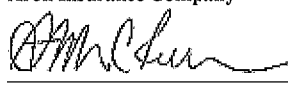

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



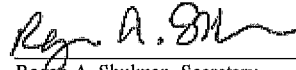
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12 day of May, 20 26.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Meritage Homes of Mississippi, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of the State of MO and duly authorized to do business in the State of Mississippi, as Surety, are held and firmly bound unto City of Ocean Springs, as obligee, in the penal sum of Two Hundred Forty One Thousand Two Hundred Fifty and 00/100 Dollars (\$241,250.00) to which payment well and truly to be made we bind ourselves, our and each of our heirs executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract with the City of Ocean Springs for Sewer improvements in Madison Place Phase 2B – Lots 1-12.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent or exist during the period of two (2) years following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Obligee only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 12th day of May, 2026.

Meritage Homes of Mississippi, Inc.
1635 Popps Ferry Road, Suite A
Biloxi, MS 39532

By: _____
Its: _____

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, NJ 07311 - 1107

By: Richard H. Mitchell
Its: Attorney-in-Fact

CORPORATE SEAL

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: \$ 42.00
MINERAL TAX: \$0.00
202510722
BK: 2214 PG: 367 - 374
06/11/2025 04:03:23 PM 8 PG(S)
Receipt # 12943

THIS INSTRUMENT PREPARED BY:

Mark T. Davis, Esq.
JONES WALKER LLP
P. O. Box 427
3100 North State Street, Suite 300 (39216)
Jackson, MS 39205-0427
(601) 949-4900
Mississippi Bar No. 5839

RETURN TO:

Mark T. Davis, Esq.
JONES WALKER LLP
P. O. Box 427
3100 North State Street, Suite 300 (39216)
Jackson, MS 39205-0427
(601) 949-4900

INDEXING INSTRUCTION:

Situated in the SE 1/4 of Sec. 35, T7S, R8W;
Situated in the NE 1/4 of the NE 1/4 of Sec. 2, T8S, R8W;
Lots 3-7, inclusive; Lots 11-16, inclusive; in Block 240, Unit 34, Gulf Park Estates;
Lots 18-25, inclusive; Lots 35-39, inclusive; Lots 42-48, inclusive, in Block 241, Unit 34, Gulf Park Estates
(*Fountainbleau*)
Situated in the SW 1/4 of Sec. 24, T7S, R8W, City of Ocean Springs
(*Madison Place, Phase 2*)
Situated in the SW 1/4 of the SE 1/4 of Sec. 31, T7S, R7W
(*Palmetto Pointe*)

All in Jackson County, MS

SPECIAL WARRANTY DEED

NAME, ADDRESS AND PHONE NUMBER OF GRANTORS:

Elliott Land Developments, LLC and
Elliott Homes, LLC
1402 Pass Road
Gulfport, MS 39501
Phone No.: 228-257-9614

NAME, ADDRESS AND PHONE NUMBER OF GRANTEE:

Meritage Homes of Mississippi, Inc.
18655 North Claret Drive, Suite 400
Scottsdale, AZ 85255
Phone No.: 520-225-6819

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, ELLIOTT LAND DEVELOPMENTS, LLC, a Mississippi limited liability company, and ELLIOTT HOMES, LLC, a Mississippi limited liability company, Grantors, do hereby grant, bargain, sell, convey and warrant specially to MERITAGE HOMES OF MISSISSIPPI, INC., an Arizona corporation, Grantee, all of Grantors' right, title and interest in and to the following described property, situated in Jackson County, Mississippi, to-wit (the "Subject Property"):

**SEE EXHIBIT A, EXHIBIT B, AND EXHIBIT C
ATTACHED HERETO AND MADE A PART HEREOF**

This conveyance is made subject to, and there is excepted from the warranty hereof, the matters set forth on Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument has been executed by Grantors on this the 30th day of May, 2025.

GRANTORS:

ELLIOTT LAND DEVELOPMENTS, LLC,
a Mississippi limited liability company
AND
ELLIOTT HOMES, LLC,
a Mississippi limited liability company

By: [Signature]
Brandon Elliott, Sole Member

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of May, 2025, within my jurisdiction, the within named Brandon Elliott, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the persons or entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

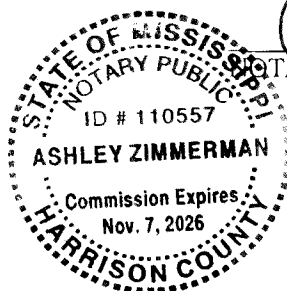


EXHIBIT A
FOUNTAINBLEAU

LEGAL DESCRIPTION PARCEL 1

A PARCEL OF LAND BEING SITUATED IN THE SE 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A FOUND IRON PIPE WITH A DISK AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 51 SECONDS WEST 633.89 FEET TO A SET IRON ROD ON THE NORTHEAST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 38 DEGREES 35 MINUTES 49 SECONDS WEST 967.44 FEET TO A SET IRON ROD ON A CURVE TO THE RIGHT WITH A RADIUS OF 202.87 FEET AND A CHORD BEARING NORTH 16 DEGREES 06 MINUTES 39 SECONDS WEST FOR 136.26 FEET; THENCE RUN ALONG SAID CURVE AND RIGHT-OF-WAY 136.96 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 01 DEGREES 06 MINUTES 06 SECONDS WEST 1082.41 FEET TO A SET IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 151.18 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 32 SECONDS WEST 75.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 152.36 FEET TO A SET IRON ROD ON THE EAST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD; THENCE RUN ALONG SAID RIGHT-OF-WAY NORTH 01 DEGREES 06 MINUTES 37 SECONDS WEST 50.00 FEET TO A SET IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1223.56 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 39 SECONDS WEST 500.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 85.22 FEET TO A SET IRON ROD ON THE EAST LINE OF SAID SECTION 35; THENCE RUN ALONG THE EAST LINE OF SAID SECTION 35 SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST 2592.74 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 56.55 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 2

A PARCEL OF LAND BEING SITUATED IN THE NE 1/4 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 8 WEST AND IN THE SE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON ROD AT THE NORTHEAST CORNER OF WALNUT PARK SUBDIVISION PHASE 2 AS PER PLAT OR MAP THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE RUN NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST 199.97 FEET TO A FOUND IRON ROD; THENCE RUN NORTH 89 DEGREES 35 MINUTES 01 SECONDS WEST 82.90 FEET TO A SET IRON ROD; THENCE RUN NORTH 00 DEGREES 07 MINUTES 06 SECONDS WEST 860.28 FEET TO A SET IRON ROD ON THE WEST RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD AND A CURVE TO THE LEFT HAVING A RADIUS OF 210.21 FEET AND A CHORD BEARING SOUTH 24 DEGREES 42 MINUTES 09 SECONDS EAST FOR 97.00 FEET; THENCE RUN ALONG SAID CURVE AND RIGHT-OF-WAY 97.88 FEET TO A SET IRON ROD; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 38 DEGREES 40 MINUTES 34 SECONDS EAST 1042.39 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 42 DEGREES 36 MINUTES 57 SECONDS EAST 206.33 FEET TO A SET IRON ROD ON A CURVE TO THE LEFT HAVING A RADIUS OF 823.99 FEET AND A CHORD BEARING SOUTH 54 DEGREES 58 MINUTES 00 SECONDS EAST FOR 420.97 FEET; THENCE CONTINUE ALONG SAID CURVE AND RIGHT-OF-WAY 425.69 FEET TO A SET IRON ROD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 67 DEGREES 17 MINUTES 14 SECONDS EAST 121.47 FEET TO A SET IRON ROD AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF FOUNTAINBLEAU ROAD AND THE WEST RIGHT-OF-WAY OF NORTH 19TH STREET; THENCE RUN ALONG THE SAID RIGHT-OF-WAY OF NORTH 19TH STREET SOUTH 00 DEGREES 27 MINUTES 51 SECONDS WEST 877.48 FEET TO A SET IRON ROD AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF NORTH 19TH STREET AND THE NORTH RIGHT-OF-WAY OF SPRING AVENUE; THENCE RUN ALONG THE SAID NORTH RIGHT-OF-WAY OF SPRING AVENUE NORTH 89 DEGREES 43 MINUTES 00 SECONDS WEST 1193.15 FEET TO A SET IRON ROD ON THE EAST LINE OF WALNUT PARK SUBDIVISION PHASE 2; THENCE LEAVING SAID RIGHT-OF-WAY OF SPRING AVENUE RUN ALONG SAID EAST LINE OF WALNUT PARK SUBDIVISION NORTH 00 DEGREES 07 MINUTES 07 SECONDS WEST 1152.28 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 39.32 ACRES MORE OR LESS.

AND ALSO

LOTS 3 THROUGH 7, INCLUSIVE; LOTS 11 THROUGH 16, INCLUSIVE, BLOCK 240; LOTS 18 THROUGH 25, INCLUSIVE; LOTS 35 THROUGH 39, INCLUSIVE; LOTS 42 THROUGH 48, INCLUSIVE, BLOCK 241, ALL BEING IN UNIT 34, GULF PARK ESTATES, BEING A SUBDIVISION LOCATED IN THE COUNTY OF JACKSON, STATE OF MISSISSIPPI, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE PLAT RECORDS IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI AND THAT PART OF GULF PARK ESTATES, UNIT NUMBER 34 VACATED BY CHANCERY CAUSE #26, 400 STYLED COMMUNITY DEVELOPERS, INC., A MISSISSIPPI CORPORATION VS THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI, ET AL, DESCRIBED AS;

LESS AND EXCEPT ANY PROPERTY CONVEYED IN THE BELOW RECORDED DEEDS:

BOOK 1838 PAGE 758

BOOK 1892 PAGE 812

BOOK 1889 PAGE 65

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Terms, Conditions and Restrictions contained in Subdivision Plat for Gulf Park Estates.

EXHIBIT B

MADISON PLACE, PHASE 2

PARCEL A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO LYING ON THE BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE; THENCE FURTHER ALONG SAID SECTION LINE, S89°48'56"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE WEST MARGIN OF SAID GIBSON ROAD, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST MARGIN OF GIBSON ROAD AND ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N00°10'57"W 660.28 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE CONTINUE ALONG SAID BOUNDARY OF REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N45°05'43"W 35.30 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE SOUTH MARGIN OF MADISON PLACE DRIVE; THENCE ALONG SAID SOUTH MARGIN AND CONTINUE ALONG SAID SUBDIVISION BOUNDARY, S89°59'31"W 681.85 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH MARGIN AND SUBDIVISION BOUNDARY, S77°32'25"W 92.76 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SOUTH MARGIN AND SUBDIVISION BOUNDARY, S89°59'31"W 140.20 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, S00°04'48"E 350.89 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S21°06'55"E 136.51 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID SUBDIVISION BOUNDARY, S00°10'57"E 189.70 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE SAID ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST; THENCE ALONG SAID SECTION LINE, N89°48'56"E 889.46 FEET TO THE POINT OF BEGINNING. CONTAINING 14.41 ACRES. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823). ALL CAPPED 1/2" IRON ROD SETS (STAMPED: MARTINO PLS 2838)

PARCEL B

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 8 WEST, CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE ESTABLISHED SECTION LINE COMMON TO SECTIONS 24 AND 25, TOWNSHIP 7 SOUTH, RANGE 8 WEST, S89°48'56"W 1296.43 FEET TO A CAPPED 1/2" IRON ROD SET, LYING ON THE EAST MARGIN OF GIBSON ROAD, SAID IRON ROD ALSO BEING THE EASTERN BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE; THENCE ALONG SAID EAST MARGIN OF GIBSON ROAD AND THE SAID EASTERN BOUNDARY OF THE REPLAT OF MADISON PLACE SUBDIVISION, PHASE ONE, N00°10'57"W 659.97 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE ALONG SAID EAST MARGIN AND EASTERN BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.35 FEET AND A CHORD BEARING AND DISTANCE OF N44°54'17"E 35.41 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N89°59'31"E 14.65 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N00°00'29"W 50.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 62.71 FEET AND A CHORD BEARING AND DISTANCE OF N45°05'43"W 56.48 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE FURTHER ALONG SAID MARGIN AND BOUNDARY LINE, N00°10'57"W 105.14 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE N89°49'04"E 1301.31 FEET TO A 1/2" IRON ROD FOUND, LYING ON THE WESTERN BOUNDARY OF LAKEVIEW SUBDIVISION, PHASE 4, RECORDED IN PLAT BOOK 22 AT PAGE 9; THENCE ALONG SAID WESTERN BOUNDARY, S00°08'06"W 880.03 FEET TO THE POINT OF BEGINNING. CONTAINING 26.18 ACRES. REFERENCE MERIDIAN FOR BEARINGS BASED ON GRID NORTH BY GPS OBSERVATION. (CONVERGENCE ANGLE: 0°02'34.9717" - SCALE FACTOR: 0.999950823) ALL CAPPED 1/2" IRON ROD SETS (STAMPED: MARTINO PLS 2838)

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Restrictive Covenants recorded in Deed Book 1511 at Page 482 and the Restrictive Covenants being dated October 11, 2024, in favor of the US Army Corp of Engineers.
4. Such state of facts as shown on subdivision plat recorded in Plat Book 24 at Page 80.
5. Drainage Easement/Detention area as described in Plat Book 24 at Page 80. And also on survey prepared by Patrick Martino, dated November 6, 2023, Job #P24185.
6. Pump Station Easement shown on survey prepared by Patrick Martino, dated November 6, 2023, Job #P24185.
7. Restrictive Covenants recorded in Book 2194 at Page 86.

EXHIBIT C
PALMETTO POINTE

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE NORTHEAST CORNER OF LOT 10, JAMES WAY SUBDIVISION, JACKSON COUNTY, MISSISSIPPI, SAID POINT LYING ON THE WEST MARGIN OF HIGHWAY 57 EXTENSION; THENCE ALONG THE NORTH LINE OF SAID JAMES WAY SUBDIVISION AND EXTENSION THEREOF, N89°47'32"W 1061.48' TO AN IRON ROD LYING ON THE EAST MARGIN OF HAMILL FARM ROAD; THENCE ALONG SAID EAST MARGIN OF HAMILL FARM ROAD, N00°08'46"E 672.18' TO AN IRON ROD AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF COAST COMMUNITY BANK; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°53'49"E 692.12' TO AN IRON ROD LYING ON THE WEST MARGIN OF HIGHWAY 57 EXTENSION; THENCE ALONG A CURVE OF SAID WEST MARGIN TO THE LEFT, HAVING A RADIUS OF 830.00', AN ARC LENGTH OF 103.57' AND A CHORD BEARING AND DISTANCE OF S25°01'43"E 103.50' TO AN IRON ROD; THENCE FURTHER ALONG SAID WEST MARGIN, S29°01'54"E 654.38' TO THE POINT OF BEGINNING, CONTAINING 13.518 ACRES.

SUBJECT TO THE FOLLOWING:

1. The lien of real property taxes not yet due and payable for 2025 and all subsequent years.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto.
3. Terms, Conditions and Restrictions contained in easement recorded in Book 1265 at Page 11.
4. Terms, Conditions and Restrictions contained in Right of Way recorded in Book 1132 at Page 257.

City of Ocean Springs
Planning Department
P.O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Planning Commission will hold a public meeting in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564

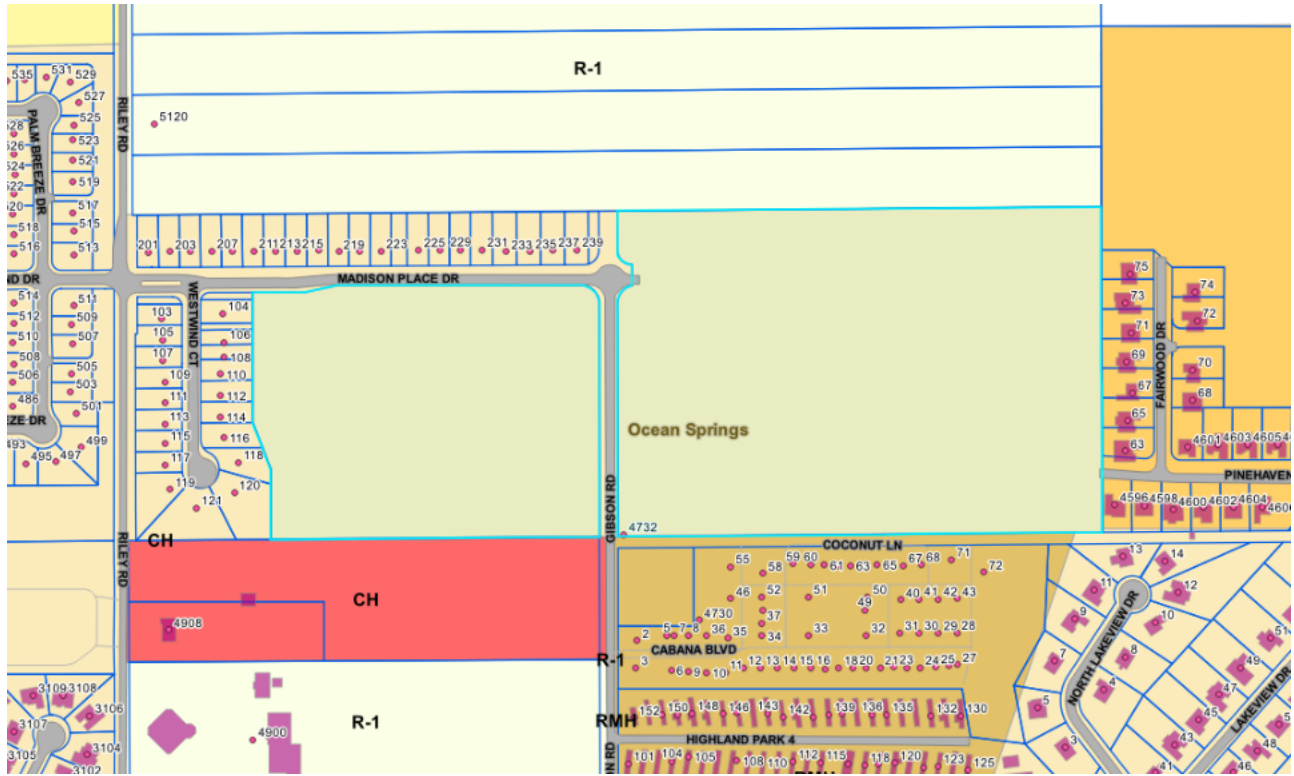
Tuesday, June 9, 2026 @ 6:00 PM

Regarding the following:

Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot single-family residential subdivision

Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard at the public meeting.



Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

Comment Submitted by: Steve Parker; 106 Westwind Court, Ocean Springs, MS. Cell: 228-224-9057

In response to Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision, I am submitting 2 comments/request and attached supporting information (Letter to the USACE dated May 14, 2026). I appreciate your consideration of my comments.

Comment/Request #1: That the City of Ocean Springs condition the **Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision** to require the development entity to 1-adhere to conditions specified in City of Ocean Springs Final Plat Approval of Madison Place Lots 1-8 and 2-adhere to the US Army Corps of Engineers Permit (SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County); See Supporting Attachments. Specifically, I am requesting that Final Plat approval for lots 9-51 be conditioned described below.

Requested Conditions for Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

Prior to the initiating the construction of lots 9-51, Meritage Homes (the Applicant) will complete the following:

- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers and resolve current non-compliance issues with Madison Place II restrictive covenants/conservation easement¹ related to filling/alteration of topography and resulting tree clearing in the conservation easement that was represented as preservation. (See Attached Letter Dated May 14, 2026 to the USACE).
- The Applicant will coordinate with adjacent landowners/HOA Members and the US Army Corps of Engineers and determine ultimate permittee/complete the transfer of U.S. Army Corps of Engineers Permit (SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County)².
- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly develop the mitigation

¹ Madison Place II Restrictive Covenants were provided by Meritage Homes as support documentation for the May 12, 2026 Final Plat Approval of Madison Place Lots 1-8.

² Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could designated as the ultimate permittee.



Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision

plan for the conservation easement including long term management of the conservation easement and funding of same.³

- The Applicant will coordinate with Madison Place HOA members/adjacent landowners and the U.S. Army Corps of Engineers to jointly determine who will be the ultimate covenantor of the Madison Place II Conservation Easement.⁴
- The Applicant will coordinate with Madison Place HOA members/adjacent landowners to provide the City of Ocean Springs, Mississippi with documentation of resolution of all of the items above, prior to the commencement of construction of Madison Place II lots 9 to 51.

Comment/Request #2: I am requesting a meeting with City Planning staff to review the supporting documentation related to the Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B – Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the 51-lot subdivision.

³ Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could be financially responsible for a the implementation of long-term management in the conservation easement.

⁴ The current Covenantor is (Elliott Land Developments, LLC). Based on discussions with the USACE, the previous development entity (Elliott Homes) and with Meritage Homes, Madison Place HOA and its dues paying members could designated as the ultimate Covenantor. Third party entities have also been discussed.



**Madison Place Drive & Gibson Road – PIDN: 60124060.000 – Madison Place Phase 2B –
Meritage Homes of Mississippi, Inc. – Requesting Final Plat approval for 21 lots of the
51-lot subdivision**

SUPPORT DOCUMENTATION

May 14, 2026 Letter to USACE Re: Non-Compliance/Request for Field Site Visit- SAM-2004-
003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in
Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi

RECEIVED
JUN 01 2026

May 14, 2026

Attention: Kaaren Neumann
District Engineer
US Army Engineer District, Mobile
P.O. Box 2288
Mobile, AL 36628-0001

Re: **Non-Compliance/Request for Field Site Visit**- SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi¹

Regarding the 2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi I have a number of concerns with the current construction activities.

- **Concern #1:** Project as constructed is not consistent with what was reflected in Public Notice SAM-2004-03387-RCV issued on May 18, 2023
- **Concern #2:** Project as constructed is non-compliant with the current restrictive covenants: Areas east of Lot 1, west of lot 12/north of lot 13, south of lot 21 and in the rear of lots 1-12; lots 13-21 and lots 39 through 28-51 and the area south of lot 21 are currently not adherent to restrictive covenants.
 - Specifically, Restrictive Covenants Section1-**Prohibition & Restriction condition a**, filling/alteration of topography (**See Attached Table 1; Photo 1 through 9**) is prohibited except as provided for in the Mitigation Plan of the Permit. Section1 , condition e. Structures: There are structures in the conservation easement (**See Attached Photos 3 & 4**).
- **Concern #3:** To mitigate fire hazard concerns, the current covenantor committed to conservation actions that would require modification of the restrictive covenants, and vegetation management on the periphery of the conservation easement. It is unclear 1-whether the commitments will be adhered to by the current development entity and; 2- whether the conservation easement management and associated long-term expenses will become the responsibility of the Home Owners Association or some other future covenantor (e.g. Land Trust for the Mississippi Coastal Plain or other entity).

In any case, non-compliance with Public Notice SAM-2004-03387-RCV issued May 18, 2023 (Concern #1), as well as the USACE permit authorization, the lack of adherence to current restrictive covenants (Concern #2), and the ambiguity related to the future Covenantor (Concern #3) needs to be resolved in order to maintain compliance with the USACE permit.

Request: I am requesting a field site visit to review Concerns 1 & 2 and to discuss concern #3. Consistent with all previous comments, I am not opposed to the construction of houses proposed for this project.

I can be reached at 228-224-9057 or by email at sparker@symbiotic-enterprises.com.

Steve Parker, Resident of Madison Place I
106 Westwind Court
Ocean Springs, MS 39564

¹ This is a follow up to a comment letter that was submitted June 15, 2023 in response to SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi .

RECEIVED
JUN 01 2026

Attachments

Table 1: Mechanized land clearing/filling/alteration of topography on the Madison Place II Conservation Easement (October 24 – November 7, 2025)

<https://share.icloud.com/photos/066TlhUKojGP9Ilo1jDOqM1mA>

versus mechanical clearing for the purposes of habitat management

Mechanized Land Clearing/Filling/Alteration of Topography	
	Photo is looking east from the Madison Place I Drainage easement. Depicts the result of mechanized land clearing/filling/alteration of topography in the project site and the conservation easement (foreground). Bulldozers were used to fell trees and redeposit soils associated with roots to alter site topography. Logs were salvaged, stumps/associated soil and branches were processed in a tub grinder and the spread across the site including the conservation easement (see icloud link in table title).
Mechanical Clearing for the purpose of Habitat Management	
	Looking south from Highway 90 and a pine savanna restoration completed by the Land Trust for the Mississippi Coastal Plain. Mechanical clearing with forestry mulchers (Masticators) can be used to preserve site topography and vegetation. Typically invasive underbrush is mulched, allowing for desired vegetation to regrow after the understory is mechanically cleared.

Note: Photos depict the difference between mechanized land clearing/filling/alteration of topography and mechanical clearing for the purpose of conservation easement management. A comment letter was submitted June 15, 2023 in response to SAM-2004-003387-RCV-Proposed Modification to a Previously Permitted Residential Subdivision in Wetlands Adjacent to Davis Bayou, Ocean Springs, Jackson County, Mississippi. The comment letter included a request "that the permit be conditioned to require the applicant or a third party to implement mechanical clearing, thinning of the underbrush, and possibly controlled burns appropriate to manage the current wildfire risk and protect the houses abutting the conservation easement and use similar management techniques for the pine flatwoods adjacent and east of Gibson Road." The comment letter stated no opposition to the construction of the project.

RECEIVED
JUN 9 1 2026

BY:

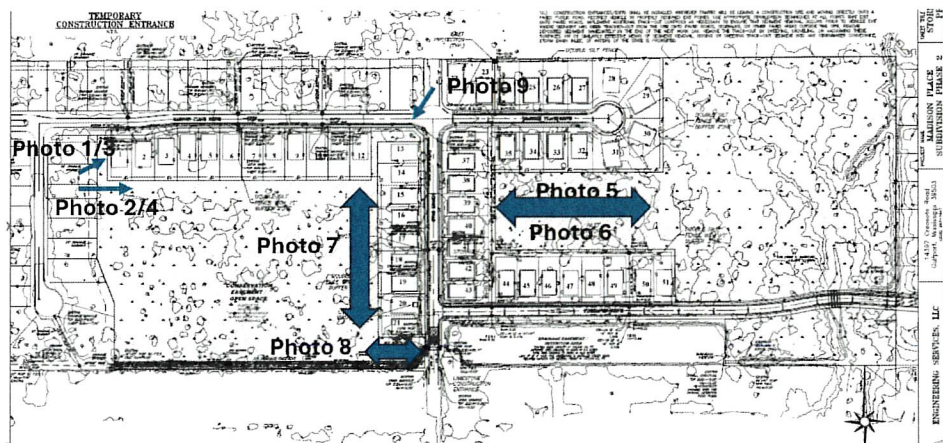


Photo Key



Photos 1 and 2: Pre-construction photos from 2023 depicting a wet pine flatwood, with heavily vegetated underbrush. In Public Notice 2004-003387 the area was proposed as forested conservation easement which has since been mechanized cleared and filled.



Photo 3 and 4: These areas planned as forested conservation easements. Photos depict mechanized land clearing and topography alternations in the conservation easement in areas depicted above in Photos 1 & 2. Also note silt fence along the roadway, a structure in the conservation easement.

RECEIVED
JUN 01 2026



Photo 5: Looking east from Gibson Road, mechanized land clearing and topography alteration in the conservation easement behind proposed lots 31-39 in the conservation easement.

RECEIVED
JUN 01 2026

BY:



Photo 6: Looking east from Gibson Road, mechanized land clearing and topography alteration in the conservation easement behind proposed lots 40-52.

RECEIVED
JUN 01 2026

BY:



Photo 7: Looking South, mechanized land clearing and topography alteration in the conservation easement behind lots 13 to 21.

RECEIVED
JUN 01 2026

BY:



Photo 8: Mechanized land clearing and topographic alternation in the conservation easement south of Lot 21.



Photo 9: Mechanized land clearing and topographic alternation (filling) in the conservation easement at the corner of Madison and Gibson Road.

RECEIVED
JUN 01 2026

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566
228-875-4415**

PLANNING COMMISSION REPORT

MEETING DATE: June 9, 2026

APPLICANT: Cynthia Butz

OWNERS: Cynthia & Frank P. Butz, Frank B. Butz, Samuel Butz, Krista Brown, and Brad Melchert (LE)

REQUESTED ACTION: Approval of a Conditional Use Permit (CUP) to operate a Bed & Breakfast

DATE OF APPLICATION: March 5, 2026

LOCATION: 703 Rayburn Ave - Ward 2

PARCEL NUMBER: 60119091.000



Figure 1. Planning Commission Signage

- I. REQUEST SUMMARY:** The applicant, Cynthia Butz, requests approval of a Conditional Use Permit (CUP) to operate a Bed and Breakfast located at 703 Rayburn Ave.

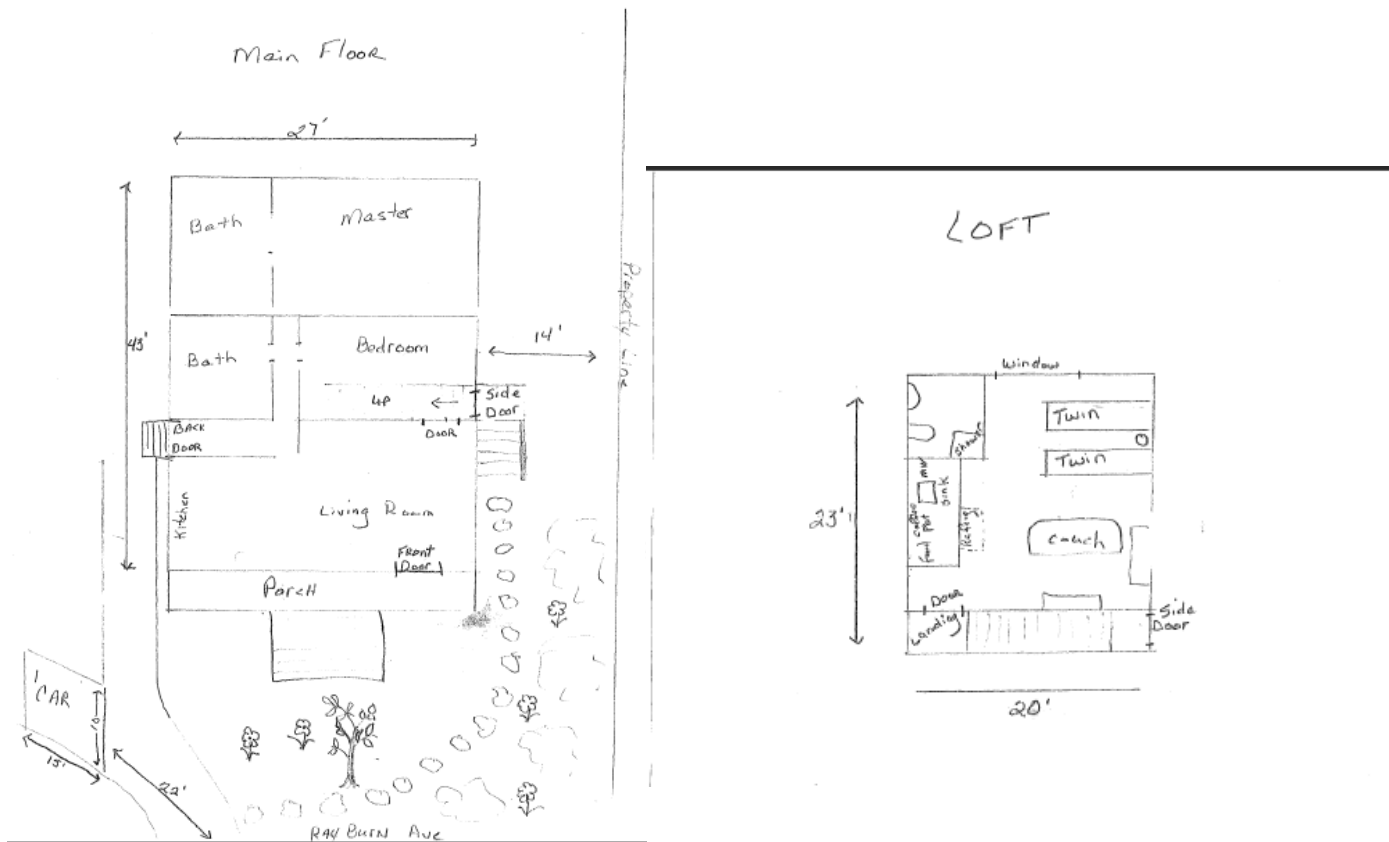


Figure 2, 3. Home Floor Plan

II. ZONING/LAND USE:

The subject property is zoned R-2, Low-Medium Density Residential – single-family dwelling.



Figure 4. Subject Property and Adjacent Zoning Districts

III. **FINDINGS:**

- The applicant, Cynthia Butz is one of several owners listed on the deed for 703 Rayburn Ave with Mr. Brad Melchert holding the Life Estate and is currently applying for a Conditional Use Permit to operate a Bed & Breakfast.
- On April 24, 2026, the Planning Department received information indicating that unauthorized short-term rental activity has been occurring at the property without obtaining a short-term rental permit. The listing was posting on Airbnb as a BNB one room rental with 2 beds. An immediate stop work order was issued on April 24, 2026, and is attached in this packet.
- Following enforcement action, the applicant submitted an application for a Conditional Use Permit to operate a Bed and Breakfast to bring the operation into compliance with the requirements of the Unified Development Code (UDC).
 - According to the information submitted by the applicant, Ms. Cynthia's brother currently lives downstairs on the main floor and guest accommodation will be limited to the loft area of the residence with a private entrance on the north side of the house from a flight of stairs. Guests will have access to one guest room (the loft area) and one bathroom, as depicted on the submitted floor plan.
 - The applicant has indicated that one off-street parking space will be provided on-site within the existing driveway and concrete parking pad area for guest use. Based on the information submitted, guest parking is intended to be accommodated entirely on-site without reliance on-street parking.
- **Bed & Breakfast Inspection:**
 - The inspection was approved by the Building and Fire Department for a maximum occupancy of 2 and maximum of 1 vehicle.
- Upon further investigation, on June 1, 2026 the property was actively posted on Airbnb with several new reviews by guests that stayed after the stop work order was issued.
- There is an active short-term rental moratorium on accepting any new residential short-term rental applications. This property is zoned R-2.

IV. **APPROVAL CRITERIA:**

- **Conditional use** is permitted only if the applicant demonstrates that:
 - a. The proposed conditional use shall comply with all regulations of the R-2 zoning and any applicable supplemental use regulations.

- b. The proposed conditional use shall conform to the character of the neighborhood. The proposal shall not have greater adverse effects on the health, safety, or comfort of persons living or working in the neighborhood, nor be more injurious to nearby property or improvements, than any other use generally permitted in the same district.
 - c. Adequate utilities shall be provided as set forth herein.
 - d. Adequate measures shall be taken to provide ingress and egress, so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.
 - e. The proposed use shall not be noxious or offensive due to vibration, noise, odor, dust, smoke, or gas.
 - f. The proposed use shall not injure the use and enjoyment of nearby properties for already permitted purposes, nor substantially diminish or impair property values within the neighborhood.
 - g. The proposed use shall not impede the orderly development and improvement of surrounding property for use permitted within the zoning district.
 - h. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
 - i. The public interest and welfare supporting the proposed use shall be sufficient to outweigh the individual interests that are adversely affected by the establishment of the proposed use.
 - j. The proposed uses and structures comply with the sustainability requirements of the UDC.
- **Bed & Breakfast – Rules/Regulations:**
 - Not to exceed (4) rentable rooms provided the following conditions have been met:
 - Approval of life safety for occupant improvement and egress.
 - Sufficient off-street parking – 1 space per room in addition to those of the property owner
 - Maximum occupancy to be determined by the Building Official or Fire Marshal during inspection.
 - Any meals furnished must be for guests only.
 - Non-transferrable permits will be subject to annual inspection and renewal.
 - A guest registry must be maintained and made available to the city for inspection within 2 days of request.
 - If the property is not located within a subdivision with an active HOA documentation must be presented that greater than 50% of property owners within a 250' buffer do not object to the approval of a B&B.

- Each B&B must have the property owner utilize the subject property as his/her primary residence and be present each night when the rooms are rented.

B&B Permits can be denied and/or revoked under the following conditions:

1. *The applicant failed to conform to the conditions set forth herein for the current or previous year.*
 2. *Guests and/or users of the property were issued noise ordinance and/or disturbing the peace citations during the previous or current year.*
 3. *Any other reasonable or ration factors or combination of factors, including, but not limited to, inadequate lot size, inadequate infrastructure or off-street parking, lack of response from property owner or temporary property manager to filed complaints of violation of the zoning code, building code, property maintenance code and/or applicable laws or regulations.*
 4. *Operation as B&B or short-term rental prior to receipt of the necessary approval.*
- *Permits that are either denied or revoked under this subsection must wait a minimum of six (6) months to submit a new application for consideration. These applications will be considered as new requests and will be subject to all requirements under the ordinance from which this subsection was derived at the time of application.*

V. PUBLIC NOTICE:

- a. A legal advertisement was published in the Sun Herald, Planning Commission yard sign was posted and Public Hearing notifications were mailed to adjacent property owners within a 500-foot radius on May 22, 2026.

VI. PUBLIC FEEDBACK:

None received as of June 5, 2026.

VII. POTENTIAL MOTIONS:

A motion to recommend **approval** of the Conditional Use Permit (CUP) for the operation of a Bed and Breakfast at 703 Rayburn Ave.

-OR-

A motion to recommend **denial** of the Conditional Use Permit (CUP) for the operation of a Bed and Breakfast at 703 Rayburn Ave.



1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
(228) 875-4415

CONDITIONAL USE PERMIT APPLICATION

Effective June 11, 2006, the following application fees apply: Application

Fee Required*: **\$ 250.00 (NON-REFUNDABLE)**

\$ 1.00 (Per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated)

****applicant responsible for all public mailer fees****

AND MUST BE PAID FOR BY THE APPLICANT BEFORE MAILING.

Application Date: 5 MAY 2026

(Applications are due by the 7th of each month for the meeting scheduled for the subsequent month.)

Indicate Request: Change In Zoning District _____ Use Permit _____ Conditional Use Permit ☒

Applicant Information

Address of Lot(s): 703 Rayburn Ave O.S.

Parcel ID(s): 60119091.000

1. Applicant: Cyndi & Frank Butz Phone: 228 238 9028
Address: 701 Mosley OS Email: butz.cynthia@gmail.com
2. Owner of Record: Cyndi & Frank Butz + Brad Melcher Phone: 228 238 9028
Address: 703 Rayburn, OS Email: _____

COMPLETE THE FOLLOWING:

1. Current Zoning classification of property: R2
2. Explain the present use of the property and condition of any existing structures: Studio & loft used as a Bed & Breakfast. My brother lives downstairs on the main floor. House is in good condition
3. Describe the intended use of property: Bed & breakfast in the loft. There is a private entrance on the North side of the house with a flight of stairs up to the loft. There is also a door off the living room on the main level to the stairs

AND 2) The public need for the new zoning district type. _____

Across the street is an apartment complex. Many
of the apartments are now Condos which are
rented out as STR's

ATTACHMENTS REQUIRED:

1. Application Fee. Amount \$ 250.00
- ☒ 2. Map of the property and the surrounding neighborhood.
- ☒ 3. Diagram of intended use, showing dimensions and distances of property, building and their setbacks; parking spaces, entrances and exits.
- ☒ 4. Legal description; street address. Deed
5. Copy of protective covenants or deed restrictions, if any.
- ☒ 6. Copies of approvals or requests of approval from other agencies such as: Health Department, Miss. Air and Water Pollution Control Commission, Corps of Engineers, Department of Marine Resources Council, etc.
- ☒ 7. Proof of Ownership

***** If applicant is authorized to represent property owner, applicant must provide documentation signed by the property owner.**

Signature of Property Owner

Cynthia J. Betz
Cynthia Betz

Print name

Date

5 May 2026

Signature of Applicant

Cyndi Betz
Cyndi Betz

Print name

Date

5 May 2026

Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) FRANK B. BUTZ, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: FRANK B. BUTZ

Parcel ID(s): 60119091.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature [Signature] Date 6/1/26

STATE OF New York

COUNTY OF New York

I, FRANK B. BUTZ, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

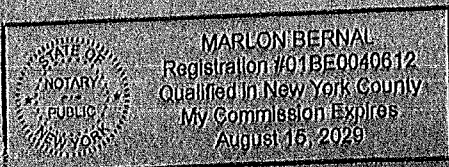
Mailing Address 272 W. 139TH Apt. 4D
NY, NY 10030

Subscribed and sworn before me this 1st day of JUNE.

My commission expires:

8/15/2029

Marlon Bernal
Notary Signature



[Untitled].pdf

Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Krista Brown, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Krista Brown

Parcel ID(s): 60119091.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature [Signature]

Date 5/29/26

STATE OF FL

COUNTY OF Walton

I, Krista Brown Mrs Lisa Jones, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 1160 Scenic Golf Dr

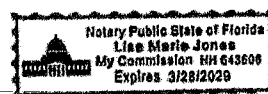
Destin, FL 32550

Subscribed and sworn before me this 29th day of May, 2026.

My commission expires:

3-28-29

[Signature]
Notary Signature



Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Cynthia J Butz, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: _____

Parcel ID(s): ~~60137646.000~~ 60119091.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature Cynthia J Butz Date ~~28~~ 29 May 2026

STATE OF Mississippi

COUNTY OF Jackson

I Cynthia J Butz, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address _____

Subscribed and sworn before me this 29th day of May 2026.

My commission expires:

May 12, 2028



Bailey Leigh
Notary Signature

Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Brad R Melchert, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: _____
Parcel ID(s): ~~60137646.000~~ 60119091.000
Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature X. Brad Melchert Date 29 May 2026

STATE OF Mississippi

COUNTY OF Jackson

I Brad R Melchert, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address _____

Subscribed and sworn before me this 29th day of May 2026.

My commission expires:

May 12, 2028



Bailey Leigh
Notary Signature

Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) FRANK P Butz, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: _____

Parcel ID(s): 60137646.000 60119091.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature [Signature] Date 29 May 2026

STATE OF Mississippi

COUNTY OF Jackson

I FRANK P Butz, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address _____

Subscribed and sworn before me this 29th day of May 2026.

My commission expires: May 12, 2028



[Signature]
Notary Signature

Affidavit of Ownership (if multiple owners, each owner must complete separate pages)

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Samuel Henri Butz, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: _____

Parcel ID(s): 60119091.000

Date Property Acquired Date: _____

Book and Page of Each Conveyance: _____

Owner's Signature Sam H Butz Date 5/29/26

STATE OF Mississippi

COUNTY OF Madison

I Madison Mitchell, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 124 Links Dr. Apt N204
Causey, MS 39046

Subscribed and sworn before me this 29th day of May 2026.

My commission expires:

Aug. 8, 2027



M. J. Mitchell
Notary Signature

703 Rayburn

- 1 The guests only have access to the loft
2. Just 1 room, the loft, plus a bathroom. So 2 rms
- 3 Parking for 1 car in driveway on concrete pad on the left. See drawing



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564

(228) 875-4415

BED & BREAKFAST PERMIT APPLICATION

Application Date: 5 May 2026

Submittal Requirements:

- **Completed Application**
 - Fee of \$200 (NON-REFUNDABLE) must be paid at the time application is submitted [includes occupancy inspection fee].
 - \$1.00 fee (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated).
- ~Certified mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- **Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.**

PROPERTY INFORMATION:

Address of Applicant Property: 703 Bayburn
Parcel Identification Number: 601 19091.000 Zone: R2 Number of bedrooms: 2
Proposed maximum # guests: 2 Number of existing off-street parking spaces: 1
Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No

Name of Property Owner/Applicant	<u>Cyndi & Frank Butz</u>
Address	<u>711 Mosley Ave, OS</u>
Phone No.	<u>228 238 9028</u>
Email:	<u>butz.cynthia@gmail.com</u>
Signature:	<u>Cyndi Butz</u>

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
 - As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per most current Inspection Checklist dated: 9/08/15)

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.

2. There are no outstanding City of Ocean Springs property taxes or special assessments on the parcel(s).

3. The property included in this application is, to the best of my knowledge, in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.

4. Any existing mortgage or deed does NOT prohibit use of property as a Bed & Breakfast.

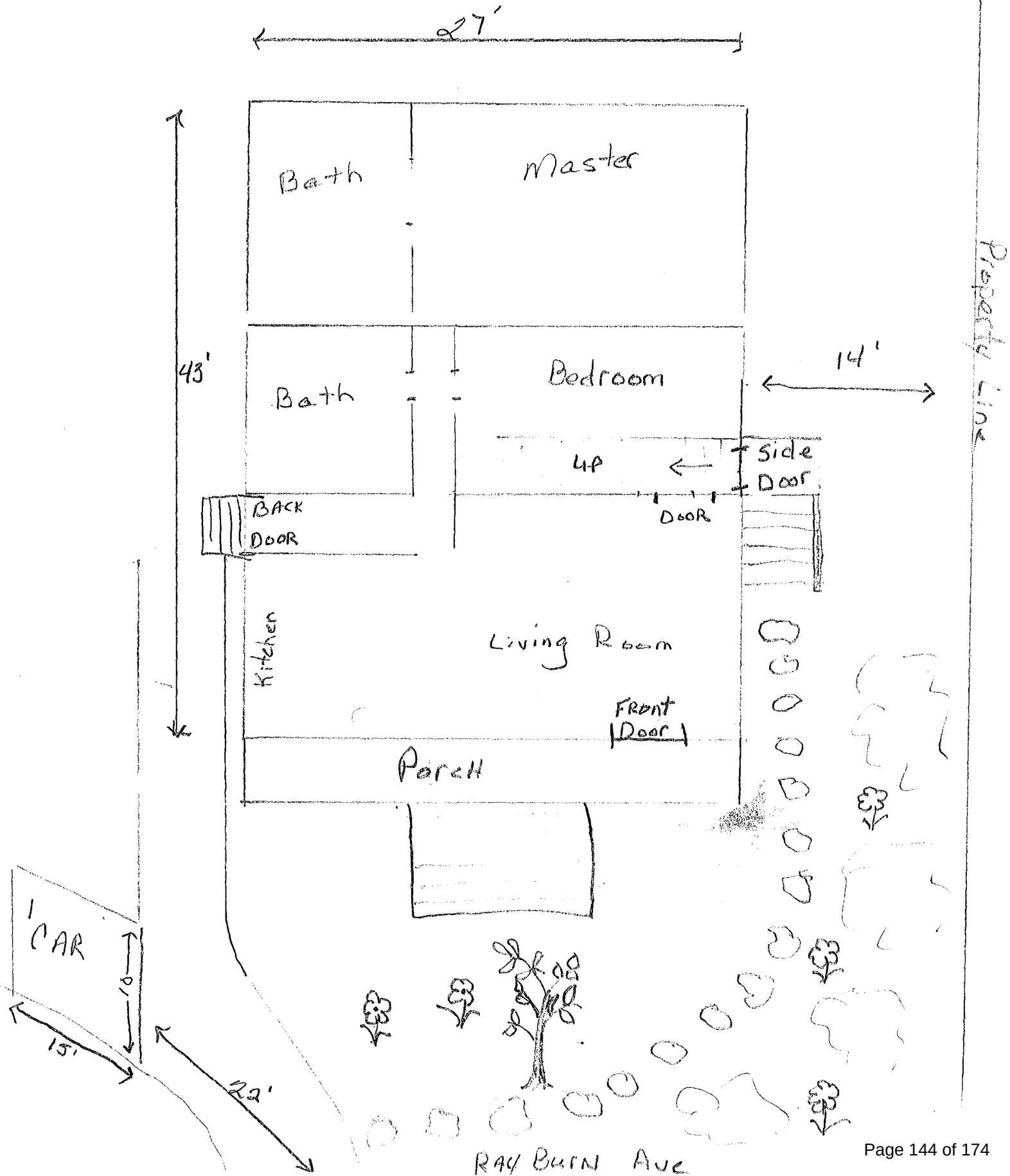
I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Cyndi + Frank Butz
 Parcel ID(s): 601 19091.000
 Date Property Acquired: 5 Apr 2022
 Owner's Signature: Cyndi Butz
 Date: 5 May 2026

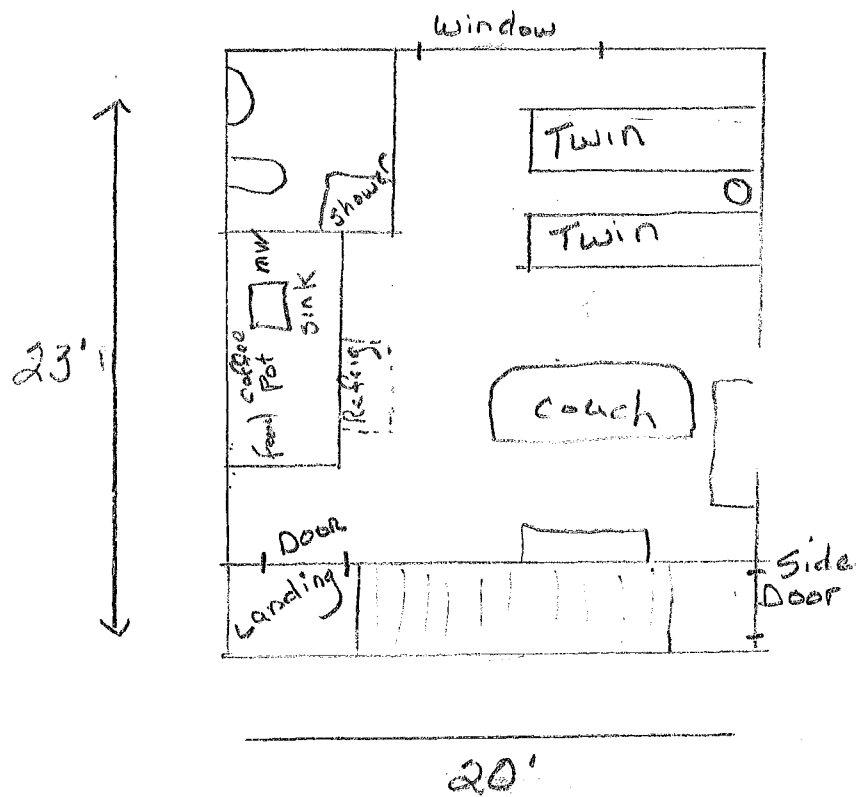
Office Use Only

Date of Inspection: _____
 Maximum Occupancy Determination: _____
 Maximum Parking Spaces: _____
 PC Public Hearing Date: _____
 Result of Occupancy Inspection: _____
 Permit Renewal Date: _____
 BOA Approval Date: _____

Main Floor

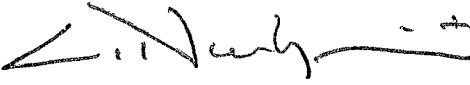


LOFT



703 Rayburn

Dear Neighbors, We are applying for a Bed and Breakfast license. If you have no objections would you please sign below. Thank you,
Frank and Cyndi

✓ St John's Episcopal Church 

✓ Patsy Switzer

✓ Clinton Martin 

✓ Spencer Boyd

✓ Paul Roberts 

✓ David and Carla Keith - New owner of 703 Mosley

✓ PrePro LLC 

Michael Fritz

✓ Phillip Guthrie 

✓ Brad Melchert 

703 Rayburn

Dear Neighbors, We are applying for a Bed and Breakfast license. If you have no objections would you please sign below. Thank you,
Frank and Cyndi

St John's Episcopal Church

Patsy Switzer 

Clinton Martin

Spencer Boyd

Paul Roberts

David and Carla Keith

PrePro LLC

Michael Fritz

Phillip Guthrie

Brad Melchert

703 Bayburn

Dear Neighbors, We are applying for a Bed and Breakfast license. If you have no objections would you please sign below. Thank you,
Frank and Cyndi

St John's Episcopal Church

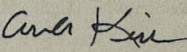
Patsy Switzer

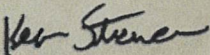
Clinton Martin

Spencer Boyd

Paul Roberts

David and Carla Keith

Signed by:

CC5A775EEC05437...

PrePro LLC 

Michael Fritz

Phillip Guthrie

Brad Melchert

703 Rayburn

Dear Neighbors, We are applying for a Bed and Breakfast license. If you have no objections would you please sign below. Thank you,
Frank and Cyndi

St John's Episcopal Church

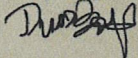
✓ Patsy Switzer

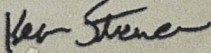
✓ Clinton Martin

✓ Spencer Boyd

Paul Roberts

✓ David and Carla Keith

Signed by:

0EEC5EAD16CC8EC...

✓ PrePro LLC 

Michael Fritz

Phillip Guthrie

Brad Melchert

ADDRESS: 703 Rayburn Ave iWorQ Permit#: 11757



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- | | |
|---|---|
| ▪ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.) | ▪ Adequate garbage receptacles |
| ▪ Emergency Lighting hardwired battery backup | ▪ Smoke detectors in all bedrooms
and hallways. |
| ▪ Address on Building | ▪ Carbon monoxide detectors if there
is gas service. |
| ▪ Breaker Box needs to be labeled | ▪ Identified # of Bedrooms: <u>1</u> |
| ▪ Outlet and switch plate covers need to be
installed. (GFCI Circuits within 6 ft. of water
source) | ▪ Proposed # of Guests: <u>2</u> |
| ▪ No exposed wiring | Approved # of Guests per OSFD: <u>2</u> |
| ▪ Adequate emergency egress | ▪ Proposed # of vehicles: <u>1</u> |
| ▪ Operable windows in sleeping areas | Approved # of vehicles per OSFD: <u>1</u> |
| ▪ Guest rules (noise, garbage, etc.) must be
visibly posted. | |

Property Owner: Cyndi Butz Phone #: 2282389028
Contact Name: _____ Phone #: _____

Date of Inspection: 4-JUNE-2026

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]

Property Owner: [Signature] Fire Marshall Not Present ☐

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$36.00
#202309735 BK:2121 PG:896-900
05/24/2023 09:41:47 AM 5 PGS
CSHOWS,DC Rept#11781



202309735 5 PGS

INDEX AS: Pt. Lot 9, JEROME RYAN TRACT, Jackson County, MS

Prepared By and Return To:
Elizabeth Feder-Hosey, Attorney at Law
PO Box 1618
Ocean Springs, MS 39566
228-324-6038
MS Bar #104127

Brad R. Melchert 228-238-9028 GRANTEE
Cynthia J. Butz 228-238-9028 GRANTOR
Frank P. Butz 228-238-9032 GRANTOR
Frank B. Butz ~~228-238-9028~~ GRANTOR 929-933-8568
Samuel H. Butz 228-238-9031 GRANTOR
Krista L. Brown 850-460-4213 GRANTOR

SPECIAL WARRANTY DEED
Life Estate Reserved

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, together with other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, the undersigned, CYNTHIA JEAN BUTZ and FRANK PETER BUTZ, 711 Mosley Avenue, Ocean Springs, Mississippi, 39564, FRANK BENTON BUTZ, SAMUEL HENRI BUTZ and KRISTA LOUISE BROWN, 304 Porter Avenue, Ocean Springs, Mississippi, 39564, ("GRANTORS"), do hereby sell, convey, warrant specially, and deliver, unto BRAD ROBERT MELCHERT, 703 Rayburn Avenue, Ocean Springs, Mississippi 39564, a LIFE ESTATE in the following described real property and all rights thereunto appertaining, lying and being situated in Jackson County, Mississippi, to-wit:

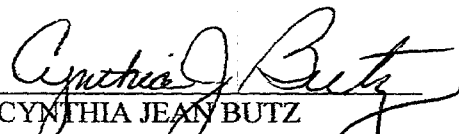
Part of Lot 9, Jerome Ryan Tract, Jackson County, Mississippi, as recorded at Deed Book 4, Pages 546-49, more particularly described as follows:

Beginning at a concrete monument found at the Northeast corner of said lot; thence South 00°09'41" East a distance of 45.00 feet to an iron pipe set; thence South 89°12'42" West a distance of 99.53 feet to an iron pipe set; thence North a distance of 45.00 feet to a concrete monument found; thence North 89°12'42" East a distance of 99.41 feet to the Point of Beginning, having an area of 5218 square feet, more or less.

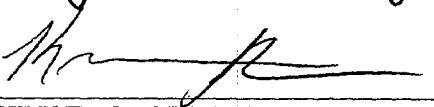
The property described herein shall revert back to the Grantors, Cynthia Jean Butz and Frank Peter Butz, in the form of a Life Estate as Joint Tenants with Rights of Survivorship.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi, and the office of City Hall for the City of Ocean Springs, Mississippi.

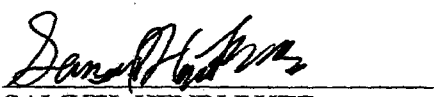
WITNESS the signature of the Grantors of this 17th day of May, 2023.


CYNTHIA JEAN BUTZ


FRANK BENTON BUTZ


KRISTA LOUISE BROWN

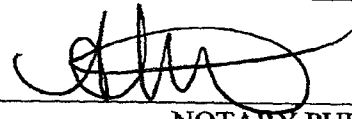

FRANK PETER BUTZ


SAMUEL HENRI BUTZ

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, CYNTHIA JEAN BUTZ AND FRANK PETER BUTZ, who acknowledged before me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own free and voluntary act and deed.

GIVEN under my hand and seal of office on this 25 th day of April, 2023.


NOTARY PUBLIC

My Commission Expires: June 1st, 2024

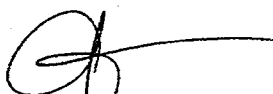


STATE OF FL

COUNTY OF BAY

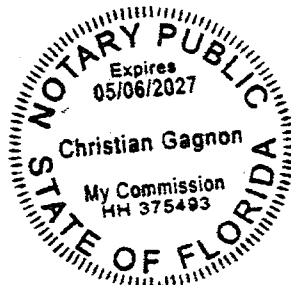
PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, KRISTA LOUISE BROWN, who acknowledged before me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own free and voluntary act and deed.

GIVEN under my hand and seal of office on this 28 th day of April, 2023.



NOTARY PUBLIC

My Commission Expires: 05/06/2027

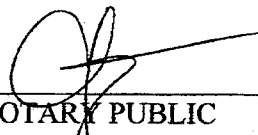


TITLE NOT EXAMINED

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, SAMUEL HENRI BUTZ, who acknowledged before me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own free and voluntary act and deed.

GIVEN under my hand and seal of office on this 28 day of April, 2023.



NOTARY PUBLIC

My Commission Expires: 05/06/2027



STATE OF ~~MISSISSIPPI~~ New York
COUNTY OF ~~JACKSON~~ QUEENS

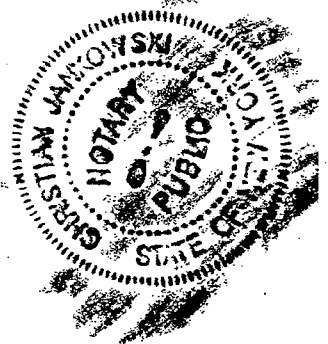
PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, FRANK BENTON BUTZ, who acknowledged before me that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own free and voluntary act and deed.

GIVEN under my hand and seal of office on this 17 th day of MAY, 2023.

Christian Jankowski
NOTARY PUBLIC

My Commission Expires: 12/5/2026

CHRISTIAN JANKOWSKI
Notary Public, State of New York
NO. 01JA6444969
Qualified in Queens County
Commission Expires, December 05, 2026



**This notice is being mailed to you as the owner of property near the project described below.
Copies are sent via standard mail at the cost of the applicant.**

City of Ocean Springs
Planning Department
P. O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Planning Commission will hold a Public Hearing in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564 on

Tuesday, June 9 , 2026 @ 6:00 p.m.

Regarding the following:

Public Hearing to consider a request by Cynthia Butz for a Conditional Use Permit (CUP) to operate a Bed & Breakfast at 703 Rayburn Ave – PIDN: 60119091.000 – Cynthia & Frank P. Butz, Frank B. Butz, Samuel Butz, Krista Brown, and Brad Melchert (LE) zoned R-2 (Low-Medium Density Residential)

Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard.



Bobby Cox
Matthew Hinton
Steve Tillis
Karen Stennis

Mayor
Alderman at Large
Alderman Ward 1
Alderman Ward 2

Kevin Wade
Shannon Pfeiffer
Rob Blackman
Julie Messenger

Alderman Ward 3
Alderman Ward 4
Alderman Ward 5
Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

April 24, 2026

Frank and Cynthia Jean Butz
711 Mosley Ave
Ocean Springs, MS 39564

Dear Mr. and Mrs. Butz,

The City of Ocean Springs Planning Department has received information indicating that unauthorized short-term rental (STR) activity has been occurring at the property located at 703 Rayburn Avenue, with activity reportedly dating back to 2023. Please be advised that operating a short-term rental without a valid STR permit is a violation of the City of Ocean Springs Short-Term Rental Ordinance. At this time, our records do not reflect an approved or active STR permit for this property.

Effective immediately, you are hereby issued a **Stop Order** for all short-term rental activity at 703 Rayburn Avenue. This includes, but is not limited to, advertising, booking, or allowing occupancy of the property for rental periods of thirty (30) days or less.

You are required to:

- Cease all short-term rental operations immediately; and
- Remove any online listings or advertisements for short-term rental use of the property.

Please be advised that each day a violation continues may be considered a separate offense and may result in further enforcement action, including fines and/or legal proceedings.

This notice is being sent to you as the property owners of record, with your mailing address listed as 711 Mosley Avenue. If you believe this notice has been issued in error or if you have documentation demonstrating compliance, please contact the Planning Department immediately. We appreciate your prompt attention to this matter and your cooperation in bringing the property into compliance with City regulations.

Sincerely,
City of Ocean Springs
Planning Department



P.O. Box 1800, Ocean Springs, MS 39566

1018 Porter Ave Ocean Springs, MS 39564



Bobby Cox
Matthew Hinton
Steve Tillis
Karen Stennis

Mayor
Alderman at Large
Alderman Ward 1
Alderman Ward 2

Kevin Wade
Shannon Pfeiffer
Rob Blackman
Julie Messenger

Alderman Ward 3
Alderman Ward 4
Alderman Ward 5
Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

Date:4/24/2026

To: Frank & Cynthia Jean Butz

Property Address: 703 Rayburn Ave

Permit No.: No Active Permit

STOP WORK ORDER

This Stop Order is issued pursuant to the City of Ocean Springs Unified Development Code (UDC) and the City's adopted Short-Term Rental (STR) regulations. The property listed above is prohibited from operating, advertising, renting, or hosting guests as a Short-Term Rental effective immediately.

Reason for Stop Order / Termination

This Stop Order is being issued for the following reason(s):

- Unauthorized Short-Term Rental activity has been identified at the property, with evidence.
- No valid Short-Term Rental permit has been issued for the property.

ORDER

Effective immediately Cease all STR activity, including accepting bookings, hosting guests, or advertising the property, remove or deactivate all online listings and booking calendars, no guests may occupy the property under STR use.

Failure to Comply

Failure to comply with this Stop Order may result in citations, fines, legal action, and additional enforcement by the City of Ocean Springs. The property may be monitored for compliance.

Issued By:

City of Ocean Springs

Planning Department

1014 Porter Ave

Ocean Springs, MS 39564



488 reviews

Most recent ▾



Colleen

Dunedin, Florida

★★★★★ · 2 weeks ago · Stayed with a pet

Cute place short walk to restaurants. Big thumbs up!



Dana

Springfield, Missouri

★★★★★ · 2 weeks ago · Stayed with a pet

Cannot rave enough about Frank and Cindy's hospitality and friendliness. Upon check-in, we were greeted by Frank and his amazing dog, Dash. Frank also offered suggestions for walking routes and sights we needed to see. The place accurately matches the description and photos and was perfect for our stay. Finally, the landscaping and attention to detail around the property is even better than what the photos depict. This is an ideal location for tooling around the neat little shopping area or walking along the waterfront. My only complaint is we weren't able to stay longer, but we will most definitely fix that on a future trip!



Lori

1 year on Airbnb

★★★★★ · 2 weeks ago · Stayed one night

Cyndi and Frank are both gracious hosts. This is my second stay at their place and it's just perfect. Clean, charming, nice location for walking to town and the beach. There are great snacks and beautiful gardens. I guess the only concern for some is the one flight up to the apartment. But at the top of those cleverly painted steps is a sweet personal welcome sign and supplies for the beach!



Carol R

1 month on Airbnb



L

1 year on Airbnb

★★★★★ · 2 weeks ago · Stayed one night

Cyndi and Frank are both gracious hosts. This is my second stay at their place and it's just perfect. Clean, charming, nice location for walking to town and the beach. There are great snacks and beautiful gardens. I guess the only concern for some is the one flight up to the apartment. But at the top of those cleverly painted steps is a sweet personal welcome sign and supplies for the beach!

C

Carol R

1 month on Airbnb

★★★★★ · 3 weeks ago · Stayed a few nights

The location close to the quaint downtown area was just what we were looking for after attending 4-day JazzFest Weekend 2. Actually, it was even better than we anticipated. Frank and Cyndi were relaxed, generous and welcoming. We agreed that we wouldn't hesitate to visit again. And, we'd be really disappointed if accommodations weren't available. Terrific people!



Kimberly

Jacksonville, Florida

★★★★★ · 4 weeks ago · Stayed a few nights

Loved our stay here! The owners have thought of anything and everything to make the stay comfortable and easy. Pineapple palms is roomier than it appeared in the photos and so clean and well planned. Small things like extra hooks on the walls for hanging jackets etc, places to open luggage, a magnifying mirror in the bathroom and plenty of other mirrors, breakfast items...all of that makes an Airbnb special and this place has it. Super easy walk to a really fun downtown area and also to the waterfront to watch the sunset (it was beautiful). The house info book had so much useful information. We planned a whole day on their recommendations and saw so many great places on the Mississippi coast that I didn't even know about before we got there. Highly recommend this adorable place and we hope to come back soon!

Response from Cyndi

3 weeks ago

Thank you for your kind words

Gail



my two dogs. The space was perfect for the two of us. They had a home made loaf of lemon bread and snacks along with coffee and water. Their place is walkable to town. Highly recommend it and would come back again!

**M**

Alligator, Mississippi

★★★★★ · May 2026 · Stayed with a pet

Wow this place is all of the best things of "what airbnb used to be." Friendly, proactive - lots of snacks and thoughtful touches. Not extra steps while checking out. We slept like little babies and the towels were fluffy after a shower, and we enjoyed complimentary popcorn after a long day on the road. Thank yall for sharing this space with us! Not to mention the beautiful flora and fauna ❤️

**Emma**

Jackson, Mississippi

★★★★★ · April 2026 · Stayed a few nights

Frank and Cindy's place was amazing! They are such thoughtful hosts. Inside there were freshly baked muffins, a book full of local recommendations and menus, and everything else we could have possibly needed during our stay. We enjoyed the walk to downtown Ocean Springs in the mornings and evenings. We would definitely recommend these hosts!

**John**

Philadelphia, Mississippi

★★★★★ · April 2026 · Stayed one night

It was fantastic! The room was comfortable and quiet. We slept great. Everything was clean and neat. We enjoyed the banana nut bread and other treats provided by our hosts. The yard was beautiful and the jasmine smelled wonderful. The location was really good for walking to local restaurants and other businesses. I would definitely stay here again.

**Ed**

Lillian, Alabama

**Rebecca**

Tampa, Florida

★★★★★ · January 2016 · Stayed a few nights

This was a great airbnb experience. Frank's family member is who I had contact with and she was beyond sweet and helpful. My car battery died right after arriving and she offered to take me to the store to get what I needed. The daily breakfast was a nice bonus! The space was adequately sized and had everything you could need there. Neighborhood is beautiful and only a few blocks from downtown and also the beach. Can't wait to get back and spend another weekend!

**Katja**

11 years on Airbnb

★★★★★ · January 2016 · Stayed a few nights

The apartment is absolutely lovely...immaculately clean and very comfortable. Barbara and Frank could not have been nicer or more helpful, and the breakfast is a very welcome touch of added hospitality. The location is also great; on a quiet road but easy walking distance from the pretty town, and not even far from the beach.

**Ali**

Chicago, Illinois

★★★★★ · December 2015 · Stayed a few nights

488th Review.

We loved our stay at Pineapple Palms. Booking was easy and Frank stayed in touch with us the whole time making sure everything was ok. Barbara met us with the key and gave us a tour and she could not have been nicer. The loft space was nice and homey and had everything we needed. Every morning Barbara left a breakfast tray outside the door with fresh baked goods, juice, fruit, milk and even some treats for our dog. That was such a nice bonus. The location of the loft was perfect. It was a very short walk into town with restaurants and shopping and also very close to the beach. There was also a beautiful little wooded area out back that was perfect for walking the dog. And although we didn't use the pool it looked very nice and we hope to be back in the summertime so we can take advantage of that! On our way out Barbara gave us some fresh baked cookies for the road with a nice little note. She really made us feel welcome in her home and still gave us enough privacy. Thanks again for everything!



Entire guest suite in Ocean Springs, Mississippi

2 guests · 1 bedroom · 2 beds · 1 bath



One of the most loved homes on Airbnb, according to guests



Hosted by Frank

Superhost · 12 years hosting



Top 1% of homes

This home is one of the highest ranked based on ratings, reviews, and booking speed.



Self check-in

Check yourself in with the keypad.



Extra spacious

Guests love this home's spaciousness for a comfortable stay.

Add dates for prices

Select dates

Add your travel dates for exact pricing

CHECK-IN

MM/DD/YYYY

CHECKOUT

Add date

June 2026							July 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6		1	2	3	4	
7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31			
28	29	30					26	27	28	29	30	31	



Clear dates

Close

**CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
POST OFFICE BOX 1800
OCEAN SPRINGS, MS 39566-1800
228-875-4415**

PLANNING COMMISSION REPORT

MEETING DATE: June 9, 2026
APPLICANT/OWNER: Russell and Kim Dossett
REQUESTED ACTION: Lot Split
DATE OF APPLICATION: April 24, 2026
LOCATION: 3711 Government St – Ward 5
PARCEL NUMBER: 60127090.000



Figure 1. Planning Commission Signage

I. REQUEST SUMMARY:

The applicants, Russell and Kim Dossett are requesting approval to split their parcel into two lots.

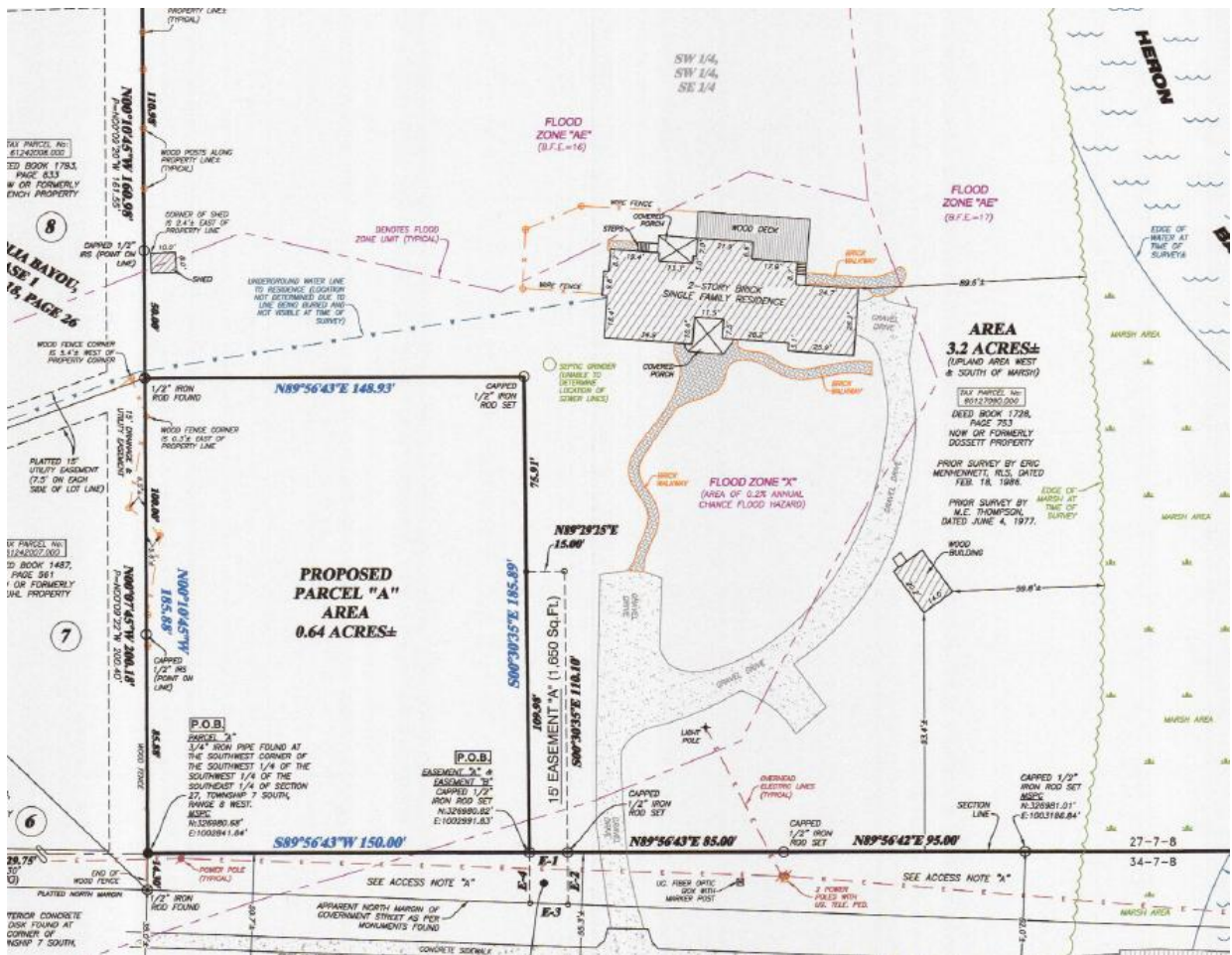


Figure 2. Proposed Site Plan

II. ZONING/LAND USE:

The subject property is zoned R-1, Low-Density Single-Family Residential – single-family dwelling

• R-1 Zoning Requirements:

- ❖ Minimum Lot Area – 13,500 sq. ft.
- ❖ Minimum Lot Width – 100'
- ❖ Front Setback – 25'
- ❖ Side Setback – 10'
- ❖ Rear Setback – 25'

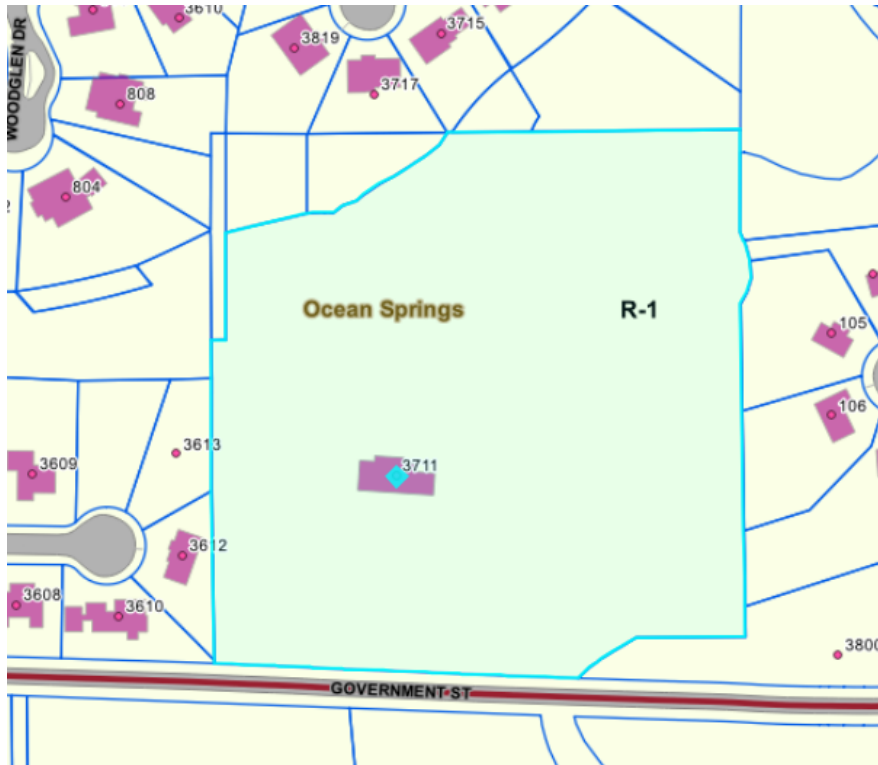


Figure 3. Subject Property and Adjacent Zoning District

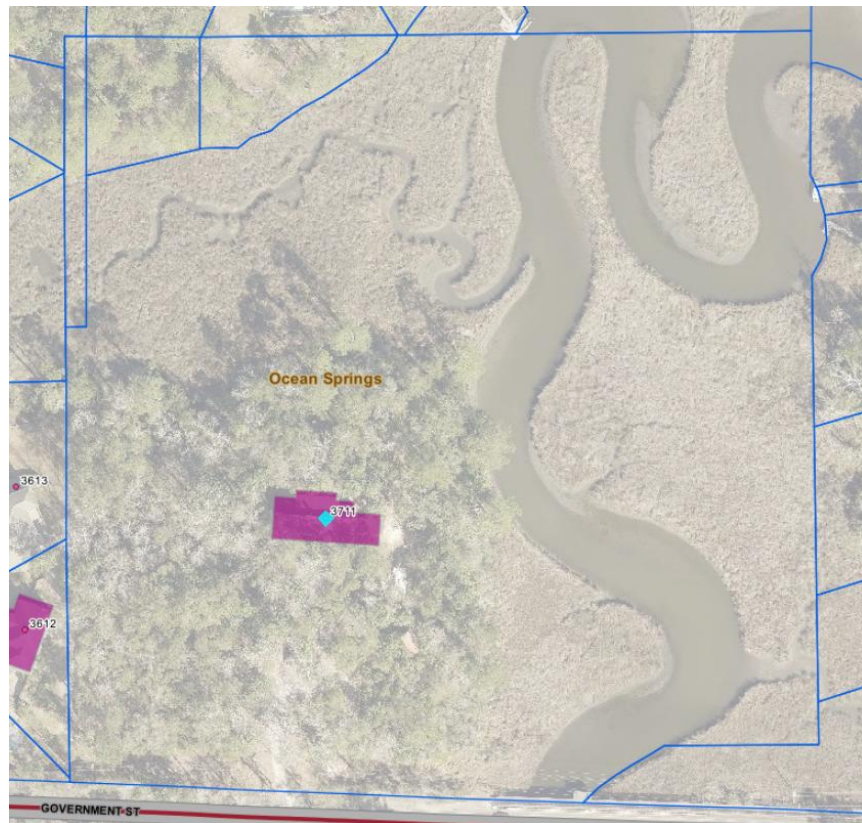


Figure 4. Aerial View of Subject Property

III. FINDINGS:

- Based on the survey, the current parcel is over 9 acres in size, and the owner is proposing to split the lot to create a new parcel approximately 27,878 sq. ft and remain R-1 zoning for both.
 - ❖ The proposed lot shown as Parcel A, will be 150' wide by approximately 185' deep, containing 27,878 sq. ft.
 - ❖ Both proposed lots meet the minimum UDC requirements for the R-1 zoning district and do not create non-buildable parcels.

IV. PUBLIC NOTICE:

- A legal advertisement was published in the Sun Herald on May 22, 2026.
- Planning Commission yard signs were posted on the property on May 22, 2026.
- Notices were mailed to adjacent property owners within a 500-foot radius on May 26, 2026.

V. PUBLIC FEEDBACK:

- None received by June 5, 2026.

VI. POTENTIAL MOTIONS:

A motion to recommend **approval** of the lot split request for 3711 Government St.

-OR-

A motion to recommend **denial** of the lot split request for 3711 Government St.



City of Ocean Springs Planning Department
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564
(228) 875-4415

LOT/ PARCEL RECONFIGURATION/SPLIT APPLICATION

Indicate Request: SPLIT ☒ RECONFIGURATION ☐

Effective June 11, 2006, the following application fees apply:

Lot/Parcel Reconfiguration/Split \$200
Additional Fee \$1 (Per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated)

applicant responsible for all cost associated with public mailers

Application Date: 03/24/2026 (Applications are due by the 7th of each month.)

Applicant Information

Address of Lot/Parcel(s): 3711 Gouvernement St, Ocean Springs, MS 39564

Parcel ID(s): 60127090.000

1. Applicant:	<u>Russell and Kim Dossett</u>	Phone	<u>228-623-7791</u>
Address	<u>3711 Government St, Ocean Springs</u>	Email	<u>rdoss8@att.net</u>
2. Local Agent:	_____	Phone	_____
Address	_____	Email	_____
3. Owner of Record:	<u>Russell and Kim Dossett</u>	Phone	<u>228-623-7791</u>
Address	<u>3711 Government St, Ocean Springs</u>	Email	<u>rdoss8@att.net</u>
4. Engineer:	_____	Phone	_____
Address	_____	Email	_____
5. Land Surveyor:	<u>Patrick Martino</u>	Phone	<u>(228) 396-2283</u>
Address	<u>13010 Kayleigh Cove, Biloxi, MS 39532</u>	Email	_____
6. Attorney:	_____	Phone	_____
Address	_____	Email	_____

Property Information

1. Tax Map Designation: Section _____ Township: _____ Range: _____

2. Is this lot/parcel located in a Platted Subdivision: Yes ☐ No ☒ Name of Subdivision: _____

3. Zoning of Lot(s): R-1

4. Current lot area (sq. ft.) _____

Regulations of the Unified Development Code:

Lot Split: Section 2.30

Parcel Reconfiguration: 2.43

Plat Amendment: 2.23

Reconfiguration Request

1. Describe lot split/reconfiguration request (existing/proposed size of lot(s), reason for request, etc.).

2. Has Zoning and Adjustments Board granted any variance exceptions or special permits for this property?
☐ Yes ☒ No If so, please explain and state the date of approval: _____

3. Has any lot included in this request been previously split or reconfigured? _____
No _____
4. Are there any easements or existing structures that would interfere with this lot reconfiguration? _____

5. Are the proposed lots adjacent to public water and sewer lines? _____

LOT SPLIT/ LOT RECONFIGURATION COMPLIANCE CHECKLIST

This checklist to be completed by applicant and verified by City Planning Department.

- ☒ Application complete and submitted.
- ☒ Application fees paid in full (\$201.00)
- ☒ Vicinity map submitted, identifying lot(s) relationship to nearby parcels, roadways, or other landmarks.
- ☒ Survey submitted, including all required information (see survey requirements, p. 3)
- ☒ Evidence of ownership submitted (tax statement, deed, etc.)
- ☐ If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.
- ☒ Affidavit of Ownership and notarized signature submitted (see attached)
- ☒ Adequate legal and physical access to all proposed lots is provided (no "land locked" parcels).
- ☒ All proposed lots in conformance with lot setback requirements of zoning ordinance.
- ☒ All proposed lots in conformance with lot width requirements of zoning ordinance.
- ☒ All proposed lots in conformance with lot area requirements of zoning ordinance.
- ☒ Neither non-conforming lots nor non-buildable lots are formed as result of proposed split/reconfiguration.
- ☒ Proposed split/reconfiguration does not impair existing access, easements, or public improvements.
- ☒ There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s). (also stated in Affidavit)
- ☒ The split/reconfiguration will not result in significant increases in service requirements (utilities, traffic control, streets, etc.), nor will it interfere with maintaining existing service level (i.e. no additional curb cuts, repaving, etc.)
- ☒ If not located in a platted subdivision, this lot has never been previously split.
- ☒ Lot reconfiguration will provide for development conformable with existing development and City's Comprehensive Plan.

Survey Requirements for Lot Split/Lot Reconfiguration

Information for Applicant, Items to be included in submittal:

- ☒ Date, north arrow and scale
- ☒ Parcel ID number(s)
- ☒ Existing and proposed lot lines, lot widths, lot areas, and any other lot dimensions
- ☒ Existing driveway(s), roads and road easements/rights-of-way
- ☒ Existing utilities, including any septic tanks or other private utilities
- ☒ All existing structures
- ☒ Setbacks from existing structures to existing and proposed property lines
- ☒ Location of any existing structures on the lots, with nature, location and dimensions
- ☒ Any existing and proposed utility or road easements

Next Steps

Once the application is received (with all attachments) and fee is paid, the City will review the package and schedule the request on the next month's Planning Commission agenda. The Planning Commission will make a recommendation to the Board of Alderman, which will approve or reject the request. Applicants are encouraged to attend both the Planning Commission and Board of Aldermen meetings to respond to questions. The Planning Commission meets the 2nd Tuesday of each month at 6:00 pm and the Board of Aldermen meets the 1st and 3rd Tuesday of each month at 6:00 pm. Applicants will be notified when their request will be considered. All meetings occur in the City Hall Board room at 1018 Porter Avenue.

When the approved lot split or lot reconfiguration results in a new deed, the property owner or agent shall record lot split/reconfiguration survey and deed in the Land Records Office (Chancery Clerk) of Jackson County, MS.

BEARING REFERENCE: GRID NORTH BY GPS OBSERVATION. NAD_83(2011)(EPOCH:2010.0000)

30 0 30 60 90

GRAPHIC SCALE - FEET

BEARING NOTE:
BEARINGS AS SHOWN ARE BASED ON GRID NORTH BY GPS OBSERVATIONS OF CONTROL POINTS USING USM RTK NETWORK.
(ALL LINES RELATIVE TO)
ZONE: 18S EAST (2301)
DATUM: NAD_83(2011)(EPOCH:2010.0000)
SCALE FACTOR: 0.999950442344
CONVERGENCE ANGLE: 0°01'53"

W N E S

SCALE 1" = 30'

BEARING NOTE:
BEARINGS AS SHOWN ARE BASED ON GRID
NORTH BY GPS OBSERVATIONS OF CONTROL
POINTS USING USM RTK NETWORK.
(ALL LINES RELATIVE TO)
ZONE: MS EAST (2301)
DATUM: NAD_83(2011)(EPOCH:2010.0000)
SCALE FACTOR: 0.999950442344
CONVERGENCE ANGLE: 0°01'53"

FLOOD ZONE EXPLANATION:

AE BASE FLOOD ELEVATIONS DETERMINED.

X
(0.2% ANNUAL CHANCE FLOOD) AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

DEED DESCRIPTION:

AS PER DEED BK. 1728, AT PG. 753
THAT CERTAIN TRACT, PIECE OR PARCEL SITUATED IN OCEAN
SPRINGS, JACKSON COUNTY, MISSISSIPPI, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) LYING IN SECTION 27, TOWNSHIP 7 SOUTH, RANGE 8 WEST, SAME AS DESCRIBED IN DEED BOOK 852, PAGE 98, LAND DEED RECORDS OF JACKSON COUNTY, MS.

LESS AND EXCEPT:

(1) PARCEL CONVEYED TO LAWRENCE C. RUMSEY, ET UX, DEED BOOK 1513, PAGE 589, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI.

(2) PARCEL CONVEYED TO KIMBERLY A. DAVIS, DEED BOOK 1513, PAGE 591, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI.

(3) PARCEL CONVEYED TO REGGIE BATES, ET UX, DEED RECORDED IN BOOK 1513, PAGE 593, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESERVATIONS,
RESTRICTIONS AND COVENANTS OF RECORD PERTAINING TO
SUBJECT PROPERTY.

WATER BOUNDARY NOTE:
SUCH LAND WHICH COMPRISES THE SHORES OR BANKS OF NAVIGABLE RIVERS, STREAMS, LAKES, BAYS, GULFS OR OCEANS; OR FILLED-IN LANDS OR ARTIFICIAL ISLANDS; OR RIPARIAN OR LITTORAL RIGHTS; OR LAND WHICH IS BELOW THE WATERMARK OF THE ORDINARY HIGH TIDE OR THE MEAN HIGH TIDE; OR LAND WHICH MIGHT CONSTITUTE WETLANDS UNDER THE CONSTITUTION OR LAWS OF THE STATE OF MISSISSIPPI OR OF THE UNITED STATES OF AMERICA IS CONVEYED BY QUITCLAIM ONLY.

NOTES:

- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OR EASEMENTS, EASEMENTS, EASEMENTS, EASEMENTS, EASEMENTS, EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT ZONING AND APPROVAL BY THE APPROPRIATE GOVERNING BODIES. NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

REFERENCE MATERIALS:

(1) JACKSON COUNTY GIS WEBSITE
 AND TAX MAP, CURRENT EDITION.
 (2) INFORMATION PROVIDED BY CLIENT.
 (3) DEED BOOK 1723, PAGE 753.
 (4) DEED BOOK 1487, PAGE 561.
 (5) DEED BOOK 1793, PAGE 833.
 (6) DEED BOOK 1644, PAGE 765.
 (7) DEED BOOK 643, PAGE 193.
 (8) PRIOR SURVEY BY ERIC
 MENKENHETT, RLS, DATED FEB. 18,
 1886.
 (9) RECORDED PLAT OF MAGNOLIA
 BATON, PHASE 1, PLAT BOOK 18 AT
 PAGE 28.

BOUNDARY NOTE:
BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION FURNISHED BY THE SURVEYOR. THEREFORE, BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT GUARANTEE SURVEYOR'S POSSIBLE CONDUCT REGARDING THE PROPERTY, EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBRANCES MAY EXIST. THIS IS A TITLE SURVEY AND DOES NOT GUARANTEE ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE
PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND
OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE AND BELIEF.

PATRICK M. MARTINO, P.L.S. 5/5/2026
DATE OF FIELD SURVEY

PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-306-2283
EMAIL: [PATRICK@MARTINOSURVEYING.COM](mailto:patrick@martinosurveying.com)
PROFESSIONAL LAND SURVEYOR

**CAP
DETAIL:**

MARTINO
PLS 02338

TOP VIEW

SIDE VIEW

DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, P.L.S.

DETAIL:

MARTINO
COA 27453

— TOP VIEW

— SIDE VIEW

DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, PLS, INC

8
MAGNOLIA BAYOU,
PHASE 1
PLAT BOOK 18, PAGE 26

TAX PARCEL No:
61242007.000

DEED BOOK 1487,
PAGE 561
NOW OR FORMERLY
BRUHL PROPERTY

TAX PARCEL No:
61242006.000

DEED BOOK 1644
PAGE 755
NOW OR FORMERLY
WALB PROPERTY

P.O.C.
U.S. DEPT. OF INTERIOR CONCRETE
MONUMENT WITH DISK FOUND AT
THE SOUTHWEST CORNER OF
SECTION 27, TOWNSHIP 7 SOUTH,
RANGE 8 WEST.
MSPC
N:326978.17'
E:1000212.09'

CLIENT:
**RUSSELL & KIM
DOSSETT**
DRAWN BY: JAG
DRAWING #: P26435
DATE: 5/5/2026
CREW CHIEF: JS

GENERAL NOTES:

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A SURVEY TITLE REPORT OR AN ENVIRONMENTAL STUDY.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AS SHOWN HEREON" ACCORDING TO MAP NUMBER 28059-0224G DATED MARCH 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH BY GPS OBSERVATION. NAD_83(2011)(EPOCH:2010.0000).
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.

LEGEND:

⊗ --- (IRF) IRON ROD FOUND
 ○ --- (IRS) IRON ROD SET
 ● --- (IPF) IRON PIPE FOUND
 (MEASURED ON THE OUTSIDE)
 □ --- CONCRETE MONUMENT WITH DISK FOUND

**ABBREVIATION
LEGEND:**
D = DEED DIMENSION
PS = PRIOR SURVEY
UG. = UNDERGROUND
P = PLATTED DIMENSION
C/L = CENTERLINE
N90°00'00"E 435.00' = ACT
FIELD MEASUREMENT

ACCESS NOTE "A"
CONSULT LAND TITLE ATTORNEY FOR
CLARIFICATION OF OWNERSHIP OF THAT
STRIP OF LAND THAT LIES BETWEEN
THE NORTH MARGIN OF GOVERNMENT
STREET AND THE SOUTH LINE OF THE
SW 1/4, SW 1/4, SE 1/4.

EASEMENT CALL TABLE:
E-1 = S89°56'43"W 15.00'
E-2 = S00°30'35"E 20.40'
E-3 = N87°56'31"W 15.01'
E-4 = N00°30'35"W 19.84'

SHEET 1 OF 2



201319516 2 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$12.00
#201319516 BK:1728 PG:753-754
10/31/2013 02:14 PM 2 PGS
CSHOWS,DC Rcpt#014599

Indexing: Section 27, T7S, R8W

Prepared by & return to:

Cassandra G. Dillon
Attorney-MB# 6128
P.O. Box 1482
Pascagoula, MS 39568
PH: (228) 769-2000

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100
(\$10.00) DOLLARS, cash in hand paid, and other good and valuable
consideration, the receipt of all of which is hereby acknowledged,
We,

JAMES C. SULVER and EMILY D. SULVER
260 Antebellum Way
Fayetteville, GA 30215
PH: (228) 238-0837

do hereby sell, convey and warrant unto

RUSSELL H. DOSSETT and KIM M. DOSSETT
3711 Government Street
Ocean Springs, MS 39565
PH: (228) 623-7791 & 623-7792

as joint tenants, with right of survivorship and not as tenants in common
that certain tract, piece or parcel situated in Ocean Springs, Jackson

County, Mississippi, being more particularly described as follows,

to-wit:

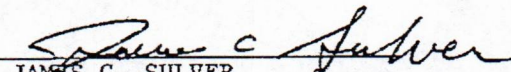
The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) lying in Section 27, Township 7 South, Range 8 West, same as described in Deed Book 852, Page 98, Land Deed Records of Jackson County, MS.

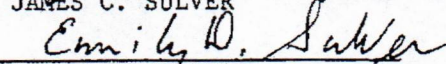
LESS AND EXCEPT:

- (1) Parcel conveyed to Lawrence C. Rumsey, et ux, Deed Book 1513, Page 589, Land Deed Records of Jackson County, Mississippi.
- (2) Parcel conveyed to Kimberly A. Davis, Deed Book 1513, Page 591, Land Deed Records of Jackson County, Mississippi.
- (3) Parcel conveyed to Reggie Bates, et ux, Deed recorded in Book 1513, Page 593, Land Deed Records of Jackson County, Mississippi.

This conveyance is made subject to all reservations, restriction and covenants of record pertaining to subject property.

WITNESS OUR SIGNATURES, this the 25 day of October, 2013.


JAMES C. SULVER


EMILY D. SULVER

STATE OF GEORGIA

COUNTY OF SPALDING

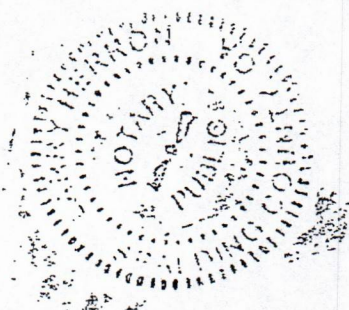
PERSONALLY appeared before me, the undersigned authority in and for the aforesaid County and State, on this the 25 day of October, 2013, within my jurisdiction, the within named JAMES C. SULVER and EMILY D. SULVER, who acknowledged that they executed and delivered the above and foregoing instrument.

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES

FEBRUARY 8, 2016


NOTARY PUBLIC



**This notice is being mailed to you as the owner of property near the project described below.
Copies are sent via standard mail at the cost of the applicant.**

City of Ocean Springs
Planning Department
P. O. Box 1800
Ocean Springs, MS 39566-1800
228-875-4415

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the City of Ocean Springs Planning Commission will hold a public meeting in the regular meeting place of the Board of Aldermen located in City Hall at:

1018 Porter Avenue
Ocean Springs, MS, 39564 on

Tuesday, June 9, 2026 @ 6:00 p.m.

Regarding the following:

**3711 Government St – PIDN: 60127090.000 – Russell & Kim Dossett – Requesting approval
of a Lot Split**

Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to acrose@oceansprings-ms.gov or rwilliams@oceansprings-ms.gov

All parties of interest shall have an opportunity to be heard.