



Planning Commission
Planning Commission Meeting

Tuesday, May 14, 2024 @ 6:00 PM

AMENDED AGENDA

1. **Call Meeting to Order**
2. **Approval of Minutes**
 - a. April 9th, 2024
3. **Old Business:**
 - a. **PUBLIC HEARING:** Please note this was sent back to Planning Commission for further review by the Board of Alderman at May 7th, 2024 meeting. 114 Ethel Circle/PID 61275004.000, 61460003.100 - Russell Rayburn - Request to Rezone from RM-2 (Multi-Family Residential District) to CMX-1 (Neighborhood Commercial Mixed-Use District)
4. **New Business - Applicants and Public will be allotted 5 minutes each to discuss each item:**
 - a. **PUBLIC HEARING:** Groveland Road/ PID # 60127330.100 - 24 Hour Storage, LLC, 182215th Street Suite A, Gulfport, MS 39501 is requesting approval of preliminary plat for a 30-lot subdivision called Harper Grove located on Groveland Road and east of Ocean Springs Road.
5. **General Public Comment**
6. **Commissioner's Forum**
7. **Adjourn**

The Minutes of the City of Ocean Springs

Planning Commission

April 9, 2024

1 Call Meeting to Order

A meeting of the City of Ocean Springs Planning Commission (PC) was called to order by Chairman Andy Phelan at 6:00 p.m. on Tuesday, April 9, 2024. Members present were Matthew Hinton, Michael Davis, Marshall Johnson, Kevin O'Connell, and Joseph McCormick. Joey Conwill was absent. Also present were City Planner, Wade Morgan, Planning & Community Development Director, Carter Thompson, Planning & Grants Coordinator, Camille Anderson, and City Attorney Will Norman. Wade Morgan introduced Carter Thompson, the new Community Development Director to the Commission.

2 Approval of Minutes

- a. March 12, 2024 - A motion was made by K. O'Connell and seconded by M. Johnson to accept the minutes as submitted. The motion passed unanimously.

3. New Business

- a. PUBLIC HEARING: 114 Ethel Circle/PID 61275004.000, 61460003.100 - Russell Rayburn - Request to Rezone from RM-2 (Multi-Family Residential District) to CMX-1 (Neighborhood Commercial Mixed-Use District)

Wade Morgan presented the staff's report on the application. Andy Phelan asked the Planning Commission if they had any questions. Andy Phelan asked the applicant's representative to speak. Hollis Williams stated he was the owner's surveyor and explained his reasons for the requested rezoning. The property owner, Russell Rayborn, described his plans for the apartment complex and noted the new developments that have taken place along Porter Ave. A. Phelan asked the Planning Commission if they had any questions for the applicant. A. Phelan asked if anyone else present wanted to speak. There were no other speakers.

A motion was made by M. Davis and seconded by M. Hinton to come out of the public hearing. The PC members then discussed the merits of the request including the changes in Porter Ave., and the characteristics of the CMX-1 district.

A motion was made by K. O'Connell and seconded by M. Davis to recommend approval of the rezoning to the CMX-1 district, provided that the parking spaces are striped and ADA parking is provided. The motion passed unanimously.

4. General Public Comment

There were no public comments.

5. Commissioner's Forum

Kevin Oconnell asked if the UDC amendment dealing with public marina uses had been re-scheduled. W. Morgan stated that there was not a schedule at present and that the amendment would be re-advertised prior to any Planning Commission consideration.

6. Adjourn

A motion was made by Kevin Oconnell, seconded by Matthew Hinton to adjourn the meeting. The motion passed unanimously.

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

**PLANNING COMMISSION REPORT
— PUBLIC HEARING —**

PUBLIC HEARING DATE: April 9, 2024

APPLICANT(S): Russell Rayburn

CURRENT OWNER ✓Yes No

LOCATION: The Porter Condominiums, 114 Ethel Circle / PID# 61275004.000 and 61460003.100/ 1.85 Acres

REQUESTED ACTION: Zoning change from the RM-2 (Multi-Family Residential District) to the CMX-1 (Neighborhood Commercial / Mixed Use District)

DATE OF APPLICATION: March 7, 2024

ADJACENT ZONING AND LAND USE:

Subject Property: RM-2, Multi-Family Residential District – The Porter Condominiums (formerly Jeff Davis apartments);

North: CMX-1 District – multi-tenant retail commercial building, undeveloped parcels and Infinity Springs Spa;

South: R-1, Single-Family Residential District – single-family dwellings;

East: RM-2 District – single family dwellings and beauty shop.

West: RM-2 District – Duplex and single family residential buildings.

CURRENT CONDITIONS:

- The property abuts CMX-1 zoning on approximately 250 feet on its north property line.
- All other properties abutting the proposed rezone are all zoned R-1 Single Family.
- The current RM-2 district is described in the UDC as the “highest density residential district. Allows 12 or more du/acre. Includes a variety of attached dwelling types including townhomes, row houses and apartments.



- The proposed CMX-1 rezoning request is the least intense commercial mixed-use district. It provides 2 story building height. Applies to neighborhood corridors with small scale commercial and a variety of surrounding residents uses. High traffic uses allowed include detached, attached and live work units when scale form and design requirements are met.

DESCRIPTION OF REQUEST:

- The applicant requests a change of the property's zoning district from the RM-2 (Multi-Family Residential District) to the CMX-1 (Neighborhood Commercial / Mixed-Use District). The application states that the intended use is, "mixed use, multi-family residence and short-term rentals."
- The application states as the reason for the request is "there has been a recent uptick of the need for short term rentals, therefore we are requesting the zoning of the subject property to be changed from RM-2 to CMX-1 to allow for short term rentals."

RM-2 ZONING DISTRICT PROFILE

High density residential district, allowing 12 or more dwelling units per acre. Includes a variety of attached housing types, townhomes, apartment buildings, and structures with integrated commercial use. Generally located in areas bordering higher intensity mixed uses.

Lot Dimensions	Min.	Max.
Lot Size	N/A	N/A
Lot Width	15 ft	N/A
Front Setback	5 ft ^{1,2}	10 ft
Side Setback	5 ft (10 ft street side) ³	N/A
Rear Setback	5 ft	N/A
Building Height	N/A	4 stories

¹ At least 80% of building façade shall be located at the front setback line.

² For buildings located on corner lots, at least the first 30' of the building façade as measured from the front building corner, shall be located at the setback line.

³ Townhomes are permitted to adjoin at the lot line if adequate room is preserved for circulation to all units.

Parking Requirements:
Minimum of 1 off-street parking space per dwelling unit. 2 spaces per 1,000 sf minimum.

Permitted Uses:
Single-family dwellings, townhomes,

CMX-1 ZONING DISTRICT PROFILE

Least intense commercial mixed-use district. Maximum 2-story building height. Applies to neighborhood corridors with small scale commercial and a variety of surrounding residential uses. High traffic uses are not appropriate. Residential uses allowed include detached, attached, and live/work units when scale, form, and design requirements are met.

Lot Dimensions	Min.	Max.
Lot Size	N/A	N/A
Lot Width	25 ft	N/A
Front Setback	5 ft ^{1,2}	10 ft
Side Setback	5 ft / 10 ft ³	N/A
Rear Setback	10 ft	N/A
Building Height	N/A	2 stories

¹ At least 80% of building façade shall be located at the front setback line.

² For buildings located on corner lots, at least the first 30' of the building façade as measured from the front building corner, shall be located at the setback line.

³ For townhomes, setbacks are applicable to outer sides of the end units.

Parking Requirements:
Minimum of 1 off-street parking space per dwelling unit. 2 spaces per 1,000 sf minimum.

Permitted Uses:
Single-family dwellings, duplexes, townhomes, apartments, professional services, personal services, neighborhood commercial

FINDINGS:

- The Porter Avenue Condominiums consists of 44 dwelling units in 10 two-story buildings and is permitted to use within the RM-2 zoning.
- Porter Avenue Condominiums is located in the Short-Term Rental Density Zone which has a cap on residential short-term rentals of 55. There is no cap for the commercial short-term rentals.
- Rezoning the property to CMX-1 would change the zoning to commercial and would allow the owner to add 44 units to the commercial current short-term rentals.
- The CMX-1 district is described in the UDC as the "least-intense commercial mixed-use district.

- Applies to neighborhood corridor areas with smaller scale commercial uses and a variety of surrounding residential uses.

COMPREHENSIVE PLAN:

The Commercial Center Low Intensity Tier future land use designation is intended to accommodate smaller mixed use activity centers that are generally connected and integrated into the surrounding neighborhoods. These centers have a community or neighborhood emphasis and include a range of retail and service uses.

REZONE CRITERIA:

The UDC Section 2.15.5 provides the following criteria. In its review of an application, the Hearing Bodies shall consider the following criteria as applicable to the UDC text or Zoning Map amendment. No single factor is controlling; instead, each must be weighed in relation to the other standards.

- A. Consistency. Rezoning shall be consistent with the adopted Comprehensive Plan;

Staff Response: The future land use designation is Commercial Center Low Intensity Tier. The future land use designation is intended to accommodate smaller mixed use activity centers that are generally connected and integrated into the surrounding neighborhoods. These centers have a community or neighborhood emphasis and include a range of retail and service uses.

- B. Mississippi law requirements. There must have been either an error in the initial zoning or a change in the character of the neighborhood to such an extent as to justify reclassification of the property and some demonstrated compelling need before existing zoning may be changed;

- **Staff Response: There has been no evidence produced that demonstrates the zoning was in error. According to the City's records, the last rezoning in the Porter Ave. neighborhood was in 2004. That rezoning changed the zoning of 503 Porter Ave. (north side of Porter, between First Ave. and Azalea Dr.) from C-1 commercial district to the R-2 single family dwelling district. The staff report on the zoning change concluded that properties not abutting Porter have remained residential and the area has seen no change in use.**

- C. Adverse Impacts on Neighboring Lands. The Hearing Body shall consider the nature and degree of an adverse impact upon neighboring lands. Lots shall not be rezoned in a way that is substantially inconsistent with the uses of the surrounding area, whether more or less restrictive. Further, the City finds and determines that vast acreages of single-use zoning produces uniformity with adverse consequences, such as traffic congestion and air pollution. Accordingly, rezonings may promote mixed uses subject to a high degree of design control;

Staff Response: No response.

- D. Suitability as Presently Zoned. The Hearing Body shall consider the suitability or unsuitability of the tract for its use as presently zoned. This factor, like the others, must often be weighed in relation to the other standards, and instances can exist in which the use for which land is zoned may be rezoned upon proof of a real public need, substantially changed conditions in the neighborhood, or to effectuate important goals, objectives, policies, and strategies of the Comprehensive Plan, specification, or UDC;

Staff Response: The property is suitable under its current zoning of RM-2. Condominiums are permitted use by right under the RM-2 zoning.

- E. Health, Safety, and Welfare. The amendatory ordinance must bear a substantial relationship to the public health, safety or general welfare, or protect and preserve historical and cultural places and areas. The rezoning ordinance may be justified, however, if a substantial public need or purpose exists, and this is so even if the private owner of the tract will also benefit;

Staff Response: The property is suitable under its current zoning of RM-2. Condominiums are permitted use by right under the RM-2 zoning. Rezoning to CMX-1 does provide any public health, safety or general welfare, or protect and preserve historical and cultural places and areas.

- F. Public Policy. Certain public policies in favor of the rezoning may be considered. Examples include a need for affordable housing, economic Development, mixed-use Development, or sustainable environmental features, which are consistent with neighborhood, area, or specific plans;

Staff Response: The proposed rezoning does not favor any public policy.

- G. Size of Tract. The Hearing Body shall consider the size, shape, and characteristics of the tract in relation to the affected neighboring lands. Amendatory ordinances shall not rezone a single lot when there have been no intervening changes or other saving characteristics. Proof that a small tract is unsuitable for use as zoned, or that there have been substantial changes in the immediate area, may justify an amendatory ordinance;

Staff Response: There is no evidence that the tract is unsuitable for use as zoned.

- H. Other Factors. The Hearing Body must consider any other factors relevant to a rezoning application under state law; and

Staff Response: No response.

- I. The council shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed change on the public at large.

Staff Response: There is substantial event that the individual will substantially benefit financially from the rezoning.

STAFF CONCLUSIONS AND RECOMMENDATION:

- The applicant has provided no evidence that the proposed rezone meets the rezone criteria Section 2.15.5 of the Unified Development Code for the City of Ocean Springs.
- The initiation of this application is to circumvent the short-term rental cap in the Short-Term Rental Density Zone for residential short-term rentals of 55.
- There is no cap for the commercial short-term rentals. This rezoning would add 44 units to the commercial short-term rentals.
- Based on the evidence presented Staff recommends denial of the rezoning request for lack of evidence that the request meets the rezoning criteria.

POTENTIAL MOTIONS:

- To recommend **approval** of the rezoning of 114 Ethel Circle from the RM-2, Multi-Family Residential District to the CMX-1 Neighborhood Commercial Mixed-Use District due to _____ with the following stipulation: The parking area is not striped to identify the individual parking spaces and there are no designated ADA accessible parking spaces. A parking plan that designates the appropriate number and dimensions of both regular and ADA parking spaces is needed.

– OR –

- To recommend **denial** of the rezoning of 114 Ethel Circle from the RM-2, Multi-Family Residential District to the CMX-1 Neighborhood Commercial Mixed-Use District due to _____.

DRAFT REZONING ORDINANCE

**ORDINANCE NO. 2024-xx
AN AMENDMENT TO ORDINANCE NO. 13-1976
REZONING PROPERTY HEREIN DESCRIBED FROM RM-2 MULTI-FAMILY
RESIDENTIAL DISTRICT TO THE CMX-1 NEIGHBORHOOD COMMERCIAL
MIXED-USE DISTRICT**

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean springs, Mississippi, did on or about the 7th day of December, 2021, readopt an ordinance known as the Unified Development Code of Ocean Springs, Mississippi, and

WHEREAS, said ordinance provided therein for the adoption of an official zoning map; and

WHEREAS, said official zoning map as a part of the Unified Development Code of Ocean Springs, Mississippi, was adopted on the date aforesaid, zoning or rezoning the entire City of Ocean Springs, Mississippi; and

WHEREAS, said ordinance can be amended from time to time as necessary because of annexation, changing conditions, growth and other reasons; and

WHEREAS, application was made to the Ocean Springs Planning Commission that a certain parcel of property presently zoned RM-2, Multi-Family Residential District be changed to CMX-1, Neighborhood Commercial Mixed-Use District, said property being described as:

Parcel ID: 61275004.000 and 61460003.100; and

WHEREAS, the Ocean Springs Planning Department, upon said application, did publish notice as required by law; and

WHEREAS, thereafter on April 9, 2024, a public hearing was held by the Ocean Springs Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, did, on _____, approve said rezoning noting its accord with the comprehensive plan and such changes in character of the surrounding area and the public need for the change in zoning.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, as follows, to-wit:

SECTION 1. That the following described property be rezoned from the classification of RM-2 to a classification of CMX-1:

Parcel ID: 61275004.000 and 61460003.100.

SECTION 3. That the official zoning map of the Unified Development Code of Ocean

Springs, Mississippi, be amended to reflect this change.

SECTION 4. That any and all sections of the Unified Development Code and the official zoning map in conflict herewith are hereby repealed.

SECTION 5. That upon adoption, the City Clerk shall cause this Ordinance, being an Amendment to the Unified Development Code, in its final form, to be published in the manner prescribed by law and to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi, and cause the official zoning map to reflect this change.

The above Ordinance, being an Amendment to the Unified Development Code, having been first reduced to writing, the vote was as follows:

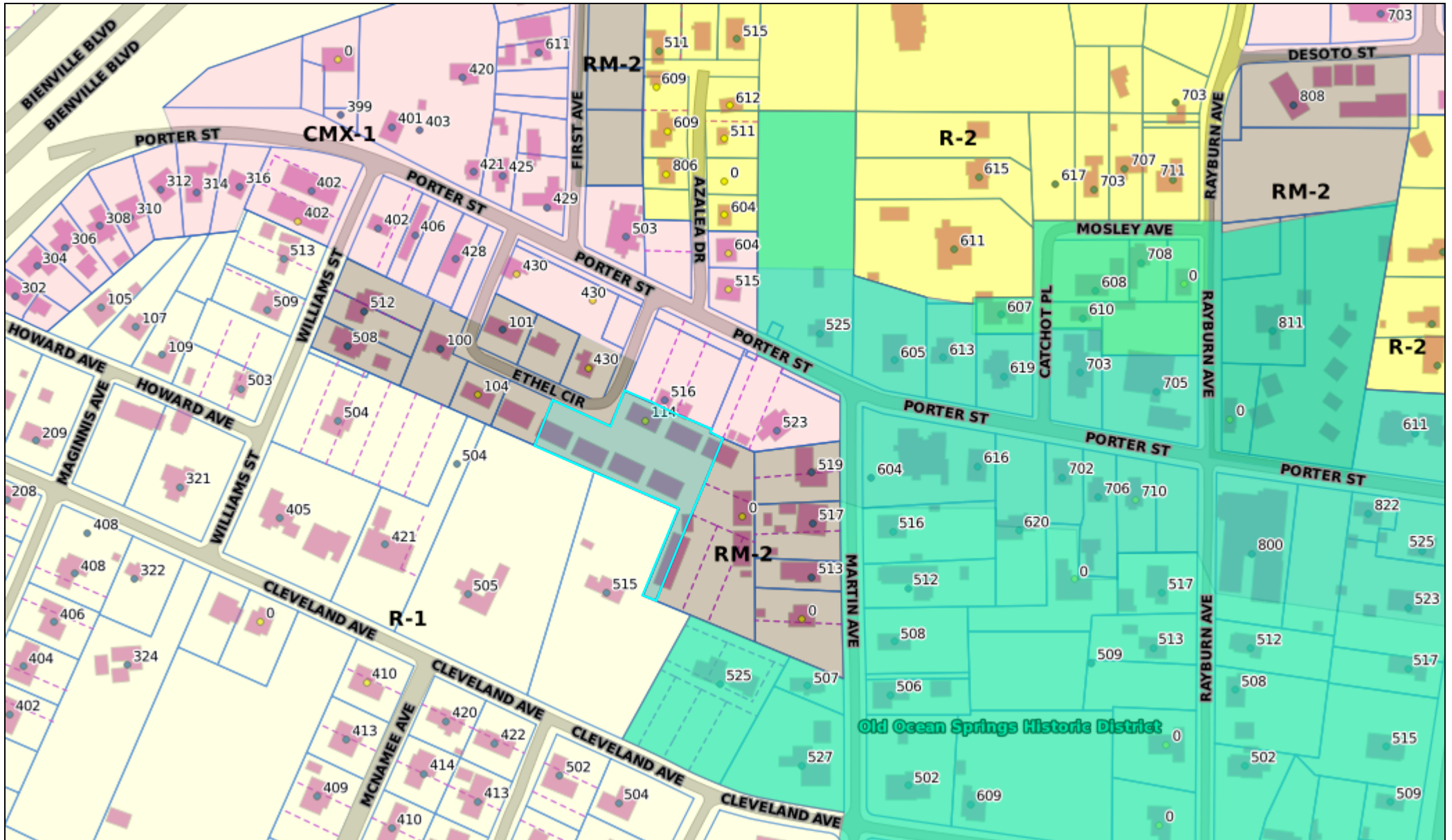
Alderman Burgess	_____
Alderman Authement	_____
Alderman Wade	_____
Alderman Papania	_____
Alderman Blackman	_____
Alderman Impey	_____
Alderman Cox	_____

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean Springs, Mississippi, on this the _____ day of _____ **2024.**

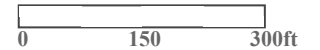
Mayor

City Clerk

Geoportal Map



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The City of Ocean Springs makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The City retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in the City of Ocean Springs for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the City's Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.





Permit #: 4954

Address: 114 ETHEL CIR

City:

State:

Zip:

Owner: JEFF DAVIS APARTMENTS LLC

Owner Address: 114 ETHEL CIRCLE #5

Owner City: OCEAN SPRINGS MS

Owner State:

Owner Zip: 39564

Owner Phone:

Owner Email:

Applicant: Russell Rayborn

Applicant Address: 936 Hall St

Applicant City, State, Zip: Wiggins, MS 39577

Receipt #: 4609

Date: 03/11/2024

Paid By: The Porter, LLC

Description:

Payment Type: Check

Payment Type Description: 1068

Accepted By: Camille Anderson

Fees Paid

Fee Name	Description	Factor	Total Fee Amount	Amount Paid
Administrative Fee		0.00	1.00	1.00
Rezoning		0.00	250.00	250.00
			Total:	\$251.00



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

CHANGE IN ZONING / 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)

* Does not include mail fee, to be determined by City.

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.

AND MUST BE PAID FOR BY THE APPLICANT BEFORE MAILING.

Application Date: March 07, 2024

(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): 114 Ethel Circle

Parcel ID(s): 61275004.000 and 61460003.100

- | | |
|--|---------------------------------------|
| 1. Applicant: <u>Russell Rayborn</u> | Phone: <u>601.303.1504</u> |
| Address: <u>936 Hall St., Wiggins MS 39577</u> | Email: _____ |
| 2. Owner of Record: <u>The Porter LLC</u> | Phone: <u>601.303.1504</u> |
| Address: <u>936 Hall St., Wiggins MS 39577</u> | Email: <u>russrayborn35@yahoo.com</u> |

COMPLETE THE FOLLOWING:

- Current Zoning classification of property: RM-2
New Zoning District Requested (if applicable): CMX-1
- Explain the present use of the property and condition of any existing structures:
multi-family residence
- Describe the intended use of property:
mixed use, multi-family residence and short term rentals

4. Reason for request: *Must include 1) A description of the change/changes in the neighborhood that justify the change (when/where) OR the mistake made in the zoning map if applicable; AND 2) The public need for the new zoning district type.*

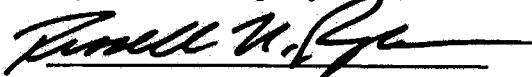
There has been a recent uptick of the need for short term rentals, therefore we are requesting the zoning of the subject property to be changed from RM-2 to CMX-1 to allow for short term rentals.

ATTACHMENTS REQUIRED:

- | | |
|-------------------------------------|---|
| ☒ | 1. Application Fee. Amount \$ 251.00 |
| ☐ | 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. |
| ☒ | 5. Copy of protective covenants or deed restrictions, if any. |
| ☐ N/A | 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. |

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

Signature of Property Owner



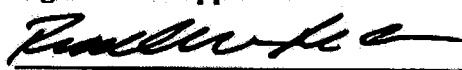
Russell N. Rayburn

Print name

2/26/24

Date

Signature of Applicant

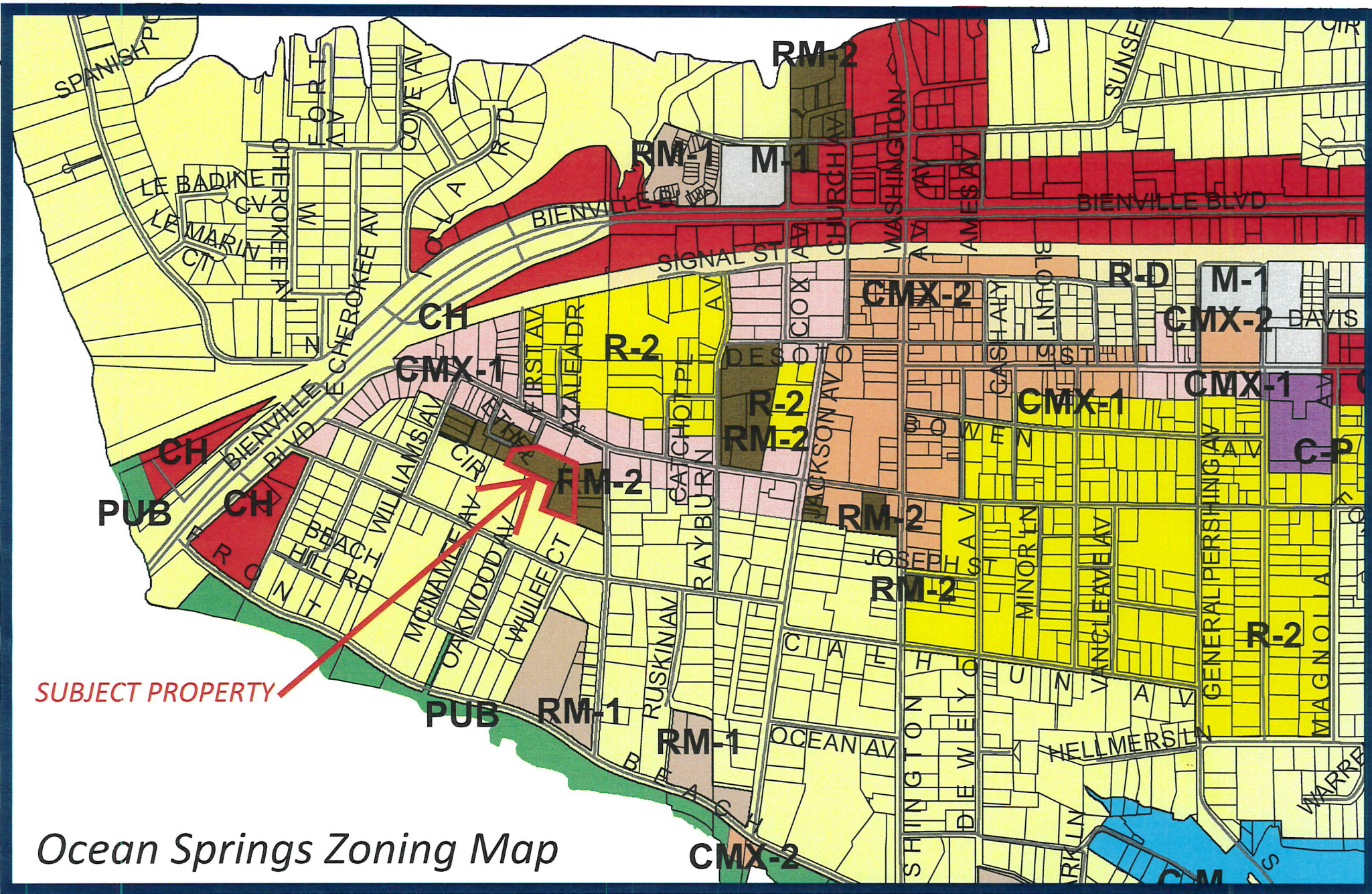


Russell N. Rayburn

Print name

2/26/24

Date



Ocean Springs Zoning Map

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
PORTER AVENUE CONDOMINIUMS**

THIS DECLARATION made by THE PORTER, LLC, a Mississippi limited liability company ("Developer"), whose address is 114 Ethel Circle, Ocean Springs, Mississippi 39564, Mississippi for itself, its successors and assigns.

The Declaration of Covenants, Conditions and Restrictions of The Porter Avenue Condominiums states the following, to wit:

1. Submission to Condominium Ownership. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by the Mississippi Condominium Law, Section 89-9-1, et seq. Mississippi Code 1972, as amended, and to provide for restrictions relating to the Project, which restrictions shall be enforceable equitable servitudes, and shall inure to and bind all owners of Units in the Project, and may be enforced by any owner of a Unit in the Project.

(a) The name by which this condominium is to be identified is The Porter Avenue Condominiums, and its address is 114 Ethel Circle, Ocean Springs, Mississippi 39564.

(b) The Project which is hereby submitted to the condominium form of ownership of real property is the land described in a certain Plan of Condominium originally on file and of record in Plan Book ____ at Page ____ in the office of the Chancery Clerk of Jackson County, Mississippi.

2. Definitions. The terms used herein and in the By-Laws (attached as Exhibit "B") shall have the meanings stated as follows:

- (a) "Articles" shall mean the Articles of Incorporation of the Management Body.
- (b) "Board" shall mean the Board of Directors of the Management Body.
- (c) "By-Laws" shall mean the By-Laws of the Management Body, as they may be from time to time amended.
- (d) "Common Areas" shall mean the entire Project, excepting all Units therein granted or

reserved.

(e) "Common Expenses" include (1) expenses of administration, expenses of maintenance, operation, repair, replacement, utility, gardening, or other services benefiting the Common Areas; (2) expenses for premiums for insurance as required in this Declaration; (3) expenses incurred for the purchase by the Management Body of materials, supplies and the like and for maintenance and repair of the Common Areas; (4) expenses incurred for the employment of personnel necessary for the operation of the Management Body and the Project, and for legal and accounting services; (5) for payment by the Management Body of taxes and special assessments which would be a lien upon the entire Project or Common Areas, and for discharge by the Management Body of any lien or encumbrance levied against the entire Project or Common Areas; (6) expenses incurred by the Management Body for reconstruction or repair of any portion or portions of the Project damaged or destroyed; and (7) for other expenses declared common expenses by the provisions of this Declaration or by the By-Laws.

(f) "Condominium Law" shall mean the Mississippi Condominium Law, Section 89-1-1, et seq. Mississippi Code 1972, as amended.

(g) "Declaration" shall mean this instrument by which this Project is established, as this Declaration may from time to time be amended.

(h) "Developer" shall mean The Porter, LLC, a Mississippi limited liability company and its successors in interest.

(i) "Management Body" shall mean The Porter Avenue Condominium Owners Association, Inc. and its successors.

(j) "Project" shall mean the entire parcel of real property divided or to be divided into condominiums including all structures thereon.

(k) "Short Term Rental" shall mean any residence (including condominium Units) rented out by the day, week, month or any other time duration for a term of six (6) months or less in a calendar year.

(l) "Turnover Date" shall mean the date on which the Developer no longer owns at least one (1) Unit and does not maintain an active sales program.

(m) "Unit" shall mean the elements of a condominium which are not owned in common with the owners of other condominiums in the Project.

(n) "Unit Owner" shall mean the owner or owners of a Unit in the Project.

(o) "Utility Services" as used in this Declaration and the By-Laws shall include but not be limited to electric power, natural gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. Development Plan. The Project is being developed in accordance with the Plan of Condominium of The Porter Avenue Condominiums which originally appears of record in Plat Book ____ at Page ____ in the office of the Chancery Clerk of Jackson County, Mississippi. The Project shall be constructed by the Developer substantially in accordance with the plans and specifications therefore prepared by Brown & Mitchell, Engineers. The Project will contain forty-eight Units and will also include gardens and landscaping, a swimming pool, automobile parking areas and other facilities located substantially as shown on the Plan of Condominium. The Developer reserves the right to change the interior design of the Units and the boundaries between Units so long as the Developer owns the Units so altered. Any such change shall be reflected by an amendment to the Plan of Condominium which may be executed by the Developer alone notwithstanding any other provision of this Declaration. No such change shall increase the number of Units, but may decrease the number of Units, nor alter the boundaries of the Common Areas without an amendment to the Plan and this Declaration in the manner prescribed herein. Use of parking areas will be permitted according to regulations of the Management Body. The Developer is not required to develop all of the Units, nor to develop such Units in any particular sequence.

4. Unit Boundaries. Boundaries of each Unit are the interior surfaces of the concrete perimeter walls, floors, ceilings, windows and doors thereof, and the Unit includes both the portions of the building so described and the air space so encompassed, The following are not part of a Unit unless within the boundaries of a Unit within the definition in the preceding sentence: concrete and other bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central air conditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located (excepting only electrical outlets within a Unit).

5. Maintenance and Alteration of Common Areas.

(a) The Management Body shall maintain, repair and replace:

(1) All portions of the Project, unless such portions are within the boundaries of a Unit, contributing to the support of the Unit, which portions shall include

concrete and other bearing walls, columns, floors, roofs, foundations, elevator equipment and shafts, central heating, central refrigeration and central airconditioning equipment, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located (excepting only electrical outlets within a Unit. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Management Body.

(b) The Management Body shall be responsible for the operation and maintenance of the Common Areas and shall pay for the cost and expense thereof.

(c) After the completion of the Project, there shall be no alteration of, removal of, addition to or further improvement of any building which is to be maintained by the Management Body or of the Common Areas without the prior written approval by not less than Seventy-Five (75%) percent of the Unit Owners, except as provided by the By-Laws, but no such alteration or improvement shall unreasonably interfere with any of the rights of any Unit Owner, including each Unit Owner's easement for ingress, egress and support through the Common Areas. The cost of any such alterations or further improvements shall not be assessed against a bank, life insurance company, federal savings and loan association or other lending institution which acquires its title as a result of owning a deed of trust upon a Unit, unless such lending institution shall approve the alteration or improvement, regardless of whether the title is acquired by deed in lieu of foreclosure or through judicial or non-judicial foreclosure proceedings. The share of any cost not so assessed shall be assessed to other Unit Owners in equal shares. There shall be no change in the shares and rights of a Unit Owner in the Common Areas which are altered or further improved whether or not the Unit Owner contributes to the cost thereof.

6. Assessments.

(a) Developer Exemption. Notwithstanding any provisions of this Declaration, the Developer owned Units shall be exempt from Annual Assessments and Special Assessments until the first to occur of: (a) transfer of title to said Unit to a third-party purchaser; (b) rental of the Unit to a third-party lessee; or (c) the Turnover Date.

(b) Creation of Lien and Personal Obligation of Unit Owners. Each Unit Owner, by acceptance of a conveyance thereof, whether it shall be so expressed in such conveyance,

covenants and agrees to pay to the Management Body annual assessments, special assessments for capital improvements and special assessments for emergency needs, such assessments to be established, made and collected as hereinafter provided.

The annual assessments, special and emergency assessments, together with interest at the rate of Ten (10%) percent per annum, from the time the same becomes payable, until paid, late charges, costs and reasonable attorney's fees, shall be a debt of each Unit Owner at the time the assessment is made.

No Unit Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Area or any part thereof, or his or her Unit, or any other part of the Project.

(c) Purpose of Assessments. Assessments levied shall be used exclusively for the purpose of the payment of the Common Expenses and for the performance of the duties of the Management Body as set forth in this Declaration.

(d) Annual Assessments. The Board shall fix and determine from time to time, the sum or sums necessary and adequate for the operation, maintenance and management of the Common Area and for the payment of the Common Expenses, which shall be prorated equally among all of the Units in the Project. The annual assessment may not be increased by the Board each year by an amount more than Ten (10%) percent above the annual assessment for the previous year without a vote of the members of the Management Body as set forth hereafter.

(e) Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Subparagraph (d) hereof, the Board of Directors may levy, during any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of any building, structure or capital improvements comprising a part of the Project or upon the Common Area, including any necessary fixtures and personal property related thereto; provided, however, that any such assessment in excess of Five Hundred and No/100 (\$500.00) Dollars per Unit per year shall be approved by a vote of members of the Management Body as set forth hereafter. Said special assessment shall be paid at the same time as payment is made of the annual assessment.

(f) Special Assessments for Emergency Needs. If the assessment levied in any month

is or will become inadequate to meet all Common Expenses hereunder for any reason, including non-payment of any Unit Owner's assessment on a current basis, the Board of Directors shall immediately determine the approximate amount of such inadequacy for such month and issue a supplemental budget, setting forth the reason therefor, and levy any emergency assessment for the amount required to meet all such Common Expenses on a current basis against each Unit Owner, provided, however, that any emergency assessment in excess of Five Hundred and No/100 (\$500.00) Dollars per Unit per year may be made only upon vote of the members as provided hereafter. Said emergency assessment shall be paid by the Unit Owners within Thirty (30) days after notice thereof.

(g) Notice and Quorum for Authorized Action. If any action authorized under this Paragraph 7 shall require the approval of Unit Owners (with one vote being cast per Unit), approval of the Unit Owners of Fifty-One (51%) percent of the Units shall be required for the approval thereof. The approval of the members of the Management Body shall be obtained at a meeting called for that purpose at which a quorum need not be present, written notice of which shall be sent to all Unit Owners not less than Ten (10) days nor more than Thirty (30) days in advance of the meeting.

If the proposed action is passed by a majority of the votes cast at such meeting, but the Unit Owners voting in favor thereof at such meeting own less than Fifty-One (51%) percent of the Units, Unit Owners who were not present in person or by proxy may give their consent in writing within Twenty (20) days after the aforesaid meeting so that the approval of the owners of Fifty-One (51%) percent of the Units may be obtained.

(h) Due Dates of Annual Assessments and Special Assessments for Capital Improvements. The Board shall fix the amount of the annual assessment and any special assessment for capital improvements at least Thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and any special assessment for capital improvements shall be sent to each Unit Owner subject thereto.

Each Unit Owner at the time of the purchase of his ownership interest shall select (on forms provided by the Management Body) the method of payment by which his annual and special assessments for capital improvements shall be paid, which may be either on a quarterly, semi-annual or annual basis, calculated by reference to each anniversary date of such Unit Owner's

purchase. The option so selected may thereafter be changed only in accordance with the rules of the Management Body as may then be in force.

The Management Body shall, upon demand, and for a reasonable charge, furnish a certificate to persons requesting the same signed by an officer of the Management Body, setting forth all assessments on a specified Unit and whether said assessments have been paid. Such certificate shall be conclusive evidence of all assessments on the specified Unit and of the payment of any assessment therein stated to have been paid.

(i) Effect of Non-Payment of Assessments. Remedies of the Management Body.

(1) Each Unit Owner covenants and agrees to pay to the Management Body the assessments provided for in this Declaration, and agrees to the enforcement of all such assessments in the manner herein specified, i.e. subject to the specific requirements of the City of Ocean Springs set forth below unless such City of Ocean Springs specific requirements be found unreasonable, a violation of statute, usurious or otherwise unenforceable. Any assessments which are not paid within Thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of Ten (10%) percent per annum, and the Board of Directors of the Management Body may also impose a late payment charge, not exceeding Five and No/100 (\$5.00) Dollars or Four (4%) percent of the amount of any delinquency, whichever is greater, but no such late charge shall be made unless such delinquency is more than Fifteen (15) days past due, and such late payment charge may be collected only one time on a specific installment, and no late payment charge may be collected on a partial payment resulting from the deduction of a late payment charge from a regular scheduled payment. In the event an attorney or attorneys are employed for collection of any assessments whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Unit Owner agrees to pay reasonable attorney's fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against such Unit Owner. In the event of a default in payment of any such assessment when due, such assessment shall be deemed delinquent. In addition to any other remedies herein or by law provided, the Management Body may enforce the obligations of Unit Owner to pay the assessments provided for herein, in any manner provided by law or in equity and without limitation of the foregoing by any or all of the following procedures:

a. Enforcement by Suit. Without waiving the liens securing the same, the Management Body may commence and maintain a suit at law against a Unit Owner or prior Unit Owner to recover a monetary judgment for unpaid assessments. Any judgment rendered in any such action shall include the amount of the delinquency, with any late charges and interest thereon at the rate stated in the Declaration from the date of the delinquency, court costs and reasonable attorney's fees.

b. Enforcement by Condominium Lien. The amount of any assessment plus any other charges thereon, such as interest, costs, late charges and attorney's fees, shall be and become a lien upon the Unit assessed when the Management Body causes to be recorded in the office of the Chancery Clerk in Jackson County, Mississippi, a notice of assessment, which shall state the amount of such assessment and such other charges thereon as may be authorized by the Declaration, a description of the Unit against which the same has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an authorized representative of the Management Body. Upon payment of said assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Management Body shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The Management Body, or its attorney, may sell the Unit, or a sufficiency thereof, to satisfy the assessment at public outcry to the highest bidder for cash. Sale of the Unit shall be advertised for three (3) consecutive weeks preceding the sale in a newspaper published in the county where the Unit is situated, or if none is so published, then in some newspaper having a general circulation therein and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the Unit Owner(s) of the Unit to be sold. The Management Body or its attorney may offer the Unit as a whole, regardless of how it is described. If the Project is situated in two or more counties, or in two judicial districts of the same county, the Management Body shall have full power to select in which county or judicial district the sale of the Unit is to be made, newspaper advertisement published and notice of sale posted and Management Body's selection shall be binding upon the Unit Owner. Should the Management Body be a corporation or an unincorporated association, then any officer thereof may conduct such sale as herein provided. The Management Body shall have the same right to purchase at foreclosure sale and to hold, lease, mortgage and convey the same as would any other

purchaser. From the proceeds of sale, the Management Body shall first pay all costs of sale, then, in the order of their priority, the assessments and any deeds of trust covering the Unit and then, any balance remaining to the Unit Owner. Any such lien may, in the alternative, be enforced and foreclosed by an appropriate action in a court of competent jurisdiction.

7. Subordination to Certain Deeds of Trust. The condominium lien for the assessments shall be prior to all other deeds of trust, liens and encumbrances made by the Unit Owner or imposed by legal process upon any Unit which are recorded subsequent to the recordation of said notice of assessment, and shall be subordinate to the lien of any deed of trust made in good faith, for value and without notice and recorded prior to the recordation of the notice of assessments in the office of the Chancery Clerk in Jackson County, Mississippi. Sale or transfer of any Unit shall not defeat the effect of the assessment lien. The sale or transfer of any Unit which is subject to a deed of trust having priority over the assessment lien, pursuant to a foreclosure of such deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

8. Use Restrictions. In addition to all other covenants contained herein, the use of the Project is subject to the following restrictions, which restrictions shall be in favor of the Unit Owners and the Management Body:

(a) Residential Use. No part of any Unit shall be used for other than private dwelling purposes and accessory uses. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Developer, or any successor of the Developer, from operating and maintaining a sales office and model Unit(s) at the Project in connection with its sales program for the Units. In furtherance thereof, the Developer shall have an easement over all of the Common Areas for ingress, egress and parking for itself, its agents, employees and prospective buyers of the Units, such rights, uses and easements to continue so long as the Developer shall own at least one Unit and maintain an active sales program.

(b) Obnoxious and Offensive Activities. No obnoxious or offensive activity shall be carried on upon any Unit or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to other Unit Owners or which shall in any way

interfere with the quiet enjoyment of each of the Unit Owner of his respective Unit.

(c) Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently.

(d) Fences and Outbuildings. No fences, ornamental screens, awnings, screen doors, sunshades, walls or hedges shall be erected or permitted upon the Project except as approved by the Board.

(e) Restrictive Agreements. No Unit Owner shall execute or file for record any instrument which imposes a restriction upon the sale, leasing or occupancy of his Unit.

(f) Right of Entry. During reasonable hours any member of the Board, or any of its authorized representatives, shall have the right to enter upon and inspect any Unit and any portion of the Project and the improvements thereon 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.

(g) Noise. No speaker, horn, whistle, bell or other similar sound facility or equipment shall be permitted which is capable of producing any sound in excess of sixty-five decibels measured at a point one hundred feet from (i) the outside of the building within the sound emanates or (ii) the speaker or other similar facility or equipment from which the sound emanates.

(h) Compliance with Laws. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and local governmental authorities applicable to the use and occupancy of any Unit.

(i) Common Areas. The Common Areas shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment of all Unit Owners.

(j) Insurance. No Unit Owner shall permit any use of his Unit which will increase the rates for insurance upon the Project.

(k) Completion of Project. Neither the Unit Owners nor the Management Body shall interfere with the completing of the Project by the Developer and the sale of Units until the Developer has completed and sold all Units. The Developer may make such use of unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Project and the display of signs.

(l) Leases. All leases, tenancies of whatsoever kind and other agreements between a Unit Owner and the lessees, tenants and other occupants of any Unit in the Project shall contain an appropriate provision requiring the lessees, tenants and other occupants of such Unit pursuant to such lease, tenancy or other agreement to comply with all the terms, covenants and conditions of this Declaration, as well as all rules and regulations promulgated by the Management Body. Such leases, tenancies and other agreements shall provide that in the event any such Lessees, tenants and other occupants of any Unit pursuant to any such lease, tenancy or other agreement fail to comply with such covenants, conditions and restrictions, the Unit Owner may terminate such lease or other agreement, and/or may re-enter the Premises demised thereby and dispossess and remove such Lessees, tenants or other occupants of such Unit, and relet the same as the agent of such Lessees, tenants or other occupants or otherwise. Each Unit Owner hereby agrees to indemnify and hold harmless the Developer, the Management Body and all other Unit Owners in the Project for all loss, damages and expense (including reasonable attorney's fees) paid or incurred as a result of any violations of the terms, covenants and conditions of this Declaration or of the rules and regulations of the Management Body by any such Lessee, tenant or other occupant of a Unit under a lease, tenancy or other agreement of whatsoever kind with the indemnifying Unit Owner, the Project, and as a result of any damage to the Common Areas arising out of or in connection with the actions of any such Lessee, tenant or other occupant of a Unit in the Project under a lease, tenancy or other agreement of whatsoever kind with the indemnifying Unit Owner.

(m) Short Term Rentals. In addition to the rights of the Unit Owners described above, and not in lieu thereof, Unit Owners are specifically permitted to engage in Short Term Rental of any Unit. Short Term Rental occupants will adhere to the rules, regulations and prohibitions of these Covenants, the PAOA and any published requirements of the Unit Owners.

(n) Porches. No part of the porch of any Unit shall be screened or enclosed without the prior written approval of the Board of Directors.

(o) Parking. One parking space is reserved for the use of the Unit Owner of each Unit immediately under his, her or their Unit, and designated as such by signs posted by the Management Body. No Unit Owner shall park in any parking space reserved for another Unit Owner and designated as such by the Management Body. The remaining parking spaces are for the non-exclusive use of all Unit Owners in the Project, their respective families, guests, invitees, contract

vendors and other classes of persons as to whom the Board may, from time to time extend the privilege of parking within the Project.

(p) The Developer, its agents, employees and prospective buyers of the Units, so long as the Developer owns one Unit in the Project, shall likewise have the right to the non-exclusive use of the remaining parking spaces in the Project. Neither the Developer, nor any Unit Owner shall permit any other persons to park within the parking areas reserved for non-exclusive use as provided hereby.

9. Management Body Insurance Requirement.

(a) The Management Body shall obtain and maintain the following policies of insurance:

(i) Fire and Casualty Insurance. The Management Body shall obtain and maintain a policy or policies of fire and casualty insurance with extended coverage, special form, without deduction for depreciation, for the full replacement value of insurable Improvements in the Common Areas and property owned by the Management Body. The Management Body may, but is not required, to purchase earthquake insurance and other types of casualty insurance, in the Board's discretion, as described in herein.

(ii) General Liability Insurance. The Management Body shall obtain and maintain a policy or policies of commercial general liability insurance, including coverage for bodily injury, emotional distress, wrongful death, and property damage. Such insurance shall insure the Management Body, the Board, the Directors, the officers of the Management Body, the Owners, and any appointed manager, managing agent or management company of the Management Body against any liability to the public or to any Owner, Resident, or Invitee arising from the activities of the Management Body and the Owners on the Common Areas and in any Unit owned by the Management Body.

(iii) Directors and Officers Liability Insurance. The Management Body shall obtain and maintain a policy or policies of insurance covering Directors and officers of the Management Body for negligent acts or omissions in that capacity.

(iv) Fidelity Insurance. The Management Body shall obtain and maintain a policy or policies of fidelity insurance coverage for any Person handling funds of the Management Body, whether or not such persons are compensated for their services, in an amount no less than the

estimated maximum of funds, including Reserve Accounts, in the custody of the person during the term of the insurance.

(v) Other Insurance. The Management Body may obtain and maintain such other insurance policy or policies as the Board, in its sole discretion, deems reasonable and/or necessary. Such other insurance coverage may include, without limitation: (1) worker's compensation insurance, to the extent necessary to comply with applicable laws; (2) flood insurance, if the Development is, or becomes, located in an area designated by an appropriate governmental agency as a special flood hazard area; (3) earthquake insurance; (4) demolition insurance, in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Development and a decision not to rebuild; (5) increased cost of construction and contingent liability insurance; and (6) insurance that meets the requirements for condominium developments established by the Federal National Mortgage Management Body, the Federal Home Loan Mortgage Corporation, and the Government National Mortgage Management Body, during such time that any of these entities is known by the Board to be a Mortgagee or Owner of a Condominium in the Development.

(vi) Insurance Policy Review. The Board shall periodically, but not less than once each fiscal year, review the Management Body's insurance policies and make adjustments to the terms and conditions of such policies as the Board considers to be in the best interests of the Management Body. That review shall include an appraisal by a qualified appraiser of the current replacement costs of all Improvements and property covered under the Management Body's fire and casualty insurance policy, unless the Board is satisfied that the current dollar limit of such policy, coupled with the balance of the then current Reserve Accounts, is equal to or greater than the current replacement costs.

(vii) Failure to Acquire Insurance. The Management Body and its Directors and officers shall have no liability to any Owner or Mortgagee if, after a good faith effort, the Management Body is unable to obtain any insurance required under this Section 9 because: (1) the insurance is no longer commercially available; (2) the insurance, if commercially available, can be obtained only at a cost that the Board, in its sole discretion, determines to be unreasonable under the circumstances; or (3) the Members fail to approve any Regular Assessment increase or Special Assessment necessary to fund the premium for the insurance. In such event, the Board shall, as

soon as is practicable, notify each Member and Mortgagee that the specific insurance will not be obtained or maintained.

(b) Specific Management Body Insurance Provisions. The policies of insurance obtained and maintained by the Management Body shall be subject to the provisions of this Section.

(i) Insurance Premiums. Premiums for insurance policies obtained and maintained by the Management Body shall be common expenses paid from Regular Assessments and, as applicable, Special Assessments. Notwithstanding the foregoing, if there is an increase in the premium for any insurance policy obtained or maintained by the Management Body due to the negligence, willful acts, or omissions of an Unit Owner, a resident of the Unit Owner, or an invitee of either, such Unit Owner shall be responsible for the increase in that premium, the cost of which shall be levied as a Special Assessment against the Unit Owner after notice and a hearing before the Board.

(ii) Notice of Change in Coverage. The Management Body shall, as soon as reasonably practicable, provide individual notice to all members if any existing policy has lapsed, been canceled, and is not immediately renewed, restored, or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the deductible, as to any of those policies. If the Management Body receives any notice of nonrenewal of an existing policy, the Management Body shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

(iii) Beneficiaries. The Management Body's insurance policies shall be kept for the benefit of the Management Body, the Owners, and the Mortgagees, as their interests may appear of record, subject, however, to any loss payment requirements set forth in this Declaration.

(iv) Trustee for Policies. The Management Body, acting through the Board, shall be the trustee of the interests of all named insureds under the insurance policies obtained and maintained by the Management Body. All insurance proceeds under any of those policies shall be paid to the Board as trustee. The Board has the authority to negotiate loss settlements with insurance carriers; the Board is authorized to make a settlement with any insurer for less than full coverage for any damage, so long as the Board acts in accordance with the standard of care for the Board and Directors established in the Bylaws and this Declaration. Except as otherwise specifically provided

in this Declaration, the Board has the exclusive right to bind the Management Body and the Unit Owners with respect to all matters affecting insurance carried by the Management Body, the settlement of a loss claim, and the surrender, cancellation, and modification of such insurance. The Board shall use proceeds received from any insurance policy carried by the Management Body for the repair, replacement, or restoration of the property for which the insurance was carried, or for such other purpose as may be permitted by this Declaration.

(v) Filing of Claims. Unless otherwise provided by law, no Unit Owner may claim damage or loss against any insurance policy carried by the Management Body if such damage or loss would have been covered by an insurance policy required to be carried by the Unit Owner pursuant to this section and the Unit Owner failed to purchase such insurance.

(vi) Deductibles. In the event of a property damage or loss claim for which proceeds are made available under an insurance policy carried by the Management Body, the responsibility for payment of any deductible applicable to such claim shall be as follows:

(1) A Unit Owner shall be responsible for the cost of any deductible if the damage or loss covered under the claim relates solely to items owned by the Unit Owner, or for which the Unit Owner is responsible, including but not limited to items within the Owner's Unit. If the claim involves damage or loss to multiple Units, each of the affected Unit Owners shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of the items owned by the Unit Owner, or for which the Unit Owner is responsible, included in the claim bears to the total claim amount.

(2) The Management Body shall be responsible for the cost of any deductible if the damage or loss covered under the claim relates solely to items owned or controlled by the Management Body, or for which the Management Body is responsible, including but not limited to improvements in the Common Areas.

(3) If the claim involves damage or loss to one (1) or more Units and the Common Areas, then the following shall occur: each of the affected Unit Owners shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of the items owned by the Unit Owner, or for which the Unit Owner is responsible, included in the claim bears to the total claim amount; and the Management Body shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of

the items owned or controlled by the Management Body, or for which the Management Body is responsible, included in the claim bears to the total claim amount.

(4) Notwithstanding the foregoing, if any Common Area damage or loss is caused by the negligence, willful acts, or omissions of a Unit Owner, a resident of a Unit Owner's, or an invitee of either, such Unit Owner shall be liable for the cost of the deductible. In such case, the cost of the deductible shall be levied against the Unit Owner as an Assessment, after notice and a hearing before the Board.

(5) The Board may deviate from the procedures set forth in this subsection if, in the Board's sole discretion, such deviation is reasonable under the circumstances and compliant with the law.

(c) Owner Insurance Requirements.

(i) Property Damage and General Liability Insurance. Each Unit Owner is responsible for insuring his or her personal property located within the Development. Each Unit Owner is also responsible for insuring all finishes, fixtures and improvements in and comprising the Unit Owner's Unit against fire and other casualty, including, but not limited to: interior walls and doors; ceiling, floor and wall surface materials; utility fixtures; cabinets; built-in appliances; heating and air-conditioning systems; and any equivalent replacements to the foregoing. Nothing in this Declaration precludes any Unit Owner from carrying public liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of the Management Body's insurance policies. If any loss intended to be covered by insurance carried by or on behalf of the Management Body occurs and the proceeds payable are reduced due to insurance carried by a Unit Owner, such Unit Owner shall assign the proceeds of his insurance to the Management Body, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.

(ii) Renter's and Landlord's Insurance. A Unit Owner whose Unit is subject to a Lease shall require as a term of the Lease that the Tenant is required, at all times during the Tenant's tenancy and occupancy of the Owner's Unit, to obtain and maintain "renter's insurance" covering the replacement value of the Tenant's personal property and belongings located in the Unit from damage and loss. Such Owner shall also be required to maintain "landlord's insurance" during the period of the Lease, under an insurance policy that covers the Owner's Unit from financial losses connected with the Unit; such policy shall cover standard perils such as fire, and, to the extent

commercially available, include coverage for accidental damage, malicious damage by tenants, and rent guarantee insurance.

(iii) Proof of Insurance. Duplicate copies of the insurance policies required under this Section shall be submitted by a Unit Owner to the Board upon request. Notwithstanding the foregoing, the Management Body shall not have the obligation to confirm that any Unit Owner or Tenant carries the insurance required under this Section and/or confirm the terms of any insurance purchased by an Owner or Tenant.

(iv) Lack of Insurance. The Management Body shall not be responsible for any damage or loss to an Owner's Unit, another Unit, or the Common Area for which the Unit Owner is responsible and the Unit Owner does not maintain sufficient insurance coverage for the cost of repair and restoration of such damage or loss.

(d) Injury or Damage Sustained Within a Unit. In the event any personal injury or property damage is sustained by any person while physically within a Unit, the Unit Owner who owns such Unit shall be liable for that injury or damage. Such Unit Owner shall be required to indemnify, defend, and hold harmless the Management Body, the Management Body's directors, officers, agents, representatives and employees, and the other Unit Owners from and against any and all claims, actions, causes of action, expenses, costs, and liabilities resulting from or in connection with the personal injury or property damage, except to the extent that the negligence or willful misconduct of any of the foregoing indemnitees caused, or contributed to, the injury or damage. In the event of joint ownership of a Unit, the liability of the Owners of the Unit for such bodily injury and property damage shall be joint and several.

10. Insurance Trustee; Shares of Proceeds. Except as otherwise provided, all insurance policies purchased by the Management Body shall be for the benefit of the Management Body and the Unit Owners and their mortgagees, as their interests may appear.

All portions of the proceeds allocable to the Management Body and to the Unit Owners covering their property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors of the Management Body and which shall be any bank or trust company in Mississippi with trust powers.

The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of

the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of insurance trustee:

(a) Common Areas. Proceeds on account of damage to the Common Area: An undivided share of the proceeds shall be prorated to the Units of each Unit Owner according to their undivided interests as a tenant in common in the Common Areas.

(b) Units. Proceeds on account of damage to improvements in Units shall be held for each Unit Owner of a damaged Unit in proportion to the cost of repairing the damage suffered by each Unit, which cost shall be determined by the Management Body.

(c) Mortgage Endorsement. If a mortgagee endorsement is issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

11. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid.

(b) Reconstruction or Repair. If the damage of which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the allocable share of the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, with remittances to Unit Owners and their mortgagee being payable jointly to them. This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Unit Owners, remittance to the Unit Owners and their mortgagees being payable jointly to them.

This covenant is for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Management Body made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

12. Management Body as Agent. The Management Body is hereby irrevocably appointed as the agent for each Unit Owner and for each owner or holder of a deed of trust or other lien upon a Unit to adjust all claims arising under insurance policies purchased by the Management Body and to execute and deliver releases upon the payment of claims.

13. Notice of Claims in Excess of Insurance Coverage. In any legal action in which the Management Body may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Management Body will give notice of the claim within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

14. Inspection of Insurance Policy. A copy of each insurance policy obtained by the Management Body shall be made available for inspection by Unit Owners at reasonable times.

15. Determination to Reconstruct or Repair.

(a) If the Common Areas are damaged, they shall be reconstructed or repaired unless it is determined under Paragraph 29 that the condominium shall be terminated.

(b) If the damaged property is a building containing Units, and if Fifty (50%) percent or more of the Units in The Porter Avenue Condominiums are found by the Board of Directors of the Management Body to be tenantable, the damaged property shall be reconstructed or repaired unless within Sixty (60) days after the casualty it is determined under Paragraph 29 that the condominium shall be terminated.

(c) If the damaged property is a building containing Units, and if more than Fifty (50%) percent of the Units in The Porter Avenue Condominiums are found by the Management Body to be not tenantable, the damaged property will not be reconstructed or repaired and the condominium shall be terminated under Paragraph 29, unless within Sixty (60) days after the casualty, the owners of at least Seventy-Five (75%) percent of the Units agree in writing to such reconstruction or repair. No beneficiary of any deed of trust shall have the right to participate

in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Project, or, if not, then according to plans and specifications approved by the Management Body, and if the damaged property is a building containing Units, by the owners of at least Seventy-Five (75%) percent of the Units in the Project, and by all Unit Owners of damaged Units, which approval shall not be unreasonably held.

16. Responsibilities and Procedures as to Payment for Reconstruction and Repairs.

(a) If damage occurs only to those parts of a Unit for which the responsibility for maintenance and repair is that of the Unit Owner, such Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Management Body.

(b) Immediately after a casualty causing damage to property for which the Management Body has the responsibility of maintenance and repair, the Management Body shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to replace the damaged property in a condition as good as before the casualty.

(c) If the insurance proceeds are not sufficient to defray the estimated cost of reconstruction and repair, and special assessment for capital improvements shall be made against the Unit Owners who own the damaged property and against all Unit Owners, in the case of damage to the Common Areas, in sufficient amounts to provide funds to pay the estimated costs in the manner prescribed by Paragraph 7(d), in no event shall the approval of Unit Owners be required in connection with a special assessment for such a purpose in excess of Five Hundred and No/100 (\$500.00) Dollars per Unit per year. Additional special assessments may be made in like manner at any time during or following the completion of construction. Such assessments against Unit Owners for damage to Units shall be in proportion to each Unit Owner's undivided interest in the Common Areas.

(d) If the amount of the estimated cost of reconstruction and repairs for which the Management Body is responsible is more than Five Thousand and No/100 (\$5,000.00) Dollars, the Management Body shall deposit the sums paid upon assessments to meet such costs with the insurance trustee. In all other cases, the Management Body shall hold the sums paid upon such assessments and disburse them in payment of the cost of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the insurance trustee shall be

disbursed as follows:

(1) The portion of the insurance proceeds representing reconstruction and repair which is the responsibility of a Unit Owner, shall be paid by the insurance trustee to the Unit Owner responsible therefor or, if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Management Body, shall be disbursed in payment of the cost of such repair and reconstruction in the manner required by the Board of Directors of the Management Body, upon receipt of certificates for payment on AIA Form G-702, approved by the Architect qualified to practice in Mississippi and employed to supervise the work, and upon receipt of such additional documents and certifications as may be reasonable required by an attorney qualified to practice law in Mississippi and employed by the Management Body to protect the Project from construction liens and materialmen's liens.

17. Easements.

(a) Common Area and Private Streets. Each Unit Owner within the Project subject to this Declaration is hereby declared to have a non-exclusive easement (to be utilized and exercised in common with all the owners of Units in the Project) for ingress, egress and support through the Common Area, and a non-exclusive easement for ingress, egress and parking, over, through and upon private streets, driveways and parking areas (except such portions of the parking area as is reserved for the exclusive use of each Unit Owner, as provided in Paragraph 8 hereof) within the Project. Such easements are appurtenant to and shall pass with the title to every Unit. Each Unit Owner shall have an exclusive easement for parking in one reserved parking space, designated as such by the Management Body and located immediately under their Unit.

Such non-exclusive easements are for the benefit of the Units, the Unit Owners, and each of them, their respective families, guests, invitees, contract vendees, and such other classes of persons as to whom the Board of Directors of the Management Body may, from time to time and subject to published rules and regulations, extend the privilege of ingress, egress and support through the Common Areas, and ingress, egress and parking over the private streets, driveways and parking areas for all of the purposes and uses hereinabove set forth.

The right of the Developer and each Unit Owner, and of each Unit Owner's families, guests,

invitees, contract vendees, and other persons to whom such privileges are extended by such Board, shall be subject to and governed by the provisions of this Declaration, the Articles and By-laws of the Management Body, and such other rules and regulations as may hereafter be adopted by the Board of Directors of the Management Body from time to time.

(b) Easements of the Management Body. There is hereby reserved to the Management Body, its agents and employees, such easements as are necessary to perform the duties and obligations of the Management Body as are set forth in this Declaration, or in the Articles or the By-laws of the Management Body or the rules of the Management Body, including, but not limited to, the right of access at all reasonable hours to any part of the Project, for the purpose of inspection relative to compliance with the Declaration.

(c) Utility Easements. The rights and duties of the Management Body within the Project with respect to sanitary sewers, water, electricity, gas, and telephone shall be governed by the following:

(i) Whenever sanitary sewer connections and/or electricity, gas, water or telephone lines installed within the Project are in need of repair, replacement or maintenance which is the responsibility of the Management Body, which connections or any portion thereof lie within or upon Units served by said connections, the Management Body having the duty to perform such repair, replacement and maintenance shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon the Unit or to have the utility companies enter upon the Unit within the Project in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(ii) Whenever sanitary sewer connections and/or water connections or electricity, gas or telephone lines serve more than one Unit, each Unit Owner served by said connection shall be entitled to full use and enjoyment of such portions of said connections as service his Unit.

(iii) Covenants Running with the Land. Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Units and Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Project which is the subject of this Declaration; but subject, nevertheless, to the provisions, restrictions and limitations set forth in the Articles of Incorporation and By-laws of the Management Body and this Declaration.

18. Management Body. The operation of The Porter Avenue shall be by The Porter Avenue Property Owner's Association, Inc., a corporation not for profit under the laws of Mississippi which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the management Body shall be the Unit Owners.

(b) The Management Body shall be incorporated under the Articles of Incorporation in the form attached as Exhibit "A".

(c) The By-laws of the Management Body shall be in the form attached as Exhibit "B".

(d) Notwithstanding the duty of the Management Body to repair and maintain parts of the Project, the Management Body shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Project that it is required to maintain and repair, nor for the injury or damage caused by the elements or Unit Owners or other persons.

(e) The share of a Unit Owner in the funds and assets of the Management Body cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

19. Acceptance of Restrictions. Each Unit Owner, by the acceptance of a deed of conveyance, and each purchaser under any contract for such a deed, accept the same subject to all restrictions, conditions, covenants, reservations, liens and potential liens, charges, and to the rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, or implied in those rights, benefits and privileges hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said Project, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed and contract.

20. Default. In the event of any default of any Unit Owner under the provisions of the Declaration, the Articles, the By-laws or the rules and regulations of the Management Body, and upon any failure of a Unit Owner to comply with any requirement or restriction set forth therein, the Management Body and its successors and assigns, and the Board and its agents, or any of them, shall have the rights and remedies which may be provided for in the Declaration, the Articles, the By-laws and said Rules and Regulations, or which may be available at law or in

equity, and may prosecute any action or other proceeding against such defaulting Unit Owner and/or persons for enforcement of any lien and for the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction of specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinabove provided or for any combination of remedies for any other relief.

All expenses of the Management Body in connection with such actions or proceedings, including court costs and reasonable attorney's fees, and all damages, liquidated or otherwise, to the extent allowed by applicable laws, together with interest thereon at the rate of Ten (10%) percent per annum from the time the same becomes due until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and be deemed part of their respective share of the Common Expenses for which the Management Body shall have a condominium lien as provided herein. Said condominium lien shall be upon the Unit and interest of the Unit Owner in the Management Body and upon all of such Unit Owner's additions and improvements to the Unit.

In the event of any such default by any Unit Owner, the Management Body and the agents of the Management Body shall be authorized to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed to such defaulting Unit Owner.

Any and all such remedies may be exercised at any time cumulatively or otherwise by the Management Body.

Should any member institute suit against the Management Body, and should the Management Body be successful or sustained in its position in such suit, then such member shall be required to reimburse the Management Body for its legal expenses incurred, including, but not limited to, reasonable attorney's fees, fees of experts, court costs and other expenses reasonably incurred by the Management Body, for its legal expenses incurred, and the amount to which the Management Body is entitled to be so reimbursed shall be an obligation of the Unit Owner and lien against his Unit as provided in and enforced by the provisions of this Declaration.

21. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

DEVELOPER:

The Porter, LLC
Russell Rayborn
936 Hall Street, Suite D
Wiggins, MS 39577

COPY TO:

William Lee Guice III
Rushing & Guice, P.L.L.C.
P.O. Box 1925
Biloxi, MS 39533

ASSOCIATION:

The Porter Avenue Condominiums
114 Ethel Circle
Ocean Springs, MS 39564

OWNERS:

At the address of the Unit or at the address of the Unit Owner on file with the Management Body or such other address as may from time to time be designated by the parties. The Developer and the Management Body may designate a different address or addresses for notices to it by giving written notice of such change of address to all members of the Management Body.

Any Unit Owner may designate a different address or addresses for notice to him or her by giving written notice of his or her change of address to the Management Body. Notice addressed as above provided shall be deemed delivered when mailed by United States mail, or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request, the holder of any recorded deed of trust encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose property is subject to such deed of trust.

22. Severability. If any provision of this Declaration, the Articles or the By-laws, or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held invalid, the validity of the remainder of the Declaration, Articles and By-laws, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

23. Violation of Law. Any violation of any state, county, or municipal law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Units or Common Areas is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

24. Notification of Sale. Concurrently with the consummation of the sale of any Unit under circumstances whereby the transferee becomes an owner thereof, or within Ten (10) days thereafter, the transferee shall notify the Management Body in writing of such sale. This provision, however, shall not apply to any sale or transfer made or consummated by the Developer.

Such notifications shall set forth (i) the name of the transferee and his transferor, (ii) the Unit number of the Unit purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale.

Prior to receipt of such notification, any and all communications required or permitted to be given by the Management Body or the Board, shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

25. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

26. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

27. Captions. The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of this Declaration or the exhibits annexed hereto.

28. Amendments. This Declaration may be amended in the following manner:

(a) The Notice of any meeting at which a proposed amendment shall be considered shall state the subject matter of the proposed amendment.

(b) Either the Board or the members of the Management Body may propose a resolution adopting the proposed amendment. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Management Body at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (i) not less than the owners of Seventy-Five (75%) percent of the entire membership of the Board of Directors and by not less than Seventy-Five (75%) percent of the Units in the Project; or (ii) by not less than the owners of Eighty (80%) percent of the Units in the

Project; or (iii) until the first election of the directors of the Management Body by the Developer.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owner so affected shall consent. No amendment shall change any Unit nor the share in the common elements appurtenant to it or increase a Unit Owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment.

A copy of each such amendment shall be effective when recorded in the office of the Chancery Clerk in Jackson County, Mississippi.

29. Termination. The Condominium may be terminated in the following manner, in addition to any other manner provided for by the Mississippi Condominium Law:

(a) If it is determined under Paragraph 15(c) that the Project shall not be reconstructed because of major damage, the condominium plan of ownership will thereby be terminated without agreement, and an action for partition may be brought by one or more Unit Owners or the Management Body for a partition by sale of the entire Project, as though all Unit Owners were tenants in common in the Project in the same proportions as their interests in the Common Areas.

(b) The condominium may be terminated at any time by the written approval of all of the Unit Owners, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Management Body, a notice of such meeting shall give notice of the proposed termination, and if the approval of the owners of not less than Seventy-Five (75%) of the Units, and of the record owners of liens upon the same Seventy-Five (75%) of the Units, are obtained not later than Thirty (30) days from the date of such meeting, then the approving owners shall have the option to buy all of the Units of the other owners during the period ending on the Sixtieth (60th) day from the date of such meeting.

(c) The option described in Subparagraph (b) of this Paragraph 29 shall be exercised by delivery or mailing by registered mail to each of the record Unit Owners of the Units to be purchased of an offer to purchase signed by the record owners of Units who will participate in the purchase. Such offer shall indicate which Units will be purchased by each participating Unit Owner and shall offer to purchase all of the Units owned by owners not approving the termination, but the offer shall affect a separate contract between each seller

and his purchaser.

(d) The sale price for each Unit shall be the fair market value of such Unit, as determined by taking the mean of three appraisals of the Unit. The Management Body shall furnish each purchaser and seller with the list of Five (5) or more independent, qualified, MAI appraisers ("Appraiser List") from which purchaser, seller, and the Management Body may select one appraiser to conduct the appraisal. If the purchaser or seller fails to designate and retain an appraiser from the Appraiser List within Three (3) business days thereafter, then the Management Body shall select and retain an appraiser from the Appraiser List in their place and stead. The selected appraisers shall conduct the appraisal in the following manner:

(i) The selected appraisers shall be instructed to conduct an appraisal of the fair market value of the Unit, and to deliver a written copy of the appraisal to the Management Body, the seller and the purchaser not later than Thirty (30) days after their selection. The Management Body, purchaser and seller may submit information to each appraiser which they may deem relevant to the appraisal and shall deliver copies of any such information submitted to each other. All such information shall be delivered to such appraisers no later than Ten (10) days after the last appraiser is retained. Each party may provide comments to the appraiser on the information delivered by the other party but such comments shall be delivered to each appraiser (and to the other parties) no later than Five (5) days after the aforesaid Ten (10) day period. Each appraiser shall consider any such information which he deems relevant and reliable. Each appraiser shall perform the appraisal pursuant to MAI standards and procedures, using all reasonable information at his disposal to render his best judgment of the fair market value (in a stated dollar amount and not in an indefinite range) of the Unit, all within the specified time for the completing of his work.

(ii) The mean of the three appraisals shall then be calculated, and the purchase price as so determined shall be final upon seller and purchaser.

(iii) Seller and purchaser shall each bear one-half (1/2) the cost of the appraisals. The purchase price shall be paid in cash, and the sale shall be closed within Ten (10) days following the determination of the sale price.

(e) If all of the Units of the disapproving Unit Owners shall not be purchased on or before the Sixtieth (60th) day from the date of such meeting, then an action may be brought for the

partition by sale of the Project, as though the owners of all of the condominiums in such project were tenants in common in the entire project in the same proportion as their interest in the Common Areas.

(f) After termination of the condominium, the Unit Owners shall own the Project and all assets of the Management Body as tenants in common, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the undivided interests in the Common Areas appurtenant to the Units prior to the termination.

30. City of Ocean Springs Specific Requirements.

As the condominium development is located within the City of Ocean Springs, Mississippi, the Project is subject to the following provisions of the Ocean Springs Unified Development Code:

4.3.2 Homeowners' Association (HOA)

A. Improvements that are owned in common by all owners of lots or units in the subdivision or condominium are required by this chapter to be operated and maintained by an HOA established in the covenants, conditions, and restrictions (CC&Rs) adopted as a condition of development approval. The CC&Rs shall provide that, in the event that the association fails to maintain the improvements according to the standards of this chapter, the City of Ocean Springs may, following reasonable notice and demand that deficiency of operation or maintenance be corrected, enter the land area to repair, operate, or maintain the improvement. The cost of such maintenance shall be the responsibility of the HOA, which shall be required by the CC&Rs to levy an assessment to be charged to all owners.

B. The HOA shall be formed and operated under the following provisions:

1. The developer shall provide a description of the HOA, including its bylaws and methods for operating and maintaining the improvement.

2. The HOA shall be organized by the developer, and shall be operated with a financial subsidy from the developer, before the sale of any lots or units within the development or condominium.

3. Membership in the HOA is mandatory for all purchasers of homes and their successors. The conditions and timing of transferring control of the HOA from developer to homeowners shall be identified.

4. The HOA shall be responsible for maintenance of insurance and taxes on all improvements, enforceable by liens placed by the City of Ocean Springs on the HOA. The HOA shall be authorized under its bylaws to place liens on the property of residents who fall delinquent in payment of such dues or assessments. Such liens may require the imposition of penalty interest charges. Should any bill or bills for maintenance of undivided improvement by the City of Ocean Springs be unpaid by November 1 of each year, a late fee of 15% shall be added to such bills and a lien shall be filed against the premises in the same manner as other municipal claims.

5. A proposed operations budget and plan for long term capital repair and replacement of the improvement shall be submitted with the final plat. The members of the HOA shall share the costs of maintaining and developing such undivided improvement. Shares shall be defined within the HOA bylaws. The operations and budget plan shall provide for construction of any improvements relating to the improvement within three years following recordation of the plat.

6. In the event of a proposed transfer, within the methods here permitted, of undivided improvement land by the HOA, notice of such action shall be given to all property owners within the development.

7. The HOA shall have or hire staff to administer common facilities and properly and continually maintain the undivided improvement.

8. The HOA may lease improvement lands to any other qualified person, or corporation, for operation and maintenance of park and/or open space lands, but such a lease agreement shall provide that:

i. The residents of the development shall at all times have access to the reserved park and/or open space lands;

ii. The undivided improvement to be leased shall be maintained for the purposes set forth in this chapter; and

iii. The operation of improvement facilities may be for the benefit of the residents only, or may be open to the residents of the City of Ocean Springs, at the election of the developer and/or HOA, as the case may be. The lease shall be subject to the approval of the board, and any transfer or assignment of the lease shall be further subject to the approval of the board. Lease agreements so entered upon shall be recorded with the Chancery Clerk within Thirty (30) days of their execution and a copy of the recorded lease shall be filed with the City of Ocean Springs.

9. Failure to adequately maintain undivided improvements in reasonable order and condition constitutes a violation of this chapter. The City of Ocean Springs is authorized to give notice, by personal service or by U.S. mail, to the owner or occupant, as the case may be, of any violation, directly to the owner to remedy same within Thirty (30) days.

4.3.3 Condominiums

The undivided improvement and associated facilities may be controlled through the use of permanent condominium agreements, approved by the City of Ocean Springs. All undivided improvement land shall be held as a common element. A proposed operations budget and plan for long-term capital repair and replacement shall be submitted with the application.

IN WITNESS WHEREOF, the Developer has caused its corporate name to be herein subscribed by its undersigned duly authorized officer, on this 7 day of March, 2021.4

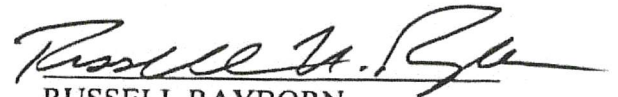
Prepared by:

William Lee Guice III
RUSHING & GUICE, P.L.L.C.
Post Office Box 1925
Biloxi, MS 39533
(228) 374-2313

STATE OF MISSISSIPPI
COUNTY OF JACKSON

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in in and for the said county and state, on this 7 day of March, 202~~7~~⁴, within my jurisdiction, the within named Russell Rayborn, who acknowledged that he is the Developer of The Porter, LLC, a Mississippi limited liability company, and that for and on behalf of said corporation and as its act and deed, he executed the above foregoing instrument after first having been duly authorized by said corporation to do so.

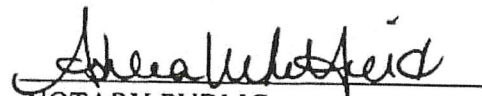

RUSSELL RAYBORN

Subscribed and sworn before me this 7 day of March, 202~~7~~⁴



My Commission Expires

April 2, 2025


NOTARY PUBLIC



This notice is being mailed to you as an adjacent property to the project described below. Copies are sent via standard mail at the cost of the applicant of this project.

City of Ocean Springs Community Development and Planning

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, April 9, 2024 @ 6:00 p.m.

Russell Rayborn - The Porter, LLC – 114 Ethel Cir. / PID# 61275004.000 and 61460003.100 - Request to rezone from RM-2 (Multi-Family Residential District) to CMX-1 (Neighborhood Commercial/Mixed Use District).

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 planningadmin@oceansprings-ms.gov.

At the aforementioned time and place, all parties of interest shall have an opportunity to be heard.

Carolyn Martin,
City of Ocean Springs
Planning / Grants Administrator

DRAFT REZONING ORDINANCE

**ORDINANCE NO. 2024-xx
AN AMENDMENT TO ORDINANCE NO. 13-1976
REZONING PROPERTY HEREIN DESCRIBED FROM RM-2 MULTI-FAMILY
RESIDENTIAL DISTRICT TO THE CMX-1 NEIGHBORHOOD COMMERCIAL
MIXED-USE DISTRICT**

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean springs, Mississippi, did on or about the 7th day of December, 2021, readopt an ordinance known as the Unified Development Code of Ocean Springs, Mississippi, and

WHEREAS, said ordinance provided therein for the adoption of an official zoning map; and

WHEREAS, said official zoning map as a part of the Unified Development Code of Ocean Springs, Mississippi, was adopted on the date aforesaid, zoning or rezoning the entire City of Ocean Springs, Mississippi; and

WHEREAS, said ordinance can be amended from time to time as necessary because of annexation, changing conditions, growth and other reasons; and

WHEREAS, application was made to the Ocean Springs Planning Commission that a certain parcel of property presently zoned RM-2, Multi-Family Residential District be changed to CMX-1, Neighborhood Commercial Mixed-Use District, said property being described as:

Parcel ID: 61275004.000 and 61460003.100; and

WHEREAS, the Ocean Springs Planning Department, upon said application, did publish notice as required by law; and

WHEREAS, thereafter on April 9, 2024, a public hearing was held by the Ocean Springs Planning Commission; and

WHEREAS, the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, did, on _____, approve said rezoning noting its accord with the comprehensive plan and such changes in character of the surrounding area and the public need for the change in zoning.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, as follows, to-wit:

SECTION 1. That the following described property be rezoned from the classification of RM-2 to a classification of CMX-1:

Parcel ID: 61275004.000 and 61460003.100.

SECTION 3. That the official zoning map of the Unified Development Code of Ocean

Springs, Mississippi, be amended to reflect this change.

SECTION 4. That any and all sections of the Unified Development Code and the official zoning map in conflict herewith are hereby repealed.

SECTION 5. That upon adoption, the City Clerk shall cause this Ordinance, being an Amendment to the Unified Development Code, in its final form, to be published in the manner prescribed by law and to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi, and cause the official zoning map to reflect this change.

The above Ordinance, being an Amendment to the Unified Development Code, having been first reduced to writing, the vote was as follows:

Alderman Burgess	_____
Alderman Authement	_____
Alderman Wade	_____
Alderman Papania	_____
Alderman Blackman	_____
Alderman Impey	_____
Alderman Cox	_____

BY ORDER OF THE MAYOR AND BOARD OF ALDERMEN of the City of Ocean Springs, Mississippi, on this the _____ day of _____ **2024.**

Mayor

City Clerk

Table 3.5: Residential Use Matrix (to be used in conjunction with APA LBCS Manual)

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
S 1110	Single Family Detached units	P	P	P	P	P	P	See Footnotes 12 and 13 – Below	P	P	C	-	-	-	-	C
S 1120	Single Family Attached units	-	-	-	-	P	P		P	P	C	C	-	-	-	C
S 1121	Duplex structures	-	-	-	-	-	P		P	P	C	C	-	-	-	-
S 1130	Accessory units	P	P	P	P	P	P		P	C	C	C	-	-	-	C
S 1140	Townhouses	-	-	-	-	-	-		P	P	C	C	-	-	-	-
S 1200	Multifamily Dwelling Units/ Apartments	-	-	-	-	-	-		P	P	P	C	-	-	-	-
N/A	Manufactured housing			-	P	P	-		C	C	C	-	-	-	-	-

Table 3.6: Land Use Matrix

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
F1000	Housing															
F 1200	Housing services for the elderly	-	-	-	-	-	-	See Footnotes 12 and 13 - Below	P	P	P	C	-	-	-	-
F 1300	Hotels, motels, or other accommodation services, not elsewhere classified	-	-	-	-	-	-		-	P	P	P	C	-	-	-
F 1310	Bed and breakfast inn	C	C	C	C	P	C		C	P	P	-	-	-	-	-
F 1320	Short-term rental	C	C	C	C	C	C		P	P	P	-	-	-	-	-
F 1330	Hotel, motel, or tourist court	-	-	-	-	-	-		-	P	P	P	C	-	-	-
S 1300	Other specialized residential structures (dormitories, barracks and similar facilities)	C	C	C	C	C	C		C	C	-	-	-	-	-	-

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
S 1350	Temporary structures, tents, etc. for shelter	C	C	C	C	C	C		C	C	-	-	-	-	-	-
S 1360	Other structurally converted buildings	-	-	-	-	-	C		C	C	-	-	-	-	-	-
S 2611	Loft building	-	-	-	-	-	C		C	C	-	-	-	-	-	-
F 2000	General sales or services															
F 2100	Retail sales or service, not elsewhere listed	-	-	-	-	C	-	See Footnotes 12 and 13 - Below	C	P	P	P	C	C	-	-
F 2110	Automobile sales or service establishment	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2114	Boat and Marine sales or service establishment	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2116	Fuel Sales or Fuel Pumps ⁽¹⁾	-	-	-	-	-	-		-	-	-	p ¹	p ¹	P	-	C
F 2120	Heavy consumer goods sales or service	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2130	Durable consumer goods sales and service	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2143	Tobacco Store	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2152	Convenience store	-	-	-	-	C	-		C ¹	P	P	P	-	-	-	-
F 2155	Wine and liquor store	-	-	-	-	-	-		C ²	p ²	p ²	p ²	-	-	-	-
F 2200	Finance and Insurance	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2220	Pawn Shop	-	-	-	-	-	-		-	-	-	p ³	p ³	-	-	-
F 2300	Real estate, and rental and leasing	-	-	-	-	-	-		C	P	P	P	-	-	-	-
F 2330	Rental and leasing	-	-	-	-	-	-		P	P	P	P	-	-	-	-
F 2400	Business, professional, scientific, technical, services not listed elsewhere	-	-	-	-	-	-		C	P	P	P	P	-	-	-
F 2418	Veterinary Clinic	-	-	-	-	-	-		-	-	-	p ⁴	p ⁴	-	-	-

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
F 2450	Services to buildings and dwellings	-	-	-	-	-	-	See Footnotes 12 and 13 - Below	-	P	P	P	P	-	-	-
F 2500	Food service, not listed elsewhere	-	-	-	-	-	-		C	P	P	P	P	C	-	-
F 2530	Non-alcoholic Coffee, Snack, Juice Bar	-	-	-	-	C	-		P	P	P	P	-	P	-	-
F 2540	Bar or drinking place ⁶	-	-	-	-	-	-		-	p ⁶	p ⁶	p ⁶	p ⁶	-	-	-
F 2550	Mobile food services	-	-	-	-	-	-		C	P	P	P	P	-	-	-
F 2580	Vending machine operator	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2600	Personal services	-	-	-	-	-	-		P	P	P	P	-	-	-	-
NA	Tattoo Studio	-	-	-	-	-	-		-	-	p ⁷	p ⁷	p ⁷	-	-	-
F 2700	Pet and animal sales or service (except veterinary)	-	-	-	-	-	-		C	p ⁵	p ⁵	P	-	-	-	-
S 2510	Neighborhood center (convenience with 1+ anchors)	-	-	-	-	-	-		-	P	P	P	-	-	-	-
S 2520	Community center (general merchandise with 2+ anchors)	-	-	-	-	-	-		-	C	P	P	-	-	-	-
S 2530	Regional center (enclosed mall with 2+ anchors)	-	-	-	-	-	-		-	-	-	P	-	-	-	-
S 2540	Superregional center (similar to regional, with 3+ anchors)	-	-	-	-	-	-		-	-	-	P	P	-	-	-
S 2550	Fashion/specialty center (higher end, fashion-oriented stores)	-	-	-	-	-	-		-	P	P	P	-	-	-	-
S 2560	Power center (category-dominated anchors with few small tenants)	-	-	-	-	-	-		-	-	-	P	P	-	-	-

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M	
S 2570	Theme or festival center (leisure, tourist-oriented, restaurants)	-	-	-	-	-	-		-	P	P	P	-	-	-	-	
S 2580	Outlet or discount center (manufacturer outlet stores)	-	-	-		-	-		-	-	C	P	P	-	-	-	
F 3000	Manufacturing and Wholesale Trade																
F 3100	Food, textiles and related products	-	-	-		-	-	See Footnotes 12 and 13 - Below	-	-	C	C	P	-	-	-	
F 3200	Wood, paper, printing products	-	-	-		-	-		-	-	-	-	P	-	-	-	
F 3300	Chemicals, metals, machinery, electronics manufacturing	-	-	-		-	-		-	-	-	-	P	-	-	-	
F 3400	Miscellaneous manufacturing	-	-	-	-	-	-		-	-	-	-	C	P	-	-	-
F 3500	Wholesale trade establishment	-	-	-	-	-	-		-	-	-	C	P	P	-	-	-
F 3600	Warehouse and storage services	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
S 2710	Mini-warehouse	-	-	-	-	-	-		-	-	-	C	P	P	-	-	-
NA	Cannabis processing facility ¹⁴	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
NA	Cannabis Research Facility ¹⁴	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
NA	Cannabis testing facility ¹⁴	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
NA	Cannabis Transportation Entity ¹⁴	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
NA	Cannabis Disposal Entity ¹⁴	-	-	-	-	-	-		-	-	-	-	P	P	-	-	-
F 4000	Transportation, Communication, Information, and Utilities																
F 4100	Transportation services	-	-	-	-	-	-	See Footnotes 12 and 13 below	-	-	-	P	P				
F4138	Vehicle Dismantling, Storage	-	-	-	-	-	-		-	-	-	P ⁸	P ⁸				

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
F 4153	Marina, Port, harbor operations	-	-	-	-	-	-		-	-	-	C	p ¹	C		
F 4200	Communications and information	C	C	C	C	C	C		C	C	C	C	-	-	-	
F 4300	Utilities and utility services	C	C	C	C	C	C		C	C	C	C	-	-	-	
S 6320	Landfill facility	-	-	-	-	-	-		-	-	-	-	-	-	-	
S 6340	Hazardous waste storage facility	-	-	-	-	-	-		-	-	-	-	-	-	-	
F 5000	Arts, Entertainment and Recreation															
F 5100	Performing arts or supporting establishment	C	C	C	C	C	C	See Footnotes 12 and 13 - Below	C	C	P	P	-	P	-	-
F 5200	Museums, other special purpose recreational institutions	C	C	C	C	C	C		C	C	P	P	-	C	-	-
F 5300	Amusement, sports, or recreation establishment	C	C	C	C	C	C		C	C	P	P	P	-	-	-
F 5360	Sand Beach	P	P	P	P	P	P		P	P	P	P	-	P	P	P
F 5400	Camps, camping, and related Establishments	-	-	-	-	-	-		-	-	-	-	-	-	-	-
F 5500	Natural, other recreational Parks	P	P	P	P	P	C		C	C	C	P	C	C	P	P
F 6000	Education, Public Administration, Healthcare, and other Institutional uses															
F 6100	Educational services, not listed elsewhere	C	C	C	C	C	C	See Footnotes 12 and 13 below	C	C	P	P	-	P	-	-
F 6110	Nursery and preschool	C	C	C	C	-	C		P	P	P	P	-	P	-	-
F 6120	Grade schools	C	C	C	C	C	C		C	P	P	-	-	-	-	-
F 6130	Colleges and Universities	-	-	-	-	-	C		C	C	C	C	P	C	-	-
F 6140	Technical, trade, and other specialty schools	-	-	-	-	-	-		C	C	C	P	-	C	-	-
F 6200	Public administration	P	P	P	P	P	P		P	P	P	P	P	P	-	-

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

**PLANNING COMMISSION REPORT
PUBLIC HEARING**

PUBLIC HEARING DATE: May 14th, 2024

APPLICANT(S): Freddie Fountain

CURRENT OWNER? Yes No

OWNER: 24 Hour Storage LLC
1822 15th Street

LOCATION: Groveland Road
PID# 60127330.100

REQUESTED ACTION: Preliminary Plat for Harper Grove Townhomes

DATE OF APPLICATION: April 7, 2024

ADJACENT ZONING:

Subject Property: CH - Regional Commercial District. Is the most intense commercial mixed-use district, allows up to 75' building heights. Includes most intense retail, office and residential development patterns with high traffic generation rates that serve a regional population.

North: RM-2 District - Ocean Springs Station is a multifamily community.

South: CH District – 24 Hour Storage

East: CH District - Vacant

West: CH District – Not sure of the use.



DESCRIPTION OF REQUEST:

The property is 2.56 acres. The applicant is requesting a preliminary plat for a 30 unit attached townhome community. Two parking spaces are required for each unit. Each unit will have a garage. The 27-foot road will be private and maintained by an HOA.

The allowed density is 42 units per acre. The acreage is 2.56, which allows for a max density of 107.52 units. The applicant is proposing 30 units which brings the proposed density of .14 of an acre.

CH BUILDING REGULATIONS:

The applicant preliminary plat meets the development standards.

		CMX-1	CMX-2	C-H
Min. Lot Area (ft ²)		NA	NA	NA
Min. Lot Width (ft.)		25	25	25
Min. Building Height		NA	NA	NA
Max. Building Height		2 stories	4 stories	75 ft. or 6 stories
Max. Dwelling Unit Density (dwellings per acre)		21	42	42
BUILDING SETBACK				
FRONT	MIN (ft.)	5 ²	5 ²	5 ²
	MAX(ft.)	NA	NA	NA
SIDE	MIN (ft.)	5	5	5
	MAX (ft.)	NA	NA	NA
STREET SIDE	MIN (ft.)	10	10	10
	MAX (ft.)	NA	NA	NA
REAR	MIN (ft.)	10 ³	10 ³	10 ⁴
	MAX (ft.)	NA	NA	NA

CH ALLOWED USES:

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
S 1110	Single Family Detached units	P	P	P	P	P	P	See Footnotes 12 and 13 – Below	P	P	C	-	-	-	-	C
S 1120	Single Family Attached units	-	-	-	-	P	P		P	P	C	C	-	-	-	C
S 1121	Duplex structures	-	-	-	-	-	P		P	P	C	C	-	-	-	-
S 1130	Accessory units	P	P	P	P	P	P		P	C	C	C	-	-	-	C
S 1140	Townhouses	-	-	-	-	-	-		P	P	C	C	-	-	-	-
S 1200	Multifamily Dwelling Units/ Apartments	-	-	-	-	-	-		P	P	P	C	-	-	-	-
N/A	Manufactured housing			-	P	P	-		C	C	C	-	-	-	-	-

PREVIOUS APPROVALS:

The property was approved for the sketch plat on February 6th, 2024.
The conditional use was approved February 6th, 2024.

STAFF COMMENTS

PLANNING:

1. The private road and common areas will be managed by an HOA. Planning will need to copy of the formed HOA and necessary documents filed before approval of final plat.
2. The proposed preliminary plat meets the requirements of lots and the use of the CH zoning district and other requirements of a preliminary plat.

ENGINEERING:

1. To address the drainage calculations. Answer whether the water and sewer will be private or public. Either way, the layout will need to be updated, but how depends on which option is decided upon.

FIRE MARSHAL: No comments at this time.

PUBLIC WORKS DEPT. - Water:

1. Water tap must be requested at the Public Works office at 228-875-3955. All costs associated with water tap are the responsibility of the homeowner/owner/developer.

PUBLIC WORKS DEPT. – Sewer:

1. Sewer tap must be requested at the Public Works office at 228-875-3955. All costs associated with sewer tap are the responsibility of the homeowner/owner/developer.
2. The inspection fee must be paid before any sewer work.

POTENTIAL MOTIONS:

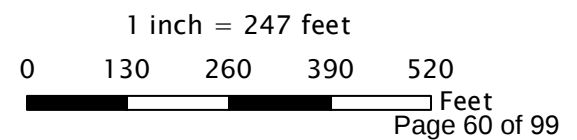
To recommend **approval** of preliminary plat for Harper Grove Townhomes - PID# 60127330.100.

– OR –

To recommend **denial** of preliminary plat for Harper Grove Townhomes - PID# 60127330.000.

August 3, 2022

DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The City of Ocean Springs makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The City retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in the City of Ocean Springs for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the City's Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.



A photograph of a rural property under a clear blue sky. In the foreground, a white sign is placed in a grassy area with some dead branches. The sign contains text about a submitted application to the Ocean Springs Planning Commission. In the background, there are several tall, thin trees, a white pickup truck parked on the left, and a small, dark, possibly abandoned building in the center. A yellow excavator is partially visible behind the trees on the right side.

An Application Has Been Submitted
For This Property To The
**OCEAN SPRINGS
PLANNING
COMMISSION**
FOR DETAILS CALL 875-4415



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:

	<u>Minor S/D</u>	<u>Major S/D</u>
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: 04/08/2024 (Applications are due by the 7th of each month.)

Name of Subdivision: Harper Grove Townhomes

Address of Original Parcel(s): OGROVELAND RD OCEAN SPRINGS 39563

Parcel ID(s): 60127330.100

- | | | | |
|---------------------|--|-------|---------------------------------|
| 1. Applicant: | <u>24 Hour Storage, LLC</u> | Phone | _____ |
| Address | <u>13334 Seaway Road Ste. 201 Gulfport, MS</u> | Email | <u>kristin@leighrosellc.com</u> |
| 2. Local Agent: | <u>Fountain & Associates, LLC</u> | Phone | <u>228-574-3659</u> |
| Address | <u>13334 Seaway Road Ste. 202 Gulfport, MS</u> | Email | <u>freddie@fountainllc.com</u> |
| 3. Owner of Record: | <u>24 Hour Storage, LLC</u> | Phone | _____ |
| Address | <u>13334 Seaway Road Ste. 201 Gulfport, MS</u> | Email | <u>kristin@leighrosellc.com</u> |
| 4. Engineer: | <u>Terry Moran Engineering</u> | Phone | <u>228-896-4733</u> |
| Address | <u>P.O. Box 4075 Biloxi, Ms 39535</u> | Email | <u>msubulldog3@gmail.com</u> |
| 5. Land Surveyor: | <u>Crosby Surveying</u> | Phone | <u>228-234-1649</u> |
| Address | <u>716 Live Oak Drive Biloxi, MS 39532</u> | Email | <u>cliffordcrosby@gmail.com</u> |
| 6. Attorney: | <u>David Estes w/Integrity Land Title, LLC</u> | Phone | <u>228-896-8962</u> |
| Address | <u>1806 23rd Avenue Ste. A Gulfport, Ms</u> | Email | <u>destes@symmesestes.com</u> |

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

Property Information

1. Tax Map Designation: Section 27 Township: 7 Range: 8
2. Proposed Subdivision Location: On the South side of Groveland Road (*street*)
1,122 (*distance in feet*) East (*relative direction*) of Ocean Springs Road (*street*)
3. List all contiguous holdings in the same ownership:
Section 27 Lot(s) 1
4. Zoning of Parcel(s): CH 5. Total Acreage: 2.17 +/-
6. Smallest Lot Size: 1425 s.f. 7. Proposed # of Lots: 24
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. No
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. No.
14. Are there any existing structures on the property? If so, will they be kept or demolished? Yes and 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.
No.
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: There will be a dog park as an amenity to the subdivision.
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: 02/06/2024
For Final Plat: Date PRELIMINARY PLAT was approved by Board of Aldermen: _____
 - Were any changes made subsequent to preliminary plat approval? ☐ Yes ☐ No
If yes, please describe: _____
 - 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) 24 Hour Storage, LLC, 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: 24 Hour Storage, LLC Parcel ID(s): 60127330.100

Date Property Acquired Date: 8/26/2021 Book and Page of Each Conveyance: BK : 2039 ; PG : 701 - 704

Owner's Signature Jennifer Davi Date: 4/8/24

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 Mississippi

COUNTY OF Harrison

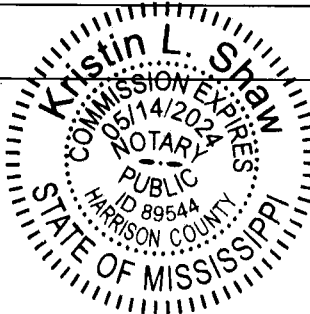
I Kristin Shaw, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 13334 Seaway Road Ste. 201 Gulfport, MS 39503

Subscribed and sworn before me this 8th day of April, 2024.

My Commission expires: 5/14/2024

Notary Signature: Kristin Shaw





CHECKLIST: SUBDIVISION DEVELOPMENT – PRELIMINARY PLAT

—Specific Requirements Outlined in Chapter 2.21 of the Unified Development Code—

PROPOSED SUBDIVISION NAME AND/OR PID#: _____

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

SUBMITTAL DOCUMENTS

- ☐ Preliminary Plat - 4 full size plan sets (24"x36"), one 11"x17", and electronic PDF file if possible. The proposed plat shall be at a scale that is legible and functional on sheets of 24"x 36" in size.
- ☒ Construction Plans and Specifications, including Erosion Control Plan - 2 full size plan sets (24"x36")
- ☒ Two (2) copies of the developer's engineer's basis of design and complete design calculations, including pavement design
- ☒ The name of the subdivision and the name and address of the owner.
- ☒ Name, signature and seal of licensed engineer or registered land surveyor who prepared drawings
- ☒ Vicinity map identifying lot(s) relationship to nearby parcels, roadways or other landmarks
- ☒ Date, north arrow and scale
- ☒ Parcel ID number(s) – proposed location and adjacent properties
- ☒ Existing and proposed lot lines, lot dimensions, lot areas and all setbacks – including the setbacks from proposed structures to proposed property lines
- ☒ Name and address of property owner(s) including all abutting property owners, as shown on tax records
- ☒ Existing zoning of all parcels, proposed and existing
- ☒ Existing and proposed driveway(s), roads, road easements/rights-of-way, and utility easements
- ☒ Proposed street alignments and widths including right-of-way widths, pavement widths, approximate grades and vertical curves of proposed streets that are notated as public or

- ☒ Contours at vertical intervals of 1' for plats with 4 or more lots (Ocean Springs datum or USGS datum)
- ☒ Show plats on grid on even 500-ft intervals of state plane coordinates, township section, range boundaries

Survey Requirements:

- ☒ Name of surveyor and date of survey
- ☒ Legal description and boundary survey, class B surveying accuracy (minimum closure error, 1: 5,000), bearings and distances referenced to sectional or fractional section corners or other base lines

Engineering Calculations:

- ☒ Length and radii of all curbed street and lot lines, bearings and length of all straight street and lot lines and the area in sq ft of each lot
- ☒ Street centerline bearing and distance with centerline curve data (deflection angle, radii, degree of curvature, chord distance and bearing and length of curve)
- ☒ Profiles of all proposed streets showing the natural and finished grades drawn to a scale of not less than 1"=100' horizontal and 1"=20' vertical
- ☒ Design calculations for pavements, utilities and any other improvements to be dedicated to the City as described in Section 2.21.5.B.8.
- ☒ Stormwater calculations (drainage and retention), if applicable

Preliminary Plat Notes:

1. Purpose is to provide plans for the construction of the subdivision and its improvements plus a draft of the final plat of the subdivision.
2. Preliminary plat can be submitted prior to approval of sketch plat, although it is not recommended.
3. A lot clearing permit can be obtained prior to sketch plat approval, if applicable. However, all stormwater requirements must be met prior to permit issuance.
4. Approval of a preliminary plat is required for any site where the eventual platting of the property involves a major subdivision. No final plat shall be approved until a preliminary plat for the property has been approved, unless the application is for a minor subdivision.
5. An application must be filed with the Jackson County Utility Authority (JCUA) prior to construction, so it is recommended the developer do so immediately after Sketch Plat Approval and prior to Preliminary Plat application.
6. The USPS has a separate policy regarding mail delivery: "National Delivery Planning Standards / A Guide for Builders and Developers". These standards must be reviewed and any questions regarding provisions for mail delivery must be addressed with USPS prior to approval.
7. Amendments are approved in same manner as the original plat – Reference Section 2.21.10 and 2.21.11.
8. If development has not been initiated within two years of preliminary plat approval, any

changes in development standards shall apply to the development proposed by the preliminary plat. If a final plat is not submitted within 24 months after approval of the preliminary plat, or within such extended period as may be allowed, the preliminary plat approval shall be 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 preliminary plat approval, but before construction – REQUIRED steps:

- ☐ City to designate numerical street addresses for each lot.
- ☐ Preconstruction meeting between developer, developer engineer, contractor, City engineer and City inspector.
- ☐ City to assess developer \$75/lot for a construction inspection fee.

After infrastructure construction, before final engineering inspection – REQUIRED steps:

- ☐ Developer to have registered engineer or surveyor check final as-built elevations and locations of all improvements shown on the originally approved construction plans and preliminary plat.
- ☐ Lot numbers shall be clearly indicated (painted, stamped, cut, etc.) onto the curb or edge of pavement abutting the lot.
- ☐ Location of water and sewer services shall be indicated with a “W” and “S” and shall be permanently stamped or cut into the curb abutting each lot by developer.
- ☐ Developer to submit as built plans to City.
- ☐ City to review any variations from approved Preliminary Plat.

Before Final Plat approval – REQUIRED steps:

- ☐ Developer to submit to City warranty of proper engineering, installation, materials and construction of all improvements on all property to be owned by the City for a period of 3 years or until such time that 85% of the lots in the subdivision have received certificate of occupancy for the dwelling units constructed, with a minimum warranty of 2 years.
- ☐ Developer to post security instrument of \$700 per lot for up to three years. Security instrument may be released after 3 years or upon issuance of certificate of occupancies for 85% of lots.

Applicant Signature: _____

DATE: _____

STORMWATER EROSION CONTROL AGREEMENT

This regulation is to prevent introduction of pollutants that may potentially enter the City Drainage System (CDS) or waterways. The following practices are the minimum requirements for construction sites that involve disturbance of the natural earth. No owner or their agent of any parcel of land or property, whether with or without a structure thereupon, shall permit the erosion or escape of soil, sand, gravel or similar material from said parcel onto any adjoining property, public street or into any drainage channel that receives rainwater runoff from said parcel in such quantities as to harm said adjoining property, public street, drainage channel, or stormwater drainage system. In the development or use of any site, the owner or their agents shall not construct or conduct any activity so as to cause the discharge of rainwater runoff in such a manner as to cause erosion or to increase blockage of any channel or storm drainage system. This includes both pre-construction and post-construction.

Minimum requirements for construction sites with land disturbance:

1. Storm control measures shall be installed at the onset of construction.
2. These measures shall capture sediment prior to it leaving the property.
3. Silt fencing is a last line control measure and should be maintained continuously.
4. Temporary and/or permanent revegetation of bare ground must be utilized in order to stabilize disturbed soil at the earliest practicable date.
5. Steep slopes require Hydro seeding/sod and/or the installation of erosion control mat.
6. Construction of on-site stormwater retention should function as temporary sedimentation retention until permanent revegetation of the subject tract is accomplished.
7. Other measures may be necessary to control erosion and sedimentation on a site-by-site basis.

During the construction, if at any time, these measures are not in compliance, the building department will issue a stop work order until the site is in compliance.

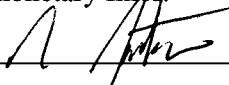
Requirements from the Ocean Springs Stormwater Ordinance:

0<0.9 acre of land disturbed: No permit or SWPPP currently required unless the disturbance is part of a Larger Common Plan of Development or Sale. A SWPPP may be requested or required if there are complaints or nuisance conditions.

1<5 acres of land disturbed: Permit required from City of Ocean Springs Code Enforcement Office. A Small Construction Notice of Intent (NOI) and SWPPP must be submitted to the Planning Department.

Above 5 acres: Permit required from the City and MDEQ. A SWPPP must be submitted to the City and a Large Construction NOI and SWPPP should also be submitted to MDEQ.

I certify under penalty of law that I understand the terms and conditions of the Mississippi Department of Environmental Quality's Large Construction and Small Construction General Permits. I also certify that I have received stormwater related education materials for construction activities from the City of Ocean Springs (materials included Small Construction General Permit; Large Construction General Permit; the *Planning and Design Manual for the Control of Erosion, Sediment, and Stormwater*; Ocean Springs' ordinance for Stormwater Runoff; Illicit Discharges and Illegal Connections). I will implement, install and properly maintain erosion and sediment controls at any site with land disturbance greater than 1 acre. I understand that failure to reasonably control sediment from land disturbing activities is considered a violation of City Ordinance, MDEQ's general permits, and the Clean Water Act and can result in suspension of work and monetary fines.

Sign:  Date: 04/08/2024

Company: Fountain & Associates, LLC Phone: 228-860-8812

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: \$ 26.00
MINERAL TAX: \$0.00
202123114
BK: 2039 PG: 701 - 704
08/31/2021 11:01:23 AM 4 PG(S)
Receipt # 23905

Indexing: Section 27, T7S, R8W, Jackson County, MS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962

QUITCLAIM DEED

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

STORAGE MAXX LLC
A Mississippi limited liability company
2082 Beach Dr.
Gulfport, MS 39507
(228) 224-5337

does hereby **SELL, CONVEY** and **WARRANT** unto

24 HOUR STORAGE LLC
A Mississippi limited liability company
1822 15th Street, Suite A
Gulfport, MS 39501
(228) 224-5337

the following described land together with all improvements thereon located in Jackson County,
Mississippi, more particularly described as follows, to-wit:

See attached Exhibit "A"

THIS CONVEYANCE is subject to any and all easements, restrictive or protective
covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2021 are hereby prorated and the same are hereby assumed by the
Grantee herein. It is agreed and understood that the taxes for the current year have been
prorated as of this date on an estimated basis, and that when said taxes are actually determined, if

the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS its signature on this the 26 day of August, 2021.

STORAGE MAXX LLC
A Mississippi Limited Liability Company

BY: [Signature] 8/26/21

BY: _____

STATE OF Mississippi

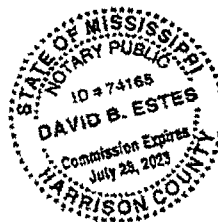
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 26 day of August, 2021, within my jurisdiction, the within named Jack Kravand ~~JEANETTE DAVIS~~, who acknowledged that she is a Member of STORAGE MAXX LLC, and that for and on behalf of said limited liability company and as its act and deed she executed the above foregoing instrument, after first having been duly authorized by said limited liability company so to do.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires:



the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS its signature on this the 26 day of August, 2021.

STORAGE MAXX LLC
A Mississippi Limited Liability Company

BY: Jennifer Davi
BY: _____

STATE OF Mississippi
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state on this 26 day of August, 2021, within my jurisdiction, the within named JENNIFER DAVI, who acknowledged that she is a Member of STORAGE MAXX LLC, and that for and on behalf of said limited liability company and as its act and deed she executed the above foregoing instrument, after first having been duly authorized by said limited liability company so to do.

DBK
NOTARY PUBLIC

(SEAL)

My Commission Expires:



EXHIBIT "A"

Being in Section 27, Township 7 South, Range 8 West, Jackson County, Mississippi. From the section corner common to Sections 21, 22, 27 and 28, said Township and Range, run East a distance of 2450 feet and South a distance of 300 feet to the POINT OF BEGINNING, said point being the northeast corner of land conveyed to O. J. and Bertha L. Bauscher by deed dated 15th day of September, 1955, said deed being recorded in the Land Dead Records of Jackson County, Mississippi in Deed Book No 152, Page No. 147. Run thence South along the east line of said Bauscher land a distance of 400 feet to the north right of way line of U.S. Highway 90; thence South 79 degrees 24 minutes East along said right of way line of U. S. Highway 90 a distance of 356 feet; thence North a distance of 400 feet; thence North 79 degrees 24 minutes West a distance of 356 feet to the POINT OF BEGINNING; containing an area of 3.2 acres, more or less.

AND ALSO:

That certain parcel of land situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 7 South, Range 8 West, Jackson County, Mississippi; commencing at a point 30 feet south and 50 feet west of a concrete monument marking the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 27; running thence West and parallel to the north line of said Section 27 and along the south margin of a 30 foot road a distance of 1186.11 feet to the POINT OF BEGINNING of the property herein conveyed; running thence South a distance of 339.40 feet; run thence North 79 degrees 37 minutes 32 seconds West a distance of 356.62 feet; run thence North a distance of 274.37 feet to the south margin of Groveland Road; run thence East along the south margin of Groveland Road distance of 350.79 feet to the POINT OF BEGINNING. This parcel contains 2.47 acres, more or less.

This notice is being mailed to you as an owner of property near the project described below. Copies are sent via standard mail at the cost of the applicant of this project.

City of Ocean Springs Community Development 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, May 14th, 2024 @ 6:00 p.m.

Regarding the following:

PID# 60127330.100, south side of Groveland Road, west of Clear Springs Rd. Request approval of a Preliminary Plat consisting of 30 attached townhomes.

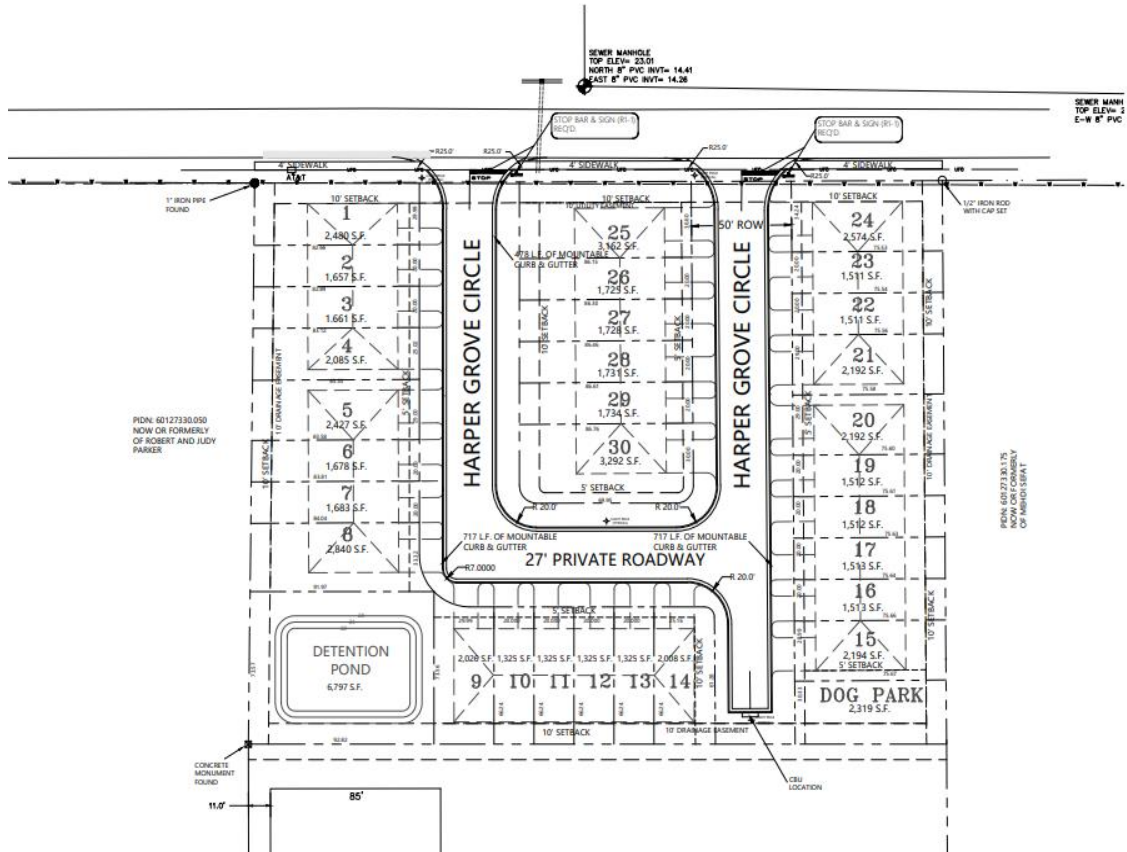
Written comments related to the above request will be accepted and may be mailed to the City of Ocean Springs Planning Department, Post Office Box 1800, Ocean Springs, MS 39566-1800 or emailed to planningadmin@oceansprings-ms.gov.

At the aforementioned time and place, all parties of interest shall have an opportunity to be heard.

Carter Thompson
Community Development Director
City of Ocean Springs

Attachments

Site Plan



**24 Hour Storage, LLC
13334 Seaway Road Ste. 201
Gulfport, MS 39503**

April 8, 2024

City of Ocean Springs
Planning Commission
1018 Porter Avenue.
Ocean Springs, MS 39564

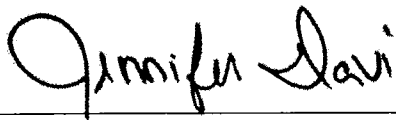
**RE: Agent Letter for Planning Commission Hearings
For Zoning Map Amendment & Conditional Use
Tax Parcel #: 60127330.100
Jackson County, Mississippi**

To Whom It May Concern:

Please allow this letter to serve as official notice that **Freddie Fountain with Fountain & Associates**, is authorized to act as agent on behalf of **24 Hour Storage, LLC** in any Board of Adjustment or Board of Alderman matters for the above referenced address.

If you have any questions, please call me at 228-224-5337.

Sincerely,



Jennifer Davi, Owner


Notary

(MS. STATE HWY. No. 59)
OCEAN SPRINGS/VANCELEAVE RD.
(70'± R.O.W.)

Mississippi Power Company Easement (175' R.O.W.)
(W.D. BOOK 247, PAGES 89-94 AND W.D. BOOK 445, PAGES 297-301)

2.000± AC.
(VACANT)

property now or formerly
to LOUIS W. BRELAND

GROVELAND ROAD
(40'± R.O.W.)

PROPERTY DESCRIPTION:

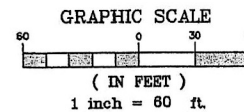
A parcel of land located in that part of the SE 1/4 of the SW 1/4 lying south of Mississippi State Highway No. 59; Section 22, Township 7 South, Range 8 West, City of Ocean Springs, Jackson County, Mississippi; and being more particularly described as follows: Commence at the southeast corner of said Section 22; thence S 89°44'29" W 3234.24 feet along the south line of said Section 22; thence North 7.16 feet to a point located on the north right-of-way of Groveland Road, said point being the southwest corner of property now or formerly to Louis W. Breland, said point also being the Point Of Beginning; thence N 89°50'40" W 306.40 feet along the north right-of-way of Groveland Road; thence N 00°58'27" W 224.15 feet to the centerline of an easement to Mississippi Power Company, said easement having a width of 175 feet and being recorded in Deed Book 247, Page 89; thence N 69°34'47" E 331.01 feet along said centerline of an easement to Mississippi Power Company, to the northwest corner of property now or formerly to Louis W. Breland; thence South 340.44 feet along the west line of property now or formerly to Louis W. Breland, to the said Point Of Beginning. Said parcel of land contains 2.000 acres, more or less.

NOTE: This parcel is located in "Zone C" of the flood hazard boundary and flood insurance rate map.
Community Panel Number: 285259-0004-D
Revised March 18, 1987

NOTE: This survey "Class B" was made in accordance with the "Minimum Standards for the State of Mississippi, March 1988".

This is to CERTIFY that I have surveyed the property described and delineated hereon; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

George M. Hatway
George M. Hatway
MS. P.L.S. No. 01776
April 15, 1998



DRAWING LEGEND

⊙ Denotes iron rod/pipe found

(N.T.S.)
S 89°44'29" W
(BASE BEARING)

POINT OF COMMENCEMENT
SE. COR. OF SECTION 22
T 7 S - R 8 W
22 | 23
27 | 26

B & M BROWN & MITCHELL, INC.
Engineers & Environmental Consultants
521 34th Street Gulfport, Mississippi 39507
Phone (228)864-7612 Fax (228)864-7676 E-mail bmi@datasync.com

Harper Grove Townhomes
Groveland Road
Ocean Springs, Mississippi

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Prepared for

24 Hour Storage, LLC
13334 Seaway Road Ste. 201
Gulfport, MS 39503



Terry Moran Engineering with
Fountain & Associates
13334 Seaway Road Ste. 202
Gulfport, Mississippi 39503
PH (228) 861-5209

Project No. 24-009

STORMWATER POLLUTION PREVENTION PLAN

Table of Contents

Project Narrative	3
Project Description.....	3
Location	3
Access.....	3
Planned Work.....	3
Soils.....	4
Construction Implementation Sequence.....	4
Site Preparation	5
Constuction Activities Sequence.....	5
Construction Access	5
Sediment Control Measures	6
Vegetation.....	6
Maintenance Plan.....	6
Short Term	7
Long Term	7
Good Housekeeping	11
Additional SWPPP Notes	8
Seeding Chart.....	9
Site Location Map.....	10
Vicinity Map	11
USGS 7.5 Minute Quadrangle Map	12
Erosion Control Plan and Details.....	13
Appendix A – Drainage Calculations.....	14

Project Narrative

Project Description

The proposed project consists of the construction of installing all utilities, building the roadways, and grading/building pads for 8 townhome buildings consisting of 44 units located off of Cowan Road in Gulfport, Mississippi (see attached vicinity map). The proposed construction and development project consists of approximately 2.17 +/- total acres with all of it being disturbed. The areas included in the total disturbed area is any sections of land where development will take place. Construction of the proposed streets and lots will require site preparation (clearing and grubbing), earthwork (cut and fill), installation of impervious pavements and townhomes. Post-development surface runoff calculations have been prepared and are included in Appendix A.

Underground and surface storm water drainage will be implemented for the proposed development, as it is required by the local governmental authority. Erosion control devices such as silt fencing, straw wattles, and inlet protection will be used to control erosion occurring on site and help prevent sedimentation onto neighboring properties.

Location

As stated above, the proposed project will be located off of Groveland Road in Ocean Springs, Mississippi, as shown in the attached exhibits.

Construction of all streets and related improvements will be completed in one phase of the project. Once construction is completed and the subdivision is platted with the local jurisdiction, construction of residences will begin.

Access

There is two means of egress located off of Groveland Road as shown in the drawings.

Planned Work

The proposed project will be completed in one phase. This phase of the development, including neutral ground, is planned to be approximately 2.17 +/- acres.

Soils

Based on information from the NRCS's Web Soil Survey Website, the proposed project site's native soil consists of 67.8% Bayou Sandy Loam which has characteristics of being poorly drained with a high runoff coefficient and 32.2% of the soil on site is Hyde silt loam which has characteristics of being poorly drained and has a high runoff classification.

Construction Implementation Sequence

The following construction implementation sequence is planned to minimize the amount of sediment movement on site and sediment loss from the project site. Silt fencing will be placed along property line and construction boundaries. Double silt fencing will be placed along sensitive areas such as wetlands, creeks, or other waters of the U.S. to ensure no sediment is deposited in these areas. There are no wetlands on this property; however, double silt fencing will be installed around the detention pond. Inlet protection consisting of silt fencing, aggregate, and wooden stakes, as shown in construction details, will be placed around all drainage inlets to prevent infrastructure from being filled with silt during construction. Straw wattles will also be used around inlets and the effluent ends of drainage pipes to contain additional siltation. Temporary grassing of all slopes, ROW, and common areas will be performed within 72 hours of area being disturbed, but no more than 7 days after disturbance of the area is complete.

Installation and maintenance of these measures are considered critical for controlling sediment movement at this project site. Activities will not begin until all permits have been obtained and the work is authorized. Construction is expected to take 6 to 8 months, weather permitting. It is important that appropriate construction workers are aware of the SWPPP and have ready access to it. The owner or prime contractor must inspect and maintain controls, recording damages or deficiencies and corrective measures, and complete monthly inspection reports using the form provided by MDEQ. Problems should be corrected within 24 hours or as soon as practicable after an inspection. Changes to correct deficiencies in the SWPPP should also be made as soon as practicable after the inspection. The SWPPP must accurately reflect the site and construction and be corrected if it does not.

Construction Activities Sequence

Major construction activities will be scheduled and carried out in a manner consistent with routine construction practices per approved plans and specifications. The following list provides a general schedule of the events that will occur during construction as well as the sequence in which the events are proposed:

1. Install erosion control measures in areas to be disturbed in accordance with the erosion control plan such as construction entrance and silt fencing
2. Clear and grub the site as per the plans and specifications
3. Excavate to subgrade and stabilize
4. Install infrastructure, water, sewer, and drainage
5. Construct roadway base courses
6. Finalize construction
7. Complete final grading
8. Provide permanent stabilization
9. Remove temporary erosion control measures

Site Preparation

Prior to actual clearing and grubbing and stripping of the street areas or any type of construction, silt fence shall be placed along the perimeter of the development, in particular the down-slope edges of the area being developed. Storm drain inlet protection system shall be installed around all existing inlets and other drainage structures in close proximity of the project to prevent siltation into the underground storm drainage system.

Construction Access

Access to the development shall consist of one entrance located on Cowan Road, as shown on erosion control plan. This ingress/egress point shall be stabilized with crushed limestone, to a minimum thickness of eight inches (8"). The limestone shall be graded smooth, and maintained in that condition, for the duration of construction. The area of each limestone surface shall be a minimum of 25 feet wide by 50 feet long. Accumulated mud and debris shall be regularly removed from the entrance areas to prevent tracking onto public roads.

Sediment Control Measures

This project will be constructed utilizing associated sediment control measures. Silt fences, straw wattles, storm drain systems, retention/detention ponds, and energy dissipation devices will be utilized and shall be installed in the following sequence to minimize soil movement and loss off of the site:

- 1) Silt Fence: Silt fence shall be installed according to the manufacturer's recommendations.
 - a. Install a single line of silt fence barrier around the project perimeter property lines and install a double line of silt fence along the down slope sides of all environmentally sensitive areas such as delineated wetlands, existing creeks and waterways, etc. prior to the clearing and grubbing and earth moving operation;
 - b. Silt fence shall also be placed around all four (4) sides of each drainage structure that is constructed, to ensure no siltation into the underground storm drainage system;
 - c. Silt fence shall be removed no sooner than 30 days after all streets are paved and all right-of-ways are established with a good stand of grass vegetation.
- 2) Install the storm drains to the grades, elevations, and locations shown on the plans. Actions shall be taken to minimize movement of sediment into the storm drains until the streets receive their final surfaces, and right-of-ways are established with grass in accordance with the above. All drainage culverts under access driveways shall be particularly protected against siltation, utilizing silt fence or straw wattles as described above.
- 3) Retention and Detention ponds shall be installed as specified in the construction plans. These ponds will be sized to meet MDEQ specifications for Water Quality Certification (WQC). Upon completion of construction, ponds will be reshaped to provide appropriate storage volumes that will meet City's stormwater ordinance for pre and post development runoff.

Vegetation

Site development will proceed in a planned sequence and every attempt will be made to preserve existing vegetation to reduce erosion. All disturbed sites will be managed and re-vegetated as soon as practicable after final grading. Where applicable, disturbed areas will be stabilized by temporarily seeding, permanent seeding, and/or mulching or by leaving the existing forest floor intact. When a disturbed area will be left undisturbed or unattended for seven (7) days or more, appropriate temporary or permanent vegetative practices shall be implemented immediately.

Maintenance Plan

Short Term (During Construction)

When a disturbed area, including stockpiled materials, will be left undisturbed or unattended for seven (7) days or more, appropriate temporary or permanent vegetative practices shall be implemented immediately. These areas will be seeded in accordance with planting schedule, rate of application, and planting preparation outlined in the MDEQ seeding chart, or shall be lined with an erosion and sediment control blanket or shall be mulched per MDEQ requirements.

All erosion and sediment control practices will be checked for stability and operation following every runoff producing rainfall, but not less than once per week. Any needed repairs and/or replacement shall be made immediately to maintain the performance as designed.

Sediment shall be removed from the upstream side of the silt fence when it accumulates to approximately one-third of the height of the silt fence. The silt fence shall then be replaced as necessary to maintain a continuous barrier.

All vegetated areas will be fertilized, and re-vegetated as necessary to maintain a dense plant establishment.

Long Term (After Construction)

All vegetated areas will be maintained in an adequate condition to provide proper ground cover and to reduce to potential for erosion and soil loss, until taken over by the City/County. Where vegetation is lost, the area shall be fertilized, re-mulched and re-seeded as necessary to restore proper ground cover, until the County takes over permanent maintenance of the right-of-ways.

As needed, new employees and/or parties responsible for maintaining right-of-ways will be informed about the requirements of the Maintenance Plan.

Good Housekeeping

The following good housekeeping practices will be practiced at the site throughout the construction project:

- All onsite materials shall be stored in a neat, orderly manner in their appropriate containers

- Products will be kept in their original containers with the original manufacture's label
- Manufacturer's recommendations for the proper use and disposal of materials will be followed
- The site superintendent will inspect the site on a daily basis to ensure proper onsite use and disposal of all materials
- The Contractor shall clearly indicate on a site map within the SWPPP a designated area for concrete truck washout. The location shall be approved by the Owner or their authorized representative prior to its usage. The washout area must be in a location that captures the residual concrete and prevents it from migrating to natural or manmade drainage ways and/or to surface waters. It is the responsibility of the Contractor to monitor this area and to ensure that all residual concrete is captured and handled appropriately and/or as directed by the Owner or their authorized representative. During final site cleanup, the Contractor shall remove from the project site all residual concrete produced by the washout operations.

Additional SWPPP Notes

- Contractor shall stockpile topsoil for use in landscaping
- Contractor shall line all proposed swales and detention pond slopes with erosion and sediment control blankets as shown
- Contractor shall roughen all 4:1 cut slopes by disking prior to seeding
- Contractor shall be responsible for seeding with permanent seed any disturbed areas within 7 days (see owner for type of landscape to be used)
- All equipment maintenance and repair shall be done offsite
- Trash receptacles shall be placed at convenient locations through the site
- The main trash collection bin shall be placed near the corner of the construction entrance. Contractor shall coordinate pickup with the City or refuse disposal providers and shall ensure that collection is done with a minimum of once a week.
- Contractor shall check all disturbed area, erosion and sediment controls after each significant rainfall but not less than once per week and make any needed repairs within 24 hours.
- Contractor shall remove any sediment from silt fence, check points, and inlet protection devices whenever sediment has accumulated to one-third the height of the BMP.

Contractor shall maintain all vegetated areas to provide proper ground cover by reseeding, fertilization, or mulching.

- A temporary office and portable toilet buildings shall be located at the or near the job trailer or lay-down yard and at locations so that no part of the project is more than 1,000 feet from a toilet facility if possible. These structures shall be maintained on a regular schedule by a licensed disposal company.

Seeding Chart for the State of Mississippi

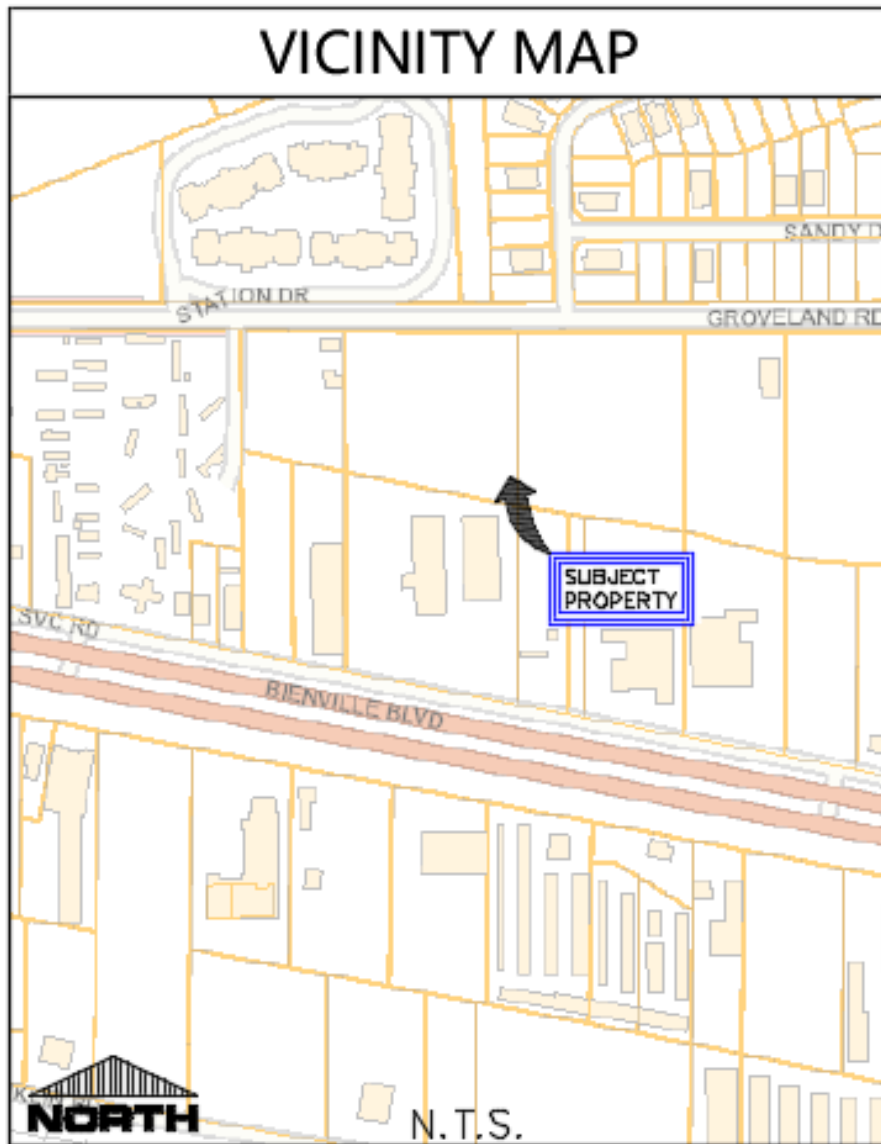
SPECIES	SEEDING RATE/ACRE	PLANTING TIME	DESIRED pH RANGE	FERTILIZATION RATE/ACRE	METHOD OF ESTABLISHMENT	ZONE OF ADAPTABILITY ¹
Common Bermuda	15 lbs. alone 10 lbs. mixture	311-7115 911 - 11/30	6.0 - 7.0	600 lbs. 13-13-13	seed or sod	All
Bahia	40 lbs. alone 30 lbs. mixture	3/1 - 7115 911 - 11130	6.0 - 7.0	600 lbs. 13-13-13	seed	Central South
Fescue	40 lbs. alone 30 lbs. mixture	911 - 11130	6.0 - 7.0	600 lbs. 13-13-13	seed	North Central
Saint Augustine	--	311-7115	6.0 - 7.0	600 lbs. 13-13-13	sod only	Central South
Centipede	4 lbs. alone 2.5 lbs. mix	311-7115	6.0 - 7.0	600 lbs. 13-13-13	seed or sod	All
Carpet Grass	15 lbs. alone 10 lbs. mixture	311 - 7115	6.0 - 7.0	600 lbs. 13-13-13	seed or sod	All
Oysia Grass	--	3/1 - 7115	6.0 - 7.0	600 lbs. 13-13-13	sod only	All
Creeping Red Fescue	30 lbs. alone 22.5 lbs. mix	911 - 11/30	6.0 - 7.0	600 lbs. 13-13-13	seed	All
Weeping Lovegrass	10 lbs. alone 5 lbs. mix	3/1 - 7/15	6.0 - 7.0	600 lbs. 13-13-13	seed	All
Sericca Lcspedeza	40 lbs.	311-7115 911 - 11130	6.0 - 7.0	400 lbs. 6-24-24	seed	All
*Wheat	90 lbs. alone	9/1 - 11130	6.0 - 7.0	600 lbs. 13-13-13	seed	All
*, Ryegrass	30 lbs.	911 - 11/30	6.0 - 7.0	600 lbs. 13-13-13	seed	All
*White Clover	5 lbs.	9/1 - 11130	6.0 - 7.0	400 lbs. 6-24-24	seed	All
*Crimson Clover	25 lbs. alone 15 lbs. mix	9/1 - 11130	6.0 - 7.0	400 lbs. 6-24-24	seed	All
*Hairy Vetch	30 lbs.	9/1 - 11130	6.0 - 7.0	400 lbs. 6-24-24	seed	All
*Browntop Millet	40 lbs. alone 15 lbs. mix	4/1 - 8/30	6.0 - 7.0	600 lbs. 13-13-13	seed	All

* Annuals. For permanent seeding, annuals can only be used in a mixture with perennials.

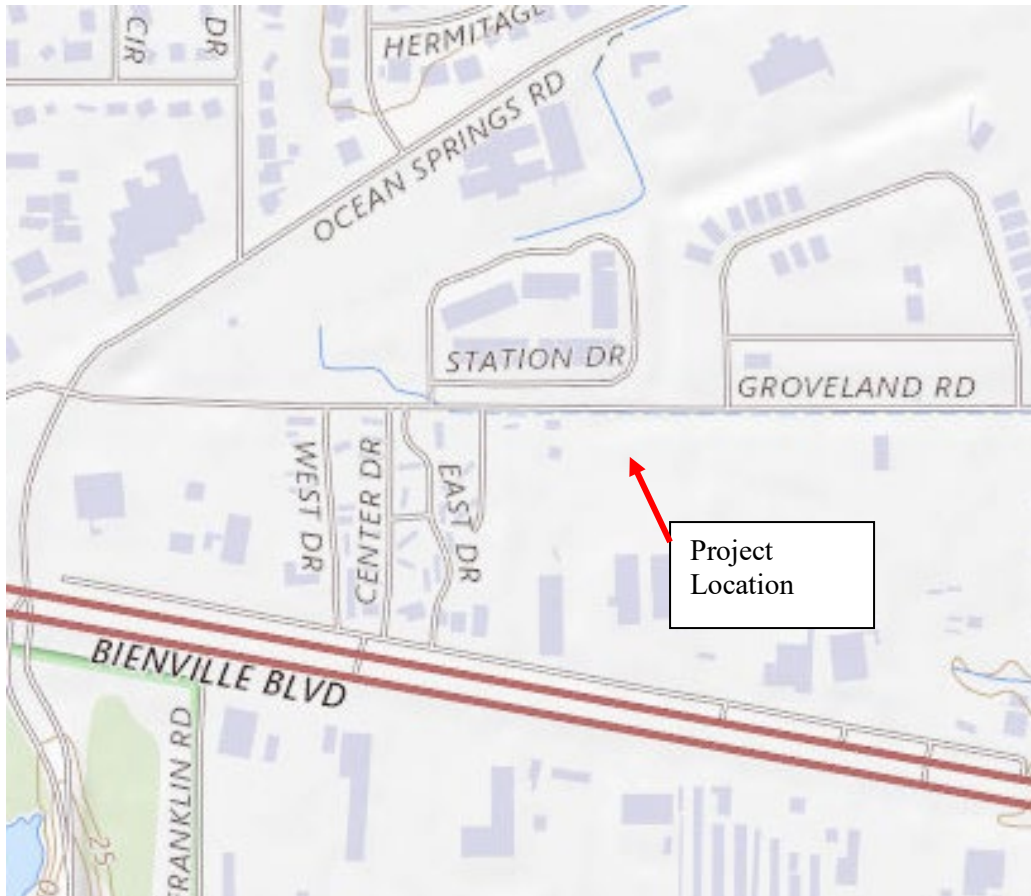
Site Location Map



Vicinity Map



USGS 7.5 Minute Quadrangle Map



Erosion Control Plan and Details

(see attached Sediment Control Plan and Details)

Appendix A – Drainage Calculations

(see Sheet C – Area Flow Calculations)

FOR OPC USE ONLY

AI NO. _____

PLA NO. _____

**INFORMATION REGARDING PROPOSED WASTEWATER PROJECTS
TO: THE MISSISSIPPI OFFICE OF POLLUTION CONTROL**

The _____,
(Name of Body Making Application, i.e. Individual, Corporation, Municipality, Developer, etc.)

whose mailing address is _____, _____, _____, _____,
(Street and Number) (City) (State) (Zip)

whose responsible official is _____, _____,
(Name) (Title)

and whose phone number is (_____) _____ - _____,

Herewith submits for consideration of the OPC plans, specifications, and other necessary data prepared by

(Engineer or Firm)

(Firm's Project Contact Person, if applicable)

(Mailing Address)

(City, State, Zip)

(_____) _____ - _____
(Phone Number)

who is hereby authorized to represent the applicant in the engineering features of this project for the construction of _____

(Clearly Describe Project: New System, Modification, Extension, Rehabilitation, Treatment, etc.)

to serve _____
(Subdivision, Plant, School, Other)

located at _____
(Approximate Location, Including Section, Township, and Range)

in or near the City of _____ in the County of _____, State of Mississippi, as required by the regulations of the OPC and herewith make application to the OPC for the approval of this project. We understand through the regulations of the OPC that this approval is required prior to the initiation of construction activities.

Upon construction, these facilities will be owned and maintained by _____

(Name of Utility Company, Municipality, Owner, Developer, etc.)

whose mailing address is _____, _____, _____, _____.
(Street and Number) (City) (State) (Zip)

NOTE: IF THIS PROJECT DOES NOT ADD ANY NEW CONNECTIONS OR ADDITIONAL FLOWS TO THE COLLECTION SYSTEM, YOU MAY OMIT SECTIONS A. THROUGH E. BELOW.

A. EXISTING SEWAGE COLLECTION SYSTEM

1. The facilities collecting the sewage from this proposed project are owned by _____

(Utility Company, Municipality, etc.)
2. The number of connections existing are _____.
3. The length of sanitary sewers existing are _____.
4. The number of existing lift stations are _____.
5. Additional facilities that collect sewage from this proposed project, i.e. a regional wastewater authority, are owned by _____.

B. CERTIFICATION(S) FROM COLLECTION ENTITIES

The official(s) responsible for the wastewater collection facilities denoted in Section A. above, that will serve the proposed project, do hereby certify that we agree to transport the wastewater flows generated from the proposed project. We also hereby certify that we have determined that our collection system(s) have the capacity available to transport properly the wastewater flows generated from the proposed project.

Signature

Signature

Title

Title

Entity

Entity

C. EXISTING SEWAGE TREATMENT WORKS

1. The facilities responsible for treatment of the sewage from this proposed project are owned by _____.
(Utility Company, Municipality, etc.)
2. The OPC Permit Number for this wastewater facility is _____.
3. The capacity for this wastewater treatment facility is _____.
4. The treatment type of this wastewater treatment facility is _____.
(Activated Sludge, Aerated Lagoon, etc.)
5. The present population served by the treatment facility is _____.
6. The operator in charge will be _____, who is a
Class _____ wastewater operator, holding certificate number _____.

D. CERTIFICATION FROM WASTEWATER TREATMENT ENTITY

The official responsible for the wastewater treatment facility denoted in Section C. above, that will serve the proposed project, does hereby certify that we agree to treat the wastewater flows generated from the proposed project. We also hereby certify that we have determined that our treatment facility has the capacity available to treat properly the wastewater flows generated from the proposed project.

Signature

Title

Entity

E. PROPOSED PROJECT DETAILS

1. The ultimate population to be served by this proposed project is _____.
2. The number of connections to be added are _____.
3. Per capita discharge _____ gpcd: Infiltration _____ gpcd. (Estimate, if unknown)
4. Area Served in Acres _____ Design Population Per Acre _____
5. The area water is supplied by _____

(Name and Address of Water Utility)

6. Proposed Sewage Pumping Stations

Location or Number	Units Served	Pump Capacity (gpm)	Influent Flow (gpm)	
			Avg.	Peak

F. ADDITIONAL CLEARANCES

NOTE: APPROVAL OF THIS PROJECT SHALL NOT BE GRANTED UNTIL ALL THE MDEQ PERMITS, COVERAGES, AND APPROVALS DENOTED BELOW ARE SATISFACTORILY ADDRESSED.

1. The total area of ground disturbance by clearing, grading, and excavating for utilities, roadways, lots, etc. is _____ acres.
2. For construction projects disturbing five or more acres, have you applied to MDEQ or an MDEQ approved local authority for construction stormwater permit coverage?

☐ Yes ☐ Not applicable

If not applicable, why? _____

NOTE: IF YOU ARE DISTURBING MORE THAN ONE ACRE BUT LESS THAN FIVE ACRES AFTER MARCH 10, 2003, YOU MUST FOLLOW THE REQUIREMENTS OF MDEQ'S SMALL CONSTRUCTION STORM WATER GENERAL PERMIT. ALSO, AFTER MARCH 10, 2003, IF YOU ARE IN AN AREA THAT HAS AN MDEQ APPROVED LOCAL AUTHORITY YOU MUST APPLY FOR APPROVAL FOR 1-5 ACRE CONSTRUCTION PROJECTS. SOME LOCAL AUTHORITIES MAY REQUIRE APPROVAL FOR DISTURBANCE LESS THAN ONE ACRE.

3. Have determinations/authorizations been received from the Corps of Engineers regarding the need for a Section 404 Permit, General Permit or Nationwide Permit for stream or intermittent drain crossings, stream re-routing, or for placing fill material into wetlands?

☐ Yes ☐ Pending ☐ Not applicable

If not applicable, why? _____

G. ADDITIONAL CERTIFICATIONS

We hereby certify that we are the applicants for this project, that we are familiar with the information contained in this form, and that, to the best of our knowledge and belief, such information is true, complete, and accurate.

Signature of Responsible Official for Body Making Application

Printed Name and Title of Above

I hereby certify that the engineering documents for this project were prepared by myself or under my direct supervision, that I am familiar with the information contained in this form, and that, to the best of my knowledge and belief, such information is true, complete, and accurate.

Signature of Engineer Registered Under Mississippi Laws

Typed Name and Registration Number

(Seal)

THE APPLICANTS AGREE THAT NO CHANGES IN OR DEVIATION FROM THE PLANS AND SPECIFICATIONS APPROVED BY THE OPC WILL BE MADE EXCEPT WITH THE PRIOR CONSENT AND APPROVAL OF THE OPC.

COMMENTS: _____

FOR OPC USE ONLY AGENCY INTEREST NO. _____ PLANS NO. _____ COVERAGE NO. _____
--

**COASTAL COUNTY UTILITY AUTHORITY ENVIRONMENTAL CLEARANCE
FORM TO THE MISSISSIPPI OFFICE OF POLLUTION CONTROL**

This form is required to be completed and submitted to the Mississippi Office of Pollution Control for all proposed projects applying for wastewater approval or construction stormwater coverage in the following counties: Hancock, Harrison, Jackson, Pearl River, and Stone.

PROJECT NAME: _____

ENTITY MAKING APPLICATION: _____

RESPONSIBLE OFFICIAL: _____

COUNTY WHERE PROJECT IS LOCATED: _____

The portions below are to be completed by the appropriate County Utility Authority(CUA)

1. Is this project consistent with the requirements of the CUA?

☐ Yes ☐ No

2. Is this project connecting to a facility funded by Community Development Block Grant (CDBG) funds under the Mississippi Gulf Region Water and Wastewater Plan?

☐ Yes ☐ No

If yes, complete Item 3.; if no, skip Item 3.

3. Has this project been coordinated with the U.S. Fish and Wildlife Service to identify the need for a Section 7 consultation for impacts to threatened and/or endangered species?

☐ Yes ☐ No

If yes, a copy of the consultation clearance letter from the U.S. Fish and Wildlife Service must be attached to this form. If no, this project can not be considered by the Office of Pollution Control.

I hereby certify that I am the official responsible with the _____ County Utility Authority in these matters, that I am familiar with the information contained in this form, and that, to the best of my knowledge and belief, such information is true, complete, and accurate.

Signature

Title

Date

Entity

Submit only upon request from MDEQ



SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

GENERAL NPDES PERMIT MSR15 ____ (Number to be assigned by MDEQ if submitted)

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-17), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

PROJECT INFORMATION

OWNER CONTACT PERSON:

Nick Fountain

OWNER COMPANY NAME:

24 Hour Storage, LLC

OWNER STREET (P.O. BOX):

13334 Seaway Road Ste. 201

OWNER CITY:

Gulfport

STATE: MS

ZIP: 39503

OWNER PHONE # (INCLUDE AREA CODE):

228-860-8812

OPERATOR (if different from owner) CONTACT PERSON:

OPERATOR COMPANY:

OPERATOR STREET (P.O. BOX):

OPERATOR

CITY:

STATE: _____

ZIP: _____

OPERATORPHONE # (INCLUDE AREA CODE):

PROJECT NAME: Harper Grove Townhomes

DESCRIPTION OF CONSTRUCTION ACTIVITY: Clearing, striping, earthwork, drainage, utilities, paving, and permanent erosion control.

ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres): 2.17

PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):

STREET: 0 Groveland Road

CITY: Ocean Springs

COUNTY: Jackson

ZIP: 39565

NEAREST NAMED RECEIVING STREAM: Heron Bayou

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature¹

Date Signed

04/04/2024

Printed Name

Title

Project Engineer

¹This application shall be signed according to the Small Construction General Permit, ACT10, T-4.

If requested, please submit this form to:

Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225