



**PLANNING COMMISSION MEETING AGENDA
CITY OF OCEAN SPRINGS
PLANNING COMMISSION
TUESDAY, JUNE 11, 2024 - 6:00 PM**

1. Call Meeting to Order

2. Approval of Minutes

- a. May 14th, 2024

3. Old Business - Public Hearing Items - Applicants and Public will be allotted 5 minutes each to discuss each item:

- a. Please note this was sent back to Planning Commission for further review by the Board of Alderman on 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 - Public Hearing Items - Applicants and Public will be allotted 5 minutes each to discuss each item:

- a. An ordinance amendment to Chapter 3, Section 9.4 of the Unified Development Code to modify the overlay boundaries to the Porter Avenue Overlay District.
- b. An ordinance amendment to Ordinance Number 2015-11 and Section 510 of Appendix D of the Ocean Spring Ordinance regarding permits for short-term rentals in residential areas.
- c. 322 Magnolia Avenue / PID# 61011107.000 – Doug Berry / Berry Living Trust - Short Term Rental Permit.
- d. 613 Ward Avenue / PID# 60130210.050 – Jill Taylor - Short Term Rental Permit
- e. 1212 Porter / PID# 61430007.000 – Marcus & Vicki Mauney - Short Term Rental Permit
- f. 114 Ethel Circle, Unit #3 / 612750040.000 – Roger & Rebecca Mathis - Short Term Rental Permit

5. General Public Comment

6. Commissioner's Forum

7. Adjourn

The Minutes of the City of Ocean Springs

Planning Commission

May 14, 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, May 14, 2024. Members present were Matthew Hinton, Marshall Johnson, Kevin O'Connell, Joseph McCormick. Joey Conwill and Michael Davis joined via call. Also present were Carter Thompson, Community Development Director Planning, Planning Assistant Samantha Pauls, and City Attorney Will Norman.

2. Approval of Minutes

- a. April 9th, 2024 - A motion was made by Kevin O'Connell and seconded by Marshall Johnson to accept the minutes as submitted. The motion passed unanimously.

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)

A motion was made by Matthew Hinton, seconded by Joseph McCormik, to go into public hearing. The motion passed unanimously. Donovan Scruggs spoke on behalf of Russell Rayborn and presented a PowerPoint slideshow, stating his case. City Attorney, Will Norman, called the board for a motion to go into Executive Session to discuss potential litigation, approved by Mathew Hinton and seconded by Kevin O'Connell. A motion was made to resume the public hearing from executive session where no action was taken, by Mathew Hinton, seconded by Kevin O'Connell. Harly Klien, who lives beside the presented lot, spoke his opposition to the case. Donovan rebutted. Motion to close public hearing made by Kevin O'Connell, seconded by Joseph McCormik. The motion passed unanimously. A motion to table for re-advertisement was made by Kevin O'Connell, seconded by Joseph McCormik. The motion passed 4-2, with Joey Conwill and Michael Davis opposed.

4. New Business:

- 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.

A motion was made by Joseph McCormick, seconded by Marshall Johnson, to go into public hearing. The motion passed unanimously. Nick Fountian presented his case. A motion was made by Mathew Hinton, seconded by Joey Conwill to close public hearing. The motion passed unanimously. A motion to approve the preliminary plat was made by Kevin O'Connell, seconded by Marshall Johnson, if the staff comments in the report are met and a warranty bond put in place for the sidewalks. The motion passed unanimously.

5. General Public Comment

Chris Hase stood up to speak about his on-going application with the planning department. Harly Klien, who also lives beside the property Chris Hayes presented, opposes this idea.

6. Commissioner's Forum

Kevin O'Connell discussed how he feels like the UDC needs to be updated to have more clarification on commercial properties and the standards. Andy Phelan agreed and for him to get with the Planning Department on the matter.

7. Adjourn

A motion was made by Matthew Hinton, seconded by Joseph McCormick 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:

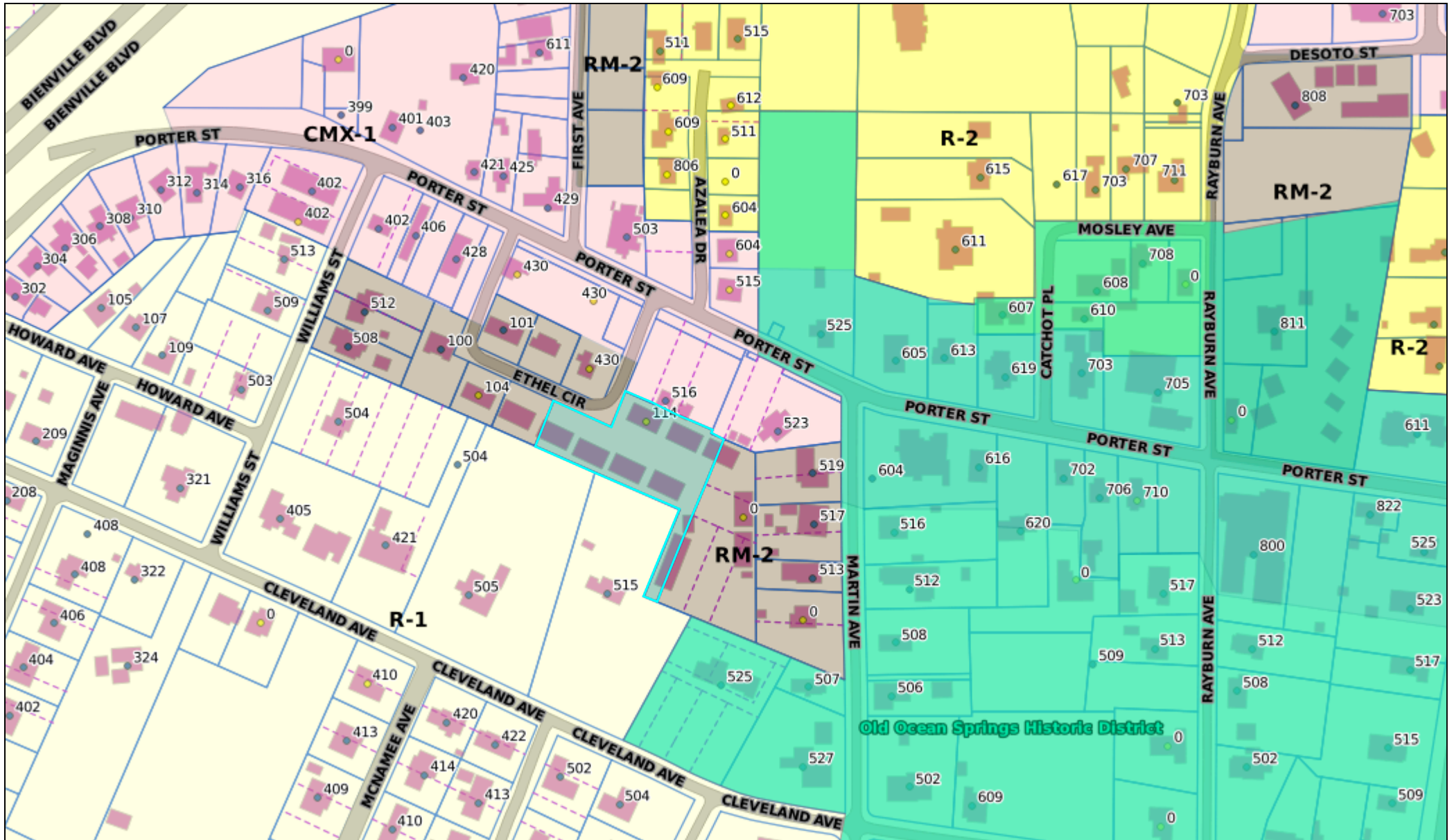
Alderman Burgess	_____
Alderman Authement	_____
Alderman Wade	_____
Alderman Papania	_____
Alderman Blackman	_____
Alderman Impey	_____
Alderman Cox	_____

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

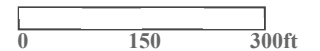
Mayor

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.*

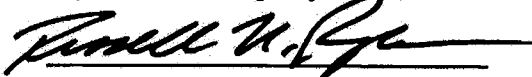
There has been a recent uptick of the need for short term rentals, therefore we are requesting the zoning of the subject property to be changed from RM-2 to CMX-1 to allow for short term rentals.

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



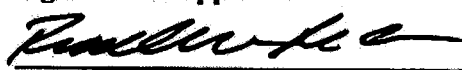
Russell N. Rayburn

Print name

2/26/24

Date

Signature of Applicant

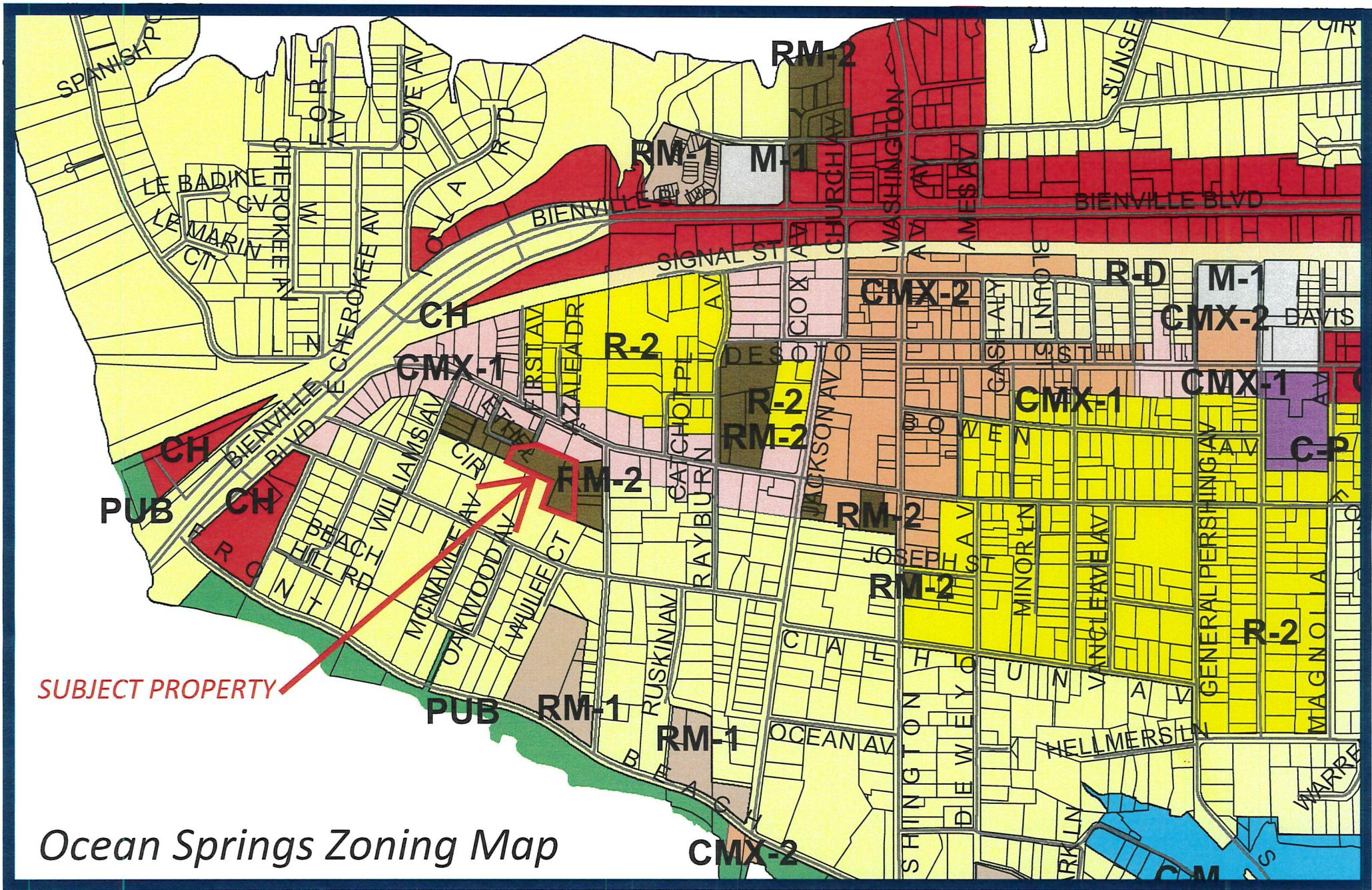


Russell N. Rayburn

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

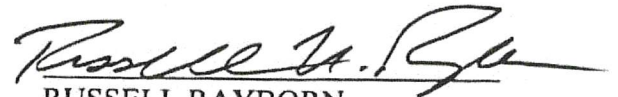
Prepared by:

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Post Office Box 1925
Biloxi, MS 39533
(228) 374-2313

STATE OF MISSISSIPPI
COUNTY OF JACKSON

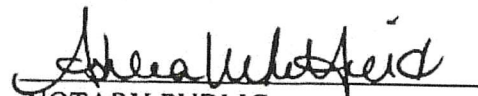
ACKNOWLEDGMENT

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




NOTARY PUBLIC

My Commission Expires

April 2, 2025



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 AND PLANNING
POST OFFICE BOX 1800 – OCEAN SPRINGS, MS 39566-1800
228-875-4415

PLANNING COMMISSION REPORT

MEETING DATE: Tuesday, June 11, 2024

SUBJECT: **DRAFT ORDINANCE:** Consideration of an Amendment to the Unified Development Code for the City Of Ocean Springs, Mississippi; Amending the Following Section: Chapter 3 (Zoning Districts, Building Types And Uses), Section 3.9.2 (Overlay Zoning Districts – Porter Avenue Corridor)

This modification addresses the existing PORTER AVENUE CORRIDOR overlay as described in Section 3.9.2. Just to the south of the described overlay is an area of parcels zoned as RM-2: Multi-Family Dwellings. This zoning district also allows for very limited commercial activity such as housing services for the elderly; rental and leasing; non-alcoholic coffee, snack, juice bar; personal services, and health/human services not elsewhere listed.

This modification serves to include a portion of these parcels to ensure that any future development maintains the aesthetics outlined in the current overlay.

Summary of Changes:

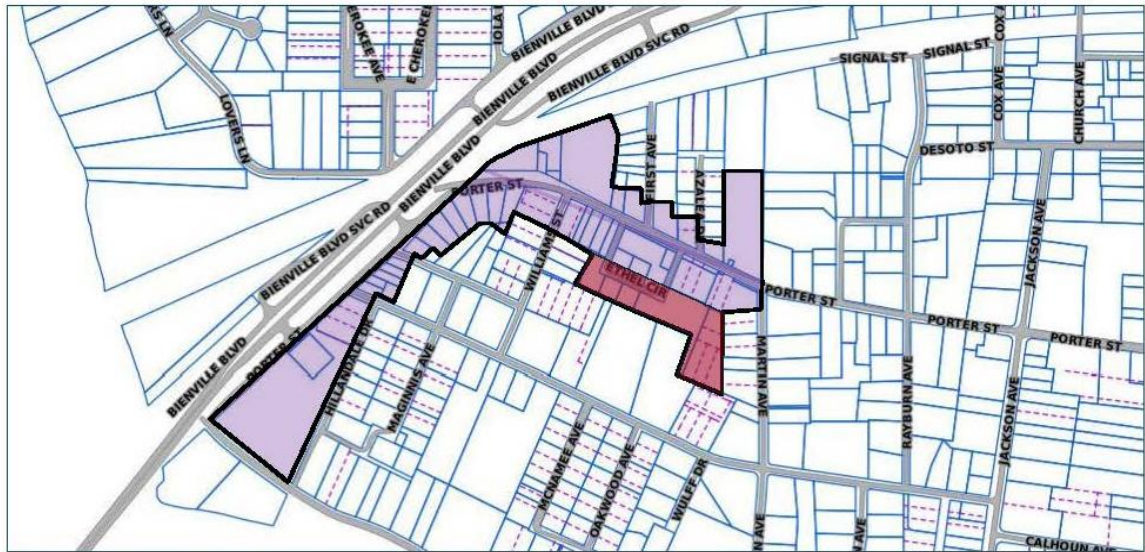
The changes relate to the boundaries of the Porter Avenue Corridor overlay district and are shown as **red-bold-underlined** text.

3.9.4 Porter Avenue Corridor

- A. Purpose: Porter Avenue represents one of the most visible and underdeveloped areas within historic Ocean Springs, located south and extending east from Bienville Boulevard's (Highway 90) entry into Ocean Springs, one lot deep on both sides of Porter Avenue between Front Beach on the west and to Martin Avenue to the east, **and including properties that meet the following criteria: 1) designated as zoning district RM-2, 2) constructed prior to May 2024, and 3) adjacent to Ethel Circle. These properties are** as shown in the Porter Avenue Redevelopment District map.

*The additional areas are shaded **red** and the current parcels are shaded **purple**.*

B. Figure 3.3: Porter Avenue District



D. Buildings

1. Building Types. In order to reinforce the definition of the public realm through building mass and orientation towards the street, the following building-types are allowed: Single-Family Detached; Duplex; Townhouse; Live-work; Mixed Use; and Small Commercial. More details on these building types are provided in Definitions.
2. Orientation. The front building façade and primary entrance **for parcels with a Porter Avenue street address** must face Porter Avenue.
3. Porches. All primary buildings shall have at least one elevated porch, awning, enlarged building overhang or similar treatment to the front façade. The porch or porches should be elevated at least 18 inches.
4. A least 50% of the front façade length shall be covered by a porch. The porch or porches must be elevated at least 18 inches.
5. Garages. Garage doors shall not be visible from Porter Avenue.

INPUT RECEIVED:

No input was received as of this memo.

PROPOSED MOTION: To recommend approval of the modifications as presented and reflected in the attached DRAFT Ordinance.

City of Ocean Springs ORDINANCE NO. 2024-xx

AN AMENDMENT TO THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF OCEAN SPRINGS, MISSISSIPPI; AMENDING THE FOLLOWING SECTION: CHAPTER 3 (ZONING DISTRICTS, BUILDING TYPES AND USES), SECTION 3.9.2 (OVERLAY ZONING DISTRICTS – PORTER AVENUE CORRIDOR)

WHEREAS, the Unified Development Code (UDC) for the City of Ocean Springs provides laws to govern development within the City; and

WHEREAS, the City of Ocean Springs currently has a Unified Development Code Chapter which regulates the layout and design of residential, commercial and mixed use land developments; and

WHEREAS, the Planning Department staff reviews the UDC for needed updates and revisions and periodically proposes amendments to address those revisions; and

WHEREAS, it is the Mayor and the Board of Aldermen's intent to improve the techniques for land development by providing more flexible approaches to the design and construction of all forms of development in all areas of the City; and

WHEREAS, the Porter Avenue Corridor as defined in the UDC has been reviewed and boundary modifications identified for implementation to further support the growth and character of the area; and

WHEREAS, the Ocean Springs Planning Department published all proper notices as required by law; and

WHEREAS, the Ocean Springs Planning Commission held a public hearing on June 11, 2024; and

WHEREAS, it is in the best interest of the City of Ocean Springs to amend the following sections as follows:

Bold, underlined text in red is added.

Chapter 3, Section 3.9.4, Porter Avenue Corridor

3.9.4 Porter Avenue Corridor

- A. Purpose: Porter Avenue represents one of the most visible and underdeveloped areas within historic Ocean Springs, located south and extending east from Bienville Boulevard's (Highway 90) entry into Ocean Springs, one lot deep on both sides of Porter Avenue between Front Beach on the west and to Martin Avenue to the east, **and including properties that meet the following criteria: 1) designated as zoning district RM-2, 2) constructed prior to May 2024, and 3) adjacent to Ethel Circle. These properties are** as shown in the **Porter Avenue Redevelopment District** map.

Figure 3.3: Porter Avenue District



- D. Buildings
1. Building Types. In order to reinforce the definition of the public realm through building mass and orientation towards the street, the following building-types are allowed: Single-Family Detached; Duplex; Townhouse; Live-work; Mixed Use; and Small Commercial. More details on these building types are provided in Definitions.
 2. Orientation. The front building façade and primary entrance **for parcels with a Porter Avenue street address** must face Porter Avenue.
 3. Porches. All primary buildings shall have at least one elevated porch, awning, enlarged building overhang or similar treatment to the front façade. The porch or porches should be elevated at least 18 inches.
 4. A least 50% of the front façade length shall be covered by a porch. The porch or porches must be elevated at least 18 inches.
 5. Garages. Garage doors shall not be visible from Porter Avenue.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, AS FOLLOWS:

SECTION 1: The findings, conclusions and statements of fact contained in the foregoing preamble and in the following sections are hereby adopted, ratified and incorporated herein.

SECTION 2: Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 3: It is hereby declared to be the intention of the Board of Aldermen that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION 4: This ordinance shall take effect according to all applicable laws and ordinances.

SECTION 5: That, upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi

SECTION 6: The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Ocean Springs, Mississippi, as an addition or amendment thereto, and appropriately renumbered to conform with the unified numbering system of the Code.

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

MAYOR

CITY CLERK

DRAFT

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

PLANNING COMMISSION REPORT

MEETING DATE: Tuesday, June 11, 2024

SUBJECT: **DRAFT ORDINANCE:** Consideration of an Amendment to the Zoning Regulations on Residential Short-Term Rentals

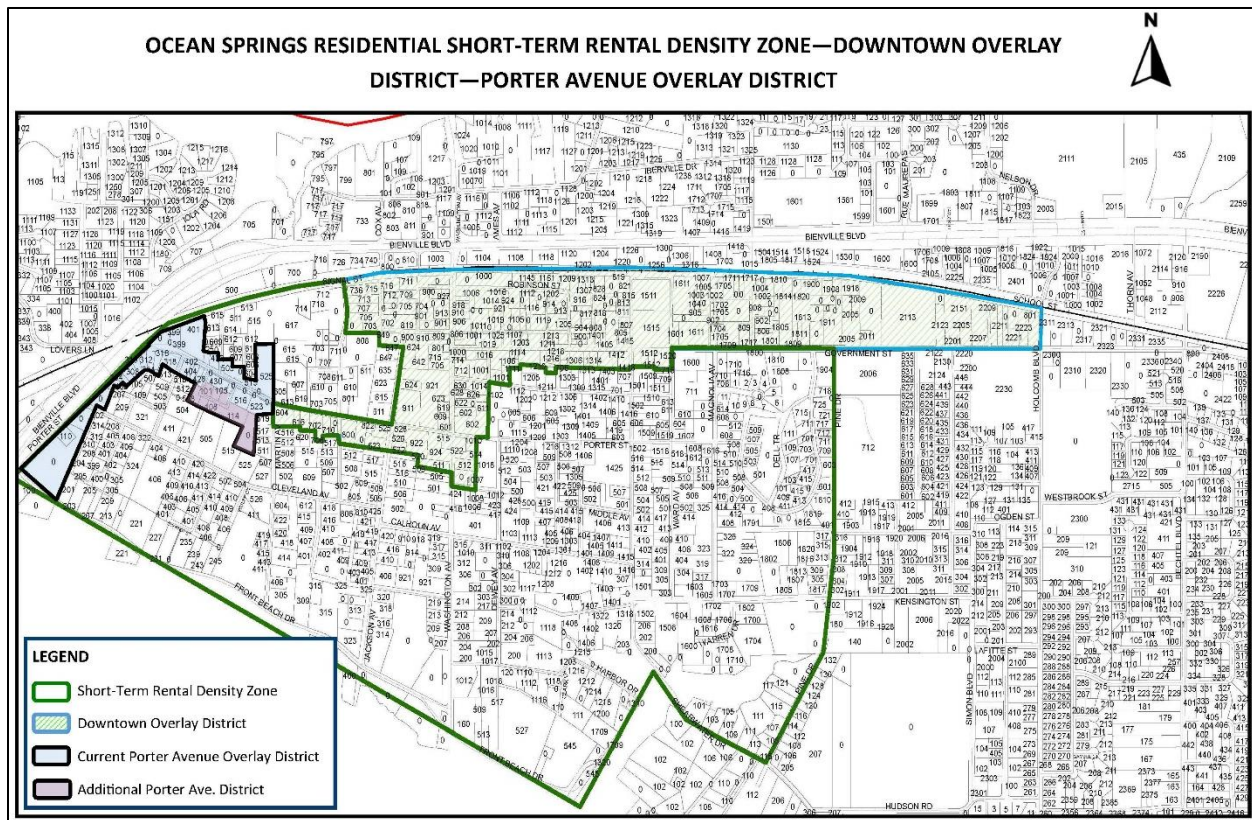
The proposed modifications will address residentially-zoned properties in the Porter Avenue Corridor Overlay District in the same manner as allowed for residentially-zoned properties in the Downtown Overlay District. The STR modifications approved by the Board on May 16, 2023 that included removing these properties from both the appropriate STR cap and the requirement of a public hearing.

Summary of Changes:

The following sections will be modified to achieve the above change in the treatment of residentially-zoned properties within the Porter Avenue Corridor Overlay District. New verbiage is denoted with **red-bold-underlined** text. Verbiage to be removed is denoted as ~~**bold-strikethrough-green**~~ text.

- **501(a)** – STR Density Zone: The defined area located in the western portion of the City Limits bounded by the CSX Railroad line on the north; Porter Avenue on the west; Front Beach Drive on the south, Harbor Drive, Inner Harbor, and Pine Drive on the east – excluding the existing Downtown Overlay District as identified in Section 3.9.5 of the Unified Development Code **and the Porter Avenue Overlay District as identified in Section 3.9.4 of the Unified Development Code**. A map illustrating ~~**both**~~ the DENSITY ZONE ~~**and the**~~, **the** DOWNTOWN OVERLAY District, **and the PORTER AVENUE OVERLAY District** is included as Exhibit A.

The graphic is also shown below. See the draft ordinance for a larger version.



- **510(b)(10)** - The total number of permits issued for residential short-term rental units shall be based on the following:

a. Properties located in the STR DENSITY ZONE as defined in Section 510(a) will not exceed 55 (fifty-five) short-term rental permits at any given time.

b. Properties located in the existing PORTER AVENUE CORRIDOR OVERLAY District as defined in the Unified Development Code, Section 3.9.4 will be excluded from any cap restrictions and any public hearing requirements.

c. Properties located in the existing DOWNTOWN OVERLAY District as defined in the Unified Development Code, Section 3.9.5 will be excluded from any cap restrictions and any public hearing requirements.

d. Properties located within the city limits but not included in the above referenced STR DENSITY ZONE or the DOWNTOWN OVERLAY District, or the PORTER AVENUE CORRIDOR OVERLAY District will not exceed sixty (60) short-term rentals at any given time.

INPUT RECEIVED:

No input was received as of this memo.

PROPOSED MOTION: To recommend approval of the modifications as presented and reflected in the attached DRAFT Ordinance.

City of Ocean Springs

ORDINANCE NO. 2024-xx

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-11 AND SECTION 510 OF
APPENDIX D OF THE OCEAN SPRINGS CODE OF ORDINANCES
REGARDING PERMITS FOR SHORT-TERM RENTALS IN RESIDENTIAL AREAS**

WHEREAS, Ordinance 2015-11 was passed July 7, 2015 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2018-02 was passed February 20, 2018 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2019-19 was passed December 19, 2019 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2021-25 was passed December 7, 2021 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, Ordinance 2023-07 was passed May 16, 2023 and was codified in Section 510 of Appendix D of the Ocean Springs Code of Ordinances; and

WHEREAS, the initial ordinances stated that the City shall review the Ordinance annually to evaluate the benefits recognized by the use of Short Term Rentals, as well as, any adverse impact the use of Short Term Rentals may have; and

WHEREAS, the Planning Commission conducted said hearing on June 11, 2024; and

WHEREAS, the Planning Commission recommended modifications to the existing code for Short Term Rentals.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF
ALDERMEN of the City of Ocean Springs, Mississippi, as follows:

SECTION I

That Section 510(a) *Definition* of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

501(a) – STR Density Zone: The defined area located in the western portion of the City Limits bounded by the CSX Railroad line on the north; Porter Avenue on the west; Front Beach Drive on the south, Harbor Drive, Inner Harbor, and Pine Drive on the east – excluding the existing Downtown Overlay District as identified in Section 3.9.5 of the Unified Development Code **and the Porter Avenue Overlay District as identified in Section 3.9.4 of the Unified Development Code.** A map illustrating ~~both~~ the DENSITY ZONE ~~and the~~, the DOWNTOWN OVERLAY District, **and the PORTER AVENUE OVERLAY District** is included as Exhibit A.

SECTION II

That Section 510(b)(10) Permit Required of the Code of Ordinances, City of Ocean Springs, Mississippi, is hereby amended to read as follows:

510(b)(10) – The total number of permits issued for residential short-term rental units shall be based on the following:

- a. Properties located in the STR DENSITY ZONE as defined in Section 510(a) will not exceed 55 (fifty-five) short-term rental permits at any given time.
- b. **Properties located in the existing PORTER AVENUE CORRIDOR OVERLAY District as defined in the Unified Development Code, Section 3.9.4 will be excluded from any cap restrictions and any public hearing requirements.**
- ~~c.~~ b. Properties located in the existing DOWNTOWN OVERLAY District as defined in the Unified Development Code, Section 3.9.5 will be excluded from any cap restrictions and any public hearing requirements.
- ~~d.~~ e. Properties located within the city limits but not included in the above referenced STR DENSITY ZONE ~~or~~, the DOWNTOWN OVERLAY District, **or the PORTER AVENUE CORRIDOR OVERLAY District** will not exceed sixty (60) short-term rentals at any given time.

SECTION III

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION IV

It is hereby declared to be the intention of the Board of Aldermen that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or

otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION V

This Ordinance shall take effect in the manner prescribed by law.

SECTION VI

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi, and published in the manner prescribed by law.

SECTION VII

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Ocean Springs, Mississippi, as an addition or amendment thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

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

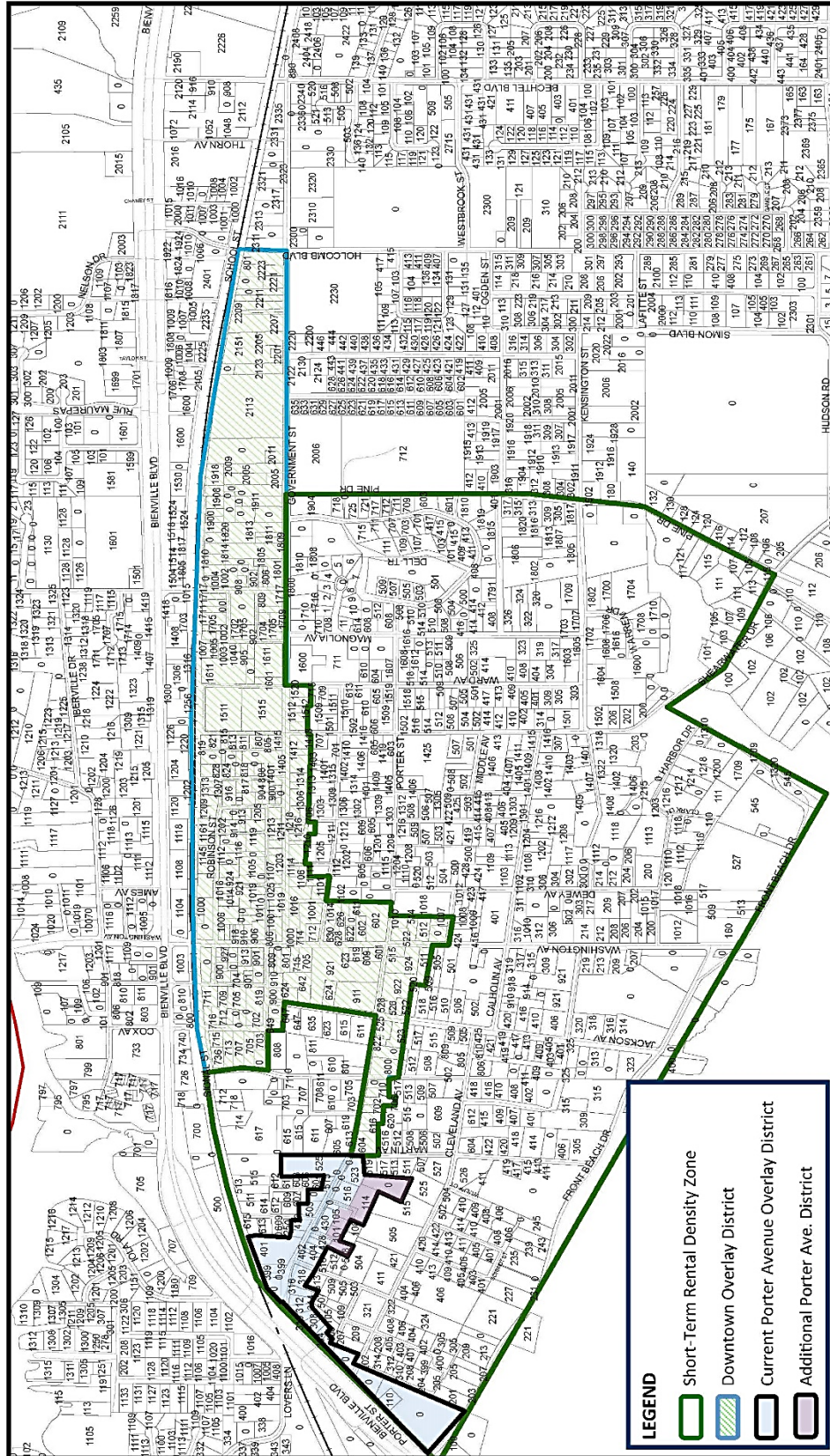
MAYOR

CITY CLERK

EXHIBIT A



OCEAN SPRINGS RESIDENTIAL SHORT-TERM RENTAL DENSITY ZONE—DOWNTOWN OVERLAY DISTRICT—PORTER AVENUE OVERLAY DISTRICT



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: Tuesday, June 11, 2024

APPLICANT: Doug Berry / Berry Living Trust

LOCATION: 322 Magnolia Avenue / PID: 61011107.000

REQUESTED ACTION: Residential Short Term Rental Permit

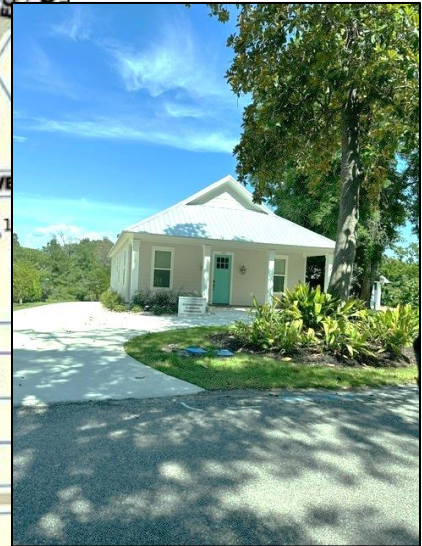
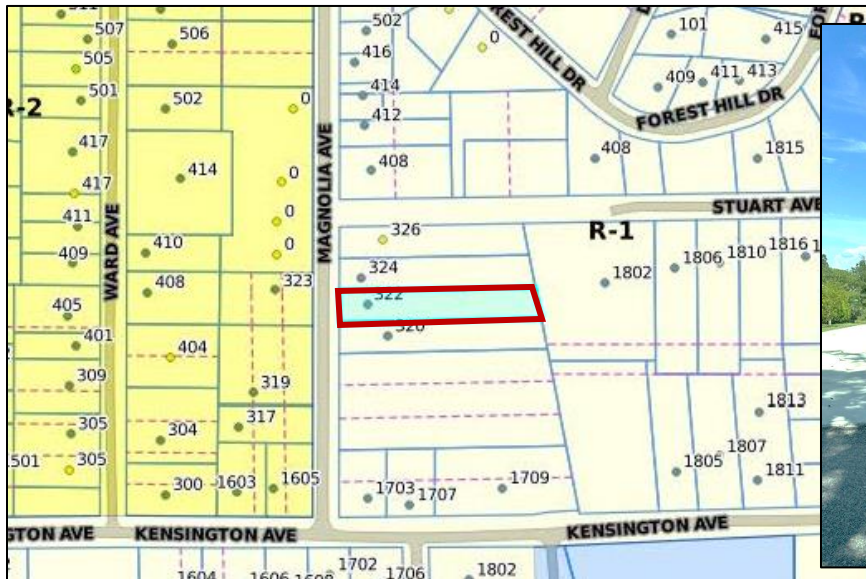
DATE OF APPLICATION: May 9, 2024

ADJACENT ZONING/LAND USE:

Subject Property:	R-1, Single-Family Residential District
North, East, South:	R-1, Single-Family Residential District
West:	R-2, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property located in the DENSITY Zone Area, on the east side of Magnolia, north of Kensington.



FINDINGS:

- **Local Property Manager:** The local property manager resides on Windwood Drive, satisfying the requirement to be located within 2-miles of the city limit.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 58 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 5/15/24 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 8 was approved by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 6 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

None received at the time of this memo.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:



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

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: MAY 9, 2024

REQUIRED ATTACHMENTS:

FEES: \$501 ~ Application Fee Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee: \$1.00** (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan – Sketch
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPERTY INFORMATION:

- Address of Rental Property: 322 Magnolia Ave., Ocean Springs, MS 39564
- Parcel Identification Number: 6-10-11-107 Number of bedrooms: 3
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 8
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: <u>Kenny Foreman</u>	
Address: <u>3033 Wind Wood Dr, Ocean Springs, MS 39564</u>	
Phone No. <u>228-327-8157</u>	Email: <u>foremanenterprises@outlook.com</u>
OWNER SIGNATURE: <u>[Signature]</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Berry Living Trust - Doug Berry</u>	
Address: <u>117 Swallow Dr.</u>	
Phone No. <u>601-832-5070</u>	Email: <u>doug@dougberry.biz</u>
Is the Property Manager OR the Owner the best contact for scheduling Inspections? <u>Choose One...</u>	

Revised 06/16/2023

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Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: JB (initials) Copy of Ordinance 2019-19 Received: JB
Copy of Ordinance 2018-02 Received: JB (initials) Copy of Ordinance 2021-25 Received: JB
Copy of Ordinance 2023-07 Received: JB (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/Regulations

I, (print name) Doug Berry, 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 parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

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

Owner(s) Name: Doug Berry

Parcel ID(s): 6-10-11-107.000

Date Property Acquired: May 9, 2024

Owner's Signature DC Berry Date May 9, 2024

Office Use Only

Date of Inspection: 5/15/24 Result of Occupancy Inspection: PASSED
Maximum Occupancy Determination: 8 (attached)
Maximum Parking Spaces: 6 Permit Renewal Date: _____
PC Public Hearing Date: 6/11/24 BOA Approval Date: _____

Revised 06/16/2023

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ADDRESS: 322 Magnolia iWorQ Permit#: 4312



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.
- ☒ Identified # of Bedrooms: 3
- ☒ Proposed # of Guests: 8

Approved # of Guests per OSFD: 8

- ☒ Proposed # of vehicles: 6

Approved # of vehicles per OSFD: 6

Property Owner: Doug Berry / Berry Living Trust Phone #: 601-832-5070
Contact Name: Kenny Foreman Phone #: 228-327-8157

.....
Date of Inspection: 15-MAY-2021

COMMENTS: ADD ESCAPE / ADDED FOR MASTER BEDROOM

☒ **PASSED**

Building Official: [Signature]
Property Owner: [Signature]

Fire Marshall: [Signature]

PUBLIC HEARING NOTICE

Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a public hearing on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 322 Magnolia Avenue

Public Hearing Date/Time: Tuesday, June 11, 2024 @ 6:00 pm

Applicant Doug Berry

Local Contact Kenny Foreman

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, December 17, 2019, December 7, 2021, and May 16, 2023. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager **MUST** reside or have their business physically located within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.
- 7) ***How will the maximum occupancy and number of vehicles be established?*** During the physical inspection, the Building Official and Fire Inspector assess the availability of space including sleeping areas and space for off-street parking. These maximums will be established prior to the public hearing and can be enforced during operation of the rental.
- 8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
Complaint Contact Information:
 - a. Police: 228-875-2211 – noise, trespassing, other criminal activity
 - b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
 - c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564
- 9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.
- 10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
- 11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.
- 12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.
- 13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with filed covenants indicate that there are covenants in place. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415.
- 14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.
- 15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

STATE OF MISSISSIPPI
COUNTY OF JACKSON

322 MAGNOLIA AVENUE
SHORT TERM LEASE
AGREEMENT

THIS LEASE AGREEMENT made and entered into on this the day of _____, by and between Pursuit Properties LLC party of the first part, hereinafter referred to as the LESSOR, and _____ parties of the second part, hereinafter referred to as the LESSEE, to-wit:

I

The LESSOR does hereby let and lease unto the LESSEE that certain property being described as: 322 Magnolia Avenue, Ocean Springs, MS 39564.

II

PERIOD OF LEASE. It is understood and agreed that this Lease Agreement shall commence on 4:00 PM on the _____ of _____, 2024, and shall continue until 10:00 AM on the _____ of _____, 2024, unless terminated sooner by mutual agreement of the parties hereto or as otherwise provided herein.

III.

RENTAL PAYMENT. It is understood and agreed that the rent to be paid by the LESSEE to the LESSOR shall be the sum of \$ _____, which shall be paid in full prior to the rent commencement date described above.

The Rental Payment is due upon the signing of this lease, if said lease is signed within 2 months of the rent commencement date. If this lease is signed for more than 2 months prior to the rent commencement date, the total sum is due 2 months prior to the rent commencement date. Lessee may cancel the reservation at any time, by written notice; however, Refund policy for cancellations:

- a. Cancel greater than 30 days for a full refund**
- b. Cancel within 30-15 days for 80% refund**
- c. Cancel within 14-10 days for 50% refund**
- d. Cancel less than 10 days = no refund**

IV

USE OF PREMISES. It is expressly understood and agreed that the subject property shall be used by the Lessee for a private residential purpose and shall not be used for any other purpose without the written consent of the LESSOR herein. The Lessee further understands that the maximum number of adult overnight guests that can be present on the subject property is eight(8).

1

The Lessee further acknowledges and agrees that the premises will be used solely for lawful purposes. SMOKING AND PETS ARE NOT ALLOWED ON THE PREMISES. The LESSEE shall comply with all applicable laws, rules and regulations pertaining to the use and occupancy thereof and shall permit no unlawful activity to be conducted therein or thereupon and shall not permit any excessive or unusual noise or other activity which would constitute a nuisance to nearby neighbors and shall maintain the premises in a neat, orderly, and safe condition, both inside and outside. Upon any violation of this paragraph, Lessor shall have the right to immediately cancel this Lease. There will be a house inspection upon your departure. If there is any evidence of smoking in the house, you will be notified of an extra \$300 for cleaning. If there is any substantial damage to the house due to smoke, burn marks of any kind, etc.. Pursuit Properties LLC reserves the right to bill you for excess costs related to those damages (replacing countertops, furniture, etc...)

V

REPAIRS AND ALTERATIONS. It is understood and agreed that the LESSEE shall make no alterations or structural changes to said premises. It is understood and agreed that the premises and fixtures shall be maintained in as good condition as when received by the LESSEE. It is understood and agreed that the LESSEE will not place equipment or fixtures on the premises that will damage or cause damage to said premises.

VI.

LIABILITY WAIVER.

- A. PERSONAL PROPERTY: Lessor shall not be liable for any loss or damage.
to personal property belonging to Lessee, or Lessee's invitees or guests. Lessee hereby indemnifies Lessor from such loss or damage.

Initial

B. PERSONAL INJURY: Lessor shall not be liable for any personal injuries sustained by Lessee, or any of Lessee's guests, family members, or invitees, regardless how such injuries may occur. Lessee hereby indemnifies and holds Lessor harmless as to any and all such injuries.

Initial

VII

HAZARD INSURANCE. LESSEE may maintain any and all insurance as desired.

LESSEE understands that they may acquire different types of insurance, which includes, but is not limited to: hazard insurance, liability insurance, personal property insurance, and travel insurance. Lessee hereby holds Lessor harmless as to any liability related to Lessee's failure to obtain the aforementioned insurances.

VIII

DEPOSITS AND OTHER EXPENSES. LESSEE shall make \$300.00 security deposit at the time of the execution of this agreement. Said deposit will act as a security deposit, which will be returned to LESSEE at the end of the lease period, if the premises are returned to the LESSOR in the same condition as when tendered to the LESSEE.

IX

ASSIGNMENTS. It is understood and agreed that the LESSEE shall have no right to assign this Lease Agreement without the written consent of the LESSOR AND SHALL NOT ATTEMPT to assign or sublease any part of the property covered hereby except with the written consent of the LESSOR.

X

MAKING OF RENTAL PAYMENTS and TAXES. It is understood and agreed that any and all rental payments and other payments to be paid to the LESSOR by the LESSEE herein will be paid by the LESSEE via online invoicing. There is a 3% convenience fee for using credit cards. Fees can be avoided if paying via ACH (electronic fund transfer). Final payments will include MS Sales Tax of 7%, a county hotel bed tax of 2%, and a city hotel bed tax of 2%. (11% in taxes total).

XI

DESTRUCTION OF PREMISES. It is understood and agreed by the parties hereto that if subject premises should be damaged or destroyed by fire, windstorm, or other peril so that said improvements are not reasonably and economically repairable, the obligations of the parties hereto shall immediately terminate. The decision as to whether the premises are repairable shall be solely at the discretion of the LESSOR. If the LESSOR elects to repair said buildings, the rent shall be terminated until such premises are ready for occupancy after being restored and if the premises are partially destroyed, it is understood and agreed that the rent shall be pro-rated during the time of such restoration, such rent to be based upon the usable space available to the LESSEE.

XII

EVACUATION OF THE PREMISES FOR TROPICAL SYSTEMS: It is understood and agreed that the Lessor has the right to cancel this lease in the event a tropical weather system is threatening the subject property. This decision is to be made solely per the discretion of the Lessor. In the event the Lessor cancels this lease, the Lessee will be entitled to a refund of the rent, based on the pro-rata portion of the lease term not used.

XIII.

RIGHT OF RE-ENTRY. It is understood and agreed that in the event of any breach of this Lease Agreement by the LESSEE, either for non-payment of rent or otherwise, the LESSOR, in addition to the other remedies available at law, shall have the right to immediate re-entry and may remove any and all persons and/or property from the premises. Any and all reasonable expenses incurred by the LESSOR in connection with such re-entry and/or removal of persons or property and/or storage of such property shall be paid by the LESSEE and the LESSOR shall have the immediate right of possession to subject property, including the right to re-lease same at LESSOR'S option.

Lessee shall permit the Landlord or its agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

XI

DEFAULT. The parties herein understand and agree that if the LESSEE defaults in any of the terms and conditions of this agreement, including the payment of the rent provided herein, and remain in default after notice of such default to the LESSEE in writing (which includes texts or emails), said lease shall forthwith terminate and the LESSOR shall be entitled to the immediate possession of said premises. It is further understood and agreed that in the event of default, the entire balance of rental due under the term of said lease shall be forthwith due and payable, and

the LESSOR shall be entitled to maintain suit for the entire balance of rental due hereunder and any other damages which may have accrued because of the default of the LESSEE in the provisions of this agreement. It is further understood and agreed that if the LESSEE defaults and it is necessary to place the matter in the hands of an attorney, LESSOR shall be entitled to recover from the LESSEE reasonable attorney's fees because of such default.

Any violation of the above rules will result in a forfeiture of the deposit, plus additional charges for professional services to restore the condition of the property. A complete list of the rules is also at the end of this agreement.

XV

EXPIRATION OF LEASE TERM. It is understood and agreed that at the expiration of the said term, LESSEE will quit and surrender the premises hereby demised in as good state and condition as received, reasonable wear and tear excepted.

XVI

LAWFUL USE. It is understood and agreed that the LESSEE will comply with all lawful requirements of the State of Mississippi, the City of Ocean Springs, the police and fire departments, municipal and other authorities respecting the manner in which it uses the leased premises.

XVII

SUCCESSOR PARTIES. It is understood and agreed that this contract shall be binding upon and inure to the benefit of the heirs-at-law of the parties hereto.

XVIII

MISCELLANEOUS. The covenants and agreements contained in this Lease Agreement are interdependent and are binding on the parties hereto and their legal representatives, and the provisions hereof constitute the entire agreement between the parties.

NOTICE. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be sent via email/text message at:

If to
LESSOR:

VincentGBurke@gmail.com or text message to 228-238-8314

If to LESSEE:

WITNESS OUR SIGNATURES on this the ____ day of _____, 20_____.

LESSOR:

Pursuit Properties LLC (sign here): _____

By: Vincent G. Burke
Its: Owner

LESSEE:

Sign Here: _____

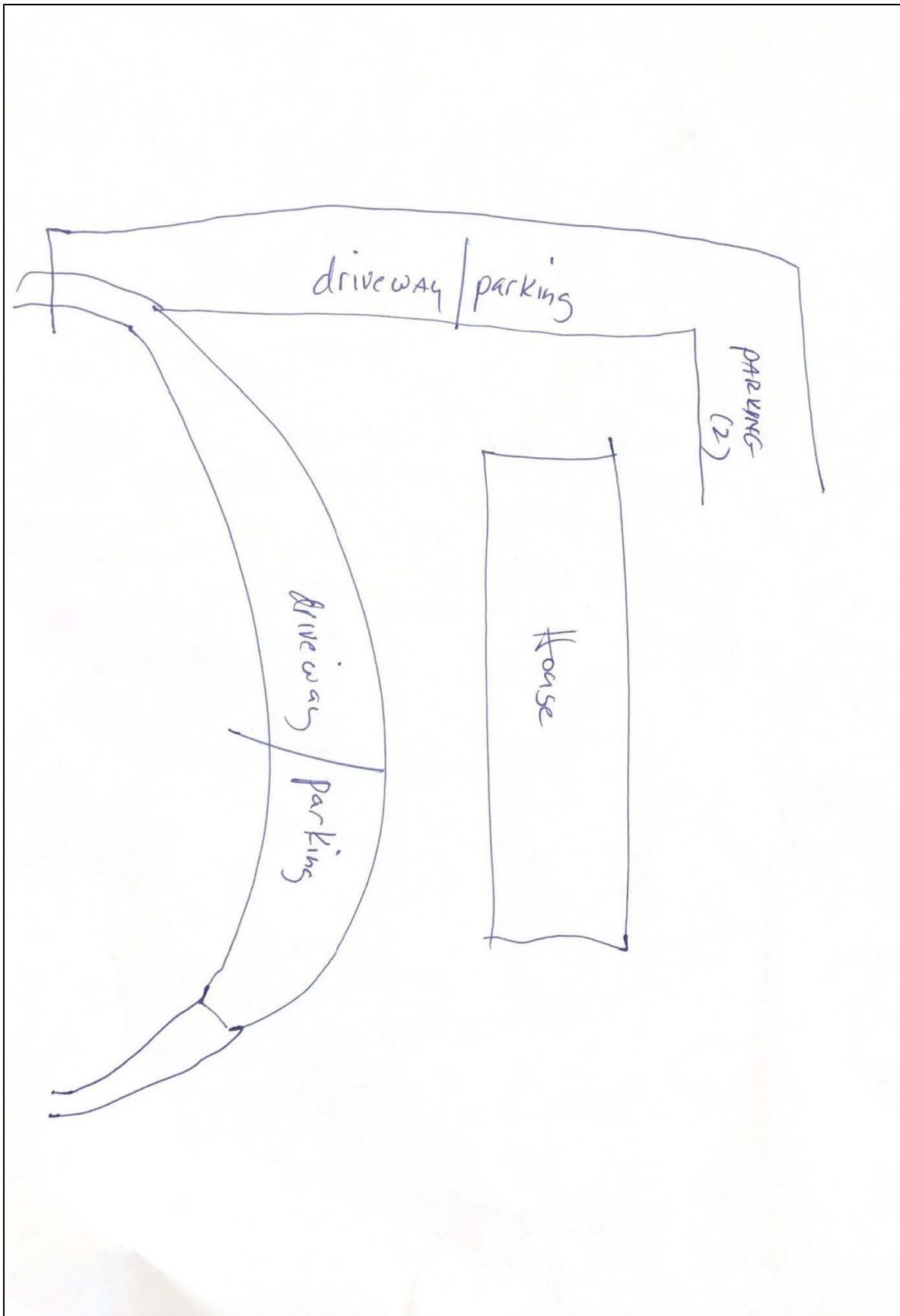
Pring Name Here: _____

322 Magnolia Avenue
RULES OF THE HOUSE

1. **No smoking inside the house.** Use receptacles provided outside for ashes and cigarette butts.
2. No Pets
3. Please do not burn any candles
4. Quiet time after 11:00pm - we like our neighbors! PLEASE REFER TO THE CITY'S NOISE ORDINANCE (2012-04) REGARDING NOISE LOCATED IN THE BINDER ON THE ISLAND IN THE KITCHEN
5. No large parties (please note the house sleeps 8)
6. **DO NOT LEAVE FOOD OR TRASH OUTSIDE** or you will wake up to raccoons on the porch
7. Check-in time is 4:00 PM and check out is at 10:00 AM

8. Self check-in with keypad- code will be texted to you prior to your arrival. You can only enter through the front door with the code. All other entrances can be unlocked once you are in. Please lock all doors when you leave.
9. All guests must be included in your reservation. You will be charged double the rate of any additional guest(s) for each guest not included in your reservation. The maximum number of overnight guests in our home at one time is 8.
10. Surveillance or recording devices on property - We have cameras on the exterior of the building.
11. 2 night minimum stay
12. If you break something, we understand things happen; however, please text 228-238-8314 or email VincentGBurke@gmail.com to report the breakage so the item can be replaced.
13. Please use the provided makeup remover wipes. Do NOT use the white towels for makeup.
14. TRASH:
 - a. Please place trash in the outside receptacle located behind the house.
 - b. You likely want to take the trash out during the day and not at night.
 - c. PLEASE take the trash to the curb on Tuesday evenings for Wednesday trash service.
15. Parking Plan:
 - a. Three cars can park in the circular driveway in front of the home.
 - b. Three cars can park behind the home next to the back patio. (Maximum overnight parking for this rental is 6 as described).
- 16. WHEN LEAVING YOU MUST DO THE FOLLOWING. ANY ITEMS THAT ARE NOT COMPLETED AND REQUIRE EXTRA CLEANING, YOU WILL BE CHARGED AN ADDITIONAL \$60 PER HOUR**
 - a. Place all linens and towels in hallway bathtub
 - b. Place all dishes in the dishwasher and run it. I'll put them away.
 - c. Fold comforters and place on same bed they were on
 - d. Remove all items from refrigerator and wipe out fridge
 - e. Take all trash outside to trash receptacle in the back of the house
 - f. Throw away (or take with you) any and all soaps, etc.. in the showers
Leave the hand soaps that were provided for you.
 - g. Take a look around- anything that is not the way you found it, please clean it before you leave.

Lessee's Signature _____



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: Tuesday, June 11, 2024

APPLICANT: Jill Taylor

LOCATION: 613 Ward Avenue / PID: 60130210.050

REQUESTED ACTION: Residential Short Term Rental Permit

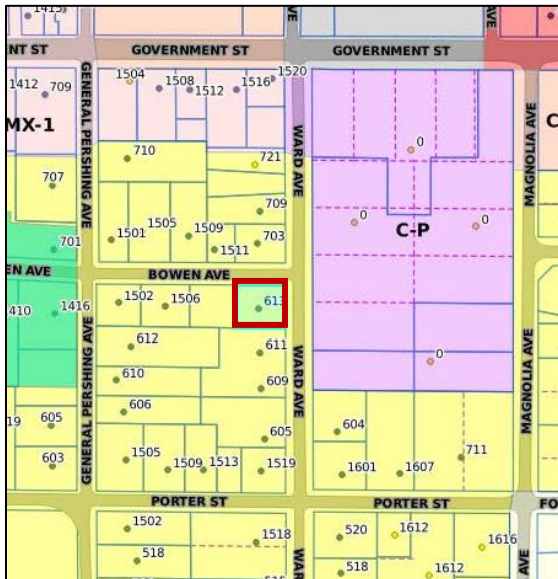
DATE OF APPLICATION: January 19, 2024

ADJACENT ZONING/LAND USE:

Subject Property:	R-2, Single-Family Residential District
North, West, South:	R-2, Single-Family Residential District
East:	C-P, Public Commercial (<i>Mary C. O'Keefe Cultural Ctr.</i>)

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property located in the DENSITY Zone Area, on the southwest corner of Ward and Bowen Avenues.



FINDINGS:

- **Local Property Manager:** The local property manager resides on Magnolia Bayou Blvd., satisfying the requirement to be located within 2-miles of the city limit.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 57 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 5/15/24 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 6 was approved by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 2 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

None received at the time of this memo.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:



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

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 1-19-24

REQUIRED ATTACHMENTS:

FEES: \$501 ~ **Application Fee** Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee:** \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☒ Completed Application
- ☒ Copy of Proposed Rental Agreement
- ☒ Proposed Parking Plan – Sketch
- ☒ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☒ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☒ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPERTY INFORMATION:

- Address of Rental Property: 613 Ward Avenue
- Parcel Identification Number: 100130210.050 Number of bedrooms: 3
- Proposed maximum # guests: 6 Number of existing off-street parking spaces: 2 + public parking across the street
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: <u>JST Property Partners LLC.</u>	
Address: <u>7 Mulberry Place, Ocean Springs, MS 39564</u>	
Phone No. <u>228-238-2440</u>	Email: <u>jill.taylor.kw@gmail.com</u>
OWNER SIGNATURE: <u>Jill S. Taylor</u> <u>Jill Taylor</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Chris Dearman</u>	
Address: <u>805 Magnolia Bayou Blvd., O.S.</u>	
Phone No. <u>847-307-1491</u>	Email: <u>christopher.dearman@gmail.com</u>
Is the Property Manager OR the Owner the best contact for scheduling Inspections? <u>Choose One...</u>	

Revised 06/16/2023

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Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: _____ (initials) Copy of Ordinance 2019-19 Received: _____
Copy of Ordinance 2018-02 Received: _____ (initials) Copy of Ordinance 2021-25 Received: _____
Copy of Ordinance 2023-07 Received: _____ (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/Regulations

I, (print name) Jill Taylor, 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 parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

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

Owner(s) Name: Jill Taylor

Parcel ID(s): 60130210.050

Date Property Acquired: 6/12/2007

Owner's Signature Jill Taylor **Date** 1-19-2024

Office Use Only

Date of Inspection: 5/15/24 Result of Occupancy Inspection: PASSED
Maximum Occupancy Determination: 6 (attached)
Maximum Parking Spaces: 2 Permit Renewal Date: _____
PC Public Hearing Date: 6/11/24 BOA Approval Date: _____

ADDRESS: 613 Ward Avenue iWorQ Permit#: 4591



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- | | |
|---|---|
| ☒ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.) | ☒ Adequate garbage receptacles |
| ☒ Emergency Lighting with battery backup | ☒ Smoke detectors in all bedrooms
and hallways. |
| ☒ Address on Building | ☒ Carbon monoxide detectors if there
is gas service. |
| ☒ Breaker Box needs to be labeled | ☒ Identified # of Bedrooms: <u>3</u> |
| ☒ Outlet and switch plate covers need to be
installed. (GFCI Circuits within 6 ft. of
water source) | ☒ Proposed # of Guests: <u>6</u> |
| ☒ No exposed wiring | Approved # of Guests per OSFD: <u>6</u> |
| ☒ Adequate emergency egress | ☒ Proposed # of vehicles: <u>2</u> |
| ☒ Operable windows in sleeping areas | Approved # of vehicles per OSFD: <u>2</u> |
| ☒ Guest rules (noise, garbage, etc.) must be
visibly posted. | |

Property Owner: Jill Taylor Phone #: 228-238-2440
Contact Name: Chris Dearman Phone #: 847-307-1491

.....
Date of Inspection: 15 MAY 2021

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature] Fire Marshall: [Signature]
Property Owner: [Signature]

PUBLIC HEARING NOTICE

Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a public hearing on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 613 Ward Avenue

Public Hearing Date/Time: Tuesday, June 11, 2024 @ 6:00 pm

Applicant Jill Taylor / JST Property Partners, LLC

Local Contact Chris Dearman

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, December 17, 2019, December 7, 2021, and May 16, 2023. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager **MUST** reside or have their business physically located within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.
- 7) ***How will the maximum occupancy and number of vehicles be established?*** During the physical inspection, the Building Official and Fire Inspector assess the availability of space including sleeping areas and space for off-street parking. These maximums will be established prior to the public hearing and can be enforced during operation of the rental.
- 8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.

Complaint Contact Information:

- a. Police: 228-875-2211 – noise, trespassing, other criminal activity
 - b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
 - c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564
- 9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.
 - 10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
 - 11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.
 - 12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.
 - 13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with filed covenants indicate that there are covenants in place. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415.
 - 14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.
 - 15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

The Lemonade Stand Lodging Policies & Rental Agreement

The Lemonade Stand is an exclusive property where every guest reservation is both important and special to us. If your travel plans change and you must cancel your reservation, please contact us at least two weeks prior to your arrival date to receive a full refund. A 50% refund will be given if cancellation is made at least one week prior. If canceling less than week, we will try to re-book the dates for you, and if so, will offer you a credit for whatever amount we get for a future stay.

Check-in begins at 4PM. Check-out 10AM. Unfortunately, due to the need of getting the home ready for the next guest visit, we usually cannot offer early check-ins or late check-outs.

All use of The Lemonade Stand amenities are at the guests own risk. Please be responsible and act safely. All disposable items in the home are for guest use, but please clean any dishes & appliances if used. Please make sure the dishwasher is emptied, and that the microwave, refrigerator, and oven are left clean and empty for next guest use as well.

Occupancy: There is to be a maximum of six (6) guests allowed to stay overnight on the property.

Trash: Please use the garbage bins outside on the side of the house for your trash upon leaving. The property manager or housekeeping will bring them to the curb on Tuesdays, for Wednesday morning pickups.

Smoking: Absolutely no smoking is allowed inside the home, but feel free to smoke on the back porch or anywhere outdoors. Please dispose of your butts safely and in an environmentally sensitive manner

Parking: Two cars can park on the driveway on the side of the home. There is no on-street parking in Ocean Springs unless explicitly stated.

Quiet Hours: We ask that our guests observe quiet hours beginning at 10pm and continuing through 9am. No loud noises or music is permitted during quiet hours. Please be considerate to our neighbors at all times. Ocean Springs has a noise ordinance (2012-4) between the hours of 11pm-8am Sunday night through Thursday night, and 11:59pm-8am Friday night through Sunday morning. Please call the city at 228-875-4415 for any further information.

Please call the city at 228-875-4415 for any further information.

Check-Out: Please leave any used towels in the tub, the linens on the bed, and lock the doors upon leaving. Have safe travels, and please leave us a favorable review if you enjoyed your stay.

Thank you for staying at The Lemonade Stand! We would love to have you return for years to come, so please contact me directly for any future visits. If things have gone smoothly for both parties during your initial stay, we most likely can offer you a discounted rate for you, friends & family for future visits.

Sincerely,

Chris Dearman
Property Manager

Booking Confirmation

Thank you for choosing **The Lemonade Stand** for your vacation! We hope that you have a pleasant stay.

Our home is located at:

**613 Ward Ave
Ocean Springs, MS 39564**

Rental Rules

CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is 10:00 A.M. CST. No Early Check-in or late checkout. This is a NO SMOKING unit.

PETS - Dogs are permitted in rental units only with prior approval. \$150 non-refundable pet fee applies covering two dogs. All pets must be leashed at all times. Pet owners are responsible for cleaning up any/all pet refuse. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees. All pets must be up to date on rabies vaccinations and all other vaccinations. Heartworm prevention is highly recommended. All pets are to be treated with Advantage or similar topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the pet owner. The cabin owners assume no responsibility for illness or injury that humans or pets may incur while on the premises.

CANCELLATIONS – please contact us at least two weeks prior to your arrival date to receive a full refund. A 50% refund will be given if the cancellation is made at least one week prior. If canceling less than week, we will try to re-book the dates for you, and if so, will offer you a credit for whatever amount we get for a future stay.

MAXIMUM OCCUPANCY – The maximum number of guests is limited to six (6) persons.

MINIMUM STAY – Minimum stays may be required during weekends, holidays, or festival weekends.

INCLUSIVE FEES – Rates include a one-time linen & towel setup. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. However, it is available at an additional rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above-mentioned policies must be approved in writing in advance.

PARKING – Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

TRASH – Please use the garbage bins outside on the side of the house for your trash upon leaving. The property manager or housekeeping will bring them to the curb on Mondays, for Tuesday morning pickups.

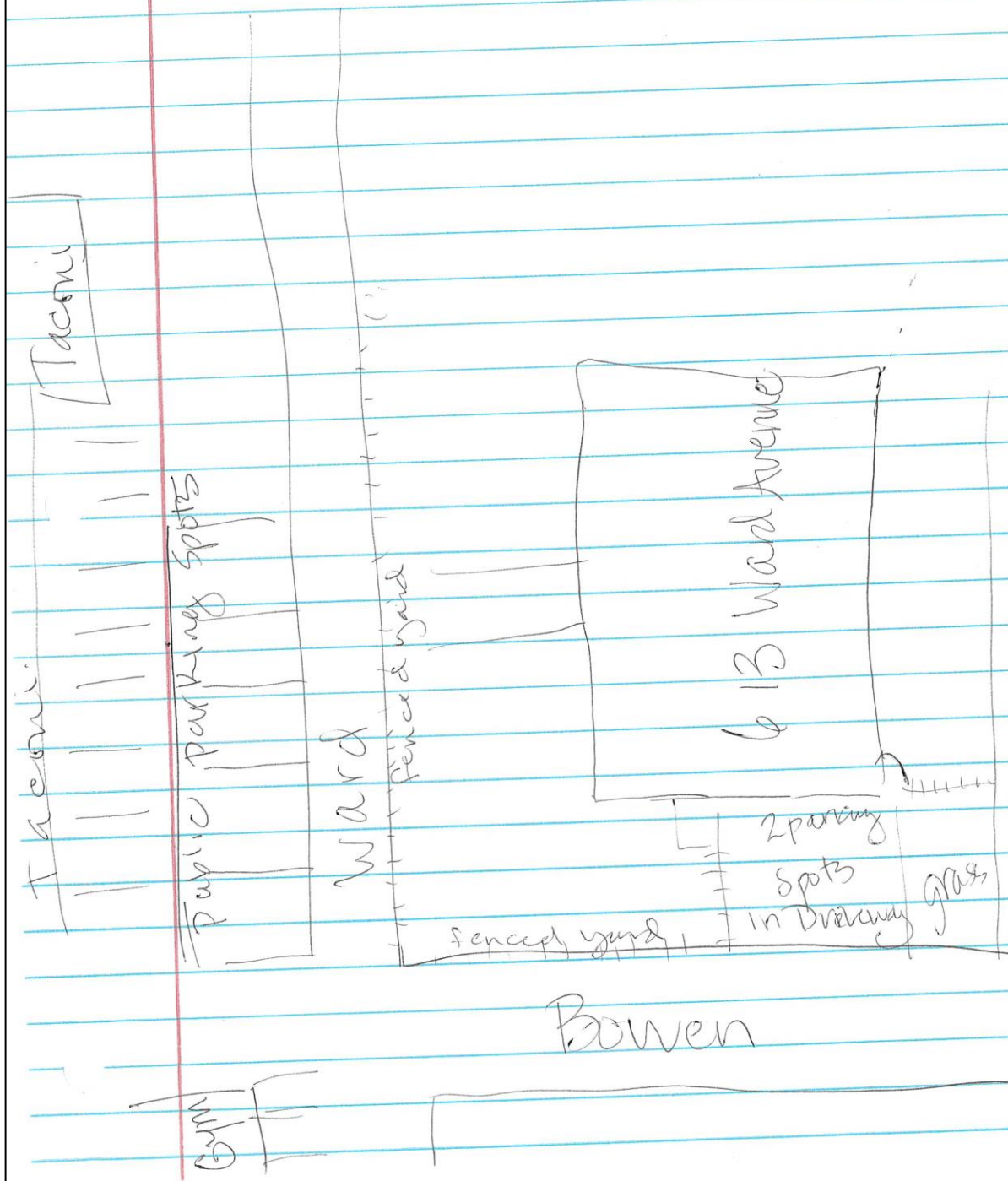
HURRICANE OR STORM POLICY – No refunds will be given unless: The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

Any unused portion of rent from a guest currently registered; Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

The owners are not responsible for any accidents, injuries or illness that occur while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.

Quiet Hours: – We ask that our guests observe quiet hours beginning at 10pm and continuing through 9am. No loud noises or music is permitted during quiet hours. Please be always considerate to our neighbors. Ocean Springs has a noise ordinance (2012-4) between the hours of 11pm-8am Sunday night through Thursday night, and 11:59pm-8am Friday night through Sunday morning. Please call the city at 228-875-4415 for any further information.

Parking Sketch 613 Ward Avenue



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: Tuesday, June 11, 2024

APPLICANT: Marcus & Vicki Mauney

LOCATION: 1212 Porter Avenue / PID: 61430007.000

REQUESTED ACTION: Residential Short Term Rental Permit

DATE OF APPLICATION: January 19, 2024

ADJACENT ZONING/LAND USE:

Subject Property: R-2, Single-Family Residential District
North, West, South, & East: R-2, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property located in the DENSITY Zone Area, on the southeast corner of Porter Avenue and Minor Lane.



FINDINGS:

- **Local Property Manager:** The local property manager resides on Windwood Drive, satisfying the requirement to be located within 2-miles of the city limit.
- **Application:** Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- **Homeowner's Association:** On the application form, the applicant verified that this is not a covenant-restricted neighborhood and no covenants have been provided. The applicant has not made the Planning Department aware of any Homeowner's Association.
- **Liability Insurance:** The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- **Fee:** The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- **Notice via Standard Mail:** The notice of public hearing was sent to 72 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- **Publication:** Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- **Inspection:** The property was inspected for all required elements on 5/16/24 and was approved. Inspection form is attached for review.
- **Maximum Occupancy:** The requested maximum occupancy of 6 was approved by the Fire Marshall during the above referenced inspection.
- **Maximum Number of Vehicles:** The request for a maximum number of 3 vehicles was approved by the Building Official during the above referenced inspection.
- **Guest Rules:** The rules were posted and visible during the property inspection.
- **Code Violation Complaints:** No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

- Letter of Objection – Barry Zuber, 500 Minor Lane.

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:



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

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: January 19, 2024

REQUIRED ATTACHMENTS:

FEES: \$501 ~ **Application Fee** Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ **Administrative Fee:** \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☐ Completed Application
- ☐ Copy of Proposed Rental Agreement
- ☐ Proposed Parking Plan – Sketch
- ☐ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☐ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☐ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPRTY INFORMATION:

- Address of Rental Property: 1212 Porter Avenue Ocean Springs MS 39564
- Parcel Identification Number: 614-30-007.000 Number of bedrooms: 2
- Proposed maximum # guests: 8 Number of existing off-street parking spaces: 3
- Is this property located in a covenant-restricted subdivision? ☐ Yes ☒ No ~ If yes, a copy of the covenants must be included.

PROPERTY OWNER – Name: <u>Vicki + Marc Mauney</u>	
Address: <u>412 Bedford Lane Hernando, MS 38632</u>	
Phone No. <u>662-579-1643</u>	Email: <u>vickipmauney@gmail.com</u>
OWNER SIGNATURE: <u>Vicki Mauney</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Kenny Foreman</u>	
Address: <u>3033 Wind Wood Dr. Ocean Springs MS 39564</u>	
Phone No. <u>228-327-8157</u>	Email: <u>foremanenterprises@outlook.com</u>
Is the <u>Property Manager</u> OR the Owner the best contact for scheduling inspections? <u>Choose One...</u>	

→ Marc: mmauney07atgmail.com 662-671-2316

Revised 06/16/2023

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Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: VM (initials) Copy of Ordinance 2019-19 Received: VM
Copy of Ordinance 2018-02 Received: VM (initials) Copy of Ordinance 2021-25 Received: DM
Copy of Ordinance 2023-07 Received: VM (initials)

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/Regulations

I, (print name) Vicki & Marc Mauney 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 parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

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

Owner(s) Name: Vicki & Marc Mauney

Parcel ID(s): 6-14-30-007.000

Date Property Acquired: 2-15-2024

Owner's Signature Vicki Mauney Date 2-20-24

Office Use Only

Date of Inspection: 5/16/24

Result of Occupancy Inspection: PASSED
(attached)

Maximum Occupancy Determination: 6

Maximum Parking Spaces: 3

Permit Renewal Date: _____

PC Public Hearing Date: 6/11/24

BOA Approval Date: _____

Revised 06/16/2023

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ADDRESS: 1212 Porter iWorQ Permit#: 4820



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers (Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.

☒ Identified # of Bedrooms: 2
☒ Proposed # of Guests: 6

Approved # of Guests per OSFD: 8

☒ Proposed # of vehicles: 3

Approved # of vehicles per OSFD: 3

Property Owner: Marcus & Vicki Mauney
Contact Name: Kenny Foreman

Phone #: 662-671-2316
Phone #: 228-327-8157

.....
Date of Inspection: 5-16-24

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature]
Property Owner: [Signature]

Fire Marshall: [Signature]

CORRECTED NOTICE

PUBLIC HEARING NOTICE
Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a public hearing on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 1212 Porter Avenue

Public Hearing Date/Time: June 11, 2024 / 6:00pm - 1018 Porter Avenue

Applicant Marcus & Vicki Mauney

Local Contact Kenny Foreman

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, December 17, 2019, December 7, 2021, and May 16, 2023. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager **MUST** reside or have their business physically located within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
- 4) ***Do the property owners pay sales tax for this activity?*** Yes – the property owner will be issued a city privilege license that will allow them to register with the state for payment of sales tax, including the additional "bed tax" required for all hotel activity.
- 5) ***What review has been done by the City?*** The application, a \$500 application fee, and payment for mailing was received. All information was reviewed to ensure all administrative requirements have been met. The home

has been inspected to ensure that all life safety elements are in place and a maximum occupancy/vehicle allowance has been set.

- 6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.
- 7) ***How will the maximum occupancy and number of vehicles be established?*** During the physical inspection, the Building Official and Fire Inspector assess the availability of space including sleeping areas and space for off-street parking. These maximums will be established prior to the public hearing and can be enforced during operation of the rental.
- 8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
Complaint Contact Information:
 - a. Police: 228-875-2211 – noise, trespassing, other criminal activity
 - b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
 - c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564
- 9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.
- 10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
- 11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.
- 12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.
- 13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with filed covenants indicate that there are covenants in place. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415.
- 14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.
- 15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

/STATE OF MISSISSIPPI
COUNTY OF JACKSON

LEASE AGREEMENT

for
1212 Porter Avenue

THIS LEASE AGREEMENT made and entered into on this the date 02/19/2024, by and between Vickie Mauney, party of the first part, hereinafter referred to as the LESSOR, and _____ parties of the second part, hereinafter referred to as the LESSEE, to-wit:

I.

The LESSOR does hereby let and lease unto the LESSEE that certain property being described as: 1212 Porter Ave, Ocean Springs, MS 39564.

II.

PERIOD OF LEASE. It is understood and agreed that this Lease Agreement shall commence at 4:00 PM on the _____, and shall continue until 10:00 AM on the _____, unless terminated sooner by mutual agreement of the parties hereto or as otherwise provided herein.

III.

RENTAL PAYMENT. It is understood and agreed that the rent to be paid by the LESSEE to the LESSOR shall be the sum of \$ _____, which shall be paid monthly and is due the 1st of each month after the initial first month's payment. **This total is inclusive of taxes and cleaning fee.**

The Rental Payment is due upon the signing of this lease, if said lease is signed within 2 months of the rent commencement date. If this lease is signed for more than 2 months prior to the rent commencement date, the total sum is due 2 months prior to the rent commencement date. Lessee may cancel the reservation at any time, by written notice; however, Refund policy for cancellations:

- a. Cancel greater than 30 days for a full refund;
- b. Cancel within 30-15 days for 80% refund;
- c. Cancel within 14-10 days for 50% refund; and,
- d. Cancel less than 10 days = no refund.

IV.

USE OF PREMISES. It is expressly understood and agreed that the subject property shall be used by the Lessee for a private residential purpose and shall not be used for any other purpose without the written consent of the LESSOR herein. The Lessee further understands that the maximum number of adult overnight guests that can be present on the subject property is six (6).

The Lessee further acknowledges and agrees that the premises will be used solely for lawful purposes. SMOKING AND PETS ARE NOT ALLOWED ON THE PREMISES. The LESSEE shall comply with all applicable laws, rules and regulations pertaining to the use and occupancy thereof and shall permit no unlawful activity to be conducted therein or thereupon and shall not permit any excessive or unusual noise or other activity which would constitute a nuisance to nearby neighbors and shall maintain the premises in a neat, orderly and safe condition, both inside and outside. Upon any violation of this paragraph, Lessor shall have the right to immediately cancel this Lease. There will be a house inspection upon your departure. If there is any evidence of smoking in the house you will be notified of an extra \$300 for cleaning. If there is any substantial damage to the house due to smoke, burn marks of any kind, etc. Moonface Habeeb, LLC reserves the right to bill you for excess costs related to those damages (replacing countertops, furniture, etc.).

V.

REPAIRS AND ALTERATIONS. It is understood and agreed that the LESSEE shall make no alterations or structural changes to said premises. It is understood and agreed that the premises and fixtures shall be maintained in as good condition as when received by the LESSEE. It is understood and agreed that the LESSEE will not place equipment or fixtures on the premises that will damage or cause damage to said premises.

VI.

LIABILITY WAIVER.

A. PERSONAL PROPERTY: Lessor shall not be liable for any loss or damage to personal property belonging to Lessee, or Lessee's invitees or guests. Lessee hereby indemnifies Lessor from such loss or damage.

Initial

B. PERSONAL INJURY: Lessor shall not be liable for any personal injuries sustained by Lessee, or any of Lessee's guests, family members, or invitees, regardless how such injuries may occur. Lessee hereby indemnifies and holds Lessor harmless as to any and all such injuries.

Initial

VII.

HAZARD INSURANCE. LESSEE may maintain any and all insurance as desired.

LESSEE understands that they may acquire different types of insurance, which includes, but is not limited to: hazard insurance, liability insurance, personal property insurance, and travel insurance. Lessee hereby holds Lessor harmless as to any liability related to Lessee's failure to obtain the aforementioned insurances.

VIII.

DEPOSITS AND OTHER EXPENSES. LESSEE shall make a \$_____ security deposit at the time of the execution of this agreement. Said deposit will act as a security deposit, which will be returned to LESSEE at the end of the lease period, if the premises are returned to the LESSOR in the same condition as when tendered to the LESSEE.

IX.

ASSIGNMENTS. It is understood and agreed that the LESSEE shall have no right to assign this Lease Agreement without the written consent of the LESSOR AND SHALL NOT ATTEMPT to assign or sublease any part of the property covered hereby except with the written consent of the LESSOR.

X.

MAKING OF RENTAL PAYMENTS and TAXES. It is understood and agreed that any and all rental payments and other payments to be paid to the LESSOR by the LESSEE herein will be paid by the LESSEE via online invoicing. There is a 3% convenience fee for using credit cards. Fees can be avoided if paying via paypal. Final payments will include MS Sales Tax of 7%, a county hotel bed tax of 2%, and a city hotel bed tax of 2%. (11% in taxes total).

XI.

DESTRUCTION OF PREMISES. It is understood and agreed by the parties hereto that if subject premises should be damaged or destroyed by fire, windstorm or other peril so that said improvements are not reasonably and economically repairable, the obligations of the parties hereto shall immediately terminate. The decision as to whether the premises are repairable shall be solely at the discretion of the LESSOR. If the LESSOR elects to repair said buildings, the rent shall be terminated until such premises are ready for occupancy after being restored and if the premises are partially destroyed, it is understood and agreed that the rent shall be pro-rated during the time of such restoration, such rent to be based upon the usable space available to the LESSEE.

XII.

EVACUATION OF THE PREMISES FOR TROPICAL SYSTEMS: It is understood and agreed that the Lessor has the right to cancel this lease in the event a tropical weather system is threatening the subject property. This decision is to be made solely per the discretion of the Lessor. In the event the Lessor cancels this lease, the Lessee will be entitled to a refund of the rent, based on the pro-rata portion of the lease term not used.

XIII.

RIGHT OF RE-ENTRY. It is understood and agreed that in the event of any breach of this Lease Agreement by the LESSEE, either for non-payment of rent or otherwise, the LESSOR, in addition to the other remedies available at law, shall have the right to immediate re-entry and may remove any and all persons and/or property from the premises. Any and all reasonable expenses incurred by the LESSOR in connection with such re-entry and/or removal of persons or property and/or storage of such property shall be paid by the LESSEE and the LESSOR shall have the immediate right of possession to subject property, including the right to re-lease same at LESSOR'S option.

Lessee shall permit the Landlord or its agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

XI.

DEFAULT. The parties herein understand and agree that if the LESSEE defaults in any of the terms and conditions of this agreement, including the payment of the rent provided herein, and remain in default after notice of such default to the LESSEE in writing (which includes texts or emails), said lease shall forthwith terminate and the LESSOR shall be entitled to the immediate possession of said premises. It is further understood and agreed that in the event of default, the entire balance of rental due under the term of said lease shall be forthwith due and payable, and the LESSOR shall be entitled to maintain suit for the entire balance of rental due hereunder and any other damages which may have accrued because of the default of the LESSEE in the provisions of this agreement. It is further understood and agreed that if the LESSEE defaults and it is necessary to place the matter in the hands of an attorney, LESSOR shall be entitled to recover from the LESSEE reasonable attorney's fees because of such default.

Any violation of the above rules will result in a forfeiture of the deposit, plus additional charges for professional services to restore the condition of the property. A complete list of the rules is also at the end of this agreement.

XV.

EXPIRATION OF LEASE TERM. It is understood and agreed that at the expiration of the said term, LESSEE will quit and surrender the premises hereby demised in as good state and condition as received, reasonable wear and tear excepted.

XVI.

LAWFUL USE. It is understood and agreed that the LESSEE will comply with all lawful requirements of the State of Mississippi, the City of Ocean Springs, the police and fire departments, municipal and other authorities respecting the manner in which it uses the leased premises.

XVII.

SUCCESSOR PARTIES. It is understood and agreed that this contract shall be binding upon and inure to the benefit of the heirs-at-law of the parties hereto.

XVIII.

SPECIAL PROVISIONS. Special provisions of this lease agreement are:

_____.

XIX.

MISCELLANEOUS. The covenants and agreements contained in this Lease Agreement are interdependent and are binding on the parties hereto and their legal representatives, and the provisions hereof constitute the entire agreement between the parties.

NOTICE. Any notice which may be or is required to be given pursuant to the provisions of this Agreement shall be sent via email/text message at:

If to LESSOR: vickiepmauney@gmail.com or text message to 228-327-8157.

If to LESSEE: _____.

XX.

SIGNATURES.

LESSOR:

Vickie Mauney (sign here): _____

Print Name Here: Vickie Mauney

LESSEE:

Sign Here: _____ Date: _____

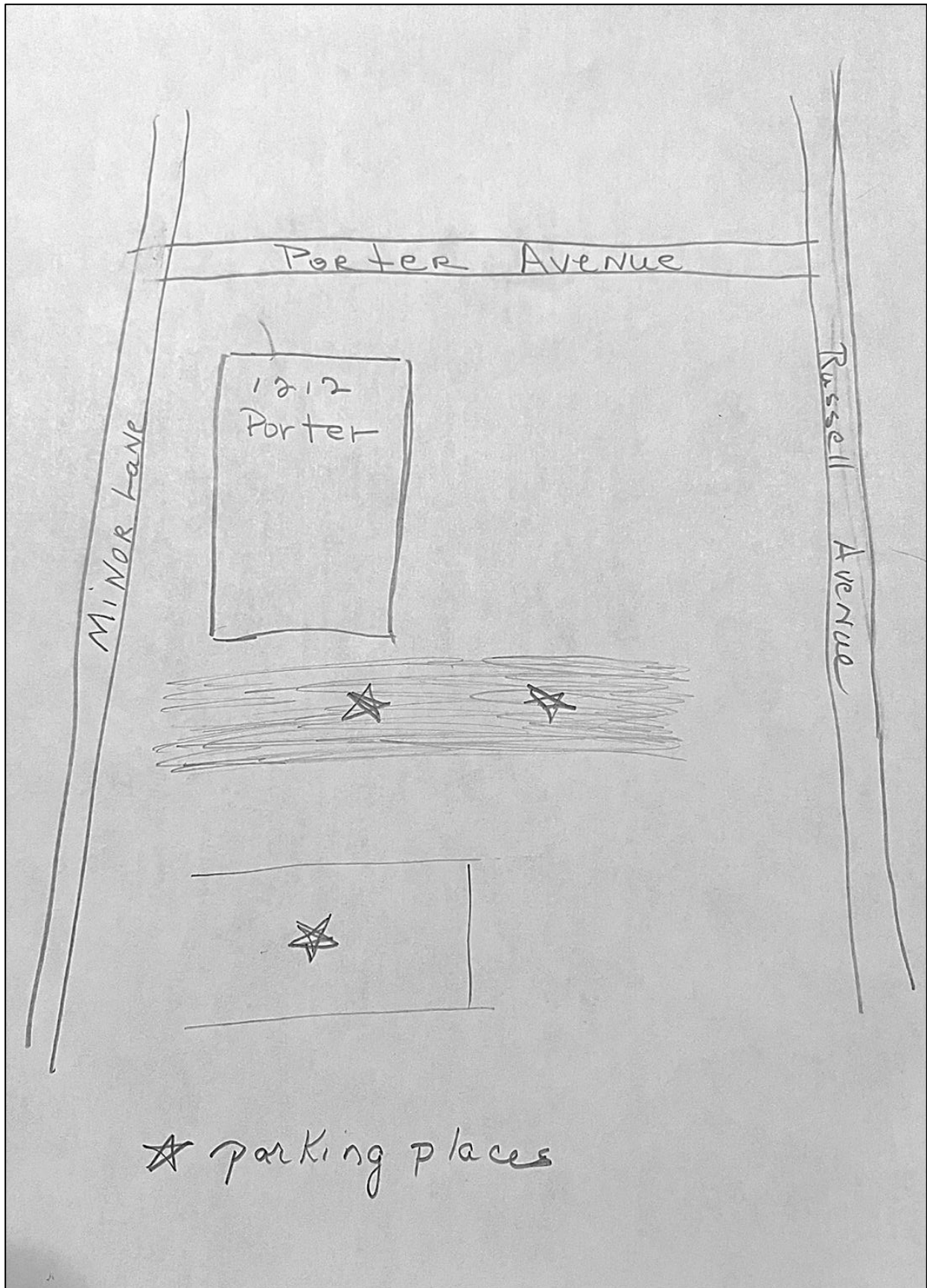
Print Name Here: _____

Sign Here: _____ Date: _____

Print Name Here: _____

RULES OF THE HOUSE

1. **No smoking inside the house.** Use receptacles provided outside for ashes and cigarette butts.
2. No smoking.
3. No parties allowed.
4. The maximum capacity is 6 people.
5. No unregistered guests or visitors in the home.
6. No pets allowed.
7. Quiet hours are from 11 pm to 8 am. Please keep your conversations and music inside during this time.
8. There is adequate parking for 3 vehicles on the property. Please park on gravel driveway; do not park in the yard.
9. Please secure trash in trash bags and place in garbage cans. For those with us on a longer stay, the trash is picked up at the curb on Wednesday mornings.
10. No illegal activity on the premises.
11. Please refrain from eating or storing food in the bedrooms.
12. Please don't flush anything but toilet paper down the drains. Keep drains free of food, paper towels, and other debris.
13. Please do not burn any candles.
14. Surveillance or recording devices on property – There are exterior cameras on the front and back porches.
15. If you break something, we understand things happen; however, please text 330-565-6311 or email auntsandysplace.com to report the breakage so the item can be replaced.
16. Please use the provided gray washcloths for removing make up. Do NOT use the white towels for makeup.



June 1, 2024

Ocean Springs Community Development
1018 Porter Avenue
Ocean Springs, Ms. 39564

Subject: Resident Short Term Rental Request-1212 Porter Avenue

Ms. Thompson:

The Zubers, residing at 500 Minor Lane, are opposed to the above subject request based on the following concerns:

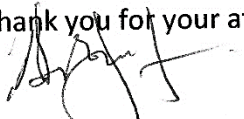
1212 resides on the corner of Porter Avenue and Minor Lane. Minor is a single lane that is half the width of a normal street that dead-ends at our residence. There is no turn around area. Parking is not allowed on either side of the lane so as not to obstruct entry to the lane for emergency vehicles such as ambulance and fire trucks. Unfortunately obstruction of passage has occurred in the past. There are signs posted on Porter Avenue-on both sides of Minor stating "No Outlet" and "No Parking This Side of Street". Again, the signs have not been effective since they are not easily visible when entering Minor Lane from the east or west. Local residents and out of town visitors assume this is a through street and many times we have people ending up in our driveway.

Attached is a picture to give clarity to our above statements

On 5/29/24 Carter Thompson made a site visit to the property at our request. Thank you very much.

I am not able to attend the meeting on June 11 due to a prior commitment thus the written submission.

Thank you for your attention to our concerns.



Henry (Barry) B. Zuber Jr.
500 Minor Lane; OS Ms.
Phone: [REDACTED]
Email: [REDACTED]



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: Tuesday, June 11, 2024

APPLICANT: Roger & Rebecca Mathis / MathiCo, LLC

LOCATION: 114 Ethel Circle, Unit #3 / PID: 61275004.000

REQUESTED ACTION: Residential Short Term Rental Permit

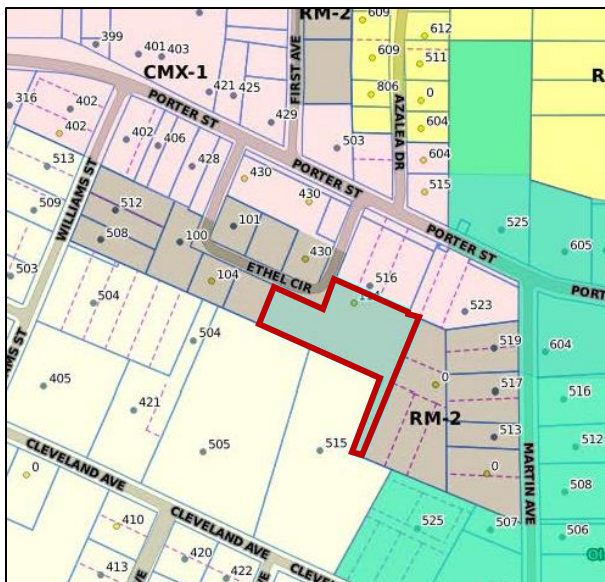
DATE OF APPLICATION: April 8, 2024

ADJACENT ZONING/LAND USE:

Subject Property:	RM-2, Multi-family Dwellings
North:	CMX-1, Neighborhood Commercial / Mixed-Use
East & West	RM-2, Multi-family Dwellings
South:	R-1, Single-Family Residential District

DESCRIPTION OF REQUEST:

- Per Ordinance 2015-11, 2018-02, 2021-05, 2021-25, and 2023-07, the application is for a short-term rental permit to allow usage for less than 30 days.
- Site Location: the property located in the DENSITY Zone Area, on southeast Ethel Circle.



FINDINGS:

- Local Property Manager: The local property manager has an office on Cleveland Avenue, satisfying the requirement to be located within 2-miles of the city limit.
- Application: Submittal is complete and was received prior to the deadline. A copy of the rental agreement is attached for consideration.
- Homeowner's Association: On the application form, the applicant verified that this is a covenant-restricted neighborhood and the provided covenants specifically allow for short term rentals.
- Liability Insurance: The signed application states that the liability insurance for the property does not exclude short term rentals from coverage, as well as conformance with building code, zoning requirements. There are no deed restrictions and taxes are current.
- Fee: The application fee was provided with the application. The mail-out fee was paid prior to distribution.
- Notice via Standard Mail: The notice of public hearing was sent to 62 property owners within 500 feet of the subject property. The distribution included the name of the applicant, notice of the hearing date, time and location, and a summary of Frequently Asked Questions regarding short-term rentals.
- Publication: Notice of the public hearing was advertised at least 15 days prior to the date of the hearing per ordinance. Additionally, the required yard sign was placed in the yard.
- Inspection: The property was inspected for all required elements on 5/16/24 and was approved. Inspection form is attached for review.
- Maximum Occupancy: The requested maximum occupancy of 4 was approved by the Fire Marshall during the above referenced inspection.
- Maximum Number of Vehicles: The request for a maximum number of 2 vehicles was approved by the Building Official during the above referenced inspection.
- Guest Rules: The rules were posted and visible during the property inspection.
- Code Violation Complaints: No code violations or police reports were documented for this address in the past 12 months.

FEEDBACK:

- None

SUMMARY:

The application for this property is complete and compliant with the adopted code, and the physical inspection passed. The recommendation is for approval of a Residential Short-Term Rental permit, subject to annual renewal.

ATTACHMENTS as listed above:

Document ID: 3950F728-0F5-EE11-AAF2-6046B0068161



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

RESIDENTIALLY ZONED SHORT TERM RENTAL ANNUAL PERMIT APPLICATION

Application Date: 04/08/2024

REQUIRED ATTACHMENTS:

FEES: \$501 ~ Application Fee Effective 4/4/23 – \$500 must be paid at the time application is submitted [includes occupancy inspection fee]. ~ Administrative Fee: \$1.00 (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS code Annotated)

- ☒ Completed Application
- ☒ Copy of Proposed Rental Agreement
- ☒ Proposed Parking Plan – Sketch
- ☒ Copy of rules, including trash management and reference of the city's noise ordinance (available upon request), to be posted inside unit
- ☒ Affirmation of Code Compliance – Ord.2015-11 (Section 401.3(10)) – Attached.
- ☒ ~Standard mailout fee will be calculated during the review process and must be paid prior to scheduling of the public hearing~
- Properties will be reviewed and inspected prior to scheduling the public hearing date and sending the required notices.
- PERMITS MUST BE RENEWED ANNUALLY (\$500 renewal fee) AND ARE NOT TRANSFERRABLE.

REQUIRED: RENTAL PROPRTY INFORMATION:

- Address of Rental Property: 114 Ethel Circle Unit 3, Ocean Springs MS 39564
- Parcel Identification Number: Unassigned Number of bedrooms: 2
- Proposed maximum # guests: 4 Number of existing off-street parking spaces: 20 + 2
- Is this property located in a covenant-restricted subdivision? ☒ Yes ☐ No ~ If yes, a copy of the covenants must be included. Condos - Cov. Rec'd.

PROPERTY OWNER – Name: <u>Roger Mathis, Rebecca Mathis, MathiCo LLC.</u>	
Address: <u>524 S. Festival Drive, El Paso, TX. 79912</u>	
Phone No. <u>720-838-8646</u>	Email: <u>rogermathis44@gmail.com</u>
OWNER SIGNATURE: <u>Roger Mathis</u> <u>04/08/24</u>	
LOCAL PROPERTY MANAGER – [Must RESIDE within two (2) miles of the OS City Limits]	
Name: <u>Trinity Walker/Cecilia Patricks</u>	
Address: <u>805 Cleveland Avenue Ocean Springs, MS 39564</u>	
Phone No. <u>228-424-1040/228-669-6280</u>	Email: <u>cecilia@coastalrealtygroup.com/trinity@coastalrealtygr</u>
Is the <u>Property Manager</u> OR the Owner the best contact for scheduling inspections? <u>Choose One...</u>	

Revised 06/16/2023

1 | Page

Owner – initial by each ordinance to indicate receipt:

Copy of Ordinance 2015-11 Received: RM (initials) Copy of Ordinance 2019-19 Received: RM
 Copy of Ordinance 2018-02 Received: RM (initials) Copy of Ordinance 2021-25 Received: RM
 Copy of Ordinance 2023-07 Received: RM (initials)

Authenticsign

Roger Mathis

Physical Inspection of Property:

- All applicable fire and health codes as would apply to a commercially zoned structure must be compliant.
- As part of the review process, an inspection will be scheduled to determine that all physical requirements are met per the ordinance
- Inspection will also include but are not limited to: adequate parking, proposed occupancy, number of vehicles allowed, location of garbage storage, posting of rules, etc. (per *most current* Inspection Checklist dated: 2/08/18)

Affirmation of Codes/Regulations

I, (print name) Roger Mathis, 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 parcel(s).
3. Per Section 2.C.5 of Ordinance No. 2015-11, I will obtain a Mississippi State Sales Tax License through the MS Dept. of Revenue to pay all city, county, and state taxes required by law.
4. The property included in this application is in compliance with all applicable building codes, zoning requirements, and deed restrictions and/or covenants.
5. The Homeowner's liability insurance does not exclude short term rentals from coverage.
6. Any existing mortgage or deed does NOT prohibit use of property as a short term rental.
7. Proper documentation of covenants that may restrict use of the property as a short rental and/or a letter of support from the HOA has been provided.

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

Owner(s) Name: Roger Mathis

Parcel ID(s): Unassigned

Date Property Acquired 4/5/24

Owner's Signature *Roger Mathis* Date 4/8/24

Office Use Only

Date of Inspection: 5/16/24 Result of Occupancy Inspection: PASSED

Maximum Occupancy Determination: 4 (attached)

Maximum Parking Spaces: 2 Permit Renewal Date: _____

PC Public Hearing Date: 6/11/24 BOA Approval Date: _____

ADDRESS: 114 Ethel Circle, Unit #3 iWorQ Permit#: 5412



PLANNING DEPARTMENT
P.O. Box 1800 / Ocean Springs, MS. 39566
Phone 228-875-4415 Fax 228-872-5427

RESIDENTIALLY-ZONED SHORT TERM RENTAL – OCCUPANCY INSPECTION FORM

Before requesting an occupancy inspection from the Building Official and the Fire Marshall, please make sure the following items have been completed. Someone must be present at the time of inspection.

All Occupancy Inspections are done at 10am

The following items must be complete prior to inspection:

- ☒ Type 2A 10BC Fire Extinguishers
(Maximum travel distance 75 ft.)
- ☒ Emergency Lighting with battery backup
- ☒ Address on Building
- ☒ Breaker Box needs to be labeled
- ☒ Outlet and switch plate covers need to be installed. (GFCI Circuits within 6 ft. of water source)
- ☒ No exposed wiring
- ☒ Adequate emergency egress
- ☒ Operable windows in sleeping areas
- ☒ Guest rules (noise, garbage, etc.) must be visibly posted.

- ☒ Adequate garbage receptacles
- ☒ Smoke detectors in all bedrooms and hallways.
- ☒ Carbon monoxide detectors if there is gas service.
- ☒ Identified # of Bedrooms: 2
- ☒ Proposed # of Guests: 4

Approved # of Guests per OSFD: 4

- ☒ Proposed # of vehicles: 2

Approved # of vehicles per OSFD: 2

Property Owner: Roger & Rebecca Mathis
Contact Name: Trinity Walker

Phone #: 720-838-8646
Phone #: 228-669-6280

.....
Date of Inspection: 5-16-24

COMMENTS: _____

☒ **PASSED**

Building Official: [Signature]
Property Owner: [Signature]

Fire Marshall: [Signature]

PUBLIC HEARING NOTICE

Residential Short-Term Rental



THIS INFORMATION IS BEING SENT TO YOU AS PART OF THE PERMITTING PROCESS FOR A NEARBY PROPERTY.

Per adopted Code for the City of Ocean Springs, notice has been advertised in the MS Press Newspaper and copies are sent via Standard mail at the cost of the applicant.

PUBLIC NOTICE is hereby given that the City of Ocean Springs **PLANNING COMMISSION** will hold a public hearing on the date listed below to consider an application for a Short-Term Rental Permit per Ordinance governing the provision of Short Term Rentals of dwellings in residential zones after application, hearing, and approval.

Application for the address listed below will be considered in the regular meeting place of the Board of Aldermen at the City Hall located at 1018 Porter Avenue Ocean Springs, MS 39564.

Short-Term Rental Applied for: 114 Ethel Circle, Unit #3

Public Hearing Date/Time: Tuesday, June 11, 2024 @ 6:00pm

Applicant Roger & Rebecca Mathis / MathiCo, LLC

Local Contact Cecilia Patricks / Trinity Walker - Coastal Realty

The Residential Short-Term Rental Ordinance (2015-11) was approved on July 7, 2015. The ordinance was researched, modified, and re-approved on February 20, 2018, December 17, 2019, December 7, 2021, and May 16, 2023. This document addresses what the ordinance requires of an applicant, the process, and contact information for questions or concerns. For more details, please call the Planning Department at 228-875-4415.

Short-Term Rentals: Considered as less than 30 days. Conditions for permitting include an approval process, occupancy/vehicle requirements, guest registry, noise/garbage management, posting of rules, local management, and a process for complaints, basis for denial or revocation, and violations.

Frequently Asked Questions regarding Residential Short-Term Rental permits:

- 1) ***Why am I receiving this information?*** All property owners within 500 feet of the property requesting a permit are required to receive notification via standard mail. Additionally, the hearing was advertised in the local newspaper and a yard sign placed on the property. This notice was mailed to your address of record with the Jackson County Tax Assessor's office.
- 2) ***What is allowed under a Short-Term Rental Permit?*** Approval of the permit will allow the property owner to rent the residence for periods of less than 30 days at a time, governed by restrictions listed in the ordinance. The permit does not allow any other non-permitted activity.
- 3) ***Who will be responsible for management of the property?*** The property owner is ultimately responsible for all activity on the property. The Local Property Manager **MUST** reside or have their business physically located within 2 miles of the city limits and be available 24/7 to address issues related to the property. The Planning Department will have a contact number in case of emergencies.
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- 6) ***What physical modifications were required for the home?*** Required life safety improvements include, but are not limited to, hard-wired smoke detectors (carbon monoxide if served by gas), emergency lighting for exits during power outages, properly functioning exits, current fire extinguishers, labeled fuse box, etc.
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- 8) ***Where can I report code violations, disturbances, etc.?*** Just as you would with any residential occupant, if there are problems with noise, excessive vehicles, trash, or other intrusive behavior, the proper city officials should be notified. For life-threatening emergencies, dial 9-1-1 as you would with any type of residential occupancy. Documented complaints will be considered during the renewal process. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
Complaint Contact Information:
 - a. Police: 228-875-2211 – noise, trespassing, other criminal activity
 - b. Code Enforcement: 228-875-6712 – improper vehicle parking, improper trash storage
 - c. Any other complaints can be forwarded to the Planning Department at 228-875-4415 or mailed to Attn: Planning Department, City of Ocean Springs, 1018 Porter Avenue, Ocean Springs, MS 39564
- 9) ***What is the process if the rules are not followed?*** If the City receives documentation that the property owners and/or tenants have violated the provisions set forth in the ordinance, or have met any other criteria that allows for revocation, written notice will be given to the property owner of the violation(s). If corrective action is not taken in the allotted time period, the permit can be revoked and citations issued.
- 10) ***How long is the permit valid?*** The Residential Short-Term Rental permit is an annual renewal. Once the initial permit is approved, the property will be inspected annually and complaint records reviewed prior to renewal. The ordinance provides guidelines for the basis of revocation or denial or permit issuance and/or renewal.
- 11) ***Is the permit transferable to new owners?*** No. The permit is issued to the owner for that specific address. Permits are not transferrable to other owners or properties without the full approval process, including an advertised public hearing.
- 12) ***Is the approval process the same for properties in commercially zoned districts?*** The application itself is similar, but commercial properties do not require notice or public hearing.
- 13) ***What if the property has covenants that do not allow for short-term rentals?*** The ordinance requires that any application for a property with filed covenants indicate that there are covenants in place. If you are aware of such a restriction in your neighborhood, please notify the Planning Department at 228-875-4415.
- 14) ***Will the property owner be required to maintain renter information?*** Yes, the property owner must maintain a guest registry and provide to the city for review upon request.
- 15) ***Will the renters be informed of the rules and regulations that are included in the permit?*** Yes, part of the application and inspection includes provision of the rental agreement for review and posting of the house rules in a visible location within the home.

Questions and/or written comments can be sent to the Planning Department up to the day of the hearing and will be provided to the Planning Commission for consideration. Comments can be sent to:

1018 Porter Avenue, Ocean Springs, MS 39564.

Email Address: planningadmin@oceansprings-ms.gov

THE PARTIES. This Short-Term Rental Agreement ("Agreement") made on {{reservation_date}} between the following:

Guest: {{guest_name}} ("Guest"), and

Host: {{host_name}} ("Host").

THE PREMISES. The Host agrees to lease the described property below to the Guest, and the Guest agrees to rent from the Host:

Mailing Address: 114 Ethel Circle 3 Ocean Springs, MS 39564

Hereinafter known as the "Premises."

LEASE TERM. The Guest shall be allowed to occupy the Premises starting {{checkin_date}} from {{checkin_time}} and ending {{checkout_date}} at {{checkout_time}} ("Lease Term").

NOISE ORDINANCE.

Sec. 15-16. - Outdoor use of sound amplification or producing device or similar equipment by commercial establishments.

(a) *Definitions.*

(1) *Sound amplification or producing device or similar equipment* means radio, radio receiving set, phonograph, stereo, tape player, cassette player, compact disc player, "boom box," loudspeaker, karaoke player, drum, juke box, nickelodeon, musical instrument, sound amplifier or other device which produces, reproduces, or amplifies sound.

(2) *Commercial establishment* means all premises where sales, professional or other commercial activities are legally permitted by zoning or otherwise, except that residences with lawful home occupations are considered residential.

(3) *Outdoor* means not fully enclosed by permanent, solid walls and a roof or not within the fully enclosed portions of a building.

(b) It shall be unlawful for any person or persons to play, use, operate, or permit to be played, used or operated any sound amplification or producing device or similar equipment outdoors on the premises of a commercial establishment during the following days and times:

Weekdays (Sunday night through Friday morning) between the hours of 11:00 p.m. (23:00) through 8:00 a.m. (08:00); and

Weekends (Friday night through Sunday morning) between the hours of 11:59 p.m. (23:59) through 8:00 a.m. (08:00).

(Ord. No. 2012-04, § 2, 5-15-12)

OCCUPANTS. The total number of individuals staying on the Premises during the Lease Term shall be a total of 4 guests max.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Host.

PARKING. Max 2 vehicles are allow

BOOKING FEES. The Guest shall pay the Host the amount as detailed during the booking process.

UTILITIES. The Host shall be responsible for all utilities and services to the Premises EXCEPT for the following: None.

SECURITY DEPOSIT. The Guest shall be obligated to pay the following amounts upon the execution of this Agreement:

Security Deposit amount as detailed in the booking process. The Security Deposit is for the faithful performance of the Guest under the terms and conditions of this Agreement. The Guest must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Guest within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Host gives their written consent.

PETS. The Host does not allow pets: There are no pets allowed on the Premises. If the Guest is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

SMOKING POLICY. Smoking on the Premises is prohibited.

PERSON OF CONTACT. The Host can be contacted at:

Host's Name: Cecilia Patricks

Telephone: 228-669-6280

E-Mail: cecilia@coastalrealtygroup.com

SUBLETTING. The guest does not have the right to sublet the Premises.

INSPECTION. The Host has the right to inspect the Premises with prior notice as in accordance with State law. Should the Guest violate any of the terms of this Agreement, the rental period shall be

terminated immediately in accordance with State law. The Guest waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Guest shall vacate the Premises at the expiration time and date of this agreement.

MAINTENANCE AND REPAIRS. The Guest shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Guest shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Host as being immediately habitable by the next Guest. The Guest shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Guest agrees that the Host shall deduct costs of said services from any Security Deposit prior to a refund if Guest causes damage to the Premises or its furnishings.

TRASH. The Guests shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Host. The dumpster is located in the back of the property around the building.

QUIET ENJOYMENT. The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Guest is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

HOST'S LIABILITY. The Guest and any of their guests hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Guest expressly recognizes that any insurance for property damage or loss which the Host may maintain on the property does not cover the personal property of Guest and that Guest should purchase their own insurance for their guests if such coverage is desired.

ATTORNEY'S FEES. The Guest agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Host enforcing this agreement.

USE OF PREMISES. The Guest shall use the Premises for residential use only. The Guest is not authorized to sell products or services on the Premises or conduct any commercial activity.

ILLEGAL ACTIVITY. The Guest shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.

POSSESSIONS. Any personal items or possessions that are left on the Premises are not the responsibility of the Host. The Host shall make every reasonable effort to return the item to the Guest. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Host shall be able to keep such items to sell or for personal use.

GOVERNING LAW. This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Trendy Condo in Downtown Ocean Springs walking...

114 Ethel Circle Unit 3

cecilia@coastalrealtygroup.com

House Rules

1. Information :

Experience the epitome of coastal living in this inviting and stylish condo nestled in the heart of Downtown Ocean Springs. From the moment you step inside, you'll be enchanted by the welcoming ambiance and thoughtful amenities that make this space a true home away from home along the Mississippi Gulf Coast.

Relax and unwind in comfort and style as you soak in the vibrant atmosphere of Downtown Ocean Springs. With an array of shops and restaurants just a leisurely stroll away, you'll have endless opportunities to explore and indulge in the local culture and cuisine.

Take advantage of the community pool, perfect for cooling off on hot days or simply lounging in the sun with a good book. And with a washer and dryer conveniently located within the unit, you can pack light and enjoy the convenience of fresh laundry whenever you need it.

Your comfort and satisfaction are my top priorities, so rest assured that I'm here to assist you with anything you may need during your stay. Whether it's recommendations for local attractions or ensuring that your accommodations exceed your expectations, I'm just a message away.

Come experience the charm and convenience of Downtown Ocean Springs living at its finest book your stay today and prepare to create unforgettable memories on the Mississippi Gulf Coast!

2. House Layout

As soon as you walk in you will be welcomed with your cozy and trendy living room. The kitchen is attached making it easy to watch your shows while you cook or visit with friends. The Bedrooms and Bathroom is located to the right. The Bathroom is located in the middle of the two Bedrooms. Each Bedroom has a good-sized closet to store all of your personal belongings. There's a seated area on the front porch where you can relax after a hard day. The pool is located on the side of the property and Trash is located around the building.



3. Household supplies

Trash bags, Laundry detergent, Bathroom Essentials
Starter Shampoo, Conditioner, Body wash, Toilet paper, and Paper Towels supplied.

4. Are there any rules related to guests?

HOA rules will be provided

5. Kitchen

The Kitchen is fully stocked with essentials along with cleaning supplies.

6. Appliances

Appliances are supplied. If you need assistance with any of them please don't hesitate to reach out.

7. Garbage

Dumpster is located around the building.

8. Parking

You can park right in front of unit. Please inform Property manager of how many vehicles you have.

9. Security

There is a keypad on door to gain access which Property Manager will supply code to.

10. Pool/Hot Tub

No lifeguard on duty

11. Streaming Services?

Will update shortly

12. Favorite Local Restaurants

The Lady May has an awesome Brunch, and I like to the spot. Rooftop Taco has yummy food, and a fun atmosphere. Phoenicia has amazing Chicken Swarma, and it's BYOB. Mosaic has a great draft beer selection, and it's so cute on the inside. Murky Waters for BBQ, Glory Bound for Gyros, The Grocery for Burgers, and Lil' Market Bagelry for many many reason. Enjoy! :)

13. Other points of interest

Peter Anderson is a huge hit! It's a big festival that has local artists and booths filled with all kinds of stuff. Also of course Mardi Gras. They all take place on Government St.

14. Maintenance & Emergency Contacts

(1)

Name : Cecilia Patricks

Email : cecilia@coastalrealtygroup.com

Phone : 228-669-6280

15. Other Detail

- **Maximum Total Occupancy** : 4
- **Maximum Vehicles Allowed** : 2
- **Smoking Allowed** : No
- **Pets Allowed** : No
- **Wifi Name** : Will update shortly **Wifi Password** : Will update shortly

The City of Ocean Springs has a noise ordinance (#2012-04)

NOISE ORDINANCE.

Sec. 15-16. - Outdoor use of sound amplification or producing device or similar equipment by commercial establishments.

(a) Definitions.

(1) Sound amplification or producing device or similar equipment means radio, radio receiving set, phonograph, stereo, tape player, cassette player, compact disc player, "boom box," loudspeaker, karacke player, drum, juke box, nickelodeon, musical instrument, sound amplifier or other device which produces, reproduces, or amplifies sound.

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Weekends (Friday night through Sunday morning) between the hours of 11:59 p.m. (23:59) through 8:00 a.m. (08:00).

(Ord. No. 2012-04, § 2, 5-15-12)

Enjoying your stay?



Please take a minute to leave us a review



Monthly Furnished Housing with NO booking fees!!

Community Layout

