

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
MAY 14, 2026
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

I. CALL TO ORDER

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. ROLL CALL AND ESTABLISH QUORUM

IV. PUBLIC HEARINGS

- 1. Variance- 100 Jeff Davis Avenue, Tax Parcel 0612B-03-070.000, Submitted by Luke Wayne.

V. ANNOUNCEMENTS

VI. APPROVE MINUTES

- 1. April 23, 2026

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

- 1. Tree Removal- 708 Dogwood Drive, Tax Parcel 0511O-03-017.000, Submitted by Taylor Morse.
- 2. Tree Removal- 23 Red Oak Drive, Lot 23, Tax Parcel 0511N-01-004.010, Submitted by DSLD Homes Gulf Coast, LLC.
- 3. Short-Term Rental- 601 East Beach Blvd, Tax Parcel 0612A-01-072.002, Submitted by Chris and Jolyn Tenllado (owners) and Amber Rouse, Coast Accommodation Group (property manager).
- 4. Short-Term Rental- 548 West Beach Blvd, Unit 131, Tax Parcel 0612E-003-037.031, Submitted by William Edward Fritz and Elizabeth H. Fritz (owners) and Peter Nathan (property manager).

IX. DEVELOPMENT & RESEARCH

X. ADJOURN

*****NOTES*****

**All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on May 19, 2026.

**The agenda for the Planning and Development Commission meeting closes at 12:00 O'clock (noon), and/or in accordance with applicable ordinances, the Thursday prior to the meeting day.

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Commissioner Joey King led the meeting in prayer.

Commissioner Philip LeBlanc read the Opening Statement for the Planning and Development Commission.

Be it remembered that one Public Hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 14TH day of May 2026, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Public Hearing.

There were present and in attendance on said Commission and at the Public Hearing the following named persons: Chairman David DiLorenzo, Vice Chairman Don Sterling, Commissioners Nicholas Brown, Joey King, Sean Hughes, Ray Baas, Jr, Philip LeBlanc, Building Official Mike Gundlach and Building Inspector Shawn Barlow.

Absent the Public Hearing were Commissioner William Suthoff, Tim Dulaney and Minutes Clerk Tina M. Dahl.

There being a quorum present and sufficient to transact the business of the Public Hearing, the following proceedings were had and done.

The Public Hearing for discussion, a Variance for the property located at 100 Jeff Davis Avenue, Tax Parcel 0612B-03-070.000, submitted by Luke Wayne, as follows:

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CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560
(228) 863-1554 office
(228) 863-1558 fax

Office use only
Date Received 4/15/26
Zoning C1
Agenda Date 5/14/26
Check Number 5928

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612B-03-070.000
- II. Address of Property Involved: 100 Jeff Davis Ave
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
SEE ATTACHED STATEMENT

****PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? SEE ATTACHED STATEMENT
- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. SEE ATTACHED STATEMENT
- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request? SEE ATTACHED STATEMENT
- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. SEE ATTACHED STATEMENT

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IV. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

*****NOTE*** APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

V. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING. Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned due hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Luke Wayne
Name of Rightful Owner (PRINT)

Luke Wayne
Name of Agent (PRINT)

100 Jeff Davis Ave Long Beach, MS
Owner's Mailing Address

100 Jeff Davis Ave Long Beach, MS
Agent's Mailing Address

Long Beach MS 39560
City State Zip

Long Beach MS 39560
City State Zip

239-919-4001
Phone

239-919-4001
Phone

[Signature] 4/15/26
Signature of Rightful Owner Date

[Signature] 4/15/26
Signature of Applicant Date

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Variance Request Application – Supplemental Statement

City of Long Beach, Mississippi

Property: 100 Jeff Davis Ave

Applicant: Luke Wayne – Owner/operator of Quarterdeck Bar

III. Statement of Request

The applicant respectfully requests a variance from the City of Long Beach dumpster placement/screening ordinance for the property located at 100 Jeff Davis Ave. Due to the physical layout of the property and the shared use of the dumpster among multiple businesses, there is not a feasible alternative location that would comply with the ordinance without negatively impacting sanitation, safety, customer access, and business operations.

The proposed relocation would place the dumpster directly in front of an outdoor patio that is an approved dining area permitted through the Mississippi ABC.

A. Spedal Conditions/Inability to Meet Code

The subject property has unique conditions in that the dumpster services three (3) separate businesses and is located within a confined area with limited relocation options. The surrounding layout, including neighboring properties not controlled by the applicant, prevents relocation without creating significant issues.

Relocating the dumpster to the proposed location would place it directly in front of a patio that is a permitted dining area through the Mississippi ABC. This would create sanitary concerns and negatively impact customers who utilize the space.

Alternative locations would:

- Interference with customer access
- Disrupt daily operations of multiple businesses
- Restrict garbage collection access
- Impede emergency access

Due to these constraints, the applicant cannot reasonably meet the code requirement.

B. Not Self-Created Hardship

The hardship is not the result of any action taken by the applicant. The dumpster has been in its current position for approximately eleven (11) years during the applicant's operation of the business and was in place prior to that time.

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The previous owner obtained approval for the dumpster to be in its current position, and it has continuously served multiple businesses without issue. The shared nature of the dumpster and the existing property layout were established prior to the applicant's ownership and operation.

The applicant has not altered the property in a way that created this hardship and has made good faith efforts to comply with the ordinance and work with the city to identify a reasonable solution.

C. Unnecessary Hardship

An unnecessary hardship exists due to the physical limitation of the property and the shared use of the dumpster. Strict enforcement of the ordinance would require relocation of the dumpster to a position directly in front of a patio that is officially permitted as a dining area through the Mississippi ABC.

This would:

- Create sanitation concerns in a regulated dining area
- Negatively impact customer health, comfort, and experience
- Undermine the intended use of a state-approved dining space
- Disrupt operation for multiple businesses

If denied, the applicant would be forced into a situation that conflicts with both practical use of the property and the safe operations of an approved dining area.

D. No Special Privilege/Reasonable Use

Granting this variance will not confer any special privilege but will allow the applicant to continue reasonable use of the property consistent with its long-standing operation.

The variance allows the dumpster to remain in a location that:

- Does not interfere with customer access
- Does not create sanitary issues for a permitted dining area
- Allows proper waste collection
- Supports safe and efficient operation of all businesses involved

This request does not grant any unfair advantage. Rather, it prevents the applicant from being uniquely burdened due to conditions specific to this property.

On January 19, 2026, that matter was presented to the Board of Alderman for the City of Long Beach, who voted in favor of granting relief in a 4-3 decision. This prior approval reflects the request is reasonable and supported within the community.

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ABC PERMITTED OUTDOOR DINING AREA
A = PROPOSED DUMPSTER PLACEMENT

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QUARTERDECK EXISTING DUMPSTER LOCATION (SERVES 3 BUSINESSES)

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My Map



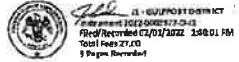
HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: November 18, 2025



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PREPARED BY:
Michael J. Tosten
Espanola Land & Title Co., LLC
1942nd Avenue
Collierville, MS 38901
(662) 894-8466
MS Bar # 120566

RETURN TO:
Michael J. Tosten
Espanola Land & Title Co., LLC
1942nd Avenue
Collierville, MS 38901
(662) 894-8466

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged,

KIJONKA INVESTMENT PROPERTIES, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
30 SEA DAKS B.V.D.
LONG BEACH, MS 39160
228.216.3240

does hereby sell, convey, and warrant unto

LUKE WAYNE
100 JEFF DAVIS AVENUE
LONG BEACH, MS 39160
228.919.4001

the following described land and property, lying and being situated in Harrison County, Mississippi.

First Judicial District and more particularly and certainly described as follows:

(See Exhibit A attached)(Page 2)
Indexing Instructions: A parcel situated in Section 13, Township 8 South, Range 12 West, city of Long Beach, Harrison County, Mississippi, First Judicial District.

This conveyance is subject to all covenants, restrictions, easements, rights of way and other matters of record. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantee agrees to pay said taxes or his assignee any deficit on the actual proration.

WITNESS the signature of the Grantor on this 1st day of February, 2022.

KIJONKA INVESTMENT PROPERTIES, LLC - GRANTOR

BY: Henry Kijonka
HENRY KIJONKA, ITS MANAGING MEMBER

PREPARED BY: MICHAEL J. TOSTEN
DEED BOOK 11 - GULFPORT DISTRICT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, HENRY KIJONKA, who acknowledged that he is the MANAGING MEMBER of KIJONKA INVESTMENT PROPERTIES, LLC, a LIMITED LIABILITY COMPANY organized under the laws of the State of Mississippi and that he signed, executed and delivered the above and foregoing instrument in said capacity as and for the act and deed of KIJONKA INVESTMENT PROPERTIES, LLC, after having been duly and officially authorized to so act

GIVEN under my hand and official seal of office this 1st day of February, 2022.

MY COMMISSION EXPIRES:

MAY 26, 2022

Michael J. Tosten
NOTARY PUBLIC
(SEAL)



PREPARED BY: MICHAEL J. TOSTEN
DEED BOOK 11 - GULFPORT DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE INTERSECTION OF THE WEST MARGIN OF JEFF DAVIS AVENUE AND THE SOUTH MARGIN OF 1ST STREET, AND RUN SOUTH 88 DEGREES 17 MINUTES 30 SECONDS WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 110.0 FEET; THENCE RUN SOUTH 28 DEGREES EAST A DISTANCE OF 70.0 FEET; THENCE RUN NORTH 22 DEGREES 41 MINUTES 28 SECONDS EAST A DISTANCE OF 169.1 FEET TO THE WEST MARGIN OF JEFF DAVIS AVENUE; THENCE RUN NORTH 28 DEGREES WEST ALONG SAID WEST MARGIN A DISTANCE OF 51.0 FEET TO THE POINT OF BEGINNING.

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Instrument# 20220002627
DEED BOOK - J - GULFPOR - DISTR CT

CORPORATE AUTHORIZATION RESOLUTION
KIJONKA INVESTMENT PROPERTIES, LLC

I, Margaret E. Kijonka, the undersigned Member of Kijonka Investment Properties, LLC ("Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of Mississippi, and the following is a true, accurate, and complete transcript of a resolution contained in the minute book of the Board of Directors of said corporation, duly held on the 14th day of January, 2022, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Henry Kijonka, Member of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his judgment may be necessary, appropriate and desirable in connection with any proposal submitted to, or any contract entered into within the State of Mississippi. This authority includes the authority to convey company property and assets.

Resolved, any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, within the State of Mississippi prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand, this the 14th day of January, 2022.


MARGARET E. KIJONKA, Member

Instrument# 20220002627
DEED BOOK - J1 - GULFPOR DISTRICT

CORPORATE AUTHORIZATION RESOLUTION
KIJONKA INVESTMENT PROPERTIES, LLC

I, Erin Kijonka, the undersigned Member of Kijonka Investment Properties, LLC ("Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of Mississippi, and the following is a true, accurate, and complete transcript of a resolution contained in the minute book of the Board of Directors of said corporation, duly held on the 14th day of January, 2022, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Henry Kijonka, Member of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his judgment may be necessary, appropriate and desirable in connection with any proposal submitted to, or any contract entered into within the State of Mississippi. This authority includes the authority to convey company property and assets.

Resolved, any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, within the State of Mississippi prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand, this the 14th day of January, 2022.


ERIN KIJONKA, Member

Instrument# 20220002627
DEED BOOK - J1 - GULFPOR DISTRICT

CORPORATE AUTHORIZATION RESOLUTION
KIJONKA INVESTMENT PROPERTIES, LLC

I, Alexander Kijonka, the undersigned Member of Kijonka Investment Properties, LLC ("Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of Mississippi, and the following is a true, accurate, and complete transcript of a resolution contained in the minute book of the Board of Directors of said corporation, duly held on the 14th day of January, 2022, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Henry Kijonka, Member of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his judgment may be necessary, appropriate and desirable in connection with any proposal submitted to, or any contract entered into within the State of Mississippi. This authority includes the authority to convey company property and assets.

Resolved, any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, within the State of Mississippi prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand, this the 14th day of January, 2022.


ALEXANDER KIJONKA, Member

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The Clerk reported that nine (9) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office, and the Water Department, 201 Jeff Davis Avenue and the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:



**LEGAL NOTICE
PUBLIC HEARING**

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Hearing for the purpose of considering a Variance.

Luke Wayne, 100 Jeff Davis Avenue, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "a variance from the City of Long Beach dumpster placement/screening ordinance for the property located at 100 Jeff Davis Avenue. Due to the physical layout of the property and the shared use of the dumpster among multiple businesses, there is not a feasible alternative location that would comply with the ordinance without negatively impacting sanitation, safety, customer access, and business operations." The City's requirements for dumpsters and screening are as follows:

• **Sec. 170. - Sites for and screening of dumpsters.**

(a) Every development that, under the city's solid waste collection policies, is or will be required to provide one or more **dumpsters** for solid waste collection shall provide sites for such **dumpsters** that are:

(1) Located so as to facilitate collection and minimize any negative impact on persons occupying the development site, neighboring properties, or public rights-of-way; and

(2) Constructed according to specifications established by the public works director to allow for collection without damage to development site or the collection vehicle.

(b) All such **dumpsters** shall be screened if and to the extent that, in the absence of screening, they would be clearly visible to:

(1) Persons located within any dwelling unit or residential property other than that where the **dumpster** is located.

(2) Occupants, customers, or other invitees located within any building on nonresidential property other than that where the **dumpster** is located, unless such other property is used primarily for purposes permitted exclusively in an industrially zoned district.

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (226) 863-1556 • FAX (228) 865 0822
www.cityoflongbeachms.com

(3) Persons travelling on any public street, sidewalk or other public way.

(c) When **dumpster** screening is required under this section, such screening shall be constructed, installed and located to prevent or remedy the conditions requiring screening.

The location of the request is 100 Jeff Davis Avenue. The legal description is as follows:

BEG AT INTER OF W MAR OF JEFF DAVIS AVE & S MAR OF 1ST ST & RUN S 68 DG 57 MN 20 SEC W ALONG S MAR OF 1ST ST 110.0 FT S 28 DG E 70.0 FT N 62 DG 41 MN 28 SEC E 109.1 FT TO W MAR OF JEFF DAVIS AVE N 28 DG W ALONG W MAR OF JEFF DAVIS AVE 58.0 FT TO POB PART OF SW 1/4 OF NW 1/4 OF SEC 13-8-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, May 14, 2026, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

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Attorneys

Harshbarger Lee and Melanic
22330 Derroel Road
Pass Christian, MS 39571

Financial Institutions

AFN A3SPRO001, LLC
c/o American Finance Trust, Inc.
7621 Little Avenue
Suite 200
Charlotte, NC 28226

Hancock Bank
11700 Preston Road
Suite 660 W-93
Dallas, TX 75230

Real Estate

EIP Holdings II LLC
c/o Everest Infrastructure Partners
Two Allegheny Center
Nuvea Tower 2, Suite 703
Pittsburgh, PA 15212

Tran Main T
117 Jeff Davis Avenue
Long Beach, MS 39560

Gulf Coast Investment Properties, LLC
7 Copper Court
Long Beach, MS 39560

Gulf Contracting LLC
6 Canal Place
Long Beach, MS 39560

Pamela A Sanders
1190 O'Quinn Drive
Culpeper, MS 39503

38 Jeff Davis Avenue, LLC
111 Lang Avenue, 2
Pass Christian, MS 39571

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, **TINA MADAI**, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission;
2. That in such capacity, she is responsible for mailing Notices of Public Meeting for the purpose of notifying property owners within One Hundred Sixty Feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public meetings and the business of the Planning Commission in and for the City of Long Beach;
3. That on April 23, 2026, she did cause to be mailed, Notice of Public Meeting, a copy of which is attached hereto, to 9 (nine) property owners within 160' (one hundred sixty feet), excluding rights-of-way, of Tax Parcel Number 0612D-03-070.000, notifying them that a Public Meeting will be held, Thursday, May 14, 2026, to consider an application for a Variance filed by Luke Wayne.

Given under my hand this the 20th day of April 2026.

Emma Ward
EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 20th day of April 2026.

-My Commission Expires _____ NOTARY PUBLIC



Nicole Gullot
NOTARY PUBLIC

The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, **BUNTER DAWKINS**, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereto attached has been made in the jurisdiction _____ on the following dates of such paper:

at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__
at No. _____ dated _____ day of _____ 20__

I, the undersigned, certify that the notice hereby published herein was published in accordance with the provisions of the laws of this State, and that the publication of this notice was made in accordance with the provisions of the laws of this State, and that the publication of this notice was made in accordance with the provisions of the laws of this State.

Witness my hand and seal of office on this _____ day of _____, A.D. 20__.

[Signature]
Notary Public

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Chairman DiLorenzo asked for anyone speaking in favor or opposition and no one came forward.

Vice Chairman Sterling made motion, seconded by Commissioner Baas, Jr. and unanimously carried to close the Public Hearing.

After considerable discussion, Vice Chairman Sterling made motion, seconded by Commissioner Hughes and unanimously carried to take no action.

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 14th day of May 2026, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the Regular Meeting the following named persons: Chairman David DiLorenzo, Vice Chairman Don Sterling, Commissioners Nicholas Brown, Joey King, Sean Hughes, Ray Baas, Jr, Philip LeBlanc, Building Official Mike Gundlach and Building Inspector Shawn Barlow.

Absent the Regular Meeting were Commissioners William Suthoff, Tim Dulaney and Minutes Clerk Tina M. Dahl.

There being a quorum present and sufficient to transact the business of this Regular Meeting, the following proceedings were had and done.

Commissioner Brown made motion, seconded by Vice Chairman Sterling and unanimously carried to approve the Regular Meeting minutes of April 23, 2026, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 708 Dogwood Drive, Tax Parcel 0511O-03-017.000, submitted by Taylor Morse, as follows:

MINUTES OF MAY 14, 2026
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 fax
APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 4/23/26
Zoning R-1
Agenda Date 5/14/26
Check Number 2631

(Initial on the line that you've read each)

88B Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

88B Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

88B Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 4-22-26

PROPERTY INFORMATION

TAX PARCEL # 05110-03-017.000

Address of Property Involved: 708 Dogwood Drive

Property owner name: Taylor Morse

Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 708 Dogwood Drive

Phone No. (228) 697-3707

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree and Turf, LLC

Phone No. 228-760-5296 Fax: _____

Name Sarah Blake

Address 6291 Beatline Rd.

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:

Trees are causing water to pool against the house and are leaning over fence and neighbor's shed.
(use separate sheet if needed)

Number of Trees:
3 Live Oak _____ Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Sarah Blake 4-22-26
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

88B TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

88B PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

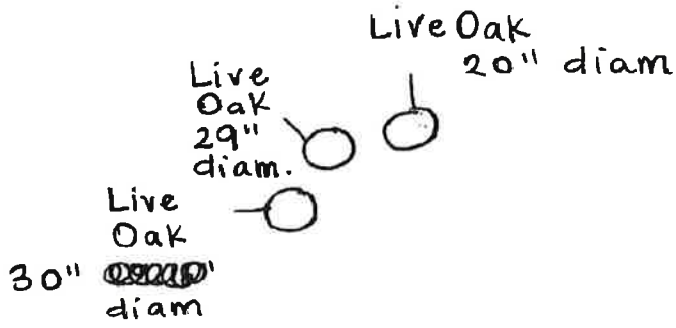
88B OWNERSHIP: Please provide a recorded warranty deed.

88B PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

88B REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

88B MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



708 Dogwood Dr

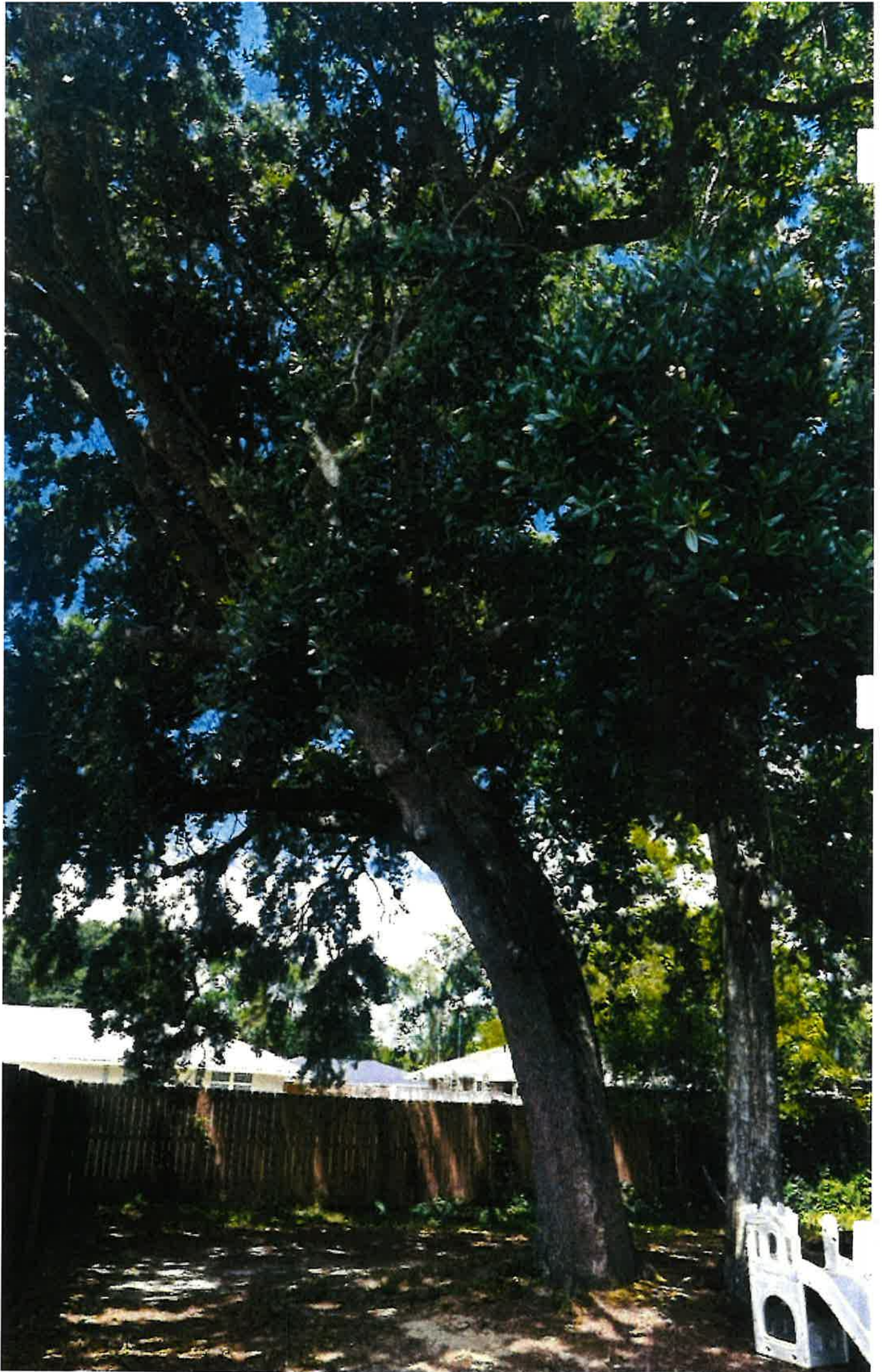
Google Maps



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF MAY 14, 2026 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st JUDICIAL DISTRICT
Instrument 2023-0005141-D-11
Filed/Recorded 03/27/2023 1:39:01 PM
Total Fees 26.00
2 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 230327

Index As:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

STARS & STRIPES HOLDINGS, LLC,
A Mississippi limited liability company
2700 24TH AVENUE
GULFPORT, MS 39501
228-224-0001

does hereby sell, convey and warrant unto

JEFFERY TAYLOR MORSE and wife, BRITTANY ROUTZAHN MORSE
as tenants by the entirety with full rights
of survivorship and not as tenants in common
708 DOGWOOD DRIVE
LONG BEACH, MS 39560
228-697-3707

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Four (4), less the South Six (6), feet thereof, PECAN PARK SUBDIVISION, Part Nine (IX), a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 32 at Page 8, thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

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

IN WITNESS WHEREOF, STARS & STRIPES HOLDINGS, LLC, a Mississippi limited liability company has caused this conveyance to be executed by its duly authorized officer, he having first been duly authorized to do so, on this the 24th day of March, 2023.

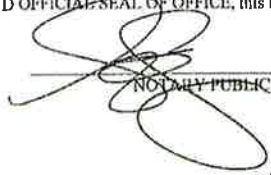
STARS & STRIPES HOLDINGS, LLC
A Mississippi limited liability company


By: JOSEPH T. EDENFIELD, SOLE MEMBER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JOSEPH T. EDENFIELD, who acknowledge that is/are SOLE MEMBER of STARS & STRIPES HOLDINGS, LLC, a Mississippi limited liability company, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 24th day of March, 2023.


NOTARY PUBLIC

My Commission Expires:



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**CITY OF LONG BEACH
TREE BOARD COMMITTEE
201 JEFF DAVIS AVE
LONG BEACH, MS 39560**

4 May 2026

MEMORANDUM FOR Long Beach, MS Planning Commission

SUBJECT: Recommendation for Tree Removal Application

1. This memorandum addresses the tree removal application for 708 Dogwood Drive, Long Beach, MS 39560. The Tree Board Committee conducted a thorough site review on April 30, 2026, and evaluated the application in accordance with the city's established tree preservation and removal guidelines.

2. Based on the findings, the Tree Board Committee's response to the application is as follows:

The Tree Board Committee voted to DISAPPROVE the tree removal request. During the site review, the Live Oak trees were observed to be old and well established. The trees appear to be healthy. The committee determined that the trees should be preserved in accordance with Ordinance No. 655 "The Tree Preservation and Protection Ordinance of the City of Long Beach, Mississippi".

3. Board members present and voting during the site review were the following:

1. Blane Sutton: Yes
2. Sherry Grady: Yes

4. The Point of Contact is Sherry Grady, (228-236-8816) sherryb1231@yahoo.com

Sherry Grady
Board Member
Long Beach Tree Board

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 14, 2026
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 14, 2026
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation made by the City of

Long Beach Tree Board, Vice Chairman Sterling made motion, seconded by

Commissioner Baas, Jr. and unanimously carried recommending to deny the

application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 23 Red Oak Drive, Lot 276, Tax Parcel 0511N-01-004.010, submitted by DSLD Homes Gulf Coast, LLC, as follows:

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 fax
APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 5/5/26
Zoning R-1
Agenda Date 5/14/26
Check Number 203-00020760

(Initial on the line that you've read each)

MB Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

MBX Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crowned.

MBX Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 5/5/26

PROPERTY INFORMATION

TAX PARCEL # 0511N-01-004.010

Address of Property Involved: Lot 276 Red Oak Drive

Property owner name: DSL D Homes Gulf Coast, LLC

Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 12341 Seaway Rd Suite 2001, Gulfport, 39503

Phone No. (985) 320-3279

CONTRACTOR OR APPLICANT INFORMATION

Company Name: DSL D Homes Gulf Coast, LLC

Phone No. Same as Above Fax: _____

Name Mitch Byars

Address Same As Above

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc. (use separate sheet if needed)

Live Oak tree located in the dead center of lot.
there is no way to build home on platted lot without removal.

Number of Trees:
1 Live Oak _____ Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

Mitch Byars 5/4/2026
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

MB TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

MB PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

MB OWNERSHIP: Please provide a recorded warranty deed.

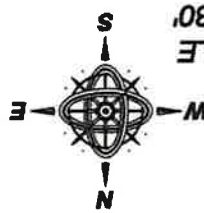
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MB REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

MB MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF MAY 14, 2026
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCALE
1" = 30'

BEARINGS ARE BASED
ON RECORDED
SUBDIVISION PLAT

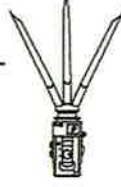


NOTES:
1.) CONTRACTOR TO VERIFY HOUSE POSITION/ORIENTATION AND BUILDING SETBACK LINES PRIOR TO CONSTRUCTION.
2.) SKETCH ONLY, NOT A BOUNDARY SURVEY.
3.) WHEN SETBACKS OVERLAP UTILITY AND/OR DRAINAGE EASEMENTS, SETBACKS ARE TO BE SET ON EASEMENT LINE.

INFORMATION FOR DSLD:
CONCRETE REQUIRED FOR 16' WIDE DRIVEWAY AND SIDEWALKS = 19 CU.YDS.±
CONCRETE SURFACE = 1,540 SQ.FT.±
SOD REQUIRED = 1,110 SQ.YDS.± (37 ROLLS±)

**A PLOT PLAN OF LOT 276,
BEAR POINT, PHASE 2, HARRISON
COUNTY, MISSISSIPPI.**

PATRICK M. MARTINO, PLS
13810 KATLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



FLOODZONE NOTE:
THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0352G, DATED JUNE 16, 2009.

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS, CURRENT EDITION.
- 2.) RECORDED PLAT OF BEAR POINT, PHASE 1-B, RECORDED IN PLAT BOOK 62 AT PAGES 36-38.
- 3.) RECORDED PLAT OF BEAR POINT, PHASE 2, RECORDED IN PLAT BOOK 64 AT PAGES 28-29.

ABBREVIATION

- LEGEND:**
- P = PLATTED DIMENSION
 - R = RADIUS
 - L = ARC LENGTH
 - CH = CHORD BEARING & DISTANCE
 - N90°00'00"E 435.00' = ACTUAL FIELD MEASUREMENT
 - F.Y.S. = FRONT YARD SETBACK
 - S.Y.S. = SIDE YARD SETBACK
 - R.Y.S. = REAR YARD SETBACK



CLIENT:
DSL D HOMES, LLC
DRAWN BY: JAG
DRAWING #: P26366
DATE: 4/14/2026

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF MAY 14, 2026 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PREPARED BY
Law Office of
LARRY F. PALUCK, PLLC
1027 Orange Grove Road
Gulfport, MS 39503
228-431-4400
T/F/Fax No. 268-3332
MS Bar No. 12793

Return To:
Law Office of
LARRY F. PALUCK, PLLC
1027 Orange Grove Road
Gulfport, MS 39503
228-431-4400
T/F/Fax No. 268-3332

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged:

Long Beach Holdings LLC, a Mississippi Limited Liability Company, Grantor
14397 Crossway Rd
Gulfport, MS 39503
228-699-7071

has hereby sold, conveyed and warranted

DLSD Homes (Golf Coast) LLC, a Delaware Limited Liability Company, Grantee
7666 Paces Land, Ste 100
Union Forge, LA 70519
225-369-0382

all his interest with full rights of conveyance and not otherwise in, to, with, the following described land and property being located in Harrison County, Mississippi, more particularly described as follows:

(See Exhibit A attached)

DEEDING INSTRUMENTS:
Lots 185-191, 268-269, 272-273, New Point S/D, Phase 3, Horizon Co. MS

It is agreed and understood that the term for the current year will be prorated to the next scheduled date when said taxes are available and the Parties hereto agree to pay on the latter of the actual payment.

This conveyance is made expressly subject to all restrictive covenants, right of way, easements, and mineral reservations and any other rights now of

RECORDED

record which affect the above described property

WITNES MY SIGNATURE, this 04th day of March, 2026

Long Beach Holdings LLC
[Signature]
By: Charles Galt, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public, in and for the above named joint grantors, the abovesigned, Charles Galt, who is known to me to be the Manager of Long Beach Homes LLC, a Mississippi Limited Liability Company and acknowledged that in said instrument he executed and delivered the above and foregoing instrument to this date and year hereon stated, after first having been duly authorized, so to do.

On the contrary hand and seal, this 04th day of March, 2026

My Commission Expires:



[Signature]
NOTARY PUBLIC

EXHIBIT A LEGAL DESCRIPTION

Lot One Hundred Eight Five (185), One Hundred Eighty Six (186), One Hundred Eighty Seven (187), One Hundred Eighty Eight (188), One Hundred Eighty Nine (189), One Hundred Ninety (190), One Hundred Ninety One (191), Two Hundred Ninety Eight (198), Two Hundred Ninety Nine (199), Two Hundred Seventy Four (274), Two Hundred Seventy Five (275), Two Hundred Seventy Six (276), Two Hundred Seventy Seven (277), Two Hundred Seventy Eight (278), Two Hundred Seventy Nine (279), Two Hundred Eighty (280), Two Hundred Eighty One (281), Two Hundred Eighty Two (282), Two Hundred Eighty Three (283), Two Hundred Eighty Four (284), Two Hundred Eighty Five (285), Two Hundred Eighty Six (286), Two Hundred Eighty Seven (287), Two Hundred Eighty Eight (288), Two Hundred Eighty Nine (289), Two Hundred Ninety (290), Two Hundred Ninety One (291), Two Hundred Ninety Two (292), Two Hundred Ninety Three (293), Two Hundred Ninety Four (294), Two Hundred Ninety Five (295), Two Hundred Ninety Six (296), Two Hundred 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**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**CITY OF LONG BEACH
TREE BOARD COMMITTEE
201 JEFF DAVIS AVE
LONG BEACH, MS 39560**

12 May 2026

MEMORANDUM FOR Long Beach, MS Planning Commission

SUBJECT: Recommendation for Tree Removal Application

1. This memorandum addresses the tree removal application for 23 Red Oak Drive, Long Beach, MS 39560. The Tree Board Committee conducted a thorough site review and evaluated the application in accordance with the city's established tree preservation and removal guidelines.

2. Based on the findings, the Tree Board Committee's response to the application is as follows:

The Tree Board Committee voted to APPROVE the tree removal request. During the site review, the Live Oak tree was observed to be in the center of the planned location for a home. The decision was made in accordance with Ordinance No. 655 "The Tree Preservation and Protection Ordinance of the City of Long Beach, Mississippi".

3. Board members present and voting during the site review were the following:

1. Blane Sutton: Yes
2. Sherry Grady: Yes
3. Michael McGill: Yes
4. Harold Donahue: Yes

4. The Point of Contact is Sherry Grady, (228-236-8816) sherryb1231@yahoo.com

Sherry Grady
Board Member
Long Beach Tree Board

**MINUTES OF MAY 14, 2026
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After considerable discussion and upon recommendation made by the City of Long Beach Tree Board, Vice Chairman Sterling made motion, seconded by Commissioner Hughes and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business, a Short-Term Rental for the property located at 601 East Beach Blvd, Tax Parcel 0612A-01-072.002, submitted by Chris and Jolyn Tenllado (owners) and Amber Rouse, Coast Accommodation Group (property manager), as follow:

**MINUTES OF MAY 14, 2026
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL**

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560
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PROPERTY INFORMATION:
ADDRESS: 601 E. Beach Blvd., Long Beach, MS 39560 Tax Parcel # 0612A-01-072,002
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: Chris + Jolyn Tenllado
Property Owner's Address: 1029 Buran Dr., O'Fallon, IL 62269
Property Owner's Mailing Address, if different from above:
N/A

Property Owner's Phone No: 618-830-5022 Email Address: ctenllado@charter.net

Is there a homeowner's association for the neighborhood? No If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Amber Rouse, Coast Accommodation Group

Property Manager's Address: (Must be a local contact)
69253 Diamondhead Dr. E. Diamondhead, MS 39525

Property Manager's Phone No.: 228-860-7773 Email Address: amber@coastaccommodationgroup.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # Airbnb / VRBO
 - Recorded Warranty Deed
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

- ADDITIONAL INFORMATION:**
- Completed written statement of compliance.
 - FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
 - LICENSE: A Privilege Tax License must be applied and paid for after approval.
 - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Amber Rouse Amber Rouse 4/15/26
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>8</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: Shaun Carlow Date: 5/1/26

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4/30/26</u>
Agenda Date: <u>5/14/26</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>3003</u>

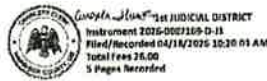
MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Jolyn Tenllado, owner of the property located at 601 E. Beach Blvd., Tax Parcel 0612A-01-072.002, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Jolyn Tenllado
signature

4/15/26
date



Prepared By: David B. Pilgar Attorney at Law 1406 Blenville Blvd. Ocean Springs, MS 39604 (228) 215-0011	Grantor: Bobby Wayne Mooney 80 Wayne Ln Collins, MS 39428 (601) 517-0661
Return To: Pilger Title Co. 1406 Blenville Blvd. Ocean Springs, MS 39584 (228) 215-0011	Grantees: Christopher Todd Tenllado Jolyn Michelle Tenllado 1029 Buran Drive O'Fallon, IL 62289 (618) 830-5022

File No. F-25-819

INDEXING INSTRUCTIONS: A part of Lot 1, Blk 26, Original Long Beach, 1st JD, Harrison Co., MS
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, Bobby Wayne Mooney, do hereby sell, convey and warrant unto Christopher Todd Tenllado and Jolyn Michelle Tenllado, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Bobby Wayne Mooney, by Instrument recorded in Instrument No. 2023-4273-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties herein agree to make all necessary adjustments on the basis of an actual proration.

This conveyance is not part of the Grantor(s) Homestead.

WITNESS MY SIGNATURE, on this the 13th day of April, 2026.

Bobby Wayne Mooney
Bobby Wayne Mooney

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Bobby Wayne Mooney who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 13th day of April, 2026.

(AFFIX SEAL) David B. Pilgar
NOTARY PUBLIC
Harrison County
Commission Expires
March 22, 2026

My commission expires:

DEED ACCEPTED BY:
Christopher Todd Tenllado Jolyn Michelle Tenllado
Christopher Todd Tenllado Jolyn Michelle Tenllado

MINUTES OF MAY 14, 2026 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

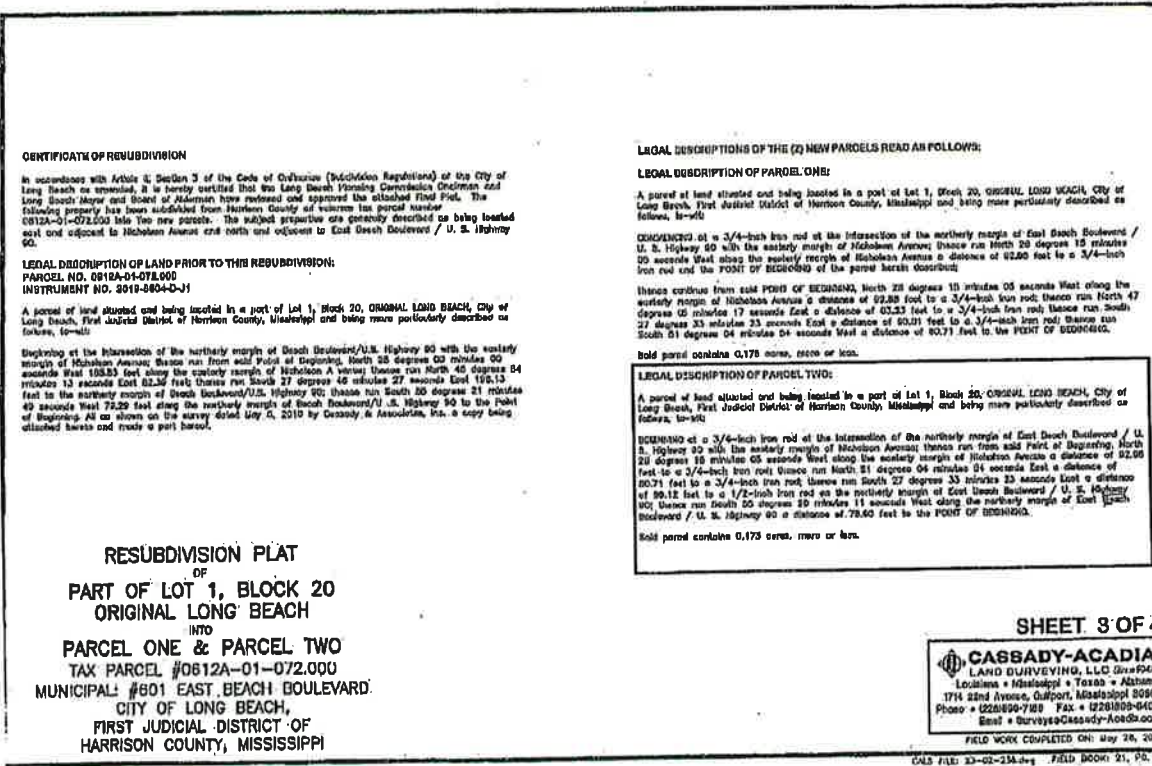
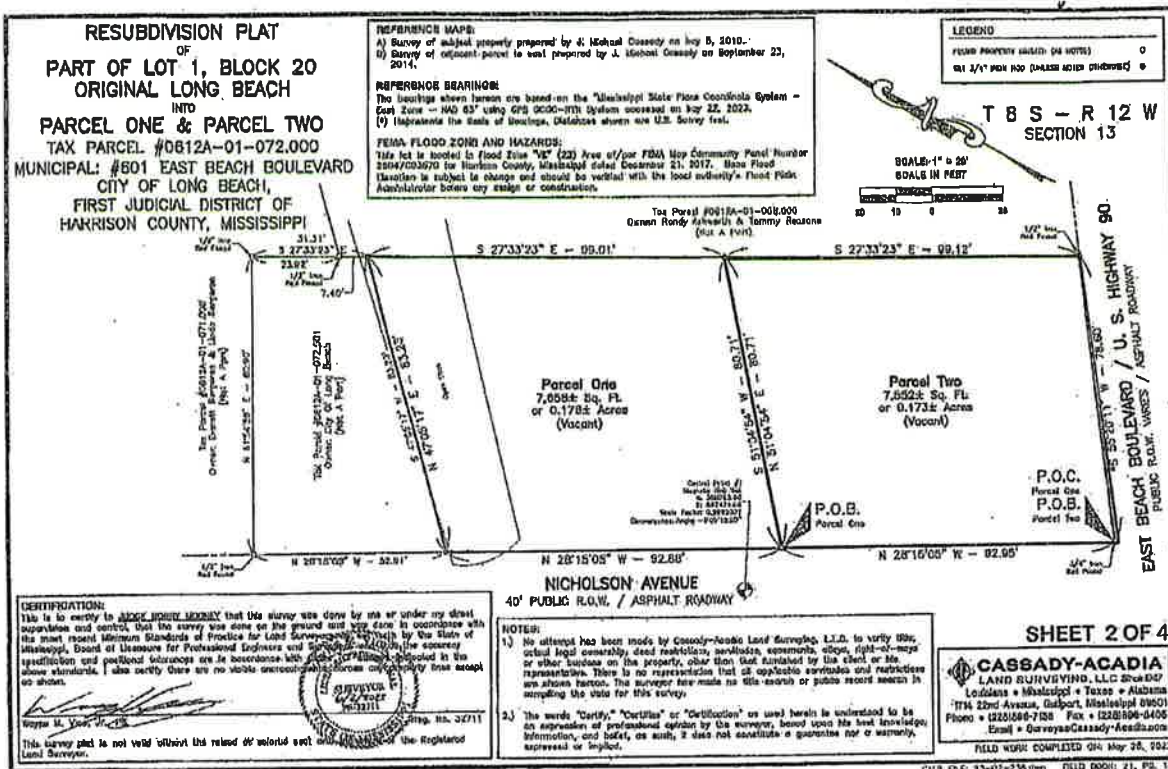
EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situated and being located in a part of Lot 1, Block 20, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a 3/4 inch iron rod at the intersection of the northerly margin of East Beach Boulevard/U.S. Highway 90 with the easterly margin of Nicholson Avenue; thence run from said point of beginning, North 28 degrees 15 minutes 05 seconds West along the easterly margin of Nicholson Avenue a distance of 92.95 feet to a 3/4 inch iron rod; thence run North 51 degrees 04 minutes 54 seconds East a distance of 80.71 feet to a 3/4 inch iron rod; thence run South 27 degrees 33 minutes 23 seconds East a distance of 99.12 feet to a 1/2 inch iron rod on the northerly margin of East Beach Boulevard/U.S. Highway 90; thence run South 55 degrees 20 minutes 11 seconds West along the northerly margin of East Beach Boulevard/U.S. Highway 90, a distance of 78.60 feet to the Point of Beginning. Said parcel contains 0.173 acres, more or less.

Christopher Todd Tenillado
Christopher Todd Tenillado
John Michelle Tenillado
John Michelle Tenillado

4/13/26
Date
4/13/26
Date



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Parking Plan
601 E Beach Blvd Long Beach MS 39560**

4 Parking spaces. 2 under the house and 2 In the driveway. No parking on the street for the grass.

**Trash Plan
601 E Beach Blvd Long Beach MS 39560**

Trash to be taken to the curb on Sunday nights and returned to the house on Monday mornings by the property manager.

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Rental Agreement

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: {{address}}

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").

QUIET HOURS. Quiet hours begin at 10:00 PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

OCCUPANTS. The total number of individuals staying on the Premises during the Lease Term shall be a total of {{number_of_guests}} guests.

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.

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: {{host_name}}

Telephone: {{host_phone}}

E-Mail:

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

**MINUTES OF MAY 14, 2026
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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.

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 Premises's location.

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Coastal American Insurance Company
PO Box 82558
Lafayette, LA 70598
Service: Please contact agency below
Claims Reporting: 855-836-4950



COASTAL AMERICAN
INSURANCE

Dwelling Property Policy
New Business Declaration
Effective: 04/08/2026
Amended Premium: \$ 0.00

POLICY NUMBER: MSD100779-00

POLICY PERIOD: 04/08/2026 - 04/08/2027 12:01am Central Time

PROCESS DATE: 03/27/2026

NAMED INSURED AND MAILING ADDRESS:

CHRISTOPHER TENLLADO
JOLYN TENLLADO
1029 BURAN DR
O FALLON, IL 62269

AGENCY NAME AND ADDRESS:

UNITED RISK AGENCY INC - 171288
2137 E PASS RD SUITE E
GULFPORT, MS 39507
(228) 206-3853 INFO@UNITEDRISKINS.COM

INSURED LOCATION: 601 E BEACH BLVD LONG BEACH, MS 39560

RATING INFORMATION

# OF FAMILIES	OCCUPANCY	YEAR BUILT	CONSTRUCTION	PROTECTION CLASS
1	Tenant	2024	Hardboard	2
TIER	TERRITORY	COUNTY	HYDRANT	FIRE DEPT.
15	39560	HARRISON	1001 ft	Long Beach Fire Department Station 2

DEDUCTIBLES

WIND/HAIL: (5%) - \$30,000

ALL OTHER PERILS: \$2,500

POLICY FORM: DP-3

PROPERTY COVERAGES

	<u>LIMIT OF LIABILITY</u>	<u>ANNUAL PREMIUM</u>
A - DWELLING	\$ 600,000	\$ 3,159
B - OTHER STRUCTURES	\$	\$ Not Incl.
C - PERSONAL PROPERTY	\$ 5,000	\$ INCL
D&E - RENTAL VALUE/ADDTL LIVING EXPENSE	\$ 60,000	\$ INCL

LIABILITY COVERAGES

L - PREMISES LIABILITY (each occurrence)	\$ 300,000	\$ 100
M - MEDICAL PAYMENTS TO OTHERS (each person)	\$ NOT INCLUDED	\$ 0.00

ENDORSEMENTS AND OPTIONAL COVERAGES

Itemized on page 2

DISCOUNTS AND SURCHARGES APPLIED

Discounts: Building Code, Hlp Roof, Age of Home, Electronic Policy
Delivery, Advanced Purchase

Surcharges: None

ANNUAL POLICY PREMIUM:	\$	3,284
Inspection fee	\$	35
Policy Fee	\$	125
TOTAL AMOUNT DUE:	\$	3,444

03/27/2026

Authorized Signature

Date

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Coastal American Insurance Company
Policy Number MSD100779-00

New Business Declaration
Effective: 04/08/2026

POLICY FORM AND ENDORSEMENTS	LIMIT	ANNUAL PREMIUM
MSDP DEC 10 23 - Policy Declarations		INCL
PrivacyNotice - Privacy Notice		INCL
PBORCA (09/11) - Policyholder Bill of Rights		INCL
DP 0003 0714 - Dwelling Property 3 Special Form		INCL
MSDP SPV 11 25 - Special Provisions Mississippi		INCL
MSDL SPV 08 24 - Special Provisions Mississippi		INCL
GSCA WEPWE 08 23 - Windstorm Exterior Paint and Waterproofing Exclusion		INCL
DP 0418 1202 - Windstorm or Hail Broad and Special Form		INCL
DL 2401 0714 - Personal Liability		INCL
DL 24 02 07 14 - Personal Liability Additional Policy Conditions		INCL
MSDP OCCPC 04 22 - Outline of Coverage and Comprehensive Policy Checklist		INCL
CAIC AAN 10 23 - Adverse Action		INCL
CAIC DP POLJ 04 22 - Policy Jacket		INCL
MS NFEE 04 22 - Notice of Flood and Earthquake Exclusions		INCL
GSCA DPPREML 10 23 - Premises Liability (Non-Owner Occupied Dwelling)		INCL
DP 04 22 07 14 - Limited Fungi Wet or Dry Rot or Bacteria Coverage		INCL
DL 24 71 12 02 - Limited Fungi Schedule		INCL
DP 04 11 12 02 - Automatic Increase in Coverage	2%	INCL
DP 04 95 07 14 - Limited Water Back Up and Sump Discharge or Overflow Coverage	\$5,000	\$35
GSCA DP LWD 08 23 - Water Damage Limitation	\$10,000	INCL
GSCA NSDL 04 24 - Non-Structural Damage Limitation		INCL
MS COB 04 22 - Wind and Flood Coordination of Benefits		INCL
IL P 001 01 04 - US Treasure OFAC Advisory Notice		INCL

MORTGAGE 1:

GULF SOUTH MORTGAGE LLC
ISAOA ATIMA
2137 E PASS ROAD
STE D
GULFPORT , MS 39507
LOAN #: TBD

IMPORTANT NOTICES

THIS POLICY CONTAINS A FLOOD EXCLUSION. FLOOD COVERAGE MAY BE PURCHASED SEPARATELY FROM THE NATIONAL FLOOD INSURANCE PROGRAM, IF AVAILABLE IN YOUR AREA.

THIS POLICY CONTAINS AN EARTHQUAKE EXCLUSION. CONTACT YOUR AGENT FOR INFORMATION CONCERNING THE AVAILABILITY OF EARTHQUAKE COVERAGE.

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After discussion, Commissioner Hughes made motion, seconded by Commissioner Brown and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business, a Short-Term Rental for the property located at 548 West Beach Blvd, Unit 131, Tax Parcel 0612E-03-037.031, submitted by William Edward Fritz and Elizabeth H. Fritz (owners) and Peter Nathan (property manager), as follows:

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560
PHONE: (228) 863-1554 FAX: (228) 863-1558
MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:
ADDRESS: 548 West Beach Blvd, #131 Long Beach, MS 39560 Tax Parcel # 0612E-03-037.031
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: William Edward Fritz & Elizabeth H. Fritz
Property Owner's Address: 44292 Forbes Farm Dr., Hammond, LA 70403
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: (504) 914-6374 City State Zip
Email Address: weafritz@aol.com

Is there a homeowner's association for the neighborhood? Yes. If so, please provide written statement of support of short term rental?
See Attach. and Covenants p. 9. Two night maximum.

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Peter Nathan
Property Manager's Address: (Must be a local contact)
548 West Beach Blvd., unit 127, Long Beach, MS 39560
City State Zip

Property Manager's Phone No.: 901-477-5431 City State Zip
Email Address: pternathan2002@gmail.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # VRBO
 - Recorded Warranty Deed
 - Parking Rules & Plan (also not 2 parking spaces per unit, See Attach. Covenants p. 5, 6)
 - Trash Management Plan (Dumpster provided by Pod. See Attach. Covenants p. 6)
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

- ADDITIONAL INFORMATION:
- Completed written statement of compliance.
 - FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
 - LICENSE: A Privilege Tax License must be applied and paid for after approval.
 - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

William E. Fritz PRINT NAME
[Signature] SIGNATURE
4/22/2026 DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 6	Maximum Vehicles allowed: 2	Number of bedrooms: 2	Number of people home can accommodate: 6
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I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: Shawn Barlow Date: 4/23/26
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 4-22-26
Agenda Date: 5-14-26
Amount Due/Paid: 250.00
Payment Method: 3426

MINUTES OF MAY 14, 2026 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

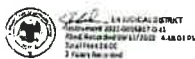


I William E. Fritz, owner of the property located at
548 W Beach Blvd #131 Long Beach, MS 38502, Tax Parcel 0612E-03-037.031,
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

William E. Fritz
signature

4/21/2026
date

SCANNED



Prepared By and Return To:
Sulowitz, Ogryz & Jordan, PLLC
1256 Hwy. 49
Gallatin, MS 38503
(228) 832-4259

Indexing Instructions:
Line 21, Best Case Consider Report
1st Judicial District, Harrison County, MS

File#211039

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$ 10.00), cash in
hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby
acknowledged:

Edna Woods, Jr. and Martin S. Woods
24574 Knowlwood Drive
Pass Christian, MS 38773
001-519-0663

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

William Edward Fritz and Elizabeth Howard Fritz,
as joint tenants with full rights of survivorship and not as tenants in common
44192 Farsons Farm Drive
Hammond, LA 70403
0505-545-1167

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

Unit No. 151, Home Club Condominiums as the same is recorded in Plat Book 34 at
Page 27 according to the Plan of Condominium and Declaration of Covenants,
Conditions, Restrictions and Exhibits thereto, dated October 11, 1981, and recorded
in Deed Book 994, Page 253, in the office of the Clerical Clerk of the First Judicial
District of Harrison County, Mississippi together with an undivided 1/10th interest in
and to the common areas of Home Club Condominiums appurtenant to each Unit as
such are defined in the aforesaid Plan of Condominium and Declaration of Covenants,
Conditions, Restrictions and Exhibits thereto.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and
easements applicable to subject property, and any pre-recorded reservation, lien, claim and interest of all

gas and minerals by previous owners of subject property.

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

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

ATTEST THE SIGNATURE of the Grantors on this the 15th day of June, 2022

Edna Woods, Jr.
Martin S. Woods

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the
jurisdiction aforesaid, Edna Woods, Jr. and Martin S. Woods, who acknowledged that they signed,
executed and delivered the above and foregoing instrument as a voluntary act and deed on the day
and year therein mentioned.

GIVEN under my hand and official seal on this the 15th day of June, 2022.

Edna Woods, Jr.
NOTARY PUBLIC

(SEAL)
My Commission Expires:



**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement**

By renting VRBO #3897531 (hereinafter the "Property") on a short term basis, the Tenants/ Renters hereby agree to be bound additionally by this VRBO Rental Agreement and agree to ensure that all occupants and visitors of the Property, during the entirety of the VRBO Rental Term, comply with all of the terms and conditions listed in this agreement. Any reservation obtained under false pretense or any breach of this Agreement may result in termination of the entire Rental Agreement by the Owners with no refund of monies and the Owners may enter the Property by force or by statutory proceedings and seek eviction and additional remedies available under the law.

PARTIES. This VRBO Rental Agreement (hereinafter the "Agreement") is entered into between the following parties:

TENANTS/RENTERS (hereinafter the "Guests"), and

OWNERS: William & Elizabeth Fritz, with a mailing address of 44292 Forbes Farm Dr., Hammond, LA 70403 (hereinafter the "Hosts") and their
MANAGEMENT COMPANY: Binsky, LLC.

PROPERTY. The Hosts agree to rent the described Property below (VRBO #3897531) to the Guests, and the Guests agree to rent from the Hosts the following property:

1. Property Address: 548 W Beach Blvd., Unit #131, Long Beach, MS 39560.
2. Type of Residence: 2-story Condo
3. Number of Bedroom(s): 2
4. Number of Bed(s): 2-Queens & 1-Full Loft (Max 150 lbs)
5. Number of Full Bathroom(s): 2
6. Number of Half Bathroom(s): 1
7. Community Pool: Yes No

OCCUPANCY LIMIT. The maximum number of individuals staying on the Property during the Rental Term shall be a total of 6 guests. The rental rate is based on this maximum occupancy. Based on representations by the Guests, this Rental Term will consist of the following occupants:

- a) Adults: maximum of 4

Occupancy exceeding the number of guests listed above may result in termination of the entire Rental Agreement by the Hosts with no refund of monies.

VRBO RENTAL TERM. During the VRBO Rental Term as detailed in the VRBO website booking/reservation, the Guests shall have access to the Property for the following time period (hereinafter the "Rental Term"): Check-In (1st day of the Rental Term) **after 4 PM** until Check-out (Final day of the Rental Term) **before 10 AM**.

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement

PAYMENTS: The Guests shall pay VRBO all Rent, Taxes, Fees and a refundable Security Deposit as detailed in the VRBO website booking/reservation. The Security Deposit is fully refundable within 14 days provided there are no damages to the Property or breaches of this Rental Agreement.

CANCELLATION. Cancellation terms are detailed in the VRBO website booking/reservation.

REFUNDS. The Hosts shall not provide a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions, an Act of God, or anything outside the control of the Hosts, unless a "mandatory evacuation order" has been given by a local government agency, in which case any unused portion of rent will be refunded. The Hosts strive to maintain the property in good condition and will arrange for appropriate repair/replacement as soon as possible under prevailing circumstances. The Hosts do not warrant any refund of rental monies stemming from: (1) breakdown of any appliances/devices, (2) power outages, or (3) adverse road/weather conditions.

MOVE-IN INSPECTION. Upon Check-in, the Guests shall inspect the property and inform the Hosts of any obvious damages in a timely manner.

NOTICES. All notices shall be sent to the Hosts using the contact information provided in this Agreement.

PERSON OF CONTACT. The Hosts **do not** have an agent/manager on the Property. Contact the hosts for any emergency, maintenance, or repairs at:

Agent/Manager's Name: **Bill and Liz Fritz**

Telephone: **(504) 914-6374, (504) 296-4760** E-Mail: **weafritz@aol.com**

HOST ENTRY. Hosts have the right at all reasonable times during the Rental Term to enter the Property if necessary for the purpose of inspection, repair or any other reasonable action. Unless an emergency, notice will be provided in accordance with applicable State law.

MAINTENANCE AND REPAIRS. Guests shall maintain the Property in a good, clean, and ready-to-rent condition and use the Property in a careful and lawful manner and in accordance with the entirety of this Agreement. Guests shall leave the Property in a ready to rent condition upon checking out, meaning that the Property should be immediately habitable by future guests. Should the property not meet these conditions, the Guests shall be responsible for paying for any maintenance and repairs. Guests agree that the Host shall deduct costs of said services from any Security Deposit prior to a refund if Guests cause any damage to the Property or any items located in and around the Property.

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement**

SUPPLIES AND AMENITIES. All items may be used by the Guests during the Rental Term and are subject to the terms and conditions set forth in this Agreement. One-time set-up of sheets, linens, bath towels, wash cloths, kitchen towels and/or dishcloths is included, as well as an adequate supply of paper products, shampoo, soap, and laundry and dish detergents. All of the aforementioned items are **not** to be used outside of the Property such as at the pool or the beach. Maid service is not included during the Rental Term. A washer and dryer are provided inside the Property.

USE OF PROPERTY. Guests shall use the Property for residential purposes only. Guests are explicitly prohibited from **subletting** the property or engaging in any commercial activity on the property. Guests are welcome to use anything found on the premises with the exception of the contents in any locked areas found inside or outside of the Condo. Guests may not force entry into any locked areas under penalty of trespass. Guests are responsible for care of the premises, and for any and all damage caused by negligent or wrongful acts perpetrated by any occupants or visitors. Guests shall take care to keep things in the condition found and return items to the location they were found in unless otherwise specified in this Agreement. Guests agree to pay for any damages or missing items, as well as any excessive cleaning fees associated with abuse or misuse of the Property.

TELEPHONE, CABLE TV, INTERNET. There is no phone service to this property. Guests will need to bring their mobile phones. Cable TV & internet service are provided. WIFI access details can be found in the VRBO Welcome Guide.



PARKING. The Hosts shall provide the following parking during your Rental Term: 2 parking spaces. Each unit is allotted 2 spaces with overflow in the grass lot past the pool. Parking is open and spaces are not reserved. Please be aware that you are parking at your own risk and the Hosts are not responsible for any damage or theft.

KEYS. This is a Keyless rental. Both the front and rear entrances utilize electronic keypads requiring a unique 4 digit code that will be active during the Rental Period. The code will be provided by the Hosts prior to the start of the Rental Period. All keys, if needed, should be left on the kitchen counter. The charge for lost or unreturned keys is \$35.

ADDITIONAL PROVISIONS. The ground level patio area located behind the Condo is Private Property. Please do not trespass. Use of the ground level area directly under the back deck is permissible. Lockable storage under the Condo is available upon request. Outdoor grilling is only allowed in the pool area. A community grill is available on a first come basis.

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement

SMOKING POLICY. No Smoking is allowed inside the Property. Do not throw butts on the lawn, deck, patio areas or in the water. Evidence of smoking inside the Property will result in complete forfeiture of the security deposit and may result in termination of the entire Rental Agreement by the Hosts with no refund of monies. The Hosts also reserve the right to seek monies for any additional damages incurred as a result of smoking in the property.

PETS. No pets of any kind are allowed in the Property. If evidence of pets is found in the Property, any Security Deposit shall be forfeited and it may result in termination of the entire Rental Agreement by the Hosts with no refund of monies. The Hosts also reserve the right to seek monies for any additional damages incurred as a result of having a pet in the property.

CANDLES & FIREWORKS. The lighting of candles or fireworks in or on the Property or within the Beau Clair Complex is strictly prohibited. Violation of this policy may result in termination of the entire Rental Agreement by the Hosts with no refund of monies.

PLUMBING. No feminine products or paper towels are to be put in the toilet. In order to prevent clogs, please limit the amount of toilet paper per flush. Do not pour any grease down the drain. Clogs due to inappropriate use which require a plumber will result in an additional \$35 service fee plus the cost of the plumber.

QUIET HOURS. During the Rental Term, Guests agree to abide by the following: Quiet hours begin at **10:00** PM each night and continue until **7:00** AM. Quiet hours consist of no loud noise, including music and fireworks, and keeping all noise at a minimum level. Noise complaints may result in termination of the entire Rental Agreement by the Hosts with no refund of monies. Guests, along with neighbors, shall enjoy each other's company in a quiet and respectful manner. Guests are expected to behave in a respectable manner and shall be good neighbors to any residents within the immediate area. Creating a disturbance of the area by violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct including but not limited to the use of foul, obnoxious or offensive language, shall be grounds for immediate termination of the entire Rental Agreement by the Hosts with no refund of monies.

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement**

BEAU CLAIR CONDO RULES. Guests and visitors must also follow the Beau Clair Condo Rules and Regulations. Failure to do so may result in termination of the entire Rental Agreement by the Hosts with no refund of monies.

Beau Clair Condominiums
548 Beach Boulevard West
Long Beach, MS 39560



RULES and REGULATIONS

- Quiet hours are between 10:00pm – 7:00am.
- Nothing shall be hung from the windows, porches or balcony rails – this includes towels.
- Any furniture, plants, etc. in the front of the unit should be kept within the porch area of the unit so it does not obstruct the plaza area.
- Units that have back areas should ensure that the area is clear for passage of other owners/guests.
- All outside areas of the unit should be kept clean of garbage – this includes cigarette butts.
- Pool hours are 8:00am – 10:00pm.
- Children under the age of 12 must be accompanied by an adult in the pool area.
- No GLASS containers on the pool deck.
- No grilling is allowed, except for the grill supplied in the pool area.
- Please be courteous and clean the grill after each use.
- Trash collection is located north of the clubhouse, behind the fenced enclosure.
- ✳️ • 2 parking spots are allowed for each unit. Additional parking for vehicles, boats or trailers is permissible in Beau Clair's open lot north of the dumpster. Please be aware that you are parking at your own risk and this area is provided for your convenience. Beau Clair is not responsible for damage or theft to vehicles or vehicle contents.
- All dogs should be kept on a leash in accordance with the City of Long Beach ordinance. Also, please be courteous of others by cleaning up any pet waste.



Enjoy your stay at Beau Clair!



MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement

LIABILITY.

1. Host Liability. Guests and any of their occupants hereby indemnify and hold harmless the Hosts against any and all claims of personal injury or property damage or loss arising from the use of the Property, unless the loss is a direct result of the Hosts' actions. Guests expressly recognize that any insurance held by the Hosts does not cover the personal property of Guests and that Guests should purchase their own insurance if such coverage is desired. Guests and visitors use the Property at their own risk. The Hosts shall not be held liable, nor otherwise responsible in any way for an injury to a Guest or visitor that is caused or permitted to be caused by the intentional or unintentional acts of Guests or visitors or by the failure of structures, appliances, furnishings, and/or other equipment, whether by malfunction, misuse, acts of God or Nature, and/or otherwise naturally occurring. The Hosts shall not be held responsible in any way for allergic reactions, caused or permitted to be caused by materials utilized in the manufacture of the premises or by the contents and/or furnishings of the Condo. By renting this Condo, Guests hereby agree to forever hold harmless and indemnify the Owners from any liability/responsibility arising therefore.
2. Guest Liability. Guests are liable for their own acts and the acts of any occupant or guest that they allow on the Property.

ATTORNEY'S FEES. Guests agree to pay all reasonable costs, attorney's fees, and expenses that result from the Hosts enforcing this agreement.

ILLEGAL ACTIVITY. Guests shall use the Property for legal purposes only. Any illegal use, including but not limited to, illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall be cause for immediate termination of the entire Rental Agreement by the Hosts with no refund of monies.

LOST POSSESSIONS. Any personal items or possessions that are left in the Property are not the responsibility of the Hosts. The Hosts shall make every reasonable effort to return the item to the Guests at the Guest's expense. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Hosts shall be able to keep or discard said items.

HAZARDOUS MATERIALS. At the Property, the Guests shall not possess any items that may be considered a fire hazard, other than items for cooking or the operation of an appliance. These items include, but are not limited to, gasoline, compressed gas, propane, kerosene, motor oil, fireworks, ammunition, or any other similar item whether in the form of a liquid, solid, or gas.

**MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
VRBO Rental Agreement**

CHECKOUT/CLEANING. Upon checkout, Guests are responsible for the following: please empty all trash/garbage and place in the dumpster, **DO NOT** strip the beds, leave used sheets/bedding in place on the beds, pile all used towels/washcloths in the bathtubs, place all dirty dishes in the dishwasher, load the dishwasher with detergent, and run the dishwasher. All other cleaning (vacuuming, mopping, dusting, washing of bedding and towels, cleaning of bathrooms, kitchen, etc.) is covered by the cleaning fee with the exception of excessive cleaning fees associated with abuse or misuse of the Property.

POSSESSION & SURRENDER. Guests shall be entitled to the possession of the Property at the Check-in date and time set forth in the "VRBO Rental Term" Section of this Agreement. Upon the agreed Check-out date and time, Guests shall peaceably surrender the Property to the Hosts in the condition it was provided, excluding reasonable wear and tear.

JOINT AND SEVERAL. If there is more than one Guest, all Guests shall be jointly and severally liable under this Agreement.

LEAD BASED PAINT. The Property was not built prior to 1978.

GOVERNING LAW. This Agreement shall be governed and subject to the laws of the State of Mississippi.

WAIVER. A delay or failure by the Hosts to enforce any section of this Agreement shall not be deemed as a waiver of any violation.

SEVERABILITY. If any provision of this Agreement, or the application thereof, is invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

AGREEMENT. The terms and conditions of this Agreement are agreed to by all of the Parties. It may only be modified or amended by written agreement and signed by all Parties to this Agreement. This Agreement replaces all previous discussions and agreements, whether oral or written. The Parties shall be bound until the termination of the Agreement. This Agreement is in addition to any and all terms and conditions set forth and established by VRBO.

MINUTES OF MAY 14, 2026
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
AMENDED PLAN OF CONDOMINIUM AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
BEAU CLAIR HOMEOWNERS ASSOCIATION

This Plan of Condominium is revised on this 26th day of October, 2013 by the Members of the Beau Clair Homeowners Association, Long Beach, Mississippi.

WITNESSETH:

Whereas the Beau Clair Condominium Homeowners Association is the owner of that certain parcel of land more particularly described in Exhibit A (the "Land"), attached hereto, and by reference made a part hereof, together with all of the buildings and improvements now or hereafter constructed or located on the Land (the "Improvements") and all rights, easements, privileges, and appurtenances belonging or in any way appertaining thereto located in the City of Long Beach, Harrison County, State of Mississippi, which is more particularly described hereafter, and hereby adopts this plan of Condominium covering said real estate, which condominium shall be known here forth as Beau Clair Condominiums:

Begin at the SW corner of Lot 1, Block 1, Oak Gardens Subdivision, said point of beginning being located on the North margin of U.S. 90 right-of-way, and then from said point of beginning run N 67 degrees 46' E along said right-of-way 5.4 feet; thence run N 00 degrees 01' E parallel with the West line of said Oak Gardens Subdivision 493.0 feet to a point located 5.0 feet East of the 89 degree 59' W 105.0 feet; thence run West 145.5 feet; thence run S 00 degrees 01' E 650.3 feet to the North margin of U.S. Highway 90 right-of-way; thence run N 67 degrees 46' E along said North right-of-way 264.9 feet to the point of beginning.

All of the above land is located in S/W ¼ of Section 14, Township 8 South, Range 12 West, City of Long Beach, First Judicial District, and Harrison County, Mississippi.

Whereas, a plat of the Land as described on EXHIBIT A which shows the location of each condominium unit, its proximity to other units and each unit's dimensions, as well as all elements of common ownership is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, reference to which is made for a more specific description of the Property.

NOW THEREFORE, pursuant to the Mississippi Condominium Law (Section 89-9-1, et seq., Miss. Code 1972 Ann., as amended), herein after called the "Act" and all recorded holders of a security interest in the Property (as evidenced by a Certificate attached thereto and filed in accordance with Section 89-9-9 of the Act) do hereby submit the Property to the provisions of the Act and subject it to the condominium form of ownership Beau Clair Condominiums, as provide for in the Act and hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**ARTICLE I
DEFINITIONS AND DESCRIPTIONS**

Section 1. Definitions. The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires.

- a) "Act" shall mean the Mississippi Condominium Law of the State of Mississippi, as found in Title 89, Chapter 9, Section 1, et seq. of the Mississippi Code of 1972 Annotated.
- b) "Assessment" shall mean the share allocated to a Unit and thereby the Unit Owners of such Unit of all Assessments levied by the Association pursuant to the provisions of Article VI hereof and any and all expenses, cost, charges and other amounts incurred with respect to either such Unit or the satisfaction, discharge or compliance with any obligations or duties of the Unit Owners of any Unit as specified in this Declaration.
- c) "Association" shall mean Beau Clair Homeowners Association, A Mississippi not-for-profit corporation, its successors and assigns.
- d) "Board of Directors" shall mean the Board of Directors of the Association.
- e) "By-Laws" shall mean the bylaws of the Association as amended from time to time.
- f) "Common Area" or "common area" or "Common Elements" or "common elements" shall mean and include all parts of the condominium property not located within the boundaries of a unit. Pursuant to Section 89-9-13 of the Act, each unit is allocated an undivided percentage interest in the Common Area equal to each other unit.
- g) "Common Expenses" or "common expenses" shall mean all expenditures lawfully made or incurred by, or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves.
- h) "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Beau Clair Condominiums, as supplemented from time to time.
- i) "Eligible Mortgage Holder" shall mean those holders of a First Mortgage on a Unit who have requested, in writing, the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders or of any Assessment or installment thereof, which shall become and remain delinquent for a period in excess of sixty (60) days.
- j) "First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against a Unit which has priority over all other mortgages, deeds of trusts or similar encumbrances creating liens or encumbrances against such Unit.
- k) "Invitees" shall mean an Owner's tenants, guests, patrons, and, employees or other guests or invitees.

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- l) "Limited Common Area" shall mean and include the exclusive of that portion or portions of the common area, if any, granted the Owner, or Owners of a specific unit as provided in Article II, Section 3.
- m) "Management Agent" means the person, if any, employed or retained by the Board of Directors for the purpose of conducting and managing the daily operations of the Association.
- n) "Member" shall mean each person who has a membership in the Association as provided by Article III.
- o) "Mortgagee" shall mean any person who owns, holds, or is the beneficiary of a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against any Unit, including, but not limited, to (i) a bank, (ii) a savings and loan association, (iii) a trust company, (iv) an insurance company, (v) a mortgage company, (vi) a trust, (vii) a mortgage insurance company, (viii) a mutual saving bank, (ix) a real estate investment trust, (x) a credit union, (xi) a pension fund, (xii) the Federal National Mortgage Association, (xiii) the Federal Home Loan Mortgage Corporation (xiv) a recognized institutional type lender or loan correspondent, (xv) any agency or a department of The United States of America or any state, county or municipal government, (xvi) a corporation, or (xvii) an individual.
- p) "Plan" shall mean the Plan of Condominium and Declaration of Covenants, Conditions, and Restrictions for Beau Clair Condominiums.
- q) "Person" shall mean an individual, a corporation, Limited Liability Company, a general or limited partnership, an association, a trust, an estate or any other legal entity.
- r) "Plat" shall mean the subdivision map(s) or plat(s) of the Property which has been or shall be filed for record in the office of the Chancery Clerk of Harrison County, Mississippi.
- s) "Properties", "Condominium", "Project", or "Property", shall mean the entire parcel of real property divided or to be divided into Condominiums, including the land, all improvements and structures thereon and all easement right and appurtenances belonging thereto including any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- t) "Supplement" means any amendment, modification, change, restatement of or to this Declaration.
- u) "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any unit which is a part of the Condominium, but excluding those having such interest merely as security for the performance of an obligation.
- v) "Unit" or "unit" shall mean a portion of the Condominium within the boundaries hereinafter described which is not owned in common with all other owners of other units in the condominium project. The Condominium consists of 49 units. Each unit consists of a dwelling and its appurtenant percentage of undivided interest in the Common Area. Each unit's appurtenant percentage of undivided interest in the Common Area is one forty ninth percent (1/49th %). The units are depicted on the diagrammatic floor plans of

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the building recorded in the office of the Chancery Clerk of the Harrison County, Mississippi in accordance with Section 89-9-9 of the Act. Except as provided in Section 1 (c) of this Article, which describes the Common Areas, each unit includes that part of the structure, which lies within the following boundaries:

- i. Horizontal (upper and lower): the horizontal boundaries are the interior surfaces of the floors and ceilings. The lower boundary is the top of the unfinished concrete floor and the upper boundary is the bottom surface of the unfinished ceiling.
- ii. Vertical (perimetric): the vertical boundaries of each unit, and all portions of the units having exterior walls, are the inner unfinished surface of all such exterior walls, provided that where there are windows or doors, the boundary is the interior surface of such doors and windows when closed. As to the wall between a unit and the adjacent unit, the boundary is the center line of such wall. Where a balcony, terrace or patio (access to which is only from the unit) is shown on the attached plans as part of an individual unit, such balcony, terrace or patio shall be and constitute a part of the unit, whether enclosed without the perimeter walls or not.
- iii. All attachments to the exterior wall or unit which are a part thereof, which protrude beyond the boundaries of a unit as specified above, and which were constructed in accordance with the original design of the unit, even though located beyond the boundaries thereof, shall be and are deemed to be included within the boundaries of the unit so served.
- iv. Any and all conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service which serve only one unit or part of that Unit, when located within the boundaries thereof, shall be and are deemed to be included within the boundaries of the Unit so served.
- v. The owner of each respective Unit shall not be deemed to own separately the basic structural and supporting portions of the perimeter wall, floors, and ceiling surrounding his respective Unit, nor shall the Unit Owner be deemed to own separately, pipes, wire, conduits or other public utility lines, running through said respective Units which are utilized for or serve more than one Unit, but the same shall be owned as tenants in common as part of the Common Area; however, each Unit Owner shall have an easement in the interest of other owners in and to the aforesaid Common Areas and facilities as shall be necessary for the support, maintenance, use and enjoyment of his Unit; such Unit Owner shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings and the facilities, fixtures and equipment built or placed in and outside said unit and used for the exclusive service and convenience of such Unit.

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ARTICLE II
PROPERTY RIGHTS

Section 1. Ownership and Owner's Easements of Enjoyment. The Property shall be constituted as a condominium project as defined by the Act and shall continue as such forever unless terminated in the manner provided herein or in said Act. Every Unit Owner shall have and be entitled to all the rights and privileges granted under said Act subject to the provisions as herein set forth:

- a) Each Unit shall be individually transferred, conveyed and encumbered and shall be subject to ownership, possession, mortgage or sale and all other acts common to the ownership of real property as if it were solely and entirely independent of the other units in the project.
- b) Every Unit Owner shall have an exclusive ownership of his unit and shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every unit. Article II, Section 1 (b) is subject to the following provisions:
 - i. the right of the Association, acting by and through its Board of Directors, to suspend the voting rights and right to use of the said facilities by a Unit Owner for any period during which any assessment against his unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - ii. the right of the Association, acting by and through its Board of Directors, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided in Article IV, Section 6 and for such other purposes and subject to such other conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by sixty-seven percent (67%) of the members agreeing to such dedication or transfer has been recorded;
 - iii. the right of the Association, acting by and through its Board of Directors, to manage, control and adopt rules and regulations governing the management and use of the Common Area and Restricted Common Area in accordance with this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 2. Delegation of Use. Any Unit Owner may delegate, in conformance with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the members of his family, tenants under a lease approved pursuant to the provisions of Article VII, or contract purchasers who reside on the property and not otherwise.

Section 3. Limited Common Area. The ownership of each unit shall entitle the owner or owners thereof to the exclusive use of the following:

- a) **Parking Rights.** The use of two automobile parking spaces per unit owned within the parking areas designated on Exhibit "A" as "Limited Common Area" which space shall be assigned by the Association and which shall be near and convenient to said unit as reasonably possible, together with the right of ingress and egress in and upon said parking area.

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- b) **Patio.** The use of the patio area immediately adjacent to each unit is assigned as limited common area to the unit so served.
- c) **Crawl Space.** Each owner is entitled to the exclusive use of the crawl space below his or her unit. The Association is not responsible for any of owner's property which owner may choose to store or place in said limited common area.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Members of the Association shall be and consist of every person who is, or who hereafter becomes, a Unit Owner.

Section 2. Voting Rights. Each Member shall have one vote in the election of each officer of the Association.

Section 3. Membership Appurtenant to Real Property. In every case, the membership shall be appurtenant to the ownership of a unit. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the unit to which the membership is appurtenant.

Section 4. Other Voting Provisions. If a unit is owned of record by more than one person or entity, then the vote appurtenant to such unit may be exercised by any one of the owners thereof, unless the other owner or owners of such Unit shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said unit shall not be counted.

ARTICLE IV
MANAGEMENT AND CONTROL OF COMMON AREAS

The Association shall have the exclusive right to control all of the Common Area and each Unit owner's ownership of an undivided interest in the Common Area is expressly made subservient to the rights of the Association to manage and control the Common Area. It is the intention of the Declaration that the Association be free and uninhibited in the exercise of its rights and duties hereunder, and to such end the words "management and control" shall be given their broadest possible meaning. In addition, the Association shall have the following powers and duties:

Section 1. Management, Control and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the condominium project and, for the benefit of the condominium units and the owners thereof, shall enforce the provisions hereof and shall pay out of a common expense fund the following:

- a) the cost of providing water, sewer, garbage and **trash collection**, electrical, gas and other necessary utility services for the common area, and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units;

→ Dumpster on site

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- b) the cost of services of a person or firm to manage the project to the extent deemed advisable by the Association, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the condominium project;
- c) the cost of providing such legal and accounting services as may be considered necessary to the operation of the condominium project;
- d) the cost of painting, maintaining, replacing, repairing and landscaping the Common Area and such furnishings and equipment for the Common Area as the Board of Directors shall determine are necessary and proper; including but not limited to:
 - i. all portions of a unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to the outside wall of the building and all fixtures on the exterior thereof; boundary walls of the units, floor and ceiling slabs; and load-bearing columns and load-bearing walls, all exterior walls and doors of any storage or closet located on a terrace or patio forming a part of any unit; and
 - ii. all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained; and
 - iii. all fencing which encloses the Restricted Common Area adjacent to and immediately to the rear of each unit and the perimeter of the Common Area property.

All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

- e) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas; provided however, that if any of the aforementioned are provided or paid for the benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided for special assessments, except that no vote of unit owners shall be required; and
- f) the cost of the interior or exterior maintenance or repair of any condominium unit in the event such maintenance or repair is reasonable and necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the condominium project, or is otherwise in the interest of the general welfare of all owners of the condominium units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the condominium unit proposed to be so maintained and provided, further, that the cost thereof shall be assessed against the condominium unit on which such maintenance or repair is performed, and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable

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and a continuing lien and obligation of said owner in all respects as other liens provided for herein; and

- g) any amount necessary to discharge any lien or encumbrance levied against the condominium project or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Area rather than the interest of the owner of any individual condominium unit. Payment of this expense is discretionary with the Board of Directors.

Section 2. Association as Attorney-in-Fact. The Association, acting by and through its Board of Directors, is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the project, and for each of them, to manage, control and deal with the interests of such owners in the common areas of the project so as to permit the Association to fulfill all its powers, functions and duties under the provisions of this Declaration, the Charter and By-Laws. The forgoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an appointment of the Association as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Association, acting by and through its Board of Directors, may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Association and Board of Directors shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated. Any management agreement entered into by the Association shall provide among other things that such an agreement may be terminated for cause, without penalty by either party upon thirty (30) days written notice thereof to the other party. Any Management agreement shall also provide that such agreement may be terminated without cause and without penalty by either party upon ninety (90) days written notice. The term of any such management agreement shall not exceed one year; provided however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one year periods.

Section 4. Unit Owner's Duty to Maintain.

- a) The owner of any condominium unit shall, at such owner's expense, maintain the interior of such condominium unit and any and all equipment, appliances or fixtures therein situated, and its other appurtenances, (including, without limitation, any balcony, deck, crawl space or terrace appurtenant to such condominium unit and designated or reserved for exclusive use by the owner of a particular condominium unit), in good order, condition and repair, provided however, that all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of any balcony, deck, crawl space, or terrace appurtenant to such unit shall be performed by the Association and not the Unit Owner. In addition to the foregoing, the owner of any condominium unit shall, at such owner's expense, maintain, repair, and replace any plumbing and electrical fixtures, water heaters, plenum, heating and air-conditioning equipment (including air-conditioning compressors located outside the unit, which shall be maintained at each owner's expense), lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be in or appurtenant to such condominium unit.

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- b) Windows, doors, crawl space and patios; the owner of any condominium unit shall, at such owner's expense, clean and maintain any balcony, deck terrace, crawl space or patio appurtenant to the condominium unit, the interior and exterior surface of all windows of the condominium unit, and both the interior and exterior surfaces of any door leading into a unit or to any balcony, deck terrace or patio appurtenant to the condominium unit. Maintenance of exterior surfaces required by this subsection shall not include painting. All exterior painting shall be done under the supervision, control and expense of the Association unless otherwise herein specifically provided.
- c) In the event that the owner of any unit fails to maintain such owner's unit and all of the equipment, appliances, fixtures and equipment and its other appurtenances and such failure, in the opinion of the Board of Directors, might cause or result in damage to the property or other units within the property if not repaired or properly maintained as required by this Section 4, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees to enter upon said parcel and to repair, maintain and restore such unit. The cost of such repair and maintenance shall be assessed to such unit and its owner as provided in Section 5 of Article VI.

Section 5. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by this Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable effort to give notice to the Unit Owner or occupant, to enter any condominium unit at any hour considered to be reasonable under the circumstances.

Section 6. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and /or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the condominium project as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Area or for the preservation of the health, safety, convenience and/or welfare of the owners of the condominium units.

Section 7. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any condominium unit, or other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas, another Unit, or from any wire, pipe, drain, conduit, loss or damage, by theft or otherwise, of articles which may be stored in any Unit or upon any of the Common Area.

**ARTICLE V
USE RESTRICTIONS**

Section 1. Residential Use. All condominium units shall be used for private residential purposes exclusively.

Section 2. Leasing. With the exception of a lender in possession of a condominium unit following a default in the first mortgage, a foreclosure proceeding or any deed or other

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1 Day or Less →

arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. **All leases shall be in writing.** No portion of any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly, following the execution of any such lease, forward conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Declaration, the Charter and the By-Laws and to such other reasonable rules and regulations relating to the use of the Common Area, or other "house rules" as the Board of Directors may from time to time promulgate.

2 night minimum

By the Hour

Section 3. Time Sharing. No Unit Owner shall be permitted to sell time share interest in and to his unit.

Section 4. Prohibited Uses and Nuisances.

- a) No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisances shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members;
- b) there shall be no obstruction of any Common Area. Nothing shall be stored upon any Common Area (excepting those areas designated for storage of personal property by the owners of the condominium units), or within or upon any parking space (except for motor vehicles), without the approval of the Board of Directors. Vehicular parking upon the common areas may be regulated by the Board of Directors;
- c) nothing shall be done or maintained in any condominium unit or upon the Common Area which will increase the rate of insurance on any condominium unit or Common Area, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon the Common Area which would be in violation of any law. No waste shall be committed upon the Common Area;
- d) no structural alteration, construction, addition or removal of any portion of the common elements shall be commenced or conducted except in strict compliance with the provisions of this Declaration and with the written approval of the Architectural Review Committee as required by Article XIV hereof;
- e) dogs or other pets shall be leashed at all times when outside of the Condominium Unit of its owner/master. The Unit Owner and/or Association Member is responsible to control his or her pets so that they will not interfere with the use and enjoyment of the Common Area by other Association members, their tenants and guests. Owners are required to clean up after their pets. No barnyard or wild animals shall be allowed anywhere within the Complex at any time. Condominium unit owners, their tenants and guests are restricted by the regulations referencing pets as found in City Ordinance #423 and Ordinance #549 in the offices of the City of Long Beach;
- f) no signs of any character, including "For Sale" signs, shall be erected, posted or displayed upon, in, from, or about any Condominium Unit, including any window of a

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Unit, or common areas. The Board of Directors, at their sole discretion, may place any such signage at such location it may determine.

- g) except as herein elsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck camper, camper truck, house trailer, boat or the like shall be kept upon any of the Common Areas, except as provided in the By-Laws Article XVI, section 13, nor shall the repair or extraordinary maintenance of boats, automobiles or other vehicles be carried out on any of the Common Areas or within or upon any parking area or pier;
- h) no part of the Common Area shall be used for commercial activities of any character;
- i) no burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building material. or trash of any other kind shall be permitted within any Condominium Unit or upon any Common Areas. Trash and garbage containers shall not be permitted to remain in public view. All refuse shall be placed in plastic bags and deposited with care in trash compactors (dumpsters) designated for such purpose at such locations as may from time to time be designated by the Board of Directors;
- j) no structure of a temporary character, trailer, tent, shack barn or other outbuilding shall be maintained upon any common elements at any time; outdoor clothes dryers or clothes lines shall not be maintained upon any of the Common Areas at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or upon any of the Common Areas or from or upon any balcony, deck or terrace;
- k) no outside television or radio aerial antenna or dish, for reception or transmission, shall be maintained upon any condominium unit or upon any of the Common Areas except for such antenna or dish that may be placed upon the Common Area by the Association for service to all units or the club house, without the prior written consent of the Board of Directors;
- l) nothing shall be stored upon any of the Common Areas nor shall the cooking or preparation of food be permitted thereon or upon any other portion of the Common Areas of the project, except for areas designated for such purposes on the plan attached thereto and such other areas as may be designated by the Board of Directors from time to time;
- m) no member shall engage or direct any employee of the Association on any private business of the membership during the hours such employee is employed by the Association nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association;
- n) there shall be no violation of any rules for the use of the common areas, or other "house rules", which may from time to time be adopted by the Board of Directors, pursuant to Article XV;
- o) that portion of all window coverings and all covering used in connection with windows or glass enclosing any terrace, including but not limited to shades, curtains, sheers, drapes, blinds, etc. which are visible when looking at the exterior of the building, must be white or off-white in color;

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- p) no child care service or related activities shall be conducted or carried on within a Unit or on the Common Area.

Section 5. Occupancy. Each Unit Owner shall be responsible for the actions of all invitees (including family, guests and renters) and compliance with the terms of this Declaration, the By-Laws and applicable rules and regulations of the Association. In the event a majority of the Unit Owners (excluding the owner of the Unit) decides that a person or persons occupying a unit have become an annoyance, then the person or persons must vacate the Unit within thirty (30) days after written notification. This right vested in the Unit Owners to object to a person(s) behavior is absolute and not conditioned on any standard other than the determination of a majority of the Unit Owners as aforesaid.

ARTICLE VI
COVENANT FOR MAINTENANCE AND ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a unit, whether or not it shall be so expressed in his deed, is deemed to covenant and agree to pay to the Association; (1) annual (or monthly) assessments of charges on a per unit basis; and (2) special assessments for capital improvements. Such assessments are to be established and collected as hereinafter provided. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the obligation of the owner of such unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them, but the passing of title shall not affect the validity of the lien upon the unit.


Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the protection, improvement and maintenance of the Common Area. Such assessments shall include, but shall not be limited to funds for the actual cost of the Association of all administration, insurance, repair, replacements and maintenance of the Common Area as may be required by the Declaration, including water and sewer services provided for common use, and as may from time to time be authorized by the Association or its Board of Directors, and shall include the establishment and maintenance of an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and the Limited Common Area which the Association, by the terms of this Declaration, may be obligated to maintain.

Section 3. Annual Maintenance Assessment. Prior to the first day of January in each year the Board of Directors shall adopt a budget estimated by the Board of Directors to be sufficient to meet the cost and expenses described in Section 2 hereof and shall fix and levy the Annual Maintenance Assessment at an amount sufficient to meet the budget adopted by the Board of Directors. The Board of Directors, in fixing the maximum annual assessment, may increase such assessment each year not more than ten (10) percent above the maximum assessment for the previous year unless otherwise approved by at least fifty-one percent (51%) of the entire membership.

Section 4. Additional Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a capital improvement assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto.

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Section 5. Special Assessments. The Association may levy special assessments against units for reimbursement of repairs, corrections or other actions performed by the Association pursuant to this Declaration or the By-Laws together with interest and other reasonable charges thereon resulting from the following circumstances:

-  a) **Insurance Proceeds Insufficient.** If the proceeds of insurance obtained by the Association are not sufficient to reconstruct improvements located on the Property or otherwise effect any repair or restoration of any damage or destruction to all or any portion of the Property, then and in that event, all the Unit owners shall be assessed, as a special assessment, for the necessary funds to restore the damaged improvements. Said special assessment shall be made by written notification from the Board of Directors to the Owners of the Property which is to be repaired or restored as provided in Article IV of this Declaration and shall be payable in full to the Association, as Trustee, within sixty (60) days following such notice or as otherwise may be specified in said notice.
- b) **Owners Failure to Maintain Improvements.** If any Unit Owner fails to perform the maintenance or make the repairs required by Section 4 of Article IV of this Declaration, and the Board of Directors causes such maintenance or repair to be performed in accordance with the provisions of this Declaration, all costs and expenses incurred in connection with such work maintenance or repairs shall be immediately assessed and charged solely to and against such unit as a special assessment. Said special assessment shall be made by written notification by the Board of Directors to the Unit Owner and shall be payable in full to the Association within thirty (30) days following such notice.
- c) **Damage to Common Areas.** If any damage or destruction to any portion of the Common Area or restricted Common Area (if any) is caused by any negligent or malicious act or omission of any Unit Owner or his invitee, the Board of Directors shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not covered or reduced by insurance proceeds paid to or received by the Association) shall be assessed and charged solely to and against said Unit Owner and his unit as a special assessment. Said special assessment shall be made by written notification from the Board of Directors to the Unit Owner and shall be payable in full to the Association within thirty (30) days following such notice.
- d) **Act Increasing Insurance Premiums.** If any act or omission of any Unit Owner or any of his invitees shall increase the premiums for any insurance policy maintained by the Association for the benefit of the Property and the owners, the amount of such increase shall be assessed and charged solely to and against such Unit Owner and his unit as a special assessment. Said special assessment shall be made by written notification from the Board of Directors to the Unit Owner and shall be payable in full to the Association within ten (10) days in advance of the date or dates for the payment of such increased insurance premiums, or within ten (10) days following such notice, whichever is later. The making of such payment by said Unit Owner shall in no way violate, authorize, sanction, or permit the particular act or omission and shall not limit any of the right of the Association provided by law or granted herein, including without limitation, the right to enjoin the particular activity.
- e) **Excessive use of Common Metered Utilities,** Any Unit Owner desiring to use appliances, air conditioning or other equipment or utilities which would result in such Unit Owner using more of the common metered utilities than the normal anticipated use, as determined by the Board of Directors, may request that his unit be assessed for such

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- additional use. If the Board of Directors, in its sole discretion, determines that an owner's use of the common metered utilities is, in its opinion, substantially greater than that of other owners, and such Unit Owner has not submitted same to the Association for assessment, the Board of Directors shall be entitled to levy a special assessment against such Unit Owner and his unit to cover the additional cost to the Association of such owner's heavy use. Said special assessment shall be made by written notification from the Board of Directors to the Unit Owner and shall be payable in full to the Association within thirty (30) days following such notice.
- f) **Excessive Use Damaging Property.** In the event any portion of the Property is damaged as a result of excessive usage by any Unit Owner or his invitees, the cost of such maintenance and repairs shall be assessed against such Unit Owner as a special assessment. Such special assessment shall be made by written notification from the Board of Directors to the Unit Owner and shall be payable in full to the Association within thirty (30) days following such notice.
- g) **Other Special Assessments Authorized by this Declaration.** In addition to the special assessments specifically authorized by the provisions of this section, whenever this Declaration provides that the Association shall have the right to assess a cost or expense against a Unit Owner and his unit as a special assessment, such special assessment shall be made by written notification from the Board of Directors to the Unit Owner and shall be payable in full to the Association within thirty (30) days from such notice or within such extended period as the Association shall determine shall be applicable to any such special assessment.
- h) **Delinquent Payment.** Any special assessment made in accordance with this Declaration shall be a separate debt of each Unit Owner against whom the same is specially assessed and against his unit and shall bear interest upon any unpaid portion thereof after the due date at the maximum rate permitted by law or at the rate of ten percent (10%) per annum, whichever is less.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) day nor more than sixty (60) days in advance of the meeting. At the first meeting such called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall not be necessary, and the assessment may be approved by the assent of sixty-seven percent (67%) of the votes of the members who are voting in person or by proxy.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly, quarterly, or annual basis, at the discretion of the Board of Directors.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month. The Board of Directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. After the first year, or part thereof, the annual assessment period shall be January 1 thru December 31. Written notice of the annual assessment shall be sent to every unit owner subject thereto. The due dates shall be the tenth

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(10th) day of the month that the assessment is due, provided however, at unit owners request, said assessment may be paid quarterly.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Unit owner who is 60 or more days in arrears; who is personally obligated to pay the same; or foreclose the lien against the property or both. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit and no Unit Owner may voluntarily resign from membership.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the property, or upon any individual unit. Sale or transfer of any unit shall not affect the assessment lien. Provided, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall only extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, and no such sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof, and the grantee of any such unit shall become a Unit Owner thereof subject to this Declaration.

**ARTICLE VII
RESTRICTION**

Section 1. Transfer of Units. The Unit Owner of any Condominium Unit shall have the right and privilege to sell, convey and transfer said unit on such terms and conditions, as he may desire, provided such terms and conditions are not in conflict with the provisions of this Declaration.

**ARTICLE VIII
CONSENT OF ELIGIBLE MORTGAGE HOLDERS**

Section 1. First Mortgages. The Unit Owners, or the Board of Directors, or the Association by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of fifty-one percent (51%) of the outstanding first mortgages who have requested notice from the Association of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders:

- a) Alter voting rights;
- b) Increase assessments that raise the previously assessed amount by more than 10%; assessment liens, or the priority of assessment liens;
- c) Reduce reserves for maintenance, repair, and replacement of common elements;
- d) Change responsibility for maintenance and repairs;
- e) Reallocate interests in the general or limited common elements, or right to their use;
- f) Redefine unit boundaries;
- g) Convert units into common elements or vice versa;
- h) Expand or contract the project, or the addition, annexation, or withdrawal of property to or from the project;
- i) Modify hazard or fidelity insurance requirements;
- j) Impose any restrictions on the leasing of units;
- k) Impose any restrictions on a unit owner's right to sell or transfer his or her unit;
- l) Restore or repair the project (after damage or partial condemnation) in a manner other than that specified in the documents;

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- m) Create or modify provisions that expressly benefit mortgage holders, insurers, or guarantors; or
- n) Partition or subdivide a condominium unit.

ARTICLE IX
ADDITIONAL RIGHTS OF MORTGAGEES

Section 1. Notice to and Rights of Eligible Mortgage Holders. The Association shall promptly notify any Eligible Mortgage Holder on any Unit for which any Assessment remains delinquent for at least sixty (60) days, and the Association shall promptly notify the holder of the First Mortgage on any Unit for which there is a default by the Unit Owner with respect to performance of any other obligation or duty under this Declaration which remains uncured for at least sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity of priority of any First Mortgage on any Unit, and the protection provided in this Declaration to any Eligible Mortgage Holder on any Unit shall not be altered, modified or diminished by reason of such failure, nor shall any such failure affect the validity of the lien of any Assessment or affect any of the priorities for liens as specified in Article VI. No suit or other proceeding may be brought to foreclose the lien for any Assessment levied pursuant to this Declaration, except after 10 days written notice to any Eligible Mortgage Holder holding a first mortgage encumbering the Unit which is the subject matter of such suit or proceeding.

Section 2. Eligible Mortgage Holders, will, upon request, be entitled to:

- a) inspect the books and records of the Project during normal business hours; and
- b) receive an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project; and
- c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
- d) current copies of this Declaration, the By-Laws of the Association and rules concerning the Project.

Section 3. In the event of substantial damage to or destruction of any unit or any part of the Common Area, then the holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Project will entitle the Unit Owner or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

Section 4. If any unit or portion thereof or the common area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and notwithstanding any other provisions of this instrument, neither the Unit Owner or any other party shall be entitled to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

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**ARTICLE X
EASEMENTS**

Section 1. Enjoyment of Common Area. Every Unit owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:

- a) The right of the Associations Board of Directors to limit the number of guests that may use the common area;
- b) The right of the Associations Board of Directors to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area; and
- c) The right of the Associations Board of Directors to suspend the voting rights and right to use the recreation facilities by a Unit Owner for any period during which any assessment against his unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family or his tenant who reside on the property.

Section 2. Encroachments and Support. Each unit and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the units so affected agree that minor encroachments of parts of the adjacent unit or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Every portion of a unit contributing to the support of an abutting unit shall be burdened with an easement of support for the benefit of such abutting unit.

Section 3. Utilities, Etc

- a) An easement in each Unit shall exist for the benefit of all units for pipes, wires, conduits, or utility lines which are utilized by or serve more than one unit as set forth in Article 1, Section (i) and (v).
- b) There is hereby granted a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system, television cable, and all utilities including, but not limited to, water, sewers, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior and interior walls of the units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Association Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article X shall in no way affect any other recorded easement on said property.

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Rules and policies

 Give feedback

[Check-in & out times](#) [House rules](#) [Rental agreement](#) [Booking type](#) [Payment terms](#) [Damage protection](#)

Check-out instructions

- Load the dishwasher
- Start the dishwasher
- Gather used towels
- Remove personal items
- Remove leftover food and drinks
- Take out the trash
- Turn off the lights
- Lock the doors
- Please place all trash in the dumpster, DO NOT strip the beds, leave used sheets/bedding in place on the beds, pile all used towels/washcloths in the bathtubs.



Maximum overnight guests

For safety reasons/load limits, Don't use Loft bed


Enter the total number of guests that you'll allow to sleep at your property.

 Edit note for guests

Max overnight guests
6

Max adults (optional)
4

Does the primary renter need to meet a minimum age requirement?

 Additional note for guests

Yes, the primary renter needs to meet a minimum age requirement.

Age
30

No, the primary renter does not need to meet a minimum age requirement.

Are events allowed?

Yes, events are allowed.

No, events are not allowed.

Are pets allowed?

Yes, pets are allowed.

No, pets are not allowed.

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Are children allowed?

 Additional note for guests

Yes, children are allowed.

Which ages are allowed?

0 - 2 years

3 - 12 years

13 - 17 years

No, children are not allowed.

Is smoking allowed?

Yes, smoking is allowed.

No, smoking is not allowed.

Custom rules

Use up to three custom rules to let guests know of any other do's and don'ts when booking your property.

Rule 1 (optional)

Delete

By Renting this property, Tenants/Guests also agree to the terms of the VRBO Rental Agreement that has been uploaded separately to this VRBO #3897531

150 character maximum

0

Rule 2 (optional)

Delete

The ground level patio area located behind the Condo is private property and not to be used by Tenants/Guests.

150 character maximum

39

Rule 3 (optional)

Delete

Upon departure, please put all used towels in the bathtubs, load and run the dishwasher, and take all trash to the dumpster. DO NOT strip the beds

150 character maximum

2

You've reached the maximum number of custom rules. You can edit or a delete an existing rule.

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Long Beach Condo 131
Vrbo 389753 | 542 Beach Blvd W Long Beach, MS

Settings

Pricing Availability

Month Year

Apr > 2026 <

Calendar

Show or hide Feedback & help Export options

Sun	Mon	Tue	Wed	Thu	Fri	Sat
5- \$ 165	6- \$ 165	7- \$ 165	8- \$ 165	9- \$ 165	10- \$ 165	11- \$ 165
12- \$ 165	13- \$ 165	14- \$ 165	15- \$ 165	16- \$ 165	17- \$ 165	18- \$ 165
19- \$ 165	20- \$ 165	21- \$ 165	22- \$ 165	23- \$ 165	24- \$ 165	25- \$ 165
26- \$ 165	27- \$ 165	28- \$ 165	29- \$ 165	30- \$ 165		

Length of stay

Minimum nights
2 nights

Maximum nights

Booking limits

Minimum notice
2 days

Advance booking
3 months

Cancellation policy

Relaxed

Standard
Full refund up to 30 days before check-in



- Dashboard
- Inbox
- Calendar
- MarketMaker™
- Performance
- Opportunities
- Property
- Payments
- Local laws
- Help

Terms and Conditions
Privacy Policy
© 2025 Vrbo and its affiliates

Booked Tentative Imported Conflict Blocked Unbookable

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HOMEOWNERS POLICY DECLARATIONS

Renewal Policy Certain Underwriters at Lloyd's, London Policy No : PLC-0023116 - 1
Name Insured and Mailing Address General Agent : RT Specialty
Fritz, William & Fritz, Elizabeth Insured's Producer : Maxwell Insurance Group, Inc
44292 Forbes Farm Drive 904 Camp Four Jacks Rd, Biloxi, MS, 39532
Hammond Phone# - (228) 207 1896 Fax# - (855) 515 6113
TANGIPAHOA Agent Name :
LA
70403

Policy Period : 12 Months From : 10/10/2025 To : 10/10/2026
12:01 AM Standard Time at the Described Location

This insurance applies to the Described Location. Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a premium is stated.

The Residence Premises :

Property Coverages	Limits of Liability
A - Dwelling	\$82,000
C - Personal Property	\$31,212
D - Loss of Use	\$16,646

Optional Coverages

Water Damage Coverage	Included
Water Backup and Sump Overflow	\$5,000
Increased Loss Assessment	\$5,000
Special Coverage A	Yes
Replacement Cost on Contents	Yes
Primary Flood Coverage applies only for units on 2nd floor or higher	\$25,000 Sub-limit

Liability Coverages

Liability Coverages	Limits of Liability
E - Personal Liability	\$500,000
F - Medical Payments to Others	\$1,000
Personal Injury	No

Deductibles

Property Deductible(s) : \$2,500 Wind/Hail : \$2,500 (Wind/Hail) Other Deductible :
Water Damage Deductible: \$2,500

Form(s) and endorsement(s) made a part of this policy for this location(s) :
548 W Beach Blvd unit # 131 #131 , LONG BEACH , MS , 39560

SEE ARF1779 - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s) :

TRUSTMARK BANK, ISAOA/ATIMA P.O BOX - 2790 KENNESAW, , GA , 30156 # 4289289

Rating Information :

Occupancy : Rental - Short Term/Seasonal Year of Construction : 2008 Territory : 2
Construction : Masonry Number of Units : Single Family Fire District or Town : LONG BEACH
Protection Class : 3

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Basic Premium (Property+Liability) :	\$1,473.00
Surplus Lines Tax :	\$64.92
Windstorm tax :	\$48.69
Stamp Fee :	\$4.06
Filing Fee :	\$0.00
Inspection Fee :	\$0.00
Policy Fee :	\$150.00
Total Premium :	\$1,740.67
Minimum Earned Premium :	25.00 %

THIS DECLARATION TOGETHER WITH THE POLICY JACKET, HOMEOWNERS POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED HOMEOWNERS POLICY

Date : 08-06-2025

By :

(KIERAN DEMPSEY)
Correspondent

Certain Underwriters at Lloyd's, London : B0507BB301750T - 60%
Convex Insurance UK Limited : B0507BB301751T - 30%
Certain Underwriters at Lloyd's, London : B0507NL2400017/AFB - 10%

ARF9122 (3/04)

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After discussion, Vice Chairman Sterling made motion, seconded by Commissioner Baas, Jr. and unanimously carried recommending to approve the application as submitted.

There being no further business to come before the Planning and Development Commission at this time, Vice Chairman Sterling made motion, seconded by Commissioner King and unanimously carried to adjourn the meeting until the next regular scheduled meeting in due course.

APPROVED:

Chairman David DiLorenzo

DATE: _____

ATTEST: _____

Building Inspector Shawn Barlow