

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Be it remembered that a public hearings of the Long Beach Planning Commission of the City of Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 8th of June 2017, 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 was present and in attendance on said Commission and at the public hearing the following named persons: Commission Chairman Frank Olaivar, Commissioners Donald Frazer, Randy Fischer, Chris Carrubba, Jeff Hansen, Ron Robertson, Planning Commission Consultant/Advisor Bill Hessell, and minutes Clerk Veronica Howard.

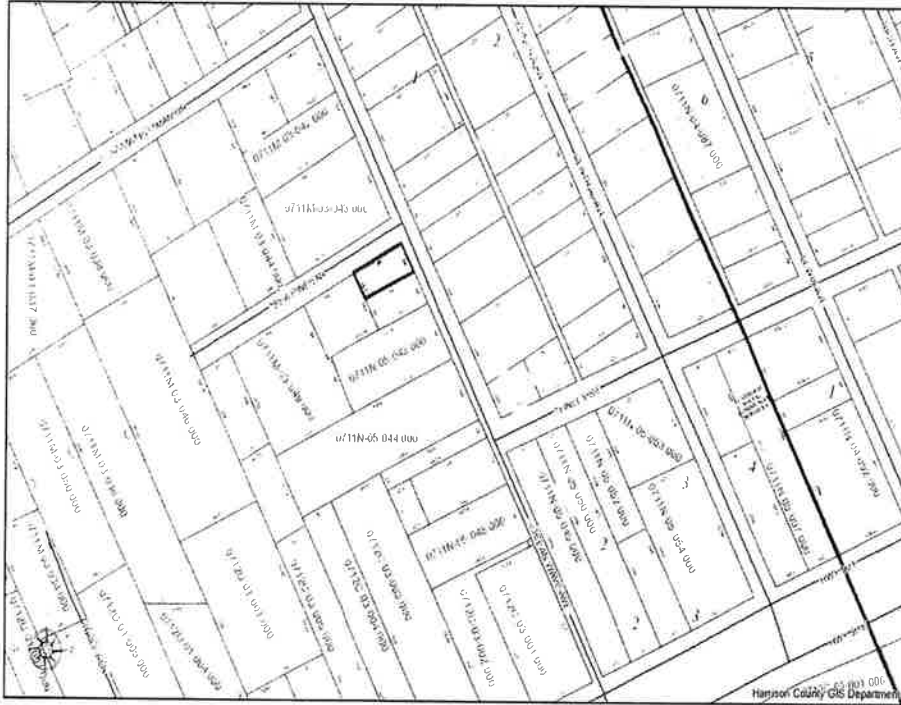
Commissioner Nicholas Brown was absent the public hearing.

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

* *

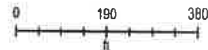
The 1st public hearing was called to order to consider a Variance for property located at 168 Ocean Wave Avenue, tax parcel #0711N-05-040.000, submitted by Shawn Barlow on behalf of Barlow Builders, Inc. as follows:

SUBJECT PROPERTY: 168 Ocean Wave Ave - Tax Parcel 0711N-05-040.000



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.
MAP DATE: May 19, 2017



MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

475



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 5/18/2017
Zoning R-1
Agenda Date 6/18/2017
Check Number 7317

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0711N-05-040.000
- II. Address of Property Involved: 168 OCEAN WAVE AVENUE
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
SEEKING A 6' VARIANCE OF THE STANDARD 18' REQUIRED SETBACK OF SEA PINE LANE. SEE SURVEY ATTACHED.

****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? NORTHWEST CORNER OF THE PROPERTY IS 6' FROM SEA PINE LANE AND NORTHEAST CORNER OF THE PROPERTY IS 11' FROM SEA PINE LANE. A 6' VARIANCE WOULD ALLOW FOR A 1680 SF (UNDER ROOF) HOME AS OPPOSED TO A 1344 SF (UNDER ROOF) HOME.
- 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. APPLICANT DID NOT CREATE/CAUSE ANY CONDITIONS RELATED TO THIS REQUEST.
- 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? NO UNNECESSARY HARDSHIP EXISTS.
- 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. PROSPECTIVE HOME OWNER REQUESTING HOME TO BE BUILT WOULD PREFER THE ADDITIONAL 336 SF A VARIANCE WOULD ALLOW.

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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 \$100.00. 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 do 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.

BARLOW BUILDERS, INC.
 Name of Rightful Owner (PRINT)

P.O. BOX 3276
 Owner's Mailing Address

GULFPORT, MS 39505
 City State Zip

(888) 837-9779
 Phone

[Signature] 5/18/17
 Signature of Rightful Owner Date

SHAWN B BARLOW
 Name of Agent (PRINT)

308 E 3RD STREET
 Agent's Mailing Address

LONG BEACH, MS 39560
 City State Zip

(888) 297-5556
 Phone

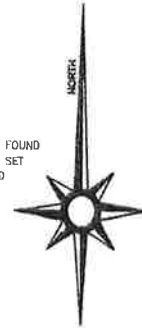
Shawn Barlow 5/18/17
 Signature of Applicant Date

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR6 GPS RECEIVER AND TOPCON GPT-9005A ROBO TIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL OUDLEY, INC. RTK NETWORK, AND ARE BASED ON SFG (2301 MS E).
- 3.) ELEVATIONS SHOWN ARE BASED ON NAVD83, GEIOD 2009.
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-4477.
- 6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- ⊗ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊗ -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- ⊗ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET



RECORD DESCRIPTION:

Beginning at a point at the intersection of the North margin of the existing concrete sidewalk that lies adjacent to and parallel with the Beach Boulevard in said City of Long Beach, where the same crosses the East line of Lot Two <2> of GOTTSCHALK SURVEY, and running thence North along the East margin of said Lot Two <2> a distance of 672 feet to the Point of Beginning, and from said Point of Beginning running thence Westerly and parallel with said sidewalk a distance of 96 feet to the West margin of said Lot Two <2> of Gottschalk Survey, running thence Northerly along the West margin of said Lot Two of Gottschalk Survey a distance of 50 feet to the South margin of a street, running thence Easterly along the South margin of said street a distance of 96 feet to the East margin of said Lot 2, being the West margin of Ocean Wave Avenue, in the said City of Long Beach, running thence Southerly along the East margin of said Lot Two <2> and the West margin of said Ocean Wave Avenue a distance of 50 feet to the Point of Beginning, being a part of Lot Two (2) of the Gottschalk Survey.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
 CLIFFORD A. CROSBY, P.L.S. DATE 5/4/2017



THIS PROPERTY IS LOCATED IN F.J.R.M. ZONE "X500" ACCORDING TO MAP NUMBER 28047CQ357C DATED JUNE 16, 2009

SURVEY CLASS - "B"		FOR: BARLOW BUILDERS	BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST
SCALE: 1" = 30'		DATE OF FIELD WORK: 4/25/2017	
<p>CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 FAX: 228-594-9477 EMAIL: cliffordcrosby@cableone.net</p>		PARTY CHIEF: CC	
		INSTRUMENT MAN: DM	
		RODMAN: CC	
		DRAWN BY: CAC	
		DRAWING NUMBER: 15427 BARLOW	
		REVISED:	

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

SCANNED



1st Judicial District
Instrument 2017-1345 B -11
Filed/Recorded: 02/02/2017 03:48 P
Total Fees \$ 12.00
2 Pages Recorded

Indexing: Pt. of Lot 2, Gottschalk Survey
Harrison County, MS

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
2200 25th Avenue
Gulfport, MS 39501
(228)896-8962



STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

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

SHAWN B. BARLOW
P.O. Box 100
Long Beach, MS 39560
(228)297-5556

does hereby SELL, CONVEY and QUITCLAIM unto

BARLOW BUILDERS, INC.,
A Mississippi Corporation
P.O. Box 3296
Gulfport, MS 39505
(228)297-5556

the following described land together with all improvements thereon located in the First
Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Beginning at a point at the intersection of the North margin of the existing concrete
sidewalk that lies adjacent to and parallel with the Beach Boulevard in said City of
Long Beach, where the same crosses the East line of Lot Two (2) of GOTTSCHALK
SURVEY, and running thence North along the East margin of said Lot Two (2) a
distance of 672 feet to the Point of Beginning, and from said Point of Beginning
running thence Westerly and parallel with said sidewalk a distance of 96 feet to the
West margin of said Lot Two (2) of Gottschalk Survey, running thence Northerly
along the West margin of said Lot Two of Gottschalk Survey a distance of 50 feet to
the South margin of a street, running thence Easterly along the South margin of
said street a distance of 96 feet to the East margin of said Lot 2, being the West
margin of Ocean Wave Avenue, in the said City of Long Beach, running thence
Southerly along the East margin of said Lot Two (2) and the West margin of said
Ocean Wave a distance of 50 feet to the Point of Beginning, being a part of Lot Two
(2) of the Gottschalk Survey.

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THE ABOVE described property is no part of the homestead of the Grantors nor any part
thereof.

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

TAXES for the year 2017 are hereby prorated and the same are hereby assumed by the
Grantee herein. It is agreed and understood that the taxes for the current year have been
prorated as of this date on an estimated basis, and that when said taxes are actually determined, if
the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual
proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS my signature on this the 22 day of February, 2017.

Shawn B. Barlow
SHAWN B. BARLOW

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and
state on this 22 day of February, 2017, within my jurisdiction, the within named
SHAWN B. BARLOW, who acknowledged that she executed the above and foregoing
instrument.

David B. Estes
NOTARY PUBLIC

(SEAL)

My Commission Expires:



MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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The clerk reported that eighteen (18) notices of public hearing were sent by regular mail, to property owners within two hundred feet (200') 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; Said notice was ordered as part of these proceedings:

City of Long Beach



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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **variance**.

Shawn Barlow, on behalf of Barlow Builders, Inc., PO Box 3296, Gulfport, Mississippi, 39505 has filed an application for a variance in accordance with the Comprehensive Long Beach Unified Land Ordinance **the applicant is requesting a 6' (six foot) reduction in the side yard setback requirement on a corner lot. The side yard setback requirement on a corner lot is 18' (eighteen feet).** The address of the subject property is 168 Ocean Wave Avenue, the tax parcel number is 0711N-05-040.000. The legal description is as follows:

Beginning at a point at the intersection of the North margin of the existing concrete sidewalk that lies adjacent to and parallel with the Beach Boulevard in said City of Long Beach, where the same crosses the East line of Lot Two (2) of GOTTSCHALK SURVEY, and running thence North along the East margin of said Lot Two (2) a distance of 672 feet to the Point of Beginning, and from said Point of Beginning running thence Westerly and parallel with said sidewalk a distance of 96 feet to the West margin of said Lot Two (2) of Gottschalk Survey, running thence Northerly along the West margin of said Lot Two of Gottschalk Survey a distance of 50 feet to the South margin of a street, running thence Easterly along the South margin of said street a distance of 96 feet to the East margin of said Lot 2, being the West margin of Ocean Wave Avenue, in the said City of Long Beach, running thence Southerly along the East margin of said Lot Two (2) and the West margin of said Ocean Wave a distance of 50 feet to the Point of Beginning, being a part of Lot Two (2) of the Gottschalk Survey.

A public hearing to consider the above variance will be held in the City of Long Beach, Mississippi 39560, Thursday, June 8, 2017, 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 Commission

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, VERONICA HOWARD, 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 Hearing for the purpose of notifying property owners within Two Hundred Feet (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning Commission in and for the City of Long Beach;

3. That on May 19, 2017, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 18 property owners within 200' of 168 Ocean Wave Avenue - Tax Parcel No. 0711N-05-040.000 notifying them that a public meeting will be held, June 8, 2017, to consider an application for Variance filed by Shawn Barlow, on behalf of Barlow Builders, Inc.

Given under my hand this the 19th of May, 2017.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 19th day of May 2017.


NOTARY PUBLIC

-My Commission Expires-



MINUTES OF JUNE 8, 2017

PLANNING COMMISSION

Use Avery® TEMPLATE 5160®



Feed Paper



for Easy Peel Feature



AVERY® 5160®

BARLOW BUILDERS
PO BOX 3296
GULFPORT MS 39505

SHAWN BARLOW
308 3RD ST E
LONG BEACH MS 39560

HAMILTON & DIANE BRUNI
214 ISLANDER DR
SLIDELL LA 70458

DOROTHY WILLIAMS
24348 ARCADIA FARM RD
PASS CHRISTIAN MS 39571

WILLIAM & KIMBERLY LITTLE
PO BOX 927
GULFPORT MS 39502-0927

DEBORAH HESTER
221 W OLD PASS RD
LONG BEACH MS 39560

WILLIAM LITTLE & KIMBERLY LENTZ
2012 23RD AVE
GULFPORT MS 39501

LYNDA JOHNSON
18553 RAY RD
LONG BEACH MS 39560

EDUARDO & JANET MICHELENA
20087 RD 536
KILN MS 39556

WILLIAM LANDRUM
150 CENTRAL AVE
LONG BEACH MS 39560

TANUA HUSTON
4911 CROWN POINT ST
EDINBURG TX 78541

BILLIE PASKE
146 CENTRAL AVE
LONG BEACH MS 39560

ELLIOTT & CLAUDIA FREEMAN
200 LYNWOOD CR
LONG BEACH MS 39560

BUTLER HOMES LLC
PO BOX 7444
DIBERVILLE MS 39540

VICKI HEIDINGSFELDER
211 3RD ST E
LONG BEACH MS 39560

KENNETH & RITA DARNELL
172 OCEAN WAVE AVE
LONG BEACH MS 39560

DARLENE ZENGERLE
145 OCEAN WAVE AVE S
LONG BEACH MS 39560

C S HAGENSEE & WIFE
105 SEA PINE RD
LONG BEACH MS 39560

LENA BURFORD CUEVAS
144 OCEAN WAVE AVE S
LONG BEACH MS 39560

DAVID & JACKIE MARKS
906 REGAL AVE
LONG BEACH MS 39560

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Sens de chargement

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MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

**LEGAL NOTICE
PUBLIC HEARING**
In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 558 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a variance.
Briann Barlow, on behalf of Barlow Builders, Inc., PO Box 5396, Gulfport, Mississippi 39205 has filed an application for a variance in accordance with the Comprehensive Long Beach Unified Land Ordinance the applicant is requesting a 6' (six foot) reduction in the side yard setback requirement on a corner lot. The side yard setback requirement on a corner lot is 18' (eighteen feet). The address of the subject property is 168 Ocean Wave Avenue, the tax parcel number is 0711N-05-040-000. The legal description is as follows:
Beginning at a point at the intersection of the North margin of the existing concrete sidewalk that lies adjacent to and parallel with the Beach Boulevard in said City of Long Beach, where the same crosses the East line of Lot Two (2) of Gottschalk Survey, running thence North 072 feet to the Point of Beginning, and from said Point of Beginning running thence Westerly and parallel with said sidewalk a distance of 80 feet to the West margin of said Lot Two (2) of Gottschalk Survey, running thence Northwesterly along the West margin of said Lot Two (2) of Gottschalk Survey a distance of 80 feet to the South margin of a street, running thence Easterly along the South margin of said street a distance of 80 feet to the East margin of said Lot 2, being the West margin of Ocean Wave Avenue, in the said City of Long Beach, running thence southerly along the East margin of said Lot Two (2) and the West margin of said Ocean Wave a distance of 50 feet to the Point of Beginning, being a part of Lot Two (2) of the Gottschalk Survey.
A public hearing to consider the above variance will be held in the City of Long Beach, Mississippi 39600, Thursday, June 8, 2017, at 8:00 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.
// signed
Chairman
Planning Commission
ADV241WED

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 133 No., 233 dated 24 day of May, 2017
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett

Clerk

Sworn to and subscribed before me this 24 day of May, A.D., 2017

Meri A Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-51 and 13-3-32



MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Mrs. Barlow came forward to reiterate the application.

* * *

Commission Chairman asked for anyone speaking in favor of the request, no one came forward to be heard.

* * *

Commission Chairman called for anyone speaking in opposition of the request, no one came forward to be heard.

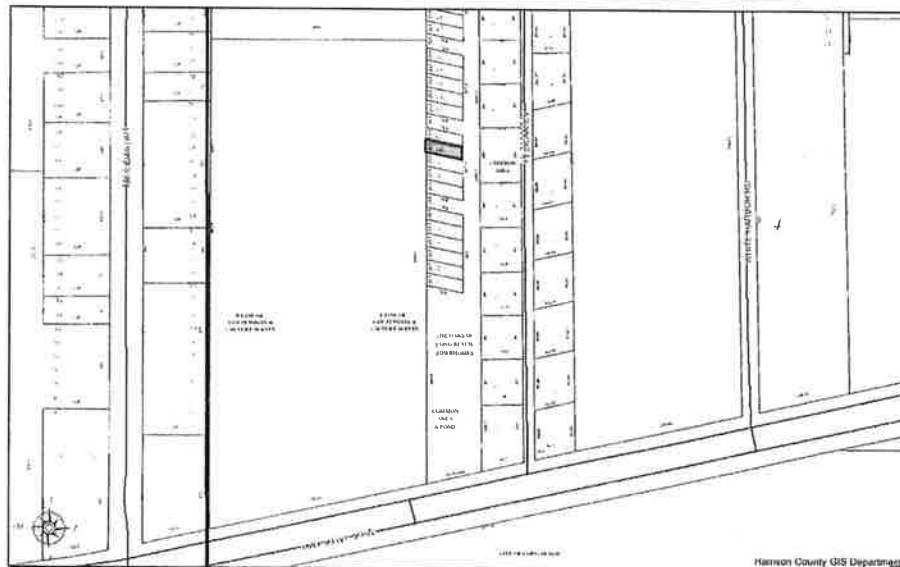
* * *

Commissioner Hansen made motion seconded by Commissioner Frazer and unanimously carried to close the public hearing.

Commissioner Robertson made motion seconded by Commissioner Frazer and unanimously carried, recommending approval of the variance in accordance with the Unified Development Ordinance 598, Section 61: Variances.

The 2nd public hearing was called to order to consider a short-term rental for property located at 10 Oak Alley Lane, tax parcel 0512J-03-066.010, submitted by Steven Troy as follows:

Subject Property: 10 Oak Alley Ln - Tax Parcel #0512J-03-066.010



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 CONSIDERED AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
HARRISON COUNTY TAX ASSESSOR
MAP DATE: May 16, 2017



MINUTES OF JUNE 8, 2017
PLANNING 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: <u>10 Oak Alley Lane Long Beach MS 39560</u>		Tax Parcel # <u>0512J-03-066.010</u>									
<small>(Location of Short-Term Rental)</small>											
OWNER'S INFORMATION:											
Property Owner's Name: <u>Steven P. Troy</u>											
Property Owner's Address: <u>26100 West Woodland Court Channahon, IL 60410</u>											
Property Owner's Mailing Address, if different from above:											
_____ City State, Zip											
Property Owner's Phone No.: <u>815-258-8077</u> Email Address: <u>StevTr8@aol.com</u>											
Is there a homeowner's association for the neighborhood? <u>Yes</u> If so, please provide written statement of support of short term rental? <u>See attached copy of The Oak of Long Beach Dec. A</u>											
PROPERTY MANAGER INFORMATION: <u>Nancy W. Scipione</u> at <u>Professional Real Estate Management Inc</u>											
Property Manager's Name: <u>Professional Real Estate Management Inc</u>											
Property Manger's Address: (Must be a local contact) <u>see attached copy of contract with manager</u>											
_____ City State, Zip											
Property Manager's Phone No.: <u>228-896-6682</u> Email Address: <u>nancy@prnhomes.com</u>											
PLEASE PROVIDE THE FOLLOWING:											
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>024-30204-4 Professional</u> Real Estate ID number • Recorded Warranty Deed <u>-see attached C</u> they collect & pay the tax • Parking Rules & Plan <u>see attached - & also part of Oak Of Long Beach</u> • Trash Management Plan <u>see attached - V</u> Declaration • Copy of Proposed Rental Agreement <u>-see attached - E</u> • Proof of Liability Insurance, which included short term rental coverage <u>above see attached F</u> 											
ADDITIONAL INFORMATION:											
<ul style="list-style-type: none"> • OWNERSHIP: Please provide a recorded warranty deed <u>see attached</u> • FEES: \$200, nonrefundable application fee, plus mailing cost, \$100, 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 (\$20/yearly fee). • INCOMPLETE APPLICATIONS will not be processed. 											
AFFIDAVIT											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
PRINT NAME <u>Steven P. Troy</u>	SIGNATURE <u>[Signature]</u>	DATE <u>April 3, 2017</u>									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:								
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: <u>[Signature]</u>		Date: <u>5/11/17</u>									
Fire Inspector Signature: <u>[Signature]</u>		Date: <u>5/11/17</u>									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>4/12/2017</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: _____</td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>\$200.00</u></td> <td>_____</td> </tr> <tr> <td>Check #: <u>1468</u></td> <td>_____</td> </tr> </table>				Date Received: <u>4/12/2017</u>	_____	Agenda Date: _____	_____	Amount Due/Paid: <u>\$200.00</u>	_____	Check #: <u>1468</u>	_____
Date Received: <u>4/12/2017</u>	_____										
Agenda Date: _____	_____										
Amount Due/Paid: <u>\$200.00</u>	_____										
Check #: <u>1468</u>	_____										

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

STEVEN P. TROY
26100 W. Woodland Court
Channahon, Illinois 60410
815-258-8072
StevTr8@aol.com

April 3, 2017

City of Long Beach Mississippi
PO BOX 929
201 Jeff Davis
Long Beach Mississippi 39560

Re: 10 Oak Alley Lane
Long Beach, MS
Short Term Rental Property

To City of Long Beach Building Department;

I have enclosed the following documents that you require to obtain a Short-Term Rental Property License.

1. Completed Application for Short Term rental with required attachments.
2. Completed Application for Privilege Tax License
3. Check for \$200.00 for application fee.
4. Check for \$100.00 for yearly renewable license.

If you require any additional information or documentation, please call me or email me.

Very Truly Yours;

Steven Plato Troy

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Exhibit A – Property Description
Exhibit B – Subdivision Map or Plat

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE OAKS OF LONG BEACH**

This Declaration is made on this _____ day of _____ in the year 200_, by
The Oaks of Long Beach, LLC (the "Declarant").

WITNESSETH:

The Declarant is the developer of that certain parcel of land more particularly described on 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. The Declarant desires to subject the Land and Improvements, sometimes hereinafter referred to as the "Property," to this Declaration.

WHEREAS, a plat of the Land, showing the location of each lot, its proximity to other lots and each lot's dimensions, as well as the Common Area, is attached hereto as Exhibit B and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property 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:

ARTICLE I
DEFINITIONS

The terms defined in this Article I, whenever used in this Declaration, shall, unless the context otherwise requires, have the following respective meanings. The singular form of any word used herein shall include the plural and vice versa. The use herein of a word of any gender shall include both genders.

"Assessment" shall mean the share allocated to a Townhouse and thereby the Owners of such Townhouse of all Assessments levied by the Association pursuant to the provisions of Article VI hereof and any and all expenses, costs, charges and other amounts incurred with

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respect to either such Townhouse or the satisfaction, discharge or compliance with any obligations or duties of the Owners of any Townhouse as specified in this Declaration.

"Association" shall mean The Oaks of Long Beach Homeowners Association, Inc., a Mississippi nonprofit corporation, and its successors and assigns.

"Board of Directors" shall mean the board of directors of the Association.

"By-Laws" shall mean the by-laws of the Association, as amended from time to time.

"Charter" shall mean the Articles of Incorporation of the Association, as amended from time to time.

"Common Area" shall mean all parts of the Property not located within the boundaries of a lot. Each lot is allocated an undivided percentage interest in the Common Area equal to the percentage interest allocated to each other lot.

"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.

"Declarant" shall mean The Oaks of Long Beach, LLC, and its successors and assigns.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for The Oaks of Long Beach, as amended from time to time.

"Eligible Mortgage Holder" shall mean each holder of a First Mortgage on a Townhouse who has requested in writing that the Association notify it of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

"First Mortgage" shall mean a mortgage, deed of trust or similar encumbrance creating a lien or encumbrance against the Property or against any individual Townhouse which has priority over all other mortgages, deeds of trust or similar encumbrances creating liens or encumbrances against the Property or such Townhouse.

"Improvements" shall have the meaning specified at the beginning of this Declaration.

"Land" shall have the meaning specified at the beginning of this Declaration.

"Member" shall mean each Person who holds or has any class of membership in the Association as provided in Article III.

"Owner" shall mean the record owner, whether one or more Persons or entities, of any Townhouse, but excluding those having such interest merely as security for the performance of an obligation.

"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.

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"Property" shall mean the entire parcel of real property divided or to be divided into Townhouses, including the Land and the Improvements, and all easements, rights and appurtenances belonging thereto including any additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Special Assessment" shall have the meaning specified in Article VI Section 4.

"Townhouse" shall mean a portion of the Property within the boundaries hereinafter described which is not owned in common with all other Owners of other Townhouses in the Property. The Property consists of Townhouses. Each Townhouse consists of a dwelling, its specific lot and its appurtenant percentage of undivided interest in the Common Area. Each Townhouse's appurtenant percentage of undivided interest in the Common Area is equal to the total square footage of all Townhouses divided by the square footage of each individual Townhouse.

ARTICLE II
PROPERTY RIGHTS

Section 1. Ownership and Owner's Easements of Enjoyment.

(a) Each Townhouse 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 Townhouses in the Property.

(b) Every Owner shall have an exclusive ownership of his Townhouse 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 Townhouse, subject to the following provisions:

(i) the right of the Association, acting by and through its Board of Directors, to suspend an Owner's voting rights and right to use certain facilities in the Common Area (A) for any period during which any Assessment against such Owner's Townhouse remains unpaid and (B) for a period not to exceed sixty (60) days for any infraction of the Association's 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 or authority 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; and

(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 in accordance with this Declaration, the Charter and the By-Laws.

Section 2. Delegation of Use. Any Owner may delegate, in conformity with the By-Laws of the Association, his right of enjoyment of the Common Area and facilities to the

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Section 7. Limitation of Liability.

(a) 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 Fund, or for injury or damage to Persons or Property caused by the elements or by the Owner of any Townhouse or other Person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Area, another Townhouse, or from any wire, pipe, drain, conduit, appliance, or equipment. The Association shall not be liable to the Owner of any Townhouse for loss or damage, by theft or otherwise, of articles which may be stored in any Townhouse or upon any part of the Common Area.

(b) The Association shall not be liable for, nor shall the Association be bound either directly or indirectly to, any contract or lease (including any management contract) made by the Declarant prior to the termination of Class B membership pertaining to maintenance, operation or control of the Property or Common Area or any function or responsibility delegated to the Association pursuant to this Declaration, unless such contract or lease contains a right of termination without cause which is exercisable without penalty at any time after the Class B membership has been terminated upon not more than ninety (90) days notice to the other party thereto.

ARTICLE V
USE RESTRICTIONS

Section 1. Residential Use. All Townhouses shall be used for private residential purposes exclusively. Nothing in this section, or in any other section in this Declaration, shall be construed to prohibit the Declarant from the use of any Townhouse which the Declarant owns for promotional or display purposes as a model or from leasing any Townhouse or Townhouses which Declarant owns, except that Declarant shall nevertheless be bound by the provisions of Article V Section 3.

Section 2. Model Townhouse and Sales Office. Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to maintain one or more model Townhouses and a sales office within the Property, and to use the model Townhouse(s) and sales office during the period that Townhouses remain unsold.

Section 3. Time Sharing. No Owner shall be permitted to sell time share interests in and to his Townhouse.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the Property or within any Townhouse 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 Property, 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.

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(b) There shall be no obstruction of any kind in the Common Area. Nothing shall be stored upon any Common Area (excepting those areas designated for storage of personal property by the Owners), or within or upon any parking space (except for motor vehicles), without the approval of the Board of Directors. Vehicular parking upon the Common Area may be regulated by the Board of Directors.

(c) Nothing shall be done or maintained in any Townhouse or upon the Common Area which will increase the rate of insurance on any Townhouse 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 Townhouse or upon the Common Area which would be in violation of any law.

(d) No structural alteration, construction, addition or removal of any portion of the Common Area 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 XII hereof.

(e) No pet shall be allowed outside any Owner's Townhouse under any circumstances unless accompanied by and under the control of the Owner. Keeping or harboring pets in Townhouses shall be governed by such rules and regulations as may from time to time be adopted by the Board of Directors. No pet may be kept for any commercial purpose.

(f) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character, except those as approved by Declarant, shall be erected, posted or displayed upon, in, from or about any Townhouse, including any window of a Townhouse, or Common Area.

(g) No junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck camper, camper, house trailer, boat or the like shall be kept in the Common Area, nor shall the repair or extraordinary maintenance of boats, automobiles or other vehicles be carried out in the Common Area or within or upon any parking area.

(h) No part of the Common Area shall be used for commercial activities of any character. This subsection shall not apply to the use of Townhouses by the Declarant for display, marketing, promotional or sales purposes or as model Townhouses.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Townhouse or upon any Common Area. 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 containers 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 the Common Area at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any part of the Common Area at any time. No clothing, laundry or the like shall be hung from any part of any Townhouse or upon any part of the Common Area or from or upon any balcony, deck or terrace.

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ARTICLE IX
EASEMENTS

Section 1. Enjoyment of Common Area. Every 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 Townhouse, subject to the following provisions:

- (a) the right of the Board of Directors to limit the number of guests that may use the Common Area; and
- (b) the right of the Board of Directors to suspend an Owner's voting rights and right to use certain facilities in the Common Area (A) for any period during which any Assessment against such Owner's Townhouse remains unpaid and (B) for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

Any 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 tenants who reside on the Property.

Section 2. Driveway. Each Owner shall have the exclusive right and easement of enjoyment in and to that portion of the Common Area designated as the "driveway" which provides access to his Townhouse's garage.

Section 3. Encroachments and Support. Each Townhouse and 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 Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse 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 Townhouse contributing to the support of an abutting Townhouse shall be burdened with an easement of support for the benefit of such abutting Townhouse.

Section 4. Utilities, etc.

- (a) An easement in each Townhouse shall exist for the benefit of all Townhouses for pipes, wires, conduits, or utility lines which are utilized by or serve more than one Townhouse as set forth in Article I.
- (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 Declarant and the providing utility company to erect and maintain the necessary poles and other necessary equipment on the 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 Townhouses. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially

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programmed and approved by the Declarant or thereafter approved by the Declarant or the 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 Declarant shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on the Property.

Section 5. Declarant's Easement. Declarant, and Persons it may select, shall have the right of ingress and egress over, upon, and across the Common Area and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the Townhouses and operation of the Townhouses and Common Area in connection with the Association and the overall development of which the Property is a part. Declarant and its agents shall retain the right to use the sales office and model Townhouses and the Common Area in connection therewith during the period of development and sale of The Oaks of Long Beach.

Section 6. Other. There is hereby granted a blanket easement to the Association, its governors, officers, agents and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all similar Persons to enter upon the Property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Article IX shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Owner or Owners directly affected thereby.

ARTICLE X
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors shall have the authority to and shall obtain insurance for all of the Improvements on the Property (with the exception of improvements and betterments made by the respective Owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall be at least \$150,000 single limit as respects bodily injury and property damage. Premiums for all such insurance coverage shall be Common Expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for each of the Owners, in the percentages of undivided interest in and to the Common Area as provided for in Article IV hereof. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company, admitted or non-admitted, holding a Best's Rating Classification of "A" or better and a Financial Size Category of "X" or better as reflected from time to time in the current edition of *Best's Key Rating Guide, Property-Casualty*.

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- (b) All policies shall be for the benefit of the Owners and their mortgagees as their interests may appear.
- (c) Provision shall be made for the issuance of a certificate of insurance to each Owner and his mortgagee, if any, which shall specify the proportionate amount of such insurance attributable to the particular Owner's Townhouse.
- (d) The original of all policies and endorsements thereto shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of this Section 1.
- (e) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.
- (g) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Board of Directors may have in force on the Property at any particular time.
- (h) Any Owner who obtains an individual insurance policy covering any portion of the Property, other than improvements and betterments made by such Owner, shall be required to file a copy of each such individual policy with the Board of Directors within thirty (30) days after purchase of such insurance.
- (i) It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, Owner's title insurance on his individual Townhouse, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and losses.
- (j) The Board of Directors shall conduct an annual insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all improvements on the Property (with the exception of improvements and betterments made by the respective Owners at their expense) by one or more qualified Persons at least one of whom is a qualified building cost estimator.
- (k) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners and their respective servants, agents and guests; (ii) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (iii) that the master policy on the Property cannot be canceled, invalidated or suspended on account of any one or more individual Owners; (iv) that the master policy on the Property cannot be canceled, invalidated or suspended on account of the conduct of

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Agency Management Contract
Short Term Vacation Rental Program

1447 E. Pass Road
Gulfport, Mississippi 39507
228-896-6682
1-800-442-9815
Fax 228-896-0350
info@VacationInBiloxi.com
www.VacationInBiloxi.com

This agreement made March 26, 2017, between Professional Real Estate Management, Inc., hereinafter referred to as AGENT, and Steven P. Troy, hereinafter referred to as OWNER for the term of 2 years beginning April 1, 2017 and ending April 1, 2019. This is an exclusive right to manage and is a binding contract. If the contract is not renewed, Item 8 will still be in force for any future bookings that are unable to be moved.

This agreement may be cancelled by either the OWNER or the AGENT without delay or penalty. The OWNER agrees to honor any confirmed future bookings.

Witnesseth: that in and for the consideration hereinafter mentioned, the parties hereto have agreed to as follows:

FIRST: The Owner does hereby constitute, appoint and employ the Agent as his sole Agent and representative for and in connection with the rental and management of the premises known as #10 Oak Alley Lane, Long Beach MS 39560, presently owned by the Owner.

SECOND: The Agent agrees to devote its time, attention, skill and experience to the management and supervision of said premises and to act as a fiduciary to the Owner.

THIRD: The Owner agrees to pay the Agent 20% of monies collected, said amount to be deducted from collections. The Owner agrees to pay a credit card fee of 3% or travel agent fee (rare), if associated with a rental. After the close of business each month, a complete statement of all income and expense transactions will be prepared and sent with the current month's owner's check. Currently, this is sent on or about the 10th of each month. The Agent agrees to furnish the Owner a complete annual accounting of all money collected and payments made on behalf of the Owner at the first part of each year along with the required IRS Form 1099. The Owner agrees to an annual access fee of \$30 to access the website to view bookings, accounting, and to make reservations for owner's use. Agent collects from Guest and pays to MS State Tax Commission all required monies.

FOURTH: It is further understood and agreed that licensed sales Agents employed by the Agent will be authorized to show, exhibit, and staff will be authorized to take deposits and rents in connection with management of the property mentioned above.

FIFTH: It is further understood and agreed that the Agent has permission and authority to contract for and pay for any repairs to keep the property rentable at its sole discretion. The Owner agrees to reimburse the Agent for such repairs. If reimbursement is not made within a reasonable time the Agent shall have authority to deduct such repairs from rent collected.

SIXTH: The Owner agrees to indemnify and keep and save the Agent harmless in connection with any legal action commenced or threatened by or against the Agent as well as from any claim, demand, or action instituted against the Agent by reason of its operation or management of said premises.

SEVENTH: Owner is hereby notified that insurance on the above property should show that the property is to be occupied by tenants and that the Owner should have a rental policy, with liability insurance of suggested limits of at least One Million Dollars. Said insurance shall be in full force and effective during the term and any and all renewal or extension terms of the Agreement. The Owner shall request that Professional Real Estate Management, Inc. be named as additional insured thereunder, and the liability insurance shall contain contractual liability endorsement and shall be primary to any other coverage that may be in effect. The Owner shall provide the Agent and continuously maintain a certificate evidencing that all of said insurance coverage is in full force and effect, providing not less than thirty (30) days written notice prior to any cancellation, non-renewal, or material alteration thereof.

EIGHTH: Confirmed rental reservations are binding on the Agent and the Owner and their respective successors and assigns. The Owner may in the absence of confirmed rental reservations for the requested period, specify dates during which his unit(s) shall not be offered for rental. On days not reserved for the Owner's use, the Owner shall not permit any person or persons to enter the premises without prior approval of the Agent.

©Copyright PRM, Inc. 2016

Owners Initials: StT

B

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NINTH: On days reserved for the Owner's use, Owner and Owner's guests agree to the registration and check-out procedures specified by the Agent for paying guests. Requests for exceptions may be accepted by the Agent if they do not conflict with confirmed reservations.

TENTH: Owner agrees not to rent unit(s) directly without prior confirmation from the Agent. The Agent shall receive a service fee from the Owner equal to 20% of the normal rental revenue on rentals made directly by the Owner. ** Tenant Exclusion Below.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day, month, and year aforesaid.

[Signature] 3/26/17
Owner

[Signature]
PROFESSIONAL REAL ESTATE MANAGEMENT, INC.

Owner

** Tenant Exclusion

The parties acknowledge that if Keith and Leslie Aschliman enter into a lease, directly with Owner, of at least 6 months or more, the Agent shall not be entitled to any commission on those rents. No lease between Owner and the Aschliman's shall be entered into before November 1, 2017 and shall be subject to and Subordinate to any existing long term lease that runs for a term after November 1, 2017.

INDEXING INSTRUCTIONS (Mississippi Code Ann. §89-5-33)
L: 10, Oak Alley Place, OAKS OF LONG BEACHS/D, Long Beach, Harrison Co., MS

PREPARED BY AND RETURN TO:
Steven P. Troy, Esq.
Troy & Associates
116 N. Chicago Street, Suite 202
Joliet, IL 60432-4207

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SCANNED

WARRANTY DEED



1st Judicial District
Instrument 2013 6428 B -J1
Filed/Recorded 9/19/2013 11:03 A
Total Fees \$ 22.00
2 Pages Recorded

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Geralyn M. Troy**, a married person, GRANTOR, does hereby convey and warrant unto **Steven P. Troy**, a married person, GRANTEE, the following described property situated in Harrison County, Mississippi, and more particularly described as follows, to wit:

Lot 10, THE OAKS OF LONG BEACH SUBDIVISION, City of Long Beach, First Judicial District, Harrison County, Mississippi, as per plat recorded in Plat book 48, Page 9 in the office of the Chancery Clerk of said County and State, together with an undivided 1/90 interest in the common elements and all of the tenements, hereditaments and appurtenances with every privilege, right, title, interest, estate, revision, remainder and easement thereto belonging or in anywise appertaining, all according to the subdivision and Declaration documents recorded in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

REVIEWEE

Together with all and singular, the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal wetlands Protections Act and this conveyance includes any natural accretion and is subject to any erosion due to the actions of the elements.

The Grantor herein certifies that the property hereinabove conveyed forms no part of the homestead.

Taxes for 2013 and all subsequent years taxes are specifically assumed by Grantee herein.

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Witness the signature of the Grantor on this the 10 day of July, 2013. 2

Geralyn M. Troy
Geralyn M. Troy

STATE OF ILLINOIS
COUNTY OF DuPAGE

Personally appeared before me, the undersigned authority in and for the said County and state, on July 10, 2013, within my jurisdiction, the within names, Geralyn M. Troy, who acknowledged that she executed the above and foregoing instrument.

Thomas M. Walsh
NOTARY PUBLIC

My Commission Expires: 9/15/13, 2013

ADDRESS OF GRANTOR:
1003 Burr Ridge Club Drive
Burr Ridge, IL 60527
(630) 854-2894



ADDRESS OF GRANTEE:
26100 W. Woodland Court
Channahon, IL 60410
(815) 258-8072

10 OAK ALLEY LANE
LONG BEACH MISSISSIPPI
PARKING AND TRASH PLAN

PARKING PLAN

The unit has a two (2) car garage on the lower level of the three story unit.

Any guest also has the right to park on Oak Alley Lane against the east fence directly across from the unit. This is in addition to the rights given to owner as part of the Recorded Declaration and Covenants.

TRASH MANAGEMENT PLAN

The Oaks of Long Beach Homeowners Association has trash pickup 2 weekdays per week and the occupants put their trash in the bin provided for trash and recycling items on the curb.

In addition, when any rental is over, the cleaning service contracted by the Local Manager for the rentals, puts out for pickup any other items of trash.

I cannot remember the name of the trash provider but I do not pay a separate bill for the trash service so it is either paid by the HOA monthly or provided by the City of Long Beach as part of my tax bill.

Dated: April 7, 2017

Steven P. Troy
Steven P. Troy -Owner
10 Oak Alley Lane
Long Beach, MS 39560

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Rental Agreement



Professional Real Estate Management, Inc.
1447 E. Pass Road Gulfport, Mississippi 39507
228-896-8682
info@vacationintheisland.com
FAX 228-896-3360

Reservation Confirmation #: [REDACTED]
Arrival: After 3 pm [REDACTED]
Checkout: 10 AM [REDACTED]
Of Days: 3
of People: 2

A US 70420
3881
M@gmail.com

Monday, March 20, 2017 reservation taken

Your Vacation Location:
Ocean
Beach Blvd.
MS

Rental Amount	\$	1
Rental Tax	\$	0
Total Fees & tax on fees	\$	0
Total Charges	\$	1
Security Deposit	\$	0
	Due	03/18/2017
		03/22/2017

The 7 called
the day

Guest Notes: #406

During certain events you are only guaranteed 1 parking place. Any other allowed vehicles are parked on a first-come basis.

Total # of autos allowed: 1 License Plate 1
License Plate 2

Check-in: From 3:00 PM on Monday – Friday at our office.
* Directions to our office from Exit 35 on Interstates 10 are included on page 2.
* You will receive your Welcome Packet with keys and directions to your unit.
* Also, you will be instructed whether you need to also register at the property.
Please contact us, not the front desk at the complex, for any help. We are here for you!
After hours and holiday arrivals please see middle of page 2 for directions
For emergencies, please call 228-896-8682, select Emergency Option and follow the verbal instructions.

Charges will be placed on your Credit Card for items not returned to our office by 10 AM check-out time:
Access Card: \$30 each
Armbands: \$5 each
Billing Key: \$25 each
Garage Remote: \$50 each

Please place everything back into the Arrival Envelope and drop it in the silver Beach Resort Rental "Condo Drop Slot" located to the right of our front door at 1447 E. Pass Road, Gulfport MS 39507.
By signing below, I agree that the conditions and information contained on this Reservation Confirmation, including the attached Rental Policies which are also found at www.vacationintheisland.com, have been read carefully and accepted by me on behalf of all members of my party and agree to abide by such conditions and limitations including any policies mandated by the HOA of the property. PRM Inc. is the agent of the property owner and is acting at all times in and for the best interest of the client-owners. I give permission for any damages/loss found after my departure to be placed on my charge card and a copy sent to me.
Following the [REDACTED] in the email Reservation Confirmation letter, sign the two or more forms, and [REDACTED] immediately by scan/email, fax, or mail. Thank you!

Sign: _____

Date: _____

E

- 1447 E. Pass Road, Gulfport MS 39507**
- Directions to Beach Resort Rentals Office for Check-in and Check-out:
- From Hwy 49, you must get on I-10 and go East towards BRoad.
 - From Interstates 10, take Gulfport Exit 35 South 3.3 miles to Pass Road, a four lane undivided road.
 - You will turn Left-East. There are 2 left turn lanes. To make it easier on yourself, stay in the right lane of the 2 left turn lanes. This will dump you in the outside lane of Pass Road going East.
 - As soon as you turn left, TURN ON YOUR RIGHT BLINKER.
 - Our office is the 3rd building on the right. Handaboro Animal Hospital is the building just before our office. Turn right onto the side street, Hubert, continue to turn right into our parking lot and go the left porch.
 - Come on in!



If you are a weekend or late night check-in, you will need to get your Welcome Packet & Key by doing the following:

- On the right side of the porch is a black Lockbox attached to the wall.
- You will need to press [REDACTED] and then pull down and forward on the little button above the numbers.
- There will be a key in that box that will open the silver Condo Box to the right.
- You will find your Welcome Packet inside with the key and directions to the condo.
- Please relock the silver box and then return the key inside the Lock Box.
- To close the Lock Box front, you will need to re-enter the above numbers before depressing the button again.
- Please do not arrive at the condo until 3 pm as there is someone there before you.

To Check-out, follow the directions on your Welcome Packet. Drop Packet in [REDACTED] as you leave.

Mississippi Gulf Coast



~ Your Vacation Location ~

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

Rental Policies

The policies and procedures of Professional Real Estate Management, Inc. are designed to ensure that we give both you and our owners the best service possible. Please read them carefully. If you have any questions, we will be happy to answer them—just call 1-228-896-6682.

By giving my credit card number to Professional Real Estate Management, Inc., I agree that the conditions and information contained in this Rental Policy have been read carefully and accepted by me on behalf of all members of my party and agree to abide by such conditions and limitations.

RESERVATIONS: 35% down per reservation is required at time of booking or 7 days if paid by money order. If the advance rent is not received within 7 days of booking, your reservation will be cancelled. Final payment is due in full 14 days prior to arrival. If you have prepaid with a credit card, we will automatically charge the card on file the balance unless you instruct us otherwise. Each reservation is also subject to a non-refundable \$45 processing fee and the appropriate cleaning fee. This is taxable at the rate of 12%.

CANCELLATION POLICY: All cancellations are subject to a cancellation fee of \$100.00 (plus 12% tax). Your prepaid rent less the cancellation fee will be returned if the reservation is cancelled 30 days prior to arrival for weekly and daily reservations, and 60 days prior to arrival for monthly reservations. All weekly and daily reservations cancelled within 30 days and monthly reservations cancelled within 60 days will forfeit the entire advance payment. Room changes are considered the same as a cancellation since the properties are individually owned.

CONFIRMATIONS: You will receive a confirmation letter after we receive your advance payment. Please contact us immediately if you find a discrepancy, otherwise it will be assumed correct. Please verify:

- * Arrival/departure date
- * Reserved accommodations
- * Rental amount due

CHECK-IN PROCEDURES: Check-in time is 3:00 pm on date of arrival. During our summer season, there may be unusual circumstances that prevent the property you reserved from being ready by 3:00 pm. We ask for your patience, and suggest that you have alternate plans between 3:00 pm and 5:00 pm. Check in at PRM's office, not the rental property. If you are arriving after hours, please call our office for instructions.

LATE ARRIVALS: We will be happy to leave an arrival packet containing keys and directions for any of our guests arriving after our office is closed provided they have paid their rental balance in full, and have submitted a signed Guest Rental Agreement prior to arrival. Failure to arrive after a signed agreement or pay in full may result in denied access to property.

OFFICE HOURS: Monday through Friday 10:00 am to 5:00 pm

Weekend arrivals: Follow the directions on page 2 of your Reservation Confirmation

We have emailed you after-hours, weekend, and holiday check-in instructions on page 2 of your Reservation Confirmation.

PAYMENT:

- * Final rental payments are due in full 14 days prior to arrival.
- * All payments are due in advance and therefore you will enjoy the convenience of our Express Check-In Service. You will no longer have to stand in long lines to check-in. Under no circumstances will late arrival packets be left for guests that have not paid in full.
- * You may pay with Visa, MasterCard, America Express, or Discover.
- * You will be charged for the entire length of stay reserved and will not be refunded for checking in late and/or checking out early.
- * Sorry, no refunds will be given for inclement weather.

CHECK-OUT PROCEDURES: Check-out time is 10:00 am on the day of departure. Please leave the property at that time.

* Please return all keys, plus any parking permits and/or pool keys/passes/wrist bands to the PRM office, in the same packet you received when checking in. **DO NOT LEAVE KEYS IN THE PROPERTY.** There is a \$50 charge for each and any item(s) not returned to our office after check-out time. All guests and belongings must be out of the property when the keys are returned to our office. If our office is closed when you check-out, simply drop your items in the "key drop" slot next to our front door.

- * Upon approval there will be an additional fee for a late check-out.



HURRICANE POLICY: If a mandatory evacuation is issued by the National Hurricane Center or our local governing officials due to a tropical storm or hurricane threatening our area, refunds will be made as quickly as possible.

WHAT TO BRING: You will be given a limited supply of towels and washcloths (there are no hand towels). You will need to provide your own personal beach/pool towels. Rental rates do not include daily maid service or a change of linens. Daily maid service and/or towel service can be set up for a nominal fee. There is an initial supply of the following, but you should also bring personal soaps, detergents, garbage bags, and paper products for the duration of your stay.

FURNISHINGS & EQUIPMENT:

* You are renting a privately owned home or condo. It has been decorated and equipped to satisfy the particular tastes and desires of the owner. Please be considerate of the belongings of the owner and to the people who will be renting the property after you.

* Please do not rearrange the furniture, take any items outside that are part of the interior décor, or move any furnishings or kitchen items to another property. You will be charged if the housekeepers must rearrange the furniture after your stay.

* Since the premises are privately owned, neither PRM Inc nor the owner shall be responsible for any additional furnishings not presently in the property. Renters is to indemnify owners for any damages or costs to the premises, furnishings, equipment, and household items therein, which occur during renter's occupancy excluding normal wear and tear.

* Locked closets are maintained by homeowners for personal use. Please respect these areas. If owners closets are found broken into, there will be a charge for repair of lock and replacement of any missing items.

Non-Smoking Units: No smoking is allowed in any property. There will be a \$250 minimum charge to you if we detect smoke.

DAMAGES: All accidental damages must be immediately reported to PRM Beach Resort Rentals or guest will be liable. Guests will be held responsible for any intentional damages to property.

REPAIRS & REFUNDS: Our maintenance/housekeeping staff is here to make sure your vacation home is in the best condition that it can be. If you should discover otherwise, please report it to us immediately and we will correct it as quickly as possible; however no refunds will be given for appliance failure or other circumstances beyond our control. Please do not wait until you are checking out to let us know about problems, as we no longer have the opportunity to rectify the situation. At times we must wait for parts or service. Please bear with us during these times.

Guests will be responsible for paying for service calls for any air conditioner or refrigerator that is turned down so low that it freezes up and requires maintenance.

PRM Beach Resort Rentals and/or an authorized employee or repairman may enter the premises during normal business hours for any purpose pertaining to repair, improvement, care, and management of the premises. We will try to notify you, if at all possible, in as far advance as possible of any entry.

AFTER HOURS EMERGENCIES: There is an agent on call 24 hours a day for EMERGENCIES only. Non-emergencies will be noted and handled the following day during office hours. The after hour emergency number is 800-442-9815; press 4 and leave your name, unit number and issue you are having. The attendant will be called and the work order dispatched.

LOCKOUTS: If you lock yourself out of your property after office hours, you will need to call the emergency number. You will be responsible for paying a lock out fee of \$35 if we must go to the property. If you lock yourself out of your property during office hours, you may come to the PRM Beach Resort Rentals office and get another key.

LONG DISTANCE CALLS: Most condos do not provide phones. Long distance is not provided for those that do.

PARKING:

- * Most properties only allow parking for two vehicles. Additional vehicles will need to be parked in a public parking lot.
- * Most complexes have parking permits that you will receive at check-in. There is a maximum of 2 permits per unit. Please make other arrangements for any excess vehicles. Please display the permits on your dashboard or rearview mirror at all times. PRM is not responsible for vehicles towed due to the lack of a parking permit.

Some condominiums prohibit boats, trailers, jet-skis, motor homes and buses. If traveling with any of these, please call John Fayard Storage ahead of time to arrange for parking. John Fayard Self Storage 10213 Lorraine Rd, Gulfport, MS 39503; (228) 896-7470; www.johnfayardwarehouse.com

GRILLING: Management and fire codes prohibit charcoal or open fire grilling on or under decks, balconies or porches, or within 15 feet of any structure. Please check property for designated grilling area.

GARBAGE REMOVAL: Please place household trash in appropriate receptacles (trash chutes, dumpster, or covered outside containers provided). Check with PRM office for applicable days of garbage removal.

ITEMS LEFT IN PROPERTY: PRM, Inc. is not responsible for personal items left in a property. A \$20 service charge plus shipping costs as required if you request PRM Beach Resort Rentals to pick up and mail the items back to you. Any items otherwise unclaimed will be considered abandoned after five days from your departure.

SUBSTITUTION AND REASSIGNMENT: When you make a reservation a property will be assigned; however, no property request is guaranteed. We reserve the right to substitute comparable accommodations without notice or liability in the event of a sale, foreclosure, or whatever otherwise might make a property become unavailable. If you are offered a more expensive property, you will be charged the current rate for the new property, and upon notification of the change, given the opportunity to cancel without penalty should the new arrangements not be acceptable. After notification, the normal cancellation policy will once again apply. Units may not be substituted. If no other property is available, your reservation will be cancelled, a full refund given, and an attempt will be made to contact you via phone and/or email.

Should a foreclosure or sale occur while you are in the property, every attempt will be made to place you in another one. If we cannot place you, the unused rent will be refunded and you may make accommodations elsewhere. You, as guest, agree to hold PRM, Inc. harmless for any damages sustained as a result of actions taken by the property owner.

CATASTROPHE: If a catastrophe—as deemed by PRM, Inc.—occurs and the unit assigned to you is needed for recovery effort housing, your reservation will be cancelled with a full refund to you. An attempt will be made to contact you via phone and/or email.

OCCUPANCY:

* The total number of persons allowed in the property at any time is restricted to the stated limit for each property. Eviction without refund is the penalty. We are very serious about maintaining a family atmosphere for the quiet enjoyment of all our guests. We will rent to family groups and responsible adults only. PRM Beach Resort Rentals properties will not be rented to anyone under 26 years of age. No children will be allowed to check-in without their parents. Reservations made under false pretense will be subject to forfeiture of entire advance payment. Identification may be required upon check-in to verify age.

* No parties, weddings, or gatherings are allowed without prior written permission from PRM Beach Resort Rentals. Absolutely no student groups or house parties will be tolerated.

* PRM Inc reserves the right to enter the rental property at any time to investigate disturbances, occupancy, and/or damage. Any violators will be evicted without refund; Mississippi Code of 1972, section 75-73-13. <http://www.mscodes.com/free/statutes/75/073/0013.htm>

* All accommodations are governed by appropriate Mississippi Laws and also Rules and Regulations that are applicable to said premises. Occupancy of common areas shall be quiet and peaceful so as not to disturb others. These Rules and Regulations, where applicable, will be enclosed in your arrival packet along with any required parking permits and/or pool keys/passes/wrist bands for the condominium complexes, so be sure to go through them thoroughly.

PETS: While our pets are important to us, unfortunately we cannot accept them in most of our rental properties. You will incur an additional minimum charge of \$250 if any evidence of a pet is found in your unit or on the premises. Having a pet in a rental unit without previous permission will void the contract and therefore be subject to eviction and forfeiture of any rental payments.

UNITS FOR SALE: In the event a property you are renting is listed for sale, we may find the need to show the property during your visit. We will make every effort to schedule the showing at a convenient time so we do not disturb your vacation.

INDEMNITY: PRM, Inc. will not be liable for any damages to rental property of furnishings, nor for injuries resulting from any accident that may occur in or on the premises during the guest's occupancy. PRM, Inc. will not be held responsible for acts of theft or vandalism or other damages to the guest's personal items left in the unit.

We have made every effort to ensure that all information printed here is accurate, but cannot be held responsible for errors in printing or changes made by owners in furnishings and appliances. Prices and tax are subject to change.

Guest acknowledges that PRM, Inc. is the agent of the property owner and will be paid by the owner.

This constitutes a written rental agreement between "RENTER" and "PRM Inc." Upon violation of the terms of this agreement, PRM Inc. may terminate this agreement and enter said premises. Upon notice of termination, RENTER shall vacate the premises IMMEDIATELY.

Tax rate subject to change by state or local law. Rates are subject to change without notice!



WORKING WITH A REAL ESTATE BROKER

---THIS IS NOT A LEGALLY BINDING CONTRACT---

Approved 01/2000 By
all Real Estate Commission
P. O. Box 11883
Jackson, MS 39233

GENERAL

Unless you begin working with any real estate agent, you should know when the agent represents in the transaction, Mississippi real estate business are required to disclose which party they represent in a transaction and inform a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosures is to document an acknowledgment that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term "seller" and/or "buyer" will also include those other sets specified in Section 73-33-1(1), of the Code, "...in, sell, purchase, exchange, rent, lease, manage, or receive any real estate, or the improvements thereon (including options)."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller (a finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

- To the Seller:**
- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.
- To the Buyer and Buyer's Agent:**
- * A duty of honesty and fair dealing.
 - * A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If the Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

- To the Buyer:**
- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.
- To the Seller and Seller's Agent:**
- * A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the acquisition or disposition of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and modified loyalty.

A Disclosed Dual Agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The involvement of any party in the selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to transacting terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE

"Consumer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant. A Broker may decide to work with a firm that is acting for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows his properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will tell you to disclose your needs to settle for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Buyer any written offer that you ask them to present. You should keep in yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE.

The below named Licensee has informed me that brokerage services are being provided me as to:

Client (Seller's or Landlord's Agent) Consumer (Not as my Agent)

Client (Buyer's or Tenant's Agent)

Client (Disclosed Dual Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

(Client) **MARCO W. SCARDINO** X
(Licensee) (Broker) (Dual)

(Client) **PRM Beach Resort Rentals, Inc.** (Consumer)

(Licensee) (Company)

LICENSEE - Provide a copy of disclosure acknowledgment to all parties and retain signed original for your files.

MSD 01/2000 MSRD Rev 01/2000

PN Page 1 of 1

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

LLOYDS CONDOMINIUM UNIT OWNERS POLICY DECLARATION

This Declaration Page is attached to and forms part of Certificate provisions (Form SLC-3 USA).

Previous No: **NEW** Authority Ref. No: **H0621P30070516H** Certificate No: **HT SC0N 0547**

1. Name and address of the Assured: **COINSURANCE CONTRACT**
 STEVEN TROY
 26100 W WOODLAND CT
 Frankston, LA 70430
Inured Location:
 OAKS OF LONG BEACH
 31 OAK ALLEY LN # 10
 Long Beach, MS 39560
This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing this 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.

2. Effective from 11/12/2016 to 11/12/2017 both days at 12:01 a.m. standard time.

3. Insurance is effected with certain UNDERWRITERS AT LLOYD'S, LONDON, Percentage: 100%

4. Amount Coverage Premium

SECTION I COVERAGE		
\$ 22,000	Coverage A - Unscheduled Personal Property	PREMIUM \$ 1,730.00
\$ 22,000	Coverage B - Loss of Use	TAXES \$ 134.25
\$ 5,000	Coverage C - Limited Loss Assessment	POLICY FEE \$ 121.00
\$ 30,000	Coverage C - Additions and Alterations	
\$ 1,000	All Other Perils Indemnifiable Per Unit For Occurrence	TOTAL PREMIUM \$ 1,985.25
\$ 6,050	Waiver/Reductible For Occurrence	
SECTION II COVERAGE		
\$ 600,000	Coverage D - Limited Personal Liability	
\$ 1,000	Coverage E - Medical Payments to Others	

For the peril of Earthquakes, the limits as stated on the declarations page are per occurrence and in the annual aggregate.

5. Special conditions Flood is Excluded
 THIS INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY FORMS
 See attached Forms Schedule
25 % MINIMUM EARNED PREMIUM NO FLAT CANCELLATIONS 100 % COINSURANCE
 In the event of total loss to any of the property covered by this policy, the premium charged for this policy shall be FULLY EARNED and not refunded.

6. Service of Suit may be made upon: Menden & Mount, LLP, 730 Seventh Avenue, New York, NY 10019-6629, USA

7. MORTGAGEE SEE ENDT

Dated: 11/09/16
 LEMON Mohler Insurance Gulfport
 11240 Hwy. 49 N.
 Box D
 Gulfport, MS 39503
 By *Caroline P. Buchanan*
 Correspondent



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

SCU
 P.O. Box 1559
 Morehead City, NC 28557

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The insurers hereunder are those Underwriters as Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, or to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in Item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provision provides for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1	1%	48-49	20%	154-156	51%	356-363	77%
2	2	50-51	21	157-160	54	364-371	78
3	3	52-53	22	161-164	55	372-379	79
4	4	54-55	23	165-167	56	380-387	80
5	5	56-57	24	168-171	57	388-395	81
6	6	58-59	25	172-175	58	396-403	82
7	7	60-61	26	176-178	59	404-411	83
8	8	62-63	27	179-182	60	412-419	84
9	9	64-65	28	183-187	61	420-427	85
10	10	66-67	29	188-191	62	428-435	86
11	11	68-69	30	192-196	63	436-443	87
12	12	70-71	31	197-200	64	444-451	88
13	13	72-73	32	201-205	65	452-459	89
14	14	74-75	33	206-209	66	460-467	90
15	15	76-77	34	210-214	67	468-475	91
16	16	78-79	35	215-218	68	476-483	92
17	17	80-81	36	219-222	69	484-491	93
18	18	82-83	37	223-227	70	492-499	94
19	19	84-85	38	228-231	71	500-507	95
20	20	86-87	39	232-235	72	508-515	96
21	21	88-89	40	237-240	73	516-523	97
22	22	90-91	41	242-246	74	524-531	98
23	23	92-93	42	247-250	75	532-539	99
24	24	94-95	43	252-255	76	540-547	100
25	25	96-97	44	257-260	77	548-555	
26	26	98-99	45	262-266	78	556-563	
27	27	100-101	46	267-270	79	564-571	
28	28	102-103	47	272-275	80	572-579	
29	29	104-105	48	277-280	81	580-587	
30	30	106-107	49	282-285	82	588-595	
31	31	108-109	50	287-290	83	596-603	
32	32	110-111	51	292-295	84	604-611	
33	33	112-113	52	297-300	85	612-619	
34	34	114-115	53	302-305	86	620-627	
35	35	116-117	54	307-310	87	628-635	
36	36	118-119	55	312-315	88	636-643	
37	37	120-121	56	317-320	89	644-651	
38	38	122-123	57	322-325	90	652-659	
39	39	124-125	58	327-330	91	660-667	
40	40	126-127	59	332-335	92	668-675	
41	41	128-129	60	337-340	93	676-683	
42	42	130-131	61	342-345	94	684-691	
43	43	132-133	62	347-350	95	692-699	
44	44	134-135	63	352-355	96	700-707	
45	45	136-137	64	357-360	97	708-715	
46	46	138-139	65	362-365	98	716-723	
47	47	140-141	66	367-370	99	724-731	
48	48	142-143	67	372-375	100	732-739	
49	49	144-145	68	377-380		740-747	
50	50	146-147	69	382-385		748-755	
51	51	148-149	70	387-390		756-763	
52	52	150-151	71	392-395		764-771	
53	53	152-153	72	397-400		772-779	
54	54	154-155	73	402-405		780-787	
55	55	156-157	74	407-410		788-795	
56	56	158-159	75	412-415		796-803	
57	57	160-161	76	417-420		804-811	
58	58	162-163	77	422-425		812-819	
59	59	164-165	78	427-430		820-827	
60	60	166-167	79	432-435		828-835	
61	61	168-169	80	437-440		836-843	
62	62	170-171	81	442-445		844-851	
63	63	172-173	82	447-450		852-859	
64	64	174-175	83	452-455		860-867	
65	65	176-177	84	457-460		868-875	
66	66	178-179	85	462-465		876-883	
67	67	180-181	86	467-470		884-891	
68	68	182-183	87	472-475		892-899	
69	69	184-185	88	477-480		900-907	
70	70	186-187	89	482-485		908-915	
71	71	188-189	90	487-490		916-923	
72	72	190-191	91	492-495		924-931	
73	73	192-193	92	497-500		932-939	
74	74	194-195	93	502-505		940-947	
75	75	196-197	94	507-510		948-955	
76	76	198-199	95	512-515		956-963	
77	77	200-201	96	517-520		964-971	
78	78	202-203	97	522-525		972-979	
79	79	204-205	98	527-530		980-987	
80	80	206-207	99	532-535		988-995	
81	81	208-209	100	537-540		996-1003	

Notes applicable to reinsurance with terms less than or more than one year:
 A. If insurance has been in force for one year or less, apply the short rate table for annual reinsurance to the full annual premium determined as for insurance written for a term of one year.
 B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for reinsurance written for a term of one year.
 2. Deduct such premium from the full reinsurance premium, and on the remainder calculate the one year earned premium on the basis of the term of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 3. Add premium provided in accordance with clause (1) and (2) to obtain annual premium. During full period reinsurance has been in force.

SCHEDULE OF FORMS AND ENDORSEMENTS

<p>POLICY NUMBER: HISCON-6547</p>	<p>NAMED INSURED STEVEN TROY</p>
<p>Form/Endorsement No./Edition Date</p>	
<p>Forms Applicable - 0000 00</p>	
<p>SYNDICATE ALLOCATION 0001 0000 0002 0011 LW1001 LW5000 000100 000100 0000 1011 0000 1011</p>	<p>SYNDICATE ALLOCATION CONDO UNIT OWNERS COVERAGE SPECIAL PROVISIONS - MISSISSIPPI GENERAL LIABILITY NOTICE SERVICE OF SUIT MISSISSIPPI POLICYHOLDER BILL OF RIGHTS ENDORSEMENT WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW LIMITED HOLD COVERAGE SECTION 1 LOSSES ONLY</p>
<p>Misc Form No./Edition Date</p>	

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

B0621F33073514

CRC Insurance Services Inc dba SCU

From: 1 April 2014

To: 1 April 2015

12:01 a.m. Local Standard Time, Any time zone

SECURITY DETAILS

PLACED WITH: Lloyd's Underwriters, London, England, comprising:

Line	Syndicate No	Pseudonym
100%	33	HIS

B0621F33073515

CRC Insurance Services Inc dba SCU

From: 1 April 2015

To: 1 April 2016

12:01 a.m. Local Standard Time, Any time zone

SECURITY DETAILS

PLACED WITH: Lloyd's Underwriters, London, England, comprising:

Line	Syndicate No	Pseudonym
100%	33	HIS

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

CONDOMINIUM UNIT OWNERS COVERAGE

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

DEFINITIONS

SECTION I & II

Throughout this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON providing this insurance. In addition, certain words and phrases are defined as follows:

1. "BODILY INJURY" means bodily injury, sickness or disease sustained by any person, which occurs during the policy period, including required care, loss of services, and death resulting therefrom. Bodily injury does not include any of the following which are communicable: disease, bacteria, parasite, virus or other organism, any of which are transmitted by any insured to any other person. It also does not include the exposure to any such disease, bacteria, parasite, virus or other organism by any insured to any other person.
2. "BUSINESS" includes trade, profession or occupation.
3. "INCIDENTAL CONTRACT" means any written lease of premises.
4. "INSURED" means:
 - a. If you are an INDIVIDUAL, "INSURED" means YOU and the RESIDENTS of your household who are your relatives, or other persons under the age of 21 and in the care of any person named above.
 - b. If you are a PARTNERSHIP OR JOINT VENTURE, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to ownership, maintenance or repair of the insured premises.
 - c. If you are an ORGANIZATION, other than a partnership or joint venture, you are an insured. Your associate officers, directors and stockholders are insureds, but only with respect to the ownership, maintenance or repair of the insured premises.
5. "INSURED PREMISES" means the condominium unit named on the Declarations Page, excluding any and all common areas.
6. "NAMED INSURED" means the person or organization named in Item 1 of the Declarations of this policy.
7. "OCCURRENCE" means an accident or event which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured.
8. "PROPERTY DAMAGE" means physical injury to, destruction of, or loss of use of tangible property which occurs during the policy period.

COVERAGE A - PERSONAL PROPERTY COVERED

SECTION I

We cover personal property owned or used by an insured while it is ON THE INSURED PREMISES. At your request, we will cover personal property owned by others while the property is on the part of that insured premises occupied by an insured.

We cover personal property owned by an insured while it is AWAY FROM THE INSURED PREMISES. Our liability for personal property AWAY FROM THE INSURED PREMISES, including property in transit, is an ADDITIONAL AMOUNT OF INSURANCE not more than 10% of the limit of liability for coverage A, but NOT LESS THAN \$1,000.

Personal property is covered for PERILS INSURED AGAINST, and is subject to 100% Coinsurance Clause.

We do not cover:

1. articles separately described and specifically insured in this or any OTHER INSURANCE;
2. ANIMALS, birds or fish;
3. MOTOR VEHICLES or all other motorized land conveyances. This includes any DEVICE or INSTRUMENT, including any accessories or antennas, for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical systems of a motor vehicle, or any tapes, wires, records, discs or other media for use with any such device or instrument while any of this property is in or upon the vehicle or conveyance;
4. AIRCRAFT and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
5. property of ROOMERS, boarders and other tenants, except property of roomers and boarders related to the insured;
6. property contained in an apartment or condominium, OTHER THAN THE INSURED PREMISES, REGULARLY RENTED OR HELD FOR RENTAL TO OTHERS BY AN INSURED;
7. PROPERTY RENTED or held for rental to others away from the insured premises;
8. BUSINESS PROPERTY in storage or held as a sample or for sale or delivery after sale;
9. BUSINESS PROPERTY pertaining to a business, OTHER THAN THE RENTAL OF THE INSURED PREMISES, actually conducted on the insured premises;
10. BUSINESS PROPERTY away from the insured premises;
11. MONEY, bank notes and other notes, credit cards or bank fund transfer cards, bullion, gold, silver, coins and medals;
12. SECURITIES, accounts, deeds, evidences of debt, letters of credit, passports, tickets and stamps;
13. MANUSCRIPTS;
14. WATERCRAFT, including their trailers, furnishings, equipment and outboard motors;
15. TRAILERS not used with watercraft;
16. loss caused by THEFT OF JEWELRY, watches, furs, precious and semi-precious stones, gold or platinum;
17. loss caused by FLOOD to personal property located OUTSIDE the perimeter walls, floors and ceilings of your condominium unit;
18. loss caused by FLOOD to personal property which is located below the base flood elevation of a building which is located in a Special Flood Hazard Area (as defined by The National Flood Insurance Program) which was required at the time the condominium building was constructed.

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COVERAGE B – LOSS OF USE

SECTION I

The limit of liability for Coverage B is the total limit for all the following coverages.

1. **ADDITIONAL LIVING EXPENSE.** If a loss caused by a PERIL INSURED AGAINST makes the insured premises NOT FIT TO LIVE IN, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. We will not consider expenses associated with trips and lodging outside the immediate area of the insured premises. Payment shall be for the SHORTEST TIME required to repair or replace the premises or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. **LOSS OF RENTS.** If a loss caused by a PERIL INSURED AGAINST makes that part of the insured premises rented to others NOT FIT TO LIVE IN, we cover your actual loss of rents, less any expenses that do NOT continue while that part of the insured premises is not fit to live in. Loss payment will be limited to:
 - A. the SHORTEST TIME required to repair or replace the part of the premises rented or held for rental;
 - B. NET RENTAL PROCEEDS that would be payable to you had the premises been occupied in accordance with "rental documentation".

"Rental documentation" must be presented in accord with either A, B, or C, below. Subject to Coverage B limit on the Declarations Page, total lost rents considered under one occurrence will be based on the greater of:

 - A. rental history for insured premises for same time period last year;
 - OR
 - B. "rental contract" in place on the date of loss for the time period insured premises is NOT FIT TO LIVE IN; "Rental contract" for the insured premises must be:
 1. written;
 2. made with a BONA FIDE THIRD PARTY TENANT (Tenant must intend to personally occupy insured premises); and
 3. for a SPECIFIC TERM (Specific term does not include any renewal term contained in any "rental contract" unless tenant has given actual written notice of intent to exercise its right under the renewal term prior to the occurrence of loss.);
 - OR
 - C. for units in condominium buildings rented on a rotational (rotal-type) basis, the loss paid will be proportionate to the percentage of units in the building actually rented during the time period insured premises is NOT FIT TO LIVE IN. For example, if insured premises is damaged by a peril insured against and is not fit to live in for one week and the condominium building is 100% rented, insured's lost rent would be 100% of one week's net rent; if the condominium building is 70% rented, insured's lost rent would be 70% of one week's net rental.

We DO NOT cover any loss or expense due to cancellation of a lease or agreement or "rental contract".

3. **PROHIBITED USE.** If a civil authority prohibits you from use of the insured premises as a result of direct damage to neighboring premises caused by a PERIL INSURED AGAINST in this policy, we cover any resulting Additional Living Expense and actual loss of rents for a period not exceeding TWO WEEKS during which use is prohibited.

We DO NOT COVER ANY ADDITIONAL LIVING EXPENSES OR LOSS OF RENT DUE TO MANDATORY OR EFFECTIVE EVACUATION AND/OR DELAYED RE-ENTRY.

The periods of time under 1, 2, and 3 above are NOT LIMITED by expiration of this policy. We do NOT cover loss or expense DUE TO CANCELLATION of a lease or agreement.

COVERAGE C – ADDITIONAL COVERAGES

SECTION I

1. **DEBRIS REMOVAL.** We will pay the reasonable expense incurred by you in the removal of debris of covered property if a PERIL INSURED AGAINST causes the loss. This expense is INCLUDED IN THE LIMIT OF LIABILITY that applies to the damaged property.
2. **REASONABLE REPAIRS.** We will pay the reasonable cost incurred by you for the necessary repairs made solely to protect covered property from further damage if a PERIL INSURED AGAINST causes the loss. This coverage DOES NOT INCREASE THE LIMIT OF LIABILITY that applies to the property being repaired.
3. **FIRE DEPARTMENT SERVICE CHARGE.** We will pay up to \$750 for your liability assumed by contract or agreement for fire department service charges incurred when the fire department is called to save or protect covered property from the PERIL OF FIRE. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response. THE COVERAGE IS ADDITIONAL INSURANCE. NO DEDUCTIBLE APPLIES TO THIS COVERAGE.
4. **PROPERTY REMOVED.** We will insure covered property against direct loss from any cause while being removed from a premises endangered by a PERIL INSURED AGAINST and for no more than 30 DAYS while removed. This coverage DOES NOT CHANGE THE LIMIT OF LIABILITY that applies to the property being removed.
5. **UNIT - OWNERS BUILDING ADDITIONS AND ALTERATIONS.** For the limit of liability as shown on the declarations, we insure for DIRECT PHYSICAL LOSS OR DAMAGE to the additions, fixtures, improvements or installations which are part of the building within (and including) the UNFINISHED INTERIOR SURFACES of the perimeter WALLS, FLOORS AND CEILINGS of YOUR condominium unit. If your condominium association master deed and/or by-laws specifically require you to INSURE heating/conditioning equipment, wiring, and/or plumbing components located outside your unit but serving only your unit, we will include such within this coverage section. However, we do not insure loss:
 - a. EXCLUDED under EXCLUSIONS - SECTION I;
 - b. caused by FREEZING of a plumbing, heating or air conditioning system or a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the condominium unit is VACANT, UNOCCUPIED or BEING CONSTRUCTED unless you have used reasonable care to:
 - (1) MAINTAIN HEAT in the building; or
 - (2) shut off the water supply and drain the system and appliances of water;
 - c. caused by FREEZING, thawing, pressure or weight of water or ice, whether driven by wind or not, to a patio or foundation;
 - d. caused by THEFT in or to a unit under construction, or of materials and supplies for use in the construction until the unit is finished and occupied;
 - e. caused by VANDALISM AND MALICIOUS MISCHIEF or breakage of glass and safety glazing materials if the unit has been VACANT for more than 30 CONSECUTIVE DAYS immediately BEFORE the loss. A unit being constructed is not considered vacant;
 - f. caused by CONSTANT OR REPEATED SEEPAGE or leakage of water or steam over a period of WEEKS, MONTHS OR YEARS from within a plumbing, heating, or air conditioning system OR AUTOMATIC FIRE PROTECTIVE SPRINKLER SYSTEM or from within a HOUSEHOLD APPLIANCE;
 - g. caused by:
 - (1) WEAR AND TEAR, racking, deterioration,
 - (2) INHERENT VICE, latent defect, mechanical breakdowns;
 - (3) smoke, RUST, mold, wet or dry rot;
 - (4) SMOKE from agricultural smudging or industrial operations;
 - (5) release, discharge or dispersal of contaminants or POLLUTANTS;
 - (6) SINKING, cracking, shrinking, bulging or expansions of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (7) birds, vermin, rodents, insects or ANIMALS (domestic or otherwise).

If any of these causes WATER DAMAGE not otherwise excluded, from a plumbing, heating, or air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by water.

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INCLUDING the cost of leasing out and replacing any part of a building necessary to repair the system or appliance. We do NOT cover loss to the system or appliance from which this water escaped.

h. involving COLLAPSE, other than as provided in COVERAGE C - ADDITIONAL COVERAGE - COLLAPSE. Under items b. through h., ENSURING LOSS not excluded or excepted IS COVERED.

We do not insure for loss to property described as UNIT-OWNERS BUILDING ADDITIONS AND ALTERATIONS unless by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

- a. WEATHER CONDITIONS. However this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in EXCLUSIONS - SECTION I, other than exclusions b. and c. below to produce loss;
- b. ACTS OR DECISIONS, including the failure to act or decide, of any person, group, organization or governmental body;
- c. FAULTY, inadequate or defective:
 - (1) PLANNING, zoning, development, surveying, siting;
 - (2) DESIGN, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) MATERIALS used in repair, construction, renovation, or remodeling; or
 - (4) MAINTENANCE, including a lack of maintenance by tenants, of PART OR ALL OF ANY property whether on or off the insured premises.

This UNIT-OWNERS BUILDING ADDITIONS AND ALTERATIONS coverage does not apply to land, including land on which the insured premises, real property or structures are located. NO COINSURANCE CLAUSE APPLIES TO THIS COVERAGE. All other provisions of this policy apply.

6. LIMITED LOSS ASSESSMENT COVERAGE We will pay up to \$5000 for your pro rata share of any qualified loss assessment charged against ALL condominium unit-owners by a corporation or association of property owners. This only applies when the assessment is made as a result of such direct loss to the BUILDING(s), owned by all members collectively, caused by the Perils Insured Against. WE WILL NOT PAY YOUR LOSS ASSESSMENT:

- a. that results from a DEDUCTIBLE in the policy of insurance purchased by a corporation or association of property owners;
- b. that results from a LOSS TO PROPERTY which is NOT INSURED in the policy of insurance purchased by a corporation or association of property owners;
- c. that results from a PERIL which is NOT A PERIL INSURED AGAINST by BOTH the condominium association policy and the condominium unit-owners policy;
- d. that results from a LOSS TO PROPERTY which does not OCCUR within the POLICY PERIOD of this policy;
- e. that results from CHARGES against you or a corporation or association of property owners by any GOVERNMENTAL body.

This coverage is primarily intended to respond as excess to association master building coverage when a Loss Assessment is made as a result of insufficient coverage limits of that master policy. It will not pay for Loss Assessments made for such things as policy deductibles, loss financing costs, clerical and legal costs, damage to amenities (pools, docks, landscaping, sand removal or replenishment, parking lots), increased repair costs due to selective or required construction upgrades, or damage as a result of uninsured perils. It is your responsibility to provide documentation from your association in sufficient detail to prove how Loss Assessment funds are specifically utilized.

This coverage applies only to loss assessments charged against you as owner of the INSURED PREMISES. NO COINSURANCE CLAUSE APPLIES TO THIS COVERAGE.

7. COLLAPSE.

a. With respect to this additional coverage:

- 1. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- 2. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- 3. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- 4. A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
 - 1. Perils Insured Against. These perils apply to covered buildings and personal property for loss insured by this additional coverage.
 - 2. Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse.
 - 3. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse.
 - 4. Weight of contents, equipment, animals or people.
 - 5. Weight of rain which collects on a roof or
 - 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This coverage does not increase the limit of liability applying to the damaged covered property.

PERILS INSURED AGAINST

SECTION 1

We insure for direct loss to the property described in COVERAGE A, B and C (except UNIT-OWNERS BUILDING ADDITIONS AND ALTERATIONS) caused by:

- 1. FIRE or LIGHTNING.
- 2. WINDSTORM or HAIL. This peril INCLUDES loss caused by WIND-DRIVEN RAIN, snow or sleet. This peril does NOT include loss caused by SAND OR DUST, unless the direct force of wind or hail damages the building causing an opening in the roof or wall and the sand or dust enters through the opening. This peril does not provide coverage for personal property located outside.
 - Losses caused by or contributed to by any one of the following is NOT covered:
 - a. faulty planning, zoning, development, surveying, siting;
 - b. faulty, inadequate or defective design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, mechanical breakdown;
 - c. faulty, inadequate or defective materials used in repair, construction, renovation or remodeling;
 - d. maintenance; wear and tear; inaction; deterioration, inherent vice, wet or dry rot; and/or settling, cracking, shrinking, bulging, or expansion of foundations, walls, floors, roofs, or ceilings.
- 3. EXPLOSION.
- 4. RIOT or CIVIL COMMOTION.
- 5. AIRCRAFT, including self-propelled missiles and spacecraft.
- 6. VEHICLES.
- 7. SMOKE, meaning sudden and accidental damage from smoke. This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.
- 8. VANDALISM or MALICIOUS MISCHIEF. This peril does not include loss to property on the INSURED PREMISES if the unit has been vacant for more than 30 consecutive days immediately before the loss. A unit being constructed is not considered vacant.

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The Oaks of Long Beach

Homeowners Association

99 Oak Alley Place, Long Beach, MS 39560

601-325-5753

To the Homeowners of The Oaks of Long Beach:

I am the manager of the HOA's Property known as the "Oaks of Long Beach". I have reviewed the "Covenants and Conditions and Restrictions" which were filed at the time this property was coming into existence and filed on June 6, 2007. The pertinent part of the Covenants is contained in the following:

Article V
USE RESTRICTIONS

Section 5. Occupancy. Occupancy of all Townhouses is limited to the immediate family and guests of the Owner or tenants as provided herein. Each Owner shall be responsible for the actions of all invitees (including family, guests and tenants) and compliance with the terms of this Declaration, the By-Laws and applicable rules and regulations of the Association. For purposes of this section, "immediate family member" includes spouse, child, grandchild, niece or nephew of an Owner. If a tenant occupies a Townhouse in accordance with the provisions of this section, such tenant's behavior must be acceptable to the remaining Owners. In the event a majority of the Owners (excluding the Owner of the Townhouse occupied by such tenant) decide that the tenant has become an annoyance, then the tenant must vacate the Townhouse within thirty (30) days after written notification. This right vested in the Owners to object to a tenant's behavior is absolute and not conditioned on any standard other than the determination of a majority of the Owners as aforesaid.

This appears to restrict the use of the property to the owners and their families and guests. There is no provision for rentals. However since the time following the creation of this document there has been a total disregard for this section as it pertains to "rentals". The "declarant" (owner/developer), of the property covenants, his ex-wife and others have been allowed to rent the property for short-term use (through vacation property managers) and long-term rentals through the use of agents by leases. It has also been the norm, for daily rentals to be discouraged. Short-term weekend rentals have been allowed for years.

This was brought to the attention of the newly formed, townhouse owner controlled Homeowners Association, at their recent meeting and it was decided that because the practice existed for so long, with the developer run Homeowners Association approval and participation, it would be unfair to attempt to subject the other participating owners to such a drastic measure. Some members believed that if the owners brought lawsuits they would prevail.

It is the belief of the HOA directors that these covenants should not be enforced against the existing owners who have been renting their property for short-term rentals. Nothing in this document should be interpreted as an abandonment of the pertinent sections of these covenants as to future homeowners at the Oaks of Long Beach.



Vicky Gieger
HOA Manager of
The Oaks of Long Beach

Approved by Gregory Rhodes, President of the HOA

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

503

The clerk reported that twenty-four (24) notices of public hearing were sent by regular mail, to property owners within two hundred feet (200') 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; Said notice was ordered as part of these proceedings:

City of Long Beach



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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-term Rental**.

Steven Troy, 26100 West Woodland Court, Channahon, IL 60410 has filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 10 Oak Alley Lane, Long Beach, Mississippi 39560, tax parcel number 0512J-03-066.010. The legal description is as follows:

Lot 10, THE OAKS OF LONG BEACH SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi, as per plat recorded in Plat Book 48, Page 9 in the office of the Chancery Clerk of said Count and State. Together with an undivided 1/90 interest in the common elements and all of the tenements, hereditaments and appurtenances with every privilege, right, title, interest, estate, reversion, remainder and easement thereto belonging or in anywise appertaining, all according to the subdivision and Declaration documents recorded in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, June 8, 2017, 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 Commission

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, VERONICA HOWARD, 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 Hearing for the purpose of notifying property owners within Two Hundred Feet (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning Commission in and for the City of Long Beach;

3. That on May 17, 2017, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 24 property owners within 200' of 10 Oak Alley Lane - Tax Parcel No. 0512J-03-066.010 notifying them that a public meeting will be held, June 8, 2017, to consider an application for Short-term Rental filed by Steven Troy.

Given under my hand this the 17th of May, 2017.


REBECCA E. SCHRUPF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of May 2017.

-My Commission Expires-


NOTARY PUBLIC



MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

505

Use Avery® TEMPLATE 5160®



Feed Paper



See instructions sheet
for Easy Peel Feature



AVERY® 5160®

THE BEACH CLUB II LLC
59 AT 98 PLACE BLVD
HATTIESBURG MS 39402

JANELLE BERRY
7350 N ABERDEEN DR
PASS CHRISTIAN MS 39571

FELIX BERTUCCI III
15 OAK ALLEY LN
LONG BEACH MS 39560

RICHARD & DIANA BEVERIDGE
3380 DEPEW AVE
CHARLOTTE FL 33952

SHIRLEY BOURG
7 OAK ALLEY LN
LONG BEACH MS 39560

FIRST BAPTIST CHURCH LONG BEACH MS
300 N CLEVELAND AVE
LONG BEACH MS 39560

BRETT GAUTHIER
9 OAK ALLEY LN
LONG BEACH MS 39560

SUSAN ANN GILBERT
628 JOHN MARSHALL DR NW
VIENNA VA 22180

THOMAS & JANICE GLEASON
10697 W CENTENNIAL PKWY
MAIL DROP 274, APT 2074
LAS VEGAS NV 89166

WILLIAM & DEBRA HARDEE
123 LAKESHIRE COVE
CANTON MS 39046

GARY HARTMAN & BONITA KING
2 OAK ALLEY LN
LONG BEACH MS 39560

ROBERT HUGHES
4613 TAFT PARK
METAIRIE LA 70002

JAY & PAMELA LIBYS
24654 OAK ISLAND DR
PASS CHRISTIAN MS 39571

EMERSON LOGA III
101 INLET DR
SLIDELL LA 70458

TERRY & DEBORAH MCKEOUGH
600 HIGHLAND DR
BAY ST LOUIS MS 39520

ELIZABETH MILLER
61225 TIMBERBEND DR
LACOMBE LA 70445

MOHAMMAD HOEINI
PO BOX 8833
GULFPORT MS 39506

THE OAKS OF LONG BEACH LLC
7388 LAZY ACRES RD
PASS CHRISTIAN MS 39571

BRIAN ONEIL
724 OLEANDER LN
BILOXI MS 39532

SANJAY & SHAROJ PATEL
4060 RIVERSONG DR
SUWANEE GA 30024

PARWIN & JOHNAQA SAIDI
3616 PARK GLENN DR
MORE OK 73160

SOUTHERN POINTE TOWNHOMES
22260 ABBY RD
PASS CHRISTIAN MS 39571

STORYBOOK FARM LLC
445 EAST COUNTY RD 66E
FORT COLLINS CO 80524

STEVEN TROY
26100 W WOODLAND CT
CHANNAHON IL 60410

CHARLES & AMY WOOD
1007 EAST SECOND ST
PASS CHRISTIAN MS 39571

PROFESSIONAL REAL ESTATE MGT
ATTN: NANCY SCIPIONE
1447 E PASS RD
GULFPORT MS 39507

Étiquettes faciles à peier
Utilisez le gabarit AVERY® 5160®

▲
Sens de chargement

Consultez la feuille
d'instruction

www.avery.com
1-800-GO-AVERY

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 133 No., 231 dated 22 day of May, 2017
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett

Clerk

Sworn to and subscribed before me this 22 day of

May

A.D., 2017

Meri A. Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Commission Chairman recognized, Mr. Keith Aeschliman, representing the applicant. Mr. Aeschliman, stated they were in receipt of ordinance 622, have read it, and would adhere to it.

Commission Chairman asked for anyone speaking in favor of the request, no one came forward to be heard.

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

* * *

Commission Chairman called for anyone speaking in opposition of the request, no one came forward to be heard.

* * *

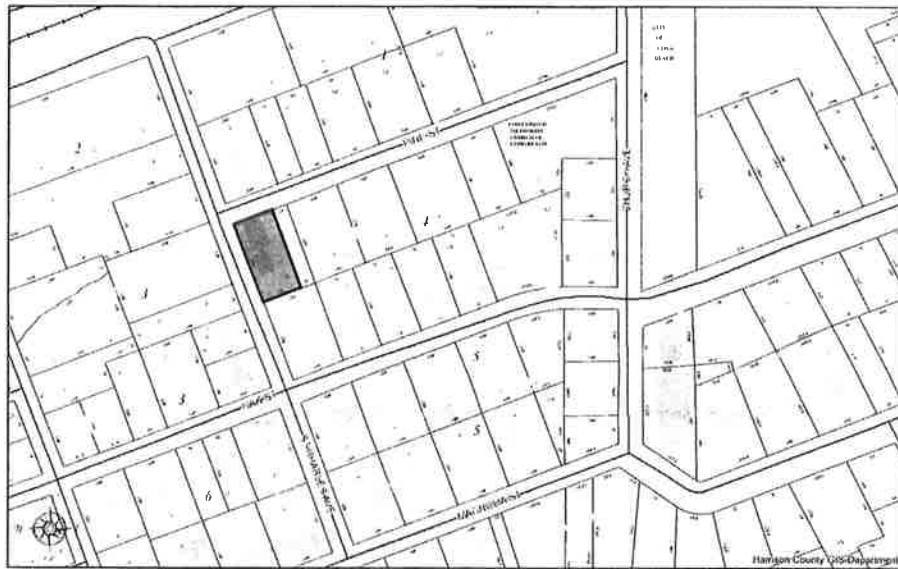
Commissioner Frazer made motion seconded by Commissioner Brown and unanimously carried to close the public hearing.

* * *

After considerable discussion Commissioner Hansen made motion seconded by Commissioner Frazer and unanimously carried to approve the short-term rental in accordance with ordinance 622.

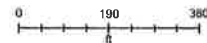
The 3rd public hearing was called to order to consider a short-term rental for property located at 229 Pine Street, tax parcel 0612C-04-014.001, submitted by Kathleen D. Olson as follows:

SUBJECT PROPERTY: 229 Pine St - Tax Parcel 0612C-04-014.001



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 LOCAL JURISDICTION. TALL FLURY, TAX ASSESSOR
MAP DATE: June 7, 2017



MINUTES OF JUNE 8, 2017
PLANNING 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: <u>229 Pine Street</u>		Tax Parcel # <u>0612C-04-014.001</u>									
<small>(Location of Short-Term Rental)</small>		<u>0612C-04-014.000</u>									
OWNER'S INFORMATION:											
Property Owner's Name: <u>Kathleen D Olson</u>											
Property Owner's Address: <u>3047 70th Way SW, Tumwater, WA 98512</u>											
Property Owner's Mailing Address, if different from above:											
Property Owner's Phone No: <u>360.352.8138</u> Email Address: <u>luvpyrs@msn.com</u>											
Is there a homeowner's association for the neighborhood? <u>No</u> . If so, please provide written statement of support of short term rental?											
PROPERTY MANAGER INFORMATION:											
Property Manager's Name: <u>Nancy Scipione, Professional Real Estate Management Inc</u>											
Property Manger's Address: (Must be a local contact) <u>1447 E. Pass Road, Gulfport, MS 39507</u>											
Property Manager's Phone No: <u>228.896.6682</u> Email Address: <u>nancy@prmhomes.com</u>											
PLEASE PROVIDE THE FOLLOWING:											
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>024-30204-4</u> • Recorded Warranty Deed - <u>attached</u> • Parking Rules & Plan - <u>attached</u> • Trash Management Plan - <u>attached</u> • Copy of Proposed Rental Agreement - <u>attached</u> • Proof of Liability Insurance, which included short term rental coverage <u>attached</u> 											
ADDITIONAL INFORMATION:											
<ul style="list-style-type: none"> • OWNERSHIP: Please provide a recorded warranty deed • FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, 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 (\$20/yearly fee). • INCOMPLETE APPLICATIONS will not be processed. 											
AFFIDAVIT											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
Kathleen D Olson	<i>Kathleen D Olson</i>	<u>2/28/17</u>									
PRINT NAME	SIGNATURE	DATE									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:								
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: <u>[Signature]</u>		Date: <u> </u>									
Fire Inspector Signature: <u>[Signature]</u>		Date: <u>4/06/17</u>									
COMMENTS: <u> </u>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: <u>3/24/2017</u></td> <td> </td> </tr> <tr> <td>Agenda Date: <u> </u></td> <td> </td> </tr> <tr> <td>Amount Due/Paid: <u>\$200.00</u></td> <td> </td> </tr> <tr> <td>Check #: <u>81632</u></td> <td> </td> </tr> </table>				Date Received: <u>3/24/2017</u>		Agenda Date: <u> </u>		Amount Due/Paid: <u>\$200.00</u>		Check #: <u>81632</u>	
Date Received: <u>3/24/2017</u>											
Agenda Date: <u> </u>											
Amount Due/Paid: <u>\$200.00</u>											
Check #: <u>81632</u>											

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Parking:

No on-street parking, please
Very large two-car carport and a large paved driveway; can easily park four or five cars. There is also a half-circle brick drive in front of house

Trash Management:

Rental management company takes care of trash in and out of the house; also, have a caretaker that brings trash bin and recycle bins in after they have been picked up. Trash is picked up on Mondays and Thursdays; recycle is picked up on Mondays.



**WORKING WITH A
REAL ESTATE BROKER**
THIS IS NOT A LEGALLY BINDING CONTRACT

Approved 01/2003 by
MS Real Estate Commission
P.O. Box 12685
Jackson, MS 39232

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss Code: "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Buyer and Seller:

- * A duty of honesty and fair dealing.
- * A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

- * The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

- * A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as:

Client (Seller's or Landlord's Agent)
 Client (Buyer's or Tenant's Agent) Customer (Not as my Agent)
 Client (Disclosed Dual Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

Nancy W. Scipione *[Signature]*
 Nancy W. Scipione (Customer)
 (Licensee) Professional Real Estate Mgt., Inc. (Company)
 (Client) (Company) (Customer)

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION



Reservation Confirmation # 6546
Arrival: After 3 pm **Monday, March 20, 2017**
Checkout: 10 AM **Friday, March 24, 2017**

Of Days: 4
of People: 6

Professional Real Estate Management, Inc.
1447 E. Pass Road Gulfport, Mississippi 39507
228-896-6682
info@VacationInBiloxi.com
FAX 228-896-3350

Danessa guest
1234 Street Drive
Searcy, AR 12345
123-456-7890
Guest.email@yahoo.com

Friday, March 3, 2017 reservation taken

~ Your Vacation Location ~
Home Name
123 Street Drive
Town MS 12345

Rental Amount	\$620.00
Rental Tax	\$74.40
Total Fees & tax on fees	\$162.40
Total Charges	\$856.80
Security Deposit	\$100.00
\$334.88	03/02/2017
\$621.92	Due 03/06/2017

Guest Notes:

During certain events you are only guaranteed 1 parking place. Any other allowed vehicles are parked on a first-come basis.

**Total # of autos allowed: 2 License Plate 1
License Plate 2**

Check-In: From 3:00 PM on Monday – Friday at our office.
 * Directions to our office from Exit 38 on Interstate 10 are included on page 2.
 * You will receive your Welcome Packet with keys and directions to your unit.
 * Also, you will be instructed whether you need to also register at the property.

Please contact us, not the front desk at the complex, for any help. We are here for you!

After hours and holiday arrivals please see middle of page 2 for directions

For emergencies, please call 228-896-6682, select Emergency Option and follow the verbal instructions.

Charges will be placed on your Credit Card for Items not returned to our office by 10 AM check-out time:

Access Card: \$30 each Missing Key: \$25 each
Armbands: \$5 each Garage Remote: \$80 each

Please place everything back into the Arrival Envelope and drop it in the silver Beach Resort Rental "Condo Drop Slot" located to the right of our front door at 1447 E. Pass Road, Gulfport MS 39507.

By signing below, I agree that the conditions and information contained on this Reservation Confirmation, including the attached Rental Policies which are also found at www.vacationinbiloxi.com have been read carefully and accepted by me on behalf of all members of my party and agree to abide by such conditions and limitations including any policies mandated by the HOA of the property. PRM Inc. is the agent of the property owner and is acting at all times in and for the best interest of the client-owners. I give permission for any damages/theft found after my departure to be placed on my charge card and a copy sent to me.

Following the directions in the email Reservation Confirmation letter, sign the two or more forms, and return immediately by scan/email, fax, or mail. **Thank you!!**

Sign: _____

Date: _____

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

BE sure to Bring these Directions with you when you travel!!!

1447 E. Pass Road, Gulfport MS 39507

Directions to Beach Resort Rentals Office for Check-in and Check-out:

- **[From Hwy 49, you must get on I-10 and go East towards Biloxi]**
- From Interstate 10, take Gulfport Exit 38 South 3.3 miles to Pass Road, a four lane undivided road.
- You will turn Left-East. There are 2 left turn lanes. To make it easier on yourself, stay in the right lane of the 2 left turn lanes. This will dump you in the outside lane of Pass Road going East.
- As soon as you turn left, **TURN ON YOUR RIGHT BLINKER.**
- Our office is the 3rd building on the right. Handsboro Animal Hospital is the building just before our office. Turn right onto the side street, Hubert, continue to turn right into our parking lot and go the left porch.
- Come on in!!



PRM Inc Beach Resort Rentals Office and Sign
View from Pass Road



Our Front Door-Left Porch on building



Susan at the Black Lock Box,
Pick-up Box & Condo Drop Box

If you are a weekend or late night check-in, you will need to get your Welcome Packet & Key by **doing** the following:

- On the right side of the porch is a black Lockbox attached to the wall.
- You will need to press and then pull down and forward on the little button above the numbers.
- There will be a key in that box that will open the silver Condo Box to the right.
- You will find your Welcome Packet inside with the key and directions to the condo.
- Please relock the silver box and then return the key inside the Lock Box.
- To close the Lock Box front, you will need to re-enter the above numbers before depressing the button again.
- Please do not arrive at the condo until **3 pm** as there is someone there before you.

To Check-out, follow the directions on your Welcome Packet.. Drop Packet in Condo Drop Box as you leave.

Mississippi Gulf Coast



~ Your Vacation Location ~

Relax, Play, Enjoy!

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

Rental Policies

The policies and procedures of Professional Real Estate Management, Inc. are designed to ensure that we give both you and our owners the best service possible. Please read them carefully. If you have any questions, we will be happy to answer them—just call 1-228-896-6682.

By giving my credit card number to Professional Real Estate Management, Inc., I agree that the conditions and information contained in this Rental Policy have been read carefully and accepted by me on behalf of all members of my party and agree to abide by such conditions and limitations.

RESERVATIONS: 35% down per reservation is required at time of booking or 7 days if paid by money order. If the advance rent is not received within 7 days of booking, your reservation will be cancelled. Final payment is due in full 14 days prior to arrival. If you have prepaid with a credit card, we will automatically charge the card on file the balance unless you instruct us otherwise. Each reservation is also subject to a non-refundable \$45 processing fee and the appropriate cleaning fee. This is taxable at the rate of 12%.

CANCELLATION POLICY: All cancellations are subject to a cancellation fee of \$100.00 (plus 12% tax). Your prepaid rent less the cancellation fee will be returned if the reservation is cancelled 30 days prior to arrival for weekly and daily reservations, and 60 days prior to arrival for monthly reservations. All weekly and daily reservations cancelled within 30 days and monthly reservations cancelled within 60 days will forfeit the entire advance payment. Room changes are considered the same as a cancellation since the properties are individually owned.

CONFIRMATIONS: You will receive a confirmation letter after we receive your advance payment. Please contact us immediately if you find a discrepancy, otherwise it will be assumed correct. Please verify:

- * Arrival/departure date
- * Reserved accommodations
- * Rental amount due

CHECK-IN PROCEDURES: Check-in time is 3:00 pm on date of arrival. During our summer season, there may be unusual circumstances that prevent the property you reserved from being ready by 3:00 pm. We ask for your patience, and suggest that you have alternate plans between 3:00 pm and 5:00 pm. Check in at PRM's office, not the rental property. If you are arriving after hours, please call our office for instructions.

LATE ARRIVALS: We will be happy to leave an arrival packet containing keys and directions for any of our guests arriving after our office is closed provided they have paid their rental balance in full, and have submitted a signed Guest Rental Agreement prior to arrival. Failure to receive a signed agreement or pay in full may result in denied access to property.

OFFICE HOURS: Monday through Friday 10:00 am to 5:00 pm

Weekend arrivals: Follow the directions on page 2 of your Reservation Confirmation

We have emailed you after-hours, weekend, and holiday check-in instructions on page 2 of your Reservation Confirmation.

PAYMENT:

- * Final rental payments are due in full 14 days prior to arrival.
- * All payments are due in advance and therefore you will enjoy the convenience of our Express Check-In Service. You will no longer have to stand in long lines to check-in. Under no circumstances will late arrival packets be left for guests that have not paid in full.
- * You may pay with Visa, MasterCard, America Express, or Discover.
- * You will be charged for the entire length of stay reserved and will not be refunded for checking in late and/or checking out early.
- * Sorry, no refunds will be given for inclement weather.

CHECK-OUT PROCEDURES: Check-out time is 10:00 am on the day of departure. Please leave the property at that time.

* Please return all keys, plus any parking permits and/or pool keys/passes/wrist bands to the PRM office. In the same packet you received when checking in. **DO NOT LEAVE KEYS IN THE PROPERTY.** There is a \$50 charge for each and any item(s) not returned to our office after check-out time. All guests and belongings must be out of the property when the keys are returned to our office. If our office is closed when you check-out, simply drop your items in the "key drop" slot next to our front door.

- * Upon approval there will be an additional fee for a late check-out.
- * To avoid additional cleaning charges, please do the following before departure:
 - * Remove all food from refrigerator.
 - * Load dirty dishes in to dishwasher.
 - * Leave furniture arranged as you found it.
 - * Put garbage in plastic garbage bags and put in the outside receptacle provided.
 - * Close and lock all windows and doors.
 - * Please leave the property neat and orderly.
- * Set the thermostat at 76 degrees April to October and 65 degrees November to March.

MINUTES OF JUNE 8, 2017
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HURRICANE POLICY: If a mandatory evacuation is issued by the National Hurricane Center or our local governing officials due to a tropical storm or hurricane threatening our area, refunds will be made as quickly as possible.

WHAT TO BRING: You will be given a limited supply of towels and washcloths (there are no hand towels). You will need to provide your own personal beach/pool towels. Rental rates do not include daily maid service or a change of linens. Daily maid service and/or towel service can be set up for a nominal fee. There is an initial supply of the following, but you should also bring personal soaps, detergents, garbage bags, and paper products for the duration of your stay.

FURNISHINGS & EQUIPMENT:

* You are renting a privately owned home or condo. It has been decorated and equipped to satisfy the particular tastes and desires of the owner. Please be considerate of the belongings of the owner and to the people who will be renting the property after you.

* Please do not rearrange the furniture, take any items outside that are part of the interior décor, or move any furnishings or kitchen items to another property. You will be charged if the housekeepers must rearrange the furniture after your stay.

* Since the premises are privately owned, neither PRM Inc nor the owner shall be responsible for any additional furnishings not presently in the property. Renter is to indemnify owner for any damages or costs to the premises, furnishings, equipment, and household items therein, which occur during renter's occupancy excluding normal wear and tear.

* Locked closets are maintained by homeowners for personal use. Please respect these areas, if owners closets are found broken into, there will be a charge for repair of lock and replacement of any missing items.

Non-Smoking Units: No smoking is allowed in any property. There will be a \$250 minimum charge to you if we detect smoke.

DAMAGES: All accidental damages must be immediately reported to PRM Beach Resort Rentals or guest will be liable. Guests will be held responsible for any intentional damages to property.

REPAIRS & REFUNDS: Our maintenance/ housekeeping staff is here to make sure your vacation home is in the best condition that it can be. If you should discover otherwise, please report it to us immediately and we will correct it as quickly as possible; however no refunds will be given for appliance failure or other circumstances beyond our control. Please do not wait until you are checking out to let us know about problems, as we no longer have the opportunity to rectify the situation. At times we must wait for parts or service. Please bear with us during these times.

Guests will be responsible for paying for service calls for any air conditioner or refrigerator that is turned down so low that it freezes up and requires maintenance.

PRM Beach Resort Rentals and/or an authorized employee or repairman may enter the premises during normal business hours for any purpose pertaining to repair, improvement, care, and management of the premises. We will try to notify you, if at all possible, in as far advance as possible of any entry.

AFTER HOURS EMERGENCIES: There is an agent on call 24 hours a day for EMERGENCIES only. Non-emergencies will be noted and handled the following day during office hours. The after hour emergency number is 800-442-9815; press 4 and leave your name, unit number and issue you are having. The attendant will be called and the work order dispatched.

LOCKOUTS: If you lock yourself out of your property after office hours, you will need to call the emergency number. You will be responsible for paying a lock out fee of \$35 if we must go to the property. If you lock yourself out of your property during office hours, you may come to the PRM Beach Resort Rentals office and get another key.

LONG DISTANCE CALLS: Most condos do not provide phones. Long distance is not provided for those that do.

PARKING:

* Most properties only allow parking for two vehicles. Additional vehicles will need to be parked in a public parking lot.

* Most complexes have parking permits that you will receive at check-in. There is a maximum of 2 permits per unit. Please make other arrangements for any excess vehicles. Please display the permits on your dashboard or rearview mirror at all times. PRM is not responsible for vehicles towed due to the lack of a parking permit.

Some condominiums prohibit boats, trailers, jet-skis, motor homes and buses. If traveling with any of these, please call John Fayard Storage ahead of time to arrange for parking. John Fayard Self Storage 10213 Lorraine Rd, Gulfport, MS 39503; (228) 896-7470; www.johnfayardwarehouse.com

GRILLING: Management and fire codes prohibit charcoal or open fire grilling on or under decks, balconies or porches, or within 15 feet of any structure. Please check property for designated grilling area.

GARBAGE REMOVAL: Please place household trash in appropriate receptacles (trash chutes, dumpster, or covered outside containers provided). Check with PRM office for applicable days of garbage removal.

ITEMS LEFT IN PROPERTY: PRM Inc. is not responsible for personal items left in a property. A \$20 service charge plus shipping costs are required if you request PRM Beach Resort Rentals to pick up and mail the items back to you. Any items otherwise unclaimed will be considered abandoned after five days from your departure.

SUBSTITUTION AND REASSIGNMENT: When you make a reservation a property will be assigned; however, no property request is guaranteed. We reserve the right to substitute comparable accommodations without notice or liability in the event of a sale, foreclosure, or whatever otherwise might make a property become unavailable. If you are offered a more expensive property, you will be charged the current rate for the new property, and upon notification of the change, given the opportunity to cancel without penalty should the new arrangements not be acceptable. After notification, the normal cancellation policy will once again apply. Units may not be sublet. If no other property is available, your reservation will be cancelled, a full refund given, and an attempt will be made to contact you via phone and/or email.

Should a foreclosure or sale occur while you are in the property, every attempt will be made to place you in another one. If we cannot place you, the unused rent will be refunded and you may make accommodations elsewhere. You, as guest, agree to hold PRM, Inc. harmless for any damages sustained as a result of actions taken by the property owner.

CATASTROPHE: If a catastrophe—as deemed by PRM, Inc.—occurs and the unit assigned to you is needed for recovery effort housing, your reservation will be cancelled with a full refund to you. An attempt will be made to contact you via phone and/or email.

OCCUPANCY:

* The total number of persons allowed in the property at any time is restricted to the stated limit for each property. Eviction without refund is the penalty. We are very serious about maintaining a family atmosphere for the quiet enjoyment of all our guests. We will rent to family groups and responsible adults only. PRM Beach Resort Rentals properties will not be rented to anyone under 26 years of age. No children will be allowed to check-in without their parents. Reservations made under false pretense will be subject to forfeiture of entire advance payment. Identification may be required upon check-in to verify age.

* No parties, weddings, or gatherings are allowed without prior written permission from PRM Beach Resort Rentals. Absolutely no student groups or house parties will be tolerated.

* PRM Inc reserves the right to enter the rental property at any time to investigate disturbances, occupancy, and/or damage. Any violators will be evicted without refund. Mississippi Code of 1972, section 75-73-13, <http://www.mcode.com/free/statutes/75/073/0013.htm>

* All accommodations are governed by appropriate Mississippi Laws and also Rules and Regulations that are applicable to said premises. Occupancy of common areas shall be quiet and peaceful so as not to disturb others. These Rules and Regulations, where applicable, will be enclosed in your arrival packet along with any required parking permits and/or pool keys/passes/wrist bands for the condominium complexes, so be sure to go through them thoroughly.

PETS: While our pets are important to us, unfortunately we cannot accept them in most of our rental properties. You will incur an additional minimum charge of \$250 if any evidence of a pet is found in your unit or on the premises. Having a pet in a rental unit without previous permission will void the contract and therefore be subject to eviction and forfeiture of any rental payments.

UNITS FOR SALE: In the event a property you are renting is listed for sale, we may find the need to show the property during your visit. We will make every effort to schedule the showing at a convenient time so we do not disturb your vacation.

INDEMNITY: PRM, Inc. will not be liable for any damages to rental property of furnishings, nor for injuries resulting from any accident that may occur in or on the premises during the guest's occupancy. PRM, Inc. will not be held responsible for acts of theft or vandalism or other damages to the guest's personal items left in the unit.

We have made every effort to ensure that all information printed here is accurate, but cannot be held responsible for errors in printing or changes made by owners in furnishings and appliances. Prices and tax are subject to change.

Guest acknowledges that PRM, Inc. is the agent of the property owner and will be paid by the owner.

This constitutes a written rental agreement between "RENTER" and "PRM Inc". Upon violation of the terms of this agreement, PRM Inc may terminate this agreement and enter said premises. Upon notice of termination, RENTER shall vacate the premises IMMEDIATELY.

Tax rate subject to change by state or local law. Rates are subject to change without notice!

**MINUTES OF JUNE 8, 2017
PLANNING COMMISSION**

PRM PROFESSIONAL
REAL ESTATE MANAGEMENT, INC.

Agency Management Contract
Short Term Vacation Rental Program

1447 E. Pass Road
Gulfport, Mississippi 39507
228-896-6682
1-800-442-9815
Fax 228-896-3350
info@VacationInBiloxi.com
www.VacationInBiloxi.com

This agreement made **June 29, 2016**, between **Professional Real Estate Management, Inc.**, hereinafter referred to as **AGENT**, and **Kathleen Olson**, hereinafter referred to as **OWNER** for the term of 2 year beginning **July 1, 2016 and ending July 1, 2018**. This is an exclusive right to manage and is a binding contract. If the contract is not renewed, Item 8 will still be in force for any future bookings that are unable to be moved.

This agreement may be cancelled by either the OWNER or the AGENT without delay or penalty. The OWNER agrees to honor any confirmed future bookings.

Witnesseth: that in and for the consideration hereinafter mentioned, the parties hereto have agreed to as follows:

FIRST: The **Owner** does hereby constitute, appoint and employ the **Agent** as his sole Agent and representative for and in connection with the rental and management of the premises known as **229 Pine Street Long Beach Mississippi** presently owned by the **Owner**.

SECOND: The **Agent** agrees to devote its time, attention, skill and experience to the management and supervision of said premises and to act as a fiduciary to the **Owner**.

THIRD: The **Owner** agrees to pay the **Agent** 20% of monies collected, said amount to be deducted from collections. The **Owner** agrees to pay a credit card fee of 3% or travel agent fee(rare), if associated with a rental. After the close of business each month, a complete statement of all income and expense transactions will be prepared and sent with the current month's owner's check. Currently, this is sent on or about the 10th of each month. The **Agent** agrees to furnish the **Owner** a complete annual accounting of all money collected and payments made on behalf of the **Owner** at the first part of each year along with the required IRS Form 1099. The **Owner** agrees to an annual access fee of \$30 to access the website to view bookings, accounting, and to make reservations for owner's use. **Agent** collects from Guest and pays to MS State Tax Commission all required monies.

FOURTH: It is further understood and agreed that licensed sales Agents employed by the **Agent** will be authorized to show, exhibit, and staff will be authorized to take deposits and rents in connection with management of the property mentioned above.

FIFTH: It is further understood and agreed that the **Agent** has permission and authority to contract for and pay for any repairs to keep the property rentable at its sole discretion. The **Owner** agrees to reimburse the **Agent** for such repairs. If reimbursement is not made within a reasonable time the **Agent** shall have authority to deduct such repairs from rent collected.

SIXTH: The **Owner** agrees to indemnify and keep and save the **Agent** harmless in connection with any legal action commenced or threatened by or against the **Agent** as well as from any claim, demand, or action instituted against the **Agent** by reason of its operation or management of said premises.

SEVENTH: **Owner** is hereby notified that insurance on the above property should show that the property is to be occupied by tenants and that the **Owner** should have a rental policy, with liability insurance of suggested limits of at least One Million Dollars. Said insurance shall be in full force and effective during the term and any and all renewal or extension terms of the Agreement. The **Owner** shall request that Professional Real Estate Management, Inc. be named as additional insured thereunder, and the liability insurance shall contain contractual liability endorsement and shall be primary to any other coverage that may be in effect. The **Owner** shall provide the **Agent** and continuously maintain a certificate evidencing that all of said insurance coverage is in full force and effect, providing not less than thirty (30) days written notice prior to any cancellation, non-renewal, or material alteration thereof.

EIGHTH: Confirmed rental reservations are binding on the Agent and the Owner and their respective successors and assigns. The **Owner** may in the absence of confirmed rental reservations for the requested period, specify dates during which his unit(s) shall not be offered for rental. On days not reserved for the **Owner's** use, the **Owner** shall not permit any person or persons to enter the premises without prior approval of the **Agent**.

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Item 8. Owners Initials: KO

NINTH: On days reserved for the **Owner's** use, **Owner** and **Owner's** guests agree to the registration and check-out procedures specified by the **Agent** for paying guests. Requests for exceptions may be accepted by the **Agent** if they do not conflict with confirmed reservations.

TENTH: **Owner** agrees not to rent unit(s) directly without prior confirmation from the **Agent**. The **Agent** shall receive a service fee from the **Owner** equal to 20% of the normal rental revenue on rentals made directly by the **Owner**.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day, month, and year aforesaid.

Kathleen Olson
Owner

Professional Real Estate Management, Inc.
PROFESSIONAL REAL ESTATE MANAGEMENT, INC.

Owner

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Private Client Select[®]		Lexington Insurance Company 99 High Street, Boston, MA 02110-2103 (NAME OF ISSUING COMPANY)	
Insured: Amended HO3 Homeowner Declaration Page			
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.			
Policy Number: 87083970		Renewal of Policy Number: New	
Reason for change: AMEND OCCUPANCY TO RENTAL		Change Effective Date: 03/31/2017	
Name of Insured and Mailing Address: OLSEN, KATHLEEN D 229 PINE ST LONG BEACH, MS 39560-6040		Broker Name and Address: Private Client Select [®] a Division of Risk Specialists Companies Insurance Agency, Inc. 100 Connell Drive, 4th Floor Berkeley Heights, NJ 07922 617-780-0848 d/b/a RSCIA in NH, UT & VT	
Policy Term: 05/25/2016		Expiration: 05/25/2017 12:01 AM Standard Time at the Insured's residence premises.	
The residence premises covered by this policy is located at the above address, unless otherwise stated.			
Insurance is provided only with respect to those special limits of liability applicable thereto:			
Coverage Part 1 - Homeowners		Coverage Part 2 - Personal Umbrella	
- Coverage A: Dwelling	\$175,000	- Umbrella Limit	\$ 0
- Coverage B: Other Structures	\$0	- Self Insured Retention	\$ 0
- Coverage C: Contents	\$40,000	Coverage Part 3 - Excess Flood	
- Coverage D: Loss of Use	\$17,000	- Building	\$ 0
- Loss Assessment:	\$1,000	- Contents	\$ 0
- Ordinance or Law:	10%	Coverage Part 4 - Scheduled Property	
- Coverage E: Personal Liability	\$300,000	- Total Scheduled Property	\$ 0
- Coverage F: Medical Payments to Others	\$5,000		
Annual Premium:	\$3,122	Charge:	\$149.00
Homeowner Deductibles		Policy Premium:	\$149.00
All Other Perils:	\$2,500	Premium:	\$149.00
Wind Hail:	2%	Sl. Tax:	\$5.96
Earthquake:	Excluded	MWUA:	\$4.47
Special: Theft	\$2,500	Stamping Fee:	\$0.37
Special: None	\$N/A	Total:	\$159.80
Minimum Earned Premium: \$0		Sub Broker Information	
Homeowners Rating Information		Name:	Burns & Wilcox, Ltd
Territory: 06	Protection Class: 5	Addr 1:	30833 Northwestern Hwy #220
County: HARRISON-MS	EQ Zone: NA	Addr 2:	
Construction: Frame	Yr Built: 1890	City, State, Zip:	Farmington Hills, MI 48334-3001
Forms and Endorsements made part of this policy at time of issuance:			
This declaration page with policy provisions and endorsements, if any, issued to form a part, thereof, completes the above numbered homeowner's policy.			
Countersignature Date: 05/27/2016		Countersignature: <i>Barbara S. Carter</i>	
PCHO		Authorized Representative: <i>Jan 8/16</i>	

Policy Number: 87083970
Insured: OLSEN, KATHLEEN D

IN WITNESS WHEREOF, the Insurance Company identified on the Declarations has caused this policy to be signed by its President, Secretary and a duly authorized representative of the Insurance Company.



PRESIDENT



SECRETARY

Mortgage 1 STATE DEPARTMENT FEDERAL CREDIT UNION ISAOA ATIMA 1630 KING ST ALEXANDRIA, VA 22314 Loan #: 195508-03	Mortgage 2
Mortgage 3	

**MINUTES OF JUNE 8, 2017
PLANNING COMMISSION**

**This endorsement, effective 12:01 A.M., 03/31/2017
Forms a part of Policy No.: 87083970
Issued to: OLSEN, KATHLEEN D
By: Lexington Insurance Company**

ANIMAL EXCLUSION

This endorsement modifies insurance provided by the policy:

- I. We do not provide any **SECTION I – PROPERTY COVERAGES** for any loss, cost, damage, or expense arising out of, resulting from, or caused, directly or indirectly, in whole or in part, by any animal owned by or in the care, custody, or control of an "insured" or any tenant of an "insured".

- II. We do not provide any **SECTION II – LIABILITY COVERAGES** for any "bodily injury," "property damage" or any loss, cost, damage, expense, injury, claim or "suit" arising out of, resulting from, or caused, directly or indirectly, in whole or in part, by any animal owned by or in the care, custody, or control of an "insured" or any tenant of an "insured".

If any provision contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision.

All other terms and conditions of the policy remain the same.

**HOMEOWNERS
LEX 17 33 11 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DWELLING RENTED TO OTHERS

FOR USE WITH FORM HO 00 03 AND HO 00 06

Coverage provided by this policy is extended to apply while the "residence premises" is regularly rented or held for rental to others.

SECTION I – PROPERTY COVERAGES

C. Coverage C – Personal Property (or Paragraph B. in HO 00 06)

4. Property Not Covered

Paragraph g. is deleted and replaced by the following:

- g. Property in an apartment, other than the "residence premises", regularly rented or held for rental to others by an "insured".

SECTION I – PERILS INSURED AGAINST

B. Coverage C – Personal Property (or delete the reference to Paragraph B. in the HO 00 06)

Under Peril 9, Theft, Paragraph b.(3) is deleted.

SECTION I – EXCLUSIONS

The following exclusion is added to Paragraph A. (or delete the reference to Paragraph A. in the HO 00 06):

Theft, from the "residence premises" of:

- a. Money, bank notes, bullion, gold, goldware, gold-plated ware, silver, silverware, silver-plated ware, pewterware, platinum, platinumware, platinum-plated ware, coins, medals, scrip, stored value cards and smart cards;
- b. Securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps regardless of the medium (such as paper or computer software) on which the material exists; or

- c. Jewelry, watches, furs, precious and semiprecious stones.

SECTION II – EXCLUSIONS

Exclusion E.2. "Business" is deleted and replaced by the following:

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

- b. This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This Exclusion E.2. does not apply to the rental or holding for rental of the "residence premises".

All other terms and conditions of the policy remain the same.

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

ENDORSEMENT LEX 01 03 02 14

This endorsement, effective 12:01 A.M., 03/31/2017
Forms a part of Policy No.: 87083970
Issued to: OLSEN, KATHLEEN D
By: Lexington Insurance Company

RESIDENCE PREMISES ONLY COVERAGE FOR COVERAGE E AND F FOR USE WITH FORMS HO 00 03, HO 00 04, AND HO 00 06

This endorsement modifies insurance provided by the policy:

SECTION II – LIABILITY COVERAGES

Paragraph A., Coverage E – Personal Liability of SECTION II – LIABILITY COVERAGES is deleted and replaced with the following:

A. Coverage E – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" at the "residence premises" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

SECTION II – LIABILITY COVERAGES

Paragraph B., Coverage F. – Medical Payments to Others of SECTION II – LIABILITY COVERAGES is deleted and replaced with the following:

B. Coverage F. – Medical Payments to Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident on the "residence premises" causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only to a person on the "residence premises" with the permission of an "insured".

All other terms and conditions of the policy remain the same.

Property Details - Arbor Way
229 Pine St.
Long Beach

Page 1 of 1

To book your reservation, please select **Availability** **Arrival Date** or **CLICK HERE** for 12 month calendar...

April 2017												May 2017											
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
	1	2	3	4			1	2	3	4	5	6	7	8	9	10	11	12	13				
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25			
19	20	21	22	23	24	25	26	27	28	29	30	31											

Key: Available Unavailable (Available for check-in only) Minimum Stay

Check-in	Check-out	Rate	Minimum Stay
07-08-16	07-09-16	\$1,100.00	2
07-09-16	07-10-16	\$1,100.00	2
07-10-16	07-11-16	\$1,100.00	2
07-11-16	07-12-16	\$1,100.00	2
07-12-16	07-13-16	\$1,100.00	2
07-13-16	07-14-16	\$1,100.00	2
07-14-16	07-15-16	\$1,100.00	2
07-15-16	07-16-16	\$1,100.00	2
07-16-16	07-17-16	\$1,100.00	2
07-17-16	07-18-16	\$1,100.00	2
07-18-16	07-19-16	\$1,100.00	2
07-19-16	07-20-16	\$1,100.00	2
07-20-16	07-21-16	\$1,100.00	2
07-21-16	07-22-16	\$1,100.00	2
07-22-16	07-23-16	\$1,100.00	2
07-23-16	07-24-16	\$1,100.00	2
07-24-16	07-25-16	\$1,100.00	2
07-25-16	07-26-16	\$1,100.00	2
07-26-16	07-27-16	\$1,100.00	2
07-27-16	07-28-16	\$1,100.00	2
07-28-16	07-29-16	\$1,100.00	2
07-29-16	07-30-16	\$1,100.00	2
07-30-16	07-31-16	\$1,100.00	2

Season	Weekdays	Weekend	Minimum Stay	Rate
10-10-16	\$1,100.00	\$1,070.00	2	\$1,090.00
01-01-17	\$1,100.00	\$1,140.00	2	\$1,170.00
04-20-17	\$1,100.00	\$1,110.00	2	\$1,150.00
06-13-17	\$1,100.00	\$1,110.00	2	\$1,150.00
08-01-17	\$1,100.00	\$1,100.00	2	\$1,100.00
09-12-17	\$1,100.00	\$1,100.00	2	\$1,100.00
10-29-17	\$1,100.00	\$1,100.00	2	\$1,100.00

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Lexington Insurance Company
Homeowners / Dwelling Program Application

APPLICANT INFORMATION

Name	Occupation	Employer	Date of Birth
Catherine Olson Kathleen D. Olson		U.S. Government	6/28/1966
Insured Location (if different than mailing address)	City/State/Zip		
Mailing Address (if different than insured location) 229 PINE ST	City/State/Zip LONG BEACH, MS 39560-6040		County HARRISON County HARRISON
Inspection Contact Olson, Catherine	Phone Number 228-872-3881		
Producer Name Gurman Insurance	Expiration Date	Expiring Premium \$0	Effective Date (of this policy) 05/23/2016
If prior carrier has cancelled or non-renewed, please explain why? (Missouri Applicants need not apply)			
If the insured has not carried insurance within the last 12 months please explain why?			
Within the last 5 years has the applicant had (check all that apply) <input type="checkbox"/> Foreclosure <input type="checkbox"/> Bankruptcy <input type="checkbox"/> Rejoinsman <input type="checkbox"/> Lien			
Mortgage (Name/Mailing Address including Zip Code)	Loan #		
State Department Federal Credit Union 630 King St Alexandria VA 22304	ISAAA ATIMA		
Additional Insured (Name/Address/City/State/Zip)	Describe Interest		
Grantor, Beneficiary or Trustee (For Named Insureds that are Trusts, Estates, etc.)	Date of Birth		

COVERAGES/LIMITS OF LIABILITY/DEDUCTIBLES

Policy Form	Dwelling/ (A&A HO-6)	Other Structures	Personal Property	Loss of Use	Liability	Medical Payments
<input checked="" type="checkbox"/> HO-3 <input type="checkbox"/> HO-4 <input type="checkbox"/> HO-6 <input type="checkbox"/> DP-3 <input type="checkbox"/> HO-8 or <input type="checkbox"/> DP-3	\$175,000 Loss Assessment 1,000	\$0 Ordinance or Law (10% included) <input type="checkbox"/> 15% <input type="checkbox"/> 25%	\$40,000 AOP Deductible \$2,500	\$17,000 Wind/Hail Deductible Named Storm Deductible 2% (100% if wind peril is excluded)	<input checked="" type="checkbox"/> V/N <input type="checkbox"/> Y/N \$0	\$5,000 Other Deductible (e.g. Water Damage, Theft) \$0 \$0

HATING AND UPDATES INFORMATION

Protection Class # 5
(If PC 9/10, requires supplemental app)

Distance to Fire Hydrant: _____ feet
Distance to Fire Station: _____ miles

Fire Department: Paid Volunteer

Occupancy
Primary Secondary Rental Secondary Rental Builders Risk (requires supplemental app) Vacant Unoccupied

If dwelling is rented, what is the maximum # of days rented per tenant? # of days

Construction
 Frame/Stucco Masonry Masonry Veneer Superior EIFS Log (requires supplemental app)

Year Built: 1890
Square Footage: 1875
of Families: 1
of Stories: 1
If HO4/6, How many floors in the building? On which floor is the unit?

Protective Alarms/Devices
 Central Fire Central Burglar Smoke Detectors Interior Sprinklers Deadbolt

Windstorm Mitigation
 Hip Roof Roof Straps Protective Glass Metal Electronic Shutters Metal Manual Shutters Plywood Shutters

Roof Type: Atlas Chalet Shingles (Georgia Only)
Hip Roof Age of Roof (Year Updated):
Roof Update: Partial Full

Comp Shale Tile Slate Other: X

Does the dwelling include any live knob and tube wiring? Yes No
Does the dwelling include any fuses? Yes No
Does the dwelling include any lead piping as part of the plumbing system? Yes No

Is business conducted or intended to be conducted on premises? Yes No
If yes, explain:

Is the dwelling undergoing any renovation or construction? Yes No
(If yes, requires supplemental Builder's Risk app)

Do you or any tenant that occupies the premises own any animals? Yes No
Type(s): _____ Breed(s): _____ Bre History: _____

Is the dwelling on the National Historic Register? Yes No

Has flood insurance been purchased to the full value of the dwelling indicated in the Coverages/Limits of Liability section above? Yes No

During the last five years, has any applicant/insured person with financial interest in the property to be insured or insured been indicted for or convicted of any degree of California Only: Yes No
California Only: Yes No
Is there 100 feet of brush clearance around all structures? Yes No
California Only: Yes No
If Wood Shake roof, is there 1000 feet of brush clearance? Yes No
Is there Fire Retardant Treatment? Yes No

OPTIONAL COVERAGES/ENDORSEMENTS

Personal Property Replacement Cost	Yes X	No	Extended Liability		
Special Personal Property All Risk Coverage C	Yes	No X	# of proportion occupancy		
Special Computer Coverage	Yes	No X	Address	Yes	No X
Extended Replacement Cost Dwelling			Watercraft Liability		
<input type="checkbox"/> 125% <input type="checkbox"/> 150%	Yes	No X	Engine Type: <input type="checkbox"/> Inboard <input type="checkbox"/> Outboard		
Upgrade to Green Residential Endorsement	Yes	No X	Length: _____ feet		
Leakable Eco-Houseowner	Yes	No X	Increased Limits on Business Property	Yes	No X
Personal Injury	Yes	No X	If yes, <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$25,000		
Water Back Up and Sump Pump Overflow	Yes	No X	Golf Cart Coverage	Yes	No X
<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$10,000 <input type="checkbox"/> \$25,000	Yes X	No	# of carts value year		
Increased Special Limits (all)	Yes	No X	Make model serial #	Yes	No X
Increased Special Limits (Jewelry/Watches/Etc.)	Yes	No X	Include Liability for Golf Carts	Yes	No X
Identity Theft	Yes	No X	H04 All Risk Coverage A	Yes	No X
Directors & Officers Coverage	Yes	No X	Pet Critical Injury Coverage	Yes	No X
Limited Fungus (Mold), Wet or Dry Rot Coverage			# Dogs <input type="checkbox"/> # Cats <input type="checkbox"/>		
Section I: \$ 5K \$10K \$25K \$50K	Yes	No X	Earthquake Coverage (States other than CA, OR, WA)	Yes	No X
Section II: \$ 5K \$10K \$25K \$50K					
Sinkhole Coverage (Florida Only)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Earthquake Coverage (CA, OR, WA Only)		
If yes to Sinkhole Coverage (Florida Only):			Limited <input type="checkbox"/> Deluxe <input type="checkbox"/>	Yes	No
1) Have you observed: (i) the signs of settling, cracking, bulging, sagging, heaving, heaving, shrinkage or expansion of any part of the dwelling or other structure or (ii) any depression in the ground surface on the premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If yes to Earthquake Coverage in CA, OR, WA:		
2) Have you been told, has it been disclosed to you or are you otherwise aware of: (i) a sinkhole that might affect the dwelling or other structures or (ii) any other partial or complete sinking or collapse of the dwelling or other structures? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			1) If located on a hillside, is the slope 25 degrees or less? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3) At any time, has this property had any prior sinkhole claims? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2) If built between 1920 and 1950, is there full seismic retrofitting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			3) Is the dwelling built on tall walls or piers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			4) Is the foundation concrete/steel and reinforced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			5) Are the water heater and fireplace chimney securely bolted to the dwelling slabs or foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Other Endorsements/Optional Coverages/Endorsements are included in the attached policy. The premium shown covers the following:

LeakShare Home Rental Coverage Opt out
Included on all HO3 & HO6 if occupancy is Secondary, Secondary Rental or Rental

Cyber Safety Coverage Add to Primary occupancy Opt out

Mandatory Evacuation Coverage Opt out
Included on HO3, HO4 & HO6 if Coverage D applies in the following states only: AL, CA, CT, CO, DE, FL, GA, LA, MA, MD, NC, NJ, NY, SC, TX, ME, NH, RI, MD, VA

Significant Other Coverage Opt out

MINUTES OF JUNE 8, 2017
 PLANNING COMMISSION

Included on all HO3 & HO6 Add to HO6 ADDITIONAL COMMENTS 	
--	--

NOTICE TO APPLICANTS: PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR BROKERS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

PRODUCER'S SIGNATURE: *[Signature]* DATE: _____

Applicant's Statement: The undersigned applicant declares that if the information supplied on this application changes between the date of this application and the time when the insurance policy is issued, the applicant will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorizations or agreement to bind this insurance.

The undersigned applicant further declares that I have read and understand the entire application including the applicable fraud warning, if any, and that the statements set forth in this application are true and complete.

APPLICANT'S SIGNATURE: *Kathleen D. Olsen* DATE: _____

ACKNOWLEDGEMENT LETTER

Prospective Insured(s): Catheline Olsen
 Address: 229 PINE ST, LONG BEACH MS 39560-6040

We have provided you with a quotation for a homeowners policy for the above referenced address **with a Modified Functional Replacement Cost Loss Settlement Endorsement** (ISO HO 05 31 10 00)(hereinafter, the "Endorsement").

By signing below, you acknowledge all of the following:

- (1) Physical loss or damage to your dwelling or other structures will be settled on a "functional replacement cost" basis subject to the applicable limit of liability shown in the Declarations, all other applicable terms and conditions of the policy, and all provisions of the Endorsement, including, but not limited to, the coinsurance provision therein; and
- (2) As described in the Endorsement, "function replacement cost" means the amount which it would cost to repair or replace the damaged building with less costly common construction materials and methods which are functionally equivalent to obsolete, antique or custom construction materials and methods used in the original construction of the building; and
- (3) You have read and understand the Endorsement which is attached to this letter; and
- (4) You understand that the Endorsement will be attached to and made part of your homeowners policy.

I have read this entire acknowledgement letter, understand the statements contained herein, and agree to its terms.

Kathleen D. Olsen
 Catheline Olsen

Date _____

Date _____

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION



Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File #160338

Indexing Instructions:
Lot 6, Blk 4, Quarles Addition,
Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

CAROL R. VAUGHN Formerly Known as CAROL R. MAZARA
and husband, PAUL E. VAUGHN
130 LEE STREET
BILOXI, MS 39530
(228) 669-3515

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

KATHLEEN DIANE OLSON, an unmarried woman
2030 ADDIS ABABA PLACE
DULLES, VA 20189
(360) 352-8138

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

Lot Six (6), Block Four (4), QUARLES ADDITION, 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 1 at Page 6 thereof, reference to which is hereby made in aid of and as a part of this description.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the

2

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

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

WITNESS THE SIGNATURES of the Grantors on this the 1st day of April, 2016.


CAROL R. VAUGHN
Formerly Known as CAROL R. MAZARA


PAUL E. VAUGHN

STATE OF MISSISSIPPI
COUNTY OF HARRISON


THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, CAROL R. VAUGHN Formerly Known as CAROL R. MAZARA and PAUL E. VAUGHN, 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 1st day of April, 2016.

(SEAL)

My Commission Expires:




NOTARY PUBLIC

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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The clerk reported that nineteen (19) notices of public hearing were sent by regular mail, to property owners within two hundred feet (200') 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; Said notice was ordered as part of these proceedings:

City of Long Beach



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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-term Rental**.

Kathleen Olson, 3047 70th Way SW, Tumwater, WA 98512 has filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 229 Pine Street, Long Beach, Mississippi 39560, tax parcel number 0612C-04-014.001. The legal description is as follows:

Lot Six (6), Block Four (4), QUARLES ADDITION, 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 1 at Page 6 thereof, reference to which is hereby made in aid of and as a part of this description.

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, June 8, 2017, 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 Commission

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

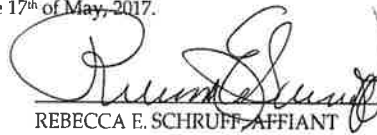
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, VERONICA HOWARD, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission, who being by me first duly sworn, 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 Hearing for the purpose of notifying property owners within Two Hundred Feet (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning Commission in and for the City of Long Beach;

3. That on May 17, 2017, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 19 property owners within 200' of 229 Pine Street - Tax Parcel No. 0612C-04-014.001 notifying them that a public meeting will be held, June 8, 2017, to consider an application for Short-term Rental filed by Kathleen Olson.

Given under my hand this the 17th of May, 2017.


REBECCA E. SCHRUFF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of May 2017.

-My Commission Expires-


NOTARY PUBLIC



MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

easy peel Labels
Use Avery® TEMPLATE 5160®



Feed Paper



see instruction sheet
for Easy Peel Feature



MARK BAIN
120 ST CHARLES AVE
LONG BEACH MS 39560

LINDA BLAKENEY
222 OAK ST
LONG BEACH MS 39560

LORRAINE BOWES
224 PINE ST
LONG BEACH MS 39560

BRIDGETTE DAVENPORT
303 ST CHARLES AVE
LONG BEACH MS 39560

MICHAEL GILLIGAN
308 OAK ST
LONG BEACH MS 39560

IANTHA HINES L/E
222 PINE ST
LONG BEACH MS 39560

VICTORIA MOSENG
228 PINE ST
LONG BEACH MS 39560

KARL MULLING
C/O KURT MULLING
54 LAZENBY RD
PETAL MS 39465

VERONICA NIOLET
302 OAK ST
LONG BEACH MS 39560

ROBERT PATENOTTE
219 PINE ST
LONG BEACH MS 39560

NAOMI PETTIS
206 ST CHARLES AVE
LONG BEACH MS 39560

JANICE SAVNER
224 GREENWOOD AVE
LONG BEACH MS 39560

RICHARD & BRENDA SEVANT
218 OAK ST
LONG BEACH MS 39560

GREGORY MICHAEL SHULTZ
226 PINE ST
LONG BEACH MS 39560

MABLE SKELLIE
103 GIRARD AVE
LONG BEACH MS 39560

ROBERT & SHIRLEY STEVENS
20207 LENNIS CUEVAS RD
SAUCIER MS 39574

HORACE TAYLOR
101 ST CHARLES AVE
LONG BEACH MS 39560

CAROL VAUGHN
229 PINE ST
LONG BEACH MS 39560

THOMAS & CHRYSYAL WESCOVICH
221 PINE ST
LONG BEACH MS 39560

KATHLEEN OLSON
3047 70TH WAY SW
TUMWATER WA 98512

PROFESSIONAL REALESTATE MGT
ATTN: NANCY SCIPIONE
1447 E PASS RD
GULFPORT MS 39507

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 133 No., 231 dated 22 day of May, 2017
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett

Clerk

Sworn to and subscribed before me this 22 day of May, A.D., 2017

Meri A. Jackson

Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32



LEGAL NOTICE
PUBLIC HEARING
In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 595 of the City of Long Beach, Mississippi (2013) all interested parties are hereby given notice that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a Short-Term Rental.
Kathleen Olson, 8047 70th Way SW, Tumwater, WA 98512 has filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short Term Rentals-Residential (Ordinance 620). The location of the requested short-term rental is 250 Pine Street, Long Beach, Mississippi 39602, tax parcel number 06120-04-014.001. The legal description is as follows: Lot 62, 1st Block Four (4), CHARLES ADDITION, 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 1 of Page 9 thereof, reference to which is hereby made in aid of and as a part of this description.
A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39602, Thursday, June 8, 2017, at 6:00 p.m. in the Long Beach City Hall Meeting Room located at 201 4th Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the project.
By signed
Chairman
Planning Commission
ADV22.1MON

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

Commission Chairman recognized, Mrs. Nancy Scipione, representing the applicant. Mrs. Schipione, stated they were in receipt of ordinance 622, have read it and would adhere to it.

* *

Commission Chairman asked for anyone speaking in favor of the request, no one came forward to be heard.

* *

Commission Chairman called for anyone speaking in opposition of the request, no one came forward to be heard.

* *

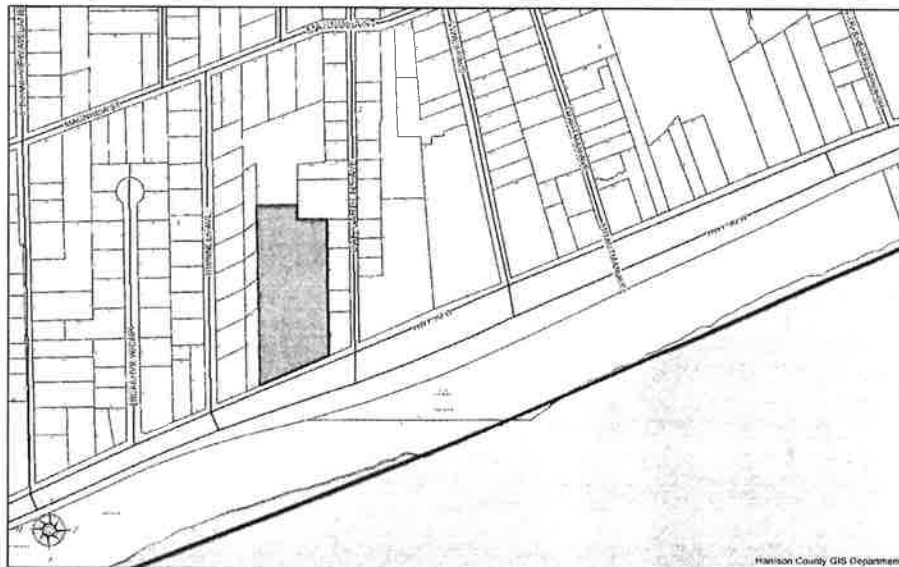
Commissioner Hansen made motion seconded by Commissioner Carrubba and unanimously carried to close the public hearing.

* *

After considerable discussion Commissioner Carrubba made motion seconded by Commissioner Hansen and unanimously carried to approve the short-term rental in accordance with ordinance 622.

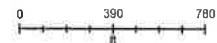
The 4th public hearing was called to order to consider a short-term rental for property located at 548 West Beach Boulevard, Unit 110, tax parcel 0612E-03-037.010, submitted by Robert and Christine Merten as follows:

Subject Property: 548 West Beach Blvd, Unit 110 - Tax Parcel 0612E-03-037.010



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: May 16, 2017



MINUTES OF JUNE 8, 2017
PLANNING 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: <u>548 WEST BEACH Blvd. # 110</u>		Tax Parcel # <u>Q012E-03-087.010</u>	
<small>(Location of Short-Term Rental)</small>			
OWNER'S INFORMATION:			
Property Owner's Name: <u>ROBERT + CHRISTINE MERTEN</u>			
Property Owner's Address: <u>3223 55th Ct. #62, KENOSHA, WI. 53144</u>			
Property Owner's Mailing Address, if different from above:			
City State, Zip			
Property Owner's Phone No: <u>262-909-4525</u>		Email Address: <u>cmerten121@yahoo.com</u>	
Is there a homeowner's association for the neighborhood? <u>yes</u> If so, please provide written statement of support of short term rental?			
PROPERTY MANAGER INFORMATION:			
Property Manager's Name: <u>Gulf Coast Resort Rentals - Anita Preston</u>			
Property Manger's Address: (Must be a local contact)			
<u>2228 Beach Drive.</u>		<u>Gulfport MS 39507</u>	
City State, Zip			
Property Manager's Phone No: <u>228-224-2458</u>		Email Address: <u>Info@gcrres.com</u>	
PLEASE PROVIDE THE FOLLOWING:			
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>7a-1534775</u> • Recorded Warranty Deed • Parking Rules & Plan • Trash Management Plan • Copy of Proposed Rental Agreement • Proof of Liability Insurance, which included short term rental coverage 			
ADDITIONAL INFORMATION:			
<ul style="list-style-type: none"> • OWNERSHIP: Please provide a recorded warranty deed • FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, 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 (\$20/yearly fee). • INCOMPLETE APPLICATIONS will not be processed. 			
AFFIDAVIT			
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.			
<u>Anita Louise Preston</u>		<u>Anita Preston</u>	
PRINT NAME	SIGNATURE	<u>Vice President of operations</u>	DATE
			<u>3/23/2017</u>
BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
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.			

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

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SAFECO INSURANCE COMPANY OF AMERICA
Home Office: 82 Maple Ave, Keene, NH 03431 (A stock insurance company)
QUALITY-PLUS CONDOMINIUM POLICY DECLARATIONS

INSURED:
ROBERT MERTEN
CHRISTINE MERTEN
3223 55TH CT UNIT 62
KENOSHA WI 53144-4627

POLICY NUMBER: OF1973209
POLICY PERIOD FROM: MAR. 27 2017
AT: 12:01 A.M.
TO: MAR. 27 2018

RESIDENCE PREMISES:
548 W BEACH BLVD APT 110
LONG BEACH MS 39560-5904

AGENT:
HUB INTERNATIONAL GULF SOUTH
12260 INTRAPLEX PARKWAY
GULFPORT MS 39503-4642
TELEPHONE: 1-228-897-6700

IMPORTANT NOTICES

- Your policy has renewed effective March 27, 2017.
- The perils of wind and hail are excluded from this policy.
- 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.

COVERAGES	LIMIT	PREMIUM
SECTION I - PROPERTY COVERAGES		
C - Personal Property	\$ 29,700	\$ 217.00
D - Loss of Use	12 MONTHS	
SECTION II - LIABILITY COVERAGES		
E - Personal Liability (each occurrence)	300,000	14.00
F - Medical Payments (each person)	1,000	
INCLUDED COVERAGES		
Optimum Package Endorsement		Included
Full Value on Personal Property		Included
Loss Assessment	10,000	Included
Special Personal Property		Included
Building Ordinance or Law Coverage	42,970	Included
Option V - Volunteer America		Included
Option BD - Home Freezer Contents		Included

*pd 8-17
3-
ck# 5164*

CREDITS	PERCENTAGE	SAVINGS
Wind or Mail Exclusion	10%	Included

DEDUCTIBLE(S)	PERCENTAGE	AMOUNT
Section I	N/A	\$ 1,000

TOTAL ANNUAL PREMIUM	\$ 231.00
-----------------------------	------------------

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
 \$2.00 per installment for recurring automatic deduction (EFT)
 \$5.00 per installment for recurring credit card or debit card
 \$5.00 per installment for all other payment methods

680
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MINUTES OF JUNE 8, 2017
 PLANNING COMMISSION

BEACH CHAIR CONDOMINIUMS
 548 W. BEACH BLVD.
 LONG BEACH, MS. 39560

PARKING

2 UNDESIGNATED PARKING SPACES PER
 CONDO

GARBAGE

ENCLOSED DUMPSTER ON NORTHWEST
 SIDE OF PROPERTY BEHIND CLUBHOUSE

Mar 30 2017 10:12AM Gulf Coast Resort Rentals 12288960805

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<Business_Name> <Business_Mail_Address1> <Business_Mail_CityStateZip> <Business_URL>		Confirmation # <Reservation_ConfirmationNumber> <CurrentDate>
---	---	---

<Customer_First> <Customer_Last>
 <Customer_Address1>
 <Customer_CityStateZip>
 <Customer_HomePhone>
 <Customer_Email>

Thank you for choosing to stay with us. Please read this confirmation over carefully and contact us if you have any questions.

BRING THIS CONFIRMATION WITH YOU TO YOUR CONDO

<Reservation_BookingDetail>
 <Reservation_ChargesPayments>
 <Reservation_DepositSchedule>

BEAU CONDOMINIUMS - 548 West Beach Drive, Long Beach, Mississippi, 39560

DO NOT CHECK-IN WITH ANY ON-SITE MANAGEMENT COMPANIES

GO DIRECTLY TO YOUR CONDO

CHECK-IN TIME IS 3:00 P.M., OR LATER

CHECK-IN: PLEASE go directly to your condo unit, listed above. The key to your condo is in a Lockbox located on the door jamb of your condo. Your Lockbox Code is 2-8-1-0.

The lockbox lid has buttons numbered 1 thru 0. Punch in Your Lockbox Code (listed above), pressing each number until you hear a 'click'. Pull down on the black lever on the lid just above the numbers, and the entire lid of the box will come off. The key to your condo will be inside the box. If you make a mistake, you can clear your entry by pulling down on the middle button. Simply reverse the procedure to replace the lid on the Lockbox. If you have any problems, please call us at one of the numbers listed below.

CHECK-OUT: Dispose of all trash in the designated dumpster, located at the northwest corner of the parking lot. Place all dirty dishes in the dishwasher and start it; Do not leave dirty dishes in the sink. Lock the door when you leave and return the key to the Lockbox.

CHECK-OUT TIME IS 10:00 A.M.

Late Check-Outs require prior approval. Failure to check-out at the designated time may result in an additional day's rent being charged.

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

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CANCELLATION POLICY

Cancelling your reservation will not guarantee you a refund. The property will need to be re-rented under the same terms as your agreement. Any balances you owe are still due until that happens. After all, the property owner took the condo/villa out of the rental pool for you and may not be able to rent it out again. If you have purchased travel insurance and the reason for cancelling is covered, then the insurance company will refund your payments. It is most important that you are happy with the property you reserve and the dates before confirming to a reservation.

HURRICANE SEASON

Hurricane Season runs from June through November, and is a very real concern for the Gulf Coast. Most of the time the weather is beautiful, but there is always a chance of a major storm affecting our area. Be aware that we do not provide refunds for inclement weather, or for mandatory evacuations.

CONDITIONS:

Unit Assignments are not guaranteed. If we need to re-assign you to a different unit, we will do everything that we can to make sure that it is of equal quality and condition.

All of our condominiums have been inventoried and photographed. Every condo is inspected after each guest departs. If there is evidence of excessive wear & tear, damage, breakage, or any items missing or removed from the condo, you will be charged for extra cleaning, carpet shampoo, or item replacement. If you notice any damaged or broken items, carpet staining, etc. upon your arrival, please contact Anita Preston, Vice President of Operations, 228-224-2458.

Pets are not allowed

Smoking is not allowed inside your condo. If you smoke on the balcony, close the balcony doors

If you have any problems with Check-in, or if there are any problems or issues with your condo, please contact us at any of the numbers listed below.

Thank you for booking with **GULF COAST RESORT RENTALS**. We really appreciate your business and will do everything that we can to make your stay most enjoyable.

Have a safe trip and we look forward to your arrival.

Mar 30 2017 10:12AM Gulf Coast Resort Rentals 12288960805

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GULF COAST RESORT RENTALS

HOW TO CONTACT US:

General Information: 800-681-4057 www.gulfcoastresortrentals.com

George Horning
Owner / Broker
228-760-0554
George@gcrs.com

Shannon Kendrick
Director of Sales & Marketing
228-224-1284
Shannon@gcrs.com

Anita Preston
Vice President of Operations
228-224-2458
Anita@gcrs.com

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MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

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Accommodations + (<http://www.gulfcoastresortrentals.com/site/20157/Accommodations.aspx>)
800-681-4057 or 866-851-1701

Attractions + (<http://www.gulfcoastresortrentals.com/site/20162/attractions.aspx>)

Policies (<http://www.gulfcoastresortrentals.com/site/24518/default.aspx>)

Gulf Coast Resort Rentals has procedures and policies in place to ensure both you and the owners are provided the best possible service.

Owner Testimonials (<http://www.gulfcoastresortrentals.com/site/20165/testimonials.aspx>)

Our Privacy Policy
Contact Us (<http://www.gulfcoastresortrentals.com/site/ContactUs/20165/default.aspx>)
Gulf Coast Resort Rentals respects the privacy of every individual who uses our website. We only process and use the data obtained through this site for the specific purposes that you have authorized for your transaction, based on the rental agreement for your reservation. We do not sell customer information to third parties.

Is my unit guaranteed?

We reserve the right to reassign comparable accommodations without liability should the unit reserved be out of order or not available at the time for any reason. When comparable accommodations are not available, the renter will be able to choose between other properties at it's published rate or receive a full refund.

What time is check-in and check-out?

NO EARLY CHECK-INS without email or text approval from management.
Check-in starts at 3pm however, it is not guaranteed until 5pm. During Peak Seasons unavoidable delays may occur. Your Patience will be appreciated.
Check-out is at 10am. All late departures need email or text approval from management.

What is the Cancellation policy?

If you cancel before 60 days of your arrival date you will get what you put in minus a \$50.00 cancellation fee. If you cancel within 60 days of your arrival we do not guarantee you a refund. The property will need to be re-rented under the same terms as your agreement. Any balances you owe are still due until that happens. After all, the property owner took the condo/villa out of the rental pool for you and may not be able to rent it out again. If you have purchased travel insurance and the reason for cancelling is covered, then the insurance company will refund your payments. It is most important that you are happy with the property you reserve and the dates before confirming to a reservation.

Mar 30 2017 10:12AM Gulf Coast Resort Rentals 12288960805

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What is a Booking fee?

This is a combination of the Resort Fee and Damage Waiver. A Resort Fee is to use the amenities at the property you are at. The Damage Waiver covers up to \$1500.00 in damages. The booking fees ranges in price depending on the size of the unit you are in.

What about Hurricane Season?

Hurricane Season runs from June through November, and is a very real concern for the Gulf Coast. Most of the time the weather is beautiful, but there is always a chance of a major storm affecting our area. In the event of a Category 3 or more we will provide refunds.

Things beyond our control...

We will work very hard to make sure you have an enjoyable stay. However there are things that are out of our control. Examples of things out of our control include: breakdown of air conditioners, TV's, DVD, electronics, internet access, appliances, construction near by and bad weather. Please understand that we will do everything possible to have these issued repaired or replaced ASAP or we will reassign you to another condo or villa of equal or greater quality and condition.

During your stay it may be necessary for repairs, extermination, or other service providers to enter the property. We will attempt to notify you ahead of time. Entry is required for the property upkeep for you, the owners, and the future tenants. They cannot be denied or rescheduled. Rental properties will sometimes be listed for sale through the year. We are not always notified when they do go up for sale. Be aware it may be necessary for agents to arrange a showing of the property during your stay. We appreciate your cooperation and will do everything to make it convenient for you.

Things that are provided...

The properties are individually owned and furnished to the owners liking. Linens, towels, dishes, glasses/cups and silverware along with pots and pans and the everyday cooking utensils are provided. Basic appliances like coffee makers, blenders, microwaves and toasters are provided as well. A start of toiletries, dish soap, detergent and paper towels are there also. Should you require anything else during your stay, that will be at your expense.

(/)

Owner's Web (<https://gulfcoastresortrentals.escapia.com/ownerweb/account/login>)

b (<https://www.facebook.com/>) c (<https://plus.google.com/>)

Gulf Coast Resort Rentals 2229 Beach Drive Gulfport, MS 39507 +1 (800) 681-4057 info@gulfcoastresortrentals.com
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MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

BEAU CLAIR HOMEOWNERS ASSOCIATION

April 25, 2017

VIA HAND DELIVERY
AND US MAIL

548 W Beach Boulevard
Long Beach, MS
39560

City of Long Beach, Mississippi
Post Office Box 929
Long Beach, MS 39560

Re: Short Term Rentals

Dear Sirs,

Please be advised that the Beau Clair Homeowners Association allows rentals less than 30 days.

Sincerely,

Renita Woods

Vice President, BCHA

Please note the instrument is 50 lines

This instrument prepared by
DAVE SHAWDE
ATTORNEY AT LAW
116 East Third Street
Long Beach, Mississippi 39560
Telephone (601) 863-8875

BOOK 1447 PAGE 408

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, we, the undersigned GRANVILLE PEARSON and wife, MARIE S. PEARSON, do hereby sell convey and warrant unto ROBERT S. MERTEN and CIBUS TINE M. MERTEN, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property situated and being in the First Judicial District of Harrison County, Mississippi, to-wit:

Unit No. 110 in the plan of condominium subdivision known as BEAU CLAIR CONDOMINIUM as the same is recorded in Plat Book 34, at page 27, and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 11, 1984 and of record in Plat Book 994, at pages 253-276 in the Land Records of the Chancery Clerk of the First Judicial District of Harrison County, at Gulfport, Mississippi, together with an undivided 1/49th interest in and to the common areas of Beau Clair Condominium appurtenant to the unit as such are defined in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions, and Restrictions and Exhibits thereto

AD VALOREM TAXES for the year 1989 have been paid and are assumed by the grantees

THIS CONVEYANCE is subject to any and all restrictive covenants and conditions, easements, rights of way, and prior reservations of oil, gas and other minerals of record pertaining to the above described property

WITNESS our signatures this the 2nd day of March, 1999


GRANVILLE PEARSON


MARIE S. PEARSON

**MINUTES OF JUNE 8, 2017
PLANNING COMMISSION**

The clerk reported that seventy-seven (77) notices of public hearing were sent by regular mail, to property owners within two hundred feet (200') 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; Said notice was ordered as part of these proceedings:

City of Long Beach



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 Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-term Rental**.

Robert and Christine Merten, 3223 55th Court, #62, Kenosha, WI 53144 has filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 548 West Beach Boulevard, Unit 110, Long Beach, Mississippi 39560, tax parcel number 0612E-03-037.010. The legal description is as follows:

Unit No. 110, in the plan of condominium subdivision known as BEAU CLAIR CONDOMINIUM as the same is recorded in Plat Book 34 at Page 27, and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions, Restrictions and Exhibits thereto, dated October 11, 1984, and recorded in Deed Book 994, Page 253-278, in the Land Records of the Chancery Clerk of the First Judicial District of Harrison County, at Gulfport, Mississippi, together with an undivided 1/49th interest in and to the common areas of Beau Clair Condominium appurtenant to the unit as such are define in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions, Restrictions and Exhibits thereto.

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, June 8, 2017, 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 Commission

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, VERONICA HOWARD, 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 Hearing for the purpose of notifying property owners within Two Hundred Feet (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning Commission in and for the City of Long Beach;

3. That on May 17, 2017, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 77 property owners within 200' of 548 West Beach Boulevard, Unit 110 - Tax Parcel No. 0612E-03-037.000 notifying them that a public meeting will be held, June 8, 2017, to consider an application for Short-term Rental filed by Robert and Christine Merten.

Given under my hand this the 17th of May, 2017.


REBECCA E. SCHRUPF, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of May 2017.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS,POST NOTICE

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

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17991-A OLD PERKINS RD E
BATON ROUGE LA 70809

WILLIAM AREY
6956 WEATHERFIELD RD
COLUMBUS GA 31904

CHARLES ASHWORTH & TAMMY REASONS
740 CHANNING WAY
CAMBDEN TN 38320

RANDY ASHWORTH & TAMMY REASONS
548 BEACH BLVD W
LONG BEACH MS 39560

TODD AYRES
7911 STACEY RD
CHARLESTOWN IN

MICHAEL & JEANNE BARE
240 COUNTY RD #1978
MENTONE AL 35984

CHRISTINE BEATTIE
180 NICKEL LOOP
SLIDELL LA 70458

BEAU CLAIRE COMMUNITY ASSOC
548 BEACH BLVD W
LONG BEACH MS 39560

BEAU CLAIR PROPERTY LLC
C/O MO ELALIGHE
11200 EVA DR
GULFPORT MS 39503

DANIEL BERTHELOT
7439 RU HENNIE
BATON ROUGE LA 70806

CHRISTINE BLANTON
6100 SHETLAND DR
NEW ORLEANS LA 70131

NEAL & CAROLYN BRAUD
10024 CLOUDLAND DR
BATON ROUGE LA 70818

RALPH BRUNO
14035 TIGGY DUPLESSIS RD
GONZALES LA 70737

STEVEN DAHL & BRENDA BAUMGARTEN
4273 113TH ST
PLEASANT PRAIRIE WI 53158

STEVEN & KATHERINE DENNY
14202 S GATE HOUSE AVE
BATON ROUGE LA 70817

CLYDE DESCHAMP
548 BEACH BLVD UNIT 120
LONG BEACH MS 39560

LINDA & DANNY ELLEDGE
4738 OLD LYNNE CT
DELUTH GA 30096

ELLIOTT HOMES LLC
PO BOX 7299
DIBERVILLE MS 39540

DONNA ELMORE & FRANK NANCE
1646 STATFORD LN
SARASOTA FL 34232

RANDOLPH & JOEDNA FAGAN
9108 W SIMMONS BAYOU
OCEAN SPRINGS MS 39564

ROGER & FAYE FEMRITE
548 W BEACH BLVD UNIT 134
LONG BEACH MS 39560

GERALD & LANA FILKINS
N 7456 COUNTY RD QQ
PRESCOTT WI 54021

VICTOR & PAMELA FULHAM
20 STILT ST
NEW ORLEANS LA 70124

LLOYD FURLOW & WIFE
3502 COURTENAY CR
OCEAN SPRINGS MS 39564

RALPH & LENNICE GAMBINO
7810B HWY 41
BUSH LA 70431

JAMES & VICTORIA GARDNER
1503 THOMPSON RD
BAD AXE MI 48413

MARSHA GARDNER TRUST
1804 UTICA PIKE
JEFFERSONVILLE IN 47130

CONSTANCE GREMILLION
315 STEVENSON ST
LAFAYETTE LA 70501

MARIA & CHRISTOPHER HAEN
548 W BEACH BLVD UNIT 144
LONG BEACH MS 39560

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751 AVIGNON DR STE A
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163 S MIDDLETON DR
CALABASH NC 28467

VIRGINIA HEAD
542 W BEACH BLVD UNIT B-2
LONG BEACH MS 39560

TIMOTHY & CHERYL IWANCZYK
109 LEFLEUR DR
SLIDELL LA 70460

JOSEPH JEFFERSON
7433 LIVE OAK WAY
PASS CHRISTIAN MS 39571

RONALD & JUDITH JENKINS
PO BOX 51226
LAFAYETTE LA 70505-1226

FRANK KELLER
910 BURDETTE ST
NEW ORLEANS LA 70118

JAMES & ELIZABETH KENDRICK
339 SOUTHERN CR
GULFPORT MS 39507

MICHAEL & MARGARET KOSHENINA
6500 WOODLAKE DR UNIT 207
RICHFIELD MN 55423

JENNY LAFFERTY
103 CARROLL AVE
LONG BEACH MS 39560

STANLEY & JOANN LAMENDOLA
36549 SWAMP RD S
PRAIRIEVILLE LA 70769

JERRI LAUBE
611 COX AVE
HATTIESBURG MS 39402

LOUIS LOHAN
PO BOX 1529
LONG BEACH MS 39560

JULIUS LUCIANO
548 W BEACH BLVD UNIT 113
LONG BEACH MS 39560

RACHEL MAHONE
1814 N 12TH AVE
PENSACOLA FL 32503

SCOTT & LENORA MARTIN
506 STANFORD AVE
BATON ROUGE LA 70808

VIRGINIA MARTINKA
808 MILLS AVE
GULFPORT MS 39501

MARK & SUSAN MATUCK
7021 CREEKSIDE RD
DOWNERS IL 60516

MICHAEL & JANELL MATUCK
2309 S 2ND AVE
NORTH RIVERSIDE IL 60546

TOMMY & JANIS MCCORMICK
239 WALTERS RD
RIVER RIDGE LA 70123

LORNA & B LYLE MCELROY
1029 PAIGE DR
MCCOMB MS 39648

WILLIAM & VANESSA MCGEE
127 LAKESHORE DR
CARRIERE MS 39426

PATRICK & LINDA MCGOVERN
928 COURTHOUSE RD 53
GULFPORT MS 39507

ROBERT & CHRISTINE MERTEN
548 W BEACH BLVD UNIT 110
LONG BEACH MS 39560

WENDELL MEYERS
10878 BALTIMORE PHILLIPSBURG RD
BROOKVILLE OH 45309

LILLIAN SATCHELFIELD MICELI
9106 VICTORIA CR
GULFPORT MS 39507

LESLIE NEWCOMB
6 ASHLEY CT
LONG BEACH MS 39560

NOVACORE LLC
2622 EAST ESTRELLA ST
GILBERT AZ 85296

JOHN & MARYLIN OLIVARO
429 FLORIDA AVE
NEW ORLEANS LA 70124

EDGAR & ELIZABETH PATTERSON
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PRICE LONG BEACH PROPERTIES LLC
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BATON ROUGE LA 70806

WILLIAM PUSATERI
4640 W BEACH BLVD UNIT C3
GULFPORT MS 39501

NORMA RAVETTO
548 W BEACH BLVD APT 106
LONG BEACH MS 39560

LARRY & RICHARD RODGERS
615 N SCREENLAND DR
BURBANK CA 91505

FRED & IMOGENE ROSENBAUM
3092 WESTMINISTER DR
BEAVERCREEK OH 45431

MARK & JAN ROSENBAUM
8201 ASCOT GLEN CT
LIBERTY TOWNSHIP OH 45044

CLYDE SCOTT & JUDY LEONARD
5504 TAHOE DR
TUSCALOOSA FL 35406

VINOD SHARMA
17912 LOMOND BLVD
SHAKER HEIGHTS OH 44122

RICHARD SHERLIN
548 W BEACH BLVD UNIT 139
LONG BEACH MS 39560

EDWARD & DIANA SUTHERLAND
7918 RENWOOD BLVD STE C
BATON ROUGE LA 70809

LOUIS & ELWANA THIBODEAUX
3449 TEZCUCCO DR
BATON ROUGE LA 70820

OSCAR & BARBARA TOLBERT
TOLBERT FAMILY JOINT REV TRUST
361 SPRATLEY AVE
BLOXI MS 39531

UPON THE ROCK LLC
1530 HADDENHAM DR
CUMMING GA 30041-9363

KEVIN & PAMELA WALTERS
548 W BEACH BLVD UNIT 115
LONG BEACH MS 39560

JUDITH WHITE
201 CENTRAL AVE
LONG BEACH MS 39560

EDWIN & RENITA WOODS
112 CAMDEN DR
VICKSBURG MS 39183

ELAINE YOUNG
548 W BEACH BLVD UNIT 103
LONG BEACH MS 39560

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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 133 No. 231 dated 22 day of May, 2017
- Vol. _____ No. _____ dated _____ day of _____, 20____
- Vol. _____ No. _____ dated _____ day of _____, 20____
- Vol. _____ No. _____ dated _____ day of _____, 20____
- Vol. _____ No. _____ dated _____ day of _____, 20____
- Vol. _____ No. _____ dated _____ day of _____, 20____
- Vol. _____ No. _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett
Clerk

Sworn to and subscribed before me this 22 day of May, A.D., 2017

Meri A. Jackson
Notary Public

LEGAL NOTICE
PUBLIC HEARING
In accordance with Article XXXI of the Constitution of the State of Mississippi, the City of Long Beach, Mississippi (2017) is herewith, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a short-term lease.
Robert and Christine Martin, 3022 6th Court, Box 106, Hattiesburg, MS 39314 has filed an application for a short-term lease in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 1211(B)(2) Farm Market-Residential (Ordinance 022). The location of the proposed short-term rental is 548 West Beach Boulevard, Unit 110, Long Beach, Mississippi 39560. The parcel number is 08128-012-037-210. The legal description is as follows:
Unit No. 110, in the plan of subdivision, subdivision known as BEACHCLASH CONDOMINIUM, as the same is recorded in Plat Book 14, at page 27, and as the same is contained, created, established and described in a certain Plat of Condominium and Declaration of Condominium, Plans 400 and 401, recorded in Deed Book 27, and amended in Deed Book 27, in the Land Records of the Chancery Clerk of the First Judicial District of Harrison County, at Gulfport, Mississippi, together with any maps that have been issued in and to the common area of Beach Club Condominium, appurtenant to the unit as such are referred to the attached Plan of Condominium and Declaration of Condominium, Conditions, Restrictions and Easements.
A public hearing to consider the above-mentioned plans will be held in the City of Long Beach, Mississippi, 39560, Thursday, June 8, 2017, at 1:00 p.m., in the Long Beach City Hall Meeting Room located at 201 J.B. Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.
Chairman
Planning Commission
ADRIAN LAMON

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County, Mississippi to meet the requirements of Miss. Code §972 Section 13-3-31 and 13-3-32.



**MINUTES OF JUNE 8, 2017
PLANNING COMMISSION**

Commission Chairman recognized, Mrs. Anita Preston, representing the applicant. Mrs. Preston, stated they were in receipt of ordinance 622, have read it, and would adhere to it.

* * *

Commission Chairman asked for anyone speaking in favor of the request, no one came forward to be heard.

* * *

Commission Chairman called for anyone speaking in opposition of the request, no one came forward to be heard.

* * *

Commissioner Hansen made motion seconded by Commissioner Robertson and unanimously carried to close the public hearing.

* * *

After considerable discussion Commissioner Robertson made motion seconded by Commissioner Carrubba and unanimously carried to approve the short-term rental in accordance with ordinance 622.

Be it remembered that a regular meeting of Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 8th day of June 2017, 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 meeting.

There was present and in attendance on said Commission and at the public hearing the following named persons: Commission Chairman Frank Olaivar, Commissioners Donald Frazer, Randy Fischer, Chris Carrubba, Jeff Hansen, Nicholas Brown, and minutes Clerk Veronica Howard.

Commissioner Ron Robertson was absent the meeting.

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

Commissioner Hansen made motion seconded by Commissioner Fischer and unanimously carried to approve the regular meeting minutes of May 25, 2017, as submitted.

It came for discussion under unfinished business amending the zoning ordinance #598, Section 123 Zero Lot Line Development.

No action was taken.

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

It came for discussion under unfinished business available and/or vacant commercial property and buildings.

No action was taken.

It came for discussion under unfinished business Zone text change – chart of uses (remanded back for further review & consideration).

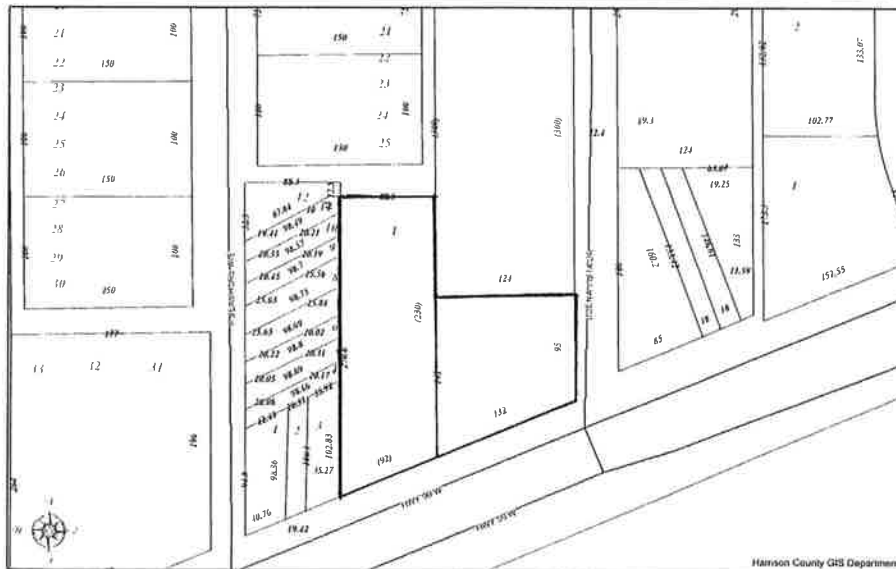
No action was taken.

It came for discussion how to define and place stipulations on public and/or private ingress/egress, perpetual easements and right-of-ways.

No action was taken or needed.

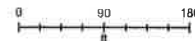
It came for consideration Preliminary Plat approval for a zero lot line development for property located at 818 West Beach Boulevard, tax parcel 0512I-01-030.001 & 820 West Beach Boulevard, tax parcel 0512I-01-050.000 submitted by Chris Patrick as follows:

818 & 820 West Beach Boulevard - Tax Parcel 0512I-01-030.001 & 0512I-01-050.000



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 FLURY, TAX ASSESSOR
MAP DATE: May 18, 2017

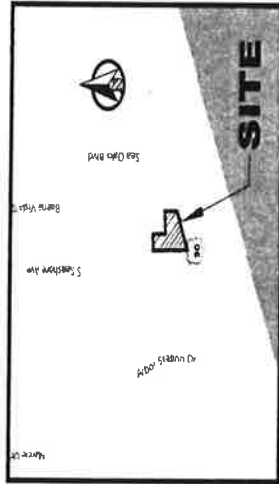


SEASHORE COTTAGES SUBDIVISION CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI

SURVEYOR'S CERTIFICATE:
I, the undersigned, do hereby certify that I have made a survey of Seashore Cottages Subdivision as shown on the plat and that all measurements and other data contained are correct to the best of my knowledge and belief.

Witness my signature this 8th day of _____, 2017.

J. Gordon Wadell, P.E.
Mississippi License Number P.E.S. 3088



VICINITY MAP

OWNER'S CERTIFICATE AND DEDICATION:
I, the undersigned, do hereby certify that I have made a survey of Seashore Cottages Subdivision as shown on the plat and that all measurements and other data contained are correct to the best of my knowledge and belief.

Witness my signature this 8th day of _____, 2017.

Christopher E. Wadell, Owner
C/F WADDELL, LLC

ACKNOWLEDGEMENT:

STATE OF MISSISSIPPI, COUNTY OF HARRISON
I, the undersigned, do hereby certify that I have made a survey of Seashore Cottages Subdivision as shown on the plat and that all measurements and other data contained are correct to the best of my knowledge and belief.

Witness my signature this 8th day of _____, 2017.

Wadell, Public
My Commission Expires _____

CITY ENGINEER'S APPROVAL:

Final approval of Plat on this the _____ day of _____, 2017.

City Engineer
City of Long Beach

CERTIFICATE OF ACCEPTANCE:

Approval and acceptance of Plat for recording by _____ Mayor and Board of Aldermen of City of Long Beach, Mississippi.
Approved this _____ day of _____, 2017.

Mayor
City of Long Beach

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION:

The Plat of SEASHORE COTTAGES SUBDIVISION, in hereby approved and accepted by the Long Beach City Planning Commission on this _____ day of _____, 2017.

CHANCERY CLERK'S CERTIFICATION:

Filed and recorded by _____ day of _____, 2017.

Chancery Clerk of Harrison County

CERTIFICATE OF COMPARISON:

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of SEASHORE COTTAGES SUBDIVISION, and find the same to be in exact accordance therewith.

Chancery Clerk of Harrison County

J. Gordon Wadell, P.E.
Mississippi License Number P.E.S. 3088

PROJECT NO.:	1148-17
DATE:	06/07/2017
SCALE:	NONE
DRAWN BY:	RLH
CHECKED BY:	WRT

TEI
TICE ENGINEERING, INC.
ENGINEERS / SURVEYORS
Triumph Engineers, Experienced Surveyors, Landowners, Residents
510 S. VARDAMAN ST. PHONE: 601.928.4121
WIGGINS, MS 39577 FAX: 601.928.4131

SEASHORE COTTAGES SUBDIVISION
CERTIFICATES
CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI

WORKING NUMBER:
PLAT-1
SHEET NUMBER:
1 of 2

PROJECT NO. 17-001
DATE 06/08/17
SCALE AS SHOWN
DRAWN BY JBL
CHECKED BY WST

SEASHORE COTTAGES SUBDIVISION
TITLE SHEET
LONG BEACH, MISSISSIPPI

TEI
ENGINEERS, INC.
5105 VARNANT ST
HOUSTON, TX 77057
PHONE 832-924-1111
FAX 832-924-1118

WORKING NUMBER
TS-1
SHEET NUMBER
1 of 8

SEASHORE COTTAGES SUBDIVISION LONG BEACH, MISSISSIPPI

VICINITY MAP
NO. 2

DEVELOPER:
CHRIS PATRICK
830 WEST BEACH BLVD
LONG BEACH, MS 38560
601-906-7409

CITY OF LONG BEACH, MISSISSIPPI

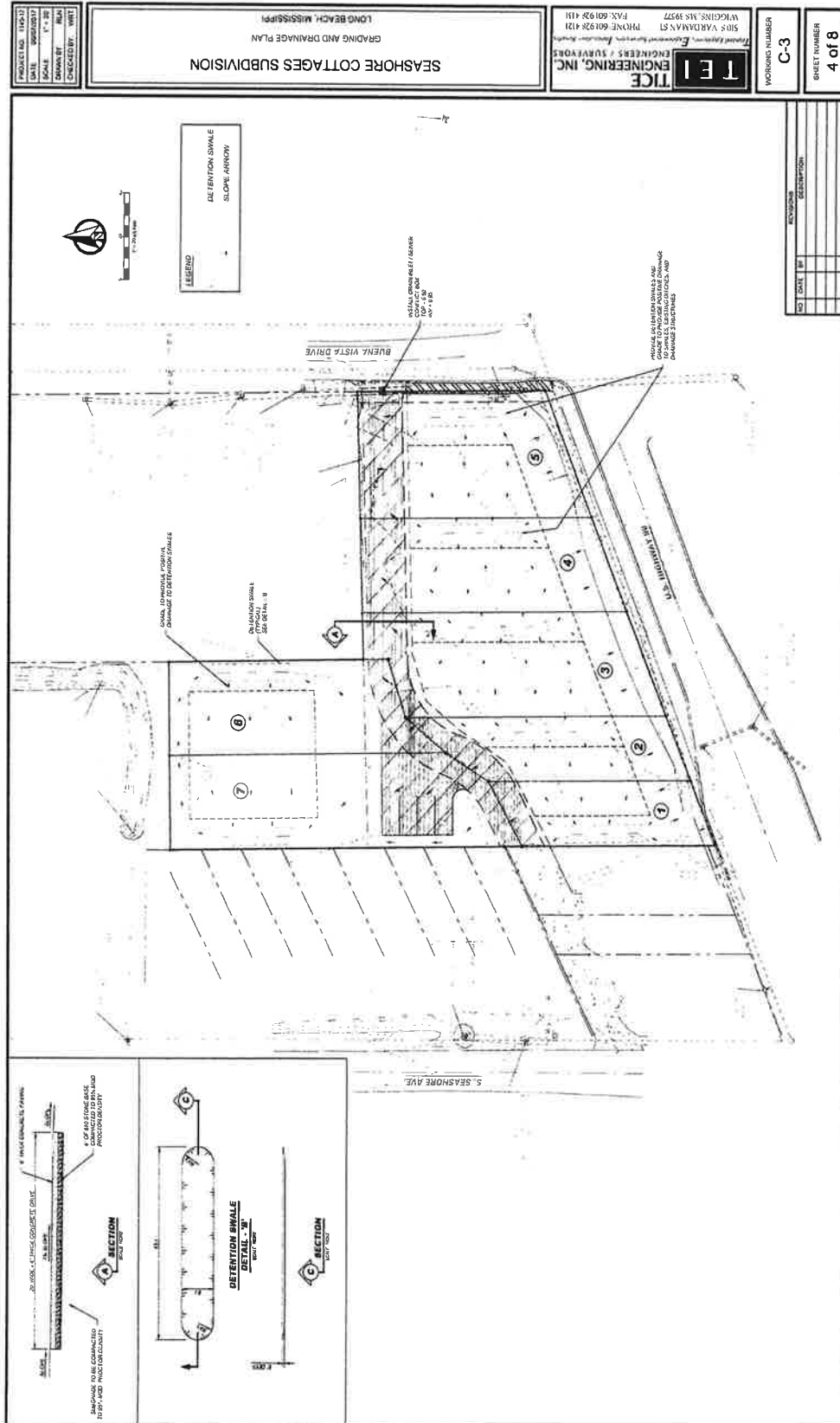
Mayor William "Billy" Skellie, Jr.
Alderman Al Large Leonard Carrubba
Ward 1 Gary Ponthieux
Ward 2 Bernie Parker
Ward 3 Kelly Griffin
Ward 4 Ronnie Hammons
Ward 5 Mark Lishen
Ward 6 Alan Young

SHEET INDEX

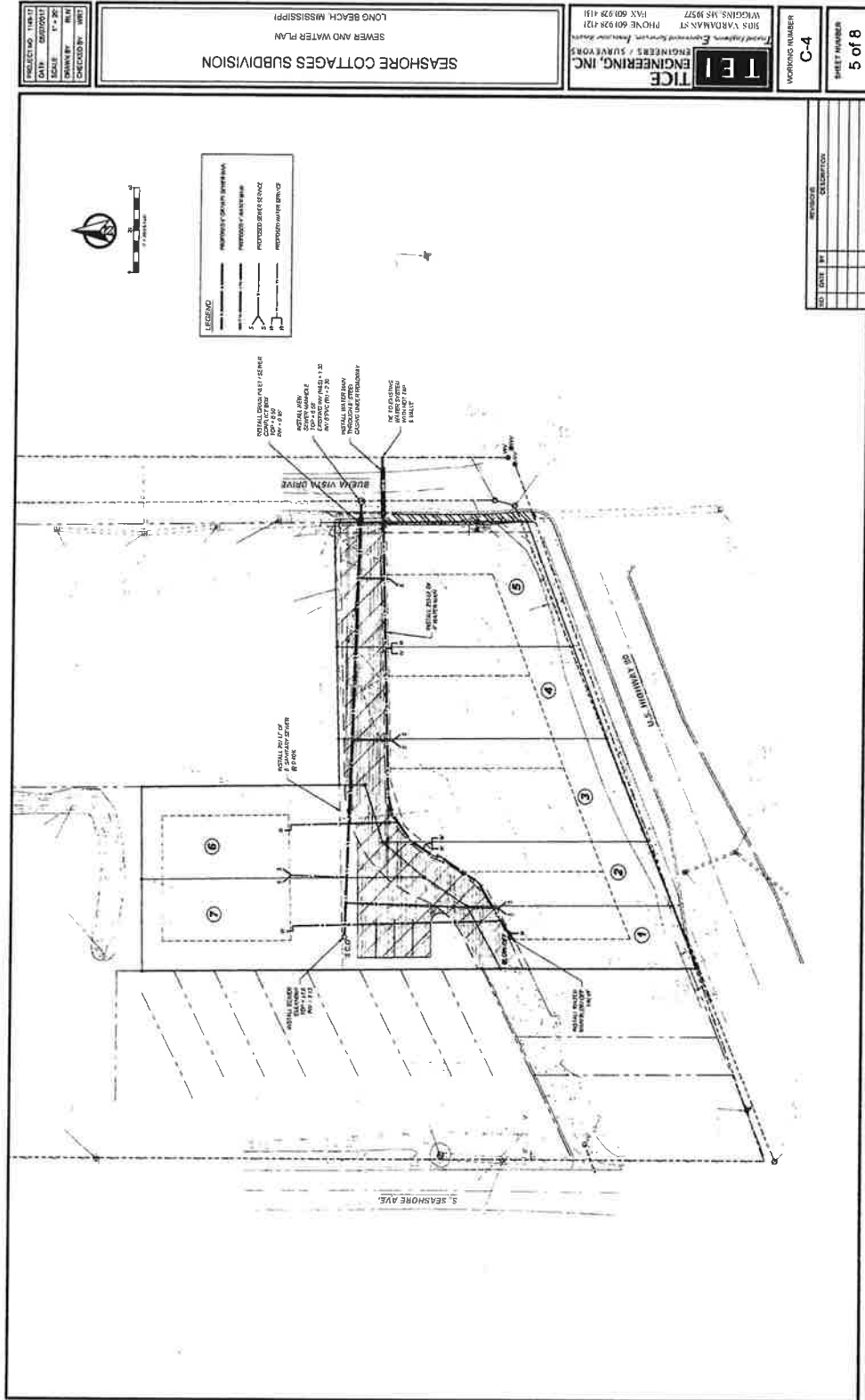
1.	TS-1	TITLE SHEET
2.	C-1	EXISTING CONDITIONS
3.	C-2	LOT AND STREET PLAN
4.	C-3	GRADING AND DRAINAGE PLAN
5.	C-4	SEWER AND WATER PLAN
6.	C-5	SEWER AND WATER DETAILS
7.	C-6	SEWER AND WATER DETAILS
8.	C-7	SEWER AND WATER DETAILS

MINUTES OF JUNE 8, 2017 PLANNING COMMISSION

543



MINUTES OF JUNE 8, 2017 PLANNING COMMISSION



<p>PROJECT NO. 17041 DATE 08/20/17 SCALE N.T.S. SHEET NO. 6 OF 8 DRAWN BY [REDACTED] CHECKED BY [REDACTED]</p>	<p>SEASHORE COTTAGES SUBDIVISION SEWER AND WATER DETAILS LONG BEACH, MISSISSIPPI</p>	<p>TICE ENGINEERING, INC. 515 S. VADIAN ST. WILKINS, MS 39277 TEL: 601.499.4131 FAX: 601.499.4131</p>	<p>WORKING NUMBER C-5 SHEET NUMBER 6 of 8</p>
	<p>CONNECTION TO EXISTING MANHOLE N.T.S.</p>		<p>SEPARATION REQUIREMENTS FOR WATER AND SEWER LINES N.T.S.</p>
	<p>STUB OUT FROM MANHOLE N.T.S.</p>		<p>TYPICAL DETAIL FOR WATER LINE AND SEWER LINE CROSSING REQUIREMENTS N.T.S.</p>
	<p>DROP CONNECTION N.T.S.</p>		<p>SHALLOW SEWER SERVICE N.T.S.</p>
	<p>4' & 5' DIA SEWER MANHOLE N.T.S.</p>		<p>DEEP SEWER SERVICE N.T.S.</p>

<p>PROJECT NO. 118117 DATE 04/20/17 SCALE N.T.S. DRAWN BY: WBA CHECKED BY: WBA</p>	<p>SEASHORE COTTAGES SUBDIVISION SEWER AND WATER DETAILS LONG BEACH, MISSISSIPPI</p>	<p>TEI ENGINEERING, INC. ENGINEERS & SURVEYORS 508 VAN DAMA ST. WINGINS, MS 39277 PHONE: 601.928.4213 FAX: 601.928.4131</p>	<p>WORKING NUMBER C-6 SHEET NUMBER 7 of 8</p>																
<p>TYPICAL TRENCHING DETAIL #1.1</p>	<p>BEDDING / BACKFILL IN UNPAVED AREAS #1.2</p>	<p>BEDDING / BACKFILL UNDER PAVED AREAS #1.3</p>	<p>SELECT BEDDING DETAIL #1.4</p>																
<p>RESTORATION OF CONCRETE PAVEMENT #1.5</p>	<p>ASPHALT TRENCH RESTORATION #1.6</p>	<p>ASPHALT RESTORATION WITH OVERLAY #1.7</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>SCALE</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	SCALE	DATE	DESCRIPTION												
NO.	SCALE	DATE	DESCRIPTION																

PROJECT NO. 136111
DATE: 06/07/2017
SCALE: N.T.S.
DRAWN BY: NLS
CHECKED BY: WMT

SEASHORE COTTAGES SUBDIVISION
SEWER AND WATER DETAILS
LONG BEACH, MISSISSIPPI

TEI ENGINEERING, INC.
ENGINEERS / SURVEYORS
5105 VARDAMAN ST
WIGONIA, MS 39277
PHONE: 601.928.4121
FAX: 601.928.4181

WORKING NUMBER
C-7

SHEET NUMBER
8 of 8

TEE

HORIZONTAL BEND

VERTICAL BEND

BEARING AREAS FOR THRUST BLOCKING (S.F.)

FITTING	4"	6"	8"	10"	12"	14"	16"	18"	20"
45° BEND	7.0	2.8	4.8	7.7	10.4	13.1	15.8	18.5	21.2
90° BEND	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
45° TEE	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0

THRUST BLOCK DETAIL

RESTRAINED JOINTS

FITTING	4"	6"	8"	10"	12"	14"	16"	18"	20"
45° BEND	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
90° BEND	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
45° TEE	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
90° TEE	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
45° END	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0
90° END	1.5	1.5	1.5	1.5	2.0	2.5	3.0	3.5	4.0

2" BRANCH CONNECTION

CONFLICT BOX - PLAN VIEW

CONFLICT BOX - PROFILE VIEW

TYPICAL VALVE AND VALVE BOX

WATER SERVICE DETAIL

FIRE HYDRANT INSTALLATION

BLOW-OFF VALVE

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

June 8, 2017

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: Seashore Cottages S/D

Ladies and Gentlemen:

We have received a Preliminary Plat submittal for the referenced project near the southern end of Buena Vista Dr. The submittal contains the plat itself, the construction plans, and the construction specifications. The development proposes a private road, sub-standard to City requirements in terms of width, but meeting the City's structural road requirements, and which serves seven lots. The development proposes an extension of the City's water and sewer systems for service to the development, but all infrastructure constructed on the development site will remain private, not offered for dedication to the City. Along with Public Works, we have reviewed these documents and take no exception to them in their current form; however, it is possible that the City Attorney may find additional required plat language at the time of the final plat process, after construction of all on-site improvements are completed. We therefore take no exception to the approval of the preliminary plat phase of this subdivision at this time.

Sincerely,

David Ball, P.E.

DB:539

MINUTES OF JUNE 8, 2017
PLANNING COMMISSION

After review and discussion Commissioner Frazer made motion seconded by Commissioner Robertson recommending approval of the preliminary plat, contingent upon the City Engineer's recommendations; Stating that the plat appeared to be in accordance with the City's Subdivision Regulations and Unified Development Ordinance.

The motion being put to a roll call vote the results were as follows:

COMMISSIONER FRAZER	AYE
COMMISSIONER FISCHER	AYE
COMMISSIONER CARRUBBA	NAY
COMMISSIONER HANSEN	AYE
COMMISSIONER ROBERTSON	AYE

The vote having received the affirmative of the members present and voting the Commission Chairman declared the motion, recommending approval, carried.

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

APPROVED:



Commission Chairman, Frank Olaivar

Date: 6/22/2017

ATTEST:



Veronica Howard, Minutes Clerk