

1. PROPERTY INFORMATION

Complete this application in its entirety and submit pages 4 and 5 along with the required materials (including any required supplements) as listed on page 2 to the address below:

City of Hampton Community Development Department, Planning Division 22 Lincoln Street, 5th Floor Hampton, Virginia 23669 OFFICE USE ONLY Date Received:

DRVI PATEL 5/8/2023

Case Number: UP 2 3-0 0 0 2 9

Address or Location 406 N 2nd St Hampt	ton, VA 23664			
LRSN 12007148		Zoning District	R-8	
Current Land Use Second Home				
Proposed Land Use Short Term Rental				
The proposed use will be in:	sting building	☐ a new additi	on	☐ a new building
2. PROPERTY OWNER INFORMATION (a	an individual or	a legal entity may l	oe listed as	owner)
Owner's Name Terri Skawski Blosso	om by the Sea l	LC	et et anne en	
Address 7601 Saulsbury Rd	City_Tully	/	_State_NY	_ Zip <u>13159</u>
Phone (315)440-8948	Email latterry	3@yahoo.com		
3. APPLICANT INFORMATION (if different Applicant's Name				
Address	City		_State	Zip
Phone	Email		***************************************	
4. APPLICANT AGENT INFORMATION (in				
Address 1619 N OW Rd	City	lagstaff	State A	Zip 86004
Address 1619 N OW Rd Phone 928, 286. 7174	Email	aca Ofarmer	sagen	t. com

5. CERTIFICATION FOR LEGAL ENTITY PROPERTY OWNERS

Complete this section only if the property owner is **not** an individual but rather a legal entity such as a corporation, trust, LLC, partnership, diocese, etc. as specified in Step 2 above.

"I hereby submit that I am legally authorized to execute this application on behalf of the fee-simple owner of this property. I have read this application and it is submitted with my full knowledge and consent. I authorize city staff and representatives to have access to this property for inspection. The information contained in this application is accurate and correct to the best of my knowledge."

 $Name(s),\ title(s),\ signature(s),\ and\ date(s)\ of\ authorized\ representative(s)\ of\ the\ legal\ entity\ (attach\ additional\ page\ if\ necessary):$

Name	of Legal Entity Blossom	By the Sea, LLC	
Signed	by: Name (printed) Terri	Skawski	Its (title) member/manager
	Signature	vi Spans	, Its (title)member/manager
	Name (printed)		, Its (title)
			Date
	Name (printed)		, Its (title)
			Date
Comple "I hereb my full k inspection Name(s	te this section only if the property submit that I am the fee-sanowledge and consent. I son. The information contains), signature(s), and date(s)	ined in this application is accurated by of owner(s) (attach additional)	ave read this application and it is submitted with atives to have access to this property for and correct to the best of my knowledge." page if necessary):
			Date
Signatu	re		Date
		OFFICE USE ONLY	
	☐ Application Form	☐ Narrative Statement	☐ Supplemental Form (if required)
	☐ Application Fee	☐ Survey Plat	☐ Additional materials (if required)



Complete this application in its entirety and submit with the completed Use Permit application form to the address below:

City of Hampton Community Development Department, Planning Division 22 Lincoln Street, 5th Floor Hampton, Virginia 23669

1. LOT INFORMATION
Lot Width 40' Lot Depth 110' Total Lot Area (ac. or sq. ft.) 4,400 '
Current On-site Parking Spaces 2 Current On-street Parking Spaces 1
Per Chapter 11, § 11-7 of Hampton's Zoning Ordinance, a standard parking space shall be a minimum of 9'x18'
☐ Please attach a sketch showing the parking area and the circulation to, from and within the parking lot
2. BUILDING INFORMATION
Square Footage 805 sq ft Stories 1 Number of Kitchens 1
Proposed Number of Guests 6 Number of Guest Rooms 2 Number of Bathrooms 1
Is this currently an owner-occupied residence?
Please attach a floor plan of the short-term rental with all rooms labeled as to their use along with the location(s) of any fire extinguishers, smoke detectors, and carbon monoxide (CO) detectors.
3. SHORT-TERM RENTAL INFORMATION
Do you plan to host events in conjunction with the short-term rental? ☐ Yes No
When do you intend to use the property as a short-term rental? ➤ Year-round □ Weekends □ Seasonal. If so, what season(s)?
Are there accessory structures on property, such as a garage or gazebo, that would be used as part of the short-term rental? Yes No
4. LOCAL CONTACT PERSON
Name_Thomas A. Burcher E-mail_tab@hbbpc.hrcoxmail.com
Home Phone (757)722-7473 Mobile Phone (315) 440-8948
One East Queens Way, Second Floor Hampton, VA 23669

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 21, 2023

This is to certify that the certificate of organization of

Blossom By The Sea, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: April 21, 2023

PORATION COMMISSION

GUIVIT

JOO3

1903

STATE CORPORATION COMMISSION Attest:

Clerk of the Commission

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

AT RICHMOND, APRIL 21, 2023

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

Blossom By The Sea, LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective April 21, 2023.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

Ву

Jehmal T. Hudson Commissioner

OPERATING AGREEMENT OF BLOSSOM BY THE SEA, LLC

ARTICLE ONE - OFFICES

Principal Office

The principal office of the Company in the State of Virginia shall be located at 7601 Saulsbury Road, Tully, New York, 13159. The Company may have such other offices, either within or without the State of Virginia as the Members may designate or as the business of the Company may from time to time require.

Registered Office

The registered office of the Company, required by the Virginia Limited Liability Company Act to be maintained in the State of Virginia, may, but need not, be identical with the Principal Office in the State of Virginia. The address of the initial registered office of the Company is 1 E. Queen's Way, Floor 2, Hampton, Virginia, 23669, and the initial registered agent at such address is Thomas A. Burcher. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Virginia State Corporation Commission.

Purpose and Duration (See Page 11)

ARTICLE TWO - MEETINGS

Regular Meetings

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Managers in the notice of each such regular meeting.

Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers or by any Member.

Notice of Meetings

Written notice or notice by electronic transmission stating the place, day and hour of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally, by mail, or by electronic transmission to the address at which the Member has consented to receive such electronic transmission, by or at the direction of the Managers, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, addressed to the Member at his address as it appears on the books of the Company. When all Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given. A Member shall be deemed to be present if participating by means of communication by which all Members participating may simultaneously hear each other during the meeting.

Ouorum

At any meeting of the Members a majority of the equity interests, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Proxies

At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after three months from the date of execution, unless otherwise provided in the proxy.

Voting by Certain Members

Certificates of Ownership standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such certificates into his name.

Manner of Acting

Formal Action by Members. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue may be in accordance with percentage of equity ownership in the Company.

Procedure. The Managers of the Company shall preside at meetings of the Members, may move or second any item of business, and shall not, if he is also not a member, vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure, which shall not be inconsistent with this Operating Agreement.

Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action that may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Order of Business

The order of business at all meetings of the Members shall be as follows:

- 1. Roll Call.
- 2. Proof of notice of meeting or waiver of notice.
- 3. Reading of minutes of preceding meeting.
- 4. Report of the Managers.
- 5. Reports of Committee.
- 6. Unfinished business.
- 7. New Business.

ARTICLE III - FISCAL MATTERS

Fiscal Year

The fiscal year of the Company shall begin on the first day of January and end on the last day of December of each year, unless otherwise determined by a resolution of the Members.

Tax Allocations

Except as otherwise expressly provided in this Agreement or the Internal Revenue Code of Treasury Regulations, the Company shall allocate its tax items in the same manner and percentages as its book items are allocated.

Tax Year and Accounting Matters

The tax year of the Company shall be the calendar year. The Company shall adopt methods of accounting as the Managers determine upon the advice of the certified public accountant employed by the Company.

Tax Elections

The Managers may cause the Company to make, refrain from making or revoke all tax elections provided for under the Internal Revenue Code and the Treasury Regulations.

Tax Matters Member

The Managers shall be the "Tax Matters Partners" as defined in Section 6231(a)(7) of the Code (if that Section is relevant to the Company) with full and complete power to act in that capacity.

Tax Classification

The Members intend that the Company be classified for federal and state income tax purposes as a partnership. Furthermore, the Members agree to take all actions reasonably necessary to ensure such classification; provided that such actions do not alter the economic returns and risks associated with the Company's business.

Deposits

All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Members may select.

Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the

Managers, only one (1) signature being required, or such other person or persons who have been designated by the Managers or the majority of the Members and who have signed any and all documents required by the Company's banking institution.

Loans

No loans shall be contracted on behalf of the Company, and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Members. Such authority may be general or confined to specific instances.

Contracts

The Members may authorize any member or agent of the Company, in addition to the Managers, to enter into any contract or execute any instrument in the name of and on behalf of the Company and such authority may be general or confined to specific instances.

Accountant

An accountant may be selected from time to time by the Members or Managers to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Members or Managers without assigning any cause.

Legal Counsel

One or more attorneys at law may be selected from time to time by the Members or Managers to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members or Managers with respect thereto. The legal counsel may be removed by the Members or Managers without assigning any cause.

ARTICLE IV - CERTIFICATES OF OWNERSHIP AND THEIR TRANSFER

Certificates

Certificates of Ownership representing equity interest in the Company shall be in such form as shall be determined by the Members. Such Certificates of Ownership shall be signed by the Managers. All Certificates of Ownership shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Certificates of Ownership are issued, with the Capital Contribution and the date of issue shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Certificate of Ownership, a new one may by issued upon such terms and indemnity to the Company as the Members may prescribe.

Transfer of Shares

No transfer of a Certificate shall be made except as provided herein.

Any Member proposing a transfer or assignment of his Certificate shall first notify the Company, in writing, of all the details and consideration of the proposed transfer or assignment. The Company, for the benefit of the remaining Members, shall have the first right to acquire the equity by cancellation of the Certificate under the same terms and conditions.

If the Company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportions as the remaining Members may agree) purchase such equity interest under the same terms and conditions first proposed by the withdrawing Member.

If the transfer or assignment is made as originally proposed and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Company, or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contribution to which that Member would otherwise be entitled.

No Member shall assign or pledge his Certificate or any part thereof for any purpose without the consent of all of the remaining Members.

In the event of the death of a Member, his heirs, administrators and/or executors shall be bound by the terms hereof regarding transfer of the Member's Certificate or any part thereof.

Admission of Members

A new Member may be admitted to membership in the Company in connection with the issuance by the Company of Ownership Units to such new Member only upon the vote of two-thirds (2/3) of the Members. The admission of a new Member to the Company shall be evidenced by a written amendment to Exhibit A to this Agreement filed with the Company's permanent records setting forth the revised names, Ownership Units and Percentage Economic Interests of the Members. The new Member shall be bound by, and to take its Membership Interest subject to, the terms and conditions of this Agreement.

ARTICLE V - BOOKS AND RECORDS

Books and Records

The books and records of the Company shall be kept at the principal office of the Company or at such other places, within or without the State of Virginia, as the Members shall from time to time determine.

Right of Inspection

Any Member of record shall have the right to examine, at any reasonable time or times, for all purposes, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the Company, it shall mail to such Member, its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

Financial Records

All financial records shall be maintained and reported based on generally acceptable accounting practices.

ARTICLE VI - DISTRIBUTION OF PROFITS

The Members may from time to time declare, and the Company may distribute, accumulated profits not necessary for the cash needs of the Company's business. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

ARTICLE VII - OFFICERS

Manager

The Managers, either or both of whom may act on behalf of the Company, shall be the chief executive officers of the Company responsible for the general overall supervision of the business and affairs of the Company. They shall, when present, preside at all meetings of the Members. The Managers, or either of them, may sign, on behalf of the Company, all such deeds, mortgages, bonds, deeds of trust, contracts, or other instruments that the Managers have been appropriately authorized to execute by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by statute to some other Officer or Agent of the Company; and, in general, they shall perform all duties as may be prescribed by the Members from time to time. Terri E. Skawski is herewith designated as the Manager, who may act with full authority on behalf of the Company.

The specific authority and responsibility of the Managers shall also include the following:

- 1. The Managers shall effectuate this Operating Agreement and the decisions of the Members.
- 2. The Managers shall direct and supervise the operations of the Company.

- 3. The Managers, within such parameters as may be set by the Members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company.
- 4. The Managers, within the budget established by the Members, shall set and adjust wages and rate of pay for all personnel of the Company, and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- 5. The Managers shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expenses, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

Other Officers

The Company may, at the discretion of the Members, have additional Officers, including, but not limited to, one or more Assistant Managers, one or more Secretaries and one or more Treasurers. Officers need not be selected from among the Members. One person may hold two or more offices. When the incumbent of any office is (as determined by the incumbent or the Members) unable to perform the duties thereof, or when there is no incumbent of any office (both such situation referred to hereafter as the "absence" of the officer), the duties of the office shall be performed by the person specified by the Members.

Election and Tenure

The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until his successor shall have been elected, unless sooner terminated or resigned.

Resignations and Removal

Any Officer may resign at any time by giving written notice to the Managers or to all of the Members, and, unless otherwise specified therein, the acceptable of such resignation shall not be necessary to make such resignation effective. Any Officer may be removed at any time by the Members with or without cause.

Vacancies

A vacancy in any office may be filled for the unexpired portion of the term by the Members.

Salaries

The salaries of any Member may be fixed from time to time by the Members and Managers and shall be set forth in an Employment Agreement or other Agreement which

must be signed by either all of the Members or all of the Managers and no Member shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

ARTICLE VIII - MISCELLANEOUS

Notice

Any notice required or permitted to be given pursuant to the provisions of the any Statute, the Articles of Organization of the Company or this Operating Agreement, shall be effective as of the date the notice is personally delivered, or if sent by mail, on the date the notice is deposited with the United States Postal Service, postage prepaid, or if sent by overnight courier, on the date the notice is received by the overnight courier service, costs prepaid, addressed to the recipient at his last known address in the records of the Company. Notice by electronic transmission shall be effective as of the date such notice is sent to the address at which the recipient has consented in writing to receive notices by electronic transmission.

Waiver of Notice

Whenever any notice is required to be given pursuant to the provisions of any statute, the Articles of Organization of the Company, or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Indemnification by Company

The Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or on behalf of the Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses, including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him her in connection with such action, suit or proceeding, if the Members determine that he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner that he reasonably believed to be in the best interests of the Company, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

Indemnification Funding

The Company shall fund the indemnification obligations provided herein in such manner and to such extent as the Members may from time to time deem proper.

Duty of Loyalty

The Members of the Company have a duty of undivided loyalty to the Company in all matters affecting the Company's interests.

Notwithstanding the foregoing, it is anticipated that the Members and the Officers of the Company shall have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, in which Members may have an interest, may, from time to time, participate in the joint developments of contracts and transactions designed to be fair and reasonable to each participant and to afford a benefit to all participants. Therefore, it is anticipated that the Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

Reimbursement of Expenses

Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

Binding on Heirs, Etc.

Except as otherwise expressly provided herein, this Operating Agreement shall be binding upon and inure to the benefit of Members, their respective heirs, personal representatives, successors and assigns.

The heading contained in this Operating Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

ARTICLE IX - AMENDMENTS

This Operating Agreement may be altered, amended, restated or repealed and a new Operating Agreement may be adopted by a vote of two-thirds of the Members entitled to vote, after notice and opportunity for discussion of the proposed alteration, amendment, restatement or repeal.

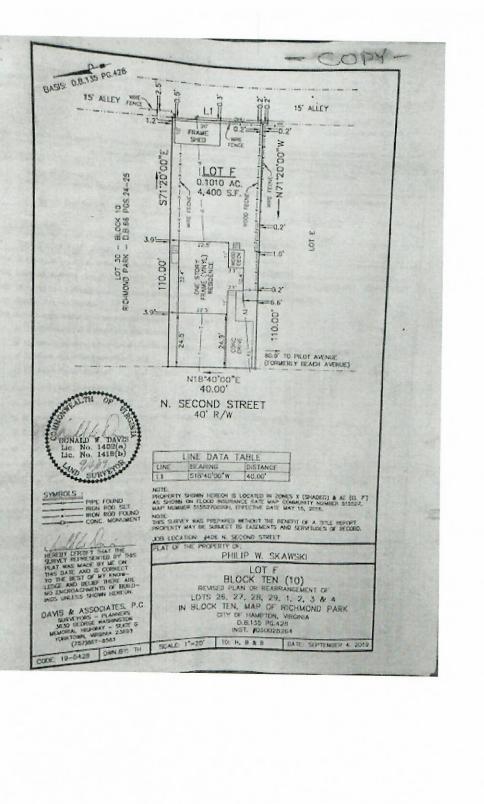
IN WITNESS WHEREOF, the undersigned, being all of the Members of Blossom By The Sea, LLC, a Virginia limited liability company, hereby evidence their adoption and ratification of the foregoing Operating Agreement.

Dated: May 24, 2023

Terri E. Skawski Sole Member/Manager

Purpose and Duration

The purpose of the Company is to buy, sell, hold, manage and operate an airbnb, together with all equipment and permits and to engage in any other activities as the members shall determine and not prohibited by law, for the purpose of making a profit, and to avail itself of any and all tax advantages. The duration of the Company shall be perpetual unless terminated by the Members as provided herein.



NARRATIVE-

Blossom by the Sea, LLC, a small family owned business, proposes a short term vacation rental at 406 N. 2nd St. Hampton, VA 23664.

It is a single-story dwelling 805 ft.2 -two bedrooms one bath. It will employ 3 to 5 people. 1-3 Cleaners, 1 Handyperson, 1 Property Manager. We propose a maximum of 4 guests. We will NOT ALLOW parties or special events. There is one parking spaces on site and one space on the street.

The likely flow of traffic for guests will be by route of Pembroke taking a left on the first street then another left onto pilot, a right onto N. 2nd St., and a right into the parking lot.

This beach themed short term vacation rental will be geared towards small groups, e.g. small families or couples. The rental will maintain proper insurance and liability together with safety features of smoke alarms and fire extinguishers.

The benefit to the Hampton community is that the home is currently a second home with part time residence. The short term vacation rental status will increase revenue to local

restaurants, coffee, shops, museums bars, and retail shops. The additional revenue from the vacation rental will allow the property owner to pay taxes and insurance and maintain the property in good repair.

