



Planning & Urban Design
20 Interchange Drive, Administration Bldg.
Savannah, GA, 31415
Phone: 912.525.2783/Fax: 912.525.1562
www.savannahga.gov/planning

26-001595-ZBA



RECEIVED
APR 19 2026



Zoning Board of Appeals Application

110 E State St, Savannah, GA, 31401
P.O. Box 8246, Savannah, GA, 31412-8246
Phone: 912.651.1440 / Fax: 912.651.1480
www.thempc.org

Please type or print legibly. Attach additional sheets, if necessary, to fully answer any of the following sections. Incomplete applications shall not be scheduled by the Metropolitan Planning Commission (MPC) until deficiencies are corrected. Additional instructions and information regarding the amendment process are attached. **SUBMIT AN ELECTRONIC COMPLETED APPLICATION AND SUPPLEMENTAL DOCUMENTATION TO PLANNING@SAVANNAHGA.GOV.** Applicants shall contact the MPC staff at 912.651.1440 prior to submitting an application.

I. Subject Property

Street Address(es): 1009 E Park Avenue, Savannah, GA 31401

Property Identification Number(s) (PINs) (Note: Attach a boundary survey, recorded or proposed plat, tax map or scaled plot plan to identify the property boundary lines.): PIN: 20042 19006

Total acreage or SF of the subject property: 0.08 acres

Zoning District(s): SAV 2 (TR-2)

Existing land use(s) for the subject property (e.g., undeveloped, restaurant, auto repair shop, multi-family):
Single Family Residence

II. Reason for Variance (Check all that apply and attach a response and supporting documentation for each item checked).

☒ **A. REQUEST A VARIANCE (Sec. 3.21).** The application must be submitted to provide an opportunity for the ZBA to grant variances only from the building standards for permitted uses in the base zoning districts (not to include density or vehicular access) in Article 5.0, Base Zoning Districts; variable standards in Article 9.0, General Site Standards; and variable standards in Article 10.0, Natural Resource Standards. Refer to Page 6 for plot plan criteria and explain specifics of request (e.g., To request a 5 foot reduction of the 25 foot rear yard setback). **Describe the variance requested:** We are maintaining a single family residence and improving the home by adding a primary suite (Bedroom, bath, his/hers closets), a laundry room and flex space. We are requesting a variance of 6% addition to the 50% lot coverage rule. This variance will be consistent with the intent of the Zoning Ordinance and the Comprehensive Plan for the SFR. It maintains room for parking in the back and does not harm the neighborhood look or feel. It is not detrimental to the public health, safety or welfare.

☐ **B. APPEALS (Sec. 3.23).** An appeal by any aggrieved party may be taken to the ZBA when an alleged error in a final written decision of any administrator, commission or board authorized to make a final written decision occurs. An application must be filed within thirty (30) working days of a final written decision. It will be considered filed when a complete notice of appeal is submitted to planning@savannahga.gov. **Provide an explanation specifying the grounds for the appeal with the ZBA and the administrator, commission or board whose decision is being appealed:**

☐ **C. RELIEF FOR NONCONFORMING USES AND STRUCTURES (Sec. 3.24).** An application must be submitted to request a re-establishment, expansion, or reconstruction of a nonconforming use. **Indicate the type of non-conformity and relief sought.**

☐ **D. REQUEST AN EXTENSION OF A ZBA APPROVAL.** If a ZBA decision needs to be extended, an application must be submitted. Date of ZBA Approval: File No.:

III. Application History.

- Have any previous applications been made regarding the subject property?
☐ Yes ☒ No If yes, please provide the file number(s): _____
- Is this request related to another review, such as a Certificate of Appropriateness (COA), Subdivision, Site Development Permit or Plan, Master Plan, Business Location Approval, Rezoning, or Text Amendment? If so, please provide the Plan/Permit # _____ and associated Staff Report/Decision.

IV. Property Owner Information

Name(s): Epic 1009 Park LLC

Registered Agent: Jeanna Bonds - Managing Member
(Or Officer or Authorized Signatory, if Property Owner is not an individual. Provide GA Annual Registration.)

Address: 8735 Dunwoody Place, Suite N

City, State, Zip: Atlanta, GA 30350

Telephone: [REDACTED] Fax: _____

E-mail address: [REDACTED]

V. Petitioner Information, if different from Property Owner (Note: If the property owner(s) will have an agent serve on his or her behalf, the owner(s) must complete the attached Letter of Authorization. If the agent changes after submitting the application and the agent is not the property owner, a new authorization form will be required.)

Name(s): _____

Registered Agent: _____
(Or Officer or Authorized Signatory, if Petitioner is not an individual)

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail address: _____

VI. Agent, if different from Petitioner or Property Owner (Note: A signed, notarized Letter of Authorization from the property owner is required and must be attached if this section applies. If the agent changes after submitting the application and the agent is not the property owner, a new authorization form will be required. Please refer to VIII. Letter of Authorization.)

Name(s): _____

Firm or Agency: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail address: _____

VII. Application Fee:

The non-refundable filing fee is based on the type of use for which relief is requested. Make check payable to City of Savannah.

- ☒ Residential: \$620.00
- ☐ Non-residential: \$1,300.00

VIII. Letter of Authorization

As fee simple owner of the subject property that is identified as Property Identification Number(s) (PIN)

_____, I (we) authorize

_____(Agent Name) of _____ (Firm or

Agency, if applicable) to serve as agent on my (our) behalf for the purpose of making and executing this application

for the proposed request. I (we) understand that any representations(s) made on my (our) behalf, by my (our)

authorized representative, shall be legally binding upon the subject property.

Property Owner(s)

Name(s): _____

Registered Agent: _____

(Or Officer or Authorized Signatory, if Property owner is not an individual)

Signature(s)

Date

Witness Signature Certificate

State of Georgia

County of _____

Signed or attested before me on _____ by _____,

Date

(Printed name(s) of individual(s) signing document)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

____ Personally Known or ____ Produced Identification Type of ID _____

Signature of Notary Public

(Name of notary, typed, stamped or printed)

Notary Public State of Georgia

My commission expires: _____

IX. Application Checklist

Pursuant to O.C.G.A. § 8-2-26, this checklist must be completed and submitted with each application. Please check every item as either "Y" for items that are included with the application or "N" for items that are not included with the application. Items without an "N" checkbox are minimum requirements initially due with the application if applicable.

Yes No

- ☐ Part I. Subject Property
- ☐ Part II. Reason for Variance
- ☐ Part III. Application History
- ☐ Part IV. Property Owner Information
- ☐ ☐ Part V. Petitioner Information
- ☐ ☐ Part VI. Agent
- ☐ Part VII. Application Fee
- ☐ ☐ Part VIII. Letter of Authorization
- ☐ Part IX. Complete Application Checklist
- ☐ Part X. Certified Application (Signed application)
- ☐ ☐ A scaled dimensioned map, plat or sketch of the subject property referred to in the application
- ☐ ☐ Concept Plan of the proposed development if applicable

Please note: Supplemental information may be required during plan review to address deficiencies.

X. Certified Application

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date. I understand that the approval of an application for Special Use Permit by The Mayor and Aldermen does not constitute a waiver from any applicable local, state, or federal regulations.

Applicant Name: Jeanna Bonds
Print

Jeanna Bonds
Signature

4/17/2026
Date

Contacts

Planning & Urban Design: 20 Interchange Drive, Administration Building
Savannah, GA, 31415
P.O. Box 1027, Savannah, GA, 31402 (Phone: 912.525.2783)

The Planning Commission: 110 E State St, Savannah, GA, 31401 (Located at the State Street Garage)
P.O. Box 8246, Savannah, GA, 31412 (Phone: 912.651.1440)

RETAIN THIS PAGE

Instructions

1. Applicants shall contact the Secretary to the Zoning Board of Appeals (ZBA) at the MPC, 110 E State St, prior to submitting an application. Call the MPC at 912.651.1440.
2. The application form must be complete according to [Sec. 3.1.4](#) including the appropriate fee and all required supplemental materials before it will be processed and scheduled for a hearing. Failure to submit a completed application will delay placement on an agenda. If the property has been purchased within the last 12 months, please provide a copy of the Deed.
3. All applications must be submitted electronically to planning@savannahga.gov. If the document size is larger than 20 MB, please contact 912-525-2783.
4. A plot plan must be provided when a dimensional variance or use permit is requested. Plot plan criteria are listed below.
5. Supporting documents, such as the written decision that is being appealed (and specifics on why the decision is in error), or the associated COA Staff Report/Decision, Subdivision Staff Report/Decision, Site Permit Staff Report, and City Manager Decision must be provided. If Property Owner/Petitioner is not an individual, provide the Georgia Annual Registration.
6. A schedule of the application deadlines as well as the Planning Commission and City Council meetings dates are part of this application.

Zoning Board of Appeals Process (After the Application is Submitted)

1. Once an application submittal is determined to be complete according to [Sec. 3.1.4](#), the MPC will schedule the petition for the next posted ZBA hearing date.
2. The MPC will notify the Petitioner of the public hearing date and time as well as publish a public notification in the newspaper.
3. The Petitioner will receive notification to obtain a Public Notice Sign(s) announcing the petition from the City's Planning & Urban Design Office located at 20 Interchange Drive, Administration Building. The Petitioner must post the sign(s) at least **15 DAYS PRIOR TO THE ZBA MEETING** according to [Sec. 3.2.6](#). If the signs are not posted at least 15 days prior to the meeting, the petition shall be rescheduled. Note, sign(s) may have to be posted for 30 DAYS based on [Sec. 3.2.5.c.1](#).
4. The Petitioner is responsible for removing the sign(s) within 10 days of the ZBA decision.
5. The ZBA agenda, which includes the staff report, will be posted on www.thempc.org no later than 48 hours before the scheduled meeting.
6. The ZBA hearing will be held in the Arthur A. Mendonsa Hearing Room at the MPC, 112 E State Street doorway.
7. Digital presentations must be provided to the Secretary to the ZBA at least two days prior to the hearing. To ensure the protection of its network, the MPC does not allow Petitioners to use thumb drives on its computers. Copies of any materials used to support your petition must be submitted for the record at the time of the hearing. The Petitioner shall provide a sufficient number of copies for the Board and Board secretary.
8. Requests to withdraw, defer or continue a petition is outlined in [Sec. 3.1.7.b](#).
9. A written notice of the ZBA decision will be sent to the Petitioner by the MPC following the meeting.
10. Building permits and approvals will be released upon receipt by the City of the ZBA decision.
11. A variance requiring a building permit shall expire after twelve (12) months from the date of approval if no building permit is issued. If a building permit is issued and expires under the terms of this Ordinance, the variance requiring the building permit shall also become null and void at the same time the building permit expires.
12. An appeal of the final written decision of the ZBA may be taken by filing a petition for certiorari with the Chatham County Superior Court within 30 days of the final action.

Plot Plan Criteria (If you are applying for a dimensional variance or special use approval, a plot plan of the subject property must be submitted with this application. The plot plan must include the below information.)

- North arrow and scale
- Street name(s)
- Dimensions of lot(s)
- Existing and proposed structures on lot (identify each structure - e.g., house, shed, pool)
- Dimensions between all structures and property lines and/or fences
- Location and dimensions of and proposed construction
- Types of fence (for example, chain link, wood, masonry, etc.)
- Proposed landscaping
- Project status (proposed or existing)

The Petitioner will receive notification to obtain and post the Public Notice Sign(s) from the City's Planning & Urban Design Office at least 15 DAYS PRIOR TO THE ZONING BOARD OF APPEALS MEETING.

RETAIN THIS PAGE

2026 Application Submittal Deadlines And Meeting Dates for Zoning Board of Appeals

Application Submittal Deadline <i>(Application submittal deadlines are on Fridays unless otherwise noted.)</i> Submittal Due: 5:00 p.m. Submit Electronically to: planning@savananhga.gov	Zoning Board of Appeals Meeting Dates <i>(All meetings are scheduled for every three weeks on Thursdays unless otherwise noted.)</i> Meeting Time: 10:00 a.m. Meeting Location: MPC, 112 E State St, Arthur A. Mendonsa Hearing Room.
DEC 12	JAN 22
JAN 16	FEB 26
FEB 17	MAR 26
MAR 13	APR 23
APR 20	MAY 28
MAY 15	JUN 25
JUN 15	JUL 23
JUL 17	AUG 27
AUG 14	SEP 24
SEP 14	OCT 22
OCT 9	NOV 19 **3 rd Thursday**
NOV 9	DEC 17 **3 RD Thursday**
DEC 18	JAN 28, 2027

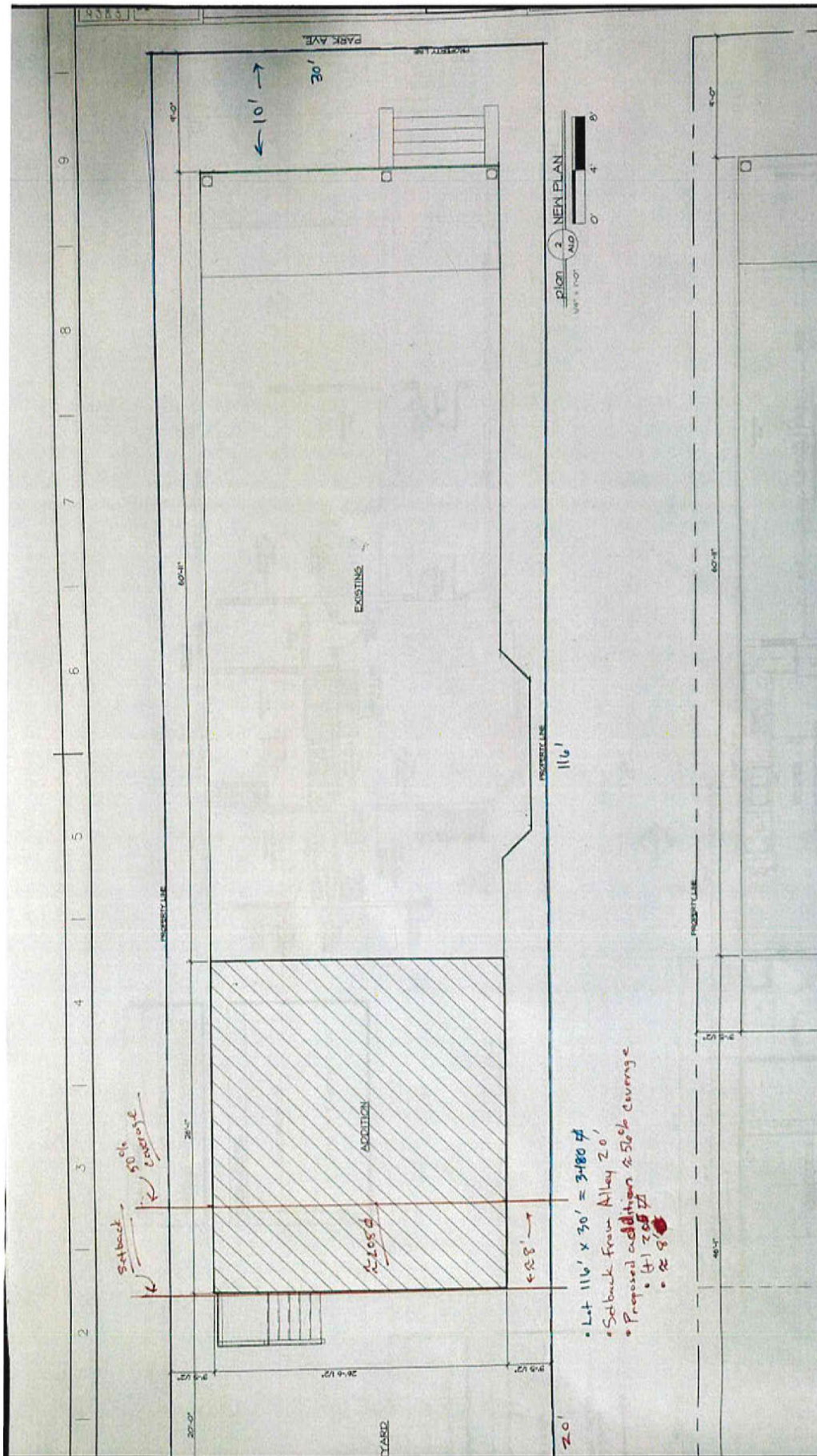
O.C.G.A. § 36-66-4(a): A local government taking action resulting in a zoning decision shall provide for a hearing on the proposed action. At least 15 but not more than 45 days prior to the date of the hearing, the local government shall cause to be published within a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing. The notice shall state the time, place, and purpose of the hearing.

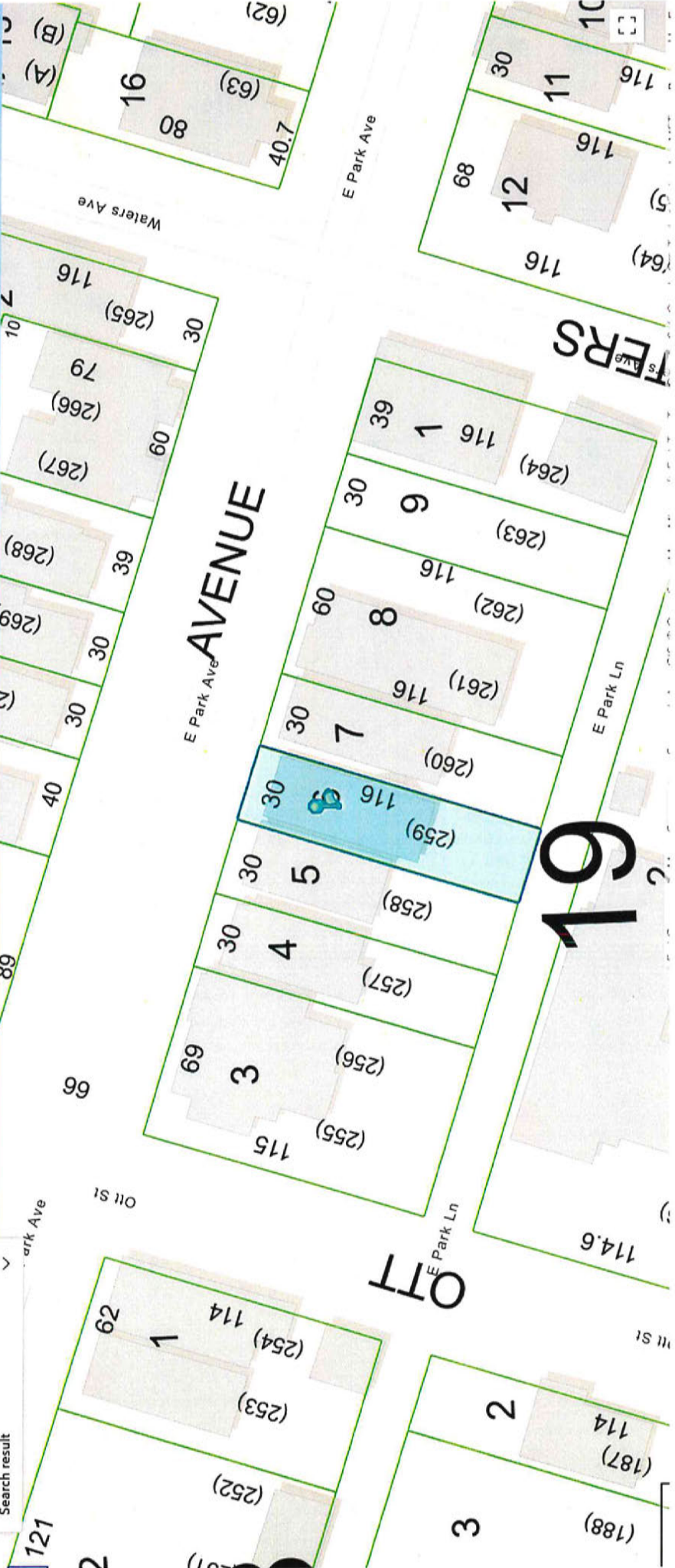
LEGAL PROPERTY DESCRIPTION

The property is situated at 1009 E Park Ave, Savannah, GA 31401, USA and the legal description of the property is as follows: LOT 259 TELFAIR WD, which includes fixtures and improvements located on the property and all rights, privileges and appurtenances associated with it, including but not limited to permits, easements, and cooperative and association memberships (the "Property").

WHY WE ARE REQUESTING A VARIANCE

We are maintaining a single family residence and improving the home by adding a primary suite (bedroom, bath, his/hers closets), a laundry room and flex space. We are requesting a variance of 6% addition to the 50% lot coverage rule. This variance will be consistent with the intent of the Zoning Ordinance and the Comprehensive Plan for the SFR. It maintains room for parking in the back and does not harm the neighborhood look or feel. It is not detrimental to the public health, safety or welfare.





ADDITION/ RENOVATION

1009 E. PARK AVE.

SAVANNAH, GEORGIA

for:

JEANA BONDS

RELEASED FOR CONSTRUCTION 12-31-2025

Sanders Architecture
4007 Winfield Drive
Rincon, Georgia 31326
Gary Sanders, Architect
912-441-3323

ARCHITECTURE
SANDERS ARCHITECTURE
4007 WINFIELD DRIVE
RINCON, GEORGIA 31326
CONTACT: GARY SANDERS
912-441-3323

PROJECT CONTACTS



ARCHITECTURE
SANDERS ARCHITECTURE
4007 WINFIELD DRIVE
RINCON, GEORGIA 31326
CONTACT: GARY SANDERS
912-441-3323

PLAN REVIEW DATA

I. GENERAL DATA

A. PROPERTY ADDRESS: ADDITION/ RENOVATION
JEANA BONDS
1009 E. PARK AVE.
SAVANNAH, GEORGIA

B. MUNICIPAL AUTHORITY: CITY OF SAVANNAH BUILDING DEPARTMENT
305 Abernethy Street
SAVANNAH, GEORGIA 31405
(912) 659-6550

2. CODE REQUIREMENTS

A. APPLICABLE CODES

INTERNATIONAL RESIDENTIAL CODE (IRC)
122-400 STANDARD FOR RESIDENTIAL CONSTRUCTION IN HIGH-RISK REGIONS
WOOD FRAME CONSTRUCTION MANUAL (WFCM)
2009 EDITION
2009 EDITION
2009 EDITION

DRAWINGS INDEX

NO.	DESCRIPTION	DATE	BY	CHK.
1	GENERAL NOTES, SYMBOLS, LEGEND & ABBREVIATIONS			
2	FLOOR & CEILING PLANS			
3	FOUNDATION & ROOF PLANS			
4	SECTIONAL ELEVATIONS			
5	WALL & WINDOW DETAILS			
6	DOOR & WINDOW DETAILS			
7	ROOF FRAMING & ELECTRICAL PLANS			
8	ELEVATIONS			
9	TYPICAL WALL SECTIONS			
10	SECTIONAL NOTES & DETAILS			

AREA INFORMATION:

HEATED / COOLED 602 S.F.

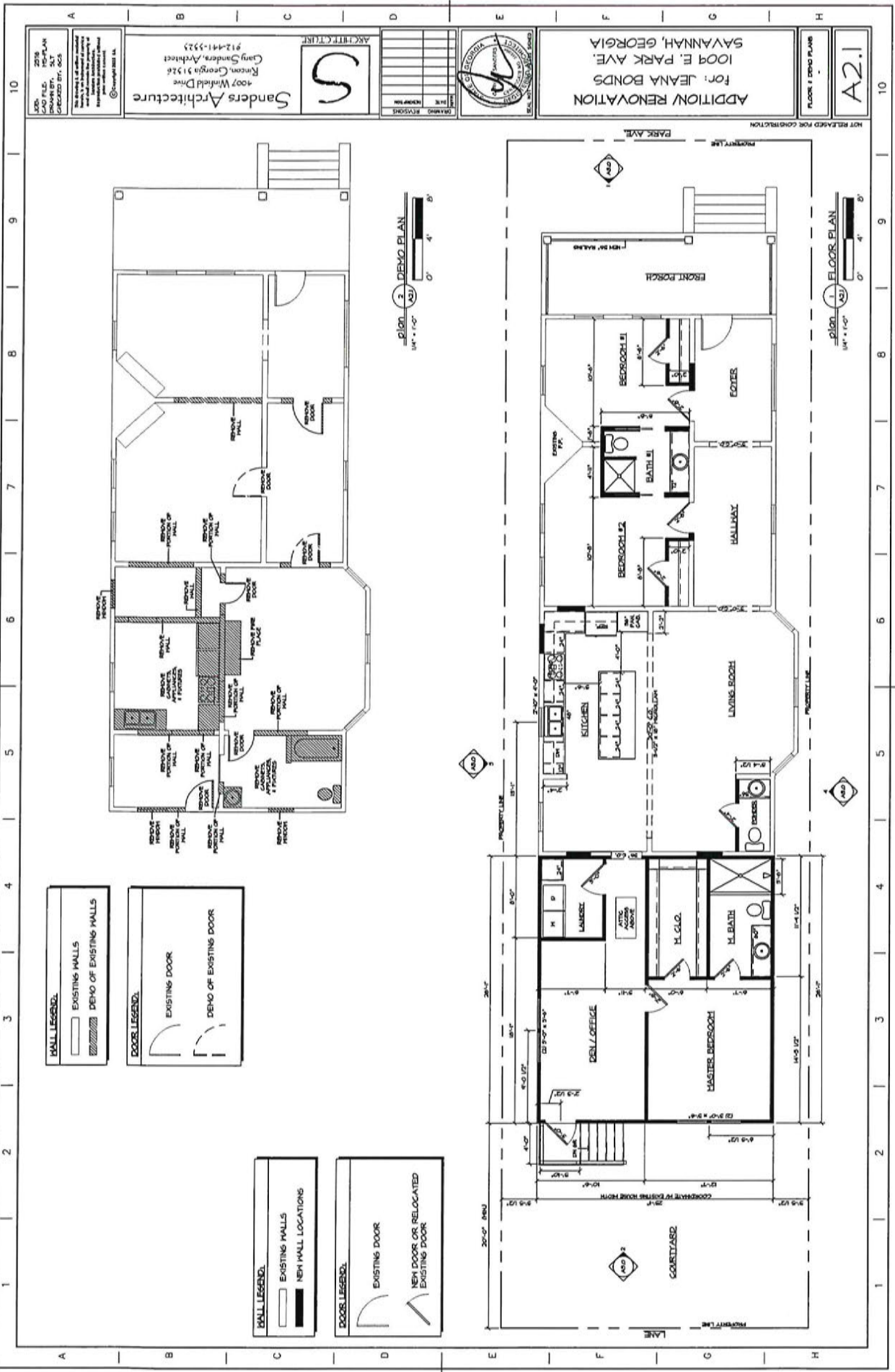
SANDERS ARCHITECTURE
4007 WINFIELD DRIVE
RINCON, GEORGIA 31326
GARY SANDERS, ARCHITECT

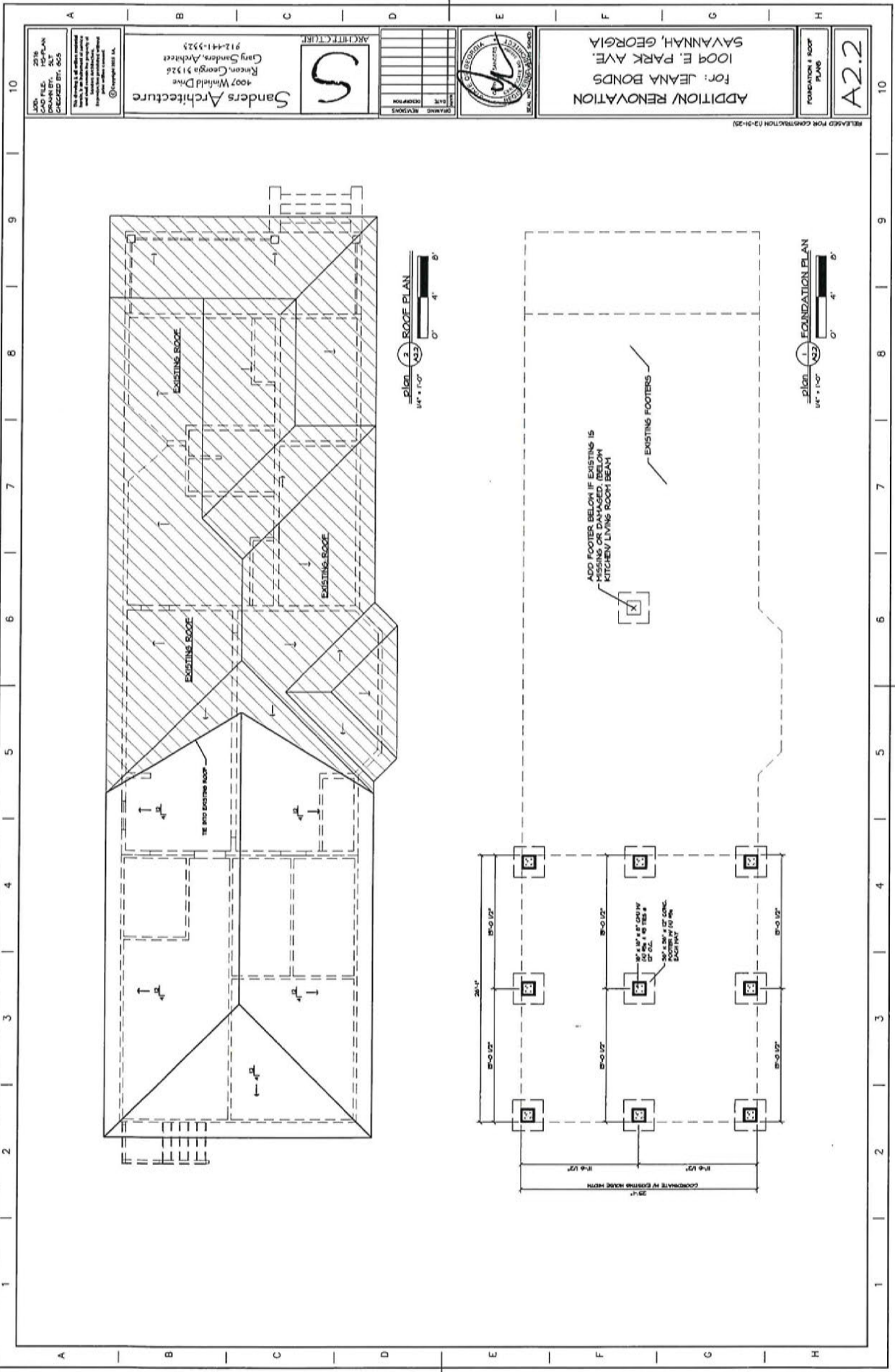


NO.	DATE	REVISION
1		
2		
3		
4		
5		

ADDITION/ RENOVATION
JEANA BONDS
1009 E. PARK AVE.
SAVANNAH, GEORGIA

ISSUE DATE: 12/31/2025
RELINQUISHED FOR CONSTRUCTION 12/31/2025
The issuing of a building permit is a public act.
It is the responsibility of the architect to ensure that the building is constructed in accordance with the approved plans.
© Sanders 2025





2016
LAD FILE
10-PLAN
10-PLAN
10-PLAN
10-PLAN

100%
LAD FILE
10-PLAN
10-PLAN
10-PLAN
10-PLAN

Sanders Architecture
1007 Winfield Drive
Knox, Georgia 31326
912-441-3323
Copyright 2016 SA

S
ARCHITECTURE

DATE
DESCRIPTION
BY
CHECKED
APPROVED

OFFICE OF THE
CLERK OF SUPERIOR COURT
JANUARY 1, 2017

ADDITION/ RENOVATION
FOR: JEANA BONDS
1009 E. PARK AVE.
SAVANNAH, GEORGIA

FOUNDATION & ROOF
PLAN

A2.2

RELEASED FOR CONSTRUCTION (12-31-20)

plan 1 ROOF PLAN
1/4" = 1'-0"

plan 1 FOUNDATION PLAN
1/4" = 1'-0"

ADD FOOTER BELOW IF EXISTING IS
MISSING OR DAMAGED (BELOW
KITCHEN LIVING ROOM BEAM)

EXISTING FOOTERS

18" x 18" x 12" CONC.
EXISTING 12" DIA.
18" x 18" x 12" CONC.
EXISTING 12" DIA.

COORDINATE W/ EXISTING HOUSE WIDTH

FRAMING & CEILING
FRAMING PLANS

ADDITION/RENOVATION
for: JEANA BONDS
1009 E. PARK AVE.
SAVANNAH, GEORGIA

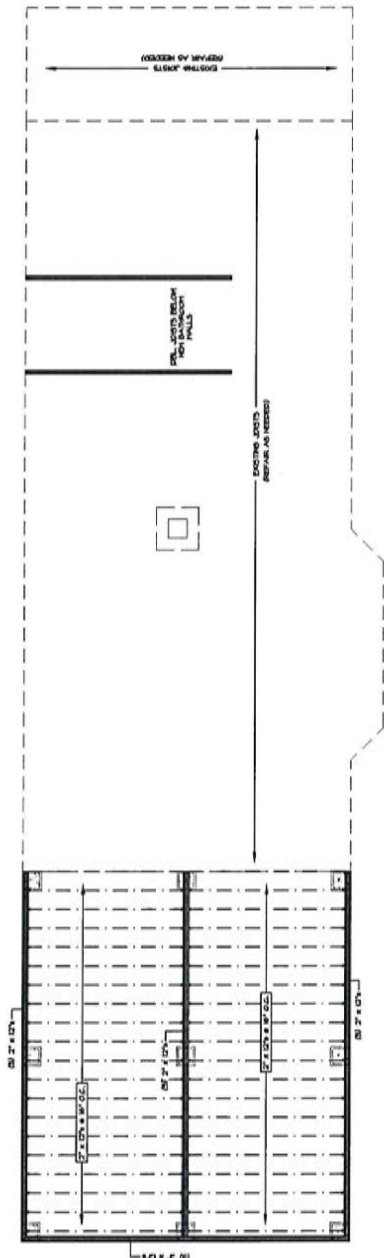


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SNORSA 3M	ONKVA

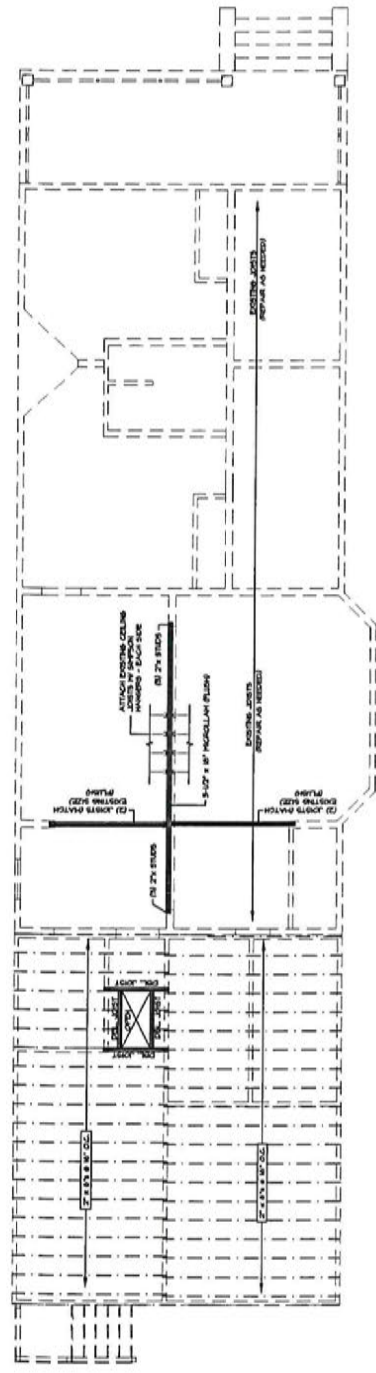
Sanders Architecture
4007 Winfield Drive
Kinston, Georgia 31526
Gary Sanders, Architect
912-441-3323

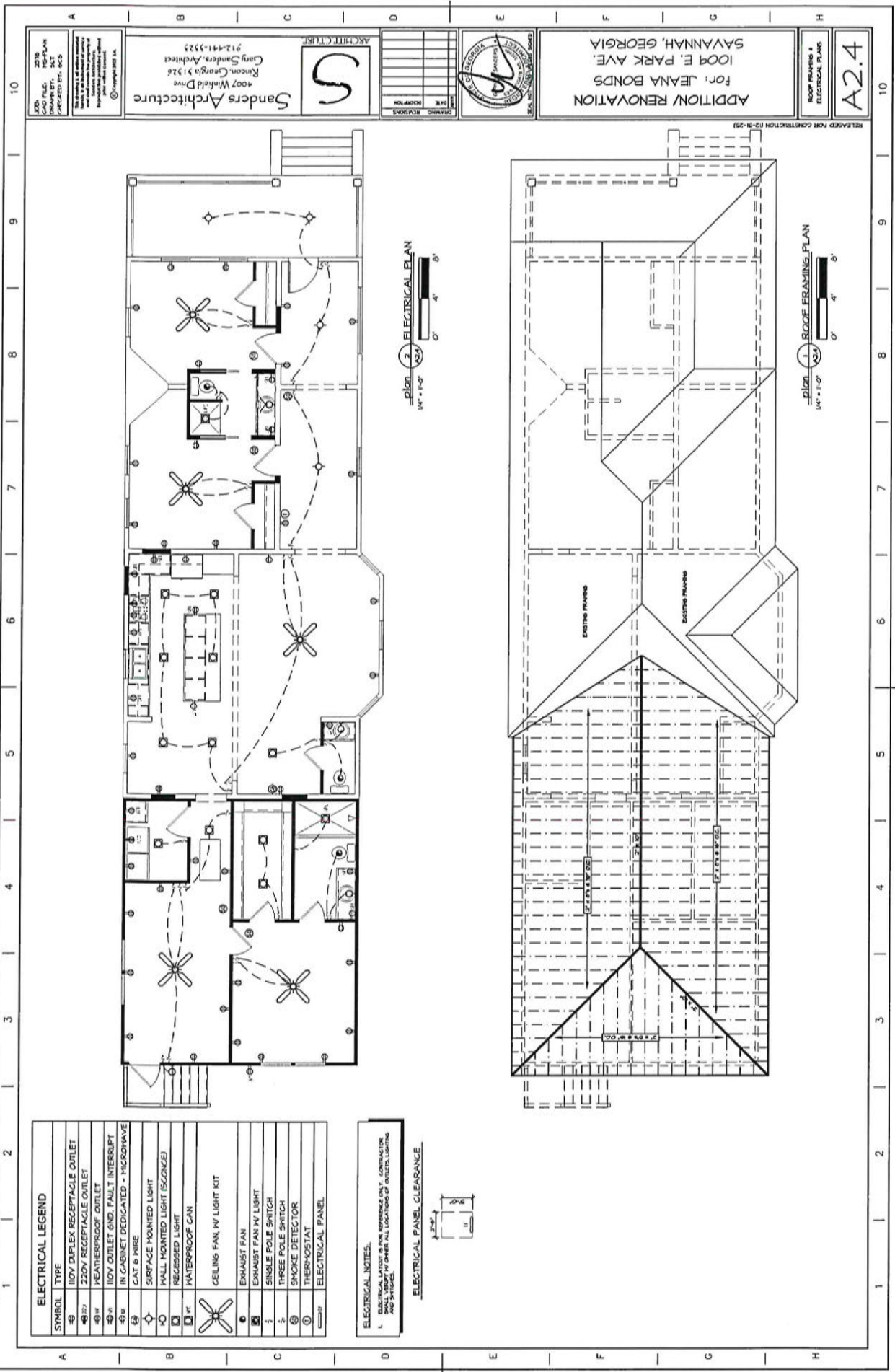
JOE 20710
CAD FILE HS-PLAN
DRAFTER: SLT
CHECKED BY: 665

Plan 1 FLOOR FRAMING PLAN
A23
1/4" = 1'-0"



plan 2 CEILING FRAMING PLAN
1/4" = 1'-0"





ELECTRICAL LEGEND	
SYMBOL	TYPE
	110V DUPLEX RECEPTACLE OUTLET
	220V RECEPTACLE OUTLET
	WEATHERPROOF OUTLET
	110V OUTLET AND FAULT INTERRUPT
	IN CABINET DEDICATED - MICROWAVE
	CAT 6 WIRE
	SURFACE MOUNTED LIGHT
	HALL MOUNTED LIGHT (SCONCE)
	RECESSED LIGHT
	WATERPROOF CAN
	CEILING FAN W/ LIGHT KIT
	EXHAUST FAN
	EXHAUST FAN W/ LIGHT
	SINGLE POLE SWITCH
	THREE POLE SWITCH
	SMOKE DETECTOR
	THERMOSTAT
	ELECTRICAL PANEL

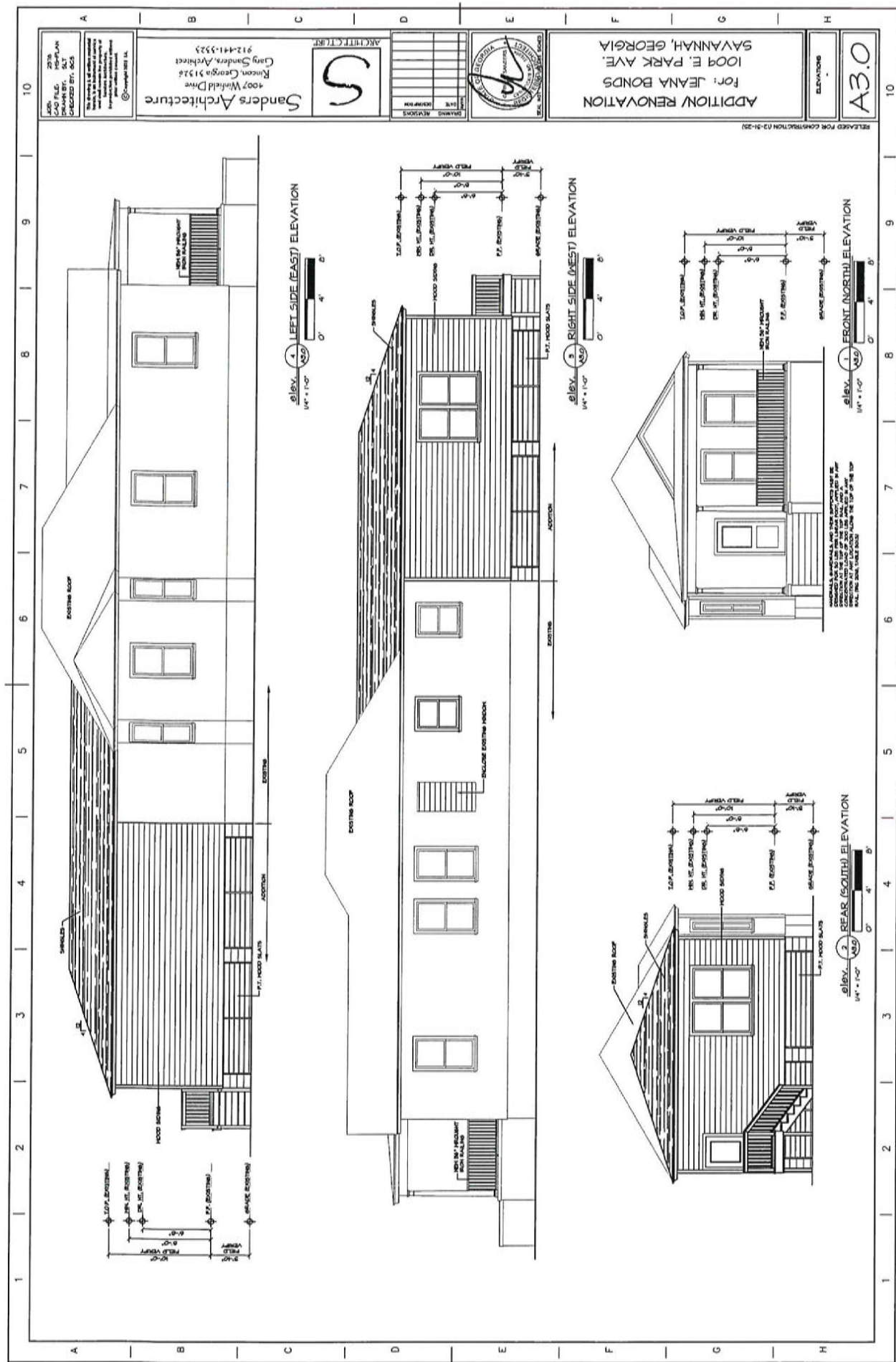
ELECTRICAL NOTES:
1. ELECTRICAL LAYOUT IS FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL LOCATIONS OF OUTLETS, LIGHTING AND SWITCHES.

ELECTRICAL PANEL CLEARANCE:



PLAN 2 ROOF FRAMING PLAN
1/4" = 1'-0"

PLAN 2 ELECTRICAL PLAN
1/4" = 1'-0"



STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Epic 1009 Park LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/21/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/01/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 11/21/2025 1:39:05 PM

BUSINESS INFORMATION

CONTROL NUMBER	25229836
BUSINESS NAME	Epic 1009 Park LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	11/21/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	8735 DUNWOODY PLACE, STE N, ATLANTA, GA, 30350, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Northwest Registered Agent Service, Inc.	8735 DUNWOODY PLACE, STE N, ATLANTA, GA, 30350, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Northwest Registered Agent Service, Inc.	ORGANIZER	8735 DUNWOODY PLACE, STE N, ATLANTA, GA, 30350, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Northwest Registered Agent Service, Inc. by Nat Smith
AUTHORIZER TITLE	Organizer

INITIAL RESOLUTIONS

I, Nat Smith, of Northwest Registered Agent Service, Inc. being the Organizer of Epic 1009 Park LLC, a Georgia Limited Liability Company, hereby resolve to relinquish signing authority to the Managers named below and adopt the following resolutions:

- I. **Resolved**, the named Manager(s) of the Limited Liability Company are hereby named:

Epic Dwellings LLC

- II. **Resolved**, that Epic 1009 Park LLC was organized on 11/21/25 in the State of Georgia with assigned filing number 25229836.

- III. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.

- IV. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If the Manager chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.

- V. **Resolved**, that Manager has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, Managers' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Nat Smith
Organizer

12/01/2025
Date

OPERATING AGREEMENT

FOR

Epic 1009 Park LLC

A MANAGER-MANAGED LIMITED LIABILITY COMPANY

ARTICLE I Company Formation

- 1.1. **FORMATION.** The members have formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the members.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution;
 - (b) Any event which causes the Company's business to become unlawful;
 - (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
 - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least two remaining members, those members have the right to continue the business of the Company. This right can be exercised only by the unanimous vote of the remaining members within ninety (90) days after the occurrence of an event described in ARTICLE 1.3(c). If not exercised, the right of the members to continue the business of the Company will expire.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the managers.
- 1.7. **THE MEMBERS.** The name and residential address of each member are listed in Exhibit 2 attached to this agreement.
- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

ARTICLE II
Capital Contributions

- 2.1. **INITIAL CONTRIBUTIONS.** The Members will initially contribute capital to the Company, as described in Exhibit 3 attached to this agreement. The agreed total value of such property and cash is \$100.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member will be obligated to make any additional contribution to the Company's capital.

ARTICLE III
Profits, Losses and Distributions

- 3.1. **PROFITS/LOSSES.** For financial accounting and tax purposes, the Company's net profits or net losses will be determined on an annual basis. These profits and losses will be allocated to the members in proportion to each member's capital interest in the Company as set forth in Exhibit 2 as amended and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The members will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company or liquidation of a member's interest, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent a member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV
Management

- 4.1. **MANAGEMENT OF THE BUSINESS.** The members holding a majority of the capital interests in the Company, as set forth in Exhibit 2 as amended, may vote to elect a manager or managers. One manager will be elected by the members as Chief Executive Manager. The manager(s) may be a member or non-member. The name and residential address of each manager is attached as Exhibit 1 of this Agreement.
- 4.2. **MEMBERS.** The liability of the members will be limited according to state law. members that are not managers will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company in legal agreements. The managers may seek advice from the members, but need not follow such advice. No member is an agent of any other member of the Company, solely by reason of being a member.
- 4.3. **POWERS OF MANAGERS.** The managers are authorized on the Company's behalf to make all decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
 - (b) the purchase or other acquisition of other assets;
 - (c) the management of all or any part of the Company's assets;

- (d) the borrowing of money and the granting of security interests in the Company's assets;
- (e) the pre-payment, refinancing, or extension of any loan affecting the Company's assets;
- (f) the compromise or release of any of the Company's claims or debts; and
- (g) the employment of persons, firms, or corporations for the operation and management of the Company's business.

The managers are further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

- 4.4. **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager has primary responsibility for managing the operations of the Company and for carrying out the decisions of the managers.
- 4.5. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the managers may designate. The managers have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.6. **COMPANY INFORMATION.** The managers must supply information regarding the company or its activities to any member upon his or her request. Any member or their authorized representative will have access to and may inspect and copy all books, records and materials in the manager's possession regarding the Company or its activities. Access and inspection of information will be at the requesting member's expense.
- 4.7. **EXCULPATION.** Any act or omission of the managers, the effect of which may cause or result in loss or damage to the Company or the members, if done in good faith to promote the best interests of the Company, will not subject the managers to any liability.
- 4.8. **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a member of the Company, manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his or her conduct

was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

4.9. **RECORDS.** The managers must keep the following at the company's principal place of business or other location:

- (a) A current list of the full name and the last known street address of each member;
- (b) A copy of the formation documents and this agreement and all amendments;
- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

ARTICLE V

Compensation

5.1. **MANAGEMENT FEE.** Any manager rendering services to the Company is entitled to compensation proportionate with the value of those services.

5.2. **REIMBURSEMENT.** The Company must reimburse the managers or members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1. **BOOKS.** The managers will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The managers may select the method of accounting and the company's accounting period will be the calendar year.

6.2. **MEMBER'S ACCOUNTS.** The managers must maintain separate capital and distribution accounts for each member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

- (a) Any additional capital contribution made by the member;
- (b) Credit balances transferred from the member's distribution account to his or her capital account;

and decreased by:

- (x) Distributions to the member in reduction of Company capital;
- (y) The member's share of Company losses if charged to his or her capital account.

6.3. **REPORTS.** The managers will close the books of account after the close of each calendar year and will prepare and send to each member, a statement of such member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII
Transfers

- 7.1. **ASSIGNMENT.** If a member proposes to sell, assign, or otherwise dispose of all or any part of his or her interest in the Company, that member must first make a written offer to sell his or her interest to the other members at a price determined by mutual agreement. If the other members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee will have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee will only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled.

ARTICLE VIII
Dissolution

- 8.1. **DISSOLUTION.** The member(s) may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must pay its debts first before distributing cash, assets, and/or initial capital to the member or the members interests. The dissolution may only be ordered by the member(s), not by the owner of the members interests.

CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member as of this 1st day of December, 2025.

Members:

Name	<u>XXXX8525 Dwellings LLC</u>	Percent	<u>100</u> %	X	<u>Epic Dwellings LLC</u>
Address	<u>8735 Dunwoody Place December 1 Atlanta GA 30350</u>				
Name	_____	Percent	_____ %	X	_____
Address	_____				
Name	_____	Percent	_____ %	X	_____
Address	_____				
Name	_____	Percent	_____ %	X	_____
Address	_____				

EXHIBIT 1
LISTING OF MANAGERS

By a majority vote of the members the following managers were elected to operate the Company pursuant to ARTICLE 4 of the Agreement:

25 Jeanna Bonds

Printed Name

Jeanna Bonds

Chief Executive Manager

1309 Coffeen Avenue 82801

Address

Suite 1200

Sheridan

WY

82801

Printed Name

Title

Address

The above listed manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 1st day of December, 2025.

Epic Dwellings LLC
Signature of Member

Jeanna Bonds
Signature of Member

Signature of Member

Signature of Member

EXHIBIT 2
LISTING OF MEMBERS

As of the 1st day of December, 2025 the following is a list of members of the Company:

Name Epic Dwellings LLC Percent 100 % X *Epic Dwellings LLC*
Address 8735 Dunwoody Place Ste N Atlanta GA 30350

Name _____ Percent _____ % X _____
Address _____

Name _____ Percent _____ % X _____
Address _____

Name _____ Percent _____ % X _____
Address _____