

AGENDA

GAUTIER PLANNING COMMISSION

JULY 7, 2011

6:00 P.M.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE (VOLUNTEER)**
- III. APPROVAL OF MINUTES - (JUNE 2, 2011)**
- IV. APPROVAL OF AGENDA**
- V. PUBLIC COMMENTS
(MATTERS OF THE PLANNING COMMISSION NOT LISTED ON THE AGENDA)**
- VI. OLD BUSINESS**

NONE
- VII. NEW BUSINESS**
 - A. LEGISLATIVE
 - 1. CONDISER AN AMENDMENT TO ARTICLE VI OF THE UNIFIED DEVELOPMENT ORDINANCE ADOPTING A DESIGN OVERLAY DISTRICT FOR ACADIAN VILLAGE SUBDIVISION (STAFF) GPC CASE #11-21-UDO
- VIII. DIRECTOR'S REPORT**
- IX. ADJOURN**

Gautier Planning Commission

Regular Meeting Agenda

July 7, 2011

VII. NEW BUSINESS

A. LEGISLATIVE

1. CONSIDER AN AMENDMENT TO ARTICLE VI OF THE UNIFIED DEVELOPMENT ORDINANCE ADOPTING A DESIGN OVERLAY DISTRICT FOR ACADIAN VILLAGE SUBDIVISION (STAFF) GPC CASE #11-21-UDO

Synopsis: Consideration of an amendment to the UDO to adopt a design overlay district for Acadian Village Subdivision to supplement zoning with additional design standards.

**CITY OF GAUTIER
STAFF MEMORANDUM**

To: Gautier Planning Commission Chairperson and Members

From: Babs Logan, Planning Technician

Through: Samantha D. Abell, Planning and Economic Development Director

Date: June 30, 2011

Subject: GPC CASE #11-21-UDO | Consideration of an Ordinance Amending Article VI to adopt a Design Overlay District for Acadian Village Subdivision.

REQUEST:

The purpose of the design overlay district is to supplement zoning with additional design standards for the Acadian Village Subdivision. Since March 2011, the Economic Development Department and City Officials have met with subdivision residents regarding their concerns over the dissolution of Chateau Development LLC. One main concern is that without the LLC or a homeowners association, there is little design control for future development.

BACKGROUND:

Section 4.20 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Unified Development Ordinance. The Gautier Planning Commission (GPC) shall review a proposal for an amendment and shall make an advisory recommendation to the City Council as to the need and justification for the change.

Following a June 22nd advertised public hearing by the GPC on July 7th, the Ordinance to amend the City's UDO will be considered for approval by the City Council on July 19th.

DISCUSSION:

The purpose of the design overlay district is to require that any new construction be designed compatible to existing homes within Acadian Village Subdivision to protect existing homeowners and continue the original intended design for the Planned Unit Development. For reference in preparing the proposed ordinance, Staff has utilized Acadian Village Subdivision's covenants and restrictions.

If approved, Article VI of the City's Unified Development Ordinance shall be amended to read (underline is new):

Section 6.9 Acadian Village Subdivision Overlay District

6.9.1 Purpose of District

The purpose and intent of the Acadian Village Subdivision Overlay District is to ensure that infill residential development and additions to existing buildings are compatible with the precedent established within the existing neighborhood in terms of structural orientation, design, height, lot dimensional requirements and other site spatial relationships.

The Acadian Village Subdivision Architectural Review Committee shall be comprised of three (3) homeowners from the Acadian Village Subdivision, in addition to members of the City's Technical Review Committee.

6.9.2 Location

Jackson County Parcel Numbers 84000001.000 - 84000040.000 and 82431010.050.

6.9.3 Uses Permitted

One and two story residences with a minimum of one thousand seven hundred fifty (1,750) square feet of living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise approved by Acadian Village Subdivision Architectural Review Committee.

6.9.4 Uses Which May Be Permitted as Use Permits

The following uses must have prior approval by the Acadian Village Subdivision Architectural Review Committee:

1. Fences
2. Signs
3. Outbuildings and Structures
4. Antennas or Satellite dishes 3.5 feet in diameter or larger
5. Architectural Elevations

6.9.5 Building Regulations

The Acadian Village Subdivision Architectural Review Committee shall approve all home plan elevations.

Principal and Accessory Buildings:

Materials: The Acadian Village Subdivision Architectural Review Committee shall approve building materials, colors and specifications for all exterior materials and colors. All homes must be designed in the Acadian-Style architecture and conform to the aesthetic context of the other homes in the neighborhood. The predominant building veneer shall be face brick. An

acceptable amount of fiber-cement siding and trim may be used, (mainly for roof dormers), if approved by the Acadian Village Architectural Review Committee. Under no circumstances shall vinyl be permitted for any use other than for the soffit enclosure.

Quality of Construction: All construction shall be in compliance with the City of Gautier's zoning and building requirements.

Use of Existing Home Plans: No two identical homes are allowed. There shall be no more than two of the same home plans constructed in Acadian Village Subdivision. If a home plan has been previously built, it may be re-used ONLY if the following criteria are met:

- 1) There shall be no more than '1' instance of the same home plan having been constructed.
- 2) The second home must be 'reversed' on site and use differing material colors so as not to 'look' the same as the existing home.

6.9.6 Site Regulations

Minimum Lot Size: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of Acadian Village Subdivision. This restriction shall also strictly prevent any person from combining two or more said lots, as shown by the official plat of Acadian Village Subdivision, into a single building site for one residence or dwelling house.

Location of Residence: The Acadian Village Subdivision Architectural Review Committee shall review and approve the location, position and placing of the residence on the lot.

Site Maintenance: All lots must be properly maintained including mowing, weed control and trash removal.

6.9.7 General Regulations

Driveways and Sidewalks: Location of all driveways and sidewalks shall be approved by the Acadian Village Subdivision Architectural Review Committee. All driveways shall be paved with washed aggregate. All new construction shall include a washed aggregate sidewalk completed to both side lot lines. The location of the sidewalk to the front door shall likewise be of washed aggregate and the location thereof shall be approved by the Arcadian Village Subdivision Architectural Review Committee.

Vehicles: No mobile home, tractor, boat, trailer or RV vehicle shall be placed on any lot or on subdivision streets either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

Miscellaneous: The Acadian Village Subdivision Architectural Review Committee shall also approve the composition of exposed exterior steps, location and appearance of drainage culverts

and retaining walls, all landscaping, exterior lighting, and location and material for all mailboxes and mailbox posts.

Uses and structures legally existing at the time of adoption of this overlay district shall not become nonconforming solely by virtue of adoption of the district. Notwithstanding this provision, any changes or additions to uses or structures in the district that occur after the date of adoption of the district, shall comply with the provisions of the adopted district.

In the event of a conflict between the provisions of the Acadian Village Subdivision Overlay District and the underlying base zoning district regulations, the provisions of the overlay district shall prevail.

RECOMMENDATION:

Staff recommends approval of the ordinance to amend Article VI of the City's Unified Development Ordinance. The Commission may:

1. Recommend that City Council Approve the Ordinance;
2. Recommend that City Council Approve the Ordinance with Changes; or
3. Recommend that City Council Disapprove the Ordinance.

ATTACHMENTS:

Ordinance

Acadian Village Covenants & Restrictions

Neighborhood Email Correspondence

45 One and two story residences with a minimum of one thousand seven hundred fifty (1,750) square feet of
46 living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise
47 approved by Acadian Village Subdivision Architectural Review Committee.

48
49 **6.9.4 Uses Which May Be Permitted as Use Permits**
50

51 The following uses must have prior approval by the Acadian Village Subdivision Architectural Review
52 Committee:

- 53
54 1. Fences
55 2. Signs
56 3. Outbuildings and Structures
57 4. Antennas or Satellite dishes 3.5 feet in diameter or larger
58 5. Architectural Elevations
59

60 **6.9.5 Building Regulations**
61

62 The Acadian Village Subdivision Architectural Review Committee shall approve all home plan
63 elevations.

64 Principal and Accessory Buildings:
65

66
67 Materials: The Acadian Village Subdivision Architectural Review Committee shall approve building
68 materials, colors and specifications for all exterior materials and colors. All homes must be designed in
69 the Acadian-Style architecture and conform to the aesthetic context of the other homes in the
70 neighborhood. The predominant building veneer shall be face brick. An acceptable amount of fiber-
71 cement siding and trim may be used, (mainly for roof dormers), if approved by the Acadian Village
72 Architectural Review Committee. Under no circumstances shall vinyl be permitted for any use other than
73 for the soffit enclosure.

74
75 Quality of Construction: All construction shall be in compliance with the City of Gautier's zoning and
76 building requirements.

77
78 Use of Existing Home Plans: No two identical homes are allowed. There shall be no more than two of the
79 same home plans constructed in Acadian Village Subdivision. If a home plan has been previously built, it
80 may be re-used ONLY if the following criteria are met:

- 81 1) There shall be no more than '1' instance of the same home plan having been constructed.
82 2) The second home must be 'reversed' on site and use differing material colors so as not to 'look'
83 the same as the existing home.

84 **6.9.6 Site Regulations**
85

86 Minimum Lot Size: No residence shall be constructed in the subdivision on a less quantity of ground than
87 the whole of one entire lot, as shown by the official plat of Acadian Village Subdivision. This restriction
88 shall also strictly prevent any person from combining two or more said lots, as shown by the official plat
89 of Acadian Village Subdivision, into a single building site for one residence or dwelling house.
90

91 Location of Residence: The Acadian Village Subdivision Architectural Review Committee shall review
92 and approve the location, position and placing of the residence on the lot.

93
94 Site Maintenance: All lots must be properly maintained including mowing, weed control and trash
95 removal.

96
97 **6.9.7 General Regulations**

98
99 Driveways and Sidewalks: Location of all driveways and sidewalks shall be approved by the Acadian
100 Village Subdivision Architectural Review Committee. All driveways shall be paved with washed
101 aggregate. All new construction shall include a washed aggregate sidewalk completed to both side lot
102 lines. The location of the sidewalk to the front door shall likewise be of washed aggregate and the
103 location thereof shall be approved by the Arcadian Village Subdivision Architectural Review Committee.

104 Vehicles: No mobile home, tractor, boat, trailer or RV vehicle shall be placed on any lot or on subdivision
105 streets either temporarily or permanently. Each owner shall provide for parking for at least two (2)
106 automobiles per owner for each dwelling owned or maintained by such owner.

107
108 Miscellaneous: The Acadian Village Subdivision Architectural Review Committee shall also approve the
109 composition of exposed exterior steps, location and appearance of drainage culverts and retaining walls,
110 all landscaping, exterior lighting, and location and material for all mailboxes and mailbox posts.

111
112 Uses and structures legally existing at the time of adoption of this overlay district shall not become
113 nonconforming solely by virtue of adoption of the district. Notwithstanding this provision, any changes
114 or additions to uses or structures in the district that occur after the date of adoption of the district, shall
115 comply with the provisions of the adopted district.

116
117 In the event of a conflict between the provisions of the Acadian Village Subdivision Overlay District and
118 the underlying base zoning district regulations, the provisions of the overlay district shall prevail.

119
120

121 **Section 3. Conflicts**

122 All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of
123 such conflict.

124 **Section 4. Severability**

125 If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof
126 to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other
127 provisions or applications of this ordinance which can be given effect without the invalid or
128 unconstitutional provision or application, and to this end the provisions of this ordinance are declared
129 severable.

130 **Section 5. Effective Date**

131 This Ordinance shall take effect immediately upon approval by the City Council and signature of
132 the Mayor.

133

134

135 Adopted: _____

136

Tommy Fortenberry, Mayor

137 Attest:

138 _____

139 Wendy McClain, City Clerk

Approved as to form and legal sufficiency.

140 New language is underlined.

141 Deleted language is ~~stricken~~.

12

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ACADIAN VILLAGE SUBDIVISION
CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the 1 day of October, 2008, A.D., by CHATEAU DEVELOPMENT, LLC, a Mississippi limited liability company (hereinafter call "Declarant");

WITNESSETH:

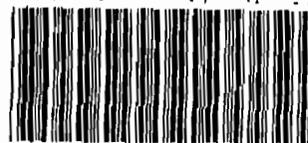
WHEREAS, Declarant is the owner of certain real property situated in Jackson County, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community; (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; hereby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having a right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Acadian Village Subdivision as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Jackson County, Mississippi, shall be known, used and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand seven hundred and fifty (1,750) square feet of living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.



200825317 16 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$50.00
#200825317 BK: 1556 PG: 775-790
10/14/2008 10:12 AM 16 PGS
JGARULO, DC Rept#015823

3. **LOT SIZE:** No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision. This Restriction shall also strictly prevent any person from combining two or more said lots, as shown by the official plat of said subdivisions, into a single building site for one residence or dwelling house.

4. **SETBACKS:** For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the Lot. All construction shall be in compliance with the city zoning requirement.

5. **REQUIREMENTS FOR DWELLING:** In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee shall have approved the exterior appearances and color of the residence, including, but not limited to brand, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks (hereinafter addressed), trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps, location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts, and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish approved building materials, colors and specifications for all exterior materials and colors. All driveways shall be paved with washed aggregate. All sidewalks shall be completed to both side lot lines, also with washed aggregate. The location of the sidewalk to the front door shall likewise be of washed aggregate and the location thereof

shall be approved by the Architect Review Committee. All construction in the subdivision must be conducted between the hours of 7:00 a.m. and 8:00 p.m. No construction shall be allowed on Sundays.

All lots purchased must be maintained to the satisfaction Chateau Development, LLC, the Acadian Village Subdivision Homeowner's Association created in Paragraph 7 hereinafter and the Architectural Review Committee created in Paragraph 9 hereinafter. Each lot must be properly maintained including mowing, weed control, trash removal to the degree that each lot will have a proper appearance. No partial construction, debris or any other trash can be left on any lot. Each owner is responsible for the yearly assessment of dues for the Homeowners' Association hereinafter addressed.

6. COMMON AREA MAINTENANCE: Acadian Village Subdivision Homeowners' Association created in these covenants in Section 1 of Paragraph 7, shall annually assess to lot owners of record pro-rated cost of the upkeep of the common areas. The assessment due from Chateau Development, LLC will be \$50.00 per lot, per year. The assessment due from other lot owners shall be that which is assessed by Acadian Village Subdivision Homeowners' Association mentioned above.

7. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will at its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Acadian Village Subdivision Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of record, as that term is herein defined, shall be a member of the Acadian Village Subdivision Homeowners Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall

perform the duties and responsibilities as set forth herein, in addition to any other duties which said Association members shall determine.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the

Association. Class A Member shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, if any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Property: In every case, the membership of both Class A and Class B members shall be an appurtenance to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

8. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed there for whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for as hereinafter provided. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be assessed monthly. Class B Members shall be exempted from assessments on lots Declarant owns until either (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph. The Declarant or Homeowners'

Association, as the case may be, shall have the authority to place a lien on any lot where the owner thereof has defaulted in the payment of such assessments.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, whether or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the members' proportionate share of the sum required by the Association, as estimated by its Board of Directors to meet its annual expenses, including but in no way limited to the following:

(i) The cost of operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Acadian Village Subdivision without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual

assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate of eight percent (8%) per annum.

The Association may bring an action at law against the owner personally

obligated to pay the same, or foreclose the lien against the property provided, however, that the Association shall not be required to pursue either remedy and that all decisions are within the sole discretion of the Association. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessments, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed _____ Dollars (\$ _____) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or

transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. **ARCHITECTURAL COMMITTEE:** There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant. After the Declarant has sold its last lot in the subdivision, the Architectural Review Committee shall be appointed annually by the Acadian Village Subdivision Homeowners' Association.

The Architectural Review Committee shall be responsible for the approval of all home plan elevations. No more than three of the current Acadian Village home plan elevations can be built in the subdivision. Current elevation plans include, but are not limited to, the list which will be provided to a purchaser by Chateau Development, LLC or any future purchaser. Current elevations can be altered structurally and/or cosmetically, but prior consent in writing must be obtained from Chateau Development, LLC and the Architectural Review Committee before construction can commence.

No more than three exact, like, common elevations can be built in the subdivision without the prior written consent of Chateau Development, LLC and the said Architectural Review Committee.

10. **INSURANCE:**

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to

substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction of the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to recover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which the lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

11. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed within a dwelling located upon a particular parcel. Without limiting the general provisions here; this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic reception of the neighbors. Notwithstanding anything contained in this Paragraph 11 to the contrary, antennas, or satellite dishes, shall be allowed if less than 3 ½ feet in diameter. Furthermore, the Architect Review Committee may, under special circumstances determined by that committee, permit an antenna of any size to be located in any location.

12. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee.

13. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are allowed to roam freely within the subdivision.

14. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

15. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

16. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the

same. Any such variances shall be in writing and may, at the option of the Declarant, be filed for record. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within nine (9) months from starting date.

17. **ENFORCEMENT:** If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contained, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages there from, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said condition, restriction or covenant.

18. **SEVERABILITY:** If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any

[THIS PORTION OF PAGE 12 LEFT BLANK INTENTIONALLY]

such holding shall not affect the validity and effectiveness of the other conditions, restrictions and covenants contained herein.

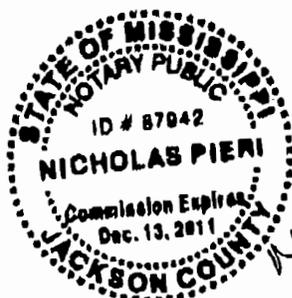
19. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they were executed, and upon expiration of said thirty (30) year period the Covenants shall automatically be extended for additional terms of ten (10) years each.

20. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building Restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Jackson County, Mississippi.

WITNESS THE SIGNATURE of the Declarant on the 1st day of October, 2008.

CHATEAU DEVELOPMENT, LLC,
a Mississippi limited liability company

BY: William Greg Smith
WILLIAM GREG SMITH, Managing
Member



Nicholas Pieri

The following current lot owners hereby execute this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ACADIAN VILLAGE SUBDIVISION, CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI, in order to evidence their consent to the imposition of this document and its provisions on each of their lots and agree that the same shall be a covenant running with the land, to-wit:

LOT 2, 3936 ACADIAN VILLAGE DRIVE

BY: _____
JENNIFER M. ABENDON

BY: _____
SIELITA C. ABENDON

LOT 10, 3904 ACADIAN VILLAGE DRIVE

BY: _____
DAVID J. PROCHNOW

BY: _____
KATHY A. PROCHNOW

LOT 11, 3900 ACADIAN VILLAGE DRIVE

BY: *Shane P. Baber*
SHANE P. BABER

BY: *Jenna Baber*
JENNA BABER

LOT 17, 3812 ACADIAN VILLAGE DRIVE

BY: *Brian Scott Moorehead*
BRIAN SCOTT MOOREHEAD

BY: *Tanya B. Moorehead*
TANYA B. MOOREHEAD

LOT 18, 3808 ACADIAN VILLAGE DRIVE

BY: *Russell C. Parker*
RUSSELL C. PARKER

BY: *Jennifer R. Parker*
JENNIFER R. PARKER

LOT 25, 3875 CHATEAU COVE

BY: *Brian Gourges*
BRIAN GOURGES

BY: *Stephanie Gourges*
STEPHANIE GOURGES
... Stefanie Gourges

LOT 27, 3833 CHATEAU COVE

BY: [Signature]
DUSTEY WALLEY

BY: [Signature]
AMY WALLEY

LOT 31, 3849 CHATEAU COVE

BY: [Signature]
ROY W. HARMON, JR.

BY: [Signature]
DONNA A. HARMON

LOT 34, 3901 ACADIAN VILLAGE DRIVE

BY: [Signature]
WILLIE G. EVERETT

LOT 40, 3939 ACADIAN VILLAGE DRIVE

BY: [Signature]
MARY T. NGUYEN

BY: [Signature]
MYLINH NGUYEN

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of October, 2008, within my jurisdiction, the within named **WILLIAM GREG SMITH**, who acknowledged that he is the **MANAGING MEMBER OF CHATEAU DEVELOPMENT, LLC**, a Mississippi limited liability company, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized to do.



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI

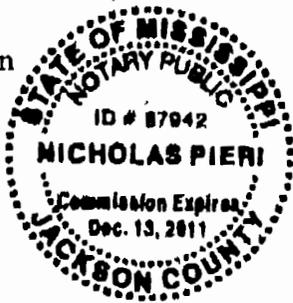
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the aforesaid State and County the within named, Shane P Baber, Jenna Baber, Brian S Moorehead, Tanya B. Moorehead, Russell C Parker, Jennifer R Parker, Brian Georges, Stephanie Georges, Dusty Wall, Amy Walley, Roy Harmon, Donna Harmon, Willie Everett, Mary Nguyen, Phyllis Nguyen who, being first duly sworn, acknowledged to me that they signed, executed, and delivered the aforesaid instrument on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and official seal, this the 14th day of October, A.D. 2008.

By: Nicholas Pieri

Expiration



(Seal)

Lots included 1 - 40
Lots not included 2, 10

Samantha Abell

From: Craig Crawley [rcrcrawley@cableone.net]
Sent: Friday, July 01, 2011 8:30 AM
To: blogan@gautier-ms.gov
Cc: sabell@gautier-ms.gov; dwalley@communitybank.net; RussParker22@yahoo.com; harmoncrew@cableone.net; 'Misty Crawley'
Subject: RE: Acadian Village Overlay District Ordinance

Babs, We have reviewed the attached document and would like to add/modify the following:

6.9.5 Building Regulations, Materials:

Please add the following: **All homes must be designed in the Acadian-Style architecture and conform to the aesthetic context of the other homes in the neighborhood. The predominant building veneer shall be face brick. An acceptable amount of fiber-cement siding and trim may be used, (mainly for roof dormers), if approved by the Acadian Village Architectural Review Committee. Under no circumstances shall vinyl be permitted for any use other than for the soffit enclosure.**

6.9.7 Site Regulations, Location of Residence:

Please replace the word 'establish' with '**review and approve**'. *This reads right now as if it is the Architectural Review Committee's responsibility to site the home. It is the responsibility of the new owner and builder to site the home according to the established setbacks on the neighborhood plat. The Architectural Review Committee will review and help ensure the location of the new home is within the governing boundary limits - this is ultimately enforced by the City of Gautier building officials.*

6.9.7 General Regulations, Driveways and Sidewalks:

Please omit the following sentence: All sidewalks shall be completed to both side lot lines, also with washed aggregate.

Replace with the following: **All new construction shall include a washed aggregate sidewalk completed to both side lot lines.**

6.9.5 Building Regulations, Principal and Accessory Buildings:

Please add the following sub category:

Use of Existing Home Plans: No two identical homes are allowed. There shall be no more than two of the same home plans constructed in Acadian Village Subdivision. If a home plan has been previously built, it may be re-used ONLY if the following criteria are met:

- 1) There shall be no more than '1' instance of the same home plan having been constructed.
- 2) The second home must be 'reversed' on site and use differing material colors so as not to 'look' the same as the existing home.

Can you please make the modifications above and allow us to review it one more time? We will reply before the end of the day (sooner if necessary) today with final approval.

Thanks,
Craig

From: babs [<mailto:blogan@gautier-ms.gov>]
Sent: Thursday, June 30, 2011 4:28 PM
To: 'Craig Crawley'
Cc: Samantha Abell
Subject: Acadian Village Overlay District Ordinance

Mr. Crawley,

Please look over the attached proposed ordinance establishing the overlay district for Acadian Village and give us your comments.

I apologize for the rush but we need your response as soon as possible.

Thanks

Babs Logan
Planning Technician
City of Gautier
3305 Gautier-Vancleave Road
Gautier, MS 39553
Ph: 228-497-8026
Fax: 228-497-1038
Email: blogan@gautier-ms.gov
Web: www.gautier-ms.gov



Samantha Abell

From: Craig Crawley [rccrawley@cableone.net]
Sent: Thursday, June 30, 2011 5:14 PM
To: sabell@gautier-ms.gov
Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; jfjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov
Subject: RE: Design Overlay District
Attachments: FW: Acadian Village Subdivision (38.2 KB)

Many thanks Samantha,

Just to give you all an update. I hope you don't think we have been lazy about our neighborhood upkeep and the perimeter fence that is still down. We are all disgusted by what has been happening with the developer and are desperate for the saga to end. We feel we're close. Per the attached email, we have been waiting for Chateau Development to resolve their financial obligations with their bank. The original guy that let us go... is no longer with Chateau. The remaining partners were unaware of the goings on and have expressed regret for what has taken place. They are essentially purchasing all remaining lots from the bank along with transfer of title/deed. The bank will no longer be involved at all. We have been told by Chateau's attorney that once the transaction has been completed, they will participate financially with all of us to get the neighborhood back to what we all expected when we moved in here. As you can see from the attached emails, we expect this to happen very soon as such we expect to form the Association at that time with Chateau's involvement. We will, ASAP, get our neighborhood back....

I received an email from Roxanne a few days ago expressing her interest in helping us form the Association. We will definitely be requesting her presence at the meeting as soon as we establish a time for it... hopefully no later than week after next (again, according to the emails we receive attached).

Thanks again for working with us and not letting us slip through the cracks!..

Craig

From: Samantha Abell [mailto:sabell@gautier-ms.gov]
Sent: Thursday, June 30, 2011 4:47 PM
To: 'Craig Crawley'
Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; jfjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov
Subject: RE: Design Overlay District

Craig,
Thank you for the feedback. Our planning staff has drafted an ordinance of a design overlay district for Acadian Village Subdivision. Babs Logan will email you shortly. Keeping in mind your feedback that the subdivision may soon form a homeowners association, you may choose to request the city rescind this overlay district at some point in the future.

Thanks

From: Craig Crawley [mailto:rccrawley@cableone.net]
Sent: Friday, June 24, 2011 1:41 PM
To: sabell@gautier-ms.gov

Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; ifjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov

Subject: RE: Design Overlay District

Hi Samantha,

Please find our Covenants attached.

FYI, hopefully the situation with Chateau Development is going to resolve itself soon and we will be able to form a Homeowner's Association. There have been some developments recently that lead us to believe they are finally on our side. Of course, there is nothing formal yet, and we desperately want to make sure our Covenants are adhered to for future homes in the neighborhood.

Please be advised that once we form the HOA, we will be amending these Covenants a bit, mainly in regards to dues and the Declarant's involvement in the HOA. There will be very minor if any changes to the aesthetic requirements as outlined.

Please proceed with a draft document and we will review and approve ASAP!

Many thanks for your help,
Craig

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]

Sent: Friday, June 24, 2011 10:14 AM

To: 'Craig Crawley'

Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; ifjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov

Subject: Design Overlay District

Craig,

Can you please email me the Covenants and Restrictions for Acadian Village? I need the design standards so that planning staff can draft the Design Overlay District. On July 7, 2011, the Planning Commission will consider an ordinance amending the City's Unified Development Ordinance (UDO) to adopt the Design Overlay District for Acadian Village. Per our discussion at your last neighborhood meeting, the purpose of the design overlay district would be to require that any new construction be designed compatible to existing homes. This would provide you with a safeguard, due to the situation with Chateau Development.

City Council will consider the overlay district at their meeting on July 19th. As soon as our staff has completed the draft, we'll email it for your neighborhood group's review.

Thanks.

Samantha Abell

Samantha Abell

From: Craig Crawley [rcrcrawley@cableone.net]
Sent: Friday, June 24, 2011 1:41 PM
To: sabell@gautier-ms.gov
Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; jfjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov
Subject: RE: Design Overlay District
Attachments: Acadian Village BOA - Coventants.pdf

Hi Samantha,

Please find our Covenants attached.

FYI, hopefully the situation with Chateau Development is going to resolve itself soon and we will be able to form a Homeowner's Association. There have been some developments recently that lead us to believe they are finally on our side. Of course, there is nothing formal yet, and we desperately want to make sure our Covenants are adhered to for future homes in the neighborhood.

Please be advised that once we form the HOA, we will be amending these Covenants a bit, mainly in regards to dues and the Declarant's involvement in the HOA. There will be very minor if any changes to the aesthetic requirements as outlined.

Please proceed with a draft document and we will review and approve ASAP!

Many thanks for your help,
Craig

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]
Sent: Friday, June 24, 2011 10:14 AM
To: 'Craig Crawley'
Cc: 'Walley, Dustey'; 'Russell Parker'; 'Misty Crawley'; jfjones1@cableone.net; lwatson@gautier-ms.gov; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; 'Wooten, David J. (HII-Ingalls)'; blogan@gautier-ms.gov
Subject: Design Overlay District

Craig,
Can you please email me the Covenants and Restrictions for Acadian Village? I need the design standards so that planning staff can draft the Design Overlay District. On July 7, 2011, the Planning Commission will consider an ordinance amending the City's Unified Development Ordinance (UDO) to adopt the Design Overlay District for Acadian Village. Per our discussion at your last neighborhood meeting, the purpose of the design overlay district would be to require that any new construction be designed compatible to existing homes. This would provide you with a safeguard, due to the situation with Chateau Development.

City Council will consider the overlay district at their meeting on July 19th. As soon as our staff has completed the draft, we'll email it for your neighborhood group's review.

Thanks.

Samantha Abell

Samantha Abell

From: Craig Crawley [rcrawley@cableone.net]
Sent: Friday, May 06, 2011 3:23 PM
To: sabell@gautier-ms.gov
Cc: 'Walley, Dustey'; jfjones1@cableone.net; lwatson@gautier-ms.gov; zduke@gautier-ms.gov; rkrebs@gautier-ms.gov; 'Misty Crawley'
Subject: Certificate of Occupancy - Acadian Village
Attachments: Craig Crawley Certificate of Occupancy.pdf

Hi Samantha,

We appreciate you and our other city officials meeting with us regarding our issues with Chateau Development. I apologize for not being able to attend the meeting due to my Grandmother being sick.

Dustey Walley gave me a run-down of the meeting and although there are no turn-key solutions, it seems that we are doing (trying to do) the right things while hoping for a speedy resolution with the developer and their bank.

Dustey told me of the issue regarding our neighborhood plat having not been accepted. Obviously this is very bazaar to all of us. I've heard of a lot of issues that people have had since they became involved with Chateau Development, but I couldn't believe this story when I heard it.

Anyway, Dustey mentioned that you would like to see one of our Certificates of Occupancy. I was able to have mine faxed to me. After hearing the story I wanted to have mine for my own records.

Please find it attached. If any of you have any further advice that you can give us as we move forward, it is greatly appreciated.

We are in process of forming an LLC to (hopefully temporarily) pay the bills that the developer refuses to pay.

Again, we greatly appreciated all of your help and for taking the time to meet with us! Hopefully we can get this resolved and we can move forward soon!

Thanks again,
Craig

Samantha Abell

From: Craig Crawley [rcrawley@cableone.net]
Sent: Monday, April 25, 2011 3:03 PM
To: jfjones1@cableone.net
Cc: lwatson@gautier-ms.gov; zduke@gautier-ms.gov; rkrebs@gautier-ms.gov; sabell@gautier-ms.gov; tanya.moorehead@yahoo.com; 'Misty Crawley'
Subject: RE: Acadian Village Subdivision Issues

Johnny,

Regarding the attachments that I just sent to you all, Just to give you some sense of some of the thoughts floating around the neighborhood going into the meeting - Not everyone is convinced that the recommendations from the Real Estate Attorney is the best course of action. Especially in light of the perimeter fence damage caused by the storms from a few weeks ago.

It is my personal opinion that we cannot afford as a neighborhood to go into hurricane season without insurance on the fence and guard shack. Even if this means formalizing the HOA for no other reason. Some have suggested forming an LLC and take out a separate insurance policy to cover these structures. This seems like a logical approach, but it would be impossible to force everyone to contribute evenly. With an HOA, residents would be legally bound for equal contribution of dues. Otherwise, we could potentially end up with half of the existing homeowners paying on these policies. That doesn't seem right.....?

Some residents are so frustrated with the developer, that the mere thought of letting them walk away is incomprehensible. Especially in light of how much HOA dues might potentially cost each homeowner. (I think ALL residents feel this way). But can/should we just sit around and wait and see what happens? Is there a way we can be pro-active as a neighborhood?

Others feel that to put all this behind us, we really have no choice but form the HOA and assume expenses if the developer refuses to contribute financially any longer. The Acadian Village Covenants on page 4 Item 7 are pretty vague about this. Can the Declarant legally really just walk away at its discretion? Typically, a neighborhood would be much further developed before the Association would be forced to take over everything. Dues as we've figured could be well over \$1200/yr per existing homeowner if this is the case.

The street has yet to be turned over to the City. We still lack a top coat of Asphalt. It doesn't seem feasible for the developer to be able to walk away from this obligation. The cost of that is certainly more than the existing homeowner's can afford. There are other amenities of lesser importance that the developer has not followed through with.

On another note, Rumor has it that there are several offers on the table for various lots in the neighborhood. But for whatever reason, there is no communication from Greg Smith (Developer) with the Real Estate agent (Terrie Price - Coldwell Banker) to get the lots sold. We are all obviously confused about this.

We have made attempts to contact his loan officer to let them know what is going on, but we have not heard back from them. I attached the email in the previous message I sent.

Anyway, I know I was all over the place in this email, there will definitely be lot of questions and discussion (and probably venting) Thursday night. Hopefully residents will leave with some sense of direction in all of this.

If you or any other City Officials would like to discuss the issues with me over the phone ahead of time, please don't hesitate to call. My cell phone # is: 327-6100.

Thanks again for your help and involvement!

Craig Crawley
3820 Acadian Village Drive

From: Craig Crawley [mailto:rccrawley@cableone.net]
Sent: Monday, April 25, 2011 2:06 PM
To: 'jfjones1@cableone.net'
Cc: 'lwatson@gautier-ms.gov'; 'zduke@gautier-ms.gov'; 'Walley, Dustey'; 'rkrebs@gautier-ms.gov'; 'sabell@gautier-ms.gov'
Subject: RE: Acadian Village Subdivision Issues

Johnny, I wanted to make sure you all had the attached information regarding our situation.

Thanks again,
Craig

From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Monday, April 25, 2011 11:23 AM
To: Craig Crawley
Cc: lwatson@gautier-ms.gov; 'Misty Crawley'; zduke@gautier-ms.gov; 'Walley, Dustey'; rkrebs@gautier-ms.gov; sabell@gautier-ms.gov
Subject: Re: Acadian Village Subdivision Issues

Talked with S. Abell, R. Ramsay, and D. Reeves. All are committed to Thursday afternoon at 6PM.

Johnny

----- Original Message -----

From: [Craig Crawley](#)
To: jfjones1@cableone.net
Cc: lwatson@gautier-ms.gov; 'Misty Crawley'; zduke@gautier-ms.gov; 'Walley, Dustey'; rkrebs@gautier-ms.gov; sabell@gautier-ms.gov
Sent: Monday, April 25, 2011 10:22 AM
Subject: RE: Acadian Village Subdivision Issues

Johnny,

Would it be possible for you guys to meet with us this Thursday the 28th at 6pm? We can meet in the cove right in the middle of the neighborhood and if the bugs bother us, we can move into one of our homes nearby... Folks will bring out lawn chairs and stuff to sit on.. we'll have plenty of chairs for you guys as well!

We would love for as many City Representative to be there as possible. All that you have recommend below for sure.

Thank you so much for helping us set this up and help us move forward with our situation.

We look forward to hearing from you.

Thanks again,
Craig

From: Craig Crawley [mailto:rccrawley@cableone.net]
Sent: Thursday, April 21, 2011 7:56 AM
To: 'jfjones1@cableone.net'
Cc: 'lwatson@gautier-ms.gov'; 'Misty Crawley'
Subject: RE: Acadian Village Subdivision Issues

Johnny, Thanks so much for your reply! I have sent out a mass email to all of the residents to determine if next Thursday the 28th at 6pm is good for them. I will let you know either today or tomorrow if we get the green light. I would like as many as are able to attend, so I would like to get a good feel before we lock in the date.

Thanks again, I will contact you shortly so there will be enough time to coordinate for next week!

Craig

From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Wednesday, April 20, 2011 4:03 PM
To: Craig Crawley
Cc: lwatson@gautier-ms.gov
Subject: Re: Acadian Village Subdivision Issues

Craig:

Lauren Watson has asked about a neighborhood meeting to discuss the residents situation concerning Acadian Village. Lauren is very interested in what the City can do to help all of you. I also recommend that we have our Public Works Director and City Attorney available. I can handle the City contacts.

The late afternoons of any wednesday or thursday would be best for all of us. If you all have been meeting at a residence in the past, discussing your concerns, and would like to continue to do so to assist families, we have no problem meeting you there.

Let me know which night (approx. 6PM) wednesday or thursday of any week, you would like to set the meeting.

thanks,

Johnny

----- Original Message -----

From: Craig Crawley
To: jfjones1@cableone.net ; lwatson@gautier-ms.gov ; 'Samantha Abell' ; rkrebs@gautier-ms.gov ; zduke@gautier-ms.gov ; terriep@coldwellbanker.com
Cc: 'Misty Crawley' ; 'Walley, Dustey' ; dwalley@communitybank.net
Sent: Tuesday, April 12, 2011 9:13 AM
Subject: RE: Acadian Village Subdivision Issues

Hello Johnny,

Regarding Acadian Village Subdivision, we greatly appreciate your help and we would like to take you up on helping us schedule a meeting with our city officials. Please let me know what I can do to help set this up as well! We will have as many of our homeowners there as possible.

Thanks so much for your help,
Craig

Samantha Abell

From: Craig Crawley [rcrcrawley@cableone.net]
Sent: Tuesday, April 26, 2011 5:18 PM
To: adam.roberts@bxs.com; mickey.allen@bxs.com
Cc: 'Walley, Dustey'; 'Misty Crawley'; rkrebs@gautier-ms.gov; lwatson@gautier-ms.gov; sabell@gautier-ms.gov; jfjones1@cableone.net
Subject: RE: Acadian Village Subdivision - Ocean Springs - Chateau Development Defaulting?

Mickey,

We have been notified by Greg Smith of Chateau Development that the power will be turned off to the subdivision gates as of tomorrow April 26th 2011. Can you confirm that Chateau Development has indeed defaulted on their loan with you and that they have dissolved as a company? We the residents of Acadian Village **desperately** need to know this information so we **can determine** how best to proceed.

Please know that **there are only** 15 of 40 lots developed in the subdivision and we've been told recently that there are offers in to the Real Estate agent but there is no movement. It doesn't seem like he can just walk away from the development.

Please reply to this message so we can have some direction in this situation.

Thanks for your help,
Craig Crawley

From: Craig Crawley
Sent: Thursday, April 07, 2011 10:19 AM
To: 'adam.roberts@bxs.com'; 'mickey.allen@bxs.com'; 'micky.allen@bxs.com'
Cc: 'Walley, Dustey'; 'Misty Crawley'
Subject: RE: Acadian Village Subdivision - Ocean Springs - Chateau Development Default

Adam / Mickey,

I wanted to make you aware of the following as well:

The development of the neighborhood is NOT complete. We are lacking a top coat of asphalt throughout and some amenities that were included in the original plans to the city have not been installed (i.e. - walking track). We are concerned that the developments as mentioned below may impact our getting these items completed. (We are especially concerned about the asphalt top-coat - I have confirmed that the top-coat must be applied before the City of Gautier will take over maintenance and upkeep of the streets and curbs).

What actions can we take to have assurance that these items will be completed?

Thanks again for your help with this,

Craig

Samantha Abell

From: Craig Crawley [rccrawley@cableone.net]
Sent: Monday, April 25, 2011 10:22 AM
To: jfjones1@cableone.net
Cc: lwatson@gautier-ms.gov; 'Misty Crawley'; zduke@gautier-ms.gov; 'Walley, Dustey'; rkrebs@gautier-ms.gov; sabell@gautier-ms.gov
Subject: RE: Acadian Village Subdivision Issues

Johnny,

Would it be possible for you guys to meet with us this Thursday the 28th at 6pm? We can meet in the cove right in the middle of the neighborhood and if the bugs bother us, we can move into one of our homes nearby... Folks will bring out lawn chairs and stuff to sit on.. we'll have plenty of chairs for you guys as well!

We would love for as many City Representative to be there as possible. All that you have recommend below for sure.

Thank you so much for helping us set this up and help us move forward with our situation.

We look forward to hearing from you.

Thanks again,
Craig

From: Craig Crawley [mailto:rccrawley@cableone.net]
Sent: Thursday, April 21, 2011 7:56 AM
To: 'jfjones1@cableone.net'
Cc: 'lwatson@gautier-ms.gov'; 'Misty Crawley'
Subject: RE: Acadian Village Subdivision Issues

Johnny, Thanks so much for your reply! I have sent out a mass email to all of the residents to determine if next Thursday the 28th at 6pm is good for them. I will let you know either today or tomorrow if we get the green light. I would like as many as are able to attend, so I would like to get a good feel before we lock in the date.

Thanks again, I will contact you shortly so there will be enough time to coordinate for next week!

Craig

From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Wednesday, April 20, 2011 4:03 PM
To: Craig Crawley
Cc: lwatson@gautier-ms.gov
Subject: Re: Acadian Village Subdivision Issues

Craig:

Lauren Watson has asked about a neighborhood meeting to discuss the residents situation concerning Acadian Village. Lauren is very interested in what the City can do to help all of you. I also recommend that we have our Public Works Director and City Attorney available. I can handle the City contacts.

The late afternoons of any wednesday or thursday would be best for all of us.
If you all have been meeting at a residence in the past, discussing your concerns, and would like to continue to do so to assist families, we have no problem meeting you there.

Let me know which night (approx. 6PM) wednesday or thursday of any week, you would like to set the meeting.

thanks,

Johnny

----- Original Message -----

From: [Craig Crawley](mailto:Craig.Crawley)

To: jfjones1@cableone.net ; lwatson@gautier-ms.gov ; 'Samantha Abell' ; rkrebs@gautier-ms.gov ; zduke@gautier-ms.gov ; terriep@coldwellbanker.com

Cc: 'Misty Crawley' ; 'Walley, Dustey' ; dwalley@communitybank.net

Sent: Tuesday, April 12, 2011 9:13 AM

Subject: RE: Acadian Village Subdivision Issues

Hello Johnny,

Regarding Acadian Village Subdivision, we greatly appreciate your help and we would like to take you up on helping us schedule a meeting with our city officials. Please let me know what I can do to help set this up as well! We will have as many of our homeowners there as possible.

Thanks so much for your help,
Craig

From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]

Sent: Tuesday, March 22, 2011 7:00 PM

To: Craig Crawley; 'Walley, Dustey'; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com

Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannyqc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnquyen1979@yahoo.com; lincoln.allen@bxsi.com

Subject: Re: Acadian Village Subdivision Issues

Good afternoon, Craig:

Concerning your issues as to what the City of Gautier can do to help the residents of Acadian Village, I suggest that you speak directly with Mrs. Abell, Paul Fox is no longer with the City. I also suggest that you request a meeting with City Officials and include our City Attorney. I'm not sure if the Developer's of Acadian Village ever turned over the streets, etc., to the City. If not; then it could still be considered private until other arrangements could be made. State law does not allow our City to do work on private property.

I feel I can speak for all the City Official's you have had contact with, in saying that we all want to do what we can, to help the residents of Acadian Village settle issues and go forward with the quality of life you all deserve, without concerns.

Let me know if you want to schedule a meeting, and I will be more than glad to help you set it up.

Johnny

----- Original Message -----

From: Craig Crawley

To: 'Walley, Dustey'; jjones1@cableone.net; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com

Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikaci@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bxsi.com

Sent: Tuesday, March 22, 2011 3:47 PM

Subject: Acadian Village Subdivision Issues

Hello All,

we are trying to do the right thing and to protect ourselves regarding the current situation with Chateau Development, and our neighborhood. I sent to everyone in the neighborhood last evening a summary of our meeting with Real Estate Attorney Andy Alfonso (attached). We greatly appreciate his help and guidance.

Per his recommendation, we will try to contact Chateau Development's bank representative(s) to make them aware of what is going on.

I have also copied the summary update to our City Council representative Johnny Jones, along with our leaders at the City of Gautier: Samantha Abell (Director of Economic Development/Planning Department), Lauren Watson (Grants and Projects Manager - Neighborhood Services DIV.), RoxAnn Krebs (Neighborhood Improvement Coordinator) and Zack Duke (Code Enforcement).

I have also included Terrie Price (The Real Estate Representative for the subdivision).

We greatly appreciate all the help and guidance that we've been given so far and look forward to resolving all of this together as soon as possible.

Thanks,
Craig

From: Craig Crawley
Sent: Thursday, April 07, 2011 9:20 AM
To: 'adam.roberts@bxs.com'; 'micky.allen@bxs.com'; 'micky.allen@bxs.com'
Cc: 'Walley, Dustey'; 'Misty Crawley'
Subject: Acadian Village Subdivision - Ocean Springs - Chateau Development Default

Adam,

I appreciate you talking to me this morning regarding our 'situation' here in Ocean Springs with regards to our subdivision, Acadian Village.

As discussed, please find attached a couple of emails that we received that should be of interest to Bancorpsouth, being the lender to Chateau development. We the homeowners have tried to contact Greg Smith directly and he is not responding to our calls or text messages. We have been counseled to inform Chateau's lender (you guys) of our situation.

Please note there is a LOT of common area in the neighborhood and only 15 of 40 lots have been developed. We were told that we as homeowners would have to assume all costs associated with the property i.e. utilities, insurance, and maintenance (mowing and landscaping) of the neighborhood. Essentially Chateau's involvement would cease and they will no longer participate in any way. This would cause a heavy burden to the homeowners financially. Typically at least 80% of lots are sold before these types of obligations are passed on.

To make matters worse, severe thunderstorms and a possible tornado came through our area this passed Tuesday evening and caused extensive damage to the neighborhood boundary fence (see attached pictures). We tried to contact Greg Smith by both a phone call and text message and he did not respond. If we have no involvement from the developer in fixing this, then I suppose we the homeowners will have to shoulder the cost of repairing it.

We the homeowners just wanted to make you aware of what is going on. None of us really know or understand how to best proceed with any of this. We just want to protect our investments.

Again, I appreciate your passing this information along to Mickey Allen.

Please don't hesitate to contact me if you have any questions.

Sincerely,
Craig Crawley
228-327-6100

PS. I guessed at Mickey's email address based upon yours. So he might receive this email as well.

Thanks again for your help.

CRAIG CRAWLEY, AIA
810 IBERVILLE DRIVE
OCEAN SPRINGS, MS 39564
PH 228-762-1975
FAX 228-769-9545



From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Tuesday, March 22, 2011 7:00 PM
To: Craig Crawley; 'Walley, Dustey'; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com
Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bksi.com
Subject: Re: Acadian Village Subdivision Issues

Good afternoon, Craig:

Concerning your issues as to what the City of Gautier can do to help the residents of Acadian Village, I suggest that you speak directly with Mrs. Abell, Paul Fox is no longer with the City. I also suggest that you request a meeting with City Officials and include our City Attorney. I'm not sure if the Developer's of Acadian Village ever turned over the streets, etc., to the City. If not; then it could still be considered private until other arrangements could be made. State law does not allow our City to do work on private property.

I feel I can speak for all the City Official's you have had contact with, in saying that we all want to do what we can, to help the residents of Acadian Village settle issues and go forward with the quality of life you all deserve, without concerns.

Let me know if you want to schedule a meeting, and I will be more than glad to help you set it up.

Johnny

----- Original Message -----

From: Craig Crawley
To: 'Walley, Dustey'; jfjones1@cableone.net; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com
Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bksi.com
Sent: Tuesday, March 22, 2011 3:47 PM
Subject: Acadian Village Subdivision Issues

Hello All,

we are trying to do the right thing and to protect ourselves regarding the current situation with Chateau Development, and our neighborhood. I sent to everyone in the neighborhood last evening a summary of our meeting with Real Estate Attorney Andy Alfonso (attached). We greatly appreciate his help and guidance.

Per his recommendation, we will try to contact Chateau Development's bank representative(s) to make them aware of what is going on.

I have also copied the summary update to our City Council representative Johnny Jones, along with our leaders at the City of Gautier: Samantha Abell (Director of Economic Development/Planning Department), Lauren Watson (Grants and Projects Manager - Neighborhood Services DIV.), RoxAnn Krebs (Neighborhood Improvement Coordinator) and Zack Duke (Code Enforcement).

I have also included Terrie Price (The Real Estate Representative for the subdivision).

We greatly appreciate all the help and guidance that we've been given so far and look forward to resolving all of this together as soon as possible.

Thanks,
Craig

Samantha Abell

From: Craig Crawley [rcrcrawley@cableone.net]
Sent: Wednesday, March 23, 2011 7:34 AM
To: jfjones1@cableone.net; 'Walley, Dustey'; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com
Cc: 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bxsi.com
Subject: RE: Acadian Village Subdivision Issues

Johnny, On behalf of my neighbors and myself, we would like to thank you all very much for your willingness to help and be involved as we come to some sort of resolution with what's going on. I will be in touch regarding a potential meeting with everyone!

Thanks again,
Craig

From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Tuesday, March 22, 2011 7:00 PM
To: Craig Crawley; 'Walley, Dustey'; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com
Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bxsi.com
Subject: Re: Acadian Village Subdivision Issues

Good afternoon, Craig:

Concerning your issues as to what the City of Gautier can do to help the residents of Acadian Village, I suggest that you speak directly with Mrs. Abell, Paul Fox is no longer with the City. I also suggest that you request a meeting with City Officials and include our City Attorney. I'm not sure if the Developer's of Acadian Village ever turned over the streets, etc., to the City. If not; then it could still be considered private until other arrangements could be made. State law does not allow our City to do work on private property.

I feel I can speak for all the City Official's you have had contact with, in saying that we all want to do what we can, to help the residents of Acadian Village settle issues and go forward with the quality of life you all deserve, without concerns.

Let me know if you want to schedule a meeting, and I will be more than glad to help you set it up.

Johnny

Samantha Abell

From: Craig Crawley [rcrawley@cableone.net]
Sent: Tuesday, March 22, 2011 3:47 PM
To: 'Walley, Dustey'; jfjones1@cableone.net; dwalley@communitybank.net; lwatson@gautier-ms.gov; 'Samantha Abell'; rkrebs@gautier-ms.gov; zduke@gautier-ms.gov; terriep@coldwellbanker.com
Cc: 'Craig Crawley'; 'Misty Crawley'; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; ttynes1310@gmail.com; ttynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bxsi.com
Subject: Acadian Village Subdivision Issues
Attachments: Acadian Village Update 3-21-2011.pdf

Hello All,

we are trying to do the right thing and to protect ourselves regarding the current situation with Chateau Development, and our neighborhood. I sent to everyone in the neighborhood last evening a summary of our meeting with Real Estate Attorney Andy Alfonso (attached). We greatly appreciate his help and guidance.

Per his recommendation, we will try to contact Chateau Development's bank representative(s) to make them aware of what is going on.

I have also copied the summary update to our City Council representative Johnny Jones, along with our leaders at the City of Gautier: Samantha Abell (Director of Economic Development/Planning Department), Lauren Watson (Grants and Projects Manager - Neighborhood Services DIV.), RoxAnn Krebs (Neighborhood Improvement Coordinator) and Zack Duke (Code Enforcement).

I have also included Terrie Price (The Real Estate Representative for the subdivision).

We greatly appreciate all the help and guidance that we've been given so far and look forward to resolving all of this together as soon as possible.

Thanks,
Craig

Hello Everyone,

I apologize for not getting minutes from last Thursday's meeting to everyone yet. There have been some interesting developments since then that I am making you aware of by this note.

Dustey and I met today with Andy Alfonso (Real Estate Attorney) to discuss and seek council for our situation. Andy agreed to meet and consult with us for free. He was extremely helpful and the results of the meeting are as follows:

1) We Began the meeting by showing him the email we received from Greg Smith regarding Chateau defaulting at the bank.

2) We asked Andy if we should file HOA papers and assume the cost for up-keeping the utilities, insurance, and lawn care for the neighborhood. Andy counseled us not to file the papers for the HOA. He said Chateau still is responsible for all payments until a reasonable number of lots/homes have been sold in the neighborhood. He said filing the papers and assuming payments for everything would take the pressure off Chateau and relieve them of their responsibilities. Andy said we should allow Chateau to dissolve and at that time the bank (Bancorp South) will take the property back. He said the bank would then pay to help maintain the property to get the unsold lots off their books.

3) What should we as a neighborhood do in the meantime to ensure the common areas and empty lots are maintained? If Greg is unwilling to keep the properties maintained, the only recourse at this point is for the neighbors to band together and equally contribute to up-keeping the property. His suggestion is to form an LLC just for keeping track of monies and writing checks to lawn care professionals. The neighbors can pitch in and mow and maintain areas around their home to decrease the amount of money needed to pay for the common areas and entrance to be kept up. Essentially everyone willing would pay a share of the financial burden for up-keeping the grounds.

4) What about Utilities and Insurance? As stated above, it is in the neighborhood's best interest NOT to form the HOA and move payment into its name because again, it relieves Chateau of its obligation to keep up the payments etc. In other words, make sure Chateau really does default before taking over anything. And if that really does happen, Andy advises to use the previously created LLC and band together to pay the utility payments. Hopefully the bank would help with expenses as well.

5) What about the top coat for the street? and upkeep of the lighting etc? Andy recommends we call Paul Fox - Gautier building inspector for help with this. He says Paul is very proactive and will be able to provide further consultation on this. He may be able to pressure Chateau into completing this as required or find some other resolution. We will contact Paul about this. We will also keep our councilman and other city officials up to date on what is going on, we want them all on our side for obvious reasons. The city should be taking or already have taken over the street lighting. We will verify this with the city.

6) Should we ever form an HOA in the future? Not until nearly all of the lots in the neighborhood have been developed if even then. It causes too much liability to be assumed by the homeowners. Until the

neighborhood is nearly full, it is in everyone's best interest to NOT formally start an HOA. We should use the LLC to pay for things that need to be kept up if Chateau is not doing its job to keep things up. It is unfortunate that we would have to pay for it, but it is in everyone's best interest to keep the neighborhood beautiful.

7) Does Chateau have any recourse against us for NOT forming the HOA? None whatsoever. It is the developer's responsibility to maintain liability insurance and utilities, not the homeowner's of the neighborhood.

8) What happens if we let the Insurance for the fence and entry gate, as well as the liability insurance for the neighborhood go? Unfortunately, because these policies were written in the name of the Acadian Village Homeowner's Association, since the association was never formalized, the policies are worth no more than the paper they are written on. So for all intents and purposes, there is NO insurance on these items. However, it is the developer's responsibility to maintain these, NOT the homeowners.

9) What happens if a hurricane or storm damages the guard shack or perimeter fence? If Chateau does NOT default, it is their responsibility to maintain these. If they are damaged and are not fixed, legal action might have to be taken against Chateau. If Chateau is dissolved, we must work with the bank and each other to maintain these items.

10) Can we form and enforce an Architectural Review Committee even if there is no official HOA? Yes we can, even though there is no binding documentation to support the forming of an Architectural Review Committee, as long as we inform the Real Estate Agents (Terri Price) that we have one, the plans can be submitted through the realtors to us for review. Pretty much never do new builders or homebuyers dig deep for documentation for such Review Board as they typically want to maintain a good relationship with their new neighbors and will submit plans without questioning. We also have an assurance from the city that any new homes will meet the current standards and aesthetics of the existing homes.

11) What is our next step? We need to wait and see what happens with Chateau. Keep the financial obligations legally on them, not us. However, for issues like the lawn upkeep, if Chateau will not maintain the neighborhood, we come together and figure out a plan to do it ourselves. There are too many liability, logistical, and legal concerns with forming an HOA for a neighborhood as small as ours with only 15 homes in it. If Chateau does default, we will work with the bank to help with upkeep of the lots etc. You would think Chateau would want to keep the property up in order to sell lots. They are apparently beyond this and will not do it any longer. We should meet together again to discuss forming an LLC strictly for convenience in gathering money and paying for lawn maintenance. Kind of like an HOA without the obligations for utilities and insurance. If Chateau defaults, we will work with the bank to maintain the other various expenses associated with utilities and up-keeping the lawn, etc.

As stated previously, we will contact Paul Fox with the City of Gautier to discuss the asphalt topping and street lighting, etc.

We will keep you posted on these matters as they develop further.

For those of you that were NOT at our meeting this past Thursday, those present agreed that we should hire a company to beautify the front entrance. We agreed to proceed and split the cost evenly with everyone willing to help with it. Hopefully everyone is willing to do so!

We will also discuss having another meeting soon regarding up-keeping the grounds as our relationship or 'lack-there-of' with Chateau clarifies itself.

Many thanks,

Craig Crawley
3820 Acadian Village Dr.

Samantha Abell

From: Craig Crawley [craig@allredarchitecturalgroup.com]
Sent: Thursday, March 17, 2011 9:03 AM
To: rkrebs@gautier-ms.gov; lwatson@gautier-ms.gov; sabell@gautier-ms.gov; jfjones1@cableone.net
Subject: Acadian Village Subdivision
Attachments: March 17 Acadian Meeting Discussion Points v2.pdf; Dissolve Declarant AVHOA.pdf; FW: Acadian (9.05 KB)

Hello,

I just wanted to give you an update of where we are with our HOA situation. We are having an 'informal' meeting this evening to discuss what we know now and how we should proceed as a neighborhood regarding all of this. I have prepared a document attached of some of the discussion points that we will go over. I'm sure many more questions will come out of this meeting. I also have attached a letter 'Dissolve Declarant'. We feel if we are paying ALL the bills, that Chateau development should relinquish their control. As it stands now, if Chateau were not to default, the declarant would still have 4 votes per empty lot to our 1 vote in the association. The only proof that we have of Chateau defaulting is the email that was sent to us saying as much.. (attached). Our fear is, that this could be a ploy by the developer to get the homeowners to begin paying all the bills and that Chateau may not default afterall... and we are left with no control over the subdivision and association. We certainly believe there could be legal ramifications if this were the case, because the email clearly states the Chateau is going to default. We just want to protect ourselves. If Chateau is truly defaulting, there should be no reason why they wouldn't sign this document. We will be discussing all of this as a neighborhood informally this evening at 6:30.

Thanks again for your help, I just want to keep you all in the loop. We certainly want to maintain a close relationship with you all as we move forward.

Thanks again,
Craig

From: RoxAnn Krebs [mailto:rkrebs@gautier-ms.gov]
Sent: Monday, March 14, 2011 4:09 PM
To: 'Craig Crawley'
Subject: RE: Just Checking

Okay, that sounds good. Thanks. We were just checking on y'all. Have a good one.

RoxAnn Rankin Krebs
Neighborhood Improvement Coordinator
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
228-219-4829

From: Craig Crawley [mailto:craig@allredarchitecturalgroup.com]
Sent: Monday, March 14, 2011 3:43 PM
To: rkrebs@gautier-ms.gov
Subject: RE: Just Checking

Yes Ma'am. Absolutely.

We have still not had a formal HOA meeting yet, but hope to soon.

Thanks again for your help! I will definitely be contacting you again soon!

Craig

From: RoxAnn Krebs [<mailto:rkrebs@gautier-ms.gov>]

Sent: Monday, March 14, 2011 2:31 PM

To: Craig Crawley

Subject: Just Checking

Hello Craig,

Just wanted to check in with you all. Hope all is well, and please let me know if Lauren or I can provide any assistance in anyway in the future. Thanks, RoxAnn

RoxAnn Rankin Krebs

Neighborhood Improvement Coordinator

City of Gautier

3330 Highway 90

Gautier, Mississippi 39553

228-219-4829

March 17, 2011

Meeting to discuss creation of Acadian Village Subdivision Homeowner's Association

Meeting Discussion Points (Just a starting point for discussion).

- 1) Discuss known issues regarding Chateau Development and its involvement with our subdivision. Greg Smith has informed us that Chateau Development, LLC is going into default. All expenses as related to the neighborhood are paid through March 31, 2011. These expenses are as follows:
 - a. Electric – Approx. \$126.57/month = \$1518.84/annually
 - i. Guard Shack and Gate Operation (approx. \$37.71)
 - ii. Street Lights (approx. \$88.86)
 - b. Water - \$19.30/month = \$231.6/annually
 - c. Insurance Policies - \$3009.85/annually
 - i. Perimeter Fence and Guard Shack - \$1774.49/annually
 - ii. Subdivision Liability Insurance - \$1235.36/annually
 - d. Therefore total annual utilities and insurance = Approx. \$4760.29(Note: This does not include maintenance and upkeep for the front entrance, common areas, and empty lots.
le. Mowing, trimming, weeding, mulching, etc. where needed).
- 2) What does this mean for our neighborhood and formation of the HOA per the Declaration of Covenants? (Below is a list of questions for discussion – not inclusive).
 - a. Should we formalize the HOA and assume the payments above (plus lawn upkeep etc.) to ensure the items as listed do not default? Insurance policies will expire as well.
 - b. Should the association be formed and consult an attorney for direction? Is Chateau legally obligated to any further involvement if it defaults? What if the association is formed and Chateau does not default? Is Chateau legally obligated to complete the top coat and other amenities?
 - c. Who will assume responsibility for the final coat of asphalt on the street? We have consulted the city and our councilman regarding this. We hope the city would be willing to assume this cost. There was no bond or collateral put up by Chateau to ensure this or any of the additional amenities would be built/installed. - We have verified this with the city.
 - d. Note: The city has ensured us they will not allow the street lights and guard shack power to be turned off because of non-payment of bills as we decide how best to proceed with the association.

- e. Should we come together to pay for lawn upkeep for the common areas and lots until there is finality with Chateau's involvement in the neighborhood? If we do this, the insurance policies will terminate March 31. Do we want this to happen?
 - f. Discuss other questions.
- 3) Hypothetically assume the association is formalized and payments are taken over. To get an idea of what annual dues would need to be, consider the following. There are 15 homeowners in the neighborhood that by contract must join the association and be responsible for paying their share of dues.
- a. Items a, b, and c above are $\$4760.29/\text{annually} = \$396.69/\text{month} / 15 = \$26.45/\text{month}$
 - b. There should be a percentage added for emergencies: Assume an additional $\$5.00/\text{month}$ per homeowner. $= 369.69 + 60.00 = \$429.69$
 - c. Lawn care and maintenance of front entrance must be added: Possible 'Dues' scenarios are below:
 - i. $800.00/\text{yr}$ ($\$66.67/\text{month}$) in dues- $429.69 = 370.31 \times 15 = \5554.65 for annual lawn care ($\$462.89/\text{month}$).
 - ii. $900.00/\text{yr}$ ($\$75.00/\text{month}$) in dues- $429.69 = 470.31 \times 15 = \7054.65 for annual lawn care ($\$587.89/\text{month}$).
 - iii. $1000.00/\text{yr}$ ($\$83.33/\text{month}$) in dues- $429.69 = 570.31 \times 15 = \8554.65 for annual lawn care ($712.89/\text{month}$).
 - iv. $1100.00/\text{yr}$ ($\$91.67/\text{month}$) in dues- $429.69 = 670.31 \times 15 = \$10,054$ for annual lawn care ($837.89/\text{month}$).
 - v. $1200.00/\text{yr}$ ($\$100.00/\text{month}$) in dues- $429.69 = 770.31 \times 15 = \$11,554.65$ for annual lawn care ($\$962.89/\text{month}$).
 - d. To compare, if 80% of the lots in our neighborhood were developed, in order to have 11,554.65 devoted to lawn care, the annual dues per homeowner would be: $\$509.94/\text{yr}$ ($\$42.49/\text{month}$).
 - e. Note: the above are just to give everyone an idea of what dues might need to be to pay for everything along with proper maintenance of the subdivision.
 - f. Bids for lawn care received thus far are as follows (annually for total upkeep).
 - i. **Bid One – McElroy's Tree, Tractor, and Lawn Maintenance.**
 - Option 1 - Full Service -
Mow, edge, trim, and blow all grass and vegetation on entire common ground achorage and all unoccupied lots including all curbs, fence lines, trees, retention pond, etc. Also a complete seasonal bed maintenance including trimming, mulching, and weed treatment, and any seasonal color that may be requested, material not included (flowers), after which providing a complete walk through inspection insuring that Acadian's expectation are met each visit.
(\\$1000.00/month) - Acadian chooses the months of service.
 - Option 2 - The above less the empty lots - **(\\$800.00/month)**
 - Option 3 - A onetime cost for revitalizing the front entrance. Remove all existing pine straw, dollar weeds, and over grown dead vegetation from

beds, including behind entrance fence. Replace with new mulch and trim all shrubs as needed. Cut new lines around beds. (Onetime payment of \$600.00)

ii. Bid Two – Taylor Clemmer

Services include: Mow all empty lots, common areas, and front entrance to the subdivision, weedeat, edge, blow, spray for weeds in front flower beds. This includes a contract service of 7 months (Services performed 2-3 times per month as needed). Total contract cost: (4900.00/total = \$700.00/month) Service during the other 5 months will be performed as needed at (\$300.00 per cut).

iii. Bid Three –

- g. Regarding Officers in the Association – Dustey Walley was appointed to position of President, Secretary, and Treasurer unknowingly and does NOT want to assume these or any role in the association other than voting member. Once we decide when the first official HOA meeting will take place, we will vote new officers at that time to begin serving the terms as outlined in the Declaration of Covenants.
- 4) Please note, there are numerous questions that we have. This outline is just to invoke discussion and to get everyone informed of what we know so far.
 - 5) Discuss 'dissolving of declarant' letter.
 - 6) Discuss others items as necessary.

March 14, 2011

Acadian Village Subdivision Homeowers Association
Adadian Village Subdivision
Gautier, Mississippi 39564

Dear Mr. Smith,

Due to the unfortunate and untimely events surrounding the apparent demise of Chateau Development, LLC, We, the Association respectfully request that the 'Declarant' as described in the 'Declaration of Covenants, Conditions, and Restrictions Acadian Village Subdivision City of Gautier, Jackson County, Mississippi, as of this day, March 14, 2011, be dissolved in totality as relates to the subdivision and Association. The 'declarant' will cease to have voting rights in the Association and will no longer have input or influence on anything as relates to the style or aesthetics of the subdivision as pertaining to the Architectural Review Committee and all other matters related to the Acadian Village Subdivision.

Also, any entity or entities that make future purchases of lot(s) in the subdivision will assume a 'Class A' voting membership in the association per lot owned and will be responsible for assessed dues as agreed upon by the Association.

We feel the events as mentioned above put a great strain on the Association and will cause dues to be much higher than they otherwise would have been had more lots been sold and developed. It is because of this burden, that the above request of dissolve is made. We request that, in return for the Association taking on the various expenses as outlined in the Declaration of Covenants (attached), the association should be given total control of all items pertaining to the subdivision and Association.

In addition, we request, if Chateau Development, LLC does not dissolve, the \$50 per lot owned per year as described in the Declaration of Covenants should be honored and supplied to the association at the specified time therein until such lots are sold.

If you agree to our request, please sign below in view of a notary public (Please wet seal), and mail back in the enclosed envelope for our file. Please keep a copy for your records.

Signed in agreement: _____
Greg William Smith, Managing Member
Chateau Development, LLC

Sincerely,

Members of the Acadian Village Subdivision Homeowner's Association

Samantha Abell

From: Craig Crawley [craig@allredarchitecturalgroup.com]
Sent: Monday, March 14, 2011 8:10 AM
To: jfjones1@cableone.net; dwalley@communitybank.net; lwatson@gautier-ms.gov; Samantha Abell
Cc: mdcrawley@cableone.net; rayannes@live.com; prochnow.kathy@gmail.com; shane@babers.com; jenna@babers.com; LPray76@hotmail.com; mikacj@yahoo.com; rccrawley@cableone.net; mdcrawley@cableone.net; tanya.moorehead@yahoo.com; RussParker22@yahoo.com; tctennis17@aol.com; dwalley@communitybank.net; harmoncrew@cableone.net; grannygc9@cableone.net; tynes1310@gmail.com; tynes@ossdms.org; mtnguyen1979@yahoo.com; lincoln.allen@bxsi.com
Subject: RE: Acadian Village Subdivision

Johnny,

We appreciate your concern and definitely would like to meet with you soon. We are in process of setting up the Homeowner's association and hope to have that complete within the next week or so. Once we've gotten that out of the way, we would like to meet with you and discuss other issues that have arisen do to the developer walking away. i.e. street topping, etc. We are still unsure if we have any recourse as it seems there was no bond or monies put up to ensure completion of the street. Also, There are still unanswered questions as to the intent of the developer, so in a couple weeks hopefully we will have a better grasp of things and be able to set up a meeting with you!

I will contact you as soon as I know more! Thanks again for your concern and willingness to help us through this.

Have a great week.

Thanks,
Craig

CRAIG CRAWLEY, AIA
810 IRREVILLE DRIVE
OCEAN SPRINGS, MS 39564
Ph: 228-762-1975
Fax: 228-769-9545



From: jfjones1@cableone.net [mailto:jfjones1@cableone.net]
Sent: Saturday, March 12, 2011 8:01 AM
To: Craig Crawley; dwalley@communitybank.net
Cc: lwatson@gautier-ms.gov; Samantha Abell
Subject: Acadian Village Subdivision

Lauren Watson, Grants and Special Project Manager; and Samantha Abell, Director of Planning and Economic Development for the City of Gautier; have shared with me your concerns over issues which have surfaced recently with Acadian Village Subdivision. I am your Councilman, and have made several trips into you Subdivision this past month. Most recently yesterday, after meeting with Lauren and Samantha.

Please contact me ASAP so we may arrive at the best and most expedient course of action to satisfy street issues and other issues you are concerned about with Acadian Village.

Lauren and Samantha both are ready to assist the residents of Acadian Village identify and move forward with whatever we can accomplish within City, and State laws/regulations.

Hopefully, we can all sit down within the next week.

Johnny Jones

497-5428 (H)

355-0420 (C)

jfjones1@cableone.net, or

councilmanWard1@gautier-ms.gov

Samantha Abell

From: Craig Crawley [craig@allredarchitecturalgroup.com]
Sent: Friday, March 04, 2011 9:05 AM
To: lwatson@gautier-ms.gov; dwalley@communitybank.net
Cc: mdcrawley@cableone.net; sabell@gautier-ms.gov; rkrebs@gautier-ms.gov
Subject: RE: Acadian Village

That's great! Looking forward to the meeting.

Again, we greatly appreciate your help with this,

Craig

From: Lauren Watson [mailto:lwatson@gautier-ms.gov]
Sent: Friday, March 04, 2011 8:45 AM
To: Craig Crawley; dwalley@communitybank.net
Cc: mdcrawley@cableone.net; sabell@gautier-ms.gov; rkrebs@gautier-ms.gov
Subject: Re: Acadian Village

Our meeting with Charlie McVea is set for Monday 3/8 at four at Dogan Wilkinson in Pascagoula.

Lauren Watson
Grants and Projects MGR.
Neighborhood Services DIV.
City of Gautier
228-219-8016

From: "Lauren Watson" <lwatson@gautier-ms.gov>
Date: Wed, 2 Mar 2011 22:04:01 +0000
To: Craig Crawley<craig@allredarchitecturalgroup.com>; <dwalley@communitybank.net>
ReplyTo: lwatson@gautier-ms.gov
Cc: <mdcrawley@cableone.net>; <sabell@gautier-ms.gov>; <rkrebs@gautier-ms.gov>
Subject: Re: Acadian Village

Craig,
Charlie has a conflict on Friday. Next week is wide open for him. What day is best for you all next week?

Lauren Watson
Grants and Projects MGR.
Neighborhood Services DIV.
City of Gautier
228-219-8016

From: "Craig Crawley" <craig@allredarchitecturalgroup.com>
Date: Wed, 2 Mar 2011 15:36:38 -0600

To: <lwatson@gautier-ms.gov>; <dwalley@communitybank.net>
Cc: <mdcrawley@cableone.net>; <sabell@gautier-ms.gov>; <rkrebs@gautier-ms.gov>
Subject: RE: Acadian Village

Lauren,

Per our phone conversation yesterday afternoon, can we meet you in Pascagoula at 2:30 Friday afternoon to meet with the attorney? Dustey Walley will be there as well.

Again, we greatly appreciate your help with this and look forward to meeting you.

Many Thanks,
Craig



From: Craig Crawley
Sent: Tuesday, March 01, 2011 4:45 PM
To: 'rkrebs@gautier-ms.gov'
Cc: lwatson@gautier-ms.gov; 'mdcrawley@cableone.net'
Subject: RE: Acadian Village

Thank you very much RoxAnn. We greatly appreciate it. I am going to see if a couple of my neighbors could meet with us as well. Hopefully we can meet on Friday, but I'm not sure of a time yet. I will contact you and Lauren once I have talked to them.

Thanks again,
Craig



From: RoxAnn Krebs [mailto:rkrebs@gautier-ms.gov]
Sent: Tuesday, March 01, 2011 4:00 PM
To: Craig Crawley
Cc: lwatson@gautier-ms.gov
Subject: RE: Acadian Village

Craig,

I do not feel you are being pushy in any sense. No offense taken. I want you to know that this is something that I feel needs "legal counsel" instead of me just giving you my professional guidance. My Projects Manager is going to be involved in this as well, Lauren Watson, she will be meeting with us when we have the meeting. She is actually on her way to see an attorney that represented Gulf Hills HOA after Katrina. He will more than likely want all of "us" to meet him instead of him coming to us. However, Lauren will find all of that out and let us know as soon as the meeting is over. If you don't hear from her before COB today let me know. I know you and your neighbors are nervous and scared, but I can assure the City is going to help ease the transition the best we possibly can for you all. Thanks!

RoxAnn Rankin Krebs
Neighborhood Improvement Coordinator
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
228-219-4829

From: Craig Crawley [mailto:craig@allredarchitecturalgroup.com]
Sent: Tuesday, March 01, 2011 2:57 PM
To: rkrebs@gautier-ms.gov
Subject: RE: Acadian Village

You're welcome. Do you have an idea of when this meeting might be able to take place? During the day or after work? I know a lot of people will want to be there but unfortunately/fortunately most work till 5. Would it be possible to meet after 5 at one of our homes in the neighborhood? Thursday is not a good day for me personally and I would certainly like to be there, but if that's the only day you could meet, I'll get the information from others.

Today, tomorrow, or Friday would work I think for most. Please don't think or feel like I'm being pushy, I really appreciate you helping us more than you know. We are all nervous and want to do the right thing.

Thanks again for your help,
Craig

From: RoxAnn Krebs [mailto:rkrebs@gautier-ms.gov]
Sent: Tuesday, March 01, 2011 2:49 PM
To: 'Craig Crawley'
Subject: RE: Acadian Village

Craig,

I'm working on getting an attorney to come with me to give you some viable options. I'll let you know as soon as I have a confirmation. Thanks for the information from Terrie Price as well.

RoxAnn

RoxAnn Rankin Krebs
Neighborhood Improvement Coordinator
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
228-219-4829

From: Craig Crawley [mailto:craig@allredarchitecturalgroup.com]
Sent: Tuesday, March 01, 2011 2:41 PM
To: rkrebs@gautier-ms.gov
Cc: mdcrawley@cableone.net
Subject: FW: Acadian Village

Roxanne,

I received some interesting emails today regarding Acadian Village that might help you better understand our situation.

Do you have any opinion yet or outlook as to our best course of action?

Thanks again for your help,
Craig

From: Walley, Dustey [mailto:Dustey.Walley@communitybank.net]
Sent: Tuesday, March 01, 2011 1:06 PM
To: 'craig@allredarchitecturalgroup.com'
Subject: FW: Acadian Village

From: TERRIE PRICE [mailto:terriep@coldwellbanker.com]
Sent: Monday, February 28, 2011 7:54 PM
To: Walley, Dustey
Subject: Acadian Village

Hey,

Good talking to you tonight.

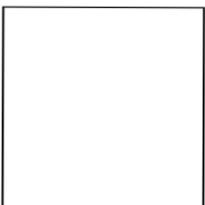
As I mentioned, Greg Smith, Chateau Development, has authorized me to offer the remaining lots in Acadian Village for sale at \$25,000 each. We wanted to offer the lots/price to each of the existing homeowners first.

As we discussed, please pass this information on to each of the homeowners.

I can be reached at 228-263-0428.

Thanks,

Terrie



Terrie Price, ABR, CRS, GRI
Broker Associate
Coldwell Banker Alfonso Realty
2003 Bienville Blvd.
Ocean Springs, MS 39564
Cell - 228-263-0428
Fax - 228-872-3636
Email - terriep@coldwellbanker.com

The information in this electronic mail message is the sender's confidential business and may be legally privileged. It is intended solely for the addressee(s). Access to this internet electronic mail message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful.

DISCLAIMER: This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. The message, together with any attachments, may contain confidential and/or privileged information. Any unauthorized review, use, printing, saving, copying, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies.