

Ms. Samantha Able
Planning Department
November 10, 2010
Page 2

In order to make this project work, it was necessary to acquire an additional 1.6 acre parcel from an adjacent owner on the south side of the Silvergirl parcel. This parcel was owned by L & L Investments Ltd., a Mississippi Limited Liability Partnership (Dr. Dewey Lane being the principal in this entity).

Another of Ms. Bickford's companies, Frenchmen's Ridge, LLC, a Mississippi Limited Liability Company, entered into an agreement to purchase this property from Dr. Lane. This agreement provided that the subdivision would build a road providing access to Dr. Lane's property lying east of the proposed subdivision, and further, that if the road were not completed within twelve (12) months of the date of the agreement (March 20, 2008), then ownership of this parcel would revert to Dr. Lane.

Ms. Bickford retained engineers and subdivision plans and specifications were completed. Despite some objections from neighboring property owners, preliminary plat approval was granted by the City in November, 2008.

In early 2009, some site preparation work was begun. However, Ms. Bickford failed to pay for this work and the project stalled. My client discovered that there were engineers and architects as well as construction workers who had not been paid by Ms. Bickford. Further, Ms. Bickford failed to pay any part of the purchase price of \$320,000.00 due to Silvergirl.

We attempted to contact Ms. Bickford by telephone and certified mail to no avail. Finally in October, 2009, it became necessary for me to file a lawsuit in the Chancery Court of Jackson County, Mississippi. Ms. Bickford did not respond and a Final Judgment was entered on December 11, 2009 and the Court returned title of the 13+ acre subdivision parcel to Silvergirl, LLC.

In order to keep the project alive, my client had to acquire the 1.6 acre parcel originally owned by Dr. Lane that he had conveyed to Frenchmen's Ridge, LLC per the agreement referenced above.

Ms. Samantha Able
Planning Department
November 10, 2010
Page 3

Again, Ms. Bickford did not respond to correspondence regarding her breach of contract with Dr. Lane. A lawsuit had to be filed on his behalf against Frenchmen's Ridge LLC. On June 30, 2010, a Final Judgment was entered and L & L Investments Ltd. was awarded title to the 1.6 acre parcel.

L & L Investments Ltd. has conveyed this 1.6 acre parcel to Silvergirl LLC on November 9, 2010. Silvergirl has paid all of the legal expense for all of this litigation and now owns all of Cypress Landing Subdivision.

Silvergirl has also constructed a temporary gravel road to satisfy the access requirement for Dr. Lane on a temporary basis.

To date, my client has spent approximately \$_____ in an effort to develop Cypress Landing Subdivision and would like to have the opportunity to complete this project.

Please let me know if you wish to have any of the documents referred to in this letter or have any questions regarding its contents.

Sincerely,

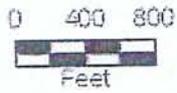
E. Foley Ranson

EFR/hsl

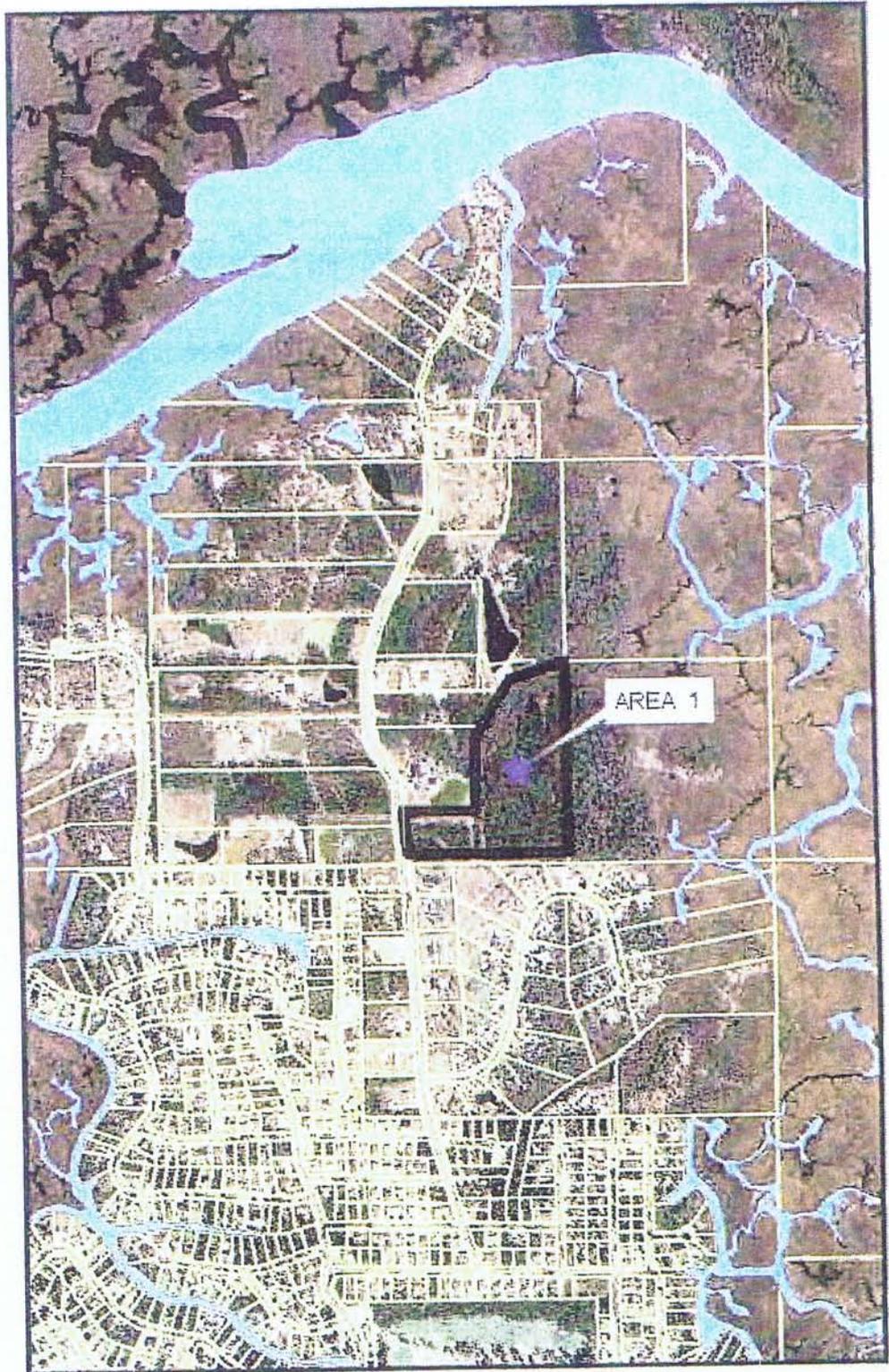
Location Map

SILVERGIRLS LLC. PRELIMINARY PLAT APPROVAL

City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
GIS Division



STATE OF MISSISSIPPI
COUNTY OF JACKSON
CITY OF GAUTIER

DECLARATION OF COVENANTS, CONDITION AND
RESTRICTIONS OF

CYPRESS LANDING

THIS DECLARATION is made this the _____ day of _____, 2011, by Silvergirl, LLC, a Mississippi Limited Liability Company, for itself, its assigns, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property in the City of Gautier, Jackson County, Mississippi, which is more particularly described as follows, to-wit: Lots 1 through 30, inclusive, Cypress Landing Subdivision, City of Gautier, Jackson County, Mississippi, according to a plat thereof recorded in Plat Book _____ at Page(s) _____ of the public records of Jackson County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which 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 any 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.

The areas shown on the recorded plat of Cypress Landing, as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities
- b. cut, mow, burn, remove, or harm any vegetation
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- e. dump or store soil, trash, or other waste
- f. graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to insure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U. S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the Owner, and all parties claiming under it.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to CYPRESS LANDING SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Mississippi non-profit corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Property" shall mean and refer to that certain real property herein above described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4. "Lot" shall mean and refer to any numbered lot as illustrated and shown on the plat of CYPRESS LANDING SUBDIVISION, as recorded in the public records of Jackson County, Mississippi.
- Section 5. "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision, which are more particularly described and defined by the plat plan.
- Section 6. "Home" or "Dwelling" shall mean and refer to any building situated upon a Lot which is designated and intended for use and occupancy as a residence by a single family.
- Section 7. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.
- Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

- Section 1. Every owner of a Lot in CYPRESS LANDING SUBDIVISION, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Notice and Quorum for any meeting called for the purpose of taking any action shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum of the preceding meeting. Not such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, mailbox, decorative objects placed in yards or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, color, kind, shape, height, materials, roof, and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee composed of at least two (2) and not more than five (5) representatives appointed as herein provided. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall be Silvergirl, LLC, a Mississippi Limited Liability Company. Upon the death or resignation of a member or members of the committee, the remaining member or members shall have full authority to designate successor members. The Declarant shall have the authority to appoint committee members in addition to the two (2) original members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the closing of the sale of 75% of the lots or building sites by Declarant in CYPRESS LANDING SUBDIVISION, the Association shall have the authority to appoint a committee of at least two (2) and not more than five (5) representatives to exercise the power, duties and responsibilities herein above set forth.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or

building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

Provided, however, that the Committee shall have no authority to grant a variance of a City of Gautier regulation, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. Neither the Board of Directors of the Association, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held liable to any Owner, the Association, or any other person or entity resulting from its good faith exercise of the discretionary authority conferred by this Section.

ARTICLE IV

DUTY TO CLEAR A LOT IF OWNER ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, and the owner elects not to rebuild the home, then the Owner shall be required to clear the Lot within a reasonable time after the damage or destruction to the Homes. The Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE V

RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots shall be used and occupied as single family residences and not structures shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for not more than three (3) vehicles and one (1) storage or outbuilding*. No building, fence, wall or other structure shall be erected or placed on any Lot except in accordance with the provisions of this Declaration, including written permission of the Architectural Control Committee. No alteration to the exterior (appearance) of any home, lot, building, fence, or other structure shall be made without the written permission of the Architectural Control Committee created hereunder. All vinyl siding must be of superior quality. Any additional siding must be approved by Architectural Control Committee. All fiberglass shingle roofs shall be architectural thick, butted shingles. However, this shall not preclude, other types of roofs which may be approved by the Architectural Control Committee. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners, and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.