

Memorandum of Understanding with DSLD Homes

May 25, 2018

Will be sent to the POA attorney upon completion

The Cypress Gates POA Board of Directors of DSLD Homes have created a Memorandum of Understanding regarding the integration of Cypress Gates Phase 1B into the existing Cypress Gates Subdivision. The goal of both parties is for a smooth transition that protects the existing infrastructure in Phase 1A, is economically feasible for the Builder while putting no undue financial strain on the POA. This will lead to the swift and successful completion of Phase 1B.

Guidry Development will sell 40 lots to DSLD. He will sell the final 19 lots 6 months later.

DSLD has assured the Cypress Gates POA that the use of vinyl (and hardie board) will be similar to the trims used in phase 1A. DSLD will use board and batten style vinyl in lieu of shaker style used in Phase 1A.

Once all 59 lots have been sold to DSLD, Guidry Development will turn over and deed the Common Areas to the Cypress Gates POA. At that time the POA will assume responsibility for property and liability insurance for Phase 1B Common Areas.

DSLD has agreed to provide for lawn service of Common Area when Guidry Development turns over the Common Areas of Phase 1B to the POA. DSLD will provide regularly scheduled road cleaning service in Phase 1B. If Phase 1A requires street cleaning due to construction traffic, this will also be provided. Street cleaning to be scheduled at DSLD Homes' sole discretion. In addition to these services, DSLD will pay for Riviera Utilities, including the watering of grass and the electricity for the street lights for Phase 1B until maintenance is turned over to the POA.

DSLD will turn over the maintenance of the property to the Cypress Gates POA at 50% completion, 50% of homes sold and closed so that the POA is receiving 30 yearly assessments, prorated as appropriate, from Phase 1B. This will provide income to make it possible for the POA to adequately maintain and support Phase 1B. As used in this Agreement, "lawn service" and "Riviera Utilities" and "maintenance" mean the same.

DSLD Homes shall not pay annual or special assessments on any home or Lot in subdivision. HOA dues/assessments shall begin upon DSLD LLC closing a home with a 3rd party.

Additions by POA Board of Directors

All sub-contractors of DSLD are required to use the construction entrance on Fern Avenue. Prospective buyers for Phase 1B may enter through the Cedar Street circle entrance. Large moving vans or other large vehicles associated with Phase 1A homeowners may use the Fern Avenue construction entrance to protect the infrastructure of Phase 1A.

With completion of the subdivision by DSLD, there will be an inspection by DLSD and the Board of Directors of Cypress Gates to assess and document damage to the infrastructure of the Common Areas, particularly roads, curbs, and sidewalks. Roads, curbs, and sidewalks are to be per Baldwin County specifications less normal use, wear and tear. Any damage that has occurred will be repaired by whoever caused the damage. DSLD will assist in mediating repairs. The POA will establish a protocol for documenting and reporting in a timely manner any damage occurring during construction of the 59 homes.

DSLD does not install fencing. Once a property is sold to a 3rd party, any proposed fence will need to be in accordance with Covenant Article 4, No. 3 Fences, and will require Architectural Review Committee approval.

DSLD signage at the Phase 1A front entrance will be restricted to one sign. DSLD Homes shall have signage at the model home and on all Lots owned by DSLD without restriction.


Cypress Gates POA will be responsible for attorney fees only when initiated by POA.


This agreement shall survive a recordation of an "amendment two" to the Protective Covenants of Cypress Gates.

This Memorandum of Understanding has been reviewed and agreed upon by the following:

Cypress Gates POA Board of Directors:

Builder of Phase 1B:
DLSD Homes

 5/25/18
Cynthia Dudgeon, President Date


By: Danny Pierce

4/16/18
Date

 5/25/18
Parker Medley, Vice President Date

 5/25/18
Barbara Long, Secretary Date

 5/25/18
Ben Robinson, Treasurer Date

 5/25/18
Patricia Hurd, Member-at-Large Date