

Memorandum of Understanding with Cypress Gates, LLC

May 25, 2018

Will be sent to the POA attorney upon completion

The Cypress Gates POA Board of Directors and Cliff Guidry of Cypress Gates, LLC 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 Developer while putting no undue financial strain on the POA. This will lead to the swift and successful completion of Phase 1B.

Cliff Guidry on behalf of Cypress Gates, LLC will sell 40 lots to DSLD. He will sell the final 19 lots 6 months later.

Cypress Gates, LLC will complete the following:

- 1) Add an Emergency gate. The proposed Emergency entrance is currently being used as a construction entrance. The Emergency entrance includes an emergency gate with 2 posts, a chain, and a Knox Box.
- 2) Add a fence along Fern Avenue with 80 feet of fence at the gate entrance to accommodate large vehicles
- 3) Add street lighting comparable to what is present in Phase 1A
- 4) Add landscaping to Common Areas. The POA agrees to accept lawn and trees with a sidewalk in the Common Areas of Phase 1B similar to Phase 1A. Additional flowerbeds, benches and picnic tables are not necessary. Several benches have been donated.
- 5) Add a sprinkler system with Meter to eliminate sewer charge from Riviera Utilities. Let Riviera know the water is for watering landscape only. This will decrease the water bill for DSLD and the POA.
- 6) The POA had requested the mailboxes be individual boxes with a consistent look to Phase 1A. The Developer reports the Postal Service has mandated a kiosk of mailboxes for Phase 1B.

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

Once all 59 lots have been sold to DSLID, Cypress Gates, LLC 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.

DSLID has agreed to provide for lawn service of Common Area when Cypress Gates, LLC turns over the Common Areas of Phase 1B to the POA. DSLID 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 Common Areas in Phase 1B 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 the sale of the initial 40 lots to DSLD, the Board of Directors of the POA requests that the infrastructure in Phase 1B will be assessed and documented by the Developer and the POA. Any damage to Common Areas, curbs, sidewalks, and roads will be repaired by whoever caused the damage, and will be mediated by Cypress Gates, LLC.

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

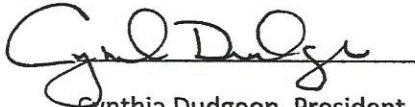
Cypress Gates POA will be responsible for attorney fees only when initiated by the POA.

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:

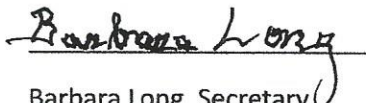
Cypress Gates POA Board of Directors:

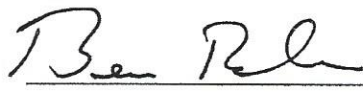
Developer of Phase 1B:
Cypress Gates, LLC

 5/25/18
Cynthia Dudgeon, President Date

 5-30-18
By: Cliff Guidry 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