

1701853

**AMENDMENT TWO
DECLARATION OF PROTECTIVE COVENANTS
FOR CYPRESS GATES, A SUBDIVISION**



Be it known that on this 30 day of May, 2018, before me, the undersigned Notary Public, duly qualified as such, and in the presence of the undersigned witnesses, personally came and appeared:

CYPRESS GATES, L.L.C., a limited liability company authorized to do business in the State of Alabama, represented herein by its duly authorized member Clifton D. Guidry (called "Developer")

who declared that, by that act recorded under Instrument No. 1010267 of the records of the Office of the Judge of Probate of Baldwin County, Alabama, Developer's predecessor in title, Go Development, LLC, as Declarant, filed a Declaration of Protective Covenants for the subdivision known as Cypress Gates Phase 1-A and thereafter assigned its rights as Declarant to Developer Cypress Gates, LLC.

Developer Cypress Gates, LLC has developed the adjacent property into a subdivision known as Cypress Gates Phase 1-B.

Developer further declared that in order to dispose of the property situated in Phase 1-B of said Subdivision to the best advantage of, and to assure all prospective purchasers that said property will be properly and uniformly developed and to make said property more desirable and attractive, it hereby imposes upon the lots in Cypress Gates Phase 1-B, the same restrictions that are applicable to Cypress Gates Phase 1-A of said subdivision, which are contained in that act recorded under Instrument No. 1010267 of the Office of the Judge of Probate of Baldwin County, Alabama, except as amended herein as follows:

Article II, No. 2 ANNEXATION OF ADDITIONAL PROPERTY

Currently reads:

Phase 1A will be created when the plat thereof is recorded in the Office of the Judge of Probate Of Baldwin County, Alabama

Amended to read as follows:

Phase 1A has been completed. The plat is signed and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, Slide # 2295B. Phase 1B has been completed and the plat is signed and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, Slide # _____.

Article III, No. 1 IMPROVEMENTS

DSLH Homes LLC has received ARC approval on all Lots to be acquired by DSLH Home LLC in Phase 1B. DSLH Homes LLC shall have the right to have and operate a model home as long as DSLH Homes LLC owns a lot in the subdivision.

Article III, No. 4 EXTERIOR FINISHES

DSLH Homes LLC has received ARC approval to also use Hardie, vinyl and board and batten vinyl.

Article IV, No. 3 SIGNS

DSLH Homes, LLC shall have the right to post a sign at entrances to the subdivision and on all lots owned by DSLH Homes, LLC, in conformance with city codes.

Article IV, No. 7 UTILITIES AND ANTENNAS restricts placement of satellite dishes:

The passage of Telecommunications Act of 1996 prohibits local HOA's from enforcing local laws banning, or even delaying mounting of a satellite dish that is less than 39 inches in diameter. Satellite Dishes restricted to be no larger than 39 inches.

Article IV, No. 11 GENERAL USE AND OTHER RESTRICTIONS:

R.V.'s, campers, boats, and small moving trucks may be parked in a homeowner's driveway for 48 hours for the purposes of loading, unloading, and cleaning provided they do not extend into the sidewalk for those properties with a sidewalk, or the curb for those properties with no sidewalk. Large moving vans must use the Fern Avenue entrance. NO overnight parking of large moving vans will be permitted in Cypress Gates. No RV parking on Surrey Loop.

Article V, No. 4 ARCHITECTURAL CONTROL

DSLH Homes LLC's landscaping is approved by the ARC without further review on all Lots to be acquired by DSLH Homes in Phase 1B.

Article VI, No. 12 PROVISIO currently reads:

...the Declarant shall have the exclusive right to appoint, remove and designate the officers and members of the Board of Directors, and neither the Lot Owners nor the Association nor use of the Common Areas by Lot Owners shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant.

Said No. 12 is amended by removing:

...the Declarant shall have the exclusive right to appoint, remove and designate the officers and members of the Board of Directors.

Article VIII, No 1 COVENANTS FOR ASSESSMENTS

DSLH Homes, LLC shall not pay annual or special assessments on any home or Lot in the subdivision.

Cypress Gates POA dues/assessments shall begin upon DSLH Homes LLC sale of a home to a 3rd party.

Amendments to Cypress Gates By-Laws

Article VII Section 7.02 to read: Send notice of each assessment via email, mailing via regular mail to Owners without access to email. Send to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

Article VIII, Section 8.08 DUTIES The duties of the officers are as follows:

No.4. Treasurer:

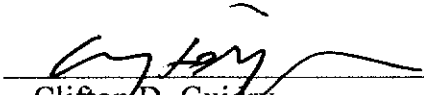
There is no requirement for an annual audit.

Developer and Declarant further declares that:

- 1) This Amendment shall also apply to Phase 1A of the subdivision;
- 2) The owners of lots in Phase 1B of Cypress Gates shall be members of Cypress Gates Property Owners Association, Inc. and
- 3) The lots in Phase 1B of Cypress Gates shall be subject to all of the terms, rules, and obligations of ownership of Cypress Gate Property Owners Association, Inc., which are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 30 day of May, 2018.

CYPRESS GATES, L.L.C.,
A Louisiana limited liability company:


By: 
Clifton D. Guidry
Its: Manager/Member

STATE OF Louisiana)

COUNTY/PARISH OF Lafayette)

I, Travis Laurent, the undersigned authority, a Notary Public in and for said County/Parish in said State, hereby certify that Clifton D. Guidry, whose name as Manager/Member of CYPRESS GATES, L.L.C., a Louisiana limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such Manager/Member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

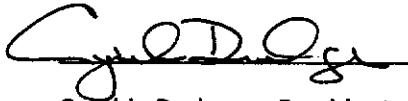
Given under my hand and seal this the 30 day of May, 2018.


Notary Public Travis Laurent
My Commission Expires: Life #61386

This Amendment Document has been reviewed and agreed upon by the following:

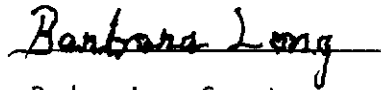
Cypress Gates POA Board of Directors:


Developer of Phase 1B:
Cypress Gates, LLC

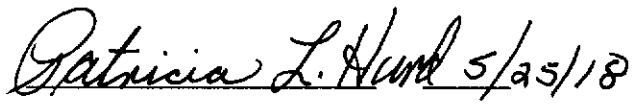
 5/25/18
Cynthia Dudgeon, President Date

 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