

2024 MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS,
AMENDMENTS AND RESTATEMENTS

REPLACING ALL PRIOR MASTER
DECLARATIONS, DECLARATIONS, COVENANTS,
CONDITIONS, RESTRICTIONS, REVISIONS,
AMENDMENTS, AND RESTATEMENTS

FOR

THE PENINSULA, A RESIDENTIAL PLANNED
COMMUNITY

2143119



BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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RECITALS

WHEREAS, H/M Partners, LLC, an Alabama limited liability company ("H/M"), subdivided certain real property located in Baldwin County, Alabama, under the name The Peninsula, Phase One, per plat thereof recorded in Slides 1562-A, 1562-B, 1563-A, 1563-B, and 1564-A ("The Peninsula, Phase One Plat") and subjected the property described on The Peninsula, Phase One Plat to that certain Master Declaration of Covenants, Conditions and Restrictions for the Peninsula, A Planned Residential Community, dated April 25, 1995 and recorded in Miscellaneous Book 83, pages 9 through 48 (the "Original Master Declaration"), as amended by the Supplemental Declaration of Covenants, Conditions and Restrictions for the Peninsula, Phase One, on April 26, 1995 and recorded in Miscellaneous Book 83, pages 71 through 106, as further amended by the Supplemental Declaration of Covenants, Conditions and Restrictions for the Peninsula, Phase One, Unit Two on December 15, 1995 and recorded in Miscellaneous Book 86, pages 807 through 817 subjecting the property described on the plat of The Peninsula, Phase One, Unit Two recorded in Slide 1617B to the Master Declaration and to the further restrictions described therein.

WHEREAS, on October 8, 1999 Honours-Peninsula Golf Club, LLC, a Georgia limited liability company ("Honours"), purchased a portion of the property described on the Conceptual Master Plan more fully described in *Exhibit A* attached hereto and made a part hereof (such portion purchased by Honours is more fully described in *Exhibit B* referenced hereto and made a part hereof) and in connection therewith HIM assigned to Honours its rights under the original Master Declaration as "Declarant;"

WHEREAS, on October 8, 1999, Declarant purchased from HIM all of its right title and interest to the property still owned by HIM that is subject to this Master Declaration more fully described on *Exhibit B-1* referenced hereto and made a part hereof.

WHEREAS, as of the date hereof Honours transfers its rights under the original Master Declaration as "Declarant" to Declarant and Declarant intends by this Master Declaration to amend and restate the Original Master Declaration as heretofore amended to impose upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties and to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, and preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Master Declaration;

WHEREAS, Declarant hereby declares that the Properties and any additional property as is hereafter subjected to this Master Declaration by Supplemental Declaration (as defined herein) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Properties and which shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, by unanimous written consent, a special meeting of the Board of Directors of the Peninsula Master Association, Inc (at that time, controlled by the real estate developers) was held on December 13, 2021. At this meeting the Peninsula Master Association formally terminated the Class "B" Control Period with a turnover date of November 22, 2021. As of this date the Peninsula Master Association transferred its rights under the original Master Declaration as "Declarant" to the Class "A" controlled Peninsula Master Association (control by the Lot owners), now,

THEREFORE, the Lot Owners, Voting Members (presidents) and Board of Directors, all desiring to have new covenants that reflect their needs and methods of living and doing business, their wishes and views, now have promulgated these 2024 Master Declarations.

ARTICLE I DEFINITIONS

Words and terms not defined herein shall have the meanings commonly given to them, especially in covenants, real estate and land development.

"Architectural Review Committee (ARC)" means the Committee established to review applications for compliance with these covenants.

"Area of Common Responsibility" means the Common Area, together with those areas, if any, which by the terms of this Master Declaration or by contract or agreement with any Association, or any commercial business or association, any golf, sports or country club, any apartment building owner or hotel owner become the responsibility of the Master Association, including without limitation, the office of any property manager employed by or contracting with the Master Association, if located on the Properties, and any public rights-of-way within or adjacent to the Properties.

"Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Master Association.

"Assessments" means collectively Base Assessments, Neighborhood Assessments and Special Assessments.

"Association(s)" or "HOA(s)" or "COA(s)" means any or all the Alabama non-profit corporations within The Peninsula governing the neighborhoods or condominiums.

"Base Assessment" means assessments levied against Owners to fund Common Expenses.

"Beach and Wetland Area" means the property described on **Exhibit D** referenced hereto.

"Board" or "Board of Directors" means the elected members of the board of Directors of the Master Association.

"By-Laws" means the By-Laws of the Master Association.

"Class "A" Control Period" means the time when the owners of Lots took control of the Peninsula Master Association from the real estate developers.

"Class "B" Control Period" means the time during which real estate developers controlled the Peninsula Master Association.

"Commercial Parcel" means the Parcel or Parcels designated on the Conceptual Master Plan as "commercial" and shall include structures, grounds and related facilities.

"Common Area" or "Common Property" means any property, buildings, fixtures, facilities or other personal property now owned or otherwise acquired by the Master Association by purchase, gift, easement, lease or otherwise to be devoted to the common use and enjoyment of the Owners, and the Beach and Wetland Area and the Private Non-Exclusive Roadway, without regard to the ownership thereof. There are two types of common areas, one maintained in a neighborhood by that neighborhood, and one like the entry gate maintained by the master for all.

"Common Expenses" means the actual and estimated expenses incurred by the Master Association for the general benefit of all Owners, including without limitation any reasonable reserves, the costs to maintain the Private Non-Exclusive Roadway, Insurance Premiums, Common Area maintenance all as may be found to be necessary and appropriate by the Board of Directors.

"Community-Wide Standard" means the standard of conduct, appearance, maintenance, and other activity generally prevailing within non-profit parts of The Peninsula, in order to, among other things: Maintain property values, morale of owners and sale-ability of lots; preserve the natural beauty of the property and its settings; maintain a pleasant and desirable environment; and establish and preserve a harmonious design for the community, as determined by the Presidents, Board and ARC, as detailed in these covenants.

"Conceptual Master Plan" means the plan for the development of the property dated April 28, 1997 described on the Amended Land Use Plan as approved by the City of Gulf Shores, Alabama, on July 14, 1997 referenced hereto as *Exhibit A*.

"Declarant" means the Master Association, as constituted since, on or about, 13 December 2021.

"Designate" or "Alternate" means the person appointed by the president or board of an Association to temporarily represent the Association in various matters with authority to cast votes.

"Golf Club and Tennis Center" means the land and facilities described in Exhibit B. Also known as "THE AMENITIES TRACT", originally covering about six (6) acres, and now divided into three separate parcels, containing, among other things: A club house, parking lots, swimming pools, workout room, tennis courts and other non-golf sports facilities and amenities. Other than Lot owners within the Associations titled as the "Lakes" and the "Racquet Club", Lot owners are required to maintain paid memberships (aka: "Social Dues") in the "Golf Club and Tennis Center" which are separate from fees, dues or memberships for the purpose of playing golf. Depending on context, usually considered a part of the Golf Course.

"Golf Course" means the current owners, management, land and facilities, intended for profit, within the properties, and doing business as "The Peninsula".

"Lot" means a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached improvement either for residential or commercial use, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, hotel rooms, apartment units, townhouse lots, cluster homes, patio or zero lot line homes and single-family detached houses on separately platted lots, as well as vacant land intended for development as such. In the case of an apartment building, hotel, condominium or commercial building or other structure which contains multiple units each unit shall be deemed to be a separate Lot.

"Majority" means those votes, OWNERS or other group as the context may indicate totaling more than fifty (50%) percent of the total number. In the event of a vote by VOTING MEMBERS, when called for by these covenants, a "majority" shall mean over fifty percent (50%) of the MEMBERS entitled to vote (weighted vote) on the issue in question. This definition does not affect those clauses requiring a 75% weighted vote.

"Meeting Call" or "Meeting" means the Board president, his/her designate, any three (3) members of the Board, or any four (4) presidents may call meetings of the Board and/or the presidents with reasonable time of notice (ten days for election of Board members).

"Master Association" means The Peninsula Master Association, Inc., an Alabama non-profit corporation, its successors or assigns.

"Member" means a Person who is an Owner of a Lot in The Peninsula and who is entitled to membership in the Master Association.

"Mortgage" means a permanent or construction mortgage or any other form of security deed, including any collateral security documents executed in connection therewith.

"Mortgagee" means a beneficiary or holder of a Mortgage.

"Mortgagor" means any Person who gives a Mortgage secured by one (1) or more Lots.

"Neighborhood" means each separately developed and denominated area (which may or may not be contiguous) comprised of one (1) or more improvement types located within the Properties, which shall be governed by its own neighborhood owners association, in which Owners have common interests other than those common to all Owners, such as a common theme, entry feature, development name and/or Exclusive Common Areas and facilities which are not available for use by all Owners.

"Neighborhood Assessments" means assessments levied against Lots in a particular Neighborhood to fund Neighborhood Expenses.

"Neighborhood Association" means the owners association which governs a Neighborhood.

"Neighborhood Expenses" mean and include the actual and estimated expenses incurred by the Master Association for the benefit of Owners within a particular Neighborhood, including Exclusive Common Areas benefiting such Neighborhood, and additional or a higher level of services provided by the Master Association, and a reasonable reserve for capital repairs and replacements requested by a Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

"Occupant" means any person who leases a Lot from an Owner in accordance with procedures and rules adopted by the Board.

"Owner" or "Owners" shall mean and refer to one (1) or more Persons (including any Parcel Developer) who hold the record title to any Lot but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Parcel(s)" means individually each separately designated piece of land designated as a "Parcel" on the Conceptual Master Plan, and collectively more than one Parcel.

"Parcel Developer" means any person or entity that purchases (i) any Parcel, or portion thereof, or (ii) any Lot with the intention of constructing a home or condominium thereon for initial sale to a subsequent residential purchaser or a commercial establishment under the applicable zoning restrictions. Each Parcel Developer shall be considered the Owner of all Lots contained in such Parcel until such time as the Parcel Developer sells or conveys such Lots to a subsequent Owner. For purposes of payment of Assessments, until a Lot is sold or conveyed to a subsequent Owner, a Parcel Owner shall be responsible for paying such Parcel's allocable share of Assessments as set forth on *Schedule 1* attached hereto and made a part hereof.

"Person" means a natural person, corporation, partnership, limited liability company, trust or other legal entity.

"Private Non-Exclusive Roadway" means the roadway described on **Exhibit C** referenced hereto and made a part hereof.

"Properties" shall mean and refer to all real property as is currently subjected to this Master Declaration, and such additional property or which shall be subjected hereto by Supplemental Declaration in the future.

"Special Assessment" is defined in Article 10.03.

"Supplemental Declaration" shall mean an amendment or supplement to this Master Declaration which subjects additional property to this Master Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

"Voting Member" shall mean and refer to the representative selected by the Owners in each Association to be responsible for casting all votes attributable to Lots in the Neighborhood for election of directors, amending this Master Declaration or the By-Laws and all other matters provided for in this Master Declaration and in the By-Laws. The Voting Member from each Neighborhood shall be the president or designate from that Association. Each Voting Member shall cast the number of votes equal to the number of Lots then occupied by Owners in the Neighborhood represented (weighted vote).

ARTICLE II PROPERTY RIGHTS

2.01 General

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area subject to any restrictions or limitations contained in this Declaration or the Bylaws or any deed conveying such property to the Master Association, and in common with the rights of all other parties having any interests or rights therein. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

2.02 Private Non-Exclusive Roadway

(a) The Private Non-Exclusive Roadway is a non-exclusive private ingress and egress roadway.

(b) The Master Association hereby grants to all Owners and their invitees, their respective successors and assigns a non-exclusive, perpetual right, privilege and easement over the Private Non-Exclusive Roadway as described in *Exhibit C*, for the purpose of ingress and egress to and from the Properties or the Common Property consistent with the Master Declaration and the By-Laws.

(c) All access to the VILLAS (or its successor) shall be via a road expressly approved, with conditions, by the Board of Directors, in their sole discretion. No direct access to Fort Morgan Road (State Hwy 180) shall be allowed.

2.03 Exclusive Common Areas

Exclusive Common Areas shall be designated as such, and the exclusive use thereof shall be assigned in the deed conveying the Common Area to the Master Association. A portion of the Common Area may be assigned as an Exclusive Common Area of a particular Neighborhood or Neighborhoods. Exclusive Common Areas may be reassigned upon the vote of a majority of the votes cast by the Voting Members, including Voting Members from the Neighborhood(s) to which such Exclusive Common Areas are assigned.

2.04 Reservation of Controlled Access Easement

(a) Each Owner and Parcel Developer, by acceptance of a deed or other instrument conveying any interest in any Lot or Parcel does hereby waive all rights of uncontrolled and unlimited access, ingress to and egress from such Lot and acknowledges and agrees that (i) in order to provide quiet enjoyment, access and ingress to and egress from the Lot and Parcel may be controlled, restricted and limited to exclude the general public therefrom, and (ii) access, ingress to and egress from the Lot and Parcel shall be limited to the Private Non-Exclusive Roadway, sidewalks, walkways, paths, trails, and bicycle and jogging paths and lanes designated as Common Areas by Master Association; provided, however, vehicular and pedestrian access to and from all Lots shall be provided at all times subject to emergencies and force majeure.

(b) The Master Association does hereby establish and reserve for itself, the Master Association, and successors and assigns, the right and privilege, but not the obligation, to (i) maintain guarded or electronically-monitored gates controlling, limiting and restricting vehicular and pedestrian access to and from any portion of the Properties and (ii) require payment of toll charges for use of any private roads within the Properties by permitted commercial traffic or by members of the general public, provided that in no event shall any such tolls be applicable to (1) any Owner or Occupant, (2) any Mortgagee or its designated representative, (3) any member, guest, family member, invitee, employee, agent of any member of Golf Course or any other person or persons from time to time who shall be afforded access to those portions of the Properties necessary or required for access, ingress to or egress from, maintenance, operation and use of Golf Course, or, (4) any governmental authorities or their designated agents and representatives.

2.05 Easement for Incidental Encroachment

Each Owner hereby establishes and creates for the benefit of, and as an appurtenance to, each other Owner's Lot and for the benefit of each Owner, their respective successors and assigns, and as a burden upon such Owner's Lot, a perpetual, non-exclusive right, privilege and easement, not to exceed a maximum of three (3) feet, in, to over and across the Lot adjoining such Owner's, for encroaching improvements provided, however, in no event shall an easement for encroachment exist if such

encroachment occurred due to willful and knowing conduct on the part of an Owner, Occupant, or the Master Association.

2.06 Easements for Utilities Providers

Each Owner hereby establishes and creates for the benefit of local water suppliers, and as a burden upon such Owner's Lot, a perpetual, non-exclusive right, privilege and easement for ingress, egress, installation, reading, replacing, repairing and maintaining water meter boxes.

2.07 Utilities

Notwithstanding anything to the contrary contained in this article, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Properties, except as may be approved by the Board. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in Section 2.03 shall in no way adversely affect any other recorded easement on the Properties.

2.08 Dedication

(a) The Master Association may in its discretion dedicate, donate or grant the Private Non-Exclusive Roadway to Baldwin County, Alabama, or to any other local, state or federal governmental entity.

(b) The Board of Directors shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Baldwin County, Alabama, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in this Master Declaration.

2.09 Easement for Golf Balls

Every Lot and the Common Area and the common property of any Neighborhood are burdened with a perpetual, non-exclusive easement permitting golf balls unintentionally to come upon the Common Area, Lots or common property from the Golf Course for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled or otherwise enclosed, the golfer will seek the permission of the Owner before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

2.10 Easement for Golf Maintenance

Every Lot and the Common Area and the common property of any Neighborhood and each Parcel are hereby burdened with a perpetual, nonexclusive easement permitting golf maintenance equipment and employees from intentionally or unintentionally entering such property, for the purpose of maintaining the Golf Club and Tennis Center and related amenities and facilities, including, without limitation, golf cart paths, and irrigation system components. This right shall include, without limitation, the right to access all utilities and infrastructure improvements or services, including without limitation any subsurface utilities, irrigation lines, drainage facilities, and electricity lines, serving The Golf Course (provided that the owner of the Golf Course, or its agents or assigns, return any affected property to substantially the same condition as it existed prior to any disturbance under the easement rights granted herein), the right to traverse such property for access to lakes and other property on the Golf Course, the right to enter upon such property for the purpose of constructing, repairing, replacing, and relocating golf cart paths, the right to operate maintenance equipment on and over the Properties, the right to perform aesthetic landscaping work and maintenance on portions of Properties, and a temporary

construction easement over the Properties in the event that such use is incidental to any planned construction on the golf course.

2.11 Easement for Golf Cart Paths

Every Lot and the Common Area and the common property of every Neighborhood is hereby burdened with a perpetual nonexclusive easement for the golf cart paths as more particularly described on Exhibit E, for the benefit of the employees, guests, invitees, agents, or contractors of the owner of the Golf Course. Such easement shall include a temporary construction easement for the purpose of repairing or replacing or relocating any existing golf cart path, with all such maintenance and repairs to be performed by the owner of the Golf Course at no expense to the Owners or the Master Association.

2.12 Right of Entry

(a) The Master Association shall have the right, but not the obligation, to enter into any Parcel or Lot for emergency, security and safety, which right may be exercised by the officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the applicable Parcel Developer or Owner. This right of entry shall include the right of the Master Association to enter a Parcel or Lot to cure any condition which may increase the possibility of a fire or other hazard in the event a Parcel Developer or Owner fails or refuses to cure the condition upon request by the Board.

(b) There is hereby granted to the City of Gulf Shores, Alabama, and to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, building inspection services, police services and any emergency services such as fire, ambulance and rescue services, a non-exclusive right of ingress and egress over the Private Non-Exclusive Roadway. In addition, the City of Gulf Shores, Alabama, shall have the right of ingress and egress over and across the Private Non-Exclusive Roadway for the purpose of completion of construction of the roadway in compliance with the Escrow Agreement by and between Declarant and the City of Gulf Shores, Alabama, et al., dated April 24, 1994.

2.13 Rights of Access and Parking

The Golf Course and the property described on the Conceptual Master Plan which is not part of the Properties, the members (regardless of whether such members are Owners hereunder), guests and invitees, and the employees, agents, contractors and designees of the Owner of the Golf Course and the property described on the Conceptual Master Plan which is not part of the Properties, shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Golf Course and the property described on the Conceptual Master Plan which is not part of the Properties, respectively, and, further, over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course and the property described on the Conceptual Master Plan which is not part of the Properties. Without limiting the generality of the foregoing, members and authorized users of the Golf Course or owners and invitees of the property described on the Conceptual Master Plan which is not part of the Properties and permitted members of the public shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during and after golf tournaments and other approved functions held by/at the Golf Course or by the owner or owners of the property described on the Conceptual Master Plan which is not part of the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.01 Membership

Every Owner shall be deemed" to have a membership in the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. A Member does not include Persons who hold an interest merely as security for performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one (1) or more persons, shall have more than one (1) membership per Lot owned. The rights and privileges of membership, including the right to vote, may be exercised by a Member, or the Member's spouse, but in no event shall there be more than one (1) Member for each Lot. When more than one person holds such interest in any Lot any vote or action taken on behalf of such Lot shall be exercised as those Owners themselves determine and advise the Voting Member, if necessary, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event one or more Person seeks to exercise it. Each Voting Member shall cast its votes in a uniform manner for every owner in the neighborhood.

3.02 Neighborhood Associations

(a) Every Lot shall be located within a Neighborhood. A Neighborhood Association shall be established by a Parcel Developer prior to commencing construction of any improvements on its Parcel, and the Owners of Lots shall be required to join and maintain such Neighborhood Association.

(b) Initially, each Parcel shall constitute a Neighborhood. Upon a petition signed by a majority of the Owners in a Neighborhood, any Neighborhood Association may also apply to the Board of Directors to combine two Neighborhoods into one Neighborhood. Any such application shall be in writing indicating the boundaries of the proposed Neighborhood. The Board of Directors may grant or deny an application in its sole discretion, and all decisions approving such requests are subject to approval as necessary by any governmental authority.

ARTICLE IV MAINTENANCE

4.01 Responsibility of Master Association

(a) The Master Association shall maintain and keep in good repair the Area of Common Responsibility. This maintenance shall include, but need not be limited to, maintenance, repair and replacement subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Area of Common Area Responsibility, including, but not limited to, drainage systems, recreation and open space, estuarine systems, utilities, traffic control devices, the mosquito control program, the pedestrian system, and the Private Non-Exclusive Roadway.

(b) All costs associated with maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots in the Properties as provided in Section 10.02 as part of the Base Assessment.

(c) The Master Association may, in its sole discretion, assume the maintenance responsibilities of a Neighborhood set out in this Master Declaration or in any Supplemental Declaration or declaration subsequently recorded which creates any Neighborhood Association upon all or any portion of the Properties. In such event, all costs of such maintenance shall be paid to the Master Association by the

Neighborhood Association which shall then assess only against the Lots within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. The provision of services in accordance with this Section 4.01(c) shall not constitute discrimination within a class.

(d) The Master Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The expenses of such maintenance shall be Common Expenses.

4.02 Responsibility of Owner

(a) Each Owner shall maintain its Lot and all structures, parking areas and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood Association pursuant to any additional declaration of covenants applicable to such Lot.

(b) If any Owner fails properly to perform its maintenance responsibility, the Master Association may perform it and assess all costs incurred by the Master Association against the Lot and the Owner thereof as a Special Assessment in accordance with Section 10.05 (b); provided, however, except when entry is required due to an emergency situation, the Master Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

4.03 Responsibility of Neighborhood

(a) All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment and ultimately charged by the applicable Neighborhood Association solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned.

(b) Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Common Area within or adjacent to such Neighborhood, which may include, without limitation, buildings and amenities within the Neighborhood, the costs of maintenance of any right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association

(c) Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Master Association may perform it and assess the costs against such Neighborhood Association as a Special Assessment as provided in Section 10.05(c).

ARTICLE V

INSURANCE AND CASUALTY LOSSES

5.01 Insurance

(a) Insurance obtained on the Properties within any Neighborhood, whether obtained by such Neighborhood or the Master Association, shall at a minimum comply with the applicable provisions of Section 5.02. All such policies shall provide for a certificate of insurance to be furnished upon request, to each Member insured, to the Master Association and to the Neighborhood Association, if any. Each policy may contain a reasonable deductible. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(b) The Board of Directors shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained.

(c) The Master Association may, upon request of a Neighborhood, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance for the common property of such Neighborhood, if reasonably available, and if not reasonably available, then at a minimum, fire and extended coverage, in such form as the Board of Directors deems appropriate and charge the costs thereof as a Neighborhood Assessment.

(d) The Board of Directors shall also obtain a public liability policy covering the Common Area, the Master Association and its Members for all damage or injury caused by the negligence of the Master Association or any of its Members or agents. The public liability policy shall provide limits of at least One Million Dollars (\$1,000,000.00) each single occurrence and Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage liability claims. In addition, a commercial umbrella liability policy shall be provided with a liability limit of at least Five Million Dollars (\$5,000,000.00).

(e) The Board of Directors shall obtain worker's compensation insurance, if and to the extent required by law, directors, and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the funds of the Master Association, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the director's best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Master Association of any cancellation, substantial modification or nonrenewal.

(f) Premiums for all insurance on the Common Area shall be Common Expenses of the Master Association and shall be included in the Base Assessment; provided, in the discretion of the Board of Directors, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood benefited thereby.

5.02 Minimum Requirements

All insurance coverage obtained by the Board of Directors shall at a minimum comply with the following:

- (a) All policies shall be written with a company licensed to do business in Alabama which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.
- (b) All policies on the Common Areas shall be for the benefit of the Master Association, its Members and Mortgagees; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners within the Neighborhood and their Mortgagees, as their interests may appear.
- (c) All all-risk casualty insurance or fire and extended coverage shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction (and for this purpose the amount of any deductible shall be added to the face amount of the policy to determine whether the insurance equals the full replacement cost).
- (d) Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (e) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.
- (f) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available and an agreed amount endorsement with an annual review by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in the Baldwin County, Alabama, area.
- (g) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
 - (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests.
 - (ii) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - (iii) that the Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or nonrenewal.

5.03 Individual Insurance

- (a) By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry blanket all-risk property insurance and public liability insurance on the Lot and structures constructed thereon meeting the same requirements as set forth in Section 5.02 for insurance on the Common Area, unless the Master Association at the request of the Neighborhood Association for the Neighborhood in which the Lot is located carries such insurance (which they are not obligated to do hereunder).

(b) In the event of a partial loss or damage resulting in less than total destruction of structures comprising its Lot, the Owner of the affected Lot shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds.

(c) In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard. Notwithstanding the foregoing, any Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lots subject to its jurisdiction and the standard for returning the Lots to their natural state in the event the structures are not rebuilt or reconstructed.

5.04 Damage and Destruction

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Master Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this Section 5.04(a), means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least seventy-five percent (75%) of the total vote of the Master Association, if Common Area, or the Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days.

No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area or common property of a Neighborhood Association shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Master Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

5.05 Disbursement of Proceeds

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

5.06 Repair and Reconstruction

If the damage or destruction to the Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to pay the cost of such repair or construction, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as the assessment of Base Assessment, provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners in the affected Neighborhood Association shall be subject to assessment therefor. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

Except as is permitted in the Master Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties, or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Master Declaration. This Article VI shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Master Declaration.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of Voting Members representing at least two-thirds (2/3) of the total Master Association) or, by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board of Directors shall determine.

ARTICLE VIII RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

8.01 Common Area

The Master Association, subject to the rights of the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Master Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard, and consistent with the terms of the Permits,

8.02 Rules and Regulations

(a) The Master Association may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Master Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Master Association.

(b) The Master Association, by contract or other agreement, shall have the right to enforce city or county ordinances or the Permits, or it may allow the applicable governmental authority, to enforce ordinances and permits on the Properties for the benefit of the Master Association and all Owners.

8.03 Implied Rights

The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or the Bylaws and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.04 Governmental Interests

The Master Association shall designate sites within the Properties for fire, police, water and sewer facilities.

8.05 Parcel Developers and Neighborhood Associations

(a) All Parcel Developers shall be responsible for conforming with and adhering to the requirements of all laws, ordinances, and the Permits, including, without limitation, the Alabama Department of Environmental Management ("ADEM") Coastal Non-Regulated Use Permit MSC-94-08, as modified, and NPDES Stormwater Discharge Permit ALR104350, and these Covenants Conditions and Restrictions. After such time as the Parcel Developer has relinquished control of its Neighborhood Association to the board of directors of such Neighborhood Association, the board of directors of such Neighborhood Association shall be responsible for the compliance described in this paragraph.

(b) Each Parcel Developer and Neighborhood Association jointly and severally indemnifies and holds harmless Master Association from any and all costs, penalties, damages or injuries, including attorneys' fees and expenses, caused by such Parcel Developer's or Neighborhood Association's failure to abide by any governmental requirement, and covenants to cooperate with the Board at their expense in any proceeding, extension, or remediation necessitated by Parcel Developer's or Neighborhood Association's actions, whether negligent or intentional.

ARTICLE IX BUDGET, FINANCE AND ACCOUNTING

9.01 Budget and Base Assessment

(a) Base Assessments shall be allocated among the various Neighborhoods in proportion to *Schedule 1* attached hereto except as provided in Section 10.04, Base Assessments shall be allocated equally among all Owners within each Neighborhood. If the "Parcel Weight" in Schedule 1 changes from what is currently assigned to any "Neighborhood or Parcel" for any reason, then the "Parcel Weights" and the total number of "Lots, Units or Parcels" accordingly, shall be automatically revised without the necessity of amending these covenants. Any increase in "Parcel Weight" shall require the written permissions as required in Schedule 1.

(b) It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Master Association during the coming year. The budget shall include capital contribution establishing reserve funds in accordance with a capital budget separately prepared. The total estimated Common Expenses and budgeted capital contribution shall be divided and assessed equally against all Lots as a Base Assessment.

9.02 Levy

The Board of Directors shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot in the Properties for the following year to be delivered to all the Associations at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall be approved or disapproved by a vote of Voting Members representing a majority of the Members of the Master Association (weighted vote). In the event the proposed budget is disapproved or the Board fails to determine the budget for any year, then and until such time as a budget determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

9.03 Capital Budget and Contribution

The Board of Directors shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Master Association, as shown on the capital budget, with respect to both the amount and timing of annual Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the budget and allocated like and charged with the Base Assessment.

9.04 Accounting

The fiscal year shall be the calendar year unless changed by resolution of the Board of Directors. Accrual accounting, as defined by Generally Accepted Accounting Principles, shall be employed. Accounting and controls should conform to Generally Accepted Accounting Principles (GAAP). Cash accounts of the MASTER ASSOCIATION shall not be commingled with any other accounts.

9.05 Letter of Review

At the call of the Board of Directors or the presidents, a Letter of Review shall be to be generated and the contents thereof made known to the Associations.

9.06 Safeguarding of funds

All funds of the Peninsula Master Association shall be deposited with financial institutions that are members of the Federal Deposit Insurance Corporation (FDIC) or such successor agency as Congress may dictate. All accounts and any investment instruments shall be insured by FDIC, and no accounts or investments shall exceed the FDIC coverage limits.

9.07 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Master Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution or by contract of the Board of Directors.

ARTICLE X ASSESSMENTS

10.01 Creation of Assessments

Subject to the terms and conditions of this Master Declaration, there are hereby created assessments on the Properties for Master Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10.06. There shall be three (3) types of assessments: (a) Base Assessments; (b) Neighborhood Assessments; and (c) Special Assessments. Except as provided in this Master Declaration, each Parcel Developer and Owner, by acceptance of a deed or recorded contract of sale to any portion of the Properties, is deemed to covenant and agree to pay such Parcel or Lot's proportionate share of all Assessments levied against such Parcel or Lot.

10.02 Assessments for Commercial Lots

Notwithstanding anything to the contrary contained herein, Assessments to be allocated to the commercial Lots which are part of the Properties shall be established at the rate of one (1) assessment unit (or Lot) for each one thousand five hundred (1,500) square feet (or less) of such commercial lot; that is, by way of illustration, a commercial Lot containing 1,500 square feet or less shall be assessed as one Lot, a commercial Lot containing more than 1,500 square feet but less than 3,000 square feet shall be assessed as two (2) Lots.

10.03 Special Assessments

(a) In addition to the Base Assessments, the Master Association may levy special assessments on Owners from time to time for expenses or projected expenses not contemplated in the Common Expense budget by affirmative vote of the Voting Members representing a majority of the Members of the Master Association. The obligation to pay Special Assessments shall be computed on the same basis as for Base Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) The Master Association may unilaterally levy a Special Assessment against any Owner to reimburse the Master Association for costs incurred in bringing an Owner and his Lot into compliance with the provisions of the Master Declaration, any amendments thereto, the Articles, the Bylaws, the Permits, and the Master Association or Neighborhood Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity for a hearing.

(c) The Master Association may unilaterally levy a Special Assessment against all of the Lots in any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Master Declaration, any amendments thereto, the Articles, the Bylaws, the Permits, and the Master Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Neighborhood Association and an opportunity for a hearing in accordance with the Bylaws.

10.04 Golf Club and Tennis Center Social Membership (Swim, Tennis & Fitness)

(a) Owners (Members) in the current and future Associations, except for those in the Lakes or the Racquet Club, shall obtain and maintain memberships in the social facilities operated by the Peninsula Golf Club and Tennis Center and pay dues thereto.

(b) As of 01 July 2025, the Peninsula Master Association and subsidiary Neighborhood Associations shall cease collecting membership dues for the Golf Club and Tennis Center.

10.05 Lien for Assessments

(a) The Master Association is hereby granted a lien on each Lot upon the goods, furniture and effects belonging to the Owner and located in such Lot, which lien shall secure and does secure the monies due for all Assessments (whether due to the Master Association directly or to the Neighborhood Association) now or hereafter levied or subject to being levied against the Lot which lien shall also secure such late charges, penalties and interest, if any, which may be due on the account of any delinquent Assessments owing to the Master Association attributable to a Lot, and which lien shall also secure all costs and expenses, including a reasonable attorney's fees, which may be incurred by the Master Association in enforcing this lien upon the Lot in the Neighborhood. The lien for unpaid Assessments shall be prior and superior to all other liens, except (i) liens for real estate taxes and other governmental assessments or charges against the Lot and (ii) the lien or charge of any Mortgage of record with first priority over other mortgages recorded before the date on which the assessment sought to be enforced became delinquent and made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure, as if a mortgage with power of sale.

(b) The Master Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Master Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged such Lot had it not been acquired by the Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

10.06 Date of Commencement of Assessments

Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. Notwithstanding anything herein to the contrary, Parcel Developers shall be responsible for paying all Assessments applicable to their Parcel and/or Lots for the portion remaining in the fiscal year during which they acquire the Parcel and/or Lots, and for the entire fiscal year for each fiscal year thereafter during which Parcel Developer owns such Parcel and/or Lot on the first day of such fiscal year, without regard to any prorations or agreements that might exist between the Parcel Developer and the purchaser of any individual Lot. In the event that additional Lots are subjected to this Master Declaration during the course of a fiscal year, the Assessments shall not be required to be recalculated

on the basis of the additional Lots; rather, any such recalculation and any resulting adjustments or credits to the amount of the Assessments shall be at the sole and absolute discretion of the Board of Directors.

10.07 Subordination of the Lien to Institutional First Mortgages

The lien of Assessments, including interest, late charges (subject to the limitations of Alabama law) and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any institutional first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first Mortgage, or transfer to an institutional first Mortgagee or third party pursuant to a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding an institutional first Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successor and assigns shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all Owners of the Lot, including successors and assigns.

10.08 Exempt Property

Notwithstanding anything to the contrary herein, the following property shall be exempt from computation or payment of assessments related thereto:

- (a) all Common Area including the property described as the Private Non-Exclusive Roadway); utility; and
- (b) all property dedicated to and accepted by any governmental authority or public, and
- (c) all property owned by the Master Association.

ARTICLE XI

COVENANTS GOVERNING THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

11.01 Generally

(a) The Board of Directors shall have the authority and standing to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in this Article XI.

(b) No construction, which shall include within its definition staking, clearing, excavation, grading and other site work, no exterior alteration or modification of existing improvements and no plantings or removal of plants, trees or shrubs shall take place except in strict compliance with this Article XI.

11.02 Establish Architectural Review Committee (ARC)

(a) There shall be a standing committee titled, "Architectural Review Committee," (aka ARC). The committee shall have no less than three (3) members, nor more than seven (7) members, as appointed or dismissed by the president of the Board of Directors from time to time, and no members of the ARC, including any chair of ARC, may serve on the Board of Directors. Whereas most of the "Architectural and Land use Covenants" and the "Request for Modification" applications concern single-family lots, six (6) places on ARC are reserved for Associations having single-family houses. No more than two persons per Association may serve. The Board of Directors is not obligated to fill all the positions on ARC.

(b) At the first ARC meeting of each calendar year, the members shall elect among themselves a chair and such other officers as they deem needed. No one shall serve as ARC chair more than one year at a

time. An ARC member shall recuse himself/herself from reviewing an application from their Association. If a modification application is denied or returned for further information or revision, the ARC member from that Association is encouraged to personally contact the owner. It is presumed that an Owner may require guidance regarding resubmittals. The ARC may recommend Covenants changes to the Covenants Committee.

(c) Process and Penalties

The ARC may write procedures for applications, forms, penalties for violations and for processing the same, subject to conditions listed in these covenants and as approved by the Board of Directors. There may be a set of penalties for Architectural violations and a set of penalties for Land Use violations. ARC is encouraged to design its procedures and application forms to expedite review for the benefit of applicants.

(d) On the applications, the names of ARC members shall be preprinted on the forms next to the signature lines so the applicant may determine who serves on ARC and who signed the application. All this part shall be double spaced for clarity.

(e) ARC may design added application forms unique to requirements in the Architectural and Land Use Covenants for which less data is needed for ARC evaluation. ARC may in the instructions for any application forms, specify data that does not need to be included in certain cases. All this is subject to approval by the Master Board of Directors.

(f) A majority vote of ARC members present, or attending remotely, shall be required to approve or deny an application. To expedite processing of applications, it may be noted on an application that an ARC member “signed” a form remotely with “online” printed on their signature line.

(g) ARC or the service agent shall forward copies of all applications, denials, appeals, requests for further information and resubmittals, etc., to the President of the applicable Association, and the applicant.

11.03 Approval Required

(a) No structure or adornment shall be commenced, erected, moved onto or permitted to remain on the properties nor shall any existing structure upon the properties be altered in any material way, to alter the exterior appearance thereof, nor shall any new use be commenced on the properties unless an application form as designed by ARC and approved by the Board of Directors, with plans and specifications (including description of any proposed new use) thereof shall have been submitted to in writing and approved in writing by ARC. ARC, its members, or the service agent shall not give verbal approvals.

(b) ARC may require any or all the following be submitted:

1. Architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height, and materials of all structures proposed.
2. A site plan of the lot showing the location of all structures on the lot or parcel, including proposed front, rear and side setbacks and free spaces, if any are proposed, location to other lots and structures, driveways and parking spaces on lot or parcel.
3. A grading plan, a drainage plan and a landscaping plan.

4. U.S. Army Corp. of Engineers and any other Federal, State, and local government permits required, including all zoning and planning authority requirements.

11.04 Criteria for Approval or Denial of Applications

(a) If the ARC denies an application for not meeting the-Community-Wide Standard, then specific reasons shall be listed why the Standard is not met.

(b) In all denials of applications, specific reasons shall be listed, beyond just quoting the criteria herein.

(c) Incompatibility of architecture and/or colors on a lot or house to nearby lots and houses, may be grounds for denial.

(d) Application may be denied as to house position on a lot, site plan or grading plan, drainage plan, landscaping plan, color scheme, finish, proportions, style of architecture, materials, height, bulk, lack of parking area, driveways and curb cuts.

(e) Application may be denied for failure to consider topography, vegetative characteristics, natural environment and storm water runoff.

(f) Application may be denied for failure to comply with the Master Declaration.

(g) Application may be denied for failure to include information as may have been reasonably requested.

(h) ARC is encouraged to find alternatives to denial where reasonably possible, such as granting a variance.

11.05 Criteria for Granting Variances

(a) A variance would not noticeably affect the Community-Wide Standard.

(b) A variance would normally not be noticeable to the passerby.

(c) Is a hardship involved, as determined by ARC in its sole discretion

(d) Items (a), (b) and (c) should be met before granting a variance.

(e) The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(f) A variance in dimensions would be small relative to the structure or Lot affected. Normally, measurements would need to be made to determine a variance had been granted.

(g) Variances should be considered to accommodate persons with disabilities.

(h) Granted variances must be in writing, recording the reasons for granting the variance, plus recording which of the above criteria are met.

11.06 Scope of Review by ARC

(a) The scope of review by the architectural review committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Approval by the architectural review committee shall not represent a warranty, implied or otherwise, and shall not subject the architectural or the master association to any liability whatsoever. The Architectural Review Board (ARC) must approve all architectural elevations, features and materials, as well as landscaping, of any new home within Peninsula. Upon completion of construction of any new home, the ARC must inspect the home and landscaping to ensure that the home has been constructed in accordance with approved plans and specifications. Any future additions or attachments to a home or landscape (including outside play structures and fences) require the prior written consent of ARC.

(b) The City of Gulf Shores Building Inspection Department issues all permits for structures including single family homes. Additionally, this department assigns the minimum building floor elevation, based on the flood insurance rate maps for each individual house. This department must also do periodic inspections during construction to see that the minimum building code standards are being met. Upon completion of construction a final inspection is made, and Certificate of Occupancy is required from this department prior to occupying the house.

11.07 Effect of Approval and Disapproval

No change of policy or covenants shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel or Lot of any plans or specifications shall not be deemed a waiver of the right of the ARC, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Lot. Approval of any such plans and specifications relating to any Parcel or Lot, however, shall be final as to that Parcel or Lot and such approval may not be revoked or rescinded thereafter, provided, that the structure or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Master Declaration.

11.08 Approval Period and Records

If not processed within thirty (30) days after proper submission, an application shall be deemed approved. Unless ARC agrees to an extension, construction shall start within six months of application approval. ARC shall retain copies of approved applications, plans and specifications up to nine months, after which the above materials shall be returned to the applicant. If construction is not started within 6 months of application approval, then the entire ARC approval process must be repeated.

11.09 Appeal of a Denied Application

An Owner may request a hearing before the Board of Directors of a denied application, at which Owner may plead their case. Hearing may be in Executive Session at a regularly scheduled meeting of the Master Board but shall not be unduly delayed. The Board of Directors shall be furnished copies of the application including the reasons given for denial or return of the application. Penalties shall be held in abeyance until after the Board of Directors renders a decision, and the Board of Directors may forgive penalties.

11.10 Neighborhood HOA Covenants

In HOA association covenants, any Architectural or Land Use controls or restrictions which resemble Architectural and Land Use Covenants, shall remain in effect, as long they are more restrictive.

11.11 ARC Enforcement

The ARC and the Master Association are responsible for enforcing the Architectural and Land Use Covenants and Restrictions and shall not change the wordings or meanings thereof. ARC shall conduct final inspections of new construction in accordance with Article 12. However, ARC is allowed to exercise reasonable judgment in enforcement to not overburden an owner. ARC and the Master Association are charged to enforce the covenants in a consistent, reasonable, fair and equitable manner, without favoritism or discrimination.

11.12 Resolve ARC Enforcement Proceeding at Sale

If a Lot is sold during an ARC enforcement proceeding, the enforcement proceeding conveys to the new owner.

11.13 Inspection and Testing Rights

The Master Association or the Architectural Review Committee, or their agents, may at any reasonable time or times enter upon and inspect any Parcel or Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel or Lot and the maintenance, construction, or alteration of the structures thereon are in compliance with the provisions hereof; and neither Master Association nor the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with this Master Declaration, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the Owner of a Parcel or Lot or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate, the Master Association or the ARC to take any particular action based on the inspection.

11.14 Waiver of Liability

Neither the Architectural Committee nor the Master Association, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this Master Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 11.14 for any cause arising out of the matters referred to in this Section 11.14 and further agree to and do hereby release said entities and persons for any and every such cause.

11.15 Non-conforming Architecture or Land Uses

(a) Those Architectural or Land Uses in existence on or before 13 December 2021, or approved by ARC since, which do not meet the current Architectural and Land Use Covenants, are not subject to ARC enforcement to bring the non-conforming parts into compliance. They are considered “grandfathered”, reference paragraph 11.15(b) below.

(b) Prior to 13 December 2021, The Peninsula Master Association and its Architectural Committee were controlled by persons engaged in For-Profit real estate development of The Peninsula, with the objective of selling Lots rather than of adhering to the covenants and/or any architectural and land use standards or rules in existence at that time. Therefore, ARC and the current Peninsula Master Association and its

Board of Directors are not bound by any alleged precedents claimed due to changes, errors and omissions, waivers, variances and non-conforming land uses or architectural features which occurred or existed prior to 13 December 2021, whether or not authorized by the then serving Master Association, under the guise of the Architectural Committee or of no committee at all. Since 13 December 2021, the presidents of the Associations and the Board of Directors have charged ARC to administer the covenants and any architectural and land use standards, conditions or rules in a consistent, reasonable, fair and equitable manner, without favoritism or discrimination.

(c) Architecture or Land Uses in existence which are made non-conforming by a change in the Architectural and Land Use covenants, are also “grandfathered.”

(d) If an owner with a “grandfathered” lot or unit submits a modification application, ARC shall NOT require the “grandfathered” part to be changed as a condition of approving the modification application.

ARTICLE XII ARCHITECTURAL AND LAND USE COVENANTS AND RESTRICTIONS

12.00 Generally

(a) The Properties shall be used only for the purposes designated by this Master Declaration (which may include, without limitation, residential Lots, commercial Lots, offices for any service agent retained by the Master Association or business offices for the Master Association). The document creating any Neighborhood Association may impose restrictions and stricter standards than those contained in this Article XII. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce both the standards imposed by this Declaration and by a Neighborhood Association.

(b) The Master Association shall have authority to make and to enforce standards and restrictions governing the use of the Properties. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on private roads within the Properties. Such regulations and use restrictions shall be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting of the Master Association by the vote of Voting Members representing a seventy-five percent (75%) of the Members.

(c) All lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only and no other use thereof, including, without limitation, swinging, motorized boating, playing or use of personal flotation devices, shall be permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof. This Section shall not apply to the water adjoining the Beach and Wetland Area or any riparian rights or rights to use water in connection therewith.

12.01 Architectural Review Committee (ARC)

The ARC must approve all architectural elevations, features and materials, as well as landscaping, of any home within Peninsula. Upon completion of construction of any home, the ARC must inspect the home and landscape to ensure that the home has been constructed in accordance with approved plans and specifications. Any future additions or attachments to a home or landscape (including outside play structures and fences) require the prior written approval of ARC. ARC shall not permit or change prohibited items.

The following items require ARC review and approval, owners must submit an ARC application for any of the below listed exterior changes.

Restrictions and Guidelines in alphabetical order:

12.02 Antennas

No exterior antennas, aerials or other apparatus for the transmission or reception of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, including any lot, without written consent of the ARC. (TV satellite dishes or Internet panels excepted)

12.03 Boats

The outside storage of boats and recreational vehicles is prohibited upon the properties longer than 24 hours.

12.04 Building Percentage Coverages

Lakes (Phase 1)	Lots A1-A33	Lots B1-B40	Lots C1-C85
Maximum Coverage	30% of lot	30% of lot	35% of lot

Story	Lots A1-A33	Lots B1-B40	Lots C1-C69	Lots C-70-C85
1	2,400 SF	2,000 SF	1,800 SF	1,400 SF
Story				
2	12.26 MINIMUM	2,000 SF	2,000 SF	1,400 SF
Story	SQUARE	(1,200 SF	(1,000 SF	(1,400 SF 1 st
	FOOTAGE	1 st floor)	1 st floor)	floor)
	REQUIREMENT			
	S			

(b) Baywalk – N/A; The Project is complete

(c) The Boulevard – Single Story – 2,500 sq. ft.
Two Story ground floor – 2,000 sq. ft.
Two Story total – 2500 sq. ft.

(d) The Preserve – Lots 1-10 – 3,000 sq. ft.

(e) The Retreat – Lots 1-49 – 2,000 sq. ft.

(f) The Haven – Single Story – 3,000 sq. ft.
Two Story ground floor – 2,000 sq. ft.
Two Story total – 3000 sq. ft.

12.05 Carports and Garages

A separate detached garage or utility/storage building will be permitted only if approved in advance by ARC.

Carports and garages shall have a minimum of 2 cars and a maximum of 4 cars. Garage doors may not face the street, except when permitted by Neighborhood Declarations

12.06 Chimneys

No exposed prefab chimney flue pipes are permitted. Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal, (self-insulated) type with a metal spark arrestor at the top of the chimney, it must be enclosed by a visual screen of a material approved in advance by the ARC.

12.07 Construction Project Hours

All contractors and construction work must be from 7am – 6pm Monday through Friday and 8am – 5pm on Saturday and Sunday. Only inside work is permitted on Sunday.

12.08 Domestic Animals

Unless in a fenced-in area (includes electronic fencing), dogs shall be leashed at all times when outside. Owners assume all liability for unleashed dogs. Only three (3) domesticated animals are allowed per household.

12.09 Drainage and Septic Systems

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Master Association may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Master Association hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

12.10 Driveways

All driveways and parking areas shall be surfaced with concrete, brick pavers, or similar approved material. No asphalt, shell, gravel, or dirt driveways are permitted.

All curbs, aprons, and sidewalks, on or off, the residential lot, shall be repaired to the original quality, by the lot purchaser, if damaged during home construction.

Driveways must be a minimum of 3 ft from the property line.

Driveway widths shall be a maximum of 20 ft for front loading garages, and 12 ft for side loading garages.

12.11 Doors

Screen doors are prohibited except on screened porches.

12.12 Decks, Patios, Porches

Decks, patios, porches, and pools must be within lot setbacks and any deed restrictions.

Paving surface materials should be consistent with, or compliment, the architecture of the home: stone, brick, tile, wood or concrete.

Area under decks, patios, porches shall not be open to view. The approved exterior finished building material of the house or painted lattice shall be used to enclose the underside of all decks, patios, porches. ARC approval is required for any other screening material. Landscape alone may not provide the amount of screening required.

12.13 Exterior Walls

The approved finish building materials shall be applied consistently to all sides of the exteriors of the house and approved detached buildings. Materials will be taken from the soffit to the finish grade level on all sides, including around decks, patios, and porches.

Materials shall be brick, stone, stucco, or wood or other material approved in writing from the ARC.

No simulated brick or stone is permitted.

No exposed unfinished concrete walls or blocks are permitted.

No vinyl siding or aluminum siding is permitted.

Vinyl material will be permitted only on soffits and trim areas of homes.

No unstained or unpainted siding or trim is permitted.

12.14 Exterior Paint Colors

(a) Excessively bright or dark colors are prohibited.

(b) Exterior colors for adjacent condominium buildings may be identical.

Exterior colors for adjacent houses shall not be identical.

(c) Exterior colors of condominium buildings and houses are not limited to their original colors.

(d) Equivalent exterior colors may be used in place of listed brands, codes, and coating types, unless otherwise prohibited. "Built-in" colors are permitted, so long as "true to color".

(e) Within Associations without approved "Color Palates", ARC shall take into consideration the exterior colors currently used in that Association as a guide to approving new exterior colors.

(f) Any Association may submit to ARC a "Color Palette" showing or listing exterior colors or ranges of exterior colors, with or without accompanying criteria, to be used by ARC in approving or denying future applications for external colors within only that Association. The "Color Palette" shall not supersede the requirements of 12.14 (a) through (d).

12.15 Fence

(a) No fencing shall be permitted in the front yard of a residence.

Fencing shall not exceed 6 ft in height, or 4 ft in height along the golf course boundary and extending to the rear setback line.

(b) Wrought Iron Fencing:

Fencing meeting the following criteria and upon ARC written approval, will be allowed along the golf course:

1. Wrought iron only, primed and painted black.
2. A minimum of 2 horizontal rails is required.
3. Any gates required shall be submitted for ARC approval.
4. Columns may be brick, stucco, or another natural material that is consistent with materials used on the home and approved by ARC.

(c) Wood Fencing:

Wood fences are prohibited except along the boundaries of The Peninsula.

12.16 Firearms

Discharge of firearms is prohibited.

12.17 Firewood Storage

Firewood piles are to be maintained in good order and must generally be located within the extended rear sidelines of the house and in the rear yard in order to preserve the open space vistas.

Woodpile coverings are allowed only if the cover is an earth tone color and the woodpile is screened from the view of the street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it. No other tarps may be used if visible from any other property.

12.18 Foundations

No exposed concrete masonry block or similar unfinished foundation walls are permitted. The underside of the house shall be screened from view by the approved finish building materials, which shall be taken to grade level on all sides.

Lakes: The minimum finished floor elevations for all improvements on the Lot shall be no less than one and one-half (1 ½) feet above the elevation of the centerline of the roadway upon which that Lot fronts

12.19 Game and Play Structure

Fixed play structures such as basketball backboards or any other play structure shall be located at the side or rear of the house, provided it can be screened from the golf course and from street view. These must be approved by the ARC. Treehouses or platforms of a like kind or nature shall not be constructed without ARC written approval.

12.20 Garbage Cans

Garbage cans must be stored in a manner where they are not visible from the street. Storage options can be in the garage, behind an enclosure that matches the architectural design of the house, or screened by landscape.

12.21 Gazebos, Arbors and Trellises

Gazebos, arbors and trellises are considered permanent structures and require ARC review.

12.22 Grinder Pumps

Most home elevations in Peninsula do not allow for gravity flow sewers. Instead, the sewage is moved by a low-pressure sewer system. This system consists of a small sewage basin and a grinder pump. The homeowner is responsible for purchasing and maintaining this system and having it installed by a licensed professional plumber.

12.23 General Construction Requirements

(a) A review fee of \$500.00 is required for new construction. Revision made to plans during construction must receive approval by ARC prior to implementation. Any major changes will require resubmission.

(b) Building Permit: After ARC has given approval, plans and specifications should be submitted to The City of Gulf Shores for final building permit before construction can begin.

- (c) Construction must begin within 6 months of ARC approval unless an extension is granted by ARC.
- (d) Any contractor found to be in obvious non-conformance of the following regulations may be denied access and work may be suspended.
- (e) Before any clearing begins on your lot, the ARC must give final approval of all plans in writing.
- (f) Immediately following initial site work, and before construction begins, the contractor is required to identify a construction entry point (usually the driveway location) and fill it with a crushed aggregate base to facilitate minimal tracking of dirt.
- (g) Any clearing, grading or building on the site without approval by the ARC may result in suspension of work and denial of access to the contractor.
- (h) The contractor must provide toilet facilities for the workers on the job site in a discreet location, and the doors shall face away from the street.
- (i) All contractors must be licensed in the State of Alabama and permits must be posted and protected from the weather in a manner approved by ARC.
- (j) Tool and equipment sheds must be approved.
- (k) The construction site shall be kept as neat as possible and be cleaned up at the end of each day to prevent buildup and scattering of debris.
- (l) Radios, tape players and similar equipment are not permitted on the job site in a manner which creates possible noise nuisance for adjacent residents and golfers.
- (m) Use of intoxicants and drugs is strictly prohibited.
- (n) All contractor personnel are asked to abide by all OSHA rules and regulations by wearing hard hats in designated areas.
- (o) Firearms and weapons are prohibited.
- (p) Speed limits must be complied with and will be enforced.
- (q) All reasonable means shall be taken during and after construction to protect and preserve all existing vegetation.
- (r) Boards or other material shall not be nailed to trees during construction.
- (s) Storage, temporary or otherwise, of equipment or materials is not permitted under tree driplines (area on ground equal to limits of tree above). Storage should occur within driveway and parking limits of the site.
- (t) Construction trailers must be approved by ARC.

- (u) Sediment and erosion control provisions shall be employed during construction.
- (v) All planting, fixtures, fencing, and landscaping which is damaged during construction or after, by vehicles, fire or other causes on or off the site, including streets, shoulders and common areas, shall be repaired or replaced by the owner. The owner is responsible for the contractor's actions.
- (w) An on-site dumpster is required during construction. ARC reserves the right to have the site cleaned as needed due to noncompliance, and the owner will be charged back the cost of such work.
- (x) Burning of trees or other debris is not permitted.
- (y) Any revisions made during construction must receive approval by the ARC prior to implementing the change. Major changes require resubmission for final approval.
- (z) Construction shall be continuous, uninterrupted, and be completed within fifteen (15) months of the clearing of the lot. As Villas is a multi-lot project, it is allowed 24 months. The time limit may be extended by prior approval of ARC. Approved landscaping must be in place prior to occupancy, completion of the house, or issuance of ARC compliance letter.
- (aa) Final inspection will be made after the contractor has completed construction, including all site work and landscaping, cleaned the site of debris, removed contractor signs and any temporary utilities and notified the ARC in advance of the finish date.
- (ab) ARC is the point of contact for the property owner who plans to build.
- (ac) If a home, either under construction or completed, is damaged so that major reconstruction is required, intention for rebuilding should be communicated within 90 days to ARC.

12.24 Golf Carts

No gasoline-powered golf carts shall be operated within the Properties except as may be owned and operated by the Golf Club and Tennis Center. All owners or renters Golf Carts shall be colored white. All Golf carts shall be stored only in garages serving the Owner's Lot. No golf cart shall be placed, parked or stored on the lawn of any Lot. No one under the age of sixteen (16) shall be permitted to operate a golf cart on the properties. All golf cart operators must possess a valid driver's license. No golf cart shall be allowed to operate on the property of the Golf Club without permission of the owner or operator of the Golf Club, or in connection with a paid greens fee. Paved golf cart paths are not permitted to run from resident cart garages directly to the street.

12.25 Interior Design and Construction

Drapes, curtains and shutters, or any other similar element seen from the exterior, shall be compatible in color and style with the exterior of the home.

12.26 Lakes, Water Bodies and Wetlands

No owner of any residential Lot shall build or construct structures such as habitable structures, houses, storage sheds, swimming pools, driveways, concrete sidewalks, parking areas or any portion of same on or in the Beach and Wetland Area located on a Lot. Erosion control measures shall be taken by the Owner of a Lot to prevent erosion or siltation into the Beach and Wetland Area. The use of mechanized equipment, herbicides or pesticides is prohibited within any Wetland Area.

All lakes, ponds and streams within the Properties, if any, shall be aesthetic amenities only and no other use thereof, including, without limitation, swinging, motorized boating, playing or use of personal flotation devices, shall be permitted. Fishing is permitted. No piers or docks shall be constructed on any portion of lakes, streams or ponds, nor attached to the shoreline or banks thereof.

12.27 Landscape

(a) Each homeowner is required to landscape and maintain the area between the front property line and the street curb.

(b) Landscape plan submittals required for approval at a 1"=20' scale minimum:

1. Variety, size, location, and the number of all materials

- a. Trees
- b. Shrubs
- c. Ground cover, annual, perennials
- d. Sodded areas
- e. Mulched bed areas

2. Type and limits of sodded areas.

3. Irrigation system.

(c) Sizing of plants should be noted on the plan.

(d) Landscape plans will be denied for the following:

1. Unwarranted removal of specimen trees (contact City of Gulf Shores for specifics)
2. Intensive use of plants with forms or colors not native to the area
3. Earth fill that threatens existing trees
4. Large Unplanted windowless walls

(e) Any landscaping place beyond the rear setback line on golf course lots must be no higher than 4 feet and must be maintained as such.

(f) Immediately after construction the yard shall be fully grassed with solid sod (not sprigged or partially sodded).

(g) Underground irrigation system is required for all landscaped areas and shall be maintained.

12.28 Lighting

(a) Outdoor lighting requires ARC review. Illumination necessary for evening activities must be directed downward and only bright enough to provide for the safe traverse of steps and paths. Whenever possible, functional lighting should be integrated into such features as steps, handrails, posts and curbs.

(b) Exterior light fixtures on homes must be of a baffled design and not create a nuisance for adjacent property owners.

(c) Flood lights are not permitted (i.e. attached to the soffits) on the front of the house. Rear yard flood lights must be approved by ARC.

(d) All landscape fixtures must be shielded by plantings and concealed in daytime.

(e) Landscape up-lights should be unobtrusive in appearance or hidden from view.

12.29 Mailboxes

(a) Mailboxes and house numbering graphics must be a standard design throughout the community. ARC will provide design and location to the homeowner upon request. For ordering a mailbox, see “General Information for Owners” at PeninsulaMaster.com.

(b) The homeowner is responsible for purchasing the approved mailbox. Mailboxes are also available through approved builders.

(c) Mailboxes are not mandatory.

12.30 Mechanical Equipment

(a) Outside air conditioning units, electrical meters and grinder pumps may not be located in the front yard.

(b) Mechanical equipment must be screened by an enclosure or landscaping to hide from adjacent property owners, golf course and the street.

(c) No exposed piping, electrical or heating/air conditioning system components are permitted, apart from air conditioning compressors.

(d) No window air conditioners are permitted.

12.31 Nuisance

(a) No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and/or Occupants of surrounding property.

(b) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties.

(c) There shall not be maintained any plants or animals or devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties.

12.32 Occupants Bound

Every owner shall cause all Occupants of its property to comply with the Master Declaration, Bylaws and the rules and regulations of the Association and are responsible for all violations and losses to the Common Areas caused by such Occupants.

12.33 Parking and Garages

Vehicles shall be parked only in garages, parking tracts, or in driveways. Commercial vehicles, vehicles with commercial logos, tractors, mobile homes, trailers (either with or without wheels), , shall not be parked overnight within Peninsula. The outside storage of boats and recreational vehicles is prohibited upon the properties longer than 24 hours. Utility trailers for inside construction work or landscaping projects may be parked on the property for no more than 24 hours. No motorized vehicle of any kind may be operated within the Common Areas except on the roadways.

12.34 Pools

(a) The size, shape, and placement of swimming pools should reflect the architectural character of the home. Traditional shapes of windows, doors, and other ornaments can be interpreted creatively into pool designs.

(b) Pool equipment must be enclosed (screened) or located so as to be concealed from view of neighboring lots, streets and property located adjacent to the lot.

(c) Enclosures for pool and pool equipment must be architecturally related to the house and other structures in placement, material, and detail.

(d) Screened pool enclosures must be within lot setback requirements.

(e) Fountains and recirculating water add character to patios and are acceptable. Inflatable “bubble” covers are not permitted.

(f) No exterior above ground pools, spas, or hot tubs are permitted without express permission of ARC.

(g) Private courts are not permitted unless lot size allows screening to provide protection from neighbor’s view.

12.35 Roofs

(a) No flat roofs, towers or turrets are permitted unless approved by ARC.

(b) No “A” frame roof or geodesic domes are permitted.

(c) Maximum roof pitch is 12-inch rise in a 12-inch run. Minimum roof pitch is 6-inch rise in a 12-inch run. Lower slopes may be approved by ARC under certain circumstances.

(d) Metal roofs or metal shingles are permitted if approved by ARC.

(e) Interlaced shingles are required over all valley flashing.

(f) Roofing shall be textured, architectural type shingles, cedar shakes, or other natural-roof material approved by ARC.

(g) Metal roofing in Baywalk must match in color to what was originally there to the extent the color is available. Deviations in color must be approved by ARC.

(h) Baywalk Roof Shingles: Weathered Wood (A GAF Timberline Product) can be cross-referenced with other manufacturers.

(i) Retreat Phase 1 C lots must use one of the following types of roofing material:

Shingle roofs – Prestique Premium Roofing by Elk, Weatherwood

Tile roofs – Life Tile, 2528

(j) No roof penetrations for plumbing or heating vents, fans, etc. shall be placed on the front side of the roof or the side roofs facing the street or extending above the top of the roofline. A minimum of roof penetrations is encouraged, and all protruding elements shall be painted the same color as the roof covering.

12.36 Setbacks/Building Height Restrictions

(a) Structure height shall not exceed thirty-five (35) feet measured from the first floor, not to exceed 3 feet.

(b) All lots have minimum setbacks and are shown in the subdivision plats. All setbacks are measured from and perpendicular to your lot property lines.

12.37 Shutters/Canopies

(a) Shutters must be proportioned to fit the windows and be able to swing open and to be latched closed. Shutter colors for Baywalk and Retreat must complement the exterior colors and must be approved by ARC.

(b) No hurricane or storm shutters shall be permanently installed on any structure on a Lot unless first approved by ARC. Hurricane or storm shutters may not be installed longer than two weeks.

12.38 Signs

(a) No sign shall be erected without written consent of the Master Association Board of Directors (Board). Refer to the ACR table below for additional information.

For a home under construction for sale by the original builder prior to first sale: Two signs are permitted.

	Contractor Sign	Lot or Home Resale Sign
Sign Size	16”high x 22” wide	7” high x 20” wide
Background color:	Coronado Paint – Mack Green	Coronado Paint – Mack Green
Letter color:	White	White
Letter size	2 ½ in	1 ¾ in
(Max):		
Max post ht	5 ft	3 ft

(b) Contractor’s sign: One other sign may be placed under a larger sign, to be used by the homeowner, real estate company, architect, designer, decorator, or landscaping company.

(c) Builders must provide approved frames for all licenses required to be posted (i.e. building permit) during construction. Location is subject to approval from ARC.

- (d) Signs can be displayed until the lot or home is sold, or construction is complete.
- (e) Security alarm decals are permitted in windows and doors of homes.
- (f) The Board reserves the sole right to place, or allow to be placed, special signs for specific occasions or purposes not covered herein.
- (g) Except as stated above, no other signs are permitted including signs visible from the golf course.
- (h) ARC reserves the right to allow the installation of one vertically mounted sign not to exceed 4' x 8' on post identifying or advertising any new development within the Peninsula community. At the discretion of the ARC, this sign may face the golf course.

12.39 Sight Distance at Intersections

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

12.40 Site Furnishings

No bird baths, frog ponds, ground mounted flag poles, lawn sculpture, artificial plants, bird houses, rock gardens, spas, hot tubs, types of accessories and lawn furnishings are permitted in any front yard or in the rear yard of golf course lots without ARC approval.

12.41 Site Grading

- (a) Retaining walls may be used to reduce areas that need grading or to preserve vegetation. The walls must be consistent with the architecture of the house and approved by ARC.
- (b) Runoff during construction must not cause damage to adjacent properties. In such cases, erosion control devices such as temporary silt fences are required throughout construction and are the responsibility of the homeowner.
- (c) There shall be no direct channeling of runoff into natural water bodies or wetlands unless methods of filtration are provided. Homeowners must comply with all stormwater retention policies of State and Local agencies.

12.42 Speed Limit

The speed limit on Peninsula Blvd is 23 MPH. Neighborhood speed limits are 17 MPH.

12.43 Structures

No structure shall be commenced, erected, placed, moved on to or permitted to remain on Properties nor shall any existing structure upon the Properties be altered in any way which materially changes the exterior appearance without written approval of the Master Association Architectural Review Committee (ARC). This includes exterior house colors, additions, remodeling, fencing, pools and driveways, etc. Please refer to ARC Tables in this document for detailed requirements.

12.44 Temporary Structures

No tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a lot or any part of the Properties.

12.45 Timeshare & Rentals

No lot shall be made subject to any type of timeshare agreement or similar program. The City of Gulf Shores has designated The Peninsula as a planned unit development, all single-family rentals must be for a minimum of twelve (12) months, as of one (1) January 2025.

12.46 Tree Preservation/ Natural Lot Restrictions

(a) In addition to City of Gulf Shores requirements, no removal of trees is permitted without prior approval of the ARC. No trees larger than 4" in diameter, measured two feet above grade, are allowed to be removed unless they fall within the building pad or driveway for new construction, or the trees are damaged or are dead.

(c) In areas designated as "Peninsula common area", neither vegetation nor the topography may be altered. Exceptions will be considered if fencing is requested. If the "Peninsula common area" is disturbed, either intentionally or accidentally, the lot owner is responsible for replacing the disturbed area in its original condition.

12.47 Unsightly or Unkempt Conditions

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her lot.

12.48 Windows and Dormers

(a) Proper scale and proportion are encouraged for dormers.

(b) All windows shall be wood, aluminum, or vinyl. Other alternatives require ARC approval.

(c) No mill finish aluminum windows are permitted.

(d) Reflective glass is prohibited.

12.49 Water Wells

No private water system shall be constructed on any Lots. The Master Association and Neighborhood Associations shall have the right to construct a private water system or systems on any lot, commons or part of the Properties owned by the Master Association or Neighborhood Associations.

12.50 The Villas at the Peninsula, or Successor Development/Association

The Villas, or successor development, shall submit the proposed Plat for advance review and approval of ARC and the Board of Directors, and such additional detail as required by ARC and the Board of Directors, as part of the proposed Plat and/or in additional document(s).

ARTICLE XIII GENERAL PROVISIONS

13.01 Term

The covenants and restrictions of this Master Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Master Association or the Owner of any Properties subject to this Master Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Master Declaration

is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

13.02 Amendment

(a) This Master Declaration and/or the Bylaws may be replaced or amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five percent (75%) of the total votes of the Master Association (weighted vote). Any amendment to be effective must be recorded in the public records of Baldwin County, Alabama.

(b) If an Owner consents to any amendment to this Master Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

13.03 Indemnification

The Master Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by Voting Members and the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association and the Master Association shall indemnify and forever, hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member may be entitled.

13.04 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

13.05 Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of seventy-five percent (75%) of the Voting Members. This Section 13.05 shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Master Association

in proceedings instituted against it, or (e) proceedings to determine the viability and/or enforceability of the Master declaration, in whole or in part.

13.06 Recovery

In all legal actions for or against the Master Association, the Board shall instruct its legal counsel to petition the court for all redress, compensation, damage awards, penalty awards, attorney fees and expenses including court costs, and such other relief as the court may see fit to grant.

13.07 Cumulative Effect; Conflict

The covenants, restrictions and provisions of this Master Declaration shall be cumulative with those of any Neighborhood Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments carried in favor of the Master Association.

(b) If there is any conflict with the provision of this Master Declaration, or any Supplemental Declaration, and the provisions of the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), Section 35-8A-101, et seq., as it applies to any part of the Properties that is a condominium, the provisions of the Alabama Uniform Condominium Act of 1991 shall control as to the condominium and the Master Association may unilaterally amend this Master Declaration or any sub-association declaration to comply with said Condominium Act.

13.08 Use of the Words "The Peninsula" or "The Peninsula Master Association" or "The Peninsula Property Owners Association."

No Person shall use the words "The Peninsula" or "The Peninsula Master Association" or "The Peninsula Property Owners Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Board of Directors. However, Owners may use the terms "The Peninsula" or "The Peninsula Master Association" or "The Peninsula Property Owners Association" in printed or promotional matters where such terms are used solely to specify any property within the Properties.

13.09 Disclaimer

The Peninsula Master Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All owners, tenants, guests, and invites of any owner, as applicable, acknowledge that the Master Association committees are not insurers and that each owner, tenant, guest, and invitee assumes all risk of loss or damage to persons, to lots, to parcels, and to the contents of lots and further acknowledge that Master Association has made no representations or warranties, nor has any owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

13.10 Zoning

No Parcel Developer or Owner shall seek a variance from the terms or restrictions in the Conceptual Master Plan or the existing zoning regulations affecting the property therein without the consent of the and the Board of Directors, whose consent may be granted or withheld in their sole and absolute discretion. All Parcel Developers and Owners and shall abide by the terms in the conceptual Master Plan or the existing zoning regulations affecting the property therein, with respect to all construction on and use of the Properties. No Parcel Developer or Owner shall seek to amend or modify the terms or restrictions in the Conceptual Master Plan or the existing zoning regulations affecting the property therein, nor take any action designed to remove or insulate the Properties from the restrictions contained therein, without the consent of the Board of Directors, which consent may be granted or withheld in their sole and absolute discretion.

13.11 Condominiums

This Master Declaration does not and is not intended to create a condominium within the meaning of the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), Section 35-8A- 101, et seq.

13.12 Titles

Titles of various articles, paragraphs, clauses, and etc., are for the benefit of the reader and are not meant to be all-descriptive or all-inclusive.

13.13 Priority of This Master Declaration

This 2024 Master Declaration of Covenants, Conditions, and Restrictions replaces all prior Master Declarations, Covenants, Conditions, Restrictions, and any revisions, amendments, and restatements.

ARTICLE XIV MORTGAGEE PROVISIONS

14.01 Scope

The following provisions are for the benefit of holders of first priority Mortgages on Lots in the Properties. The provisions of this Article XIV apply to both this Master Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

14.02 Notices of Action

An institutional holder, insurer, or guarantor of a first priority Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon

request, is entitled to written notice from the Master Association of any default in the performance by an Owner of a Lot of any obligation under the Master Declaration or By-Laws of the Master Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Master Association; or

(d) Any proposed action which would require the consent of a specified percentage of eligible holders.

14.03 No Priority

No provision of this Master Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first priority Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.04 Notice to Master Association

Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering a Lot.

14.05 Applicability

Nothing contained in this Article XIV shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Declaration, By-Laws or Alabama corporate law for any of the acts set out in this Article XIV.

14.06 Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the request by the Master Association.

ARTICLE XV
SCHEDULE 1 AND REFERENCED EXHIBITS

15.01(a) Origin of Exhibits

The exhibits listed in 15.01 (b) below, were originally attached to the Master Declaration recorded 8 February 2001. The Exhibits are referenced in this 2024 MASTER DECLARATION as if physically attached hereto.

Schedule 1 is from the Amendment to the Master Declaration above, recorded 29 November 2021, and is appended to the 2024 MASTER DECLARATION.

(b) List of Referenced Exhibits:

Approximate Page Number
in Master Declaration of
08 February 2001.

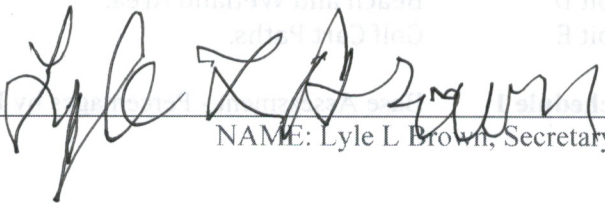
Exhibit A	Conceptual Master Plan.	41
Exhibit B-1	Property sold to Declarant	43
Exhibit C	Private Non-Exclusive Roadway	44
Exhibit D	Beach and Wetland Area.	45
Exhibit E	Golf Cart Paths.	46
(c) Schedule 1	Base Assessment - Percentages by Parcel	N/A

THE UNDERSIGNED, hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and the seal of the Peninsula Master Association, Inc, an Alabama Nonprofit Corporation, duly formed pursuant to the Laws of the State of Alabama and that the foregoing is a true record of a replacement set of covenants duly adopted by at least seventy-five (75) percent of the weighted votes of the presidents of the Neighborhood and Condominium presidents representing the Owners thereof, and that said vote was held in accordance with state law and the Governing Documents of the above named Master Association and said replacement is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the Peninsula Master Association, Inc on this the 26 day of August, 2024.

A True Record

Peninsula Master Association, Inc, An Alabama Nonprofit Corporation,


NAME: Lyle L Brown, Secretary

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Lyle Brown, whose name as Secretary of the Peninsula Master Association, Inc, an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day, that being informed of the contents of said document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

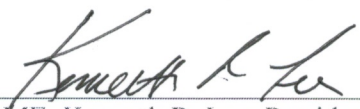
Sworn to and subscribed to before me on the 26 day of August, 2024.



NOTARY PUBLIC

My commission expires 07/23/2028

Attest:


NAME: Kenneth R. Lee, President



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Ken Lee, whose name as President of the Peninsula Master Association, Inc, an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day, that being informed of the contents of said document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 26 day of August, 2024.

Oxana Cerneavii

NOTARY PUBLIC

My commission Expires

07/23/2028



Schedule 1
Base Assessment - Percentages by Parcel

Base Assessments and capital contributions shall be apportioned among the Parcels or Neighborhoods based on the **"Parcel Weight"** assigned to each Neighborhood or Parcel, as such Parcel Weight relates to the total Parcel Weight of the Neighborhoods and Parcels, all as set forth on the Table shown below. The Parcels consist of: (1) the Golf and Tennis Center; and (2) the commercially zoned Parcel of approximately one and one-half (1.5) acres, which was formerly the "Sales Center".

The Share assigned to a Neighborhood or Parcel shall be a percentage determined by the Parcel Weight assigned to the Neighborhood or Parcel, divided by the collective Parcel Weight of all Neighborhoods and Parcels, the result of which is then multiplied by 100 to obtain the percentage. Except for Assessments levied under Article 10.03 (b), every Lot or Condominium Unit in a Neighborhood shall be Assessed an equal portion of such Neighborhood's Share of all applicable Assessments.

Once the permitted density of the Villas is established, from 31 Lots to 35 Lots, the Parcel Weights shall be fixed. A Parcel Weight may **not** be increased, without the prior written approval of: (1) the Voting Member, in the cases of a Neighborhood; and (2) the fee simple owner, in the case of Peninsula Golf Club and Tennis Center **or** Commercial Parcel. The "final" percentage shares shall be effective once the assessments commence with respect to The Villas at Peninsula ("Villas"; formerly parcel M) at paragraph 3 on page 4 of the Second Amendment To The First Amended And Restated Master Declaration Of Covenants, Conditions And Restrictions For The Peninsula, A Residential Planned Community, recorded November 29, 2021 ("AMENDMENT").

Thirty-five lots have been approved by the City of Gulf Shores for The Villas. Up to four (4) of these proposed villas lots may be eliminated when the plat for The Villas is filed, based, in part, on the agreements expressed on page 4, paragraphs 4 (a) through (d) of the "AMENDMENT".

When The Villas plat is filed with the recording office, the shares shall be automatically recalculated, so that the number of lots for The Villas equal the greater of: (1) thirty-one (31) lots; or (2) the actual plat lots in the villas. It is acknowledged that the neighborhoods were not developed and marketed precisely in conformity with the conceptual master plan. Nevertheless, the parcel weights shall be as shown in the following table.

NEIGHBORHOOD OR PARCEL	PARCEL WEIGHT	CURRENT PERCENTAGE SHARE BASED ON 445 LOTS, UNITS, OR PARCELS]	FINAL PERCENTAGE SHARES [BASED ON <u>HYPOTHETICAL</u> TOTAL SHARES OF 480, INCLUSIVE OF MAXIMUM PERMITTED BUILDOUT OF THE VILLAS]
Peninsula Golf Club and Tennis Center	4	0.90%	0.83%
Commercial Parcel (Was Sales Center)	2	0.45	0.42%
Phase One/The Lakes (Was Parcels A,B & C)	158	35.51%	32.92%
The Links Condominiums (Was a part of Parcel D)	16	3.60%	3.33%
Links Golf Villas (Was a part of Parcel D)	24	5.39%	5.005%
Racquet Club Condominiums (Was a part of Parcel D)	14	3.15%	2.92%
Baywalk (Was Parcel E)	36	8.09%	7.50%
The Preserve (Was Parcel F)	10	2.25%	2.08%
Boulevard (Was Parcels G and K)	66	14.83%	13.75%
The Haven (Was Parcel I)	68	15.28%	14.17%
The Retreat (Was part of Parcel J)	47	10.56%	9.793%
The Villas (Was Parcel M)	35*	-0-	7.29%

Att. John McClurkin

2024 Covenants Committee

Lyle Brown, Chair
Tom Hulan
Cyndi King
Ken Lee, ex officio
Tom Davis, ex officio

Legal Counsel
Att. Daniel Craven
Att. Lynn Perry

2023 Covenants Committee

Lyle Brown, Chair
Brian Brandt
Tommy Burge
Rick Kiefer
Cyndi King

Legal Counsel
Att. Daniel H. Craven

This document prepared by the 2024 Covenants Committee, then reviewed by Attorneys at the law firm of Craven & Perry. Address of the Peninsula Master Association and its committees: 10 Peninsula Blvd., Gulf Shores, AL 36542