

**AMENDMENT TO THE SUPPLEMENTAL DECLARATION FOR THE
BOULEVARD NEIGHBORHOOD**

THIS AMENDMENT TO THE SUPPLEMENTAL DECLARATION (The "Boulevard Supplement") is made this 23rd day of November, 2004 by PENINSULA LAND INVESTMENT, LLC, a Georgia limited liability company (the "Declarant"), in its capacity as Declarant under that certain First Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Peninsula, a residential planned community (the "Master Declaration") filed on February 8, 2001 as Instrument 582280 with the Probate Office of Baldwin County, Alabama. (Capitalized terms used but not defined in this Boulevard Supplement are defined in the Master Declaration).

RECITALS:

Declarant owns all of the real property located in Baldwin County, Alabama shown on the plat for "The Boulevard Extension" as recorded in Slide 2146-F in the Probate Office ("The Boulevard Extension"), and the plat for "The Boulevard, Phase Two" as recorded in Slide 2179-A ("The Boulevard, Phase Two"), which corresponds to Parcel I on the Conceptual Master Plan referred to in and attached to the Master Declaration. Declarant has executed this The Boulevard Supplement Amendment, pursuant to the Master Declaration in order to (i) subject The Boulevard Extension and The Boulevard, Phase Two, to the Master Declaration and (ii) impose certain restrictions and obligations on The Boulevard Parcel in addition to those provided for under the Master Declaration.

NOW, THEREFORE, Declarant hereby makes the following Amendment to Supplemental Declaration as to the use to which The Boulevard Extension and The Boulevard, Phase Two, and the improvements thereon may be put, with the intent that the Master Declaration, as amended by this Supplemental Declaration, shall be binding up Declarant, its successors and assigns, and all owners of all or any part of The Boulevard Extension and The Boulevard, Phase Two, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. The Boulevard Extension and The Boulevard, Phase Two Subjected to Master Declaration. Pursuant to the Master Declaration, Declarant hereby subjects The Boulevard Extension and The Boulevard, Phase Two, to all of the terms and provisions of the Master Declaration. The Boulevard Extension and The Boulevard, Phase Two, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions established under the Master Declaration, which shall run with The Boulevard Extension and The Boulevard, Phase Two, and which shall be binding on all parties having any right, title or interest in The Boulevard Extension and The Boulevard, Phase Two, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall enure to the benefit of each Owner thereof.

2. Neighborhood Status. The Boulevard Extension and The Boulevard, Phase Two, constitutes a Neighborhood under the terms and provisions of the Master Declaration. As such, but without limitation:

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a) The Boulevard Extension and The Boulevard, Phase Two, shall become part of the existing Neighborhood Association for The Boulevard as recorded in Instrument 711871 (The "Boulevard Neighborhood Association") and shall be subject to all terms and conditions thereof;

b) Each Owner of a Lot within The Boulevard Extension and The Boulevard, Phase Two shall be required to join and maintain membership in The Boulevard Neighborhood Association (as well as the Master Association);

c) Each Boulevard Owner shall be subject to the Neighborhood Assessments for The Boulevard Extension and The Boulevard, Phase Two established, computed and allocated in accordance with the Master Declaration;

3. Exclusive Common Areas. There are presently no Exclusive Common Areas designated for the exclusive use and benefit of The Boulevard Extension and The Boulevard, Phase Two.

4. Additional Restrictions and Obligations. The following restrictions and obligations (in addition to those set forth in the Master Declaration) are hereby established with respect to The Boulevard Extension and The Boulevard, Phase Two:

a) The Boulevard Extension shall be subject to the same Restrictions and Obligations as set forth for The Boulevard as stated in the Supplemental Declaration for the Boulevard Neighborhood recorded in Instrument 711871.

b) The Boulevard, Phase Two, shall be subject to the following restrictions and obligations and are hereby established with respect to The Boulevard, Phase Two:

(i) Minimum Dwelling Area. Dwellings may not exceed two (2) habitable full stories (finished heated area) in height on the street side of the lot. The ground floor livable area (heated and cooled area) of the main building or structure on each Lot, exclusive of open porches and garages, shall contain not less than 2800 square feet for single-story homes, and the total minimum heated and cooled square footage for two-story homes is 2,800 square feet, however, the first floor must contain a minimum of 2,000 square feet. These requirements may not be altered unless otherwise approved in writing by (I) the Declarant and (ii) a majority in number of the Owners (exclusive of Declarant) of the Lots within The Boulevard, Phase Two. All dwellings must employ a stem-wall foundation system. No slab-on-grade construction will be permitted.

(ii) Garages & Driveways. All garages must be attached to the main dwelling unless approved by the Architectural Review Committee (ARC). Garage doors must be on the side of the house unless approved by the ARC as a rear or front loaded garage. Single or double garage doors are acceptable and golf cart garage doors may be approved on a case-by-case basis. Driveways shall be concrete or some form of pavers or an acceptable combination thereof. Only single curb-cut driveways are permitted. No double curb-cut or circular driveways shall be permitted except on eye-brow lots numbered 1, 2, 3 and 4.

(iii) Exterior Materials & Colors. When selecting exterior materials and colors, be reminded that the ARC is attempting to create traditionally-themed neighborhood for The Boulevard, Phase Two. This does not mean that all houses must be a brick, Williamsburg design. It does mean, however, that material and color selection should be natural, muted colors and that the style of the home should be time tested and fit naturally in to the environment. The primary exterior elevations should be brick or stucco with accents in board and batten, lap siding, stucco or shake siding. Unless the brick is to be painted or mortar washed, brick must be selected from an approved color board which will be provided by the ARC (or exceptions granted by the ARC). This is done in order to maintain a unique architectural look consistent throughout the neighborhood. No plywood, fiberboard, plastic or metal siding will be accepted. Hardie products (in the accents itemized above) are acceptable. Chimneys must be brick or stucco (if stucco accents are utilized on the house). Decorative stucco banding and ornaments on elevations is strongly discouraged. All screen enclosures shall be a dark bronze color.

(iv) Roofs. Flat roofs and mansard roofs are unacceptable. Roofs should be gabled or hipped with slopes consistent with the structure. Roofing materials shall include fiberglass shingle or clay/concrete tile depending upon the house style and design. All roof accessories (i.e., vent stacks and power vents) shall be located on the rear of the house away from the front elevation (not visible from the street) and painted to match the roof color.

(v) Windows, Doors & Entryways. All windows must have divided lights on all windows visible from the street. Window glass must be plain, no color or stained glass. No palladian (semi-circular), oval or round windows are allowed unless approved by the ARC. Large "view" window should be grouped together so as to maintain the scale and detail of the house. Divided lights are still encouraged on "view" windows. Sliding glass doors are acceptable only on rear elevations of the house.

(vi) Site Planning & Landscaping. Existing, natural vegetation should be retained to the maximum extent. Additionally, landscaping plans submitted for approval should accentuate the use of native plant materials as much as possible. A typical landscape plan, illustrating the format of the landscape plan to be submitted as well as the type, number and size of plant materials that are desired is attached. Landscape plans shall be prepared by either a registered landscape architect or certified landscape designer with plans signed and sealed by that appropriate party.

(c) Limited House Plans. All construction within The Boulevard Extension and The Boulevard, Phase Two must be in accordance with one of the specific house plans approved by the Architectural Committee for The Boulevard Extension and The Boulevard, Phase Two, unless otherwise approved in writing by the Declarant in its sole and absolute discretion.

(d) Club Membership. Each Owner of a Lot within The Boulevard Extension and The Boulevard, Phase Two shall be required to obtain and maintain membership in the Peninsula Racquet Club at the same monthly rate charged for other resident members. Racquet Club Membership Fees, as adjusted from time to time, shall be included in each Owner's Neighborhood Assessment. Each Owner's privileges with respect to the Racquet Club shall be subject to all applicable terms and provisions of its membership plan, rules and regulations as in effect from time to time.

(e) Other Neighborhood Expenses. Costs incurred in maintaining utilities within The Boulevard Extension and The Boulevard, Phase Two (including irrigation and lighting), general liability insurance for the Boulevard Neighborhood Association, and association management and accounting fees, taxes and licenses, supplies, legal expenses and other miscellaneous costs incurred by the Boulevard Neighborhood Association shall all constitute neighborhood expenses.

5. Miscellaneous Provisions.

(a) Grantee's Acceptance. The Grantee of any Lot in The Boulevard Extension and The Boulevard, Phase Two, by acceptance of the Deed or other instrument of conveyance, shall accept such Lot subject to each and all of the terms and conditions set out in the Master Declaration and in this Boulevard Supplement.

(b) Effect of Supplement. The terms and provisions of this Boulevard Supplement amend, modify and supplement the Master Declaration with respect to The Boulevard Extension and The Boulevard, Phase Two. Except as so amended, modified and supplemented, the Master Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, has caused this Amendment to the Boulevard Supplement to be duly executed on the date first above written.

PENINSULA LAND INVESTMENT, LLC,
a Georgia limited liability company

By: Honours-Peninsula Golf Club, LLC, a
Georgia limited liability company, its sole
member

By: Barrett Golf Development, LLC, its
comanager

By: Robert B. Barrett
Robert B. Barrett
His: MEMBER

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 January -31 8: 1AM

Instrument Number 867172 Pages 4
Recording 12.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate