

SUPPLEMENTAL DECLARATION FOR THE RETREAT NEIGHBORHOOD

THIS SUPPLEMENTAL DECLARATION (the "Retreat Supplement") is made this 2nd 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 Retreat Supplement are defined in the Master Declaration).

RECITALS:

A. Declarant owns all of the real property located in Baldwin County, Alabama shown on the plat for the Peninsula, Retreat as recorded in Slides 2202B in the Probate Office (the "Retreat Parcel"), which corresponds to Parcel J on the Conceptual Master Plan referred to in and attached to the Master Declaration. Declarant has executed this Retreat Supplement, pursuant to the Master Declaration in order to (i) subject the Retreat Parcel to the Master Declaration and (ii) impose certain restrictions and obligations on the Retreat Parcel in addition to those provided for under the Master Declaration.

NOW, THEREFORE, Declarant hereby makes the following Supplemental Declaration as to the use to which the Retreat Parcel 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 Retreat Parcel, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Retreat Parcel Subjected to Master Declaration. Pursuant to the Master Declaration, Declarant hereby subjects the Retreat Parcel to all of the terms and provisions of the Master Declaration. The Retreat Parcel shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions established under the Master Declaration, which shall run with the Retreat Parcel and which shall be binding on all parties having any right, title or interest in the Retreat Parcel 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 Retreat Parcel constitutes a Neighborhood under the terms and provisions of the Master Declaration. As such, but without limitation:

(a) It shall be the responsibility of the Parcel Developer for the Retreat Parcel to establish a Neighborhood Association for the Retreat Parcel (the "Retreat Neighborhood Association") prior to commencing construction of any improvements on the Retreat Parcel;

(b) Each Owner of a Lot within the Retreat Parcel shall be required to join and maintain membership in the Retreat Neighborhood Association (as well as the Master Association);

(c) Each Retreat Owner shall be subject to the Neighborhood Assessments for the Retreat Parcel established, computed and allocated in accordance with the Master Declaration;

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3. Exclusive Common Areas. There are presently no Exclusive Common Areas designated for the exclusive use and benefit of the Retreat Parcel.

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 Retreat Parcel:

(a) Minimum Dwelling Area. 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 1,800 square feet 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 Retreat Parcel.

(b) Limited House Plans. All construction within the Retreat Parcel must be in accordance with one of the specific house plans approved by the Architectural Committee for the Retreat Parcel, unless otherwise approved in writing by the Declarant in its sole and absolute discretion.

(c) Club Membership. Each Owner of a Lot within the Retreat Parcel 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.

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

5. Miscellaneous Provisions.

(a) Grantee's Acceptance. The Grantee of any Lot in the Retreat Parcel, 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 Retreat Supplement.

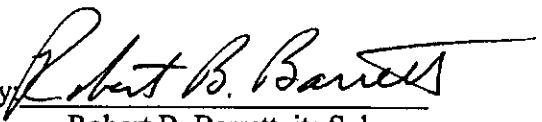
(b) Effect of Supplement. The terms and provisions of this Retreat Supplement amend, modify and supplement the Master Declaration with respect to the Retreat Parcel. Except as so amended, modified and supplemented, the Master Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, has caused this Retreat 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, an
Alabama limited liability company,
its Authorized Manager

By: 
Robert B. Barrett, its Sole
Member

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

2005 March - 1 8:42AM

Instrument Number 872913 Pages 3
Recording 9.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate