

# PENINSULA MASTER ASSOCIATION, INC.<sup>SM</sup>

Office Address: 10 Peninsula Blvd., Gulf Shores, AL 36542

Mail Address: 368 Commercial Park Dr., Ste. A, Fairhope, AL 36532

Service Agent, CMA: Susan.Anderson@CMAcommunities.com, 251-901-1225

Minutes and other information posted at PeninsulaMaster.com<sup>SM</sup>

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APPROVED 13 JULY BY KEN LEE & ROBERT WEBER AND ON 18 JULY 2025 BY BRIAN BRANDT AND TOM HULGAN.

## MINUTES OF THE BOARD OF DIRECTORS MEETING OF WED. 09 JULY 2025, 3:00 P.M. AT THE SALES OFFICE PAGE 1 of 4

An Executive Session was held at 2:30 pm.

### **I. Meeting was called to Order at 2:54 p.m. by Ken Lee.**

#### ATTENDEES:

Board of Directors Members: Ken Lee Brian Brandt Lyle Brown Robert Weber Tom Hulgan

Master Association Presidents:

Baywalk, Steve Gregg

Lakes, Tom Davis

Preserve, Joe Lapinsky

Boulevard, Paul Hagen

Links, Terry Markel

Racquet Club, Tracy Marmolejo

Haven, Wiley Russell

LGV, Mary Ann Pflueger

Retreat, Ron Hill, absent

Community Management Associates (CMA): Susan Anderson.

Others: None

### **II. Prior Board Minutes Approved online: 20 May 2025**

### **III. Actions to be Taken by Board President and Secretary:**

After discussion, it was determined Ken Lee and Lyle Brown would work on a notice to the owners giving factual information on the lawsuits between Scratch and the Master Association and that Lyle Brown would draft an amendment to the 2024 Master Declaration to give JP Partners LLC relief on Villas assessments.

# PENINSULA MASTER ASSOCIATION, INC.

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Page 2 of 4

## **IV. Status of Munoz House at 330 peninsula Blvd., John Luce, Builder.**

John Luce reported by email to Susan Anderson that owner Munoz is applying to a bank for another construction loan. In the meantime, little work is occurring.

## **V. Peninsula Committee Reports & Updates:**

1. Architectural Review (ARC): Ken Lee summarized some recent actions of ARC.

2. Pier. Reported that Philip Paulk on 08 July was repairing warped boards at the pier or boardwalk.

3. Roadways and Drains.

Committee needs to address a drain problem near the Preserve entrance. Also it has been requested that the speed bumps at the Main Gate House be repainted.

4. Social.

Tracy Marmolejo reported that the Social Committee has set 19 Sept. for the Art Show, 10 Oct. for Walk for Breast Cancer, and 12 Dec. for the Jingle Mingle.

## **IV. Old Business:**

1. New Windshield Decals.

Susan had the new windshield decals, owner forms and instruction sheets available for HOA/COA presidents to pick up for the owners. Two weeks was suggested before the process was pulled back to the CMA office on Wednesdays. Date for guards to honor only the new decals is yet to be determined. The misuse of remotes at the East gate was again discussed.

2. Posting of Financials to Peninsulamaster.com.

Moved by Ken Lee and seconded by Brian Brandt to quarterly publish the Balance Sheet and Income Summary on the Peninsulamaster.com website. Passed 5 to 0.

3. Treasurer Robert Weber has capitalized the Gate System Upgrades (for future depreciation) and added the Line Item for Questionable Assessment Accounts.

## **V. New Business:**

1. 2026 Budget, Discussion on Capital Items to Add, by Robert Weber.

After discussion it was agreed by consensus to not add any capital items, to not include any Villas assessments as revenue, no operating expenses will be funded from the reserves and to make the 2026 budget "break even".

# PENINSULA MASTER ASSOCIATION, INC.

Page 3 of 4

2. New Email Addresses as Set up by Terry Corley for Peninsulamaster.com, by Board Consensus.  
The Board and the presidents agreed to switchover to the new email addresses set up under the Peninsulamaster.com domain to get away from the use of personal email addresses. The email address "PeninsulaMasterAssoc@gmail.com" will continue to be used as a message repository.
3. Appoint the Secretary to Administer the Peninsulamaster.com Website with Terry Corley as Backup Administrator.  
Moved by Ken Lee and seconded by Brian Brandt to appoint the secretary as administrator of the Peninsulamaster.com website with Terry Corley as the backup. Passed 5 to 0.
4. Organization Details on the Website, by Board Consensus.
  - a. Minutes of Board & financials to be available to owners who apply for passwords via an application process at the website. Owners to provide name, address, email, and phone number.
  - b. Place all existing Board minutes, 2021 - present & future, on the website, including the 2003-2021 annual minutes of the Master Association (Board consensus from 2024).
  - c. Do not duplicate "secure documents" on the website as the CMA portal already provides for that.
5. Annual Inspection of Fire Extinguisher in the Main Guard House.  
Susan Anderson to investigate cost of inspection verses replacing the fire extinguisher every three years.
6. Approve New Builders.  
Ken Lee asked Lyle Brown to provide in the draft covenants revisions for approval of new builders. Lyle replied that he had already inserted text for new builders plus text for disapproval of current builders who have violated the covenants.
7. Resident Conduct and Respectfulness Toward CMA Employees.  
Ken Lee reported that he had spoken personally to a few persons who had verbally abused the CMA representative who is onsite Wednesdays. Further, he asked Susan to directly report to him any further cases of disrespect to CMA employees.

## **VI. Comments and Questions by Presidents or Owners:**

The question of banning garage sales came up. Lyle Brown was tasked to add a ban to the draft covenants revisions by motion of Ken Lee and second by Robert Weber. Passed 4 to 0 (Brian Brandt had just left).

**VII. Next Board of Directors Meeting:** At 3:00 p.m., 10 Sept. 2025 in the Sales Office.

# PENINSULA MASTER ASSOCIATION, INC.

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Page 4 of 4

**VIII. Adjournment by Ken Lee at 4:15 p.m.**

By Lyle Brown, secretary, PMA Board of Directors, 10-12 July 2025.

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**PLEASE SEE ATTACHMENTS FOLLOWING FOR MORE INFORMATION**

About Week of Monday 12 May, 2025, Roof for Overhang at Main Gate House.

During this timeframe, Elliott Painting & Remodeling Inc. rebuilt the roof of the overhang where vehicles pass through entering The Peninsula. Purpose of the roof rebuild was to provide protection to the guards checking vehicles in during inclement weather. Invoice \$10,000.00.

21 May, 2025, Sign for Call Box at East Gate.

Lyle Brown picked up a sign for the call box. Ken Lee had requested it to advise non-Peninsula motorists that the East Gate was closed to them and [how] to proceed to the main entrance. Sign installed a few days later.

22 May 2025, CPA Note on Gate System Capitalization from Robert Weber, Treasurer.

CPA confirmed that there is zero impact to prior year tax returns if we retro capitalize the gate upgrades. Ken/Susan to confirm dates new system went live and then Ken to communicate to HOA Presidents for their approval.

23 May 2025, BOD, Main Gate House.

Ken Lee moved and Robert Weber seconded to add gutters, leaf guards and downspouts to the new roof over the vehicle entranceway to lessen weather damage at a cost of about \$4800.00. Supported by Bran Brandt and Tom Hulgan. Passed. Project finished by 14 June.

24 May 2025, Sat., Harris Installed a Sign on Ft. Morgan Rd. Near Rear Gate Advertising The Villas at Peninsula.

Ken Lee questions a sign going up while JP Partners LLC is in arrears on assessments. Lyle Brown texted the applicable covenants, 12.38 Signs (a) & (h). ARC has to approve a large sign advertising a new development, limited to 4' x 8'. Sign had not been applied for. Sign may be in the road ROW.

02 June 2025, Susan Anderson.

Yancy Busby, Xtreme Lawn Care, reported a bad irrigation time and 2 well pumps throwing breakers. Grass was turning brown. As it was an electrical issue, Irrigation & Lightening was called and came out same day to repair. Invoice of \$200.00 submitted.

07 June 2025, BOD, Brian Brandt Requested a Vote on Publishing Monthly Financials.

Moved by Lyle Brown, the Board of Directors shall in the interest of transparency, continue the past practice of publishing the monthly Income Statement and the monthly Balance Sheet on the Peninsulamaster.com website. Seconded by Robert Weber and concurred in by Tom Hulgan. Passed.

19 June 2-25, BOD, Pest Control for Gate Houses.

Moved by Ken Lee, seconded by Brian Brandt and concurred by Tom Hulgan to used Cook's Pest Control to control vermin in the two Gate Houses at \$120.00/quarter. Passed.

# USA Signs and Graphics

2885 S Pine St  
Foley, AL 36535-1144  
(251) 213-2924  
<https://usasignsandgraphics.com/>  
**Hours of Operations:** 8:00am - 5:00pm



## INVOICE

**BILL TO**  
**THE PENINSULA MASTER ASSOCIATION**  
Lyle Brown  
(251) 233-9557  
USA  
LLBX57@gmail.com

**SHIP TO**  
**THE PENINSULA MASTER ASSOCIATION**  
Lyle Brown  
(251) 233-9557  
USA  
LLBX57@gmail.com

**Invoice Number:** 21907  
**Invoice Date:** 05/19/2025  
**Due:** 05/26/2025  
**Amount Due (USD):** \$0.00

**Paid**

Title	Unit Price	QTY	Price
<b>MaxMetal</b> Maxmetal (aluminum coated composite material 3mm thick) sign, white reflective background, black block lettering (not bold), with some extra vertical spacing between rows (white space) as shown above if possible. Perhaps 1/2 inch or 5/8ths inch lettering height? Sign 10 inches high x 9 inches wide with a hole in each corner no more than 1/2 inch from the corner. Round the corners slightly (no more than 1/2 inch radius). Horizontal line to be bold. Will need four SS screws of 3/4 inch thread length. <b>Bin Location:</b> A-1 <b>Inches or Feet:</b> Inches <b>Single or Double Side:</b> Single <b>Reflective Material:</b> Yes <b>Width:</b> 9 <b>Height:</b> 10 <b>Square Footage:</b> 0.625 <b>Quantity:</b> 1	\$115.00 (USD)	1	\$115.00

## Payment Detail Online Payment

Transaction Id	Payment Date	Amount	Processing Fee
140491085279	05/20/2025 @ 12:00am	\$118.67	
<b>Sub Total:</b>			\$115.00
<b>Discount (0%):</b>			\$0.00

**Tax (10%):** \$0.33

**Total Amount (USD) :** \$118.67

**Amount Paid:** \$118.67

**Amount Due (USD):** \$0.00

**Terms & Services**

Terms and Conditions on Estimates for Vinyl Applied to Vehicles and Items.

Estimates are valid for 30 days unless stated otherwise.

USA Signs and Graphics pride ourselves on producing top-quality products and services. We ask that you read this entire disclaimer before approving any estimate. Please review this document thoroughly and contact our office with any questions or concerns. This information is provided to all clients upon request for a quote and can be accessed at any time through our client portal or by contacting our office for a copy to be sent via email. Paying the deposit indicates that you have read and understood our terms and services and wish to proceed with the project.

Prior to the final quote and payment, we require all vehicles or products to be inspected by our team with the client present. We recommend that you repair any damages to the vehicle/product prior to installation, as this can hinder the quality and reduce the life of the material. If you proceed with the installation without recommended repairs, USA Signs and Graphics cannot warrant the installation. USA Signs and Graphics will not be responsible for any previous dents, scratches, or damage to the vehicle or product.

USA Signs and Graphics is not responsible for paint damage to vehicles during vinyl application and/or removal. Paint damage from vinyl removal/application results from the vehicle's condition and quality of paint.

While USA Signs and Graphics makes every effort to ensure consistent colors, slight color and pattern variations may occur from panel to panel and vehicle to vehicle.

Customers must adequately clean all vehicles prior to drop off. Additional charges may occur if the vehicle is not properly cleaned when delivered to us.

Please note that an industry-standard vehicle wrap is not the same as paint, and some flaws in the material are unavoidable. Minor lifting may occur, even on flat surfaces. When wrapping vinyl around deep grooves, curves, or rivets, some bubbling, lifting, and tenting of the material is expected. However, these issues will not compromise the effectiveness of the advertisement. Seams between panels and relief cuts in sharp indents will be utilized to minimize bubbling and lifting as much as possible.

Maintaining the wrap's cleanliness is essential for its longevity. When cleaning, make sure to wash gently. **\*\*WARNING:\*\*** Never use a pressure washer on the wrap material, as excessive pressure can lead to tearing or lifting. Also, please remember that prolonged exposure to sunlight may cause the wrap to fade.

**\*\*12-Month Limited Warranty on Installation\*\***

Our vehicle wrap includes a 12-month limited warranty on installation. This covers significant lifting or bubbling that affects the effectiveness of the advertisement or vinyl color change. Premature failure due to cracking, crazing, blistering, or loss of adhesion is also covered within this period.

If any repairs are needed due to product failure within the first 12 months after installation, they will be addressed under the industry-standard 12-month limited installation warranty. There will be no charge for labor or materials.

During repairs, the damaged area may need to be removed and replaced with a new print. Efforts will be made to align seams as closely as possible, but subtle mismatches of images and colors may occur. Replacement graphics will be warranted for the remaining warranty period for the original failed graphics.

**\*\*Notification of Claim:\*\*** To initiate a warranty claim, the client must notify the vendor in writing or via email within fourteen days of discovering a material failure. Claim notifications must include the original invoice as proof of purchase and digital images of the failed product. Additionally, we may request that the vehicle be brought to us for further inspection by our team before we respond to the claim.

Terms and Conditions on design revisions and changes:

After a deposit is placed, within 1-3 business days you will receive a rendering of the design you have requested, you can either accept or reject the design.

If you accept the design it will be sent directly to production, no changes can be made to the design after production has started.

If you reject the design, please either send a detailed email with requested revisions or call our office.

That email or phone call counts as one revision, we suggest looking at the design thoroughly and if you have multiple changes to include all of them in that phone call or email.

After we receive your revision request we will make desired changes and send the revised mockup within 1-3 business days.

You have up to three revisions total per design package. Any revisions after that are subject to additional fees.

**Elliott Painting & Remodeling Inc.**

18570 State Hwy 180

Gulf Shores, AL 36542

[relliottpainting@gmail.com](mailto:relliottpainting@gmail.com)

# Invoice

Date	Invoice #
5/27/2025	2469

<b>Bill To</b>
The Peninsula 20 Peninsula Blvd Gulf Shores, AL 36542

<b>Ship To</b>

<b>Terms</b>

Item	Description	Amount
Remodeling	Re-frame, add metal roof and paint guard shack- Labor and Materials	10,000.00

Thank you for your business! Please mail checks to 18570 State Hwy 180 Gulf Shores, AL 36542	<b>Total</b>	\$10,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$10,000.00



Bill To	irrilight@centurylink.net
The Peninsula (251) 232-4430 20 Peninsula Blvd Gulf Shores, AL 36542	



Ship To

Item	Description	Amount	
			Terms
Remodeling	Re-frame, add metal roof and paint guard shack- Labor and Materials	10,000.00	

Thank you for your business! Please mail checks to 18570 State Hwy 180 Gulf Shores, AL 36542	<b>Total</b>	\$10,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$10,000.00

#	Date	Product or service	Description	Qty	Rate	Amount
1	06/02/2025	<b>Rain Bird ESP-4ME</b>	Rain Bird ESP4ME Modular - LNK WiFi Smart Capable Controller, 4 Station	1	\$200.00	\$200.00

**The Peninsula Masters Association Inc**

**Bill to**  
 1465 Northside Drive NW,  
 Suite 128  
 Atlanta  
 GA  
 30318

**Ship to**  
 Gulf Shores  
 AL  
 36542

**Invoice details**

Invoice no.: 13447  
 Invoice date: 06/02/2025  
 Due date: 06/17/2025



# COOK'S PEST CONTROL

# COMMERCIAL QUARTERLY SERVICE

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

SERVICE AGREEMENT WITH: Peninsula Master Association c/o CMA Offer expires 30 days after: 06/18/2025

## SERVICE INFORMATION

Customer Name: Peninsula Master Association c/o CMA  
Service Address: 15 Peninsula Blvd  
Main Gate Guard  
Home Number: 36542  
Area: 16

## BILLING INFORMATION

Account Number: 768477  
Customer Name: Peninsula Master Association c/o CMA  
Billing Address: 368 Commercial Park  
Dr Suite A  
Fairhope, AL 36532-1910  
Phone Number: 36532-1910  
E-mail:

**110% SATISFACTION GUARANTEE** - If you are not completely satisfied with the results of quarterly service, report your dissatisfaction to the local Cook's manager. We will respond within 24 hours with a solution to your pest problem. If you are not completely satisfied within one week, your next quarterly service is free, plus we will issue a credit for 10% on the following quarter's service.

This Agreement is for the control of :

- \* See page 2 of this agreement for terms and conditions of fire ant service.
- \*\* Flea and tick control is limited to indoor treatment only, unless otherwise specified.
- \*\*\* This agreement excludes the control of brown recluse spiders and bed bugs, which require an alternative specialized treatment.

Pests to be controlled in the following areas of the building(s): areas, ant, spiders, ticks, spiders

Cook's will, after a thorough initial treatment, provide a regular service trip each quarter. Customer agrees to comply with sanitation and additional control procedures as outlined in the Inspection Report and attached recommendations contained in this proposal and any subsequent recommendations made by Cook's.

Customer agrees to pay Cook's for the initial quarterly service and quarterly services for the following four quarters. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a quarterly basis until a written termination notice is given by either party. Quarterly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: no charge

**Equipment** will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request.

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

## Customer Agrees to Pay:

Commercial Pest - Quarterly	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Com Pest - Initial Service	\$120.00	0	0	\$120.00	1	\$120.00
QUARTERLY PEST CONTROL ON THE TWO GUARD SHACKS ON PENINSULA MASTER ASSOCIATION PROPERTY:(1) 15 Peninsula Blvd(Main Gate)(2) 429 Peninsula Blvd(East Gate)First location: Guard shack at main gate, 15 Peninsula Blvd.INTERIOR: Inspect and treat as needed, interior of building including observation desk, bathroom, and supply room using zone monitors to identify pests and use of product to control pest intrusion. EXTERIOR: Preventative pest control around perimeter of building and awnings, including: removal of wasp nests, spider webs, dirt dauber nests, and spot treatments of any ant infestations.SECOND LOCATION: Guard shack at 429 Peninsula Blvd(East Gate).INTERIOR: Inspect and treat as needed, interior of building including observation desk, bathroom, and kitchenette using zone monitors to identify pests and use of product to control pest intrusion. EXTERIOR: Preventative pest control around perimeter of building including: removal of wasp nests, spider webs, dirt dauber nests, and spot treatments of any ant infestations.						
Com Pest - Quarterly	\$120.00	0	0	\$120.00	4	\$480.00
Service detail noted under Initial service section.						

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**TOTAL FOR THIS PROGRAM**

## TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are net 30. A 1<sup>1</sup>/<sub>2</sub>% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **NOTICE -** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

## FIRE ANT TERMS AND CONDITIONS

By accepting Cook's service for fire ants, Customer agrees to the following terms and conditions regarding fire ant coverage:

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
3. Fire ants may appear in the structure between regularly scheduled treatments. Customer understands that Cook's may be contacted for interim follow-up servicing as stated on the front side of this agreement, or customer may wait until the next regularly scheduled service call.
4. Customer understands and agrees that small marker flags may be left with Customer by a Cook's service technician for identification of fire ant mounds around the perimeter of the structure as they might be discovered by Customer. Unless Customer contacts Cook's for interim follow-up service, the subject fire ant mounds, which are clearly identified with Cook's flags and those which are discovered by Cook's technician, will be treated during the next regularly scheduled service call. This effort is not part of an exterior service, but part of the interior service efforts.
5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

1. In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

2. Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

3. Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

#### WAIVER OF TRIAL BY JURY

It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes.

Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

**PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

#### **COOK'S PEST CONTROL, INC.**

Representative: 16964 Teresa Dr , Fairhope AL 36532

Address:

Phone: (251) 279-6490

#### **CUSTOMER'S APPROVAL**

Signature:

Title:

Contact Person:

Phone: (251) 901-1225

**Peninsula Master Association**

**Resident Transmitter/Decal Form**

All Peninsula resident decals are required to be affixed to the lower left corner of the vehicle windshield for which the decal was issued. You may not simply show your decal to the security officer; it must be affixed to the lower left corner of your vehicle windshield. \_\_\_\_\_ **initial here**

One transmitter may be purchased for each vehicle with a Peninsula decal. Transmitters are for the owner's use only. They are not to be loaned out nor purchased for guests, family members, nor contractors. Owners must not use the transmitter to let contractors, guests, or nonresident relatives in the back (east) gate. Any owner determined to be in violation of this policy assumes the risk of having ALL HOUSEHOLD transmitters deactivated. \_\_\_\_\_ **Initial here.**

You may purchase a transmitter at the Peninsula Master Association's office located at 10 Peninsula Blvd on Wednesday between the hours of 8AM – 5PM. The cost of each transmitter is \$52.00. Please be prepared to pay with a check, we cannot accept credit cards or cash. Transmitters carry a 6-month warranty from the date of purchase. \_\_\_\_\_ **Initial here**

Circle One: Property Owner   Resident   Tenant

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Peninsula Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Automobile Information (space for additional cars are on the back of this form)

Registered to: \_\_\_\_\_ Decal #: \_\_\_\_\_ Transmitter #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Registered to: \_\_\_\_\_ Decal #: \_\_\_\_\_ Transmitter #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate#: \_\_\_\_\_ State: \_\_\_\_\_

Registered to: \_\_\_\_\_ Decal #: \_\_\_\_\_ Transmitter #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate#: \_\_\_\_\_ State: \_\_\_\_\_

**Please sign and date below indicating you have read the above statements, and that the information provided on this form is correct.**

**Printed name of Owner/Resident/Tenant**

\_\_\_\_\_

**Signature and Date**

\_\_\_\_\_

Doc date July 2025

# ARC Meeting Minutes for May 07, 2025

## Special Meeting

ARC Members Present:	ARC Members Excused:	Other Attendees:
<ul style="list-style-type: none"> <li>• Carol Sheriff</li> </ul>	<ul style="list-style-type: none"> <li>• Debby Sheppard</li> </ul>	<ul style="list-style-type: none"> <li>• Brian Brant (Master Board Member)</li> </ul>
<ul style="list-style-type: none"> <li>• Julie Bowlick</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Michael Crider – Mr. Harris’s partner</li> </ul>
<ul style="list-style-type: none"> <li>• Gabi Rohman</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Phillip Harris</li> </ul>
<ul style="list-style-type: none"> <li>• Robin Anderson</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

### Special Meeting Discussion

- **Villas on Peninsula March**

- Purpose of Meeting - Special meeting held at 2:00 PM to again invite Mr. Harris and his partner to provide information regarding the Villas Project. We would like the builder to answer questions and update ARC on changes with the villas that were made in the last 2 years since the last meeting. We are paying close attention to detail to get it right before approval to start.
- Mr. Harris provided (via e-mail) the sales presentation April 2025 for the Villas on Peninsula March. Carol arrived early and used the TV in the meeting room to put the presentation on the big screen so attendees could all discuss and provide feedback.
  - <https://www.dropbox.com/scl/fo/dfrd982ftdw1jg8wv6ayr/APlyXTcl4Rcz0mpVN2yBR-0?rlkey=lcjrsaeninxl0kp1t6491k5f&dl=0>
- Mr. Harris went through the presentation and answered many questions. ARC raised project concerns based upon what they could see/understand from the provided sales presentation materials. Examples include:
  - Street width and flow – 1-way streets and concern about garbage truck access to narrow streets
  - Additional parking – are there enough spaces for both visitors and yard maintenance crews.
  - Confirmed builder provides copies of Peninsula Covenants and Standard when sales are made
  - Raised concern related to golf cart parking - brochures show dedicated golf cart parking on driveway, which is not permissible
  - Questions related to location of mechanicals (HVAC, grinder, pool pumps)
- In advance of the meeting, Lyle Brown and Tom Davis (Master Board members) provided their concerns to ARC. These will be addressed at a future meeting when both the ARC and Master Board will ask Mr. Harris to return and bring both committees up to speed as to the status of this project. Mr. Harris indicated that would be when they had 15 to 20 firm commitments for phase one of the project.
- The final outcome of this meeting was that ARC gave our OK to the concept of this project, but approval by the ARC committee will not be given until all details for this project have been settled.

# ARC Meeting Minutes for May 21, 2025

ARC Members Present:	ARC Members Excused:	Other Attendees:
• Debby Sheppard	• Carol Sheriff	•
• Julie Bowlick	•	•
• Gabi Rohman	•	•
• Robin Anderson	•	•

## Committee Updates

- **Upcoming Meetings**
  - June 4 @ 3pm
  - June 18 @ 3pm

## Requests Reviewed

- 1. 12 Bayside Ct / Doonan Residence: Modification – Revise & Resubmit**
  - a. Control # 052125-01-Mod
  - b. ARC has requested the owners provide pictures and a plat map of the proposed golf cart path from the garage door on the south side of property to the front of the house. ARC needs to see the “before” view to understand if vegetation will be removed, pictures of the sample materials (picture of 21 Bayside Ct), and the topical view of the overall project using the property plat map.
  - c. The path will be lined with metal border and small pebble rock, like other properties in the neighborhood (similar to 21 Bayside Court).
  - d. Start Date – Upon approval / Completion Date – June 15
  
- 2. 45 Lagoon Dr / Duffett Residence: Modification – Approved**
  - a. Control # 052125-02-Mod
  - b. ARC has approved owners request to paint the exterior of their home by C&J Painting.
    - i. Body of house – SW7008 Alabaster
    - ii. Trim – SW7757 High Reflective White
    - iii. Doors – SW9599 Limestone
  - c. Start Date – 5/29 / Completion Date – June 15
  
- 3. 18 Baywalk Dr / Ford Residence: Modification – Approved**
  - a. Control # 052125-03-Mod
  - b. ARC has approved owners request to resurface the driveway with Colortop solvent based solid color concrete sealer.
    - i. Color – Neutral Balance (tan) – similar to color used by the Gregg’s in Baywalk
  - c. Start Date – Upon approval / Completion Date – 2-3 days
  
- 4. 17 Natures Trail / Kitchens Residence: Modification – Approved**
  - a. Control # 052125-04-Mod
  - b. ARC has approved owners request to install a putting green in the backyard by Gomez Landscaping.

- i. Project includes installation of artificial/synthetic grass for a putting green on the north (garage) side yard. It will be blocked from view from the street and the neighbors yards by the vegetation growing inside of our perimeter fencing.
- ii. Dimensions are approximately 25' x 60'.

Start Date – Upon approval / Completion Date – 1

## ARC Meeting Minutes for June 18, 2025

ARC Members Present:	ARC Members Excused:	Other Attendees:
• Debby Sheppard	• Gabi Rohman	•
• Robin Anderson	• Julie Bowlick	•
• Carol Sheriff	•	•
•	•	•

### Committee Updates

- **The June 4<sup>th</sup> meeting was cancelled**
  - No ARC requests received
- **Upcoming Meetings**
  - July 2 @ 3pm – Carol will be out of town
  - July 16 @ 3pm – Carol will be out of town
- **New Builder Approval**
  - Alabama Development, LLC (Owner/Builder Pierce Kaylor) has submitted a builder application to build a home within Peninsula.
  - The historical process for new builder applications is for an ARC Member to review/research builders and make recommendation to the board. Lyle Brown shared this process is not documented in the 2024 Updated Master Declaration. ARC is choosing to follow prior procedures for consistency.
  - Robin Anderson, ARC Member, reviewed/contacted references and researched prior projects. Her recommendation to the Master is to approve this builder.

- Paul Hagan, Boulevard HOA, and Ken Lee, Master Board, reviewed the application and project plans. They agreed with ARCs recommendation and approved the builder.
- **330 Peninsula Blvd – Lack of Construction Progress**
  - ARC is concerned about the ongoing delays with this new build.
  - Susan Anderson recently prepared a timeline of New Build Application submission to current status and shared it with Carol Sheriff and the Master HOA.
  - Progress will continue to be monitored; Master Board will take action(s) consistent with the covenants and declarations.

### **Requests Reviewed**

1. **406 Peninsula Blvd / Kaylor Residence: New Build – Revise & Resubmit**
  1. Control # 061825-01-NB
  2. The site plans submitted indicate the driveway will be 2' from the property line. Per section 12.10, driveways must be a minimum of 3' from the property line.
  3. ARC requested the owner/builder to advise how this will be addressed prior to beginning any work on this project. Applicant will need to submit materials for a future ARC meeting to obtain approval.
  4. Start Date – Upon approval / Completion Date – Spring 2026

**Peninsula Board of Directors**  
**Social Committee Meeting Minutes**  
**June 11, 2025 1:00 p.m. - Sales Office**

**Present:** Stacey Ingold, Sue Buford, Debby Sheppard, Shelly Croxton, Lynne Lynn, Robin Anderson, Jane Lee, Gail Hisle, Cindy Bauer, Debby Griffin

I. The meeting was called to order at 1:00 p.m. by Stacy Ingold

II. Corn Hole Tournament Recap

- 24 participants
- Location parallel to the driving range was excellent
- Money from registration was used to award prizes therefore this event was a break even for the committee
- Committee discussed tweaks for improvement in 2026

III. July 3rd Independence Day Parade

- Parade staging at 3:30 at the entrance to Retreat
- Parade will move down the Boulevard to the golf shop, circle around the back putting green and end at the tennis shop parking lot.
- Judges for the event will meet and establish categories and criteria for awards
- The grand prize will be a traveling trophy with each year's winner labeled on the trophy. Jan Patrick will pass on the winner trophy to Stacey Ingold to be awarded to this year's winner
- Stacey will purchase items for give away to our children who are participating with their parents or grandparents
- Debby will have flyers printed for distribution throughout the neighborhood
- Stacey will make a Face Book post and put a flyer in the tennis clubhouse

IV. Peninsula Art Show

- Sept. 19 from 2p.m.-8 p.m.
- Light refreshments will be served from 2-4
- Wine and hors de oeuvres served from 4-8
- Limit will be 12 artist vendors; \$15 + bottle of wine for each participating vendor
- Residents are encouraged to invite a friend to join them for the art show
- Set up time will be discussed at later meetings

V. Peninsula Walk for Breast Cancer

- October 18 9:00 a.m.
- Start and Finish at the Willis Building
- Charity will be Anchor Cross Cancer Foundation
- The committee will be allowed to ear mark which specific service with the foundation it would like to direct the money from the fundraiser
- Registration will be \$20 which will include a visor and information about the charity
- Stacy will explore costs involved for visors and printing

VI. Jingle Mingle

- Friday, Dec. 12
- Details will be announced in the fall.

VII. Miscellaneous

- The committee discussed additional community service projects which could be promoted. Further exploration, additional information and ideas will be discussed at subsequent meetings throughout the summer and fall.

VIII. The meeting adjourned at 1:40 p.m.

The next meeting will be July 9, 2025 at 1:00 p.m.

Respectfully submitted

Debby Griffin