

**DEDICATION OF SERVITUDES, EASEMENTS
AND RESTRICTIVE COVENANTS**

UNITED STATES OF AMERICA

STATE OF ALABAMA

BY: SONOMA, L.L.C.

COUNTY OF BALDWIN

**FOR: SONOMA RIDGE
SUBDIVISION**

BE IT KNOWN, that on this 17 day of May, in the year of Our Lord,
two thousand five (2007):

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified in
and for the state and county aforesaid, there in residing, and in the presence of the witnesses
hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

SONOMA, L.L.C. (TIN 72-1361390), a Louisiana limited liability company,
domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by
its duly authorized Member/Manager, Larry Lawrence;

its mailing address being: 1125 North Causeway Blvd., Suite 2
Mandeville, LA 70471

hereinafter sometimes referred to as "Developer", and said Developer does declare as follows:

WHEREAS, the Developer is the owner of a parcel of land located in the County of
Baldwin, State of Alabama, more fully described herein; and

WHEREAS, the Developer is developing a residential subdivision on a parcel of
property described herein to be known as Sonoma Ridge Subdivision, (the "Subdivision"); and

WHEREAS, the Developer desires to provide for the preservation of the values and
amenities in the Subdivision and for the maintenance of lighting facilities and other amenities as
a part of said Subdivision; and to this end desires to subject immovable property described
herein, and as it may be amended and added to, the servitudes, privileges and restrictions,
hereinafter set forth in this dedication of servitudes, easements and restrictive covenants, and
further, in accordance with the maps and plats of surveys of Hutchinson, Moore & Rauch,
L.L.C., recorded in the official records of the County of Baldwin, Alabama, which shall inure to
the benefit of the Property described herein and parcels hereafter added, and the subsequent
Owners thereof; and

WHEREAS, in order for the Developer to insure a uniform plan of development, it
deems desirable for the efficient operation of the Subdivision, and for the maintenance of the
values, amenities and safeguards provided in the Subdivision, to create an Association to which
shall be delegated and assigned the power and duties of maintaining and administering the
lighting and other common facilities, administering and enforcing the within servitudes,
privileges and restrictive covenants and collecting and disbursing the charges and assessments
hereinafter created; and

WHEREAS, the Developer shall create "Sonoma Ridge Homeowners Association, Inc.",
as a nonprofit corporation under the Laws of the State of Alabama for the purpose of carrying
out the powers and duties afforded it by the laws of the State of Alabama and by the restrictive
covenants and dedications contained herein.

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NOW, THEREFORE, the Developer hereby declares that the real property described herein below shall be held, conveyed, hypothecated and encumbered, sold, used, occupied and improved subject to the servitudes, privileges and restrictions hereinafter set forth, all of which are declared and agreed to be in aid of a general plan of improvement and development of the parcel of property described herein below and shall be deemed to run with the land and shall be binding upon the Developer, the Developer's successors, assigns and liquidators and shall inure to the benefit of and be enforceable by the Developer, its successors, assigns and liquidators, and further shall be enforceable by the Association or any person acquiring or owning any part or parcel of the Property, as hereinafter defined.

Article I **PROPERTY**

The Property subject of this act of dedication of servitudes, easements and restrictive covenants is **all the property known as Sonoma Ridge subdivision, more particularly described** as follows, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with any buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, to-wit:

Commencing at the Southeast corner of Section 9, Township 6 South, Range 3 East, Baldwin County, Alabama; thence run South 89°55'28" West, 40.90 feet to a point on the West right-of-way of Baldwin County Highway Number 49 and the point of beginning; thence continue South 89°55'28" West, leaving said west right-of-way of Baldwin County Highway Number 49, 1959.20 feet to a point; thence run North 00°21'30" East, 722.92 feet to a point; thence run North 89°38'38" West, 324.39 feet to a point; thence run North 00°11'51" East, 07.23 feet to a point; thence run South 89°56'32" East, 996.51 feet to a point; thence run North 01°09'13" East, 348.75 feet to a point thence run South 89°24'25" East, 438.27 feet to a point; thence run South 89°42'56" East, 260.35 feet to a point; thence run South 00°26'07" West, 518.58 feet to a point; thence run South 89°34'05" East, 587.11 feet to a point on the said west right-of-way of Baldwin County Highway Number 49; thence run South 00°24'52" West, along said west right-of-way of Baldwin County Highway Number 49, 465.13 feet to a point; thence run North 89°33'33" West, leaving said west right-of-way of Baldwin County Highway Number 49, 240.62 feet to a point; thence run South 00°18'02" West, 146.64 feet to appoint; thence run North 89°52'30" East, 240.34 feet to a point on said west right-of-way of Baldwin County Highway Number 49; thence run South 00°24'52" West, along said west right-of-way of Baldwin County Highway Number 49, 163.28 feet to a point; thence run North 89°43'35" West, leaving said west right-of-way of Baldwin County Highway Number 49, 247.72 feet to a point; thence run South 00°18'02" West, 181.88 feet to a point; thence run South 89°43'35" East, 247.35 feet to a point on said west right-of-way of Baldwin County Highway Number 49; thence run South 00°24'52" West, along said west right-of-way of Baldwin County Highway Number 49, 193.89 feet to the point of beginning.

Article II **DEFINITIONS**

The following words, when used in this act, shall have the following meanings:

- A) "Architectural Control Committee" shall mean the Architectural Control Committee of Sonoma Ridge Homeowners Association, Inc., as established in Article VIII of these Restrictive Covenants.

- B) "Association" shall mean and refer to Sonoma Ridge Homeowners Association, Inc., and its successors, assigns or liquidators.
- C) "Board of Directors" shall mean the Board of Directors of Sonoma Ridge Homeowners Association, Inc.
- D) "Common Areas" shall mean and refer to all the areas designated as "Common Area" on the Plat, all servitudes, detention ponds, median or neutral ground areas, entrance sign and lighting therefore, swimming pool (if constructed), easements, real property, appurtenances and facilities now or hereafter owned, acquired or otherwise available for use by the Association for the benefit, use and enjoyment of its Members. The use of the Common Areas shall be subject to the control and authority of the Association.
- E) "Developer" shall mean and refer to (i) Sonoma, L.L.C., or any successor entity which may be assigned the rights of Sonoma, L.L.C., as the Developer; or (ii) the lender who acquires the interest of Sonoma, L.L.C., by foreclosure or dation en paiement.
- F) "Lot" shall mean the parcels of land designated on the Plat for single family residential development, consisting of Lots numbered 1 through 81, inclusive.
- G) "Member" shall mean and refer to every person, group of persons, corporation, trust or other entity, or any combination thereof, which holds a Membership in the Association and shall be restricted to the Owner or Owners of Lots in the Property.
- H) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the title to any Lot or Lots in the Property.
- I) "Plat" shall mean and refer to the Final Plat of Sonoma Ridge prepared by Hutchinson, Moore & Rauch, L.L.C. dated 17, and recorded on May as Slide No. 2344 A & B in the public records of Baldwin County, and any subsequent amendments or plats adopted for the Property added after the date of these Restrictive Covenants.
- J) "Property" shall mean and refer to all or any portion of the real property described in Article I, hereof, and such additions thereto as may be made by the Developer under Article IV, hereof.
- K) "Regulations" shall mean and refer to rules of use and conduct adopted by the Association for conduct and activity while using the Common Areas and common facilities, and while residing within the Property.
- L) "Restrictive Covenants" shall mean this act of dedication of servitudes, easements and restrictive covenants and any and all subsequent amendments thereto.
- M) "Subdivision" shall mean Sonoma Ridge Subdivision in the City of Silverhill.

Article III OWNERSHIP OF COMMON AREAS

Section 1. Common Areas. The Developer has the right, but not the obligation, to unilaterally transfer to the Association legal title to the Common Areas, without warranty, and said transfer is solely at the option of the Developer. The Association may acquire other property which may be owned and maintained by the Association as Common Areas.

Article IV
ADDITIONS BY DEVELOPER

Section 1. Additions. As long as there are class B members of the Association, additional property may be annexed to the Property described in Article I without the consent of the class A members of the Association, if any.

Section 2. Recordation of Modification. Any annexations of additional property made pursuant to this Article, or otherwise, shall be made by recording an amendment to the Restrictive Covenants with the Office of the Judge of Probate of Baldwin County, Alabama, which amendment shall extend the scheme of the Restrictive Covenants to such annexed property. Such supplementary act of dedication may contain such complimentary additions and modifications to the servitudes, privileges and restrictions set forth in the within the act of dedication as may be necessary to reflect the different character or use, if any, of such annexed property.

Article V
HOMEOWNERS ASSOCIATION

Section 1. For the purpose of enforcing these Restrictive Covenants and controlling, regulating and maintaining the Common Areas, each and every Lot Owner, by accepting a deed and purchasing a Lot or entering into a contract with regard to any Lot in Sonoma Ridge Subdivision, does agree to and binds himself to be a Member of and be subject to the obligations and duty enacted Articles of Incorporation, By-Laws and rules, if any, of the Association. The Association is specifically authorized and empowered to assess individual Lot Owners, and to provide for the collection of said assessments in accordance with and as provided in the Articles of Incorporation, By-laws, Restrictive Covenants and applicable Alabama law.

Section 2. Membership. The Association shall have two classes of voting membership:

A) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of a fee interest in any Lot by transfer from the Developer which is or becomes subject to these Restrictive Covenants shall be a Class A member of the Association. Each class A member of the Association shall be entitled to one (1) vote for each Lot owned by any such firm, person, corporation, trust or other legal entity. However, there shall be only one (1) vote for each Lot to which class A membership is appurtenant, and the vote shall be cast in accordance with the bylaws of the Association.

B) There shall be two hundred fifty (250) class B memberships, all of which shall be issued to the Developer or its nominee or nominees. The class B members shall be entitled to one (1) vote for each class B membership so held, however, each class B membership shall lapse and become a nullity upon the occurrence of any one of the following events:

i) One (1) year following the date upon which the Developer no longer owns any Lots in the Subdivision, or

ii) Upon surrender of said class B memberships by the then holders thereof for cancellation on the books of the Association.

Upon the lapse and/or surrender of all the class B memberships, as provided for in this Article, the Developer shall continue to be a class A member of the Association as to each and every Lot in which the Developer holds the interest otherwise required for such class A membership.

Article VI
RIGHTS UNDER HOMEOWNERS ASSOCIATION

Section 1. Members' Right of Enjoyment. Subject to the provisions of these Restrictive Covenants, the Articles of Incorporation, and By-Laws of Sonoma Ridge Homeowners Association, Inc., and Regulations established by the Association for the Subdivision, from time to time, and as amended, every Member shall have the right of use and enjoyment in and to the Common Areas and such right, use and enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

A) The right of the Association in accordance with its Articles of Incorporation and By-Laws and Regulations, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to pledge, mortgage and hypothecate the said property, to sell, dedicate, exchange, transfer, convey, assign and deliver said property; and

B) The right of the Association, to levy reasonable assessments, admission fees or other fees for the use of any of the Common Areas by the Members of the Association and their guests; and

C) The right of the Association to pass and enforce such other rules and Regulations for the use of the Common Areas, including the right to enforce various sanctions against the Owners of Lots in Sonoma Ridge Subdivision, including, but not limited to, the right of suspension, fines and penalties, and assessments of the costs of noncompliance of a Lot Owner to an individual Lot Owner or other sanctions which the governing body of the Association, in its discretion, deems necessary and proper.

Article VII
ASSESSMENTS

Section 1. Annual Assessments. Each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a record Owner of any Lot, whether or not it shall be so expressed any act of sale, contract to sell or other conveyance shall be deemed to covenant and agree to pay the Association, in advance, a annual sum herein sometimes referred to as "assessments" equal to the member's proportionate share of the sum required by the Association, as estimated by the Board of Directors, to meet its annual expenses, all as more fully established and set out in the by-laws of the Association, including, but not limited to, the following:

A) The cost of operating, maintaining, repairing and/or replacing the Common Areas, pool and pool area, community lighting and services furnished by the Association, including charges by the Association for facilities and services furnished by it; and

B) The cost of necessary management and administration, including fees paid to any Management Agents; and

C) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

D) The cost of fire and extended liability insurance on the Common Areas, if applicable, and the cost of such other insurance as the Association may obtain; and

E) The cost of garbage and trash collection and/or other utilities and services which may be provided by the Association, whether with respect to the Common Areas or otherwise; and

F) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

For a record Owner of any Lot as of January 1st of any calendar year, annual assessments are payable due by January 15th of said year.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly or semi-annual basis rather than on the annual basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the Common Areas or by abandonment of any Lot belonging to him.

Section 2. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, replacement or clean-up of a described capital improvement located upon the Common Areas or common facilities, including the necessary fixtures and personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate.

Section 3. Non-Payment Of Assessment. Any assessment levied pursuant to this act of dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member to pay such an assessment shall remain his personal obligation and a suit to recover a money judgment for non payment of any assessment levied pursuant to these Restrictive Covenants, or any installment thereof, may be maintained by the Association, along with any other remedies which may be allowed by law.

Any assessment levied pursuant to these Restrictive Covenants of any installment thereof, which is not paid within fifteen (15) days after it is due, shall bear interest at the rate of twelve percent (12%) per annum and may also subject the member obligated to pay the same to the payment of such penalty of "late charge" as the Board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, in which event such interest, penalties, costs and reasonable attorney fees shall be added to the amount of the assessment. Any assessment of the Association made shall be subordinate and inferior to any first mortgage duly granted in favor of a lender and recorded prior to any lien authorized herein.

In the event of non-payment of an assessment within the fifteen (15) day period provided above, the Association may record a lien affidavit against the Lot and Lot Owner setting forth the amount due, including any accelerated amount pursuant to Section 4 herein, pursuant to Section 4 herein, to secure payment of the assessment, late charges, interest, attorney's fees and recordation costs.

Section 4. Acceleration Of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to these Restrictive Covenants and the By-laws of the Association or any other installment, thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 5. Annual Membership Assessment. Subject to the following sections, the annual assessment shall be determined by the Board of Directors.

Section 6. Increase In Maximum Assessment. The annual assessment for all class A memberships herein above may be increased each year by the Board of Directors of the Association by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the preceding year. An increase of more than 25% shall require a majority vote of the full A class membership or the approval of the Class B membership.

Section 7. Commencement Of Annual Assessment. The annual assessment for each class A membership shall commence on the first (1st) day of the month of the Act of Sale from the Developer and shall be prorated to that month and paid at the Act of Sale. Notwithstanding the foregoing or any other provision herein, the Developer shall not be obligated to pay assessments on any Lot owned by the Developer.

Article VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Standards. Except for construction and/or development by the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said construction and/or development, and except for purposes of proper maintenance and repair, no Lot clearing, bush hogging, culvert installation, ditching or excavation or removal of plant material, nor any building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change or other alteration thereupon be made until the complete plans and specifications, showing location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted and approved in writing as to safety, harmony and external design, color and location in relation to the surrounding structures and topography and conformity with the design concept for Sonoma Ridge Subdivision, by the Architectural Control Committee appointed by the Board of Directors of the Association. Subject to the limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, exterior shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aeries, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter in any manner whatsoever the exterior of any improvements constructed upon any Lot or upon any of the Common Areas within the Subdivision, or to remove or alter any windows or exterior doors of any dwelling, or to make any change or alteration within any dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, materially increase the cost of operating or insuring any Common Areas or impair any servitude, until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change shall have been submitted to and approved in writing as to, harmony and external design, color and location in relation to surrounding structures and topography and conformity with the design concept for Sonoma Ridge Subdivision, by the Board of Directors of the Association or by the Architectural Control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The initial Architectural Control Committee shall be composed of Larry Lawrence and Don McMath. The Architectural Control Committee shall serve for the length of time and at the pleasure of the holders of the Class B stock (until and unless said holders relinquish said authority to the Board of Directors) and may be removed and replaced by a majority vote of the holders of the Class B stock (until and unless said holders relinquish said authority to the Board of Directors). In the event the holders of the Class B stock fail to appoint an Architectural Control Committee, then the Board of Directors of the Association shall constitute the committee. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval of the like pursuant to the authority contained in this Article.

Section 3. Approvals and Permits. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, may be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicants submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this article will be deemed to have been fully complied with. The Architectural Control Committee shall be entitled to charge a reasonable fee for reviewing plans and specifications submitted to it. The fee schedule shall be set and entitled by the Board of Directors. The initial fee for reviewing plans and specifications is \$25.00.

Section 4 Building Deposit. The Architectural Control Committee shall have the right to require an applicant for a permit to deposit with the Architectural Control Committee such amounts as determined by the Architectural Control Committee to insure compliance with the provisions of these covenants as well as all building and drainage requirements. The Architectural Control Committee shall have the legal right of offset as to all amounts due by the applicant to the Association for compliance with these covenants.

Section 5. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. In the event the construction or alterations are not substantially completed within the twelve (12) month period specified hereinabove, the Architectural Control Committee shall have the further right to impose fines, penalties or sanctions for noncompletion.

Section 6. No Warranty or Representations of Structural Fitness. The approval of any plans or specifications by the Architectural Control Committee shall not serve as any confirmation, warranty or representation by the Committee that the plans and specifications comply with any applicable building codes nor that any structure constructed pursuant to the plans and specifications will be structurally sound or fit. The approval of such plans and specifications by the Architectural Control Committee is solely for the purpose confirming that the plans and specifications provide for a design which is in harmony and consistent with the design concept in Sonoma Ridge Subdivision.

Section 7. Remedy of Committee. Any act, omission or commission in violation of this article may be enforced or restrained by injunctive relief without the necessity or obligation of the Association to furnish a bond for any injunctive relief. In any successful action by the Association against a Member to enforce the provisions of this article, the Member shall also pay all reasonable attorneys fees incurred by the Association.

Section 8. Variances. The Architectural Control Committee is specifically granted the authority to grant variances with respect to the requirements contained in the provisions of Article IX, Sections 1.J, 1.Q, 1.R, 1.U, 1.V, 1.W, and 1.BB.iii.

The approval of the Architectural Control Committee or, in its absence, the Board of Directors of the Association, shall be evidenced by a certificate certifying that a majority of either the Architectural Control Committee or, in its absence, the Board of Directors, has consented to the variance, signed by the secretary of either the Architectural Control Committee or Board of Directors of the Association, as the case may be.

Article IX
RESTRICTIONS FOR USE OF PROPERTY

Section 1. Prohibited Uses and Nuisances. The following restrictive covenants shall affect and encumber each Lot within the Property which has been transferred from the Developer, to-wit (these Restrictions shall specifically not apply to the Developer):

A) All Lots are for single family residential purposes only, and no industrial or commercial uses are allowed. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house or other multiple family dwelling or commercial building shall be erected, placed, permitted or maintained on any Lot or Common Area, or on any part thereof, except for the following:

- i) Developer may designate one or more lots for use as a temporary administrative and sales center.
- ii) Developer may designate one or more lots for temporary use as a field office.

B) No noxious or offensive activity shall be carried on upon any Lot or within any dwelling situated upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

C) The maintenance, keeping, boarding and/or raising of animals, livestock, insects colonies, bee hives, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated on the Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds (not to exceed an aggregate of three) within the confines of a cage, structure or fencing so as not to roam free. Domestic pets shall not be kept, bred or maintained for commercial purposes, and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. Pets shall be registered, licensed and inoculated as may from time to time be required by law and shall be kept on a leash when not in an enclosed area. Any Member of the Association who keeps or maintains any pet upon any portion of the Common Areas shall be deemed to have indemnified and agreed to hold the Association, each of its Members and the Developer free and harmless from any loss, claim or liability of any kind or character whatsoever arising from reason of the keeping or maintaining of such pet upon the Common Areas. The Board of Directors shall have the right to order any Member of the Association whose pet is a nuisance, to remove such Pet from the Property and the Board of Directors shall have the sole and exclusive authority to determine, after notice to such Member and affording such Member an opportunity for a hearing before the Board of Directors, whether or not any pet is a nuisance.

D) No burning of trash (except plant material unless prohibited by law) and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lots provided however, that the storage of building materials and equipment shall be permitted during periods of new construction, remodeling and/or renovation of any improvements located upon any Lot, and further provided that the burning of trash and other debris from the clearing of Lots shall be permitted during period of new construction.

E) No junk vehicle, commercial vehicle, boat, trailer, camp truck, motor homes, buses, tractors, mobile home, house trailer, modular home, geodesic dome, or home designed for movement on wheels, or other machinery or equipment of any kind or character shall be kept or maintained upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any Lot; provided, however, this restriction shall not apply to boats on a trailer if the following two conditions are satisfied: (1) the boat does not exceed twenty-five (25) feet in length and eight (8) feet in height from the ground to the top of the boat while on the trailer; and (2) the boat is kept within an

enclosed garage or behind a six (6') foot tall fence approved in accordance with Article IX, Section R) hereinafter. The parking of any vehicle within a street right-of-way is strictly prohibited.

F) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers.

G) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without approval of the Architectural Control Committee and any necessary governmental authority. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions hereof shall not be construed to prohibit the granting of any servitude and/or right of way to any state, county, municipality, political subdivision, public utility or to other public body or authority, or the Association or Developer.

H) No Lot shall be used for the purpose of boring, mining, dirt removal, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

I) No trees shall be removed from any Lot without written approval of the Board of Directors acting through Architectural Control Committee. The Board of Directors of the Association and/or the Architectural Control Committee may from time to time adopt and promulgate such additional rules and Regulations regarding the preservation of trees and other natural resources and wildlife upon the Property as it may consider appropriate.

J) Satellite dishes, antennas, towers or other devices for the reception of communication signals are strictly prohibited, except that 24" diameter (maximum) satellite dishes are acceptable at locations approved by the Architectural Control Committee.

K) No water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like, shall be installed or maintained on any Lot above the surface of the ground except for above ground lawn hoses.

L) No structure of a temporary character, and no trailer, house trailer, mobile home, stable, or outdoor clothes dryer shall be erected, used or maintained on any Lot at any time provided, however, the foregoing restriction shall not prohibit the maintenance of those temporary structures, trailers or the like which are necessary during the construction, remodeling and/or renovation of any improvements thereon. No such temporary structures, trailers or the like shall be utilized for dwelling purposes and all such structures, trailers or the like shall be removed from the Lot promptly following the completion of any of such improvements.

M) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional signs or signs as may be maintained by the Developer and, if approved by the Developer, Sonoma, L.L.C. or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or dwelling situated upon the Property. Notwithstanding the foregoing, one temporary real estate sign advertising the Lot for sale or rent and one contractor's sign (during the period of construction of the dwelling), not exceeding six (6) square feet in area each may be placed upon the Lot or attached to any dwelling on the Lot. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling and any such temporary contractor's sign shall be removed promptly following the initial sale of the dwelling.

N) No structure, planting or other construction or material shall be placed or permitted to remain upon any Lot which may damage or interfere with any servitude for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage servitudes or channels.

O) No Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association,

nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Association.

P) No dwelling or other improvements which are located upon the Property shall be permitted to fall into disrepair and all such dwellings and other improvements (including lawn and other landscaped areas) shall be maintained in good condition and repair. Each Lot shall be maintained in a clean and sanitary condition, free of trash, rubbish and other offensive matter. Dead trees shall be removed by the Lot Owner at the Lot Owners expense. The failure of the Lot Owner to comply with this section shall authorize, but not obligate, the Association to provide the necessary work, labor, materials and maintenance necessary to bring the Lot into compliance and charge the Lot Owner for the expense as an additional assessment owed by the Lot Owner. The collection of amounts owed shall be made in accordance with the rights and remedies provided in Article VII, Section 3, hereof.

Q) All raised houses must have lattice skirting, or other suitable material or landscaping around the entire raised portion of the house in order to prevent a "see through" appearance. Each raised house shall provide not less than 18" clearance for a crawl space under the floor joists and 12" under the sills. The finished first floor elevation shall not exceed three feet (3') from existing grade.

R) Fences may be erected and maintained only after approval as to location, design and materials by the Architectural Control Committee and shall further comply with the following:

i) Interior Lots: No fence shall be erected, placed or altered on any interior Lot (a Lot not fronting on two streets) closer to the street than the farthest left corner and the farthest right corner of the front of the main dwelling. It is the Developer's intent in this provision to prevent any fences from being located between the front of any part of the dwelling and the street.

ii) Corner Lots: Fences erected, placed or altered on any corner Lot (a Lot having frontage on two streets) must comply with the following requirements: (1) fencing on the interior side of the Lot (the side adjacent to another Lot) shall not be closer to the front street than the farthest corner of the front of the main dwelling on the interior side; (2) fencing on the exterior side of the Lot (the side adjacent to the side street) shall not extend any closer to the front street than the front most corner of the dwelling or garage on the street side; and (3) no fence shall be nearer to the side street than five (5') feet inside the side property line. It is the Developer's intent that this provision is to prevent any fences from being located between any part of the front of a dwelling and the adjacent front street.

iii) No fences on any Lot shall utilize barbed wire, creosote posts, chain link or mesh wire fence material. Fences shall be constructed of treated posts and rails with cedar fence boards. A uniform fence design will be required by the Architectural Control Committee.

S) A dwelling constructed on any Lot shall comply with the following requirements:

i) For single story residences, the main residential dwelling shall have not less than 1,400 square feet of heated and cooled area.

ii) A two story structure shall have a minimum of 1,200 square feet living area for the first floor with a minimum total living area of 1,800 square feet.

iii) No dwelling shall be constructed having less than 1,900 square feet total area which includes a two car garage.

iv) Each residence shall have at a minimum a one car garage. The preferred opening to the garage is a side-loaded entrance. However, a front-loaded garage is acceptable if the garage is set back twenty feet from the frontmost point of the house.

v) Vinyl siding may be used at the soffit/facia only.

T) No building shall be located on any lot nearer to the front line or nearer to the street side line than the minimum building setback line shown on the recorded subdivision plat; however, in no instance shall a building be located nearer to the front property line than thirty (30') feet. The main residential structure, exclusive of detached garages and out buildings, shall be located no less than thirty (30') feet from the rear property line. No part of the house building or garage shall be located nearer than ten (10') feet to an interior side line. No building shall be located on a corner lot nearer than twenty (20') feet to the side street line. For the purposes of this covenant, eaves, steps, and unroofed terraces shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another lot.

U) The finished floor elevation of each dwelling constructed on a Lot shall be in accordance with the regulations of the State of Alabama and Baldwin County.

V) Any out-building, storage shed, cabana, gazebo, or other detached structure shall comply with the following guidelines: (i) have a maximum of 150 square feet under beam; (ii) shall be a minimum of five (5') feet from rear and seven (7') feet from the interior side property lines; however, the side setback for all corner lots shall be as approved by the Architectural Control Committee on a case by case basis but in no case nearer than the side building setback line; and (iii) the building must architecturally conform and be compatible with the elevation, design and material of the main residential dwelling on the Lot.

W) The discharge of firearms or operation of motor bikes, motorcycles, two wheel, three wheel or four wheel motorized recreational vehicles which are not street legal upon the Property is strictly prohibited.

X) Building set back lines and utility servitudes are hereby established in accordance with the Plat.

Y) No individual water wells or sewerage treatment systems shall be allowed on any Lot. Each Lot shall utilize the central sewerage and water systems available designed for the Subdivision for all potable water and sewerage uses; however, individual water wells shall be allowed for irrigation purposes only.

Z) On all residential structures outdoor loudspeakers, radios, public address systems and the like, whether they be of a temporary or permanent nature, are expressly prohibited. Noise emanating from inside a structure shall not be audible outside the structure. All other noise which offends, disturbs or constitutes a nuisance is expressly prohibited.

AA) With respect to the established drainage pattern on any Lot, and as a part thereof, these restrictions hereby establish the following requirements which shall be observed and satisfied by each Lot Owner for his Lot, to wit:

- i) Each Lot shall be graded to drain to the nearest appropriate drainage servitude unless the Architectural Control Committee directs otherwise in writing.
- ii) Each Lot Owner shall create and maintain a drainage-way ("swale") immediately adjacent to the interior side Lot lines of his Lot, in order to provide for and to carry drain water from his Lot and from the adjoining Lot to the nearest appropriate drainage servitude. No fence shall substantially interfere with the drainage flow in this swale area.
- iii) Each Owner shall permit reasonable ingress and egress on his Lot by the Developer and/or the Association for the purposes of maintenance and preservation of the established drainage pattern, the drainage servitude areas and the said swale areas. There shall be no affirmative obligation of the Developer or the Association for any drainage construction or maintenance.

iv) With respect to the drainage of his Lot, an Owner shall be required to comply with the grading, elevation and fill requirements of these restrictions and the Architectural Control Committee at the time he shall construct a residence on his Lot.

BB) Regulations regarding culverts and driveways:

i) All driveways and aprons must be concrete and must connect the driveway from the asphalt street to the garage. All driveways shall be a minimum of ten (10) feet in width and shall be constructed not closer than eighteen inches (18") from the side property line.

CC) Mailboxes shall be uniform. The Architectural Control Committee shall designate an approved uniform design, shape, color and location for all mailboxes in the Subdivision.

DD) Owner/Builder to install two (2) ¾ inch conduits as needed for cable TV and phone during construction.

Article X

GENERAL PROVISIONS

Section 1. Duration - Amendment. The permanent servitudes and real rights and interests created herein, including the servitudes, privileges and restrictions of these Restrictive Covenants shall, subject to the provisions herein, run in perpetuity with the land, and shall be binding upon the Owners hereof, their heirs, successors and assigns and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to these Restrictive Covenants, their representative, legal representative, heirs, successors and assigns, for a period of twenty (20) years from the date of recordation of this act, after which time the said servitudes, privileges and restrictions contained herein shall automatically extend for successive ten (10) year periods each, unless an instrument signed by the then Owners of a majority of the Lots has been recorded agreeing to change said servitudes, privileges and restrictions in whole or in part, except as allowed in Article IV. herein. The terms and provisions of these Restrictive Covenants, or any of the servitudes, privileges or restrictions herein contained, may be modified in whole or in part, terminated or waived, prior to or subsequent to the expiration of the twenty (20) year period aforesaid, by an act of amendment or termination signed by (i) the then Owners of fifty-one percent (51%) of the Lots in the subdivision and the Developer while class B shares are outstanding, or (ii) by the Developer, alone, and duly recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

Section 2. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community of Sonoma Ridge Subdivision. Enforcement of these Restrictive Covenants shall be by any legal proceeding against any person or persons violating or attempting to violate any servitude, privilege or restriction, either to restrain or enjoin violation or to recover damages, or both; and the failure or forbearance by the Association or the Owner of any Lot to enforce any servitude, privilege or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner of any Lot which becomes subject to the provisions hereof. In addition to the foregoing relief, the Association shall be entitled to recover the reasonable attorney's fees incurred by it in any legal proceeding against any person or persons violating or attempting to violate any servitude, restriction or other provision of these Restrictive Covenants.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within servitudes, privileges or restrictions cannot be adequately remedied exclusively by recovery of damages.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this act of dedication shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these servitudes, privileges or restrictions by judgment, decree or order shall in no way affect the validity of any other provisions hereof, each of which shall remain in full force and effect.

Section 5. Captions. The captions contained in this act of dedication are for convenience only and are not a part of this act of dedication and are not intended in any way to limit or enlarge the terms and provisions of this act of dedication.

THUS DONE AND PASSED in Baldwin County, Alabama, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto subscribe their names with the said Notary, after due reading of the whole.

WITNESSES:

M. Lucy Saxon

[Signature]

SONOMA, L.L.C.

BY:

[Signature]
LARRY LAWRENCE
MEMBER/ MANAGER

[Signature]
NOTARY PUBLIC

6-1-09



THIS INSTRUMENT
PREPARED BY

Gina Broussard
Sonoma LLC
1125 N. Causeway Blvd
Suite 2
Mantoloking, LA 70471

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

2007 May -17 3:25PM

Instrument Number 1050667 Pages 14
Recording 42.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00 Other 7.00
Adrian T. Johns, Judge of Probate