

**COVENANTS AND RESTRICTIONS OF
KIMBROUGH COVE SUBDIVISION**

Every lot in Kimbrough Cove Covenants shall be subject to the following covenants and restrictions:

1. Each lot shall be used only for single family residential purposes.
2. No more than one dwelling house shall be built on any one lot.
3. No part of any structure not part of the main dwelling house shall be used or occupied as living quarters.
4. Each dwelling house shall have an enclosed garage sufficient in size to accommodate at least two full-sized motor vehicles, and each such garage shall have operable, motorized garage doors.
5. No structure shall be erected, altered, placed, or permitted to remain (hereafter, to "exist") on any lot other than one detached single-family dwelling, one enclosed garage or storage room, one below-ground swimming pool, one below-ground tornado shelter, and one enclosed accessory building (e.g., pool house, gazebo, green house, or screened patio).
6. No temporary structure may exist on any lot except portable toilets and shelters needed by builders during construction, and all such structures shall be removed immediately upon completion of construction.
7. No mobile home, modular home, doublewide, motorhome, bus, camper, travel trailer, tent, or shack shall exist on any lot or on Lyn Lane.
8. No watercraft (including without limitation, boat, barge, pontoon, jet ski, raft, or duck blind) or aircraft shall exist on any lot (except in a totally-enclosed garage) or on Lyn Lane.
9. No all terrain vehicle, utility vehicle, golf cart, dune buggy, go-cart, motorcycle, or race car or truck shall exist on any lot (except in a totally-enclosed garage) or on Lyn Lane.
10. Except as may be necessary temporarily, no wrecker, hearse, or ambulance may exist on any lot (except in a totally-enclosed garage) or on Lyn Lane.
11. No heavy equipment (including without limitation, dozer, excavator, grader, compactor, or wheeled or track loader) or tractor (including without limitation, a backhoe) may exist on any lot or on Lyn Lane except during construction or when the same is actively working. Specifically excluded from the scope of this restriction is one lawn mower or lawn tractor of 30 h.p. or less, which must be kept in a totally-enclosed garage or storage building when not actively working.

12. Except when the same is actively being loaded or unloaded between the hours of 6:00 a.m. and 8:00 p.m. local time, no motorized vehicle having a gross vehicle weight rating in excess of ten thousand (10,000) pounds may exist on any lot or on Lyn Lane. Specifically excluded from the scope of this restriction are motorized vehicles owned or operated by a governmental agency or entity or by a provider of public utilities or services when the same are actively in service.
13. No motorized vehicle shall exist on any lot (except in a totally-enclosed garage) or on Lyn Lane unless the same is then in compliance with all federal and state laws, rules, and regulations required to be met for the same to be operated on public highways within the United States and is then capable of being safely operated on such highways.
14. No motorized vehicle shall be parked on Lyn Lane for more than a total of twenty-four (24) hours within a period of seven (7) consecutive days.
15. No trailer (including without limitation, boat trailer, utility trailer, or camper or travel trailer) or sled shall be permitted to exist on any lot (except in a totally-enclosed garage).
16. All walkways and driveways shall be constructed of finished concrete. The first six (6) feet of each driveway (starting at Lyn Lane) shall be stamped with a slate or stone template and stained dark gray with a high gloss finish (for examples, see the driveways on Lots 11 and 14).
17. No sign (including without limitation, political signs and signs of contractors) or flag may be placed on any lot such that the same is visible to another lot owner or by the public. Specifically excluded from the scope of this restriction are one name and/or address identification sign not more than one (1) square foot in size; one temporary real estate sign (e.g., "for sale" or "for rent") not more than two square feet in size per side; and one (1) flag of the United States of America.
18. Until January 1, 2020, no fence shall be constructed or modified unless the same shall be of a type, design, and quality approved in writing by the developer of the Subdivision in advance of construction or modification.
19. All pools and ponds shall be surrounded by a fence at least six (6) feet above the natural grade.
20. All fences shall have at least one (1) gate which opens toward the front of the lot. Chain link and other fences made of metal wire are prohibited. No fence shall extend more than six (6) feet above the natural grade.
21. No clothesline or other device for hanging clothes to dry shall be permitted unless the same is hidden from the view of all other lot owners and of the public.
22. No noise, smell, smoke, light, trade, activity, or animal which constitutes or contributes to create a nuisance, which is illegal, or which is offensive to or an annoyance to a reasonable person, shall be allowed to exist on any lot or on Lyn Lane.

23. No wild animal and no livestock of any nature or classification whatsoever (including without limitation, horse, cow, goat, sheep, rabbit, turkey, peacock, chicken, or duck) shall exist on any lot. No cage, coop, pen, run, or enclosure (other than a fence on a lot line) and no cable, chain, rope, or other form of tether (other than a leash held by a person) shall exist on any lot a purpose of which is to confine or restrain any animal.
24. Household pets shall be permitted, provided they are not raised for commercial purposes; provided they are at all times kept confined to the lot of their owner or keeper; and provided they do not constitute an unreasonable threat to the safety, peace, comfort, and property of the owners of the other lots in the Subdivision.
25. Mailboxes shall be uniform in design and color and shall be placed and maintained by the owner(s) of each lot.
26. All cables, wires, pipes, conduits, hoses, and other things by which water, sewage, electricity, natural gas, and other utilities are transported to or from a lot shall be buried below the surface of the ground. Specifically excluded from the scope of this restriction are satellite dishes not greater than twenty-four (24) inches in diameter and the cables from the same into the main dwelling house.
27. At least eighty percent (80%) of the exterior of each dwelling house, garage or storage room, and accessory building shall be covered in brick. Vinyl siding shall be allowed on cornice and soffit only. No aluminum siding shall be allowed.
28. Roofs shall only be covered with architectural shingles, slate, terra cotta, or copper.
29. The owner(s) of each lot shall be responsible for promptly repairing all damage to the street, curb, and ditches in the Subdivision damaged by them and by their family members, invitees, guests, contractors, employees, landscapers, and deliverymen.
30. Each lawn shall be sodded and fully landscaped before the dwelling house is occupied. The lawn and all areas planted (including without limitation, in shrubs, bushes, flowering plants, and trees) which are visible to Holmes Boulevard and/or Lyn Lane shall be kept irrigated, mowed, and free of weeds, brush, debris, trash, garbage, rubbish, and vehicles of all kinds.
31. All construction work must be completed with due diligence. No incomplete structure shall be permitted to exist without active construction for more than thirty (30) days. Construction of any structure shall be completed within six (6) months from the date such construction was commenced.
32. In the event a structure on a lot is destroyed, the owner(s) of the lot shall promptly (and in any event within thirty (30) days from the date of destruction) remove all debris, trash, garbage, rubbish, and other materials from the lot, level the part of the lot affected, and sod the part of the lot affected. Thereafter, said owner(s) shall mow and otherwise maintain the part of the lot affected until such time as the owner(s) shall commence construction of another structure.

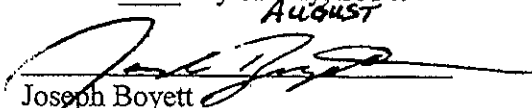
33. In the event a structure on a lot is damaged or partially destroyed, the owner(s) of the lot shall either (a) demolish the structure and thereafter comply with the provisions set forth in paragraph 32., above, or (b) within thirty (30) days from the date of damage or partial destruction, cause the damage to the structure to be repaired and/or the destructed structure to be restored to a condition as good as or better than the same was in at the time of the damage or partial destruction.

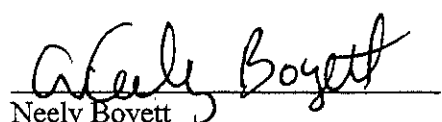
34. These covenants and restrictions shall run with the land and be binding for twenty (20) years from the date the same are recorded, and thereafter, shall automatically renew for successive periods of ten (10) years each.

35. These covenants and restrictions may be amended at any time by the vote of the owners of at least two thirds of the lots (each lot shall be entitled to one vote). No amendment shall be effective until the same has been recorded in the records of the Office of the Judge of Probate of Colbert County, Alabama.

36. In any legal action brought to enforce any of these covenants and/or restrictions, to the extent to which it prevails, a party shall be entitled to be reimbursed all costs and expenses actually incurred by it, including without limitation attorneys' fees, experts' fees, and costs of litigation and of court.

The undersigned, which together constitute all of the owners of all of the lots of Kimbrough Cove, hereby agree to and adopt the foregoing as restrictions and covenants running with the land and binding upon all lots in said Subdivision and upon all of the owners thereof, effective as of their being recorded in the records of the Office of the Judge of Probate of Colbert County, Alabama, on this the 22 day of ~~July~~ AUGUST, 2014:

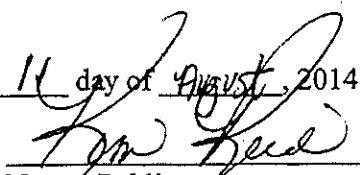

Joseph Boyett
Joint Owner of Lot #5

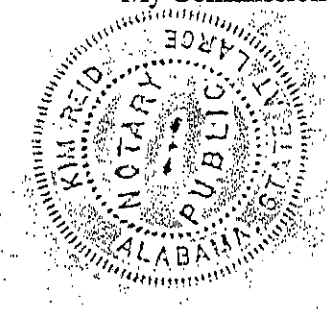

Neely Boyett
Joint Owner of Lot #5

STATE OF ALABAMA)
COUNTY OF COLBERT)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, the within named Joseph Boyett and wife Neely Boyett, who are known to me and who acknowledged that they executed the above and foregoing voluntarily on the day the same bears date.

Sworn to and subscribed before me this the 14 day of August, 2014.


Notary Public
My Commission Expires: 7/28/2017



[Signature]
Evan Carter
Owner of Lot #11

Misty Carter
Misty Carter
Wife of Evan Carter

STATE OF ALABAMA)
COUNTY OF COLBERT)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, the within named Evan Carter and wife, Misty Carter, who are known to me and who acknowledged that they executed the above and foregoing voluntarily on the day the same bears date.

Sworn to and subscribed before me this the 11 day of August, 2014.

[Signature]
Notary Public

My Commission Expires: 7/28/2017

[Signature]
William Chadwick Baker
Owner of Lot #14

STATE OF ALABAMA)
COUNTY OF COLBERT)

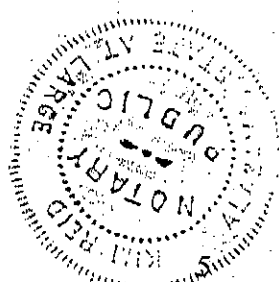
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, the within named William Chadwick Baker, an unmarried man, who is known to me and who acknowledged that he executed the above and foregoing voluntarily on the day the same bears date.

Sworn to and subscribed before me this the 11 day of August, 2014.

[Signature]
Notary Public

My Commission Expires: 7/28/2017

DFRD 2014 21489



Kenneth Trapp
Kenneth Trapp
Joint Owner of Lot #18

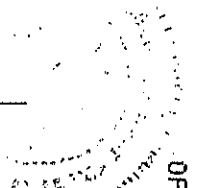
Carolyn Trapp
Carolyn Trapp
Joint Owner of Lot #18

STATE OF ALABAMA)
COUNTY OF COLBERT)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, the within named Kenneth Trapp and wife, Carolyn Trapp, who are known to me and who acknowledged that they executed the above and foregoing voluntarily on the day the same bears date.

Sworn to and subscribed before me this the 14 day of AUGUST 2014.

[Signature]
Notary Public
My Commission Expires: 7/7/18



SOS, LLC, an Alabama Limited Liability Company

By: [Signature]
Todd Oulette

Its: Managing Member
Owner of All Lots in Kimbrough Cove
Other Than Lots #5, 11, 14, and 18

STATE OF ALABAMA)
COUNTY OF COLBERT)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, the within named Todd Oulette, who is known to me, who acknowledged before me on this day that, being informed of the contents of the above and foregoing, he executed the same in his capacity as the Managing Member of said SOS, LLC, voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this 18 day of July, 2014.

[Signature]
Notary Public
My Commission Expires November 20, 2017

This instrument prepared by:
James Tassin
James Tassin, LLC
1015 Highway 72, East
Tuscumbia, Alabama 35674
(256) 383-0802

OFRD 2014 21490