

THIS INSTRUMENT PREPARED BY:
 PHILLIPS M. SMALLING, ATTORNEY
 P.O. BOX 340
 BYRDSTOWN, TN 38549



RESTRICTIVE COVENANTS FOR
The NewPointe Subdivision

NewPointe Land Group, Inc., herein called "OWNER-DEVELOPER", being the present owner of a certain tract of land situated in ^{Clinton} ~~Gray~~ County, Kentucky, and being more particularly described as property conveyed in Deed Book 129, Page 28, of record in the Office of the County Clerk, Clinton County, Kentucky, being identified as "The NewPointe Subdivision", by plat of record in Plat Book ^{CAB 3} ~~3~~, Page ³⁰ ~~30~~, desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said "The NewPointe Subdivision" does hereby adopt, establish and promulgate the following Reservations, Restrictions, and Covenants which shall be and are hereby made applicable to said subdivision.

APPLICABILITY:

Each Contract, Deed or Deed of Trust which may be executed with respect to any property in the above described property shall be deemed and held to be executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the Reservations, Restrictions and Covenants herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

DEDICATION:

The streets and roads through said parcel are dedicated to the use of the public. The utility easements, if any, shown thereon are dedicated to the public.

GENERAL RESTRICTIONS

The following Restrictions and Covenants shall run with the land and be binding upon all future owners of said land.

1. The lots/tracts shall be used exclusively for residential purposes with not more than one single family dwelling on any individual lot or tract. Any residential structure shall have a minimum of One Thousand (1,000) square feet of heated and/or cooled living space.
2. The use of a residential structure for resort rental property is a permissible use, subject to the following conditions and rules:
 - a. There shall be no advertising signage used on the property for any purpose.
 - b. There shall be no long term rentals as the permissible use is resort/transient rental. No rental period to one guest or group shall exceed one continuous month.
 - c. The land owner is responsible for compliance with the general restrictive covenants by any rental guest.

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 CLINTON COUNTY
 JIM ELMORE
 County Clerk 1-709

- d. No vehicles may be parked off the premises subject of rental. No vehicles, trailers or boats may be parked in the publicly used roads.
 - e. All trash or garbage receptacles must be hidden from view and maintained so as to provide aesthetic quality.
 - f. All clothes, towels, life jackets, etc. shall be dried only on clotheslines and never hung on banisters, railings, fences, balconies or porches.
3. There shall be no mobile, modular or prefabricated homes or structures permitted on the lots or tracts. All dwellings, garages or storage facilities must be "stick-built" on the property and garages, and all other improvements, attached or unattached, must be constructed of the same materials as the residence. There shall be no temporary structures maintained on the property.
 4. Homes and Garages to be constructed of Log, Wood Siding, Brick or Stone. Roofs may only be metal or shingle.
 5. It is the intention of the Owner-Developer to provide all landowners with optimal scenic or lake views. To effect this intention, Owner-Developer reserves the right and authority to give final approval to the location of the foundation foot print of the primary residential structure and garages, attached or unattached, so as to provide for as many open views as practical for all lots or tracts.
 6. Travel trailers or motor homes shall be allowed for residences only during construction of homes or cabin. Construction of home not to exceed 12 months from the breaking of ground.
 7. The owner of any lot or lots within the development will at all times, keep the premises neat and clean and any improvements situated hereon shall be kept in good repair. Lots shall be maintained so as to inhibit the growth of weeds and underbrush. The accumulation of refuse, trash, inoperable vehicles or anything that negatively effects the aesthetic value and economic value of the development is prohibited.
 8. Fencing on any property herein conveyed shall be limited to chain link, painted wood, split rail or vinyl. Fencing shall not exceed six (6) feet in height. All other types of fencing are prohibited.
 9. No horses, swine, cattle, poultry or other type of animal typically raised or kept for commercial purposes shall be permitted on the property. Dogs, cats and animals typically kept as pets are permissible, but shall be confined to the pet owner's property. Pets may not be permitted to roam freely in the development area. No animal including pets may be bred and maintained for resale or commercial purposes.
 10. No concrete block used in the foundation or elsewhere in the construction of any building erected on the lots shall be permitted to be visible above the ground level. Foundations must be covered with stone or brick or siding matching the structure's exterior.
 11. No outside toilet facility or any type of outside privy shall be used or maintained on said premises. **Exception:** Commercial grade portable toilets are permitted during construction phase.
 12. No noxious or offensive trade or activity shall be carried on any tract. Nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
 13. The Developer or any other property owner shall have the power and right to enforce the restrictive covenants. In the event of judicial enforcement or proceedings, the party or parties violating the restrictions shall be liable for any reasonable attorneys fees, Court costs, litigation costs, and related expenses incurred by the party seeking enforcement of the restrictive covenants.

14. Severance invalidation of any kind of the covenants by judgment of a Court with jurisdiction order shall in no way invalidate the others and they shall remain in full force and effect as they are severable and individually enforceable.

15. After the commencement of construction of any structure, fence or wall permitted hereby to be constructed, the same shall be completed with reasonable diligence, but in any event all exterior construction including finish coat of paint or stain shall be completed within one (1) year from the date of commencement. No structure may be maintained with an unfinished exterior such as unpainted blocks, tar paper skirting or asphalt type siding.

16. No business of any description should be conducted upon the property hereby conveyed. This allows for exceptions as: (a) a home office in which only the owners of the lot and the owner's immediate family are employed and when no customers or invitees come upon any lot for a commercial purpose; or (b) a home occupation such as writing or art/crafts production. No advertising signage may be used or displayed in connection with the stated exceptions. No commercial activity is permissible which causes adverse economic impact to other property owners.

17. The Owner-Developer reserves the right to have the final say on all set backs of said lot due to the unique terrain of each lot. There shall be at least a two (2) feet set back from all property lines and at least a five (5) feet set back along road frontages.

BINDING EFFECT:

All of the provisions hereof shall be covenants running with the land thereby effected. The provisions hereof shall be binding upon and inure to the benefit of the owner of the land effected and the Owner-Developer and their respective heirs, executors, administrators, successors and assigns.

Executed this 13th day of April, 2007.

NewPointe Land Group, Inc.

Owner-Developer

By: James Martin
JAMES MARTIN, SECRETARY

STATE OF TENNESSEE

COUNTY OF PICKETT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named JAMES MARTIN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be SECRETARY of NewPointe Land Group, Inc., the within bargainer, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of JAMES MARTIN as Secretary of NewPointe Land Group, Inc.

Witness my hand and official seal of office in Byrdstown, Tennessee, on this the 13th day of April, 2007.

Commission Expires:
April 4, 2010



Laura Brown
NOTARY PUBLIC