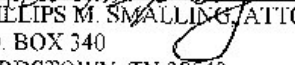


THIS INSTRUMENT PREPARED BY:


PHILLIPS M. SMALLING, ATTORNEY
P.O. BOX 340
BYRDSTOWN, TN 38549

RESERVATIONS, RESTRICTIONS AND COVENANTS
FOR
WOODSDALE ESTATES, PHASE ONE

WOODSDALE LAND GROUP, LLC, herein called "OWNER-DEVELOPER", being the present owner of a certain tract of land situated in Clinton County, Kentucky, and being more particularly described as property conveyed in Deed Book _____, Page _____, of record in the Office of the County Clerk, Clinton County, Kentucky, being identified as "WOODSDALE ESTATES, PHASE ONE", by plat of record in Plat Cabinet 3, Slide 39, desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said "WOODSDALE ESTATES, PHASE ONE" 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 (see below) square feet of heated and/or cooled living space.

- A. Lots 1 through 7 (1,000) square feet.
- B. Lots 8 through 14 (400) square feet Gastineau Log Cabin 2 Go. If Gastineau Log Cabin 2 Go is removed the minimum heated floor space for the replacement cabin is (625) square feet.
- C. Lots 15 through 45 is (750) square feet.

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 rental purposes.
 - B. The landowner is responsible for compliance with the general restrictive covenants by any rental guest.
 - C. All trash or garbage receptacles must be hidden from view and maintained so as to provide aesthetic quality.
 - D. No vehicles may be parked off the premises subject of rental.
3. There shall be no trailers or doublewides permitted on the lots or tracts. All dwellings, garages or storage facilities must be log or stick-built on the property. 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. 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.
6. 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.
7. 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.
8. No swine, cattle, poultry or other type of animal typically raised or kept for commercial purposes shall be permitted on the property. Horses, dogs, cats and animals typically kept as pets are permissible, but shall be confined to the pet owner's property or the trails. 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.
9. 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 painted or covered with stone or brick or siding matching the structure's exterior.
10. No outside toilet facility or any type shall be carried on any tract. Nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood. **Exception:** Commercial grade portable toilets are permitted during construction phase.
11. 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.
12. 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.
13. 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.

14. 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.

15. 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.

16. 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.

17. Secondary electric from the primary pole to the house is to be installed underground.

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 28th day of September, 2007.

WOODSDALE LAND GROUP, LLC
Owner-Developer

By: James Martin
JAMES MARTIN

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 James Martin of WOODSDALE LAND GROUP, LLC, 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 Manager of WOODSDALE LAND GROUP, LLC.

Witness my hand and official seal of office in
Byrdstown, Tennessee, on this the 28th day of September, 2007.

Commission Expires:
May 23, 2010



Brenda Murphy
NOTARY PUBLIC