

CROSSWINDS ESTATES

Restrictions, Covenants and Conditions

I. BUILDING AND CONSTRUCTION

A. Phase I (To be named Caribbean Village) and Phase II (To be named Lido Village) lots may be occupied only by Single Resident Homes. Those homes require a minimum of 1800 square feet of living area under heat and air conditioning excluding porches, carports, garages or any other added construction on the same lot. Multiple lots adjoining for the purpose of having a larger lot are considered one lot only and setback lines between those adjoining lots are hereby abolished.

B. All other areas of Crosswinds Estates, unless revised prior to plat recording, require a minimum of 1400 square feet living area under heat and air conditioning excluding porches, carports, garages or other added construction on the same lot.

C. Areas designated for multi-family residence require a minimum of 1400 square feet of living area under heat and air conditioning excluding porches, carports, garages or other added construction appended or adjacent to the same residence per residential unit.

D. All buildings must be constructed of new materials.

E. Extra or additional buildings:

1. Only one building for a garage, whether single or multiple car, may be constructed on any lot. Where persons have purchased adjoining lots for the purpose of having a larger lot, those lots are considered to be a single lot.

2. One tool shed may be constructed on a single lot and said tool shed must be constructed of new materials. All and any type buildings must have a concrete foundation and/or floor.

F. All structures on any lot must conform in appearance and construction to the main house on said lot and must be presented to the architectural review committee for review and approval prior to construction. That committee will be composed of a representative from Crossland Development, Inc. as long as it retains at least 50% of the lots in any one sub-area within Crosswinds Estates, a representative of any affected property owners and one at large member. The at large member may be appointed by the Developer.

G. Any home built in Crosswinds Estates must be completed within one year of the building permit date or the Architectural Review Committee approval date, whichever occurs last.

H. Set-back lines from the most outward portion of any part of the structure (eaves or other protuberances) must be observed as:

1. Twenty (20) feet from road or rear property line and
2. Fifteen (15) feet from side property lines.

I. The Development Company will maintain an Architectural Review Committee (ARC) consisting of the General Manager or his representative, a member of the Crossland Board of Directors (at-large member) appointed by the Developer and one representative of affected property owners. This composition will remain until the Development Company's ownership in any sub-area within Crosswinds falls below 50%. It is the desire of the Developer to have the property owners have the right to review and approve or disapprove plans within each particular sub-area of Crosswinds Estates. The ARC will administer restrictions and approve all construction within Crosswinds Estates. The purpose is to enhance the appearance and value of all property within Crosswinds. No building or fence may be erected or altered on its exterior until plans for such erection or alteration have been submitted and written approval is received back from the committee.

II. AESTHETIC VALUE RESTRICTIONS

A. No mobile homes or trailers may be placed in view for more than 24 hours on any lots in Crosswinds Estates. Such items may be garaged or placed in the facility designated for mobile homes, trailers, recreational vehicles and boats.

B. No animals or birds other than household pets are permitted in Crosswinds Estates. All pets will be under positive control at all times. Pet owners must clean up behind their pets. Any costs incurred by a lot owner may be visited upon the pet owner.

C. Every lot owner must keep their lot neat and in attractive condition so as not to detract from the appearance of Crosswinds Estates. The developer or subsequent Owners Association shall have the right to go upon any lots to cause them to be in compliance with this provision and the lot owner will be responsible for any cost incurred which shall create a lien upon that lot. If the concerned condition is caused by an uncontrolled pet of another lot owner, see paragraph B above.

D. No trees will be cut or otherwise removed and no soil may be removed from any lot until the developer has been paid in full for that lot.

III. GENERAL RESTRICTIONS

7 A. No noxious or offensive activity shall be carried on upon any lot or anything done thereon which may become a nuisance or an annoyance to the neighborhood. This includes, but is not limited to, loud noise, odors, unsightly storage, disabled vehicles, boats, tractors, construction equipment etc.

B. Hunting or the use of firearms within Crosswinds is strictly prohibited. Violators will be visited by local law enforcement.

C. Lots in the subdivision may not be subdivided.

D. If someone purchases more than one lot for a single family dwelling, the setback lines between those lots are hereby abolished.

E. Recreational Vehicles of all types and extra vehicles not physically able to be stored out of sight will be stored in the facility available for such storage as designated by the developer. There will be a nominal fee for such storage as this type facility must be maintained to the same standards as the entirety of Crosswinds Estates.

F. The RV area may be used for visiting guests of residents for up to two weeks. However, it is not a campsite and may not be used in any way that even simulates a camp site.

G. A utility easement will remain in place six (6) feet wide on either side of all property lines except where multiple lots have been purchased as a larger single residence lot in which case the property line between those lots is abolished.

IV. OWNERS ASSOCIATIONS

A. Each property owner in Crosswinds (except those in Phase I to be known as Caribbean Village) will become a member of an owners association. Each sub-area will have its own association to attend to its needs. Representatives of those associations will represent them at the overall Crosswinds Owners Association. The following guidelines apply:

1. Annual dues may be assessed and billed for the purpose of covering costs of those things deemed necessary by the association insofar as an established majority agrees.

2. Any property owner that specifically wishes not to be a member must so state in writing. No dues will be assessed that owner but that owner surrenders all rights to address grievances or ideas through the owners association. Any non-member may become a member by simply joining the association and bringing the current year's dues current.

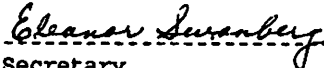
3. Crossland Development, Inc. retains membership in each sub-area in accordance with the number of lots owned in said area. All voting will be conducted on a one-lot-one-vote basis.

B. The exception to this section is the old Phase I, to be known as Caribbean Village, which was formed without benefit of planning. Those residents may, and are clearly welcome, to form an owners association and reap the same benefits as all other parts of Crosswinds Estates. Persons in Caribbean Village may not be required to join an association but are, indeed, encouraged to do so as it will benefit themselves as well as their neighbors.

CROSSLAND DEVELOPMENT, INC.

 PRES

President

 Secretary

Secretary


These Covenants and Restrictions supersede all previous restrictions for Crosswinds Estates, viz Plat Slide 622, Miscellaneous Book 47, Page 522, Marshall County Court Clerk's Office.

STATE OF KENTUCKY

COUNTY OF MARSHALL

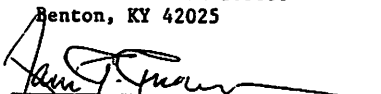
Before me personally appeared Anthony B. Cross and Eleanor Swanberg who, after being duly sworn, stated that he is President and she is Secretary of Crossland Development, Inc., that they are duly authorized to sign the above and foregoing instrument for the said corporation and that they did so as President and Secretary of Crossland Development, Inc. for the purpose expressed therein.

This 30th day of June, 1995.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 8-15-98

S E A L

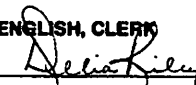
THIS INSTRUMENT PREPARED BY
JAMES A. ANDERSON, III, PSC
104 East Twelfth Street
Benton, KY 42025


JAMES A. ANDERSON

STATE OF KENTUCKY
SCT

COUNTY OF MARSHALL

I, James R. English, Clerk of the County Court of said County, do certify that the foregoing AMENDED
RESTRICTIONS
was on the 30th day of June 19 95 lodged in my office for record.
Whereupon the same, the foregoing and this certificate have been duly recorded in my office in MISC
Book No. 55 page 435
Given under my hand this the 30th day of June 19 95.

JAMES R. ENGLISH, CLERK
BY  D.C.