

Deed Book: 255

Page No: 13

13

**CLAIBORNE ESTATES  
SUBDIVISION  
SECTION ONE**

**DECLARATION OF  
COVENANTS, CONDITIONS  
AND  
RESTRICTIONS OF OWNERSHIP**

**MADE THIS 13<sup>TH</sup> DAY OF OCTOBER, 1999.**

14

**CLAIBORNE ESTATES SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF OWNERSHIP**

This Declaration, made this \_\_\_\_ day of October 1999, by Claiborne Estates, LLC, a Kentucky Limited Liability Company, (hereinafter sometimes called the "Declarant").

**WITNESSETH**

WHEREAS, the Declarant is the owner of the real property described in Article II and desires to create a community consisting of single family detached homes and to create community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the Claiborne Estates Homeowner's Association, Inc., a non-profit Kentucky corporation, for the purpose of carrying out the powers and duties aforesaid; and

NOW, THEREFORE, the Declarant hereby declares that all of the properties described in Article II shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

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

- (A) "Association" shall mean and refer to the Claiborne Estates Homeowner's Association, Inc., and its successors and assigns.
- (B) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (C) "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (D) "Lot" shall mean and refer to any plat of land shown upon and recorded subdivision plat or map of the property or recorded subdivision thereof within the Properties, with the exception of the common areas or community facilities.
- (E) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and shall be designated as "H.O.A." on the subdivision plat and shall also refer to any real or personal property or interest therein designated for upkeep, maintenance, repair, and payment of utilities by the Association or Developer.
- (F) "Living Unit" shall mean and refer to a building situated upon an individual lot designated and intended for use and occupancy as a residence by a single family.
- (G) "Member" shall mean and refer to all those owners who are Members of the Association, as provided in Article IV hereof.
- (H) "Developer" shall mean and refer to the Declarant and its successors and assigns only if such successors or assigns should acquire more than one (1) lot from the Declarant for purpose of constructing improvements thereon for resale to an Owner. Whether or not a Developer is an Owner for the purpose of voting shall be determined solely by the Declarant, however, in no event will a lot be considered undeveloped after occupancy by a resident.
- (I) "Declarant" shall mean and refer to Claiborne Estates LLC, a Kentucky Limited Liability Company.

## ARTICLE II

### Section 1 - Property Subject to Declaration

The Real Property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the County of Grant, Commonwealth of Kentucky, and is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

### Section 2 - Additions

Additional property may be annexed to the above described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one percent (51%) of each class of members of the Association. Any additional property so annexed, however, must be adjacent to or adjacent to any additions thereto. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real Property described in Exhibit "A" as hereinafter provided.

Any annexation made pursuant to this Article, or otherwise shall be made by recording a supplement to this Declaration of Covenants and Restrictions in the real estate records of the Clerk of the County of Grant, Kentucky which supplementary declaration shall extend such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character and use, if any, of such annexed property.

## ARTICLE III

### Section 1 - Member's Right of Enjoyment

Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities when they exist and such easement 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, to borrow money for the purpose of improving the Common Areas, and Community Facilities and in aid thereof to mortgage said property except by resolution approved by sixty-six and two-thirds percent (66 2/3%) of the total number of votes held by Class A Members and sixty-six and two-thirds percent (66 2/3%) of the total number of votes held by Class B Members.

(B) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the Members of the Association and their guest.

(C) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas property against mortgage default and/or foreclosure.

(D) The right of the Association to limit the number of guest of Members.

(E) The right of the Association to suspend the voting rights and the rights to use the Common Areas, and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(F) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, provided, however, that no such dedication or transfer shall be effective except upon resolution approved by sixty-six and two-thirds percents (66 2/3%) of the total number of votes held by Class B Members or, upon lapse of the Class B Membership in accordance with Article IV, Section 1(B), by sixty-six and two-thirds percent (66 2/3%) of the total number of votes held by Class A Members.

#### Section 2 - Delegation of Use

Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and to the use of the Common Areas and Community Facilities to the members of his family, guests and his tenants or contract purchasers who reside on the property; provided, in the instance of a delegation to tenants or contract purchasers who reside on the Property, the Owner's right of enjoyment to any use of the Common Areas and Community Facilities and that of his family and guests shall be suspended unless the Owner shall likewise reside on the property.

### ARTICLE IV

#### Section 1 - Voting Members

The Association shall have two (2) classes of voting Members.

(A) Until such time as Class B memberships are terminated as provided herein every person, group of persons, or entity who is a record Owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A Member of the Association.

Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for the membership. If more than one (1) person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they among themselves determine, but if they are unable to agree then according to the determination of the person first named on the Deed. In no event shall more than one (1) vote be cast with respect to any Lot for Class A members.

(B) Class B Members shall be the Declarant, which shall be entitled to ten (10) votes for each Lot owned by Declarant, and any developer, who will also be entitled to ten (10) votes for each lot owned and otherwise required for Class A membership; provided, however, that each Class B membership shall lapse and become a nullity upon transfer by Deed of seventy-five percent (75%) of the lots to owners who are not a Developer.

At such times as Class B membership shall lapse and become a nullity, any Developer which, for any Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

#### Section 2 - Board of Directors

The initial Board of Directors of the Association shall consist of the Members named in the Articles of Incorporation. The initial Board of Directors shall serve until the first annual meeting of the Board of Directors.

Prior to the lapse of the Class B membership, in accordance with Article IV, Section 1(B), the Board of Directors shall be elected solely by the vote of the Class B Members. None of the Members of the Board of Directors need be members of the Homeowner's Association.

Following the lapse of the Class B Membership, the Board of Directors shall be elected by the Class A Members and all of the members of the Board of Directors must be Class A Members. The Members of the Board of Directors shall be elected in accordance with the terms of the By-Laws of the Homeowner's Association.

### ARTICLE V

#### Section 1 - Covenant for Assessments

Subject to the provisions of Section 6 of this Article and as hereinafter limited by the provisions of this Declaration each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs

of collection thereof (including court costs and reasonable attorneys' fees) as hereinafter provided shall be charged on the land and shall be a continuing lien upon the Property and Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Property and Lot at the time when the assessment fell due.

Failure to deliver or levy an assessment due to a lack of an address for the owner of any particular lot within the subdivision shall not discharge the obligation of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the association of such owner's current address.

#### Section 2 - Annual Assessments, Purpose

The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an annual general assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions and for the cost of labor, equipment and materials, management and supervision. The Association shall maintain liability insurance with respect to the Common Areas and Community Facilities for the benefit of Association Members in such sums as the Association shall determine but not less than one million dollars (\$1,000,000.00) for personal and bodily injury and property damage.

#### Section 3 - Annual Assessments, Initial Amount

The initial annual general assessment for each Class A membership, for general purposes provided in Section 2 of this Article V, shall be one hundred dollars (\$100.00) payable on a quarterly basis in the sum of twenty-five dollars (\$25.00) per quarter. The Board of Directors may increase the annual general assessment, from time to time, based upon the required budgetary needs of the Association. The assessment shall be fixed at a uniform rate based upon Living Units.

#### Section 4 - Special Assessments

In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement

20

located upon the Common Areas which cost has not otherwise been provided for in full as part of the annual general assessment or annual maintenance assessment, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the approval of a majority of the total number of votes held by Class B Members of the Association or, upon lapse of the Class B Membership in accordance with Article IV, Section 1(B), by a majority of the total number of votes held by Class A members. Any Special Assessment levied pursuant to the provision of this Section shall be fixed by the Association pursuant to the provision of this section and shall be fixed at a uniform rate based upon the number of Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessments and any income derived therefrom shall be held as a separate fund and shall not be commingled with other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

#### Section 5 - Commencement of Assessments

The Annual Assessments shall commence sixty (60) days following the transfer of the first Living Unit. The Board of Directors may, from time to time, determine the manner and schedule of payments.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Directors 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 the 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 Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; and Special Assessments shall become a lien at the time designated by the Board of Directors. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

#### Section 6 - Assessment of Declarant and Developer

Notwithstanding any other provisions of this Declaration to the contrary, for each completed and finished Living Unit owned by the Declarant or Developer, the Declarant or Developer shall pay twenty-five percent (25%) of all assessments otherwise chargeable to such Living Unit. Developer shall not be obligated for any other assessment or charge made by the Homeowner's Association.

### Section 7 - Assessment Certificate

The Association shall, upon demand, at any reasonable time, furnish the Owner liable for assessment a certificate in writing signed by an officer, or other authorized agent, of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed ten dollars (\$10.00) may be levied in advance by the Accounts for each certificate so delivered.

### Section 8 - Nonpayment of Assessment

Any Assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Property which shall bind such Lot in the hands of the then Owner, his heir, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for nonuse of the Common Areas or Community Facilities, or abandonment of his Lot or Living Unit.

In addition to the twelve percent (12%) per annum interest provided above, the Board of Directors, in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within thirty (30) days after due date, provided that such late charge shall not exceed a sum equal to ten percent (10%) of the amount of the assessment which is delinquent by thirty (30) days.

### Section 9 - Subordination of Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage, or any mortgage other than a first mortgage where the Association has waived its superior lien right in writing. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, any tax lien foreclosure, land contract foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer.

22

## ARTICLE VI

### Section 1 - Finance and Maintenance Committee

The Board of Directors shall appoint a Finance and Maintenance Committee composed of membership as set forth in the By-Laws of the Association. This committee shall prepare the annual budget of the Association for submission to the Board of Directors, shall determine the need, repairs and monetary requirements subject to the Annual Assessment for the following year and make recommendations to the Board of Directors as to the type of work to be performed by the Association for the following year consistent with the purpose of the Annual Assessment, and further shall make recommendations to the Board of Directors to the amount of the Annual Assessment to be levied by the Board of Directors. The finance committee shall further have such additional duties as may be assigned to it from time to time by the Board of Directors.

## ARTICLE VII

### Section 1 - Restrictions and Development Controls

Owners and Developers are hereby bound to the terms and conditions of the Claiborne Estates Subdivision Restrictions appended hereto as Exhibit B, and as may be amended from time to time.

### Section 2 - Right of Association to Remove or Correct Violations of this Article

The Association may in the interest of the general welfare of all of the Owners, and after reasonable notice to the Owner enter upon any Lot or the exterior or any improvements thereon.

Any Owner may enforce these covenants and restrictions. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restriction cannot be adequately remedied by action at law or by recovery of damages. All charges incurred by the Association in enforcing these covenants and restrictions (including court costs and reasonable attorney's fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and such charge shall constitute a lien against the Lot or Property of such person or person, subject to subordination to first mortgages as provided in Article V, Section 2.

### Section 3 - Notices

Any notice to be sent to any Member or Owner under the provisions of this Declaration 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.

The official address of the Association is 1300 North Main Street, Williamstown, Kentucky 41097 and may be changed from time to time by the Association, in which case the Association shall notify each member thereof of the change in address.

### Section 4 - No Dedication to Public Use

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority or utility.

### Section 5 - Association and Director Responsibility

In carrying out the provisions of this Declaration, and in the performance of all of the rights, duties and obligations, covenants and conditions, hereunder, specifically including but not limited to the protection, maintenance and upkeep of Common Areas and Community Facilities, the Association, its officers, directors, servants and employees shall be required to exercise reasonable care only and shall in no way be deemed absolutely liable, or be deemed insurers.

The Board may, in its discretion, use Association funds, or may assess members, sufficient sums, as will purchase for the Board, or each of its officers, directors, servants or employees, liability insurance and/or bonding, protecting them from liability against claims that may be made against them.

### Section 6 - Severability

Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force.

### Section 7 - Dispute Resolution

The Association may, in its discretion, elect to resolve any dispute between itself and any Member, or disputes between Members that arises from the enforcement or interpretation of this document, or any amendments or addendum that may be made from time to time, through binding arbitration. In the event any lawsuit has been filed that includes the Association as a party, the Association shall be entitled, upon request to the Court, to have said action dismissed in favor arbitration proceedings. Any decision rendered by an arbitrator shall be a final and binding resolution of the controversy or

24

claim, which thereafter may be entered as a judgment in any court having jurisdiction thereof. All arbitration shall be conducted in accordance with the rules then in force by the American Arbitration Association.

Nothing herein shall be construed to prohibit the enforcement by the Association of any provisions hereof, including the enforcement of any liens it may acquire, through a court of competent jurisdiction, if it should so elect.

#### Section 8 - Termination

This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of ninety percent (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Grant County Clerk, in Williamstown, Kentucky.

IN WITNESS WHEREOF, Claiborne Estates, LLC has hereunto set its hand by and through William C. Wilson, its manager and owner on this the 13<sup>th</sup> day of October, 1999.

55-340  
CLAIBORNE ESTATES, L.L.C.

by: WILLIAM C. WILSON, Member

STATE OF KENTUCKY

) Notary's Certificate of Acknowledgment  
COUNTY OF GRANT )

The foregoing instrument was acknowledged before me CLAIBORNE ESTATES, LLC, a Kentucky Limited Liability Company, by WILLIAM C. WILSON this 13 day of October, 1999.

  
Notary Public - State at Large Kentucky  
My Commission Expires: 07/18/01

25

THIS INSTRUMENT PREPARED BY:

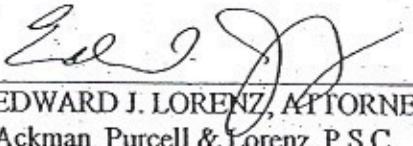
  
EDWARD J. LORENZ, ATTORNEY  
Ackman, Purcell & Lorenz, P.S.C.  
200 South Main Street  
Williamstown, KY 41097  
(606)-824-3361

EXHIBIT A

Being all of Claiborne Estates Subdivision, Section One (1), as same is recorded in Cabinet 1, Slide 339 of the Grant County Clerk's records at Williamstown, Kentucky.

## EXHIBIT B

### Section I - Prohibited Uses and Nuisances - All Living Units and Lots

(A) All Lots are to be used for single family residential purposes only, and only one such residence shall be permitted on each lot.

(B) No lot shall be subdivided further for the purpose of building additional residences.

(C) All dwellings constructed upon all Lots shall contain not less than 1,200 square feet of floor space on the ground floor on a one-story residence constructed with a basement; not less than 1,400 square feet of livable floor space on the ground floor of a one-story residence constructed without a basement. For dwellings containing two (2) levels or more, there shall be not less than 800 square feet of livable floor space on the first floor and a total of not less than 1,600 square feet of floor space. Finished area in basement is not "Livable Floor Space" for purposes of any of these restrictions. No home shall have less than a minimum width of twenty-six (26) feet. Any home not constructed on a basement shall have a permanent masonry perimeter foundation. No home shall have less than a 5:12 roof pitch and shall not have less than 5 in. eave overhang on the sides and 8 in. eave overhang on the ends. No dwelling shall be constructed without the prior written approval of Claiborne Estates LLC as to design and location thereof. Notwithstanding the foregoing, all dwellings shall have complete gutters surrounding the roof and full down spouts, and shall contain approved permanent porches, or garages, or roof dormers. All furnace and fireplace stacks and other extensions above the roof (except for plumbing and attic vents) visible from the street shall be enclosed with a material similar in design and color to the exterior material used on the basic dwelling, or a material which is approved by Claiborne Estates, L.L.C.

(D) Each residence shall have exterior walls covered with the following: brick, brickveneer, stone stucco, or vinyl siding with vinyl or aluminum trim permitted. Any other exterior finish materials shall first meet the approval of the developer. Each Lot shall be equipped with at least one lamp post approved in writing by Claiborne Estates LLC as to the design and location.

(E) Each residence shall have an accessible off-street driveway. Driveways shall be surfaced with concrete. Appropriate four (4) feet sidewalks shall be installed to connect the driveway with the front house door. Each home shall be set-back 45 ft. from the backside or the curb unless otherwise approved by Claiborne Estates LLC.

(F) Each owner shall be responsible for building a concrete sidewalk the width of their property at time of construction of the residence. The sidewalk shall be constructed of concrete and to The Claiborne Subdivision specifications listed by the developer.

(G) No dwelling unit shall be occupied prior to completion thereof and before an occupancy permit is issued by the local building inspector.

(H) No accessory building or outbuilding shall be situated nearer to the front of any Lot than the rear of the residence and no nearer than twenty (20) feet to side or rear Lot lines. Any accessory building or outbuilding must be constructed of wood, brick, or stone and must be a design consistent with the main dwelling. Pool houses and gazebos are permitted.

(I) All Lots shall be kept clean of debris, trash and junk. All Lots upon which a house exists shall be mowed and trimmed on a regular basis.

(J) No outside storage of any nature shall be permitted on any Lot.

(K) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which would be or may become an annoyance or a nuisance to the neighborhood.

(L) No animals of any kind shall be kept or maintained on the subject real estate except that domestic dogs, cats, or other household pets may be kept provided they are not kept or maintained for any commercial purpose. The permitted animals must be kept indoors at all times except when on a leash and attended. No exterior housing for animals is permitted nor shall they be tied outside.

(M) No fences are permitted nearer to the frontage of a Lot than the rear walls of a dwelling (that being walls to the rear of the dwelling from the Lot frontage). All fences must be of wood construction. Specifically, no barb-wire or chain link type fences are permitted.

(N) No temporary dwellings or shelters are permitted.

(O) No on-street parking shall be permitted. Boats, motor homes or camper-trailers are permitted to be parked only behind the residence and are not to be visible from the street. Specifically, no transfer tractors, excavating equipment or other heavy duty equipment is to be parked within the development.

(P) No above-ground swimming pools above eighteen (18) inches in height are allowed. In-ground pools are permitted. Location of pools must be behind the residence and a minimum of twenty (20) feet from side property lines.

(Q) All wiring (electric, telephone, CATV, etc.) shall be underground to all residences, outbuildings or pools.

(R) Television and radio antennas (including Class B, short-wave, HAM, etc.) are permitted only when installed in such a manner as not to be visible from the traveled roadway and should be at least thirty (30) feet from the side property lines.

(S) No above-ground fuel tanks will be allowed unless they are located behind the residence and are concealed from view. Any clothes lines must not be visible from the street.

They are to be directly behind the home, and not less than thirty (30) feet from the side property lines.

(T) Exterior spot lighting is permitted on Lots or building sites only when installed in such a manner that the light source does not disturb neighboring property.

(U) A maximum of two (2) signs will be permitted on each building site during the construction plat and prior to original occupancy. These signs will serve to identify the builder, architect, and/or marketing agent. "For Sale" signs advertising the residence for sale are permitted only within the property boundaries of the home being sold. There shall be no signs for advertising of any sort other than homes for sale and construction signs mentioned above.

(V) Owners shall select mailboxes which conform to the specifications established by Claiborne Estates LLC for cast iron decorative boxes and posts.

(W) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on plat. No structure, planting or other materials shall be placed or permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(X) All lot owners shall keep their Lot mowed, clean and clear of debris. Garbage cans must be stored indoors or stored so that they are not visible from any street or other lot.

(Y) Inoperable or unlicensed vehicles of any kind shall not be permitted on any Lot or in the streets. No vehicle repairs shall be permitted on any lot, beyond normal maintenance, that where the vehicle or the repairs may be visible from any public way. No repairs or maintenance of any kind shall be permitted on any street or public way.

(Z) Landscaping. A minimum of two (2) two-inch (2") caliper hardwood trees and twelve (12) evergreen foundation plants shall be required on each Lot.

(AA) Laundry on parcels. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any Parcel.

(BB) Lounging or Storage in Claiborne Estates. Playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of Claiborne Estates shall be subject to reasonable rules and regulations of the Association.

(CC) Obligation to Keep Premises in Good Repair. Except where such responsibility is assumed by the Association, each Owner during his period of ownership, and during his tenancy, each Tenant leasing a Parcel shall keep each Parcel owned or leased by him and all structures

thereon in such maintenance, repair and appearance as shall comply with the provisions of this Declaration and applicable laws and ordinances.

(DD) Rental of Dwelling Units. No Owner of a Parcel or Dwelling unit other than the developer shall lease to another any Parcel or chargeable Parcel or part thereof unless such lease shall be in writing, shall be for a period of at least ninety (90) days, and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of the Constituent Documents, and that any failure by the lessee to comply with the terms of any of the Constituent Documents shall be a default under such lease.

(EE) Submission and Approval of Plans and Specification. No Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Parcel, or be remodeled or altered in any way which materially changes the exterior appearance thereof, unless detailed Plans and Specification therefor shall have been submitted to and approved by the Homeowners Association. Such Plans and Specifications shall be in such form and shall contain such information as the Home Owners Association may reasonably require. All construction must meet normal building quality and workmanship standards.

(FF) The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above described property, any heir, executor, administrator or assign or any such person, or the Declarant or the Declarant's successors in interest or assigns.

(GG) Means of enforcement of these restrictions shall include, but not be limited to, injunctive procedures in a Court of law. Failure to enforce any covenant shall not be construed as a waiver thereof.

(HH) Invalidation of any one or more of these covenants shall have no effect on other covenants and provisions contained herein.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by the Developer for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Developer's original intent; making any changes necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Parcel; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or Claiborne Estates Subdivision. Each Owner and his mortgagees, by acceptance of a deed to a Parcel or a mortgage encumbering such Parcel, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Developer as provided in the mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate the provisions of this paragraph.

State of Kentucky, County of Grant  
JUDY A. FORTNER, Clerk of the Grant County  
Court, do certify that the foregoing ~~is a true copy~~,  
on the 14 day of October 1999,  
at 3:30 P.M. lodged in my office for record,  
and that it has been duly recorded in my said  
office, together with this and the certificate  
thereon endorsed. Recorded in Book 255  
Page 13 Given under my hand this 14 day  
of October 1999

JUDY A. FORTNER, CLERK  
By Melissa A. Powell D.C.  
Paid 39.00

Return To:  
Ackman Purcell & Lorenz