

**SECOND SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OWNERSHIP**

This declaration made this 23rd day of January, 2001 by Claiborne Estates, L.L.C., a Kentucky Limited Liability Company (hereinafter sometimes called "the declarant").

In accordance with the Original Declaration executed October 13, 1999, and filed in the Grant County Clerk's office on October 14, 1999, the declarant does hereby amend and supplement the said original Declaration of Covenants, Conditions and Restrictions of Ownership.

Said amendments shall be applicable to all current owners of lots within Claiborne Estates Subdivision and all future owners of lots, consistent with the provisions of said Declaration and as revised herein.

Except as specifically set forth herein, the Declarant readopts and reaffirms, as if fully set forth herein, each and every Covenant, Condition and Restriction in the original Declaration filed October 14, 1999 and recorded in Deed Book 255, page 13 of the Grant County Clerk's records.

The following amendments are hereby made:

ARTICLE 2, Section 2 shall read:

Additional property may be annexed to the above-described property by the Declarant without the assent of the Members of the Association. These additions may be from real estate now owned or hereafter acquired by the Declarant.

Any annexation made pursuant to this Article, or otherwise herein stated shall be made by recording a Supplemental Declaration of Covenants, Conditions and Restrictions in the real estate records of the Grant County, Kentucky, Clerk's office. Upon such recording, the Declaration shall run with the Property already subject thereto and with such additional real estate as if such Covenants had always applied to all said land from the date of inception (including Declarant's voting rights as set forth in Article IV) of the Declaration; and whenever thereafter in construing these Declarations, reference is made to "the Property", said term shall mean and include not only the Property described in the original declarations and supplements already made thereto, but also such additional real estate made subject to the Declarations.

ARTICLE IV, Section 1 (B) shall read:

Class B Members shall be the Declarant, which shall be entitled to ten (10) votes for each Lot owned by the 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 as shown on the Preliminary Plat of the development as approved or recommended by the Grant County Planning and Zoning Commission on November 28, 1994, and any approved amendments and modifications thereto, up until all final plat approvals are obtained from the appropriate Planning and Zoning authority(ies)

ARTICLE V, Section 6 shall read:

Notwithstanding any other provisions of this Declaration to the contrary, for each complete and finished Living Unit owned by the Declarant or a Developer, the Declarant or Developer shall be required to pay only 25 % of the assessment that each Class A member is required to pay. The Declarant or developer shall not be obligated for any other assessment or charge made by the Homeowner's Association.

ARTICLE VII, Section 9 (repositions the language from Exhibit B, paragraph HH to the main body of Declarations)

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period, or extension thereof, without the vote of the Owners by a written instrument executed by the Developer for the purposes of eliminating or correcting any type of 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 requirements of any institutional lender, the Veteran's Association, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other agency that may insure or purchase loans on a Parcel; provided however, that no such amendments 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 the provisions of this paragraph and the amendments of this Declaration by Declarant; and upon request of the Developer, each Owner shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Declarant to be necessary and proper to effectuate the provisions of this paragraph.

CLAIBORNE ESTATES, L.L.C.

By: 

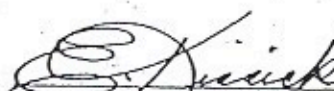
William C. Wilson, Member

STATE OF KENTUCKY)

COUNTY OF GRANT)

) Notary's Certificate of Acknowledgment

Subscribed and sworn to before me by William C. Wilson, on this the 23rd day of JAN, 2001.




NOTARY PUBLIC - State at Large, Kentucky

My Commission Expires: 2-6-2001

THIS INSTRUMENT PREPARED IN THE OFFICES
OF :

mail ACKMAN, PURCELL & LORENZ, P.S.C.


EDWARD J. LORENZ
KBA# 42165
200 South Main Street
Williamstown, KY 41097

State of Kentucky, County of Grant
JUDY A. FORTNER, Clerk of the Grant County
Court, do certify that the foregoing — was,
on the 23 day of Jan, 2001
at 2:15 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 Deed Book D266
Page 433 Given under my hand this 23 day
of Jan, 2001.

JUDY A. FORTNER, CLERK

By Nancy P. Carter D.C.

\$ 9.00 paid