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20564-00

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

This declaration made this 8 day of July, 2003 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:

Introduction, Pg. 2, Paragraph 4 shall read:

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

Article I, Section E shall read:

(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 or as defined in Exhibit A 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.

Exhibit B shall read:

EXHIBIT B

Prohibited Uses and Nuisances - All Living Units and Lots

Section I- General and Specific Restrictions

- (A) Purpose. All Lots are to be used for single-family residential purposes only, and only one such residence shall be permitted on each lot. No lot shall be subdivided further for the purpose of building additional residences. No industrial or commercial occupation, trade or business of any kind including the practice of any profession where clients will be visiting the Lot or Dwelling shall be conducted on any lot.

- (B) Occupancy. No dwelling unit shall be occupied prior to completion thereof and before an occupancy permit is issued by the local building inspector.
- (C) Additions. No accessory building or outbuilding shall be constructed or installed on any lot. No aboveground 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. Pool houses and gazebos are permitted with the approval of the Developer or Association. No temporary dwellings or shelters are permitted. No outside storage of any nature shall be permitted on any Lot. 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. No aboveground fuel tanks will be permitted. Any clotheslines must not be visible from the street and they are to be directly behind the home, and not less than thirty (30) feet from the side property lines. 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.
- (D) Nuisances and Storage in Claiborne Estates. 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. 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.
- (E) Animals. 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.
- (F) Fences. Split-rail or similar type fences not exceeding four (4) feet in height may be erected on any lot, provided however, no fence or wall of any nature shall be extended toward the front of the street side property line beyond the rear wall of the residences.
- (G) Parking and Vehicle Maintenance. No on-street parking shall be permitted. Boats, motor homes or camper-trailers are permitted to be parked only behind the residence on a paved surface (concrete or asphalt) 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. 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.
- (H) Signage. A maximum of two (2) signs will be permitted on each building site during the construction period 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.

- (I) Mailboxes. Owners shall select mailboxes, which conform to the specifications established by Claiborne Estates LLC for cast iron decorative boxes and posts.
- (J) Easements. 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.
- (K) 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 twelve (12) months, unless prior approval of the Association or Developer, 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.

Section II- Lot and Building Requirements

- (A) Square Footage. All dwellings constructed upon all Lots shall contain not less than 1,400 square feet of floor space on the ground floor on a one-story residence. For dwellings containing two (2) stories, there shall be not less than 1,500 square feet of floor space. Finished area in basement is not "Livable Floor Space" for purposes of any of these restrictions.
- (B) Plan Approval. No Structure or Dwelling 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 therefore shall have been submitted to and approved by the Developer or Association. Such Plans and Specifications shall be in such form and shall contain such information as the Association may reasonably require. All construction must meet normal building quality and workmanship standards.
- (C) Water Drainage. All dwellings shall have complete gutters surrounding the roof and full down spouts. 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) Exterior Building. The exterior building material front side of all structures shall be at least seventy-five (75) percent brick or other masonry product. However, the Association recognizes that the appearance of other exterior building materials may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. The exterior building material, where practical and feasible, shall extend no less than within (1) one foot of finish grade. 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) Driveway and Garage. Each residence shall have an accessible off-street driveway and attached 2-car garage. Driveways and sidewalks shall be constructed of concrete and to the specifications of the Association. Appropriate four (4) feet sidewalks shall be installed to connect the driveway with the front house door. Sidewalks shall also be constructed extending the width of the property at time of construction of the residence.
- (F) Landscaping. A minimum of two (2) two-inch (2") caliper hardwood trees and twelve (12) evergreen foundation plants shall be required on each Lot. Also, each lot shall have sod or seed on all disturbed areas.
- (G) Wiring. All wiring (electric, telephone, CATV, etc.) shall be underground to all residences, outbuildings or pools.

Section III- Modifications and Maintenance

- (A) Lot Maintenance. 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. All Lots upon which a house exists shall be mowed and trimmed on a regular basis.
- (B) 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.

Section IV- Enforcement

- (A) Parties that can Enforce. 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.
- (B) Means to Enforce. 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.

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.

CLAIBORNE ESTATES, L.L.C.

By: 

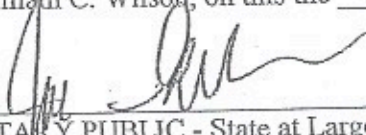
William C. Wilson, Member

STATE OF KENTUCKY)

) Notary's Certificate of Acknowledgment

COUNTY OF GRANT)


Subscribed and sworn to before me by William C. Wilson, on this the 8 day of July, 2003.


NOTARY PUBLIC - State at Large, Kentucky

My Commission Expires: 3-12-06

THIS INSTRUMENT PREPARED IN THE OFFICES OF :

ACKMAN & LORENZ, LLC


JACK S. GATLIN

KBA# 88899

200 South Main Street

Williamstown, KY 41097

mail to →

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State of Kentucky, County of Grant
JUDY A. FORTNER, Clerk of the Grant County
Court, do certify that the foregoing _____ was,
on the 9th day of July 2003
at 3:20 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 West Book
Page 171 Given under my hand this 9th day
of July 2003

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JUDY A. FORTNER, CLERK
By Debra Conard D.C.

Paid \$16.00