

**Declaration of Covenants, Conditions, and Restrictions
For Phase III of Country Lake Farm Subdivision**

Executed on 21 May 1993

Recorded in Cobb County Superior Court on 30 Jun 1993

Book 7446 Page 198

Amended on 28 Jul 1993 and Recorded in Cobb County Superior Court

Book 7500 Page 401

Amended on 28 Feb 1994 and Recorded in Cobb County Superior Court

Book 8077 Page 81

County Lake Farm Swim & Tennis Association
2851 Overlake Run
Powder Springs, GA 30127
www.countrylakefarm.org

23.00
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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CORNERSTONE INVESTMENT COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Land Lots 570, 615 and 644, 19th District, 2nd Section, County of Cobb, State of Georgia, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described hereinafter 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

Section 1. "Association" shall mean and refer to Country Lake Farm Swim & Tennis Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one 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.

Section 3. "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.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Cornerstone Investment Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

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GEORGIA, OFFICE OF COBB SUPERIOR COURT CLERK
FILED AND RECORDED 6-21-73 10:40CLOCK AM
JAY C. STEPHENSON, CLERK

For First Amend. See Bk. 7500 P. 401

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) March 15, 1998.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot, with a residence constructed thereon, to an Owner, the maximum Annual Assessment shall be Two Hundred Fifty Dollars (\$250.00) per Lot and the maximum Annual Assessment for a Lot with no residence constructed thereon shall be \$50.00.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership, except for those Lots on which residences have been constructed.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or

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by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be

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commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three to five representatives elected by the owners. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon Lot and Common Area for the benefit of each other Lot and Common Area, and may be enforced by any Owner of Lot or of the Common Area.

(a) No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or common area, and not on any Lot unless placed in a suitable container suitably located.

(b) No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

(c) No clotheslines, drying yards, service yards, woodpiles or storage areas shall be so located as to be visible from a street, road or Common Area.

(d) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

(e) No animals or poultry shall be kept on any residential lands within the properties except ordinary household pets belonging to the household. All animals shall be controlled so as not to annoy other owners. Only signs advertising the sale or rental of a Lot shall be allowed on any Lot.

(f) No used or previously erected or temporary house, structure, house trailer or nonpermanent outbuilding shall ever be placed, erected or allowed to remain on any Lot within the Properties except during construction.

(g) Boats, trailers, trucks, pickups or commercial vehicles shall be parked and maintained only in an area within the Properties as designated by the architectural control committee; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the common areas.

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ARTICLE VII

EXTERIOR MAINTENANCE

The Association shall be responsible for the maintenance and repair of the Common Area, any improvements and landscaping located thereon.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all improvements thereon shall be the responsibility of the Owner of such Lot.

ARTICLE VIII

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Annual Assessments made by the Association.

Section 2. Annual Review of Policies All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 3. Fidelity Bonds. The Association's Board of Directors shall obtain and maintain blanket fidelity bonds for all officers, directors, and employees of the Association. Where the Association has delegated some or all of the responsibility for the handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage shall be determined from time to time by the Board of Directors not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three months' aggregate assessments on all Lots plus reserve funds. Fidelity bonds required hereby shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all such bonds (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the

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Association as a common expense. Such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. Agreements. Any agreement executed by or on behalf of the Association during the existence of the Class "B" membership shall be subject to cancellation and termination, upon not more than 90 days' notice to the other party, at any time during the 12 months next immediately following termination of the Class "B" membership by the affirmative vote of members entitled to cast at least two-thirds (2/3) of the votes of the Class "A" members, unless the members by a like majority shall have theretofore, following termination of the Class "B" membership, expressly ratified and approved the same.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. Notice to Mortgagees. Upon written request to the Association identifying the name and address of the Mortgagee and the Lot number or address, any mortgagee will be entitled to timely written notice of (a) any condemnation or casualty loss that affects either a material portion of the Properties or the Lot securing its mortgage, (b) any default by the owner of such Lot in the performance of his obligations under this Declaration of the Association's Articles of Incorporation, By-Laws or rules and regulations which is not cured within 60 days, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or (d) any proposed action that requires the consent of a specified percentage of mortgagees.

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Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of May, 1993.

CORNERSTONE INVESTMENT COMPANY,
Declarant

By: _____



Signed, sealed and delivered
this 12th day of May, 1993.

Witness

Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires July 10, 1993

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Country Lake Farm U. Three PB 145-65

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 570, 615, 616, AND 644, 19TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING UNIT THREE OF COUNTRY LAKE FARM, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER OF LAND LOTS 615, 616, 644 AND 643; THENCE SOUTH ALONG THE LAND LOT LINE DIVIDING LAND LOTS 644 AND 643, A DISTANCE OF 110.9 FEET TO AN IRON PIN; THENCE NORTH 78 DEGREES 25 MINUTES 54 SECONDS WEST 428.92 FEET TO AN IRON PIN; THENCE NORTH 47 DEGREES 23 MINUTES 14 SECONDS WEST 62.75 FEET TO AN IRON PIN; THENCE NORTH 88 DEGREES 20 MINUTES 55 SECONDS WEST 136.32 FEET TO AN IRON PIN; THENCE NORTH 43 DEGREES 04 MINUTES 32 SECONDS WEST 900.00 FEET TO AN IRON PIN; THENCE NORTH 29 DEGREES 02 MINUTES 00 SECONDS EAST 48.40 FEET TO AN IRON PIN; THENCE NORTH 46 DEGREES 55 MINUTES 28 SECONDS EAST 129.59 FEET TO AN IRON PIN; THENCE NORTH 02 DEGREES 36 MINUTES 45 SECONDS EAST 65.37 FEET TO AN IRON PIN; THENCE NORTH 41 DEGREES 12 MINUTES 35 SECONDS EAST 170.28 FEET TO AN IRON PIN; THENCE NORTH 08 DEGREES 48 MINUTES 00 SECONDS EAST 232.00 FEET TO AN IRON PIN; THENCE NORTH 88 DEGREES 09 MINUTES 14 SECONDS EAST 437.58 FEET TO AN IRON PIN; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 41.08 FEET TO AN IRON PIN; THENCE SOUTH 66 DEGREES 52 MINUTES 23 SECONDS EAST 162.36 FEET TO AN IRON PIN; THENCE SOUTH 52 DEGREES 03 MINUTES 32 SECONDS EAST 398.46 FEET TO AN IRON PIN LOCATED ON THE LAND LOT LINE DIVIDING LAND LOTS 615 AND 616; THENCE ALONG SAID LAND LOT LINE SOUTH 01 DEGREE 02 MINUTES 34 SECONDS EAST 126.78 FEET TO AN IRON PIN; THENCE EAST 355.85 FEET TO AN IRON PIN; THENCE SOUTH 310.00 FEET TO AN IRON PIN; THENCE SOUTH 62 DEGREES 16 MINUTES 00 SECONDS WEST 280.00 FEET TO AN IRON PIN; THENCE WEST 100.00 FEET TO AN IRON PIN LOCATED ON THE LAND LOT LINE DIVIDING SAID LAND LOT 615 AND 616; THENCE ALONG SAID LAND LOT LINE SOUTH 01 DEGREE 02 MINUTES 33 SECONDS EAST 341.73 FEET TO THE COMMON CORNER OF LAND LOTS 615, 616, 644 AND 643 AND THE POINT OF BEGINNING; BEING 29.21 ACRES, ALL AS MORE PARTICULARLY SHOWN ON FINAL PLAT OF SURVEY PREPARED BY GASKINS SURVEYING CO., DATED JANUARY 27, 1993.

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EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 615 AND 644 OF THE 19TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 144.5 FEET NORTHEASTERLY FROM THE INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT OF WAY OF OVERLAKE RUN (HAVING A 50 FOOT RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF BEAVER CREEK CROSSING (HAVING A 50 FOOT RIGHT OF WAY); THENCE ALONG THE RIGHT OF WAY OF OVERLAKE RUN IN A NORTHEASTERLY DIRECTION 133.9 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT OF WAY SOUTH 78 DEGREES 25 MINUTES 54 SECONDS EAST 428.92 FEET TO AN IRON PIN LOCATED ON THE LAND LOT LINE DIVIDING LAND LOTS 644 AND 643; THENCE ALONG SAID LAND LOT LINE IN A SOUTHERLY DIRECTION 100.5 FEET TO AN IRON PIN; THENCE LEAVING SAID LAND LOT LINE NORTH 87 DEGREES 46 MINUTES WEST 305.5 FEET TO A POINT; THENCE SOUTH 79 DEGREES 20 MINUTES WEST 78.0 FEET TO A POINT; THENCE NORTH 54 DEGREES 50 MINUTES WEST 117.3 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY BEING SHOWN AS THE RECREATION AREA ON PLAT OF SURVEY BY GASKINS SURVEYING CO. FOR COUNTRY LAKE FARM UNIT TWO RECORDED IN PLAT BOOK 140, PAGE 80, COBB COUNTY, GEORGIA RECORDS.

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PLEASE CROSS-REFERENCE TO
DEED BOOK 7446, PAGE
0193, COBB COUNTY,
GEORGIA RECORDS.

Jay C. Stephenson
COBB SUPERIOR COURT CLERK

FIRST AMENDMENT OF DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

. THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS is made this 28th day of July, 1993.

W I T N E S S E T H:

WHEREAS, the undersigned, being subject to the terms of that
certain Declaration of Covenants, Conditions and Restrictions (the
"Declaration"), recorded at Deed Book 7446, Page 0193, Cobb County,
Georgia records, desires to amend the Declaration.

NOW, THEREFORE, for valuable consideration, the receipt of
which is hereby acknowledged, the undersigned, being the Declarant
and the owner of not less that ninety per cent of the "Lots" (as
defined in the Declaration), hereby declares that the Declaration
be amended as follows:

The following should be added as Section 10 of Article IV of the
Declaration:

Section 10. In the event the Association is dissolved or
otherwise ceases to exist, all funds held pursuant to this
Declaration shall be transferred to a similar organization
having comparable obligations hereunder or used for public
purposes.

All other provisions of the Declarations shall remain in full
force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand
and seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

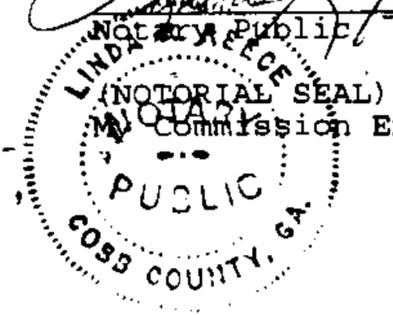
CORNERSTONE INVESTMENT COMPANY

Witness

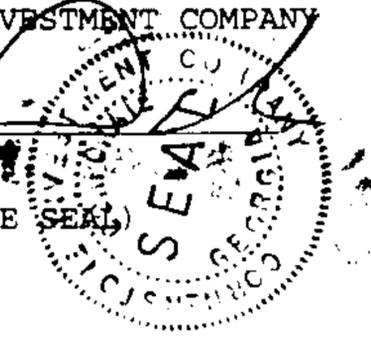
BY:
ITS:

[Handwritten signatures]

(CORPORATE SEAL)



Notary Public, Cobb County, Georgia
My Commission Expires Oct. 18, 1993



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TO: Country Lake Farm Homeowners - Phase III
FROM: The Board of Directors of the Association

FILED AND RECORDED
94 FEB 28 AM 11:54
J. C. Stephenson

Attached you will find copies of:

1. The original Phase III Covenants, dated May 12, 1993. These Covenants were written and filed by the developer and are the ones currently in effect for Phase III.
2. A suggested amendment to the Covenants. This amendment has been recommended for the purpose of establishing consistency and uniformity of all Covenants throughout our neighborhood. The amendment adds articles referring to the ACC (Architectural Control Committee) which are identical to the ACC articles in the Covenants currently in effect for Phases I & II of our neighborhood.

The following is a summary of the proposed change to the Covenants:

- * Article V of the original (May '93) Covenants is deleted.
- * Articles III, IV, and VI of the original (May '93) Covenants are re-numbered into the new amended Covenants, as Articles V, VI, and VII, respectively.
- * The attached new Articles III and IV are inserted into the new amended Covenants.

We ask that you read through the amendment and be prepared to sign the original form when a Board member visits you. We hope to obtain all the necessary approvals from homeowners within the next week or two.

Thank you for your attention to this request. We hope you enjoyed the summer and have settled comfortably into your new homes! If you have any questions about this amendment, please feel free to contact any of the Board members or ask them when they visit you!

ARTICLE III

ARCHITECTURAL CONTROL

3.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) nor more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of individuals. All costs of operating the ACC shall be borne by the Association. The ACC shall be elected by a vote of all owners (Members & non-Members) present at the annual meeting. The five individuals receiving the most votes shall be appointed to serve on the ACC for one year.

(b) If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining individuals on the ACC shall continue to act and such vacancy shall, subject to the provisions of 3.01(a), be filled by the Board, at the earliest possible time. Any individual on the ACC may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman.

3.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony as to external design and general quality with the existing standards of the neighborhood and with the standards of the Country Lake Farm Subdivision, and (ii) as to the location of the Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve plans and specifications for any installation, construction or alteration of any Structure on any Lot.

3.03 Officers, Subcommittees and Compensation. The individuals on the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of individuals on the ACC as they shall from time to time determine necessary. The individuals on the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs authorized by the Board and incurred in the performance of their duties as ACC representatives.

3.04 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings may be called by the Chairman at any time and shall be called by the Chairman upon the written request of a majority of the individuals on the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be either hand delivered or mailed to each individual on the ACC at his or her residence or at his or her usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any individual on the ACC who signs a waiver of notice either before or after the meeting. Attendance of an individual on the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the individual states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the individuals then in office shall constitute a quorum or the transaction of business. Except as otherwise provided herein, the act of a majority of the individuals on the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any individual on the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable place and times for inspection by any Owners. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action taken, shall be signed by all the individuals on the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

(i) The ACC shall adopt and promulgate the Design Standards described in Section 3.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include

specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more individuals on the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more individuals on the ACC with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in paragraph (ii). Written notice of the decision of such two (2) or more individuals shall be given to any applicant for an approval, permit or authorization within thirty (30) days after written request for action by the applicant. The applicant may, within ten (10) days after receipt of notice of any decision which he or she deems to be unsatisfactory, file a written request to have the matter in which appealed to the entire ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by the ACC, but in no event later than thirty (30) days after the filing of such appeal request. The decision of a majority of the individuals on the ACC with respect to such matter shall be final and binding. The approval of plans or specifications by the ACC shall in no way subject the ACC or the individuals on the ACC, to any liability or responsibility for defects or loss sustained by virtue of the content of approval thereof.

3.05 Design Standards.

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purpose of:

(i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior color and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of Country Lake Farm Subdivision.

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(b) The ACC shall make a published copy of its current Design Standards readily available to all Owners and to all applicants seeking the ACC's approval.

3.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways, and parking spaces including the number thereof and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations of existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

(e) specifications of materials, color schemes, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

3.07 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to the Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been

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adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

3.08 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specifications as may have been reasonably requested.

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards;

(c) any other matter which, in the judgment of the ACC would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of Country Lake Farm Subdivision as set forth in the Design Standards, or (ii) as to location, to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

3.09 Obligation to Act. The ACC shall take action on any plans and specifications properly submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications as submitted.

3.10 Inspection Rights. Any duly authorized agent of the Association or the ACC may, after reasonable notice, at any reasonable time enter on any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the site of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this section.

3.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval herein required. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 6.02 hereof.

3.12 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation.

3.13 Fees and Fines. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 3.10. Fines for violations of the Covenants and Restrictions or the Design Standards may be imposed by the ACC, in amounts as published in the Design Standards.

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

4.01 Application. The covenants and restrictions contained in this Article IV shall pertain and apply to all Lots and to all Structures erected thereon.

4.02 Restrictions of Use. Lots may be used for single-family residences only and for no other purpose, provided that Developer/Builder may operate a Sales Office and/or Model Home on a Lot or Lots designated by Developer/Builder.

4.03 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision.

4.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 4.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.

4.05 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure shall be included in the Development Guidelines of the ACC.

4.06 Trees. No live tree having a diameter of six (6) inches or more (measured at a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 4.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

4.07 Temporary Buildings. No temporary buildings, trailers, garages or buildings under construction shall be used,

temporarily or permanently, as a dwelling on any Lot, except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

4.08 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided, however, that if, at the time of any desired use of such sign, the Association is making "For Sale" or "For Rent" signs available at reasonable cost for the use of Owners, the signs made available by the Association must be used;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC. Except as provided in the Design Standards, no "Sold" sign shall at any time be installed or maintained on any Lot or on any portion of the Structure visible from the exterior thereof.

4.09 Setbacks. In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structures shall be erected or placed on any Lot unless its location is consistent with such setbacks.

4.10 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC.

4.11 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications of such road and

driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

4.12 Antennae. No exterior television, radio or satellite antennae of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

4.13 Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, woodpiles shall be kept screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

4.14 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him or her, as well as, all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 6.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

4.15 Recreational Vehicles and Trailers. No house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed (a) seven (7) consecutive days or (b) twenty-five (25) total days in any calendar year.

4.16 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the caging, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.

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4.17 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that pick-up is to be made, in order to provide access to persons making such pick-up. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

4.18 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community.

4.19 Above Ground Pools. No above ground pool shall be installed, allowed or maintained on any lot.

4.20 Basketball goals. No basketball goal shall be mounted on any home. All basketball goals must be approved by the ACC.

4.21 Firearms. The use of firearms within Country Lake Farm is prohibited. The use of BB guns, pellet guns, air guns, etc. is not permitted.

4.22 Playground Equipment. Playground equipment may only be placed in the backyard and must be properly maintained.

4.23 Parking. No long-term parking is permitted on the street and no parking is permitted in yards. No vehicles without current plates and/or tags and/or registration except in an enclosed garage. No dismantling, major overhaul, or repair of motor vehicles except in an enclosed garage.

AMENDMENTS TO COVENANTS

FOR PHASE III OF COUNTRY LAKE FARM SUBDIVISION

We, the below signed owners of lots in Phase III of the Country Lake Farm subdivision, hereby approve and consent to amendment of the Covenants in effect for Phase III of the referenced development (such Covenants dated MAY 12, 1993).

Amendments shall consist of:

- * deletion of Articles III, IV, and V of the MAY 1993 Covenants.
- * addition of the attached articles as Articles III, IV, and V of the Covenants.

Address	Signature	Name (Print)
<u>1644 Overlake Ct.</u>	<u>Robert P. Maple</u>	<u>Robert P. Maple</u>
<u>2839 Overlake Run</u>	<u>W.M. Sutton</u>	<u>Heather Sutton</u>
<u>2830 Overlake Run</u>	<u>Carol D. Otketa</u>	<u>Carol D. Otketa</u>
<u>2848 Overlake Run</u>	<u>Pamela Leary</u>	<u>Pam Leary</u>
<u>2646 Overlake Ct</u>	<u>Richard L. Cowart</u>	<u>Richard Cowart</u>
<u>2845 Overlake Run</u>	<u>Clay C. Brown</u>	<u>CLAY C. BROWN</u>
<u>2834 Overlake Run</u>	<u>John DePalma</u>	<u>John DePalma</u>
<u>3263 Barwell Trace</u>	<u>Bob C. White</u>	<u>Bob White - Buiper</u>
<u>2645 Overlake Court</u>		<u>" " "</u>
<u>2803 Overlake Run</u>		<u>" " "</u>
<u>2654 Barwell Lane</u>		<u>" " "</u>

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR PHASE III OF COUNTRY LAKE FARM SUBDIVISION

We, the below signed owners of lots in Phase III of the Country Lake Farm subdivision (Land Lots 570,615 and 644) hereby approve and consent to amendment of the Covenants in effect for Phase III of the referenced development (such Covenants dated May 12, 1993).

Amendment shall consist of:

- * deletion of Article V of the May 12, 1993 Covenants.
* Articles III, IV, and VI of the May 12, 1993 Covenants are re-numbered in the amended Covenants as Articles V, VI, and VII, respectively.
* addition of the attached articles as Articles III and IV of the amended Covenants.

Table with 3 columns: Address, Signature, Name (Print). Contains handwritten entries for various addresses on Barnwell Trce and Barnwell Ct, with corresponding signatures and printed names.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR PHASE III OF COUNTRY LAKE FARM SUBDIVISION

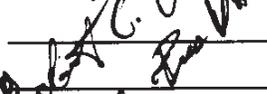
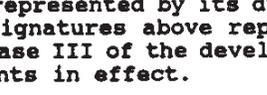
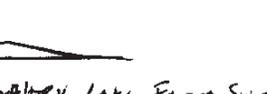
We, the below signed owners of lots in Phase III of the Country Lake Farm subdivision (Land Lots 570, 615 and 644) hereby approve and consent to amendment of the Covenants in effect for Phase III of the referenced development (such Covenants dated May 12, 1993).

Amendment shall consist of:

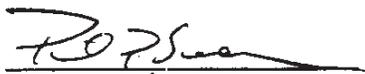
- * deletion of Article V of the May 12, 1993 Covenants.
- * Articles III, IV, and VI of the May 12, 1993 Covenants are re-numbered in the amended Covenants as Articles V, VI, and VII, respectively.
- * addition of the attached articles as Articles III and IV of the amended Covenants.

Address	Signature	Name (Print)
2824 OVERLAKE RUN	Mary B. Kemp	MARY B. KEMP
2820 OVERLAKE RUN	Emil Ellingsen	EMIL ELLINGSEN
2816 Overlake Run	K. Sharpe	K. Sharpe
2826 Over Lake Run	Joseph H Foster	Joseph H Foster
2806 Over Lake Run	Chris S. Lucius	Chris S. Lucius
2655 Barnwell Lane	Charlene Fawcush	Charlene Fawcush
2651 Barnwell Lane	Pamela Mays	PAMELA MAYS
2813 OVERLAKE RUN	Craig A. Hosch	CRAIG A. HOSCH
2809 OVERLAKE RUN	Steve P. Hernandez	STEVE P. HERNANDEZ
3262	Barnwell Trace	Bob White Builder
3266	Barnwell Trace	" " "
3270	Barnwell Trace	" " "
2657 BARNWELL LANE		" " "
3254 BARNWELL TRACE		" " "
3256 BARNWELL TRACE		Bob White - Builder

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<u>Address</u>	<u>Signature</u>	<u>Name (Print)</u>
3258 BARNWELL TRACE		BOB WHITE - Builder
3260 BARNWELL TRACE		" " "
2849 OVERLAKE RUN		" " "
2841 OVERLAKE RUN		" " "
2833 OVERLAKE RUN		" " "
2817 OVERLAKE RUN		" " "
2838 OVERLAKE RUN		" " "

By signing below, the Board of Directors of Country Lake Swim & Tennis Association, as represented by its duly elected officer(s), acknowledges that the signatures above represent at least 90% of the owners of lots in Phase III of the development, as required for amendment to the Covenants in effect.

Signed 
 Title PRESIDENT, COUNTRY LAKE FARM SWIM & TENNIS ASSOC.