

**VARIANCE TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND DECLARATIONS
FOR COUNTRY LAKE ESTATES SUBDIVISION**

Pursuant to paragraph 4.A. POWERS, subparagraph (iii) Power to Grant Variances, of the above Declaration, the undersigned Successor Architectural Trustee does herein and hereby grant what he deems to be a reasonable variance in paragraph 8. (Country Lake Drive North and Country Lake Drive South Maintenance) as follows:

Paragraph 8 shall be stricken in its entirety and the following shall be inserted in lieu thereof:

“Owners of lots 5, 6, 7, and 8 shall share equally, on a per lot basis, all expenses to maintain, repair, operate, reconstruct, and replace Country Lake Drive North roadway as provided the owners of lots 5, 6, 7, and 8 for purposes of an easement for ingress and egress to their properties. If the owners of such lots cannot reach an agreement concerning maintenance, repair, operations, reconstruction and replacement of the roadway, the decision as to such shall be determined by a majority of the then owners of the four (4) lots, with votes to be on a per lot basis.”

(By way of explanation for the above variance, lots 2, 3, and 4 are being purchased together and therefore, Country Lake Drive South will not be constructed so the owners of lots 5, 6, 7, and 8 will have no responsibility for the maintenance, repair, reconstruction, operation and replacement of a South Drive.)