

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PRESTON CLUB, GRAYSON COUNTY, TEXAS

033200854

Robert J. Tate, ("Declarant"), owner of Preston Club the Classics Phase Two, a platted subdivision in Grayson County, Texas as per plat filed of record in Volume 14, Page 72 of the Plat Records of Grayson County, Texas hereby impose restrictive covenants and conditions on said property for the benefit and protection of the owners of said property and the regulation of the use of the property.

These restrictive and protective covenants and conditions apply only to lots one (1) through nineteen(19) of Preston Club -Preston Club the Classics Subdivision Phase Two as per plat thereof recorded in Volume 14, Page 72 of the Plat Records of Grayson County, Texas. These restrictive and protective covenants and conditions may be imposed on other property by reference hereto as set forth herein, but "Declarant" expressly reserves the right to include or to exclude other land from these restrictive covenants and conditions.

Covenants, conditions and rights hereof are set out as follows:

1 Definitions.

In addition to the terms defined and elsewhere defined, the following terms shall have the meanings hereinafter specified:

1.1 Architectural Control Committee: The architectural and landscaping control committee having jurisdiction over the Preston Club property.

1.2 Articles and By-laws: The Articles of Incorporation and By-laws of the "Association", respectively.

1.3 Association: Shall refer to the PRESTON CLUB CLASSICS PHASE TWO HOMEOWNERS ASSOCIATION, which may be incorporated or an unincorporated association.

1.4 Board: The Board of Directors of the "Association".

1.5 Common Area: Any and all areas of land owned, leased or otherwise held by the "Association" for the common use and enjoyment of the "Owners" and Residents, including easements, private streets, perimeter landscaped lots and licenses, together with any and all improvements that are now or that may hereafter be constructed thereon. However, the "Common Areas" shall not include the separate privately owned Preston Club Golf Course and Country Club geographically situated throughout Preston Club Estates.

1.6 Declarant: Robert J. Tate.

1.7 Declaration: This Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

1.8 Developer: Any person or entity which purchases five (5) or more lots at one time for the purpose of development.

1.9 Lot: A tract of land including a portion of a platted lot in the Subdivision.

1.10 Member: A member of the "Association".

1.11 Owner: The record owner, or owners if more than one, of a Lot, including "Declarant" to the extent that "Declarant" owns any lots.

1.12 Property: Preston Club The Classics Subdivision Phase Two as described in plat recorded in Volume 14, Page 72, of the Plat Records of Grayson County, Texas.

2. Use Restrictions.

The use of the property of each "Lot" shall be restricted in accordance with the following provisions in addition to all other covenants, conditions, and restriction herein contained or elsewhere provided.

2.1 One Family Dwellings. No "Lot" shall be used for any purpose except for the erection and maintenance thereon of one (1) private dwelling house designed for the occupancy of a single family and reasonable and customary accessory structures not designed or used for living quarters except by domestic servants living on the premises. No "Lot" shall be used in conjunction with any purpose inconsistent with a private dwelling house use.

2.2 Lot size. No "Lot" shall be smaller than the smallest platted "Lot" in the "Property".

2.3 Frontage. All dwellings shall be constructed to front on the street on which the "Lot" fronts, unless the "Lot" in question fronts on two streets, in which case the dwelling constructed on such "Lot" shall front as the "Declarant" and the "Architectural Control Committee" may approve on either of two streets, or partially on both.

2.4 Setbacks and side lots. All dwellings and accessory structures shall be erected and maintained behind the building line as shown on the Plat or twenty feet (20) from the front of the "Lot" whichever is greatest. No dwelling or accessory building shall be constructed nearer than five feet (5) to a side "Lot" line.

2.5 No building shall be erected, altered, placed or permitted to remain on any "Lot" other than a detached single family dwelling, a garage for not more than four (4) cars, a servant's house for the use of bona fide servants, and out buildings of similar construction as the main residence.

2.6 The floor area of the main structure exclusive of one story open porches and garages shall be as follows:

Lot numbers with structural square feet applicable thereto are set out in Exhibit "A" attached hereto and made a part hereof for all purposes.

2.7 All dwellings shall be constructed of stone, masonry, brick, stucco or of a glass building material of the kind usually used for outside wall construction, to the extent of one-hundred (100%) percent of the area of the outside walls. Any deviation from the preceding may be specifically approved by the "Architectural Control Committee". Hardi-plank qualifies as masonry, but cannot be used on front walls or front gables.

2.8 All roofs constructed upon any dwelling and/or other structures constructed, erected, or located upon any "Lot" shall be constructed with a minimum pitch of 8' by 12' and shall be constructed of hand-split wood shake, slate, tile, or composition roofing shingles in "earth-tone" colors, unless a variance from this restriction is specifically approved in writing by the "Architectural Control Committee".

2.9 Any enclosures may be black wrought iron or with approved board and batten fencing with wood color to be approved by the "Architectural Control Committee", not to exceed six (6) feet in height. No fence shall be placed on any "Lot" nearer to any front street than is permitted for the dwelling on said "Lot". Any hedge, shrub, tree, flower or other planting encroaching upon adjoining property shall be removed upon the request of the adjoining property owner or the "Architectural Control Committee".

2.10 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and cats. Dogs and cats may not exceed two (2) in the aggregate, can not be allowed to roam at large, and may not be kept, bred or maintained for any commercial purpose.

2.11 No sign shall be erected or maintained on any "Lot" except a "for sale" or "for rent" sign not exceeding six (6) square feet in size or a sign owned by the "Declarant". Street address identification shall be uniform in a manner prescribed and approved by the "Architectural Control Committee".

2.12 No external radio, television, or other aerial antenna shall be permitted and no aerial antenna shall be maintained on any "Lot" not containing a dwelling. No television satellite dish (other than direct television), microwave receiving unit or other similar structure shall be erected, maintained or permitted on any "Lot", unless approved by the "Architectural Control Committee".

2.13 No "Lot" or any portion of a "Lot" shall be used for the dumping or storage of rubbish, trash, rubble, surplus soil or rocks, etc.

2.14 A trailer, camper or boat or other similar vehicle may be stored or kept on any "Lot" only if stored on a concrete pad at rear of residence fully landscaped and approved by the "Architectural Control Committee".

2.15 Any portion of any "Lot" that is exposed to the public view must be maintained by the property "Owner" in a neat and orderly fashion. In the event this restriction is not complied with, the "Association" has the right to cause this maintenance to be done at the expense of the property "Owner".

2.16 No development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any "Lot", nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any "Lot". No derrick or other similar structure shall be erected, maintained or permitted upon any "Lot".

2.17 No out-buildings, shop, trailer, mobile home, storage shed, barn, tent or preconstructed building shall be used on any "Lot" as a permanent or temporary residence shall be permitted. No building material of any kind or character shall be stored upon any "Lot" before the "Owner" is ready to incorporate the building materials into improvements.

3.1 The "Owner" of each "Lot" shall be responsible for the maintenance of the "Lot" in a neat and attractive condition which will include:

- (a) Install and maintain landscape of flower beds and shrub or cultivated vines at front of residence.
- (b) Planting, maintaining and replacing if necessary at least one live oak tree of no less than two inches of trunk diameter.
- (c) Planting or sodding grass or ground cover, regularly fertilizing and mowing grass, never letting the grass of any established lawn exceed more than four inches in height.
- (d) Removing all dead trees and shrubbery from the "Lot".
- (e) Each "Lot" "Owner" is responsible for maintaining the lawn over that portion of the included in easement and setback areas.

4. Common Areas.

4.1 Each "Owner" shall be liable to the "Association" for any damages to any portion of the "Common Areas" caused by the negligence or willful misconduct of the "Owner" or his family or guests.

4.2 The "Board" shall have the power and authority to prescribe rules and regulations governing the use of "Common Areas" which extend to and cover such matters as (but not limited to) smoking, the possession and consumption of alcoholic beverages, loud obnoxious noises and behavior, dress and attire and the supervision by attending adults of children. No person (excluding the "Declarant") shall use any portions of the "Common Areas" to:

- A. Solicit, promote or conduct business, religious, political or propaganda matters;
- B. Distribute handbills, newsletters, flyers, circulars or printed material,

without the written consent of the "Association" (which consent may be withheld in its sole and absolute discretion). The "Association" may, on its own motion, permit and allow town hall meetings, voting precincts, community garage sales and bazaars and other reasonable activities to occur on the "Common Areas" in accordance with the rules and regulations deemed reasonable and appropriate by the "Association".

5. Easements Reserved.

5.1 Utilities. No building or other permanent structure shall be erected or maintained within areas designated on the Plat as Utility and drainage easements. "Declarant" reserves a perpetual easement in, on and under the lots of the width and extent as shown on the Plat, for the purpose of laying, placing and maintaining utilities, and "Declarant" reserves a perpetual easement in, on and under the streets as shown on the Plat, for the purpose of laying, placing and maintaining the utilities, with the right to go upon such lots and streets to place, erect, repair, maintain and remove utility installations without interference.

5.2 Streets. Private streets are reserved for the use of "Declarant", "Declarant's" successors, and assigns, "Owners" of "Lots" in the "Property", "Owners" of "Lots" in "Property" to be annexed at a later date within the general area of the Preston Club Development. Right to use streets shall also extend to guests, employees, servants, of any "Owner", or a contractor performing services for an "Owner" of a "Lot" or

"Association" provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a "Member".

"Members" shall be all those "owners" defined in this Section with the exception of "Declarant". "Members" shall be entitled to one vote for each lot in which they hold an interest required for membership. When more than one person holds such interest or interests in any "Lot", all such persons shall be "Members" and the vote for such "Lot" shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such "Lot".

7.2 "Declarant" shall own one (1) membership for each "Lot" owned by him in the subdivision and shall be entitled to all rights and privileges of Membership in the "Association" with respect to each Membership he holds; however, "Declarant" shall not be assessed dues on Memberships. Anyone acquiring a "Lot" from "Declarant" shall automatically become a "Member" of the "Association" as above provided, except a "Developer" buying five (5) or more "Lots" for the purpose of resale before or after construction of improvements, and such "Developer" shall have the same rights and privileges as to Membership as provided for "Declarant", except that the "Developer" will only obtain the rights of Class A "Members".

7.3 "Preston Club" general Property Owners Association. Declarant reserves the right to merge Property Owners Association noted by this declaration into the Property Owners Association covering other lots in the Preston Club area, and in the event of such merger Declarant may impose provisions required under this declaration on owners of lots covered by this declaration. Condition to conditions and rules of the Property Owners Association into which Property Owners Association created hereby is merged.

8. Lot Owner Assessments

8.1 The "Declarant" for each "Lot" owned by him within the "Properties" hereby covenants and each purchaser of any "Lot" by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the "Association": (1) annual assessments or charges; (2) special assessments for capital improvements; (3) reimbursement assessment, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. The inception of the lien shall be the date of the assessment. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the "Owner" of the "Lot" at the time when the assessment fell due on the "Lot".

8.2 The assessments levied by the "Association" shall be used exclusively for the purpose of preserving the property values and of promoting the recreation, health, safety and welfare of the residents and "Owners" in the "Properties", and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the "Common Areas" and of the homes situated upon the "Properties", including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for carrying out the purposes of the "Association" as stated in its "Articles of Incorporation and By-laws".

8.3 An "Owner" is required to pay annual assessment fee of three hundred dollars (\$375.00) for 2002 or its pro rata portion calculated on a calendar year basis at the time of the real estate lot closing, per "Lot".

10.3 The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for herein as the remaining number of months in that "Association" year bears to twelve; the same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the "Properties" now subject to assessment at a time other than the beginning of any assessment period.

10.4 The due date of any special assessment, shall be fixed in the resolution authorizing such assessment.

11. Reimbursement Assessment

The "Association" shall levy an assessment against any "Owner" as a result of whose failure to comply with these restrictions, the "Association" rules and/or the "Architectural Control Committee" rules and monies that were expended by the "Association" from the operating fund in performing its functions under these restrictions. Such assessments shall be for the purpose of reimbursing the "Association", shall be limited to the amount so expended and shall be due and payable to the "Association" when levied.

12. Duties of the Association and the Board of Directors

12.1 The "Board" shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date of period and shall, at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the "Association" and shall be open to inspection by any "Owner".

12.2 Written notice of the assessment shall thereupon be sent out to every "Owner" subject thereto.

12.3 The "Association" shall upon demand at any time furnish to the "Owner" liable for said assessment a certificate in writing signed by an officer of the "Association", setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

12.4 The "Board", on behalf of the "Association", shall have full power and authority to contract with any "Owner" (including, without limitation, the "Declarant") for performance, on behalf of the "Association", of services which the "Association" is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the "Board" may deem proper, advisable and in the best interest of the "Association".

12.5 The "Association" shall have the right and option to purchase, carry and maintain in force insurance covering any and all portions of the "Common Areas", any improvements thereon or appurtenant thereto, for the interest of the "Association", its "Board of Directors", officers, managers, agents and employees, and of all "Members" of the "Association", in such amounts and with such endorsements and coverage as shall be deemed appropriate by the "Board" and/or as specifically required by the eligible Mortgagees or eligible insurers. Such insurance may include, but need not be limited to:

- A. Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the

maximum insurable replacement value, excluding foundation and excavation costs;

- B. Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the "Board of Directors", "Owners" and "Members" in respect to the "Common Areas";
- C. Fidelity bonds for all officers and employees of the "Association" having control over the receipt or disbursement of funds; and
- D. Liability insurance regarding the errors and omissions of Directors, officers, managers, employees and representatives of the "Association".

12.6 The "Association" shall be the exclusive representative of the "Members" in any proceedings, negotiation, settlements or agreements concerning insurance or condemnation applicable to "Common Areas". The "Association" and the "Members" may use the net insurance or condemnation proceeds to repair and replace any damage or destruction to property, real or personal, covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the "Association", remaining after satisfactory completion of repair or replacement or after the Board has elected to waive the repair, restoration or replacement, shall be retained by the "Association" as part of a general reserve fund for repair and replacement of the "Common Areas".

12.7 If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage of or to the "Common Area", the "Association" may levy a special group assessment as provided for in section 11 of this declaration to cover the deficiency.

12.8 Neither any "Owner" nor the Directors, officers, or managers of the "Association" shall be personally liable for debts contracted for or otherwise incurred by the "Association" or for any torts committed by or on behalf of the "Association" or for a tort of another "Owner", whether such "Owner" was acting on behalf of the "Association" or otherwise. Neither the "Declarant", the "Association", its "Board", officers, managers, agents or employees shall be liable for any actual, incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The "Declarant", the "Association" or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other actual, incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

13. Effect of Non-Payment of Assessment

13.1 If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall together with such interest thereon and cost of collecting thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then "Owner", the "Owner's" heirs, administrators 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 of title unless expressly assumed by them.

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13.2 If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest allowed by law and the "Association" (or such lower rate set by the "Board" of the "Association") may bring an action at law against the "Owner" personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

14. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to assessments provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not prevent the property from being liable for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

15. Exempt Property

The following property subject to this "Declaration" shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated and accepted by the local public authority and devoted to public use; (b) all "Common Areas" as defined under definitions as "Common Area"; (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption; (d) exempt from the payment of assessments are "Developer" and the "Declarant". The "Declarant" or any "Developer" shall not be responsible for any costs of the maintenance and operation of the properties or any costs incurred by the "Association" for the operation of the project, including but not limited to, road maintenance, sign maintenance, gutters, other normal maintenance related to the project. Said release from payment or assessments shall in no way limit the "Declarant" or the "Developer" in the amount of the ownership of the lots he shall own, but shall exempt them from payment as provided for in this "Declaration" or in any future amendments to said "Declaration". Any lot used as the personal residence of "Declarant" or "Developer" shall not be exempted. Notwithstanding anything to the contrary herein contained, this paragraph may not be amended under any circumstances.

16. Enforcement.

These Covenants and restrictions shall run with the land and shall be binding upon the "Declarant" and all parties claiming by, through and under the "Declarant", and all such parties shall be taken to hold title subject to, and to agree and covenant with "Declarant" and with each other to observe all of these covenants and restrictions, as herein set forth; however, no parties shall be personally liable for breeches hereof occurring at any time when such party is not the legal title holder of the lot when such violation occurs. "Declarant" and any owner in the subdivision shall have the right to these conditions, restrictions and covenants by suit for damages, injunction, or specific performance, to obtain injunction, prohibitive or mandatory, to prevent the breach of or to otherwise enforce the observance of these covenants and restrictions. Failure to enforce a breach of any covenant or restriction shall not be deemed to be a waiver or a violation of such restriction or and other restriction contained herein. Neither the "Declarant" nor the "Association" shall have any affirmative duty to enforce these restrictions but the right to enforce these restrictions shall be held by the "Declarant", the "Association" and any "Property Owner".

17. Lien Securing Payment of Assessments.

The lien securing the payment of any unpaid assessment may be placed of record by Affidavit signed by the President of the "Association" describing the property upon which the lien exists, the reason for the lien and the property secured by the lien. The debt secured by the lien may include accrued interest, attorneys' fees for the preparation of the lien affidavit and the estimated fees for filing said affidavit. No lien filed against any lot for maintenance expenses, the owner was served with notice of defective notice ten days before the maintenance work was performed by the "Association", stating the required maintenance and giving the "Owner" ten days to perform or have such maintenance performed before the maintenance was performed by the "Association". No lien shall be enforceable unless the affidavit is filed within one year after the due date of the unpaid assessment.

18. General

18.1 Notwithstanding any other provision hereof, "Declarant" reserves the right (upon application and request of the "Owner" of any "Lot") to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by "Declarant") the application of any of these covenants and restrictions to such "Lot", if, in the sole discretion of the "Declarant", such action be necessary to relieve hardship or permit good architectural planning to be effected. "Declarant" also reserves the right:

(a) to redivide and re-plat any of the property shown on the Plat at any time if owned by the "Declarant"; and,

(b) To change the location of streets and easements prior to the time the same be actually opened for public use or availed of by the public or by public utilities. In no case, however, shall any such waiver, variance, amendment or change deprive any "Owner" of a "Lot" to reasonable access to such "Lot".

18.2 No additional covenants and restrictions imposed by "Declarant" in any contract of deed in respect to any lot shall modify or vary the general development plan as herein set out, but any such additional covenant or restriction shall not otherwise be rendered invalid.

18.3 The invalidation by any court, of any reservation, covenant and restriction contained herein or in any contract or deed shall not impair the full force and effect of any other reservation, covenant or restriction.

18.4 The provisions hereof are hereby made a part of each contract and deed in respect of any "Lot" to the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

18.5 "Declarant's" interpretation of the meaning and application of the provisions hereof shall be final and binding on all interested parties at any time in question.

18.6 "Declarant" may at any time appoint a committee of one or more persons to exercise any or all of the discretionary rights and powers reserved herein to "Declarant".

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18.7 "Declarant" may assign to any person or corporation any or all rights, powers, reservations, easements and privileges herein reserved by and to "Declarant" and any such assignee shall have the same right to assign.

19. Architectural Control Committee

19.1 No excavation, clearing, or landscaping of a lot and nor erection of any buildings or exterior additions or alterations to any building situated upon the "Properties" nor erection of or changes or additions in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specification, and in the event of new construction, soil tests, showing the nature, kind, shape, height, condition of the soil (in the event of new construction) materials, and location of the same and the name of the contractor shall have been submitted to and approved in writing with harmony of external design, appearance, and location in relation to surrounding structures according to the rules, regulations of the "Architectural Control Committee" Rules and any guidelines as set forth in the "By-laws" of the "Association". The organization, designation of members and terms of office, duties, meetings, rules, application for approval of improvements, basis for approval of improvements, form of approval, proceeding with work, failure to complete work, inspection of work, application for preliminary approval, waiver, estoppel certificates, liability, and builder approval are as set forth in the "By-laws" of the "Association" and may be change from time to time as allowed therein. Notwithstanding anything to the contrary herein, all landscaping plans of new construction shall provide for at least one two (2") inch live oak to be located in the front of the structure. A fee of \$100.00 must be paid by the lot owner to the "Association" when plans are submitted.

19.2 The "Architectural Control Committee" shall have the authority to disapprove plans and specification for the construction of a residential building if it determines, in its sole discretion, that the quality of design and workmanship, including plumbing, sewage disposal and other features of a mechanical, as well as an aesthetic nature, are not in conformity with the quality and design of other residences in the Subdivision, and in such event, an enforceable violation of these restrictive and protective covenants will have occurred.

19.3 The "Architectural Control Committee" shall also have the authority to allow a substitution of materials, including used materials, for the materials required in other provision of these restrictive and protective covenants when, in the opinion of the "Architectural Control Committee", the required materials are no longer economically feasible, required material are of limited availability or the substituted materials are of substantially equal or better quality than the require materials and are not detrimental to the general design and appearance of the Subdivision.

19.4 The "Architectural Control Committee" shall also have the authority to make exceptions to space and location requirements, including front set-back and side "Lot" requirements when it determines that such deviation will not be detrimental to the overall appearance of the Subdivision and it determines that such deviation does not adversely affect any adjoining property owner.

19.5 So long as "Declarant's" or either of them are the owners of "Lots" within the restricted area including property covered by supplemental declarations, the "Architectural Control Committee" shall be designated by "Declarants". The initial "Architectural Control Committee" is composed of, Robert J. Tate, Christopher Rhemet, and Claire Tate Rhemet. In the event a member of the "Architectural Control Committee" resigns or is otherwise unable to perform the duties of the "Architectural Control Committee" for any reason, the "Declarants" may name a successor member so long as they own property within the restricted area or if "Declarants" do not act in filling the vacancy, the vacancy may be filled by designation of the remaining

Exhibit "A"

Preston Club Property

0025765
0025765

Lots with Minimum of 1,500 Square Feet

Lots: 1,2,3 & 6

Lots with Minimum of 1,700 Square Feet

Lots: 7,8,12,13 & 19

Lots with Minimum of 1,800 Square Feet

Lots: 4 & 5

Lots with Minimum of 2,000 Square Feet

Lots: 9,10,11,14,15,16,17 & 18