

PLEASE RETURN TO:
STEVEN M. WINTER, ESQ.
SUITE 300
4/2 3405 PIEDMONT ROAD, N.E.
ATLANTA, GEORGIA 30305
#17 # 51193

Georgia, Cherokee County
Filed in office this 23 day of March 1995
at 3:40 P.M. Recorded in Book 744 Page 600
this 24 day of March 1995
Anne M. Renshaw
Clerk Superior Court

Cross Reference:
Deed Book 744
Page 651

**AMENDMENT TO THE BYLAWS OF
WYNGATE COMMUNITY ASSOCIATION, INC.**

This Amendment to the Bylaws of Wyngate Community Association, Inc. (hereinafter "Amendment") is adopted this 4th day of January, 1995 by Wyngate Community Association, Inc., a Georgia non-profit corporation (hereinafter referred to as the "Association").

WITNESETH :

WHEREAS, Wyngate Associates, a Georgia general partnership whose sole partners are Middlesex Development Corporation, a California corporation and ^{JRC} ~~JCR~~-TowneLake Limited Partnership, a Texas limited partnership (hereinafter "Declarant"), has caused the Declaration of Protective Covenants of Wyngate ("Declaration") establishing covenants and restrictions for a residential community being developed by Declarant in Cherokee County, Georgia known as Wyngate, to be recorded in Deed Book 744, Page 600 of the Cherokee County, Georgia Records; and

WHEREAS, Windgate Holdings, Inc., a Delaware corporation, is the successor Declarant to Wyngate Associates, a Georgia general partnership, pursuant to certain instrument of conveyance recorded in Deed Book _____, Page ____ of the Cherokee County, Georgia Recording; and

WHEREAS, Wyngate Community Association, Inc., the Association defined under the aforesaid Declaration, and the members thereof desire to amend the Bylaws of the Association as hereinafter set forth; and

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WHEREAS, pursuant to Section 4 of Article VI of the Bylaws, the Bylaws of the Association may be amended upon the affirmative vote or written consent or any combination thereof of the Owners of at least two-thirds (2/3) of the Lots within the development, so long as the Master Association defined in the Declaration has consented thereto and, if the Declarant has an option to unilaterally subject additional property to the Declaration, the Declarant has consented thereto; and

WHEREAS, the Declarant continues to have an option to unilaterally subject additional property to the Declaration; and

WHEREAS, this Amendment was properly presented to the membership and was adopted by the affirmative vote of at least two-thirds (2/3) of the Owners of Lots. There were 600 eligible votes entitled to be cast of which there were 409 votes in favor of this Amendment, 75 votes opposed to this Amendment, and 116 votes abstaining from the vote thereon; and

WHEREAS, Towne Lake Residential Owners Association, Inc. has evidenced its consent to this Amendment by executing the written consent attached hereto as Exhibit "A" and made a part hereof by this reference; and

WHEREAS, Declarant has evidenced its consent to this Amendment by executing the written consent attached hereto as Exhibit "B" and made a part hereof by this reference, as Declarant still has the option to unilaterally subject additional property to the Declaration; and

WHEREAS, the Vice President of the Association, by execution of the sworn statement attached hereto as Exhibit "C" and made a part hereof by this reference, swears that the agreement of the required two-thirds (2/3) of Owners of Lots to amend the Bylaws of the Association was lawfully obtained and that all required notices were properly given;

NOW, THEREFORE, the Bylaws of Wyngate Community Association, Inc. are hereby

amended as follows:

1. Section 2 of Article II of the Bylaws is amended by adding the following sentence at the end thereof:

"At the annual meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the Owners."

2. Section 4 of Article II of the Bylaws is deleted in its entirety with the following Section 4 substituted in its place:

"Section 4. Notice of Meeting. It shall be the duty of the Secretary to deliver notice of meetings to the Owner of Record of each Lot. Notice of each annual or special meeting shall be personally delivered or sent by United States mail, postage prepaid, to each Owner of record of each Lot at such address as is designated by such Owner or, if no other address has been designated, at the address of such Owner's Lot. The notice shall state the time and place where such meeting will be held and the purpose thereof. Notice shall be given to each Owner at least twenty one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting."

3. Section 9 of Article II of the Bylaws is amended by deleting therefrom the words "fifty (50%)" and replacing them with the words "thirty-three and one third (33-1/3%)."

4. Section 3 of Article III of the Bylaws is deleted in its entirety with the following Section 3 substituted in its place:

Section 3. Number of Directors. The Board shall be composed of not less than three nor more than eight persons.

5. Section 4 of Article III of the Bylaws is hereby amended by adding the following at the end thereof:

The nominations shall be divided into three groups, each group being as nearly equal in number as possible. One group of nominations shall be considered for a term of office of three years, a second group of nominations shall be considered

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for a term of office of two years, and a third group of nominations shall be considered for a term of one year.

6. Section 5 of Article III of the Bylaws is deleted in its entirety with the following Section 5 substituted in its place:

Section 5. Election and Term of Office. There shall be an advisory Board of Directors elected by the members. Not more than three directors shall be elected from the first group of nominees; not more than three directors shall be elected from the second group of nominees; and not more than two directors shall be elected from the third group of nominees. The advisory Board of Directors in office at time the Declarant's right to appoint directors and officers expires, pursuant to Section 2 of this Article, shall serve as the Board of Directors of the Association until the next annual meeting of the Association. At such annual meeting, and at each annual meeting thereafter, directors shall be elected to fill expired terms and shall serve for a term of three years. Members of the Board of Directors shall hold office until their respective successors have been elected by the Owners.

IN WITNESS WHEREOF, this Amendment to the Bylaws of Wyngate Community Association, Inc. have been executed as of the date and year first above written.

WYNGATE COMMUNITY ASSOCIATION, INC.

By: Ralph N. Oshe
Vice President

Attest: [Signature]
(Assistant) Secretary

[CORPORATE SEAL]



Signed, sealed and delivered on the
27th day of January, 1995
in the presence of:

Michelle C. Hogge
Unofficial Witness

Bob Guarato
Notary Public

Notary Public via
Notary Public, DeKalb County, Georgia.
My Commission Expires May 11, 1997

My Commission Expires: _____
WYNGATE DOCUMENTAL AMEND. BYLAWS



EXHIBIT A

CONSENT AND APPROVAL OF
TOWNE LAKE RESIDENTIAL OWNERS ASSOCIATION, INC.
TO THE AMENDMENT TO THE BYLAWS OF
WYNGATE COMMUNITY ASSOCIATION, INC.

Towne Lake Residential Owners Association, Inc., a Georgia non-profit corporation, pursuant to Section 4 of Article VI of the Bylaws of Wyngate Community Association, Inc., hereby consents to the Amendment to the Bylaws of Wyngate Community Association, Inc. dated of even date herewith.

This 1st day of Feb, 1995.

TOWNE LAKE RESIDENTIAL OWNERS
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered
before me this 1st day of
February, 1995

[Signature]
Witness

[Signature]
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 12, 1996

My Commission Expires _____



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EXHIBIT B

CONSENT AND APPROVAL OF WINDGATE HOLDINGS, INC.
TO THE AMENDMENT TO THE BYLAWS

Windgate Holdings, Inc., a Delaware corporation, successor declarant to Wyngate Associates, a Georgia general partnership whose sole partners are Middlesex Development Corporation, a California corporation, and TRC-TowneLake Limited Partnership, a Texas limited partnership, pursuant to Section 4 of Article VI of the Bylaws of Wyngate Community Association, Inc., hereby consents to the Amendment to the Bylaws of Wyngate Community Association, Inc., dated of even date herewith.

This 17 day of March, 1995.

WINDGATE HOLDINGS, INC., a Delaware corporation

By: [Signature]
President

Attest: [Signature]
Secretary Vicki [Signature]



Signed, sealed and delivered before me this 17th day of March, 1995

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: _____

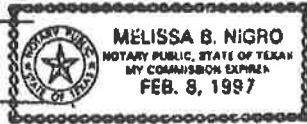


EXHIBIT C

SWORN STATEMENT OF THE PRESIDENT
OF WYNGATE COMMUNITY ASSOCIATION, INC.

The undersigned, being the Vice President of Wyngate Community Association, Inc., hereby swears under oath that the agreement of the required two-thirds (2/3) of Owners of Lots to amend the Bylaws of Wyngate Community Association, Inc. was lawfully obtained and all required notices were properly given.

This 4th day of January, 1995.

By: Ralph N. O'Neal
Vice President, Wyngate Community Association, Inc.



Sworn to and subscribed before me this 27th day of January, 1995

Bob Quamba
Notary Public,
Notary Public, DeKalb County, Georgia.
My Commission Expires May 11, 1997



WYNGATE DOCUMENT AMEND BY L.

Rec. 3-24-95

ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY