

Georgia, Cherokee County

Filed in office this 9 day of May 1990
at 10:45 AM Recorded in Book 868 Page 85
this 10 day of May 1990
Annette Fleming
Clerk Superior Court

BOOK 868 PAGE 85

CROSS REFERENCE COVENANTS:
DEED BOOK 744, PAGE 600

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR WYNGATE

THIS AMENDMENT is made this 25th day of April, 1990,
by Wyngate Associates, a Georgia general partnership
("Declarant").

BACKGROUND STATEMENT

Wyngate Associates executed that certain Declaration of Protective Covenants for Wyngate which was filed for record on October 10, 1988 and recorded in Deed Book 744, Page 600, et seq., of the Cherokee County, Georgia land records ("Declaration").

The Declaration and the By-Laws of the Wyngate Community Association, Inc. (Exhibit "D" to the Declaration) ("By-Laws") provide that such documents may be amended by the Declarant, with the consent of the Master Association, if such amendment is necessary to enable any governmental agency to insure mortgage loans on the Lots subject to the Declaration; provided, however, any such amendment shall not adversely affect title to any Owner's Lot unless such Lot Owner shall consent thereto in writing. In addition, any material amendment of the Declaration and the By-Laws must be approved by the Veterans Administration.

The Declarant has determined that certain amendments to the Declaration and By-Laws are required to enable the U.S. Department of Housing and Urban Development ("HUD") to insure mortgage loans on Lots subject to the Declaration. The Declarant has determined that such amendments will not adversely affect title to any Owner's Lot and has received the approval of the Veterans Administration. The Towne Lake Residential Owners Association, Inc. has executed this Amendment to evidence its consent to such amendments.

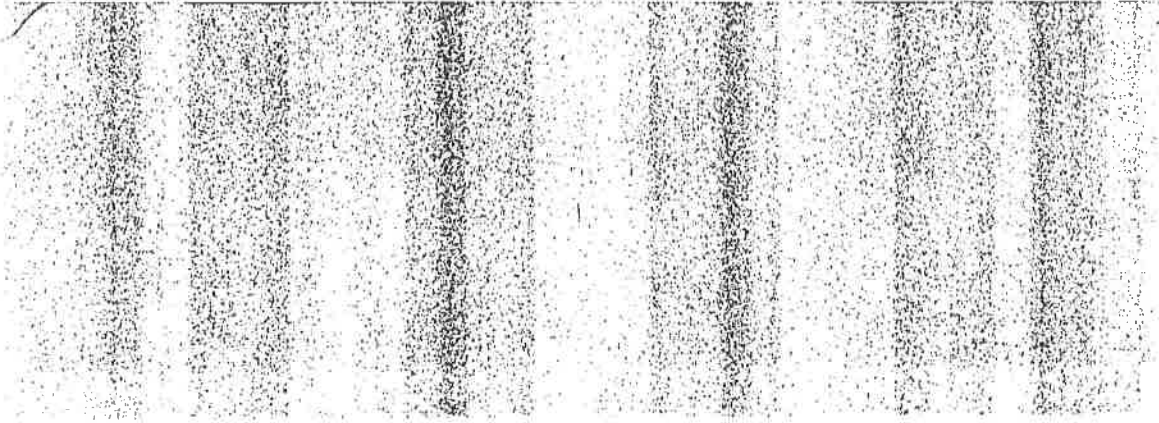
NOW THEREFORE, the Declaration and the By-Laws are hereby amended by the Declarant as follows:

1.

The first sentence of the third paragraph of Article IV, Section 2 of the Declaration (which sentence is on page 4 of the Declaration) is amended by inserting the words "similarly situated" between the word "all" and the word "Lots".

1/2 Object - R.R. Leeds
2400 Marquis One Tower
245 P'tree Center Ave. NE
Atlanta, GA 30303

pd \$ 15.00



2.

Article IV, Section 7 of the Declaration (which section is on page 6 of the Declaration) is amended by deleting such section in its entirety and replacing it with the following:

Section 7. Date of Commencement of Annual Assessments. 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 Property to the Association. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The annual assessment for any unoccupied Lot owned by Declarant or a builder prior to the construction or occupancy of a residence thereon, shall be reduced to twenty-five (25%) percent of the annual assessment otherwise due. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

3.

Article IV, Section 8(a) of the Declaration (which section is on page 6 of the Declaration) is amended by deleting such section in its entirety.

4.

Article IX, Section 2 of the Declaration (which section is on page 22 of the Declaration) is amended by deleting the words "Owners representing a Majority" from the fifth and sixth lines thereof and substituting the words "two-thirds (2/3)" therefor.

5.

Article X, Section 6 of the Declaration (which section is on page 24 of the Declaration) is amended by deleting such section in its entirety and replacing it with the following:

Section 6. VA/HUD Approval. As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article IX, the following actions shall require the prior approval of the VA so long as the VA is guaranteeing any

Mortgage in the Community, and HUD so long as HUD is insuring any Mortgage in the Community: annexation of additional property to the Community, except for annexation by Declarant in accordance with Article IX, Section 1 hereof pursuant to a plan of annexation previously approved by the VA and/or HUD, as applicable; mergers; and consolidations; dissolution of the Association; mortgaging of Common Property; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.

6.

Article XI, Section 2(a)(iv) of the Declaration (which section is on page 26 of the Declaration) is amended by deleting the second sentence thereof and replacing it with the following sentence:

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by the affirmative vote of at least two-thirds (2/3) of the total Association vote (other than votes of Declarant, so long as Declarant has the right to appoint and remove directors of the Association) and the Declarant, so long as Declarant has the right to appoint and remove the directors of the Association.

7.

Article XII, Section 4 of the Declaration (which section is on page 29 of the Declaration) is amended by deleting the last sentence of the first paragraph thereof.

8.

Article XII, Section 4 of the Declaration (which section is on page 29 of the Declaration) is amended by deleting the words "the Owners of at least a Majority" from the third line of the second paragraph thereof and substituting the words "two-thirds (2/3) of all Owners" therefor.

9.

Article II, Section 9 of the By-Laws (which section is on page 3 of the By-Laws) is amended by deleting therefrom the words "twenty-five (25%)" and replacing them with the words "fifty (50%)".

10.

Article III, Section 2 of the By-Laws (which section is on page 3 of the By-Laws) is amended by deleting the words "three (3) months after" from the sixth line thereof.

11.

Article VI, Section 4 of the By-Laws (which section is on page 11 of the By-Laws) is amended by deleting such section in its entirety and replacing it with the following:

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these By-Laws; provided, however, that the Veterans Administration ("VA") (if it is then guaranteeing any Mortgage in the Community) and/or the U.S. Department of Housing and Urban Development ("HUD") (if it is then insuring any Mortgage in the Community) shall have the right to veto amendments to these By-Laws for as long as the Declarant has the right to appoint and remove the directors and officers of the Association.

{Signatures contained on next page}

IN WITNESS WHEREOF, the undersigned, being the sole partners of Declarant herein, have executed this instrument and affixed their seal as of the day and year first written above.

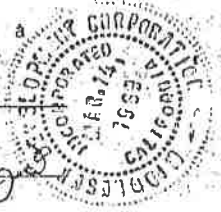
WYNGATE ASSOCIATES, a Georgia general partnership whose sole partners are Middlesex Development Corporation, a California corporation and TCR-Townelake Limited Partnership, a Texas limited partnership

By: MIDDLESEX DEVELOPMENT CORPORATION, a California corporation, partner

By: Edmund R. Wells
(Vice) President

Attest: Jacqueline U. Chisney
(Assistant) Secretary

[CORPORATE SEAL]



Signed, sealed and delivered this 25th day of April, 1990 in the presence of:

Laura Cuyler
WITNESS
Christine F. Tougas
NOTARY PUBLIC

My Commission Expires: 8/6/93



By: TRC-TOWNELAKE LIMITED PARTNERSHIP, a Texas limited partnership, partner

By: TCR-ATLANTA LOT DEVELOPMENT II, INC., a Texas corporation, general partner

By: Gen. T. Reutenstein
(Vice) President

Attest: T. Charles Edwards
(Assistant) Secretary

[CORPORATE SEAL]



Signed, sealed and delivered this 25th day of April, 1990 in the presence of:

Andrea E. Small
WITNESS
Catalina A. ...
NOTARY PUBLIC

My Commission Expires: _____



Notary Public, State of California
My Commission Expires 04/29/93

The Association under the Master Declaration ("Master Association"), by the execution hereof, acknowledges and agrees that the Master Association hereby approves of and consents to all of the provisions of this Amendment to the Declaration of Protective Covenants for Wyngate ("Amendment"). It is expressly provided that neither such approval by the undersigned, nor any of the terms or provisions of this Amendment shall be deemed or construed to in any manner waive, release or modify any of the rights, privileges, powers, restrictions, covenants, conditions or easements reserved or set out in the Master Declaration. All of the terms and provisions of the Master Declaration are and shall continue to be in full force and effect unless and until modified or amended in accordance with the terms thereof.

IN WITNESS WHEREOF, the Master Association, acting through its duly authorized officers, has executed this instrument under seal this 27th day of March, 1990.

MASTER ASSOCIATION: TOWNE LAKE RESIDENTIAL OWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]



Signed, sealed, and delivered this 27th day of March, 1990, in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: 10-20-92

0429k



Rec. 5-10-90

ANNETTE FLEMING
Clerk, Superior Court of Cherokee County