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2204 157

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Georgia, Cherokee County
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James M. Roman
Clerk Superior Court

Cross Reference:
Deed Book 744
Page 600

STATE OF GEORGIA

COUNTY OF CHEROKEE

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR WYNGATE**

This Amendment to the Declaration of Protective Covenants for Wyngate (hereinafter "Amendment") is made this 1st day of October, 1995 by WYNGATE COMMUNITY ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Wyngate Associates recorded a Declaration of Protective Covenants for Wyngate in the Office of the Clerk of the Superior Court of Cherokee County, Georgia in Deed Book 744, Page 600, whereby certain real property described in Exhibit A attached thereto was subject to the terms of such Declaration of Protective Covenants; and

WHEREAS, the aforesaid Declaration of Protective Covenants has been previously amended by (a) that certain Amendment to the Declaration of Protective Covenants for Wyngate, dated April 25, 1990, recorded in Deed Book 868, Page 85, aforesaid Records, and (b) that certain Amendments to Declaration of Protective Covenants for Wyngate, dated January 4, 1995, recorded in Deed Book 2049, Page 281, aforesaid Records (the aforesaid Declaration of Protective Covenants, as so amended, is hereinafter referred to as the "Declaration"); and

WHEREAS, Wyngate Holdings, Inc., a Delaware corporation, is the successor Declarant to Wyngate Associates; and

WHEREAS, pursuant to Section 4 of Article XII of the Declaration, the Declaration may be amended at this time by the agreement of the Declarant, the Towne Lake Residential

BK PG
2204 158

Owners Association, Inc. and the Owners of Lots to which two-thirds of the votes in the Association pertain, exclusive of any vote or votes pertinent to any Lot or Lots owned by the Declarant; and

WHEREAS, the Association desires to amend the Declaration to extend for five additional years the period within which the Declarant may exercise the right, privilege and option to subject portions of the real property described in Exhibit C to the Declaration to the provisions of the Declaration and the jurisdiction of the Association, to change the manner in which members of the ARC are appointed, and to provide that the initial construction of houses on Lots by builders for the purpose of resale shall be excepted from the requirement of ARC approval; and

WHEREAS, the Owners of Lots to which two-thirds of the votes in the Association pertain, exclusive of the votes pertinent to the Lots owned by the Declarant, have agreed to the within amendment to the Declaration; 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; 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 of the Owners of Lots to amend the Declaration was lawfully obtained and that all required notices were properly given;

NOW, THEREFORE, the Declaration of Protective Covenants for Wyngate is amended as follows:

1. By deleting the words "seven (7) years after the recording of this Declaration", as the same appear in Article IX, Section 1, paragraph (a) of the Declaration, and by substituting in lieu thereof, the words "September 16, 2000"; and
2. By deleting in its entirety Article VI, Section 2 of the Declaration, and by substituting in lieu thereof a new Section 2 to read as follows:

"Section 2. Architectural Standards. Except as hereinbelow provided, no exterior construction, alteration, addition, or erection of any nature whatsoever, including, without limitation, fences, shall be commenced or placed upon any part of the Community, except such as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Except as hereinbelow provided, no exterior

construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Review Committee ("ARC"). The ARC shall consist of three (3) Persons who are Owners or spouses of Owners appointed by the Board of Directors and shall serve at the discretion of the Board. The ARC may promulgate written guidelines, including, without limitation, the Wyngate Design Standards for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Board or its designee fails to approve or to disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

The provisions contained in this Section are in addition to, and not in lieu of, the architectural control provisions contained in the Master Declaration. Approval of plans and specifications hereunder shall not obviate the need also to obtain approval as required by the Master Declaration.

Notwithstanding the foregoing, the provisions of this Section 2 shall not apply to, or in any way restrict, the construction or erection of a house (including a fence) on any Lot by the Declarant or by any builder who shall have acquired such Lot directly from the Declarant for the purpose of constructing a house thereon for resale. Neither the Declarant, nor any builder who shall have acquired a Lot from the Declarant for the purpose of resale, shall have the obligation to submit to the ARC any plans or specifications for any house which the Declarant or such builder shall desire to construct or erect upon any Lot or to obtain the approval of the ARC of any plans or specifications for such house."

3. By deleting in its entirety Article VI, Section 12 of the Declaration, and by substituting in lieu thereof a new Section 12 to read as follows:

"Section 12. Antennae. Except as specifically allowed herein, no television antenna, radio receiver or transmitter, satellite dish or antenna or similar device for the receipt or transmission of infrared, microwave, television or radio signals of any kind may be erected upon the exterior portion of any structure or Lot if cable or other transmission conduit running

BK PG
2204 160

from an operating master antenna for such reception is available in the Community. The cost of such cable service shall be borne directly by each subscribing customer. Notwithstanding the foregoing, an 18" D.S.S. satellite dish may be installed by an Owner on the roof of the residence constructed on his Lot if such Owner makes a written application to the ARC for permission to install such 18" D.S.S. satellite dish, and all wiring, conduit or other apparatus associated with the satellite dish, must not be visible from the street in front of the Lot."

4. By adding to the last sentence of Article VI, Section 13 of the Declaration the words: "except for sitework and grading to be performed by the Declarant or by a builder in connection with the construction or erection of a house, the plans and specifications for which are not subject to approval by the ARC under Section 2 hereof".

5. By adding to the last sentence of Article VI, Section 16 of the Declaration the words: "and trees to be removed by the Declarant or by a builder in connection with the construction or erection of a house, the plans and specifications for which are not subject to approval by the ARC under Section 2 hereof".

6. By adding to Article VI, Section 17 of the Declaration the words: "except for fences installed by the Declarant or by a builder in connection with the construction or erection of a house, the plans and specifications for which are not subject to approval by the ARC under Section 2 hereof".

7. By adding to Article VI, Section 20 of the Declaration the words: "except for driveways constructed by the Declarant or by a builder in connection with the construction or erection of a house, the plans and specifications for which are not subject to approval by the ARC under Section 2 hereof".

8. By adding to the end of the first sentence of Article VI, Section 21 of the Declaration the words: "except for mailboxes or mail receptacles to be installed by the Declarant or by a builder in connection with the construction or erection of a house, the plans and specifications for which are not subject to approval by the ARC under Section 2 hereof".

9. By adding to the first sentence of Article VI, Section 22 of the Declaration additional subparts (4) and (5) to read as follows: ", (4) signs erected by the Declarant, and (5) signs erected by a builder advertising a Lot for sale.

All defined terms used in this Amendment (including its preambles) shall have the meanings ascribed to them in the Declaration, unless other definitions are set forth herein.

Except as amended hereby, the Declaration shall remain in full force and effect pursuant to its terms.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed on its behalf by its duly authorized officers as of the day and year first above written.

WYNGATE COMMUNITY ASSOCIATION, INC.

By: [Signature]

Attest: Bridget W. Vaughn

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

Bridget W. Vaughn

Unofficial Witness

[Signature] 10/9/95

NOTARY PUBLIC
My Commission Expires March 22, 1998.
My Commission Expires:
[NOTARIAL SEAL]



BK PG
2204 162

EXHIBIT A

CONSENT AND APPROVAL OF
TOWNE LAKE RESIDENTIAL OWNERS ASSOCIATION, INC.
TO THE AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR WYNGATE

Towne Lake Residential Owners Association, Inc., a Georgia non-profit corporation, pursuant to Section 4 of Article XII of the Declaration of Protective Covenants for Wyngate, hereby consents to the Amendment to the Declaration of Protective Covenants for Wyngate, dated of even date herewith.

This 5th day of October, 1995.

TOWNE LAKE RESIDENTIAL
OWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Signed, sealed and
delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

Notary Public, Cherokee County, Georgia
My Commission Expires

[AFFIX NOTARIAL SEAL]



EXHIBIT B

CONSENT AND APPROVAL OF WINDGATE HOLDINGS, INC.
TO THE AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR WYNGATE

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-Towne Lake Limited Partnership, a Texas limited partnership, pursuant to Section 4 of Article XII of the Declaration of Protective Covenants for Wyngate, hereby consents to the Amendment to the Declaration of Protective Covenants for Wyngate, dated of even date herewith.

This 2nd day of October, 1995.

WINDGATE HOLDINGS, INC., a
Delaware corporation

By: [Signature]
President

Attest: [Signature]
Vice President

Signed, sealed and
delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]



BK PG
2204 164

EXHIBIT C

SWORN STATEMENT OF THE VICE 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 the Owners of Lots to amend the Declaration of Protective Covenants for Wyngate was lawfully obtained and all required notices were properly given.

This 9 day of October, 1995.

By: [Signature]
Vice President, Wyngate Community
Association, Inc.

witness:
Bridget W. Vaughn



Sworn to and subscribed
before me this day
of October, 1995.

[Signature]
Notary Public
My Commission Expires:
Notary Public, Cobb County, Georgia.
My Commission Expires March 22, 1998.

Rec 10-11-95

[AFFIX NOTARIAL SEAL]

ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY