

mail

Amendment # 3

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return to: Debra Grossman
503 S. Hill St

BK 20033 PG 0034

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AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS FOR
WINDRUSH SUBDIVISION

FILED & RECORDED
CLERK SUPERIOR COURT
OF HALL COUNTY, GEORGIA
00FEB 15 AM 9:26
TOM LAWLER, CLERK

STATE OF GEORGIA
COUNTIES OF GWINNETT AND HALL

THIS DECLARATION, made this 5 day of Dec,
1999 by D. W. MILLEN & ASSOCIATES, INC., a Georgia corporation
("Declarant"):

W I T N E S S E T H:

Declarant hereby amends the Restrictive Covenants for
Windrush Subdivision as recorded at Deed Book 1717, Page
240, Hall County Deed Records and Deed Book 7200, Page 98,
Gwinnett County Deed Records and first Amendment thereto in
accordance with Section 2.3 of Covenants:

Section 1.2 (a)(i) shall be amended to read as follows:

- (i) Any residence shall contain not less than 1800 square feet of total living space for either a one story or split-level residence.

Section 1.2 (a)(ii) shall be amended to read as follows:

- (ii) Any residence shall contain not less than 2200 square feet of total living space for a two-story or a one and one-half story residence with 700 square feet of total living space on the first floor of such residence.

Section 6.5 (a) shall be amended to read as follows:

- (a) Upon the first sale or subsequent resale to a Lot Owner who will individually or through tenants or assigns occupy a Lot, such sale to be made by Declarant or by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, a special assessment in the amount of \$250.00.

Section 8.3 (b) shall be amended to read as follows:

- (b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Lot Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to lien at auction, at the usual place for conducting sales at the Courthouse in the Georgia County within which the subject Lot or Lots is located, to the highest bidder for cash, after advertising

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the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for said County are published, all other notice being hereby waived by each Lot Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Lot Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Lot Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Lot Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Lot Owner, and that the conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum (15%) of the aggregate amount due for attorney's fees, shall pay any excess to such Lot Owner, or to the heirs or assigns of such Lot Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

Section 2.3 shall be amended to read as follows:

The Covenants and restrictions of this Declaration may be amended at any time and from time to time during the initial period of this Declaration and during the extension or renewal thereof, by an agreement signed by (a) Declarant, if it is the owner of any real property then subject to this Declaration, or (b) the fee title owners of at least three fourths 3/4 of the lots in Windrush, or (c) the Shadburn Ferry Homeowner's Association, Inc., provided the proposed amendment is approved by 3/4 of the title owners of the Lots in Windrush by written vote as cast under such rules and procedures as may be prescribed in this Declaration or in the By-Laws of the Association, as amended from time to time, or by law. The right to amend these restrictions shall be exercised reasonably, and no such amendment shall become effective until the instrument evidencing such

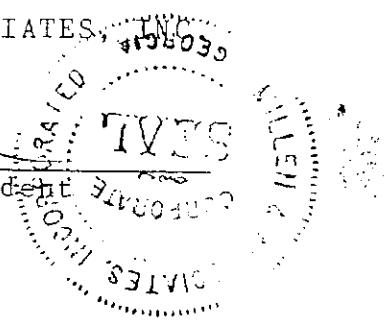
change has been filed for record in the office of the Clerk of Superior Court of Hall and Gwinnett Counties, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to the Declaration by acceptance of a deed or other conveyance therefore thereby agrees that the covenants and restrictions of this Declaration may be amended as provided by this Section.

IN WITNESS WHEREOF, Declarant has executed this Amendment.

D. W. MILLEN & ASSOCIATES, INC.

BY: Don W. Millen
DON W. MILLEN, President

(CORPORATE SEAL)



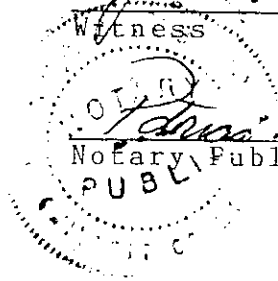
Signed, sealed and delivered this
9th day of December, 1999.

James M. Levitsch

Witness

[Signature]
Notary Public

My Commission expires
3/13/2002



Georgia, Hall County, Clerk Superior Court

Filed in office, this 4 day of Jan.

2000 at 9:30 a. m. Recorded in

Book 3609 Page(s) 306-308

this 5 day of Jan. 2000

DWIGHT S. WOOD, CLERK. by: BB

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