

Deed Doc: AGRE
Recorded 05/12/2021 10:54AM
Camie W. Thomas
Clerk Superior Court, JACKSON County,
Ga.
Bk 0095W Pg 0249-0251
Georgia Intangible Tax Paid: \$0.00
Penalty: \$0.00
Interest: \$0.00

Return to: NowackHoward, LLC
Resurgens Plaza, Suite 1250
945 East Paces Ferry Road
Atlanta, GA 30326
Attn: RFD

Participants: 6407220327

STATE OF GEORGIA

Cross Reference: Deed Book 88M
Page 773

COUNTY OF JACKSON

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CRESSWIND AT TWIN LAKES**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Cresswind at Twin Lakes (hereinafter, the "Amendment") is made on this 11th day of May, 2021, by KH Twin Lakes LLC, a Florida limited liability company in accordance with the terms of the aforementioned Declaration.

WITNESSETH:

WHEREAS, KH Twin Lakes LLC, a Florida limited liability company (the "Declarant"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Cresswind at Twin Lakes, on March 16, 2020, in Deed Book 88M, Page 773, et seq., Jackson County, Georgia records (hereinafter, as amended, the "Declaration");

WHEREAS, pursuant to Article 14, Section 2(a) of the Declaration, the Declarant may unilaterally amend the Declaration if such amendment is in the discretion of the Declarant deemed necessary to further Founder's development plan of the Community or Declarant's rights under the Declaration, until termination of the Development Period, as said term is defined in the Development Period.

WHEREAS, the Development Period, as said term is defined in the Declaration, has not been terminated; and

WHEREAS, the Declarant desires to unilaterally amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1.

Article 8, Section 6 is hereby amended by adding the following new sub-section (f) thereto:

(f) The New Owner Administrative Fee, Capital Contribution Fee and Lease Administrative Fee.

2.

Article 8 is amended by deleting Section 11 thereof therefrom in its entirety and substituting the following new Section 11:

Section 11. Capitalization of Community Association Upon acquisition of record title to a Lot by any person other than the Declarant or a Builder or upon occupancy of a Lot by a person other than a Builder or Declarant and upon each subsequent transfer of title to a Lot, a contribution shall be made by or on behalf of the purchaser or Occupant to the working capital fund of the Community Association in an amount equal to one-half (1/2) of the annual General Assessment (the "Capital Contribution Fee"). This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such Assessment. This amount shall be collected and disbursed to the Community Association at closing of the purchase and sale of the Lot to the Owner thereof other than the Declarant or a Builder, or if the obligation to make the Capital Contribution Fee arises by virtue of fifteen (15) months elapsing following the conveyance of the Lot from the Declarant or any affiliate of the Declarant to a Builder not affiliated with Declarant, the Capital Contribution Fee shall be paid immediately upon demand by the Community Association.

3.

Article 8 is amended by adding the following new Section 12 to the end thereof:

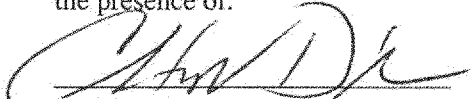
Section 12. Sale of Lots. The Board of Directors shall have the authority to establish a New Owner Administrative Fee to cover any expenses incurred by the Association as a result of the sale, transfer or occupancy of a Lot by a new Owner thereof, including but not limited to updating records, processing forms, issuing gate access, providing copies of documents, providing information for and/or completing lender forms, and any fees charged by the Association's management company resulting from the sale, transfer, or occupancy of the Lot. Unless otherwise provided by the Board, the New Owner Administrative Fee shall be due and payable to the Association within ten (10) days of the conveyance or transfer of the Lot to the new Owner.

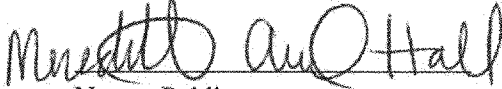
Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. Such statement shall also include any applicable New Owner Administrative Fee and Capital Contribution Fee. The Association shall respond in writing within five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Declaration this 7 of May, 2021.

Signed, sealed and delivered in
the presence of:


Unofficial Witness


Notary Public

KH TWIN LAKES, LLC
A Florida limited liability company

By: 
Print Name: TONY ADAMS
Date: 5.7.21

My Commission Expires: 07-19-24

[NOTARY SEAL]

