

Deed Doc: COVE
Recorded 06/16/2021 01:57PM
Camie W. Thomas
Clerk Superior Court, JACKSON County,
Ga.
Bk 0096O Pg 0736-0740

Penalty: \$0.00
Interest: \$0.00

Participants: 6407220327

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----
Return to: Cross-Reference to Declaration: Book 88M, Page 773
NowackHoward, LLC
Resurgens Plaza, Suite 1250
945 East Paces Ferry Rd, NE
Atlanta, Georgia 30326
Attention: Rebecca F. Drube, Esq.

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESSWIND AT TWIN LAKES (hereinafter referred to as the "Supplemental Declaration") is made on this 15th day of June, 2021 by KH Twin Lakes, LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Cresswind at Twin Lakes in Deed Book 88M, Page 773, et seq., Jackson County, Georgia records ("Declaration"); and

WHEREAS, Article 2, Section 2 of the Declaration provides that Declarant shall have the unilateral right at any time, until thirty (30) years after the recording of the Declaration, to subject all or a portion of the property described in the Declaration as "Additional Property" to the terms of the Declaration by filing a Supplemental Declaration describing the property being annexed; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A," attached hereto and incorporated herein (the "Additional Tract"); and

WHEREAS, Declarant desires to subject the Additional Tract to the provisions of the Declaration as authorized by Article 2, Section 2 of the Declaration; and

WHEREAS, the Additional Tract is a part of the Additional Property described in Exhibit "B" to the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" attached hereto to the provisions of the Declaration and of this Supplemental Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Cresswind at Twin Lakes Owners Association, Inc., in accordance with the terms of the Declaration.

**ARTICLE 1
DEFINITIONS**

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

**ARTICLE 2
DECLARATION**

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: KH TWIN LAKES, LLC,
a Florida limited liability company

By: 
Name: Jennifer Landers
Title: President
Attest: _____
Name: _____
Title: _____

Signed, sealed and delivered before me this
4 day of June, 2021, in
the presence of:


Witness
Meredith Annie Hall
Notary Public

My Commission Expires: 07-19-2024

[NOTARY SEAL]

Meredith Annie Hall
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires July 19, 2024

EXHIBIT "A"

Legal Description of the Additional Tract

TWIN LAKES PHASE 2

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, known as Cresswind at Twin Lakes Phase 2 located in G.M.D. 1407, City of Hoschton, Jackson County, Georgia, as shown on the subdivision plat prepared by Rochester & Associates, Inc. recorded on April 26, 2021 in Plat Book 82, Pages 199-205 located in the office of the Clerk of Superior Court of Jackson County, Georgia, are hereby made subject to the terms of the Declaration, as amended.

CONSENT OF LENDER

The undersigned, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), is the holder of that certain Deed to Secure Debt dated February 14, 2020, recorded in Deed Book 88C, Pages 82-107, Jackson County, Georgia records (hereafter the "Security Deed"), which Security Deed encumbers portions of the property described in Exhibit "A" attached to the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for Cresswind at Twin Lakes ("Declaration"). Lender hereby consents to the foregoing Declaration and agrees, for itself and its successors in title and assigns with respect to the Security Deed (including, but not limited to any purchaser at foreclosure), that the Declaration will in no way be terminated, disturbed or otherwise impaired by virtue of foreclosure or other exercise of rights or remedies with respect to the Security Deed.

Lender makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the project described in the Declaration, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the makers of the Declaration. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Lender, nor shall they be construed to create any obligations on Lender to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Lender as set forth in the Security Deed or in the Declaration.

IN WITNESS WHEREOF, Lender has caused this Consent to be executed effective as of the 15th day of June, 2021.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Andrew Bearden

Title: Vice President

Signed, sealed and delivered

In the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public

My commission expires:

7-31-23

