

Deed Doc: MISC
Recorded 12/14/2021 11:18AM
Carrie W. Thomas
Clerk Superior Court, JACKSON County,
Ga.
Bk 0099X Pg 0394-0398

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
3500 Lenox Road, NE
One Alliance Center, Suite 1650
Atlanta, GA 30326
Attention: Rebecca F. Drube, Esq.

STATE OF GEORGIA
COUNTY OF JACKSON

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TWIN LAKES
PHASE 1A**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESSWIND AT TWIN LAKES (hereinafter referred to as the "Supplemental Declaration") is made on this 12th day of November, 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: *Jennifer Landers*
Name: Jennifer Landers
Title: Authorized Signatory
Attest: _____
Name: _____
Title: _____

Signed, sealed and delivered before me this
11 day of November, 2021, in
the presence of:

Meredith Annie Hall
Witness
Meredith Annie Hall
Notary Public

My Commission Expires: 07-19-24

[NOTARY SEAL]

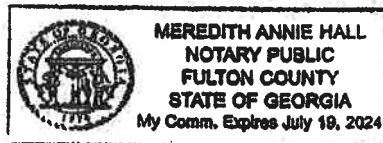


EXHIBIT "A"

Legal Description of Land Being Submitted

TWIN LAKES PHASE 1A

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, known as Cresswind at Twin Lakes Phase 1A 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 May 29, 2020 in Plat Book 81, Pages 278-279 located in the office of the Clerk of Superior Court of Jackson County, Georgia,.

CONSENT OF LENDER

The undersigned, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), is the holder of that certain Deed to Secure Debt with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Wells Fargo Bank, National Association dated February 7, 2020, recorded February 14, 2020, in Deed Book 0088C, Page 0082, Jackson County Records, Georgia, as modified by Modification Agreement dated December 16, 2020, recorded in Deed Book 0093F, Page 0160, aforesaid records. (hereafter collectively referred to as 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 12th day of November, 2021.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]Name: Andrew BeardenTitle: Vice President

Signed, sealed and delivered

In the presence of:

Unofficial Witness

[Signature]

Notary Public

[Signature]

My commission expires:

Jan. 11, 2025