

Penalty: \$0.00
Interest: \$0.00

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Participants: 6407220327

Cross-Reference to Declaration:

Book 88M, Page 773

Return to:

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

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CRESSWIND AT TWIN LAKES
PHASE 3**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESSWIND AT TWIN LAKES (hereinafter referred to as the "Supplemental Declaration") is made on this 31st day of March, 2022, 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 Community 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
31st day of March, 2022, in
the presence of:

Samantha Rasmussen
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 Land Being Submitted

TWIN LAKES PHASE 3

ALL THOSE LOTS, TRACTS, OR PARCELS OF LAND, known as Cresswind at Twin Lakes Phase 3 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 March 24, 2022 in Plat Book 84, Pages 59-64 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 0460, aforesaid records, as further modified by that Modification Agreement dated March 1, 2022, recorded in Deed Book 0101E, Page 403 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 31st day of March, 2022.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Andrew Bearden, Director

Signed, sealed and delivered
In the presence of:


Unofficial Witness


Notary Public

My commission expires:

January 11, 2025

