



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

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09/23/2020 02:29 PM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA



After recording return to:
Home & Edelberg, P.C.
P.O. Box 37
Dahlonega, Georgia 30533

3433540228
PARTICIPANT ID

**SUPPLEMENTAL
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE OVERLOOK AT CROWN MOUNTAIN
(FORMERLY CROWN MOUNTAIN SWIM AND TENNIS CLUB)**

This Supplemental Declaration of Covenants, Conditions, and Restrictions (the "Declaration") is made as of the 23rd day of September, 2020, by the Declarant and as approved by the affirmative vote or written consent, or a combination thereof, of Members representing at least sixty-seven percent (67%) of the Total Association Vote, pursuant to Section 12.2 of that certain Declaration of Covenants, Conditions, and Restrictions for Crown Mountain Swim and Tennis Club, dated March 28, 2003, and recorded in Deed Book H-31, Pages 44-78, Lumpkin County Records (the 'Declaration').

WITNESSETH

Whereas, pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the Declarant and by the Members upon the affirmative vote, written consent, or any combination thereof, of Members representing at least sixty-seven percent (67%) of the Total Association Vote, and

Whereas, Declarant has consented and Members representing at least sixty-seven percent (67%) of the Total Association Vote have affirmatively voted or provided written consent, or a combination thereof, to amend the Declaration for the purpose of changing the name of the community, amending the minimum square footage, and prohibiting short terms rentals in the community.

Now therefore, the Declaration is hereby amended as follows:

1. The name of the community is changed from Crown Mountain Swim and Tennis Club to The Overlook at Crown Mountain.

2. Section 1.3 of the Declaration is deleted in its entirety and replaced with the following provision:

1.3 "Articles of Incorporation" or "Articles": The Articles of Incorporation of The Overlook at Crown Mountain, Inc., as filed with the Secretary of State of the State of Georgia.

3. Section 1.4 of the Declaration is deleted in its entirety and replaced with the following provision:

1.4 "Association": The Overlook at Crown Mountain, Inc., a Georgia nonprofit corporation, its successors or assigns.

4. Section 1.7 of the Declaration is deleted in its entirety and replaced with the following provision:

1.7 "Bylaws": The Overlook at Crown Mountain, Inc., as they may be amended from time to time.

5. Section 8.4 (v) of the Declaration is deleted in its entirety and replaced with the following provision:

(v) Minimum Dwelling Size. The Design Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings. Upon written request of an Owner, the ARB may waive the minimum square footage requirement if, in the ARB's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties. According to the Design Guidelines, the minimum square footage is as follows:

(a) All single-story residences shall consist of a minimum of 2,100 square feet of heated living space.

(b) All multi-story residences shall consist of a minimum of 2,300 square feet of heated living space above grade level. The main level shall consist of a minimum of 1,700 square feet of heated living space, and there shall be a minimum of 600 square feet of heated living space on each additional floor above grade level. Any basement shall not be included in the minimum square footage calculation.

6. Section 9.3 of the Declaration is deleted in its entirety and replaced with the following provision:

9.3 Leasing. Units may be leased for residential purposes only. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a

copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association, and the lease term must exceed 30 days. The lease shall also obligate the tenant to comply with the foregoing. **No unit, lot or property under this declaration may be used for short term or vacation rentals, which for the purpose of this provision, shall be considered any rental for a period of 30 days or less.** The Board may require notice of any lease together with such additional information deemed necessary by the Board.

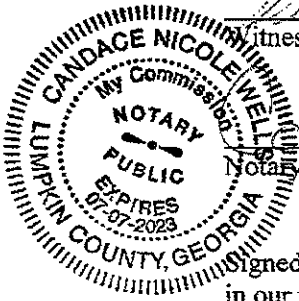
IN WITNESS WHEREOF, the undersigned execute this Supplemental Declaration.

Signed, sealed and delivered in our presence this 23rd September, 2020.

The Overlook at Crown Mountain, Inc.
By:

William T. Hardman (Seal)
William T. Hardman, Chairperson

Mary J. Escoe (Seal)
Mary J. Escoe, Secretary



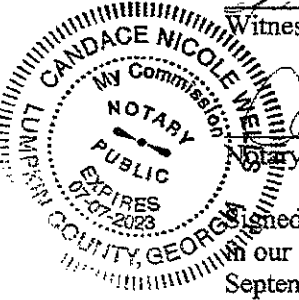
Witness

Notary Public

Signed, sealed and delivered in our presence this 23rd September, 2020.

Declarant:

William T. Hardman (Seal)
William T. Hardman, individually
and as Executor of the Estate of
Bill T. Hardman

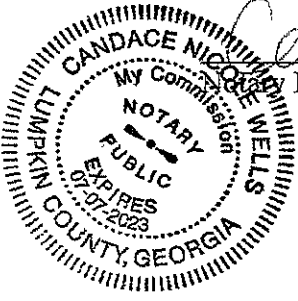


Witness

Notary Public

Signed, sealed and delivered in our presence this 23rd September, 2020.

Mary J. Escoe (Seal)
Mary J. Escoe



Witness

Notary Public