

This instrument prepared by/return to:  
Edward Ronsman, Esq.  
Jackson Law Group  
1301 Plantation Island Drive, Suite 304  
St. Augustine, FL 32080

**CERTIFICATE OF AMENDMENT**  
**OF THE**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR**  
**HAWTHORN AT BARTRAM PARK**

**THIS AMENDMENT** to the Declaration of Covenants, Conditions, Restrictions, and Easements for Hawthorn at Bartram Park ("Declaration") is made this 22<sup>nd</sup> day of January, 2018. The undersigned officers of Hawthorn Homeowners Association, Inc. ("Association") hereby certify that the following amendment to the Declaration was proposed by the Board of Directors and approved by the affirmative vote of sixty six and two-thirds percent (66 2/3%) of the Members voting in person or by proxy at the duly noticed and convened membership meeting of the Association held on January 22, 2018, in accordance with the procedures prescribed by the Declaration and Bylaws. The following provisions shall amend the provisions of the Declaration originally recorded at Book 12745, Page 245, et seq. of the Official Public Records of Duval County, Florida.

*(Additions are indicated by underline, deletions are indicated by ~~strikethrough~~)*

7.12 Capital Contribution.

In addition to all of the foregoing Assessments, each purchaser of any Lot shall be required to make a one-time working Capital Contribution to the Association. This working Capital Contribution shall be in the initial amount of Three Hundred Fifty Dollars (\$350.00), and may be increased by a Board-adopted resolution from time to time at a properly-noticed meeting of the Board of Directors. This working Capital Contribution shall not be considered an advance payment of any Assessments due to the Association. This working capital contribution may be used for any purpose for which the Board deems appropriate, including, without limitation, for operational expenses, reserves, capital improvements, or similar uses. This working Capital Contribution shall be due and payable to the Association at the time of the closing on each sale of any Residence. The working Capital Contribution required by this Section shall constitute an assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article.

Notwithstanding the foregoing, the Capital Contribution charge shall not be charged when property is transferred upon the following events:

- (1) Transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (2) Transfer to a relative resulting from the death of the Owner;

- (3) Transfer where the spouse or children of the previous Owner become an Owner of the property;
- (4) Transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the former Owner become an Owner of the property; or
- (5) Transfer into an inter vivos trust in which the Owner is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

The Board shall have the authority to require certain information related to the transfer of property prior to granting an exception to the Capital Contribution Fee requirement.

~~Each initial purchaser shall be required to make a one time capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit.~~

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18.8 Amendment.

This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by the written consent of ~~sixty-six and two-thirds percent (66 2/3%)~~ a majority of the Class A Members or upon a ~~sixty-six and two-thirds percent (66 2/3%)~~ majority vote of the Class A Members voting in person or by proxy at a regular Association meeting or a special meeting called for that purpose at which there is a quorum, which amendment shall become effective upon its filing in the public records of the County....

(Remainder left unchanged)

(Remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the President and Secretary of Hawthorn Homeowners Association, Inc. have executed this certificate on the date written above

Witnesses

Hawthorn Homeowners Association, Inc.

Stacy D. Gumbrell  
Signature of Witness 1

Patty A  
Signature of President

Stacy T. Gumbrell  
Printed

Printed Patty Atkinson

Harold  
Signature of Witness 2

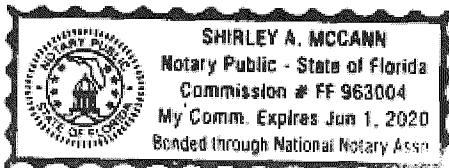
Loryn Rossmiller  
Signature of Secretary

Marisa L. Trauer  
Printed

Printed Loryn Rossmiller

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2018, by Patty Atkinson, as President and by Loryn Rossmiller, as Secretary of Hawthorn Homeowners Association, Inc.



Shirley A. McCann  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
SHIRLEY A. MCCANN

Personally Known or Produced Identification

Type of Identification Produced: Florida Drivers Lic.