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GWINNETT COUNTY, GA

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RICHARD ALEXANDER, CLERK

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After Recording, please return to:

Hawthorn Glen Homeowners Association, Inc.

910 Athens Highway

Suite K-229

Loganville, GA 30052

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS (hereinafter referred to as "HOA Covenant") FOR HAWTHORN GLEN HOMEOWNERS
ASSOCIATION, INC RECORDED IN BK2S150PG0019.**

THIS AMENDMENT (hereinafter referred to as "Second Amendment") is made this ^{24th}
day of ~~September~~ 2015 by HAWTHORN GLEN HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit
corporation (hereinafter referred to as "Association")

WITNESSETH

WHEREAS, Hawthorn Glen Homeowners Association, Inc., the " Association" executed that
certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for the
"Association" which was recorded November 14, 2001 in Deed Book 25150, Page 19, et seq., Gwinnett
County, Georgia records (hereinafter as supplemented and/or amended from time to time, the
"Association"); and

WHEREAS, Hawthorn Glen Homeowners Association, Inc., assigned the rights of Declarant
"Article 3.2" (Transition of the Association to Owner Control)

WHEREAS, Hawthorn Glen Homeowners Association, Inc., is the successor to KB Home Atlanta,
L.L.C which is the successor to Colony Homes, L.L.C (Grantee in "ASSIGNMENT OF RIGHTS OF
DECLARANT - Deed Book 32828, Page 66, et seq, Gwinnett County, Georgia Land records;); and

WHEREAS, Hawthorn Glen Homeowners Association, Inc. is the successor to "VENTURE
PARTNERS LLC (Grantor in "ASSIGNMENT OF RIGHTS OF DECLARANT - Deed Book 32828, Page 66, et
seq, Gwinnett County, Georgia Land records)

WHEREAS, the Association is a non-profit corporation organized under the Georgia Nonprofit
Corporation Code to be the Association and have the power and authority set forth therein; and

WHEREAS, the association, acting through its Board of Directors desires to amend the
Declaration to:

1. change Article 11.3 (Self-Help) thus:

"In addition to any other remedies provided for herein, the Board of Directors of the "Association"
directly or through its duly authorized or appointed agent/s shall have the power to enter any Lot or any
other portion of the Community to abate or correct or remove any structure, thing or condition which
violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. The violating
Owner shall be given three (3) days' written notice of the intent to exercise self-help. Notwithstanding

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BK53853 PG0295

the foregoing, any wrongly parked vehicles or automobiles (car, bus, trailer, van etc.) licensed or unlicensed may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment .

2. Add "Article 11.18" (Covenant Enforcement Czar) to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAWTHORN GLEN HOMEOWNERS ASSOCIATION, INC.

3. Define "Article 11.18" (Covenant Enforcement Czar) thus:

"The Association through its Board of Directors shall appoint a "Covenant Enforcement Czar", an individual (duly authorized by the "Association") whose sole responsibility is to enter any Lot or any other portion of the Community to identify conditions which violate this Declaration, leave a notice (letters, stickers, labels, sticky labels, signs) for the violating Owner on a visible part of the Lot or other portion of the Community and record the violation on behalf of the HOA.

4. change "Article 7.3" (Leasing) to "Article 7.3" (Leasing & Rental Restriction) thus:

"Any individual or corporation or investor or group of people or company whose intent is to buy or acquire a property or properties at Hawthorn Glen and Hawthorn Farms Subdivisions for the sole purpose of rental or leasing can no longer do so hence "Rental Restriction " is established. Existing homeowners wishing to lease or rent their properties shall contact the "Association" through its Board of Directors for further instructions.

NOW THEREFORE, the undersigned hereby adopt this Second Amendment to the " DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HAWTHORN GLEN HOMEOWNERS ASSOCIATION, INC., hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration as amended above and:

1.

Unless otherwise defined herein, the words used in this Second Amendment shall have the same meaning as set forth in the Declaration.

2.

The Second Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia.

3.

Except as herein modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Directors have caused this Second Amendment to be executed under seal the day and year first above written.

BK53853 PG0296

By: *Samuel Marrow*
Samuel Marrow / HOA President

By: *Kimmedra Lockett*
Kimmedra Lockett / HOA Secretary

By: *Madeline J. Shelton*
Madeline J. Shelton

Signed, Sealed and delivered in the presence of:

[Signature]
Witness

Notary Public *[Signature]*
KIYANA MUNROE

