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REPLY TO WEST PALM BEACH

December 28, 1998

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

000002725980--3
-12/30/98--01035--015
*****87.50 *****87.50

Re: Hamlet Residents Association, Inc.
/Amendments (Articles of Incorporation)


To Whom It May Concern:

Enclosed is the First Articles of Amendment to the Articles of Incorporation of Hamlet Residents Association, Inc. Also enclosed is the Association's check number 2727 in the amount of \$87.50 payable to: Department of State.

Please accept these items for filing. At your earliest opportunity, please forward to the undersigned a certified copy of the Amendment. The check provided is for filing and copying fees.

Thank you in advance for your attention to this matter. If you should have any questions, or if I can be of assistance, then please do not hesitate to call me.

Very truly yours,


Scott A. Stoloff
For the Firm

SAS/
Encl.
cc: Hamlet Residents
Association, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 DEC 30 AM 8:47

FILED

AMEND
1-11-99
cc-cus

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**SECOND ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
HAMLET RESIDENTS ASSOCIATION, INC.**

Pursuant to the provisions of the Florida Not For Profit Corporation Act, Chapter 617 Fla. Stat. (1997), Hamlet Residents Association, Inc. adopts the following Second Articles of Amendment to the corporation's Articles of Incorporation and states as follows:

FIRST: The name of the corporation is Hamlet Residents Association, Inc.

SECOND: The corporation adopted amendments to its Articles of Incorporation as set forth in Exhibit "A".

THIRD: The Amendments were adopted by the corporation's Board of Directors on July 21, 1998.

FOURTH: The amendments were approved by written consent given in accordance with §617.0701(4) Fla. Stat. (1997). The date of adoption of the amendments by the corporation's members was December 8, 1998, and the number of votes cast for the Amendment was sufficient for approval.

Dated this 22nd day of December, 1998.

Witnessed by:

Hamlet Residents Association, Inc.

Maureen Turner

By: Edward W. Turner
Ed Turner, President

Print Name: MAUREEN TURNER

Melinda Weigt

By: Alvin Quint
Alvin Quint, Secretary

Print Name: Melinda Weigt

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 22nd day of December, 1998 by Ed Turner and Alvin Quint, the President and Secretary, respectively of Hamlet Residents Association, Inc., who are personally known to me or who have produced _____ as identification and who did not take an oath.

Audrey L. Hetelson
PRINT NAME Audrey L. Hetelson
Notary Public, State of Florida
Serial Number: CC 537464
My commission expires: 3-4-2000

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EXHIBIT "A"

The Association's Articles of Incorporation are amended as follows (the language added is underlined; the language deleted is ~~struck out~~):

1) Article III.C of the Articles of Incorporation of Hamlet Residents Association, Inc. is amended by adding a new paragraph "G" as follows:

G. Enter into cable, satellite, or other television signal distribution system agreements, including providing easements for the agreements with charges and expenses collectible as part of annual assessments.

2) Article XIII of the Articles of Incorporation of Hamlet Residents Association, Inc. entitled "Indemnification of Officers and Directors," is amended as follows (the following contains a substantial rewording of Article XIII. See Article XIII for present text):

1) The ASSOCIATION shall indemnify any ASSOCIATION director, officer, employee, or agent ("Indemnitee") who was or is made a party or is threatened to be made a party to any threatened, pending or contemplated claim, action, suit, arbitration or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the Indemnitee is or was serving the ASSOCIATION, unless the Indemnitee admits or is adjudged to be either guilty of a crime or liable for a violation of public policy, gross negligence, willful malfeasance or intentional misconduct in the performance of a duty owed to the ASSOCIATION.

2) An Indemnitee may not enter into a settlement by or on behalf of the ASSOCIATION without the ASSOCIATION'S prior written authorization and approval. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person committed a crime, violated public policy or engaged in gross negligence, willful malfeasance or intentional misconduct in the performance of a duty owed to the ASSOCIATION.

3) To qualify for indemnification, an Indemnitee must cooperate completely with the ASSOCIATION in connection with all matters concerning any claim, action, suit, arbitration, or proceeding, whether pending, threatened, or contemplated. An Indemnitee has the continuing obligation to promptly and thoroughly notify the ASSOCIATION of any claim, action, suit, action, or proceeding whether pending, threatened, or contemplated against such person.

a) Indemnification shall be made for expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense, notwithstanding that he or she has not been successful, on the merits or otherwise, on any other claim, issue, or matter in any such claim, action, suit, or proceeding. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. The ASSOCIATION shall have the power and authority to approve counsel retained and all expenditures.

b) Indemnification shall occur unless: (1) the Indemnitee admits either guilt for a crime or liability for a violation of public policy, gross negligence, willful malfeasance or intentional misconduct, or (2) a Court in which such action or suit was brought determines upon application that the Indemnitee committed a crime or engaged in gross negligence, willful malfeasance or intentional misconduct in the performance of a duty to the ASSOCIATION. Indemnification shall not include indemnification for any action of an Indemnitee for which indemnification is deemed by a Court to be against public policy. In the event that indemnification provided under this Article is deemed by a Court to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

4) This indemnification shall not be exclusive of any other right to which an Indemnitee may be entitled under any statute, the ASSOCIATION's By-Laws, agreement, vote of members or disinterested directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding such offices or positions. Indemnification shall continue as to a person who has ceased to be an Indemnitee and shall inure to the benefit of the heirs, executors and administrators of such a person.

5) The ASSOCIATION shall use its best efforts, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any guilt or liability asserted against an Indemnitee in any of his or her capacities as described in this Article, whether or not the ASSOCIATION would have the power to indemnify him or her under this Article.

6) Any person requesting indemnification may attempt to be indemnified pursuant to any insurance maintained by the ASSOCIATION for indemnification against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement as described above. The ASSOCIATION shall be obligated to indemnify the person, if the person is entitled to indemnification by the ASSOCIATION, only to the extent that such insurance does not fully indemnify such person. If any expenses, judgment, fines or amounts paid in settlement are paid pursuant to insurance maintained by the ASSOCIATION, then the ASSOCIATION shall have no obligation to reimburse the insurance company.

7) The invalidity or unenforceability of any provision of this indemnification shall not in any way affect the remaining provisions, which shall continue in full force and effect.