

NO 1000000785

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

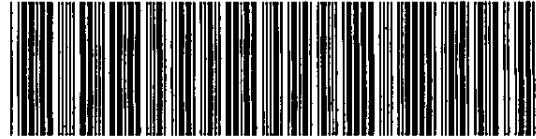
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



300311038873

03/27/18--01002--016 \*\*43.75

Amel

R. WHITE

APR 24 2018

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

18 APR 23 AM 10:20

FILED



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 10, 2018

MICHAEL MARGIO CPA  
600 N. THACKER AVE STE D33  
KISSIMMEE, FL 34741

SUBJECT: THE HAMLETS OWNERS ASSOCIATION, INC.  
Ref. Number: N01000000785

We have received your document for THE HAMLETS OWNERS ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

*If you are filing articles of amendment, the attachement that follows cannot be called "Restated articles." If you are filing Restated articles, then you cannot also include articles of amendment.*

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White  
Regulatory Specialist II

Letter Number: 418A00007206

RECEIVED  
18 APR 23 PM 2:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 28, 2018

MICHAEL MARGIO CPA  
600 N THACKER AVE STE D33  
KISSIMMEE, FL 34741

SUBJECT: THE HAMLETS OWNERS ASSOCIATION, INC.  
Ref. Number: N01000000785

We have received your document for THE HAMLETS OWNERS ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White  
Regulatory Specialist II

Letter Number: 118A00006279

RECEIVED  
18 APR - 9 PM 2:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**FD-1** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** The Hamlets Owners Association, Inc.

**DOCUMENT NUMBER:** \_\_\_\_\_

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Michael Margio, CPA  
(Name of Contact Person)

M. Margio, C.P.A.  
(Firm/ Company)

600 N. Thacker Ave. Suite D 33  
(Address)

Kissimmee, FL. 34741  
(City/ State and Zip Code)

mgm1058@aol.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sharon Russo, President at 603 321-3356  
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|--|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

18 APR 23 AM 10:20

The Hamlets Owners Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name

B. Enter new principal office address, if applicable:  
(Principal office address MUST BE A STREET ADDRESS)

Michael G. Margio CPA  
600 N. Thacker Ave Suite D33  
Kissimmee, FL 34741

C. Enter new mailing address, if applicable:  
(Mailing address MAY BE A POST OFFICE BOX)

600 N. THACKER AVE. Suite D33  
Kissimmee, FL 34741

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

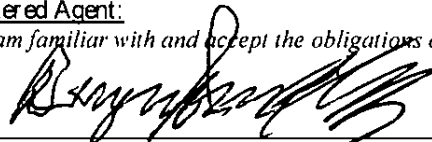
Name of New Registered Agent: Benjamin J. Miranda  
600 N. Thacker Ave RB1 Suite D31  
(Florida street address)

New Registered Office Address:

Kissimmee, Florida 34741  
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.



Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove. and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

*n/a*

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

**E. If amending or adding additional Articles, enter change(s) here:**  
(attach additional sheets, if necessary). (Be specific)

see attached paperwork

CC & DEs

The date of each amendment(s) adoption: 2/24/2018, if other than the date this document was signed.

Effective date if applicable: 3/22/2018  
(no more than 90 days after amendment file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Adoption of Amendment(s) (CHECK ONE)**

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 3/22/2018

Signature Sharm R Russo  
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator -- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Sharm R. Russo  
(Typed or printed name of person signing)

President, HOA  
(Title of person signing)



This Amended: Articles of Incorporation for THE HAMLETS OWNERS ASSOCIATION INC. shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto sets its hand and seal as of this day 22<sup>nd</sup> day of March, 2018.

WITNESSES:

The Hamlets Owners Association

Name: Sharon R. Russo

Sharon R. Russo

Title: President

Print Name: Sharon R. Russo

Sign Sharon R. Russo

Print Name: Jose Luis Ramos

Sign Jose L. Ramos

State of Florida

Osceola County

The foregoing was acknowledged before me this 22<sup>nd</sup> day of March, 2018 by Sharon R. Russo, as President of THE HAMLETS OWNERS ASSOCIATION, INC. a Florida non-profit corporation personally known to me on behalf of the corporation.

ATTORNEY BENJAMIN JIMENEZ

Benjamin Jimenez



BENJAMIN JIMENEZ  
MY COMMISSION # GG 088687  
EXPIRES: March 30, 2021  
Bonded Thru Budget Notary Services

*Attorney Benjamin Jimenez Miranda*  
*Amendments to Articles of Incorporation*

## THE HAMLETS OWNERS ASSOCIATION INC.

1. **Name and Location:** The name of the corporation is The Hamlets Owners Association, Inc. The principle office of the corporation shall be located at Michael Margio, CPA 600 N. Thacker Ave. Suite D33, or such other location determined by the Board of Directors (the Board) from time to time.
2. **Definitions:** The definitions contained in the Amended Articles of Incorporation for The Hamlets (Declaration) relating to the residential community known as The Hamlets recorded in the Public Records of Osceola County, Florida, are incorporated herein by references and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

**Annual Members Meeting:** Shall have the meaning assigned to such term in Section of these By-Laws.

**Association:** Shall mean and refer to The Hamlets Owners Association, Inc. It's successors and assigns.

**ARC:** Shall mean the Architectural Review Committee for The Hamlets

**Articles:** Shall mean the Amended and Restated Articles of Incorporation for the Association, as amended from time to time.

**By-Laws:** Shall mean these By-Laws, together with the amendments and modifications thereof.

**Common Area:** Shall mean all interests in real property (including easements, licenses, and improvements thereto and personal property thereon) owned by, benefitting or dedicated to the Association for which The Association is charged with maintenance for the common use and enjoyment of the Owners. Common Areas shall specifically include those elements which the Association is required to maintain and which are located on publically dedicated land, including any commonly used recreational facilities, any conservation easement, any private utilities and the Surface Water Management System.

**Declaration:** Shall mean this Declaration of Covenants, Conditions, and Restrictions of The Hamlets, as modified from time to time.

**Enforcement:** The Association, or Board of Directors shall have the right to enforce, by any proceeding at law or in equity, all Restrictions, Conditions and Covenants, liens and charges

ARRANDO RAMIREZ OSCEOLA COUNTY, DATE 03/22/2018 02:11:37 PM  
FILE # 2018046386 BK 5305 Pgs 959-982 (24 Pgs) REC FEES \$205.50



now and hereafter imposed by the provisions of this Declaration, and as guided by Florida State Statutes.

**Member:** Shall mean member of the Association, a homeowner in The Hamlets.

**Minutes:** Shall mean the minutes of all Member and Board Meetings, which shall be in the form required by Florida Statutes. In the absence of Florida Statutes the Board shall determine the form of the minutes.

**Official Records:** Shall mean all records required to be maintained by Association pursuant to Section 720.303 (4) of the Florida Statutes, as amended from time to time.

**Short Term Rental:** Weekly rentals for vacationers are expressly authorized by the zoning ordinances of The Hamlets in Osceola County. The Homes to be rented must be owned by a Member and they are responsible for the activities and behavior of their tenants. If a property is managed by an outside management company a license for such is to be left with the Board of Directors and any changes in that license shall be reported to the Board.

**Special Members Meeting:** Shall have the meaning of a special meeting for consideration and vote of a specific situation that needs to be resolved.

**Voting Interests:** Shall mean the voting rights held by the Members or Owners.

### **3. Owners of the Association:**

3.1 Each Owner shall be a Member of Association. No person who holds an interest in a home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. The following rules shall govern who may exercise the Voting Interest associated with each Home.

3.2 Home owned by husband and wife: Either husband or wife (but not both) may exercise the voting interests with respect to a Home. If they cannot agree, neither may exercise the Voting Interest.

3.3 Home owned by a trust: The trustee is deemed the Voting Interests of the property or a person or persons appointed by the trustee. This designation may occur after said Trustee/or Trustees presents a letter from an attorney or affidavit acceptable to the Board of the Association including the identification of the person who should be treated as the Owner for purposes of Voting Interests. Such letter must be sent to the Secretary at least ten (10) days prior to voting.

3.4 Home owned by multiple individuals: Only one Owner may exercise the Voting Interests and can be chosen by the other individual Owners. This choice shall be presented to the Secretary at least (10) days prior to voting.

3.5 Association Liability: As long as the Association acts in good faith to assume the validity and accuracy of a statement or assertion contained in writing, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise their Voting Interest. In addition the Board may impose additional requirements respecting the exercise of Voting Interests.

3.6 The Annual Meeting: Annual Members Meeting shall be held once each year on a date, and at a time and place to be determined by the Board.

3.7 Special Meeting: Special Meetings of the Owners may be called by the President, or a majority of the Board, or upon request of twenty percent (20%) of the Voting Members. The business to be conducted shall be limited to the extent required by Florida Law. Members residing out of the country may vote on The Hamlets website and residents residing over one hundred (100) miles away from The Hamlets may place their vote on the website. A valid email and current address is required for each vote. Any member delinquent more than 60 days in HOA fees may vote only at the sole discretion of the Board.

3.8 Notice to Owners: Written notice of each Owners meeting shall be mailed to each Owner entitled to vote not less than twenty days (20) and not more than sixty days (60) ahead of such meeting. The notices will specify the intent of the meeting, the time, date and place of the meeting. The notices may be sent electronic mail when such addresses are provided, and where not, must be posted to the last address available to the Association. However, in the event of an emergency, the Board may convene with two (2) days notice, a Special Meeting to resolve such emergency.

3.9 A Quorum of Members: As many Members as arrive to vote will be considered a quorum, as well as those who vote by electronic mail. The majority of Owners present shall determine the decision of the actions to be taken.

3.10 Proxies: All Proxies shall comply with the provisions of Section 720.306 (6) of Florida Statutes and be filed with the Secretary at least ten (10) days prior to the Meeting.

#### **4. BOARD OF DIRECTORS**

4.1 Number: The Board of Directors shall manage the affairs of the Association, and shall consist of not less than three (3) and not more than five (5) persons. The Board shall include home owners of a property in The Hamlets and shall be residents therein. There shall be an allowance to serve out a term if a Board member relocates locally in FL during the term of service. The President shall serve a three (3) year term, the Vice-President shall serve a three (3) year term and the Secretary/Treasurer shall serve a three (3) year term. The Directors serving the ARC and Violation committees shall serve one (1) year. ARC and Violation Committee members may be appointed by the Board. In the event of a resignation or death, the remaining Board members may fill that vacancy.

4.2 Compensation: NO Director or Board member shall receive any compensation for any service rendered as a Director of Association, provided however; any Director may be reimbursed for actual expenses incurred as a Director.

4.3 Elections: The Election of the Board will take place at the appropriate time and year at the annual meeting and will be done on written ballot.

#### **5. Meetings of Directors:**

5.1 Regular meetings shall be at a time and place and held on a schedule adopted by the Board.

5.2 Special Meetings: Shall be held when called by the President or any two (2) Directors. Each Director shall be given two (2) days notice except in the case of emergency, Notice may be waived. Telephone conference meetings are permitted.

5.3 Emergencies: In the event of immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot convene to determine a course of action, the President or other Officer or Director, shall be authorized to take such action on behalf of Association as required to appropriately respond to the emergency situation, including the expenditures of Association funds in the minimum amount as may be required under the circumstances.

5.4 Quorum: The majority of the number of Directors shall constitute a quorum for the transaction of business.

5.5 Open Meetings: The meetings of the Board shall be open to all Owners.

5.6 Notice of Meetings: Notice of an upcoming Board meeting time and location shall be posted in a conspicuous place for at least 48 hours in advance of such meeting.

**6. Powers and Duties of the Board:**

6.1 Powers: The Board shall have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including but not limited to, the power to cause Association to do the following:

- a. General: Exercise all powers, duties and authority vested in or delegated to Association by law, and in these BY-Laws, the Articles of Incorporation, including without limitations, adopt budgets, levy Assessments, and enter into contracts with providers and vendors. Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required by Law.
- b. Rules and Regulations: Adopt, publish, promulgate and enforce rules and regulations governing The Hamlets by the Members, tenants, guests, and invitees, and to establish penalties and fines for the infraction thereof subject only to the requirements of Florida Statutes.
- c. Enforcement: Suspend the Voting Right of a Member during any period which such Member shall be in default in the payment of any Assessment or charge levied or collected, by Association.
- d. Hire Contractors: Enter into a contract or agreement with a vendor for the maintenance and safety of the Members of The Hamlets and to describe their duties and delegate such manager or other person or entity any or all of the duties and functions of Association and /or its Members.
- e. Common Area: Acquire, sell, operate, lease, manage and otherwise trade and sell with property, real and personal including the Common Area. And with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.
- f. Vote: The Board shall exercise all powers so granted except where the Articles of Incorporation or these By-Laws specifically require a vote of the Members.
- g. President: The President shall preside at all meetings of Association and Board, sign written documents and perform such other duties as may be required by the Board.

- h. The Vice-President: The Vice-President shall act in the place and stead of the President in the event of absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.
- i. Secretary: The Secretary shall record the votes and keep the Minutes of all meetings of the Association and affix it on all papers required to be sealed, serve notice of meetings of the Board and of Association, keep appropriate current records showing the names of the Members of Association together with their addresses, and perform such other duties as required by the Board.
- j. Treasurer: The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board. The Treasurer shall work with the CPA or management company to ensure that the aforementioned is done in a timely manner and to keep current knowledge of the expenses and collections of assessments relative to Members of the Association.

#### **7. Committees:**

7.1 General: The Board may appoint such committees as deemed appropriate. The Board may fill all vacancies on all committees.

7.2 Records: The Official records of Association shall be available for inspection by any Member.

#### **8. Architectural Review Committee:**

Architectural Review Committee: The ARC shall be a committee that shall administer and perform the architectural and landscape review and control functions relating to The Hamlets. The ARC shall consist of three (3) members who shall hold office at the pleasure of the Board.

8.1 The ARC shall have the right to approve or disapprove all architectural, landscaping and improvements within The Hamlets. ARC shall have the right to evaluate all plans and specifications as to the exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures and conformity with such other reasonable requirements as shall be adopted by ARC.

8.2 No improvements shall be constructed, no exterior of a home shall be repainted, no landscaping, sign or improvements erected, removed, nor shall any material addition to or any change from the exterior of the Home be made until the plans and specifications

showing the nature, kind, shape, height, materials, floor plans, color schemes, and the location of the same shall have been submitted in and approved in writing by the ARC.

8.3 Procedure: In order to obtain the approval of ARC, each Owner shall submit an application to the ARC with respect to any proposed improvement or material change.

8.4 In the event the information submitted to the ARC is in the Committees absolute opinion incomplete or insufficient in any manner the ARC may request and require the submission of additional or supplemental information.

8.5 NO later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable in the ARC's sole and absolute discretion.

8.6 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

8.7 Variances: The Board of Association shall have the power to grant variances from any requirements set forth in this Declaration or from the ARC Review requirements, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant.

8.8 Permits: The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes. Each Owner shall deliver to the ARC copies of all construction and building permits as and when received by the Owner. Each construction site shall be maintained in a neat and orderly condition throughout construction. All debris and refuse shall be removed or placed in a dumpster on a daily basis. No hazardous waste or toxic materials shall be stored, handled and used, including without limitation, gasoline, and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property.

8.9 There shall be provided to ARC a list (name, address, telephone number and identity of contact person) of all contractors, subcontractors, manpower, and suppliers, and changes to the list as they occur relating to those who are entering The Hamlets for construction activities.



8.10 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the ARC by all of its employees and Contractors. In the event of a violation to the conditions by any contractor or employee the ARC shall have the right to hereunder, after five (5) days notice, to prohibit the violating employees or contractor from performing any further services in The Hamlets.

8.11 Inspection: There is reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of the property of The Hamlets at any time within reasonable daytime hours for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or the ARC requirements. Every effort will be made by the Board and ARC to address concerns directly with the owner at the worksite.

8.12 Violation: Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs, and attorney's fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, collections, and bankruptcy, incurred by Association and/or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of these By-Laws. The ARC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Architectural Review Requirements, by any legal or equitable remedy.

8.13 Court Costs: In the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or the enforcement hereof, or to cause the removal of any unapproved improvement, Association and/or ARC shall be entitled to recover court costs, expenses and attorney's fees and paraprofessional fees pre-trial and at all levels, including appeals, collections and bankruptcy, in connection therewith.

8.14 Exculpation: Association, the directors or officers of Association, the ARC, the members of the ARC or any person acting on behalf of any of them including, without limitation, officers, directors, employees and assigns, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of Association, ARC or their members, officers or directors in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by

acquiring title to a Home, that it shall not bring any action or suit against Association or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold the ARC and each of their member, officers and directors harmless for all costs, expenses and liabilities including attorneys fees and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association ARC or their members, officers and directors. Also the aforementioned, Association and ARC shall not be liable for any defects in any plans or specifications or the failure of same to comply with applicable laws or code not for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction pursuant thereto.

**Common Areas:**

9. **Common Areas:** Every Owner shall have a right and easement of enjoyment in the Common Areas during their occupancy in The Hamlets which shall be appurtenant to and shall pass with the title of every Home, subject to the following provisions:
  - 9.1 The right of the Association to levy fines and to suspend the voting rights and use of the common Areas by Owners, their tenants, and guests for any period during which any assessment or other money due from any party that may be liable for such, including any Owner or successor of such Owner with regard to any fine, assessment or charge that may be made by the Association.
  - 9.2 Association may not convey, sublease, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without the approval of a majority of the Members voting a two-thirds vote (2/3) to be held at the a special meeting called for that purpose. An impact study must be done by the appropriate agencies to determine the impact of any changes to the Common Areas concerning the Surface Water Management System, any wooded areas, wildlife habitat, or potential water runoff of toxins into the surrounding waterways and creeks.
  - 9.3 Obstruction of Common Area: No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the discretion of the Association or Florida State Law.
  - 9.4 Assumption of Risk: Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas including without limitation, (a) noise from maintenance equipment, (b)

the use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by removal of trees or shrubs (e) The Association is not liable for any discomfort or illness or injury sustained by the interaction of any user of the Common Areas with any wildlife or domestic pets present in the area.

9.5 Common Areas: Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace, protect and insure the Common Areas, including all improvements placed thereon. The Association shall pay all taxes, if any, assessed against the Common Area.

9.6 There are no Owners rights for access, recreation, fishing, dumping or otherwise use or disturb the retention pond which is part of the Surface Water Management System except as the Association expressly grants. There are dangerous wildlife habitats in and around the Surface Water Management System.

9.7 No rubbish, trash or garbage or other discarded items shall be placed or allowed to remain upon the Common Area. A fine up to \$100.00 for littering will be levied.

9.8 The Association shall at all times pay for adequate insurance policies of public liability, fire and extended casualty insurance upon the Common Areas. The aforesaid policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors may determine, and the Board may obtain such other type of insurance as they deem advisable.

9.9 Capital Improvements to Common Areas: All Capital improvements to the Common Areas except for regular maintenance shall require the approval of two-thirds (2/3) vote of the Members who are voting at a meeting duly called for this purpose.

9.10 Surface Water Management System: The Surface Water Management System is part of the Common Areas and shall be the perpetual responsibility of the Association. The Surface Water Management System shall be used only in accordance with approvals obtained from governmental agencies having jurisdiction over the system.

9.11 Video Surveillance. The Association and its contracted services may visually monitor activities in and around the Common Areas to ensure the safety and welfare of the Residents. In the event of illegal activities the proper authorities and agencies will be notified and the offending Owner (or Owner's tenants) shall be responsible for all damages upon the Common Area required by the Board, and as the Board solely and absolutely rules. The fine for the offensive behavior shall be levied upon the Owner of the Home in the amount set by the discretion of the Board.

---

**10. MEMBERSHIP:** Owners obligation of Assessments. Upon acceptance of a title to a Home, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be appurtenance to and may not be separated from, the ownership of a Home.

10.1 In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. Transfer shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. In the event that upon the conveyance of a Home an Owner fails to comply with this Declaration, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

10.2 Ownership by Entity: In the event that an Owner is other than a natural person that Owner shall prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register in writing such persons with Association. All provisions of the Declaration and other Association Documents and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

10.3 Voting Interests and Suspension: Voting interests in Association are governed by the provisions of the Articles and By-Laws. The Voting Interest of an Owner for nonpayment of Assessments that are delinquent in excess of sixty (60) days will be suspended until such time as full payment is made or the Board determines a different solution.

**ASSESSMENTS:** Types of Assessments.

11.1. Each Owner by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by the Association. All Owners shall pay assessments.

11.2 Purpose of Assessments: The Assessments levied by Association shall be used for, among other thing, the purpose of protecting the recreation, health, and welfare of the residents of The Hamlets and in particular for the improvements and maintenance of the Common Areas

and any easement in favor of the Association as well as the Surface Water Management System.

11.3. Assessments of any kind for the creation of reasonable Reserve for any of the aforesaid purposes to the extent permitted by applicable law at such time as there are improvements necessary on Common Areas. Assessments pursuant to this Section shall be payable in such a manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Once established Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes.

11.4. Creation of the Lien and Personal Obligation. Each Owner by acceptance of a deed or instrument of conveyance for the acquisition of a title to a Home, shall be deemed to have covenanted and agreed that the Assessments and other charges and fees set forth herein together with interest, late fees, costs, and reasonable attorney's fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom the each such Assessment is made. The Lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of Owner, and the amounts due as of that date. The Association must send the Owner a demand for past due Assessments in writing after said fees remain unpaid for more than thirty (30) days. The claim of lien shall also cover all additional fees and amounts which accrue after said claim is recorded and shall be the personal obligation of the Home Owner, Owner's heirs, successors, personal representatives, or assigns. Each Owner is jointly and severally liable with the previous Owners for all unpaid assessments that came up due up to the time of transfer of title to the Home.

11.5 Subordination of Lien to Mortgage. The lien for Assessments shall be subordinate to (a) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in Public Records prior to the claim of Lien. (b) The lien shall be subordinate to first mortgage liens and tax liens. (c) The lien for Assessment shall not be affected by any sale or transfer of a Home (d) the sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

11.6 Non-Payment of Assessments. If any Assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00 per month (or such amount as established by the Board) may be levied. In addition any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law, per annum beginning from the due date

till paid in full. The Association may bring action forty-five (45) days after the Owner has been provided with written notice of the Associations intent to claim a lien against the Home and collect the unpaid amounts.

11.7 Non-paid Assessments. The Association shall not be required to bring such an action if it believes that the best interest of the Association would not be served by doing so. There shall be added to the Assessment all costs in preserving the priority of the lien and all costs and expenses of collection including, attorney's fees, Para-professional fees, pre-trial and at all levels of proceedings including appeals. Any payment of the fees past due received and accepted by Association shall be applied first to any interest accrued, then to any late fees due, then to any costs and reasonable attorney's fees incurred in collecting the Assessments. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of or the waiver of the right to use the common Area or by the abandonment of a Home.

## **12: Requirement of the Association to Maintain Insurance:**

12.1 The Association shall be required to maintain all insurance as deemed necessary by the Board.

12.2 Liability Insurance: commercial general liability insurance coverage providing coverage and limits deemed appropriate.

12.3 Directors and Officers Liability Insurance: Each member of the Board shall be covered by directors and officer's liability insurance in such amounts and with such provisions as approved by the Board.

12.3 Each Owner shall be required to maintain property insurance adequate to maintain his or her Home. Such insurance should be sufficient for necessary repair, reconstruction work and also cover the cost of demolishing a severely damaged Home.

12.4 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed, by fire or other casualty, the Owner of such Home shall do one of the following, (a) the Owner shall begin reconstruction and /or repair of the House, or the Owner shall tear the Home down, remove all the debris, and re-sod or re-seed and landscape the property comprising the Home as required by the ARC. If the Owner chooses to reconstruct the Home the work must begin within thirty (30) days of the receipt of the Insurance proceeds. If the Owner chooses to demolish the Home the choice must be brought before the ARC who will determine the length of time to be permitted for such demolition. No longer than six (6) months. The Association and ARC shall have the right to inspect the progress of all work at the Home. The Association will

have the right to bring action against any Owner who fails to perform the repairs or the demolition within the time frame allotted the Owner by the ARC.

12.5 Additional Rights of Association: In the event the Owner fails or refuses to perform the required work or demolition on the Home, then Association in its sole and absolute discretion by and through its Board is hereby irrevocably authorized by such Owner to perform the required repair or demolition of the Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be repaired or rebuilt. The Board may levy an Individual Assessment against the Owner in whatever amount may be sufficient to adequately pay for required repair or demolition performed by Association.

12.6 Association has no Liability. Notwithstanding anything to the contrary of this Section, Association, Directors, Officers, shall not be liable to any person should an Owner fail for any reason whatever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

12.7 Nature of Reconstruction. Any reconstruction of improvements to a Home shall be substantially in accordance with the plans and specification of the original improvement or when the Home was originally constructed and shall conform to the current governmental regulations. The Owner may undertake reconstruction in accord with the plans, drawings and specifications in writing by the ARC.

### **13: Property Rights of Home Owner.**

13.1 Owners Easements of Enjoyment. Every Owner shall have a right to and easement of enjoyment in and to the Common Area during their occupancy in a Home which shall be appurtenant to and shall pass with the title of every Home subject to the following provisions: (a). No Owner or his/her guests shall disturb the Surface Water Management System in any way such as fishing, or any other manner of recreation thereon. (b) Each Owner assumes all risk of injury or death on such Common Areas. (c) The right of Association to suspend Owners use of Common Areas due to unpaid fines owed the Association until such time as levied fines are paid.

13.2 Leases. Homes may be leased or occupied only in their entirety and no fraction or portion may be rented. Short term rental units shall be rented to a family for a minimum of one week. No time-share or similar arrangements shall be sold in The Hamlets. No bed and breakfast facility may be operated out of a Home. Individual rooms in a Home may not be leased on any basis. No transient Lessees may be accommodated in any Home in The Hamlets. No Day Care business shall be operated out of a Home. No yard sales are allowed except in the Common Area adjacent to the gate. All attending vehicles MUST be parked on the street around the

corner from the Common Area. No vehicles are to be parked so as to block the gate area or the turnaround access.

Owner's must make available a copy of these Covenants, Conditions, and Restrictions to each Lessee and have them available for review in each Home. The Owner is financially responsible for all actions of their occupants, short-term renters and Lessees. Notwithstanding the foregoing, this Section shall not apply to a situation where an owner or resident of a Home receives in-home health care by a professional care giver residing within the Home.

13.3 Each Home is restricted to residential or short-term rental (minimum one week.) Each Home shall be used as a residence by the Owner, or permitted occupant thereof, family, guests, Lessees and invitees. All Leases and occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association upon request. Rental Homes shall not be required to submit such information unless specifically requested by Association in the connection with the enforcement of this Declaration or Rules and Regulations.

13.4 Pubic Easements. Fire, Police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from their systems.

13.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or tenants of the Owner's Home subject to the provisions of the Declaration and the Rules and Regulations as may be promulgated from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein. All Owners shall make their tenants and occupants fully aware of the Rules and Restrictions governing The Hamlets.

13.6 Easement in Favor of Association. Association is hereby granted an easement over all of The Hamlets including all Homes for the purpose of constructing, maintaining, replacing and operating on all Common Areas, walls, fences and landscaping areas.

13.7 No above ground pools shall be permitted. All pools shall be adequately maintained and chlorinated. Unless approved by ARC slides, diving boards, platforms and such equipment shall not be permitted.

13.8 All personal property of the Owner or occupant of Home shall be stored within the Home. No personal property may be stored on the Common Areas.



---

13.9 Paint. All Homes shall maintain a good exterior paint and shall be required to repaint or pressure wash as needed or as determined by ARC within forty-five (45) days of such written notice to the Owner.

13.10 Nuisances. No nuisance that is the source of unreasonable annoyance to others or which interferes with the peaceful enjoyment of others is permitted. A quiet time shall be observed from 10:00 PM weekdays till 7:30 AM weekday. Weekend's quiet time shall be observed beginning at 11:00 PM. No firearms are permitted to be discharged in The Hamlets. Nuisance shall include without limitation, playing music loudly, and pets barking after quiet time, screaming and other loud noises within the designated quiet time. Violations shall be the responsibility of the Home Owner and an Individual Assessment or fine will be levied against the Owner of the property in accordance with the Florida State Statutes. The Owner has the sole responsibility to inform his/her tenants of the Rules governing Quiet Time and shall be expected to oversee this regulation. Owners shall be required to leave a copy of the Covenants, Conditions, and Requirements in each rental home for the tenants or renters to review.

13.10 (e) A specific noise ordinance applies to the use of motorcycles and noisy heavy machinery before 7:30 AM mornings and after 10:00PM in the evening, 11:00 PM weekend evenings. The extreme noise of a motor cycle or vehicle with no muffler causes nearby residents' distress. The homes in this community are close together which requires common sense should be used when operating any noisy vehicle or machinery.

13.11 No commercial signage is permitted on any property advertising any improvement, construction, or other venture pertinent to the Home. A "For Sale" sign at the front of the property is acceptable. No Trespassing signs are acceptable around the Common Areas and Surface Water Management Systems at the sole discretion of the Board with prior approval.

13.12 No temporary or permanent storage shed, building, tent or other structure or improvement shall be permitted and no other structure shall be erected, altered or maintained without prior approval of ARC. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by ARC.

13.13 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without prior written approval of ARC and Association.

13.14 Substances. No flammable, combustible or explosive fuel, liquid, chemical hazardous waste or substance shall be kept on or in any Home except those which are required for normal household use. Bottled gas for household use, grilling, must be kept in a manner to be screened from view by landscaping or other material approved by ARC.

13.15 Wells. Wells are prohibited.

13.16 Window Treatments. Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window covering. The following is not permitted: tinting, newspaper, aluminum foil, bed sheets or other unsightly window treatments. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of ARC. No reflective tinting or mirror finishes shall be permitted unless approved by ARC.

13.17 Antennas, Aerials, Storm shutters. There shall be no exterior radio antennas or devices for sending or receiving electromagnetic signals erected or maintained in The Hamlets without prior written approval of the ARC. No hurricane or storm shutters shall be installed unless the same are of a type approved by Association. No storm shutters may remain in use after the storm passes or shall remain in use for any period longer than two (2) weeks.

#### **14. Common Areas.**

14.1 Negligence. The expense of any maintenance, protection, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts or omission of acts by an Owner, or persons utilizing the Common Areas through or under Owner shall be borne solely by such Owner and the Home owned by that Owner shall be subject to an Individual Assessment for that expense.

14.2 No improvements shall be constructed upon any portion of the Common Area without approval of the ARC. No cooking for picnics shall be allowed without permission of ARC or the Board on Common Areas throughout The Hamlets.

14.3 There is no Owner rights for access, recreation, fishing, dumping or otherwise use or disturb the retention pond (which is part of the Surface Water Management System) except as the Board or ARC may expressly grant.

14.4 No activities constituting a nuisance shall be conducted upon any Common Area. No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Area.

14.5 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area and the rights and responsibilities of Owners within the Hamlets which shall be binding upon all Members of the Association. Failure to comply with such Conditions, Covenants, and Restrictions shall result in an Individual Assessment on any Owner to be determined by the Board and the Florida State Statues.

## **15. Property Maintenance**

15.1 Lawn Maintenance. Each Owner shall provide maintenance on his/her Home lawn at such Owners sole cost and expense. The following lawn maintenance shall apply to all Home Owner's at The Hamlets. Every Owner shall be required to irrigate the grass and landscaping located on his/her lot in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Home.

15.2 Generally. All lawns, landscaping and property structures, improvements, fences and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with an appealing community appearance. Negligence on the part of the Owner can result in dangerous wildlife and vermin accessing the Common Areas and the community. Each Owner shall be responsible for pruning trees on his/her parcel. In addition if an Owner has installed a fence or wall around a Home, then such Owner must maintain, pressure wash and keep such items neat and clean on a regular basis.

15.3 Yards. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growth shall be permitted to grow or remain on any Lot. And no refuse, trash, tires, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. All lawns shall be neatly edged and all landscaping material shall be maintained in good and living condition at all times. Failure by an Owner to maintain the landscaping as required herein and to keep the lot free of refuse, trash, junk or other unsightly objects shall be cause for Association or it's hired contractors to enter upon the Lot and remove such objectionable material and such entry shall not be deemed a trespass and removal of material shall not be deemed a conversion. Any costs incurred by Association shall be borne by Owner as an Individual Assessment and shall be due and payable within fifteen (15) days after written request from Association for payment.

15.4 Grass. Each Owner is responsible for the maintenance of his/her grass which is not to exceed six (6) inches of growth from April through October. This requires that each Owner make sure the grass is cut once per week. No weeds, underbrush, or other unsightly growth shall be permitted to remain anywhere on any Lot. The safety and welfare of the Community shall be first priority and Association shall cause the enforcement of this Section by any means lawfully available including the hiring of a landscaping company to enter the property and accomplish the desired outcome according to this Section. The Association will levy an Individual Assessment upon the Owner of the Property not to exceed \$75.00 per enforcement event.

15.5 Water Mains. In the event County or any other of its subdivisions, agencies and/or divisions must remove any portion of a Home driveway which is constructed of cement within

any portion of the Common Area, then Association will be responsible to replace or repair the driveway at each affected Owner's expense as an Individual Assessment, if such expenses are not paid for by County or other agency.

15.6 Driveway Maintenance. Each Owner shall be responsible to timely repair, replace and maintain the driveway comprising part of a Home and the sidewalk abutting the front and side of the Home.

15.7 Extended Vacation and Absences. The Owner shall notify the Association of extended absences and appoint a reliable person or company to maintain the Home and the pool on a weekly basis. If the Home sustains any damage or requires any maintenance a contact number of the reliable person in charge of the home shall be given to the ARC or the Board or both, that they may address the situation with the proper authorities. Neither the Board nor the Association shall have any responsibility of any nature relating to any unoccupied property.

15.8 Fencing. No walls or fences shall be erected or installed without prior written consent of ARC. All fencing shall be compatible with the architectural style of the Home. No chain link fencing of any kind shall be allowed.

15.9 Garages. Each Home shall have a garage. No garage shall be converted into living space unless specifically approved by ARC.

15.10 Fuel Storage. No fuel storage shall be permitted within The Hamlets except (a) up to 5 gallons of fuel for residential uses may be stored in containers designed and approved for the same in the garage of a Home (b) propane may be stored as may be reasonably used for family recreational cooking, hurricane generators, or similar devices.

15.11 Failure by any Owner to comply with the above Section for any reason shall constitute the levying of a fine or Individual Assessment in the amount determined by the Board and in compliance with the Florida State Statutes.

## **16. Pets**

16.1 Except for dogs, cats, caged birds and aquarium kept fish which may be kept raised and maintained in a Home, NO reptiles, livestock, poultry, or animals of any other kind, nature or description shall be kept raised or maintained in The Hamlets. The determination of what is and what may be obnoxious shall be determined by Association in its sole and absolute discretion. Dogs, cats, caged birds and aquarium kept fish may only be so kept raised and maintained in numbers deemed reasonable by the Association. No dogs will be left tied out or chained to a run during the absence of the Owner. Osceola County laws are strict and will prevail. Notwithstanding the foregoing, no such dogs, cats, caged birds or aquarium kept fish will under

no circumstances constitute an unreasonable annoyance, hazard or nuisance to residence in the vicinity. In such circumstances a notice of removal of the pet will be given by the Board and the pet shall be removed within forty-eight (48) hours of the giving of the notice.

16.2 All dogs shall be leashed when outside of their residence and Owners are responsible to clean up any and all matter resulting from any of their pets. Owners are solely responsible for their pet's behavior and the Association holds no liability for the actions of any Owners pet. A fine shall be levied against any Owner unwilling to comply with any or all of this Section of not more than \$100.00/per violation as pursuant to Florida Statutes.

16.3. No boarding kennels or such enterprise shall be allowed to be located in/or at any Home. No pet or animal shall be "tied out" on the exterior of any Home or in the Common Area, or left unattended in a yard or patio. No dog runs shall be permitted on any Property. Seeing Eye Dogs shall not be governed by the restrictions contained in this Section.

## **17. Parking and Restrictions**

17.1 Owners cars shall be parked in the garage or driveway if provided, and shall not block the sidewalk. All lawn maintenance vehicles shall park in the driveway/street and not in any designated fire lane or in front of a fire hydrant. No vehicles used for the purpose of business or transporting goods, equipment or the like, or any trucks or vans which are larger than three quarter (3/4) tons shall be parked in The Hamlets except during a period of delivery. No Recreational vehicles or trailers of any kind are permitted to be parked on the streets of The Hamlets. Any trucks used for moving and/or relocation of household goods shall not exceed 26 feet in length due to the small areas available for turning around in The Hamlets.

Personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller if appropriately parked within the Owners driveway not blocking the sidewalk are permitted. Any violations are subject to towing and fines in the amount determined by the Board and in compliance with Florida State Statues.

17.2 No vehicle without proper registration or which cannot operate on its own shall remain in The Hamlets. No repair or maintenance on any vehicle shall be permitted unless it is the vehicle of the Owner or occupant of the Home. No vehicles shall be stored on blocks or tarped within The Hamlets for a period exceeding fourteen days (14) after which the Association may levy an Individual Assessment of \$100.00 and have said vehicle towed away.

17.3 No commercial vehicle shall be parked at The Hamlets for a period of more than four (4) hours unless said vehicle is pertinent to construction, installation, maintenance or repair

ongoing at a Home. These commercial vehicles shall abide by the parking restrictions and park only where allowed by the above Section. No trailers, boat trailers, house trailers, and trailers of every other type, kind and description, camper, motor home, mobile home or bus shall be permitted to be parked in The Hamlets unless fully enclosed inside the garage of the Home. NO vehicle shall be used as a domicile or residence either temporarily or permanently.

17.4 The term commercial vehicle shall be deemed to include law enforcement vehicles or recreational or utility vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles displaying commercial advertising and no vehicles bearing a "for sale" sign shall be parked on the street and must be parked in the driveway (not blocking the sidewalk) of the Home or in the garage

17.5 Any Owner that drives a vehicle issued by the County or other governmental entity (ie. Police cars) such automobile shall not be deemed to be a commercial vehicle and must be parked in the driveway or garage of a Home.

17.6 All vehicles shall be parked on the correct side of the street including commercial vehicles in service at a Home, and in the appropriately marked spaces, opposite any fire lane markings. The driver's side of the vehicle must be opposite to the fire lane.

17.7 Vacation Homes and Short Term Rental Property Owners shall be required to limit the number of vehicles of the Renters of the Home, to three (3) maximum, meaning two parked in the driveway of the Rental Home and one allowed on the street parked in the proper manner. In the event an Owner does not adhere to this Section and inform their Renters of such restrictions, a warning shall be given in writing once, and then the Owner shall be fined in the amount determined by the Board and in compliance with Florida State Statues.

17.8 The Board of Directors reserves the right to permit parking for religious ceremonies and celebrations of a nature that requires extra parking. Such event requires the sole discretion of the Board and with prior arrangements; such a parking permit may be issued by the Board on an occasional basis.

## **18. Trash.**

18.1 Owners of the Home are responsible to follow the County schedule relating to trash pickup and removal of yard waste. No outside burning of garbage or trash is permitted within The Hamlets. No garbage cans, supplies or other similar articles shall be maintained by any Home so as to be visible from outside the Home. Each Owner is responsible for depositing his/her trash in a container sufficient for pick up by the appropriate collection agency in accordance with their requirements for such pick up. All such container shall be

maintained in a sanitary condition and placed in a location shielded from view of the street and adjacent neighbors during the week.

18.2 Trash containers must be placed outside no earlier than 6 AM the day of scheduled collection and must be removed immediately the same day after collection has occurred. Failure of an Owner to comply with these Restrictions shall result in a warning and then a fine in the amount designated by the Board and in compliance with the Florida State Statutes.

18.3 Home Owners are responsible to inform all tenants and occupants of the Home of the collection schedule and rules that apply to such collection. If the Owner is not present, nor the Home occupied, the Owner has the sole responsibility to appoint a person to maintain and oversee his/her property to insure the compliance with this Section.

18.4 In the event an Owner is not in compliance with this Section, a fine of \$100.00 per violation shall be levied as an Individual Assessment against the Owner of the Home. The ARC or the Board shall give two notices for compliance after which a fine shall be levied.

18.5 Place containers at least 10 feet from cars parked on the street. Sanitation trucks cannot easily maneuver around parked cars. If cars are blocking containers, trucks cannot service them without risk of damage. In the event the cars are too close together containers can be placed across the street to insure the safe collection of recycle materials.

**19. Violations and Violation Committee.** The Board of Directors hereby adopts the following Policy concerning covenant violations and fines which shall be effective immediately. A Violations Committee shall be appointed by the Board.

19.1 Upon inspection of a property if a violation is apparent, the Association or its agent shall provide the Owner(s) written notice of said violation and provide said owner(s) fourteen (14) days to bring the property into compliance. No fine shall be applied at this time.

19.2 If the violation has not been cured within the time provided after the first notice as described above, Association or its agent shall provide the owner a second notice in writing that includes the date and time of a hearing before the Violations Committee. Said meeting shall not be convened prior to seven (7) days from the date of this notice. No fine shall be applied at this time.

19.3 The Violation Committee shall permit the owner(s) to speak and present evidence concerning the violation, if in attendance. After reviewing the testimony, if any, and all evidence, the Violation Committee shall determine if a violation exists on the subject property, by a majority vote of the Committee or Board of Directors.

19.4 If the Violation Committee determines a violation exists, the Violation Committee shall impose a fine of \$100.00 per day, to begin the following day. Non attendance by the Owner(s) shall not prevent the Violation Committee from reviewing the evidence and rendering a decision concerning the violation and possible fine.

19.5 If the Violation Committee imposes a fine, Association or its agent shall provide Owner(s) that a fine is being imposed immediately. No appeal of the Committees decision is permitted as neither the Declaration nor the section 720.306 of Florida Statutes requires any such appeals process. Due process is satisfied by allowing the Owner(s) the opportunity to present arguments, evidence, and challenges at the Committee hearing.

19.6 Each Violation notice shall contain a clear description of the underlying violation and shall provide information to the Owner (s). Separate notices shall be provided for separate violations. All notices shall be sent by regular, First Class mail to the Owner(s) at the property address or any other address within the Associations records. Florida Law does not require notice be sent by certified mail.

19.7 Should the fine reach \$1000.00 the Association shall have the right to record a lien against the property and secure payment. The Association shall have the right to seek collection of any fine imposed, whatever the amount through any permitted collection activity as provided by Florida Law. The Owner(s) shall be liable for any collection costs incurred by the Association.

This Declaration and all Covenants, Conditions and Restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner by acceptance of a deed to a Home, and any person claiming by, through or under such Owner (a) agrees to be subject to the provisions of this Declaration and (b) irrevocably waives any right to deny any claim that this Declaration and all Covenants, Conditions and Restrictions contained in this Declaration are not enforceable under Chapter 712 of the Florida Statutes.

The Association has filed in accordance with the Law, Articles of Incorporation and may from time to time adopt and amend revisions to the Articles, the Covenants, Conditions, and Restrictions and issue other resolutions, rules and policies as may be permitted by Florida Law. In the event any provision hereof is determined by a court with proper jurisdiction over the subject matter to be in violation of any provision of law, then such provision found to be unlawful shall be severed and the remainder of the Declaration or document shall be fully enforceable to the greatest extent permitted by law.



**Benjamin Jimenez**

ATTORNEY AT LAW  
600 N. Thacker Ave., Suite D-31  
Kissimmee, Florida 34741-4808

Office (407) 870-8835  
Fax (407) 209-2655  
E-mail attyjimenez@gmail.com

April 18, 2018

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

Sirs:

We refer to your letter of April 10,, 2018 (copy attached).

The documents were changed to reflect amendments to the Articles Incorporation only. They are not a restatement of articles of incorporation.

Thank you for your patience in handling this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Benjamin Jimenez', with a stylized, cursive script.

Benjamin Jimenez  
Counsel for The Hamlets Owners Association, Inc.

Attachment  
as described above