

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE HAMLETS**

**THIS DECLARATION**, is made this 3 day of JAN, 2001, by David Couch, as Trustee of the Hamlets Trust, dated February 14, 1997, whose business address is **225 E. Robinson Street, Suite 660, Orlando, Florida 32802.**

**W I T N E S S E T H**

**WHEREAS**, the Hamlets Trust, dated February 14, 1997 is the owner, in fee simple, of certain property in Osceola County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, this Declaration shall run with the land and is created for the purpose of protecting the value and desirability of the Property and shall be binding on all persons and parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**NOW, THEREFORE**, David Couch, as Trustee of the Hamlets Trust, dated February 14, 1997, hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restriction, covenants and conditions:

**ARTICLE I**

**DEFINITIONS**

Section 1. "Adjacent Property" shall mean that certain real property located adjacent to the Property in which Declarant owns a drainage easement upon which a portion of the Surface Water Management System is located, more particularly described in Exhibit "B" attached hereto and made a part hereof.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.

Section 3. "Association" shall mean and refer to The Hamlets Owners Association, Inc., its successors and assigns.

Section 4. "Board of Directors" shall mean and refer to the Board of Directors for The Hamlets Owners Association, Inc.

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

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Section 5. "Bylaws" shall mean the Bylaws of the Association.

Section 6. "Common Area" shall mean all interests in real property (including easements, licenses, improvements thereto and personal property thereon) owned by, benefitting or dedicated to the Association or for which the Association is charged with maintenance responsibility for the common use and enjoyment of the Owners. The Common Area is currently located on the Property described in Exhibit "A," and on the Adjacent Property as described in Exhibit "B." Declarant reserves the right to convey additional Common Area to the Association. Common Areas shall specifically include those elements which the Association is required to maintain and which are located on publicly dedicated land, on individual Lots or on the Adjacent Property, including any commonly used recreational facilities, any conservation easement, any private utilities and the Surface Water Management System.

Section 7. "Declarant" shall mean and refer to David Couch, as Trustee of the Hamlets Trust, dated February 14, 1997, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and sale in the ordinary course of business and if so designated by Declarant and accepted in writing or by operation of law. "Declarant" shall also refer to the developer, The Hamlets Trust, dated February 14, 1997, David Couch as trustee. The Declarant shall also refer to the developer, The Hamlets Trust (by virtue of that trust document entered February 14, 1997 with David Couch, as Trustee). The Declarant shall control and operate The Hamlets Owners Association and shall have the right to enforce any of these Declarations and to have for purposes of such enforcement available all such remedies as are provided herein and by Florida law until Transfer of Control because of the occurrence of any of the conditions that will trigger Transfer of Control contained in this Declaration or in Article VII, Section 3 of the Articles of Incorporation for The Hamlets Owners Association.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of The Hamlets.

Section 9. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property to be used for a single family residence, a condominium unit, a timeshare development or for any other lawful purpose. "Lot" shall not include Common Areas.

Section 10. "Member" shall mean and refer to those Owners entitled to membership in the Association as set forth in Article III.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to an interest in any Lot, excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto, and such additions thereto as may be brought within the jurisdiction of the Association and subjected to this Declaration. Additional property may be submitted to this Declaration in the Declarant's discretion.

Section 13. "Surface Water Management System" shall mean a system located on the Property and/or the Adjacent Property which is designed and constructed to control discharges that are caused by rainfall. The Surface Water Management System may incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, water pollution or otherwise affect the quantity of discharges, including lakes, retention areas, culverts and related appurtenances. The surface water management permit and shall be maintained by the Registered Agent for the Association.

Section 14. "Transfer of Control" shall mean the transfer of control of the Association by the Declarant as described in Article VIII hereof.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area during their occupancy on a Lot which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(b) The right of the Association to levy fines and to suspend the voting rights and use of the Common Area by Owners, their tenants and guests for any period during which any assessment against their Lot remains unpaid. Additionally, the Association shall have the right to take any legal action permitted by law for the collection of any fine, 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;

(c) The right of the Association to levy fines and suspend use of the Common Area by Owners, their tenants and guests for a reasonable period not to exceed sixty (60) days for any infraction of this declaration, the Bylaws, the Articles or published rules and regulations after notice and a hearing, for a non-monetary breach or failure to pay a charge and for violations that do not threaten life or property (for monetary violations

see subsection 1(b) above and for serious violations that threaten life, safety, welfare or property the period of suspension may exceed sixty (60) days in addition to the imposition of an appropriate fine;

(d) The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication transfer shall be effective unless the Declarant (developer, The Hamlets Trust) agrees to such dedication or transfer and has recorded an instrument of such dedication or transfer in the public records of Osceola County. After Transfer of Control, then no such dedication transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rd) of the Members has been recorded in the public records of Osceola County, Florida.

Section 2. Delegation. Owners may delegate, in accordance with the Bylaws, their rights of enjoyment of the Common Area to the members of their family, invitees, guests, licensees and successors in title, but not otherwise. Notwithstanding the foregoing, prior to Transfer of Control the Declarant (i.e., the developer, The Hamlets Trust) shall have the right in its discretion to limit or regulate and restrict the right of use by the Owners, their family, invitees, guests, licensees and successors in title if, in the discretion of the Declarant, such use or exercise of the right of enjoyment is in violation of any restriction contained in this Declaration, the Bylaws of the Association, the Articles of Incorporation and any other rule that the Association or Declarant may adopt from time to time for the preservation of the quality of life, dignity, peace and tranquility of The Hamlets. After Transfer of Control the Association, by and through its Members, may exercise the rights previously granted to the Declarant to regulate or restrict such use or right of enjoyment.

Section 3. Additional Lands. Additional land may be annexed by the Declarant without the consent of other Members within ten (10) years from the date hereof. Annexations shall become effective upon the Declarant's recording of an amendment to the Declaration in the Public Records of Osceola County, Florida. However, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner set forth above, only the Property described in Article I, Section 12 and the Surface Water Management System shall be affected by and subject to this Declaration.

Section 4. Incorporation with other documents. The Association has developed and  
and  
filed in accordance with law Articles of Incorporation and may from time to time may adopt and amend revisions to the Articles, the Bylaws and issue such other resolutions, rules and policies as may be permitted by law. This Declaration shall be interpreted in light of all other documents and provisions of law, and in the event any provision hereof or in any

other agreement or document is determined by a court with appropriate jurisdiction over the parties and 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 after severance of such impermissible portion thereof. In the event of any inconsistency between any policy, rule, Resolution, Bylaw, Articles or this Declaration of Covenants, Conditions and Restrictions, as any of the same may be amended from time to time, the provision which affords the greatest degree of discretion and authority to the Declarant (i.e., developer, The Hamlets Trust) prior to Transfer of Control shall be the provision that is given effect and that shall prevail. After Transfer of Control, the provision that grants the greatest degree of authority, power and discretion to the Association, controlled by the Members, shall be given effect and shall be implemented.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of an interest in a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any interest in any Lot which is subject to assessment.

Section 2. Members shall be entitled to vote according to the number of Lots or portions of Lots they own. Members shall be entitled to one (1) vote for each Lot they own.

Section 3. When a Lot, or any interest therein, is owned of record by two or more persons or entities by the entireties or jointly, such Owners shall select one representative to qualify for voting in the Association and shall notify the secretary of the Association in writing of such designation. The vote of the individual shall be considered to represent the will of all the Owners of the interest in that Lot.

Section 4. In addition to votes granted to the Declarant for Lots owned by the Declarant pursuant to Section 2 above, the Declarant shall be entitled to an additional ten (10) votes for each Lot owned and ten (10) times any fractional vote thereof. The rights of the Declarant hereunder, shall cease upon the happening of either of the following events, whichever occurs earlier:

- (a) When the Declarant has the right to vote less than one-half ( $\frac{1}{2}$ ) of all eligible votes determined in accordance with both Article VII of the Association's Articles of Incorporation and this Declaration, Article III, including the additional votes granted to the Declarant in this Article III, Section 4, of this Declaration.

(b) Ten (10) years from the date of recording of this Declaration.

However, Declarant's rights hereunder may be reinstated if, after the addition of land to this Declaration, Declarant once again has one-half (½) or more than one-half (½) of all the votes eligible to be cast pursuant to this Declaration and the Articles of Incorporation, including the additional votes of the Declarant granted under Article VII, Section 3 of the Articles of Incorporation and Article III, Section 4 of this Declaration. Notwithstanding anything in the foregoing to the contrary, the Declarant may turn control of the Association over to the Members of the Association earlier than as otherwise provided in this Declaration and the Articles of Incorporation so long as the Declarant clearly expresses such intent in writing and records said Declaration of early turnover and Transfer of Control in the public records of Osceola County, Florida.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided in Section 7 below, each Owner of any Lot or of an interest in a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges and (2) special Assessments for capital improvements, all such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest thereon, costs, and reasonable attorneys' fees for collection thereof, shall be a charge and continuing lien on the interest in any Lot and any improvements thereon. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the owner of such interest in the Lot at the time when the assessment became due. The personal obligation for the delinquent Assessments shall pass to successors in title to the fullest extent permitted by law.

Section 2. Purpose of Assessments. The lien created by any Assessment or charge permitted under Section 1 of this Article IV shall run with the land and be binding upon any party that holds or acquires any interest in the Lot. The lien created in this Article IV shall be perfected at the time at which such lien of the Association or the Declarant, as the case may be, is recorded in the public records of Osceola County and shall attach as of the date of the Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members and for the cost of operating and maintaining the Common Areas, including any conservation easement and the Surface Water Management System, any private utilities, all easements and all other amenities provided for the use of comfort of the Members, together with all utility charges and taxes on Association owned property and Common Areas.

**Section 3. Maximum Annual Assessment.**

Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual Assessment shall be eight hundred and forty dollars (\$840.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the maximum annual Assessment each year may be up to one hundred and fifteen percent (115%) of the Assessment for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner and each year thereafter, the maximum annual Assessment may be over one hundred and fifteen percent (115%) of the Assessment for the previous year by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment at an amount not in excess of the maximum.

(d) Declarant has established for the Association through an initial deposit of \$200.00, a working capital fund. At the time Declarant conveys a Lot to an Owner, the Owner shall pay to the Association a sum equal to two (2) months of Assessments as payment of the initial Assessment into the working capital fund, to be used for maintenance, emergency needs, initial and non-recurring items, permits, licenses, utilities, utility deposits and advance insurance premiums for insurance policy coverages and other similar and necessary expenses. Declarant shall be reimbursed for its initial deposit into the working capital fund from each deposit made thereto by an Owner as set forth above. The working capital fund may be commingled by the Association with any of its other funds.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.** Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more

than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast a majority of all the votes shall constitute a quorum. Any Member who attends a meeting or grants proxy will be deemed to have waived any defect in the notice. Further, no Member may challenge any technical defect in any procedure in the operation of the Association, including any deficiency in the procedure regarding notice and conduct of a meeting if the procedural error is determined to be harmless error as determined by the Association, and harmless error shall be presented when the action of the Association would have been sustained or taken even if the proper procedure had been followed. The Declarant may also authorize a representative by proxy to attend and cast its vote at any meeting of the Association.

**Section 6. Uniform Rate of Assessment.** Both annual and special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or such other basis as the Board of Directors may, from time to time, determine.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual Assessments provided for herein shall commence as to all Lots on August 1, 2001, subject to the right of the Declarant to defer or delay the start of such Assessment payments for a period of time not to exceed six (6) months if such delay is deemed advisable in the sole discretion of the Declarant. Further, in addition to this right granted to the Declarant, notwithstanding anything herein to the contrary, as long as the Declarant controls the Association because of its voting rights granted to it under Article III, Section 4, Declarant may elect not to pay the annual Assessment on each Lot owned by Declarant; provided that if Declarant so elects, Declarant shall pay all costs not due from Owners and incurred by the Association in accomplishment of the purpose set forth in Article IV, Section 2 hereof. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the Assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as to the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or file a claim of lien as herein authorized and foreclose said lien against the Lot by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In the event the Association must file a claim of lien or foreclose on such lien, the Owner shall be required to pay the costs and expenses of filing and foreclosing the claim of lien and all reasonable attorneys' fees, all of which costs, expenses, and attorneys' fees and

the principal amount of the claim or Assessment shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Assessments against the Lot which become due during the period after the claim of lien is recorded and foreclosure action commenced, which amounts shall also be included within the principal amounts of the lien being foreclosed. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. At such foreclosure or other legal sale the Association may bid whatever amount it deems appropriate, in its sole discretion, without regard to the amount of the lien or claim being foreclosed. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be subordinate to the lien of any first mortgage, provided that a Claim of Lien has not been recorded by the Association in the Public Records of Osceola County, Florida, prior to the recordation of such mortgage. Sale or transfer of any Lot shall not affect the Assessment lien.

## ARTICLE V

### ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors or by an Architectural Review Committee ("ARC") composed of two (2) or more representatives appointed by the Board of Directors. In the event the Board of Directors of the ARC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications together with all additional information requested by the Board of Directors of the ARC have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. However, the Board of Directors and the ARC undertake these duties for the sole purpose of ensuring compatibility of all such structures with the general design and plan of the Property and shall not be liable in any manner whatsoever for structural or architectural deficiencies, for any failure to comply with applicable zoning or code requirements or for any actions taken on behalf of the Association. If any proposal approved hereunder is not commenced within ninety (90) days after approval and completed within one (1) year after such approval by the Board of Directors or the ARC, then such approval shall be deemed to expire and the owner must again comply with these provisions. The members of the ARC may not vote by proxy or secret ballot on any matter

brought before the ARC. Notwithstanding anything in the foregoing to the contrary, no builder shall build or construct within The Hamlets unless such builder is approved by the Declarant (i.e., developer, The Hamlets Trust), for all time prior to Transfer of Control and thereafter by the Board of Directors of the Association. The Declarant may refuse any builder permission to construct within The Hamlets in its sole discretion including for the reason that in the interests of uniformity and standards within the project a single builder has been selected by The Hamlets Trust for this purpose. At this time Declarant shall direct the authorized builder in its sales contract with the Lot owner.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person or Owner, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for the Declarant, the Association or any person or persons owning real estate subject to these Covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenants, including actions to enjoin or prevent them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these Covenants by a judgment or a court order shall in no way affect any of the other Covenants and provisions contained herein, which shall remain in full force and effect. If any provision hereof is invalidated by a court or judgment, then such invalid provision shall be automatically severed and the remainder of these provisions and conditions shall be enforced to the fullest extent permitted by law without reference to such severed provisions.

Section 2. Setback. No building shall be located upon any residential building Lot which is not in compliance with local building code setback requirements or any modifications thereof as obtained by Declarant.

Section 3. Exterior Maintenance. Each Lot shall be maintained so that exterior building surfaces, landscaping, sidewalk, and other improvements are at all times in good repair, clean, well-trimmed, and otherwise cared for in a manner that does not detract from the overall appearance of the Property. The Association's property maintenance rights under Article VI, Section 15 shall include the right to provide maintenance upon any Lot or to the exterior of any structure on an improved Lot, and shall also include the right to paint, repair, replace and care for roofs, gutters, down spouts, sidewalks, exterior building surfaces, trees, shrubs, grass, walks, and other exterior

improvements and to mow and cultivate such Lot and to keep such Lot free of litter and debris.

**Section 4. No Offensive Activity.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance. In any action in which the Declarant, ARC or Association takes the position that an activity carried on upon any Lot is noxious, offensive or a public nuisance, the court shall apply a reasonable man standard in that the activity will be determined in violation and to be noxious, offensive or a public nuisance, as the case may be, when, in accordance with applicable rules of law, the trier of fact determines that a reasonable man situated on or about the property of his or her personal residence would be unreasonably disturbed by such activity being conducted by his neighbor. The intention is that all neighbors in The Hamlets will be good neighbors and will not engage in activities that a reasonable person would find excessively disruptive to the peaceful enjoyment of his or her personal residence.

**Section 5. No Temporary Structures.** Unless otherwise specifically allowed or permitted under these Covenants, no trailer, basement, tent, shack, detached garage, barn, shed, tool-house or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any improvements be made to said Property until and unless such Owner shall first obtain the written approval of the ARC.

**Section 6. No Subdivision.** No Lot located within the Property shall be further subdivided, except by Declarant.

**Section 7. Fences.** No fence or wall shall be erected upon any Lot without the prior consent of the Association or the ARC as to the location, type, materials used, and size. The Declarant prior to Transfer of Control or the Board of Directors of the Association or the ARC may limit in any way within its sole discretion the location, type, materials used and size of fencing so that the appropriate appearance and uniformity as determined in the sole discretion of the Declarant, Association or ARC, as the case may be, may be maintained throughout The Hamlets.

**Section 8. Easements.**

(a) The Declarant, for itself, its successors and assigns, and the Association, both do hereby reserve a perpetual, alienable easement, on, over, and under the Common Areas for the necessary, ordinary, and reasonable maintenance and upkeep of structures on adjoining Lots on the Property. Further, each Lot and Common Area shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Declarant; and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining Lot

or Lots agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) Landscape buffer easements, if any, described in the plat of the Property are hereby dedicated in the manner stated on said plat.

(c) Each Owner shall have the responsibility of maintaining all required landscape buffer easements, if any, and all required landscape, drainage or utility areas or easements located upon each individual Lot.

(d) The Declarant (and the Association after Transfer of Control) shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this section and in any plats of the Property, provided that Declarant's rights hereunder shall only exist so long as the Declarant shall own at least one (1) Lot within the Property. The Owner of the Lot subject to said privileges, rights and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under, the Property which is subject to said privileges, rights and easements. All easements are the sole and exclusive property of the Declarant and its successors and assign and/or the Association, as the case may be.

(e) The Declarant (and the Association after Transfer of Control) shall have the rights and obligations of the Grantor contained within the Deed of Conservation Easement recorded in the Osceola County Public Records at Book \_\_\_\_, Page \_\_\_\_.

(f) Fifty (50') foot private ingress and egress easements and public utility easements, if any, shall be maintained equally between the property owners of all property subject to those restrictions. Hamlet Court and Hamlet Drive, as shown on the map attached hereto, is a common private ingress and egress easement, the property owners of the respective lots owning to the center line of both Hamlet Court and Hamlet Drive. Hamlet Court and Hamlet Drive are for the private use of the property owners and the public utility company serving the said lots and property, and may also be used by emergency vehicles such as fire, police and rescue units. All easements shown on the map shall be maintained equally by all property owners subject to these restrictions. It is understood no governmental entity is responsible for the construction, reconstruction or maintenance of any of the private road easements referred to in this Paragraph or shown on the map of The Hamlets, such burden shall be shared by the respective property owners equally, through The Hamlets Owners Association, Inc.

Section 9. Parking and Visible Property or Matter. No parking facilities are allowed on any single Lot except as approved by the Association or the ARC. No objects or vehicles of any kind, boats or any other offensive matter or things may be kept or parked in a state of disrepair on the Property nor be visible on the Property if they are unsightly

or offensive, applying a reasonable man standard under prevailing community notions of civility and sensibility. No trailers or recreation vehicles shall be maintained or kept on the Property, except as may be approved by the ARC. The Declarant or the Association, after reasonable notice of not less than ten (10) days to the violating Owner, shall have the right to have such offending vehicles towed away at Owner's expense.

**Section 10. Pets.** No animals, livestock, or poultry shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided they are kept on a leash or under the control of such Owner at all times and shall not be permitted to go onto the property of the Association or of any other Owner. Household pets are limited to typically domesticated dogs, cats, birds, fish and other small animals ordinarily and usually accepted as domesticated pets. No pet will be permitted if it presents an unreasonable or unusual risk of danger to persons.

**Section 11. Architectural Review Committee Waiver.** In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these Covenants, the Association or the ARC shall have the right and authority to waive such violation.

**Section 12. Trash.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**Section 13. Signs.** No sign of any kind may be maintained or displayed on any Lot except "For Sale" signs which may refer only to the particular Lot on which displayed, and which may not exceed two square feet in size and which must be in a format and design approved by the ARC. Notwithstanding the foregoing, the Declarant, its assigns, successors or designees may use and display such signs throughout the Property as it deems necessary in connection with its marketing of the Property or other commercial purposes.

**Section 14. Common Area.** Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the ARC. The Association shall maintain any private utilities. The Association shall also maintain the Surface Water Management System located on the Adjacent Property as set forth in Exhibit "B." The Declarant or the Association shall be entitled to convey such retention areas to Osceola County, Florida, or any other such Common Areas as may be designated from time to time by Declarant, whether or not located on Association property, including fences, walls, drainage and landscaping areas. To the extent any of the foregoing are not located on land owned by the Association, each Owner hereby grants to the Association, its designees, agents and employees an easement over and across each Lot for maintenance purposes. Such easement includes,

but is not limited to, the Association's right to construct, repair and maintain walls along the back of certain Lots that abut roadways. In addition to all other restrictions set forth herein, the use of the Common Area shall be further restricted as follows:

(a) There are no Owner rights for access, recreation, fishing, dumping or to otherwise use or disturb the retention pond (which is part of the Surface Water Management System) except as Declarant and/or the Association, as the case may be, expressly grants.

(b) No activities constituting a nuisance shall be conducted upon Common Area.

(c) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Area.

(d) 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 Property which shall be binding upon all Members of the Association.

(e) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against the Common Area and property owned by the Association and any other governmental liens which may be assessed against the Common Area or property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Members and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

(f) Except for any capital improvements made to the Common Area by the Declarant as its expense, at all times hereafter, all capital improvements to the Common Area except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 15. Property Maintenance.** Should any Owner fail to comply with the requirements of this Declaration, the Bylaws, the Articles or any rules or regulations of the Association promulgated or amended from time to time, and after fifteen (15) days written notice, the ARC, the Declarant, or the Association or their agents or designees, shall have the right to enter upon the Lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof, and charge the cost thereof to the

Owner. Should the ARC, the Declarant, or the Association be required or elect to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall be collectible as a personal obligation from the Owner and shall constitute a lien upon the Owner's interest in the Lot which lien shall be effective upon filing of a written claim of lien as provided herein. All such costs, expenses and attorneys' fees shall bear interest at the highest rate permitted by law from date paid by the Association until repaid by such Owner. The ARC, the Declarant, and the Association, or its agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner, unless caused by reckless or willful action of the ARC, the Declarant, or the Association. The Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a claim of lien has been filed in the Osceola County Public Records prior to the recordation of such first mortgage.

Section 16. Rights of Declarant. Notwithstanding anything herein to the contrary, Declarant shall have the right to use the Property for ingress and egress, including the use of construction machinery and trucks thereon, and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of the Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including the maintenance of a sales office and model area, the showing of the Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

Section 17. Signal Receiving and Transmitting Devices. Neither antennae, nor satellite dishes, nor any other devices used to transmit or receive audio or visual signals may be placed or installed on any Lot, except as approved by the Association or ARC.

Section 18. Rules and Regulations. The Association, the Board of Directors or the ARC shall formulate from time to time rules and regulations regarding the use of all amenities, Common Areas and other rights and obligations of Owners. Violations of such rules may subject an Owner to suspension of such Owner's rights to use the Common Areas and/or fines as set forth in this Declaration or the Bylaws.

Section 19. Restriction on use of Surface Water Management System. The Surface Water Management System is part of the Common Area 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.

Section 20. Short Term Rental. Short term rental of the Lots in this Subdivision is expressly authorized as a permitted use, and is not restricted by this Declaration.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, Conditions, Covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or Restrictions herein contained shall under no circumstances be deemed a waiver of the right to do so thereafter.

Section 2. Declarant's Rights. For so long as Declarant owns any Lots prior to Transfer of Control, Declarant reserves and shall have the sole and exclusive right:

(a) To modify and amend this Declaration as may be required by the Federal National Mortgage Association, the Veterans Administration or the Federal Home Mortgage Association or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgages.

(b) To amend, modify or grant exceptions or variances from any of the use Restrictions set forth in Article VI of this Declaration without notice to or approval by other Owners or mortgagees. All amendments, modifications, exceptions or variances shall be conclusively deemed to be within the authority and right of the Declarant under this subsection.

(c) To amend the Declaration for the purpose of curing any error or ambiguity or in any inconsistency between the provision so contained herein without acquiring the approval or joinder of any other Owner or mortgagee.

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made, any additional Covenants and Restrictions applicable to the Declaration Property which do not lower the standards of this Declaration.

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, the Declarant shall be entitled to use any unsold Lot as an aide in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property signs advertising the sale of Lots, construction trailers and sales trailers. The Declarant shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Property, any business to consummate the sale of Lots, and

all sales office and model furniture shall not be considered Association property and shall remain the property of the Declarant.

**Section 3. Severability.** Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. Duration of Covenants.** The Covenants and Restrictions of this Declaration shall run with and bind property for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 90% of the Owners is recorded in the Public Records of Osceola County, Florida, terminating this Declaration.

**Section 5. Amendment.** Except as set forth at Section 2 above, this Declaration may only be amended prior to Transfer of Control by the Declarant and after Transfer of Control by an instrument signed by a two-thirds (2/3<sup>rd</sup>) vote of the Members. Any amendment must be in recordable form and recorded in the Public Records of Osceola County, Florida. Any amendment which alters a provision of this Declaration relating to the Surface Water Management System must be submitted to the south Florida Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permit.

**Section 6. Annexation.** Additional residential property and Common Area may be annexed to the Property by a two-thirds (2/3) vote of the Members, except property added by the Declarant pursuant to Declarant's rights set forth herein.

**Section 7. Communication.** All communication from Members to the Declarant, its successors or assigns; the Board of Directors; or any officer of the Association shall be in writing.

**Section 8. Conflicts.** In the event of a conflict between this Declaration and provisions of the Bylaws, Articles or rules and regulations of the Association, the terms of this Declaration shall control.

## ARTICLE VIII

### TRANSFER OF CONTROL

**Section 1. Time of Transfer of Control.** The Transfer of Control of the Association by the Declarant shall occur not less than 120 days following the occurrence of the events as specified in Article III hereof. After Transfer of Control the business of the Association shall be conducted in accordance with requirements of Florida law.

Section 2. Procedure of Calling Transfer of Control Meeting. No more than sixty (60) days and no less than thirty (30) days prior to the Transfer of Control meeting, the Association shall notify in writing all Members of the date of the Transfer of Control meeting and its purpose, which is the election of a new Board of Directors.

Section 3. Procedure for Meeting. The procedure for the election and Transfer of Control meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

Section 4. Declarant's Rights After Transfer of Control. Even after Transfer of Control for as long as the Declarant shall own at least one Lot it shall have the right to appoint one (1) member of the Board of Directors. And after Transfer of Control and until the Declarant no longer owns any interest in any Lot, the Board of Directors shall consist of not more than three (3) directors.

**ARTICLE IX****TERMINATION OF ASSOCIATION**

In the event that the existence of the Association, as described herein, is terminated, the Surface Water management System shall be deemed to be conveyed to an appropriate governmental agency within Osceola County, Florida. In the event that no such agency will accept the conveyance of the Surface Water Management System, the Surface Water Management System shall be dedicated to a not for profit corporation. The procedures in Article IX of the Articles of Incorporation of the Association are incorporated herein by reference.

**[Left blank intentionally, execution on following pages.]**

IN WITNESS WHEREOF, the Declarant has set is hand and seal hereto this \_\_\_ day of 3 JAN, 2001.

“WITNESS”

“DECLARANT”

Kurt Rose  
Signature

Kurt Rose  
Printed Name

Linda Olmedo Blekes  
Signature

LINDA Olmedo Blekes  
Printed Name

The Hamlets Trust Dated February 14, 1997

Dario E. Couch  
Trustee

STATE OF FLORIDA     )  
  ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, 2002 by DARIO COUCH, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did not take an oath.

KELLIE MARIE MARTIN  
Notary Public, State of Florida  
My comm. exp. Aug. 15, 2003  
Comm. No CC863157

Kellie Marie Martin  
Notary Public  
Date: August 15, 2003  
My Commission Expires:

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