

Prepared by and Return to:

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RULES AND REGULATIONS FOR
HAMBLIN VILLAGE HOMEOWNERS ASSOCIATION, INC.

THESE RULES AND REGULATIONS OF HAMBLIN VILLAGE HOMEOWNERS ASSOCIATION, INC., are made by Hamblin Village Homeowners Association, Inc., as follows:

WHEREAS, **Hamblin Village Homeowners Association, Inc.** ("Hamblin Village"), is a Florida corporation not-for-profit, as filed with the Secretary of State on March 14, 2003, under document number is N03000002281, and,

WHEREAS, Hamblin Village is a homeowners association as set forth in the *Declaration of Covenants, Restrictions and Easements for Hamblin Village* as recorded under Clerk's File Number 20050030179 and at Official Record Book 18024, Page 0506 et seq., of the Public Records of Palm Beach County, Florida, and as amended from time to time ("Declaration"); and,

WHEREAS, Hamblin Village is governed, *inter alia*, by its *Bylaws of Hamblin Village Homeowners Association, Inc.*, recorded as Exhibit E to the Declaration at Official Record Book 18024, Page 565, Public Records of Palm Beach County, Florida ("Bylaws");

WHEREAS, the real property subject to the Declaration and Bylaws is described as:

Hamblin Way, Glidden Court, Hartridge Terrace, and Lots 1153 through 1280, inclusive, Block 'D', as all are shown on OLYMPIA – PLAT II, as recorded in Plat Book 98, Pages 1 through 24, Public Records of Palm Beach County, Florida.

NOW THEREFORE, Hamblin Village certifies,

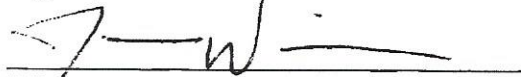
1. The above recitals being true and adopted here as if fully restated herein.
2. The Board of Directors, at a duly noticed Special Board Meeting held May 28, 2020, adopted its Rules and Regulations under the Declaration and By-Laws.

3. The adopted Rules and Regulations are attached hereto as Exhibit "A".

NOW THEREFORE and IN WITNESS WHEREOF, Hamblin Village by and through its president, has hereunto set its hand and seal below.

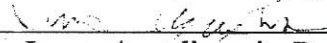
Signed, sealed & delivered before:

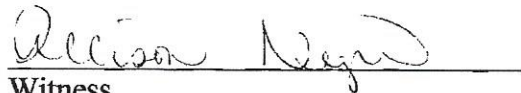
Hamblin Village Homeowners Association,
Inc.



Witness

Printed Name: JAMES WINER

By: 
James Agugliaro, its President

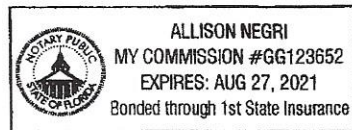


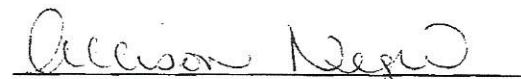
Witness

Printed Name: Allison Negri

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

The foregoing *Certificate of Amended and Restated Rules and Regulations of Hamblin Village Homeowners Association, Inc.*, was acknowledged before me this 4th day of June 2020, by James Agugliaro, the President of Hamblin Village Homeowners Association, Inc., on behalf of the corporation, who is personally known to me.




Allison Negri
Notary Public, State of Florida

HAMBLIN VILLAGE HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

- A. Residential Use. Owners and Tenants must use Lots only for residential purposes. No Person shall conduct any trade, business, profession, or other commercial activity, except homes may contain a home office if (1) the office is not used for visits by clients, patients, or customers, (2) such use does not result in excessive deliveries to the Lot, and (3) has no adverse effect upon other Hamblin Village residents.

ARCHITECTURAL REVIEW AND APPROVAL

- B. No Person may erect, plant, place, install, hang, replace, paint, stain, or remove any Improvements including, but not limited to, any:

- | | |
|---|--|
| 1. Buildings, houses, walls, or fences
(incl.: | 10. Outdoor play equipment |
| a. Exterior paint | 11. Sports courts, poles, goals, or structures,
(incl. Basketball hoops in swales) |
| b. Gutters & leaders | 12. Swimming pool |
| c. Exterior doors | 13. Water area |
| d. Windows | 14. Screen enclosure |
| e. Awnings | 15. Outside lighting |
| f. Hurricane & other shutters | 16. Antennae or satellite dishes |
| g. Porticos | 17. Aerials and weathervanes |
| 2. Ornaments | 18. Signs (incl. Political signs) |
| 3. Sculpture | 19. Poles (incl. Flagpoles) |
| 4. Mailbox | 20. Electronic devices (incl. generators,
batteries, exterior electric vehicle
charging outlets) |
| 5. Sewer | 21. Energy devices (incl. clotheslines and
solar panels, roofs, & other collectors) |
| 6. Drain | |
| 7. Driveway | |
| 8. Sidewalk | |
| 9. Landscaping or planting | |

on any Lot without prior approval of the Hamblin Village and Master Association Architectural Review Committees (ARCs); except Owners and Tenants may (i) display ornaments and lights commemorating a holiday for a reasonable time before, during, and after the holiday and (ii) install security cameras and lights. Even when both ARCs have approved a change, if the work requires approval by the Village of Wellington, the Owner must provide a copy of the permit to Hamblin Village before any work.

- C. The ARCs may approve signs, advertisements, notices, or other letterings not exceeding one square foot showing the Lot's address and Owner's name(s), or those provided by security service contractors.

- D. No Person may install or use any radio, television, or other noise or signal transmitting device which interferes with another Lot's noise or signal reception or peaceful, nuisance-free residential use.
- E. Owners and Tenants must store personal property, including watercraft, within the Lot's home or appropriate ARC-approved enclosures except for outdoor furniture or play equipment in good condition.
- F. No Person may modify or convert a garage to a bedroom, office, or other interior room.
- G. Owners and Tenants may use an ARC-approved clothesline airing or drying laundry only if screened from view from other Lot, Common Properties, or Master Common Properties, including roads and across the lake.

DWELLING OWNER LANDSCAPING AND OTHER MAINTENANCE

- H. Owners must "maintain in a neat, sanitary and attractive condition, and to repair, replace and restore" the Lot *and adjacent areas*¹, which includes,
 - 1. Preventing weeds, underbrush, refuse, or unsightly objects on the Lot;
 - 2. Keeping all Improvements including the home, landscaping, sprinkler systems, in good, safe, clean, attractive condition;
 - 3. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) lawns, trees, hedges, and beds;
 - 4. Mulching with (a) pine straw, chopped pine bark, or other wood mulch or (b) rock, stone, or pebbles in beds enclosed with approved border material;
 - 5. Inspecting for mold and cleaning it as soon as it is visible;
 - 6. Cleaning (under pressure or with proper cleaning products) and painting (as appropriate) the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, screen enclosures, wall-hangings, street numbering, and all other exterior surfaces; and,
 - 7. Inspecting for wood-rot, and repairing or replacing door frames, fascia, fences, and other wood surfaces.
- I. When not occupying the Lot as the Owner's primary Dwelling Unit, Owners must contract with a fully qualified, adequately insured, and fully licensed landscape service contractor to perform all of Owners' obligations, examples of which are provided in ¶ H above, including:

¹ Under the Declaration, Lot Owners are responsible for maintenance of their Lot and any property (i) between the rear or side Lot line and any adjacent lake or canal or (ii) between the rear or side Lot line and any Common Properties or Master Common Areas (as defined in the Master Covenants) through to and including the interior side of the rear or side hedge or (iii) any property between the front or side Lot line and any adjacent street or road, including all Improvements located thereon as may be subject to the Owner's control.

1. regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) the Lot's lawn, trees, hedges, and beds;
 2. cleaning exterior surfaces including the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, wall-hangings, street numbering, and screen enclosures; and,
 3. repairing and replacing landscape and exterior surfaces on the Lot and adjacent areas.
- J. Owners (a) may not delegate or contract, under a lease or otherwise, these duties to Tenants, other Lot occupants, or owners of other Lots, and (b) must provide evidence of a landscape service contract before any Lease approval or renewal approval.
- K. Landscape and lawn maintenance contractors must remove all cuttings, leaves, limbs, stumps, debris, and other vegetation or landscape by-product of their work from Hamblin Village by the end of each day such work is performed.
- L. Garbage, recyclables, and bulk.
1. Owners and Tenants must (1) place all garbage in plastic bags and then place such bags and recyclables inside Wellington-approved containers, and (2) keep all garbage, bags, recyclables, bulk items, and containers out of view from the street and other Lots, except immediately neighboring Lots, and Common Properties, except during the "Collection Period."
 2. Collection Days are for (a) regular garbage are Tuesdays and Fridays; (b) recyclables are Tuesdays; and (c) bulk (e.g., appliances, furniture, palm fronds) are on Fridays.
 3. The Collection Period is from 4 pm the day before a collection day (Tuesday or Friday) until 11 pm on the collection day. Garbage, recyclables, and bulk must not be placed near the street, in the front yard, or, for corner Lots, the side yard before the Collection Period and must be removed by the end of the Collection Period.
- M. Owners must maintain, repair, and replace their Lot's mailbox and may repair or replace a mailbox with an identical model without prior ARC approval, but subject to ARC review.
- N. Owners or Tenants must remove storm shutters, fabric, boarding, and other non-permanently installed storm protection within 72 hours after tropical-storm-force winds cease following a storm event in Wellington.
- O. Owners and Tenants absent from Lot for over seven days must (1) prepare for hurricane or other windstorms by removing all furniture, potted plants, and other movable objects from porches, terraces, patios, or elsewhere on the Lot; and (2) designate and identify to Association a qualified Person, subject to Association approval, to care for the Lot should it suffer windstorm damage ("Caretaker").

NUISANCE

- P. No Owner, Tenant, or other Person may cause or allow any obnoxious, unpleasant, unsightly, offensive activity or disturbing noises which is or could be reasonably construed by the Board as a nuisance, or which reasonably disturbs or interferes with other Owners', Tenants', or Persons' rights, comforts, or conveniences.

- Q. While the Board may determine other behavior to be a nuisance, noises after (i) 10 pm Sunday through Thursday and (ii) 11:59 pm Friday and Saturday including unreasonable playing or operating of musical instruments, stereo, televisions, radios, or sound amplifiers; setting off fireworks, or permitting frequent or constant dog barking, are *per se* nuisances.

ANIMALS

- R. Owners and Tenants may only keep household pets, such as dogs and cats, but must:
1. Register all animals with Hamblin Village on a Hamblin Village Animal Registration Form;
 2. Not allow any animals to roam free outside the Lot's home or disturb other Owners', Tenants', or Persons' peace, comfort or safety;
 3. Keep all animals carried, on a non-retractable leash (6' feet maximum), or in an enclosed rear yard;
 4. Keep all animals under the control of a responsible person when outside the Dwelling Unit;
 5. Not allow any animal to be a nuisance to other Owners, Tenants, or Persons;
 6. Promptly remove and properly dispose of animal waste;
 7. Not breed, foster, or sell animals as a business within Hamblin Village;
 8. Be limited, as to dogs, to no more than two dogs regardless of size per Dwelling Lot.
 9. Not keep or bring in to Hamblin Village any dog which is a pit-bull, pit-bull mix, rottweiler, or other aggressive breed, or any specific dog deemed dangerous by Association.

WATERCRAFT, VEHICLES, OTHER MOVABLE OBJECTS, AND PARKING

- S. Owners, Tenants, and other Persons:
1. Must keep any commercial or recreational vehicles totally enclosed in a garage and not visible from the outside, except Owners and Tenants may keep or allow:
 - a. commercial vehicles temporarily from 7 am to 7 pm as necessary for services to the Lot;
 - b. recreational vehicles during periods of loading/unloading;
 - c. vehicles permitted as a reasonable accommodation/modification under fair housing law;
 - d. commercial vans and pickup trucks whose outside lettering is concealed to the satisfaction of Master Association and Village Association; or
 - e. boats permitted, utilized, and stored on the Lot, but not on Common Areas, pursuant to the Master Declaration.
 2. Must not park, place, or allow any vehicle or object

- a. on the Lot, driveway, or sidewalk which interfere with pedestrian travel on the sidewalk,
 - b. on landscaped portions of Lots or Common Property areas,
 - c. on the street, or,
 - d. in any place which, alone or combined with other vehicles or objects, would obstruct emergency vehicles
3. Must not construct, reconstruct, or repair any vehicle or other objects unless totally enclosed in a garage and not visible from the outside.
 4. Must not keep, operate, or allow any vehicles, including motorcycles and mopeds, without installed and employed effective sound muffling devices; and,
 5. Must not interfere with towing any vehicle in violation of the Declaration or these Rules.
 6. Must not leave any sporting or other equipment on Common Areas unattended.

LEASING

- T. Hamblin Village's Residency Application Form (HamblinVillage.LeaseApplication.2020___) is attached and incorporated into these Rules such that requirements on the form embody Hamblin Village's Leasing Rules.

HAMBLIN VILLAGE HOMEOWNERS ASSOCIATION, INC.

APPLICATION FOR RESIDENCY (LEASE)

Hamblin Village's Governing Documents require written approval before any lease commencement or tenant/non-owner occupancy. Please carefully read:

- T. This Residency Application Form (HamblinVillage.ResidencyApplication.2020____) is attached and incorporated into these Rules such that requirements on the form are embody Hamblin Village's Leasing Rules.
1. Lot Owners must submit a Residency Application for any person who may occupy the Dwelling for more than 30 days or for any consideration or compensation of any kind.
 2. All leases or occupancy agreements must include and incorporate the HamblinVillage.ResidencyAddendum.2020____) executed by all Lot Owners and all prospective adult occupants.
 3. Lot Owners must be current on all monetary obligations to Hamblin Village and Olympia Master Association, Inc., prior to the approval period beginning. Hamblin Village, in the Board's sole discretion, enter into a payment/settlement agreement with the Lot Owner or prospective occupants to permit leasing or occupancy prior to satisfying monetary obligations.
 4. Lot Owners may only lease or permit occupancy of Dwellings for a minimum of 12 months. Two consecutive early terminations of a lease or occupancy agreement without good cause permitted under the Declaration will constitute grounds for future residency approval.
 5. Lot Owners may not lease or permit occupancy of a Dwelling more than once in any 6-month period.
 6. Residents may not sub-lease any Lot. Owners must lease the entire Lot and may not rent out individual rooms. Neither Owners nor Residents may rent out rooms through or participate in any short-term vacation rental services or like arrangements.
 7. Lot Owners who intend to permit others to occupy their Dwelling must deposit \$1,500.00, which shall not bear interest to the Lot Owner, with Hamblin Village. The deposit may be used by Hamblin Village to repair damage to the Common Properties for which the Lot Owner or occupants are liable. Hamblin Village will return any deposit balance to the Lot Owner homeowner within 30 days after written certification by Lot Owner that all non-Owner residents permanently vacated the Lot.
 8. Lease extensions or renewals are considered new leases and (a) must be approved in advance as provided herein, and extended or new residency periods must be for at least 12 months. Post-lease month-to-month tenancy is not permitted.
 9. Hamblin Village will not approve any applicant who fails to meet this criteria:
 - a. Verifiable average monthly income equal to the greater of the monthly lease rental amount or market rent as determined by the Board.
 - b. Credit score of at least 675.
 - c. No felony convictions or any convictions for operating a vehicle, watercraft, or aircraft under the influence of drugs or alcohol.
 - d. In the last 5 years, no misdemeanor convictions or citations for careless or reckless driving, or for speeding in excess of 20 miles over the speed limit in last 5 years.