

Notice of Meeting to Amend the Hamlet Declaration

Per ***Restated Bylaws, Section 2.8 Voting*** - the President calls a Special Meeting of the HOA per a request from over 20% of the Association to hold an election Repealing the Delegation of Maintenance Responsibilities previously stated by HOA Declaration on **October 19 22**, 2020 at 6:00PM.

Instructions to member:

By Lot Owner Ballot or Proxy or absentee ballots to be distributed by weeks end. Please return your ballot no later than by 4:00pm on **October 19th 22nd** to the Secretary

At Isabelle Doris's porch in the ballot drop box,
by postal mail to her mailbox at 81 Madison Dr., Williston, VT 05495, or
by email attachment to ismaha.doris@gmail.com:

She will conduct a roll call vote at the meeting and publish the ballot results to the Hamlet Homes website by **October 20 23**, 2020 at 6:00pm.

Warning: this will not absolve lot owners from maintaining their property nor prevent future assessments of the common properties. Please understand **Section 11.2 (c)** provides HOA authority to enforce home maintenance. Owners should maintain financial plans to support their long-term lot maintenance requirements.

*The Amendment repeal requires 29 votes to take effect. (see **Declaration, Article 9 Section 9.3(b)** Membership and by (**Declaration, Article 15 – Amendment**) the required number of 67% of membership to pass or modify Article 11.2, section (a).

**This modified amendment's final adoption will require a review and approval of the process and language by the Hamlet HOA legal counsel prior to final acceptance by the Hamlet Board of Directors.

Ballot Hamlet HOA

Date: __/__/____

Lot Owners: _____

Lot ID: _____

Yea: ____ Nay: ____

Please circle and initial only one as your choice

Motion:

The Hamlet HOA lot owners move to no longer *delegate* their home repair and maintenance responsibilities to the Association by striking and repealing the second paragraph of the **Hamlet HOA Declaration, Section 11.2 Maintenance of Lots and Dwellings. (a)** as previously written and reproduced immediately below in this motion and pending the review and approval of the amending process and language by the Hamlet HOA legal counsel in a timely fashion:

Section 11.2. Maintenance of Lots and Dwellings.

(a) Each Lot Owner shall be responsible for maintaining, repairing and replacing, at his or her own expense, all portions of his or her Lot and the Dwelling thereon in good repair. Such maintenance shall be consistent with this Declaration. In addition, each Lot Owner shall be responsible for paying the real estate taxes assessed against the Lot, and for maintaining all private electricity, telephone, cable television, and water or sewer pipes, lines, ducts, conduits, or other apparatus which serve only the Lot.

~~*Notwithstanding the above and due to the interest all Owners have in maintaining all Dwellings on the Property in a consistent manner, until modified or altered by an amendment to this Declaration, the Owners hereby delegate to the Association the responsibility for maintaining the structural and exterior portions of all Dwellings and Lots on the Property, including, without limitation, all roofs, exterior walls, porches, patios, doors, windows, window wells, garage doors, stoops, private electricity, telephone, cable television, water lines, sewer lines or footing drains for each Dwelling and all driveways, walkways and landscaping on the Lots. The Association's costs for such maintenance shall be included as part of the Common Expenses. Each Lot Owner shall provide the Association with reasonable access to their Lot and the exterior portion of their Dwelling at all reasonable times to carry out the Association's maintenance obligations.*~~

[Strike thru language is Repealed]

In addition, the Owner of each attached Dwelling shall be responsible for paying a pro rata portion of the maintenance, repair and replacement costs for all shared party walls, roofs, siding or other shared construction elements that are shared with any other Dwellings that are attached to the Lot Owner's Dwelling to the extent not covered by the Association's maintenance described above. Each Lot Owner's pro rata share of such costs shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of attached Dwellings forming a single building. For example, if a Lot Owner's Dwelling is part of an attached structure containing a total of two (2) attached

Dwellings, the Lot Owner shall be responsible for one-half (1/2) of the costs to maintain any shared party walls, roofs, siding or other shared construction elements to the extent not covered by the Association maintenance described above.

(b) All other landscaping located within the Common Elements shall be maintained, repaired and replaced by the Association.

(c) In the event that a Lot Owner should fail to perform any obligation required in subsection (a) hereof as may be determined by the Board of Directors, then the Board of Directors may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency as determined by the Board of Directors, it may act immediately; and in all other cases the Board of Directors may act hereunder following thirty (30) days written notice to the Lot Owner. All expenses incurred by the Association as a result of taking action under this section shall be chargeable to the Lot Owner as provided for under Sections 9.6 and 10.3 hereof.