

**HOA Board - Fiduciary Responsibility**

**The HAMLETS Homeowners Association Inc.**

***Declaration of Covenants, Conditions and Restrictions - The HAMLETS***

*The following statements are from the above document.*

**WITNESSETH:**

WHEREAS, Declarant desires to create thereon a residential community which shall have permanent open space and other common facilities for the benefit of the community and to provide for the preservation of the values of the community....

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, grants, establishes and conveys to each owner of a Lot, mutual, non-exclusive rights, privileges and easements of enjoyment on equal terms and in common with all other owners of Lots in and to the use of any Common Area now owned or which may hereafter be acquired by the Association....

**ARTICLE I  
DEFINITIONS**

**Section 2.** “Common Area” shall mean all real property (including the improvements thereto) which may be acquired by the Association for the common use and enjoyment of the Members of the Association. Common Area currently owned by the Association is described as Parcels “A” and “B”, THE HAMLETS.

**ARTICLE IV  
PROPERTY RIGHTS**

**Section 1. Member’s Easements of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Area, .....

**Section 2. Delegation of Use.** Any Member may delegate its right of enjoyment to the Common Area and facilities to the Members of its family, its tenants, or contract purchasers who reside on the Member’s Lot. However, every owner of a Lot by accepting a deed to such Lot covenants that should the owner desire to lease or rent its lot, that the lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by all Association Rules and Regulations and that any owner desiring to rent or lease a Lot further covenants that the lessor or renter will be provided a complete set of all Association covenants and rules and regulations.

**ARTICLE 5  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, including but not limited to the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

**Section 11. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

**ARTICLE IX  
POWERS AND DUTIES OF THE ASSOCIATION**

**Section 1. Discretionary Powers and Duties.** The Association shall have the following powers and duties, which may be exercised in its discretion:

- (b) To provide such light as the Association may deem advisable on streets and the Common Area, and for the maintenance of any and all improvements, structures or facilities, which may exist or be erected from time to time on any Common Area;
- (d) To use the Common Area and any improvements, structures or facilities erected thereon, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;
- (e) To mow and re-sow the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth and accumulation of debris; and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

**Section 2. Mandatory Powers and Duties.** The Association shall exercise the following powers, rights and duties:

- (a) To accept title to the Common Area and to hold and administer the Common Area for the benefit and enjoyment of the Owners and Occupiers of Lots within the Property;
- (b) To make and enforce rules and regulations governing the use of the Common Area;
- (d) To maintain a comprehensive policy of public liability and hazard insurance covering the Common Area....

The HAMLETS, a community with citizen participation.