

# Huntington at Tampa Palms Homeowners Association, Inc.

## Rules and Procedures

**September 16, 2024**

### **Hurricane Protection Specifications**

Huntington at Tampa Palms at a regularly scheduled and noticed board meeting with quorum present, adopted the following hurricane protection specifications for the association. This was done to codify the existing conditions and to comply with newly adopted portions of FS 720.3035 which require formal adoption of hurricane protection specifications.

The following hurricane protections will be approved with the simple submission of an RMC form:

- Roof systems recognized by the Florida Building Code that meet ASCE 7-22 standards.
- Permanent fixed storm shutters;
- Roll-down track storm shutters;
- Impact-resistant windows and doors;
- Polycarbonate panels;
- Reinforced garage doors;
- Erosion controls;
- Exterior fixed generators;
- Fuel storage tanks; and,
- Other hurricane protection products used to preserve and protect the structures or improvements on a parcel governed by the HOA.

**September 16, 2024**

### **Records Retained**

Per the 2024 change to FL statute 720.303 (b) 4. (4) that states every association shall adopt written rules governing the records retained, the following rule was adopted by the board.

The following records are retained in paper and digital form by the Huntington at Tampa Palms Homeowners Association, Inc. and are available of owner inspection upon request. Further the governing documents and rules are also available online at <https://tpoa.net/HuntingtonatTampaPalms.html>.

Huntington at Tampa Palms Homeowners Association, Inc. (Huntington) shall maintain each of the following items, when applicable for at least 7 years, with the exception of bids and proxies which are retained for one year:

1. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
2. A copy of the bylaws of the association and of each amendment to the bylaws.
3. A copy of the articles of incorporation of the association and of each amendment thereto.
4. A copy of the declaration of covenants and a copy of each amendment thereto.
5. A copy of the current rules of the homeowners' association.
6. The minutes of all meetings of the board of directors and of the members.
7. A current roster of all members and their designated mailing addresses and parcel identifications. A member's designated mailing address is the member's property address, unless the member has sent written notice to the association requesting that a different mailing address be used for all required notices.
8. All of the association's insurance policies or a copy thereof.
9. A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility.

- Bids received by the association for work to be performed are considered official records and must be kept for a period of 1 year.

10. The financial and accounting records of the association, kept according to good accounting practices. The financial and accounting records must include:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a periodic statement of the account for each member.
- c. All tax returns, financial statements, and financial reports of the association.
- d. Any other records that identify, measure, record, or communicate financial information.

11. A copy of the disclosure summary described in s. 720.401(1).

12. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by parcel owners, which must be maintained for at least 1 year after the date of the election, vote, or meeting.

13. All affirmative acknowledgments made pursuant to s. 720.3085(3)(c)3. [Acknowledgement that the association will change its method of delivery of the invoice for assessments or the statement of the account before the association may change the method of delivering an invoice for assessments or the statement of account.]

14. All other written records of the association not specifically included in this subsection which are related to the operation of the association.

### **September 16, 2024**

#### **MRTA Discussion**

Huntington at Tampa Palms Homeowners Association, Inc. (Huntington) adopted a rule that to comply with FS 720.303 4 E which states that every association shall review the status of all required MTRA filing on the first regularly scheduled meeting of the Board of Directors, following the annual organizational meeting each year.

### **September 16, 2024**

#### **Resident Notice**

As has been the agreed upon method of communication for all Huntington at Tampa Palms Homeowners Association, Inc. notice of meetings and neighborhood information, Huntington will continue to use email as the primary source of notification to all residents.

### **September 16, 2024**

#### **HOA Disclosure Form**

To comply with the requirement of FS 303 (4) 11, Huntington at Tampa Palms board adopted a rule whereby the required HOA disclosure will be listed as part of the official records maintained by the association and available for examination by any owner. This form will also be available online at <https://tpoa.net/HuntingtonatTampaPalms.html>.

## **DISCLOSURE SUMMARY**

### **FOR**

**(Huntington at Tampa Palms)**

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 800 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION.

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE

MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 0 PER YEAR.

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:                   PURCHASER:  
                                  PURCHASER:

The disclosure must be supplied by the developer, or by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.