

Sanctuary Rules and Procedures

April 2000 The Board agreed to assume day to day management of the Association and agreed that UPI would continue financial management. The reasons cited were:

- Speed of action (2 weeks to get irrigation repairs)
- Frequency of review - property manager drives the property once per week

June 2001 The Board agreed that (a) only licensed professionals would be retained for design or landscape services and (b) no owner in the Sanctuary (and no owner's company) would be retained for payment for any services to the Sanctuary.

Feb 2003 The Director with RMC responsibility will review all applications. She/he can proceed on routine applications between meetings and submit for final approval at the next meeting.

March 2003 Individually Board members may speak to owners regarding deed restriction matters "off the record" in an effort to gently gain compliance but any deed restriction letters must have the concurrence of the Board.

May 21, 2003 The Board agreed again that the Sanctuary policy is that no tree removal may take place without a city permit and Board approval and approval will be provided only after receipt of the City permit.

July 2003 Waive Processing fee (was \$100, was reduced to \$50) for new owners.

Oct 13, 2004 The Association will provide routine tree trimming, irrespective of the height of the trees. This was based on legal opinion regarding the documents. Trees will be trimmed that are adjacent to homes or the sidewalks. Trees in conservation areas or on the pond bank will not be trimmed unless they pose a danger to a structure.

"The Association's obligation is, as stated in the declaration "to trim" which includes the trees as no specific objects are included or excluded."

October 13, 2004 Per legal opinion the Association will not assume any responsibility for the maintenance or repair of roofs. The legal opinion was that the Board might be in violation of their fiduciary duty if association funds were spent on roofs.

"Yes, the Board is compelled to use the Association funds only for those purposes which are defined by the Declaration. Here, the hypothetical use of Association funds for roof maintenance would be a direct violation of the Declaration since the Declaration indicates that roof maintenance is the responsibility of the Owner."

May 16, 2007 It Board policy that if a homeowner contracts to have a driveway replaced, and the sidewalk and apron are deemed to be in need of replacement, the Board will approve expenditure of HOA funds to have the sidewalk and apron replaced.

August 22, 2007 The Board decided to stay with the current procedure of using US Mail as distribution rather than electronic means to notify residents of annual meetings. Newsletters, updates etc will continue by email but not statutorily required notices.. This was done to avoid neighbors missing notifications when they change email addresses, or fail to check emails.

April 8, 2015 The Board approved a specification for the roof tile color, Sanctuary Green, as required by the CCRs. The definition for “Sanctuary Green” is PP734/04 PPG Color # 917102000004181 (Colorance Definitions B-1Y+6+1/2 – C-20+1/2 – D-13 – W-1Y+9) or equivalent.

November 2016 The Board approved a rule to clarify Article XII, Section 15 of the Declaration of Covenants, Conditions and Restrictions of The Sanctuary at Tampa Palms for owners of side-entry garages based on comments made by Fire Inspector. These owners may park all vehicles in the driveway, not just those exceeding occupied garage spaces.

This was granted in consideration of the health and safety concerns associated with angle entry for the side-entry garages.

All other parking restrictions, specifically those in Article XII, Section 20, which in part does not allow the parking of commercial or recreational vehicles in the driveway and does not allow parking in the street or blocking the sidewalk, continue to apply.

Clarifications added March 2021

Street parking is only allowed for the following:

- Vendors and contractors working in the Sanctuary
- Owners doing work on their property requiring use of the garage and driveway
- Caregivers providing services to a resident
- Guests visiting a resident for an event.

June 19, 2024

The Sanctuary at Tampa Palms at a regularly scheduled and noticed 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; such standards are fully met by the faux slate concrete roofing and the composite faux slate detailed in the Declaration as required and adhere to an existing external appearance scheme as adopted in the Sanctuary Rules regarding roof tile color.
- 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.

August 21, 2024

Additional Clarification Regarding Parking

The Sanctuary at Tampa Palms board at a regularly scheduled and noticed meeting with quorum present, voted that the rules would be amended to codify the rule that had been in place for many years, that motorcycles and mopeds may not be parked outside on any lot.

August 21, 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 Sanctuary at Tampa Palms board and are available of owner inspection upon request. Further the governing documents and rules are also available online at <https://tpoa.net/SanctuaryatTampaPalms.html>.

The Sanctuary at Tampa Palms Homeowners Association, Inc. (The Sanctuary) 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.

August 21, 2024 Annual MRTA Review

The Sanctuary at Tampa Palms Homeowners Association, Inc. (The Sanctuary) adopted a rule that to comply with FS 720.303 4 E which states that every association shall review the status of all required MRTA filing on the first regularly scheduled meeting of the Board of Directors, following the organizational meeting each year. (The Sanctuary MRTA refile is not due until 2048)

August 21, 2024
HOA Disclosure Form

To comply with the requirement of FS 303 (4) 11, the Sanctuary 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/SanctuaryatTampaPalms.html>.

DISCLOSURE SUMMARY
FOR
(The Sanctuary 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 \$ PER . YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER .
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 \$ PER .
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.