



Purpose

This document is intended as a quick reference for Huntington owners and board members, which summarizes the most important policies, rules, regulations and operating procedures of the Huntington Homeowners' Association. The complete rules and regulations are contained in the association's Bylaws, Declaration of Covenants, and book of resolutions kept by the association secretary. The section on landscaping is covered in more detail in a separate document. This document was last updated on July 27, 2020 with new pool rules.

The basics

The Courtyard: This is the central open area of the Huntington, up to the garage doors of the individual units. It is owned by the Huntington Homeowners' Association, which is responsible for all maintenance.

The Swimming Pool: The swimming pool and the area around it are owned by the association, which is responsible for all maintenance.

Public Parkway: This is the landscaped area between the sidewalks and the public streets. The association is responsible for landscape maintenance of the parkway.

Homeowners' Property: The Huntington is *not* a condominium project. Rather, the homes are individually owned. However, the homes do carry deed restrictions that delegate most aspects of exterior maintenance to the Association. The board policies and rules on maintenance, as of June, 2006, are covered in the sections below.

Rentals:

The members of the association voted on July 14, 2019, to amend the Declaration of Covenants to regulate the occupancy and rental of individual units.

Residential use of property. Occupancy of the units is limited to single-family. One of the amendments added a definition of single-family as “one person living alone; two unrelated persons; or two or more persons related by blood, marriage or adoption.”

Leasing:

A new owner may not lease or rent the dwelling during the first 12 months of ownership.

After the initial year expires, any lease or rental shall be not less than seven months.

No more than one lease or rental is allowed in any 12-month period.

Courtyard Rules

Pets: Dogs are allowed in the courtyard, but they must be leashed and the owner must clean up after them.

Trucks: Trucks with more than six wheels are prohibited from the courtyard. Owners are asked to direct larger delivery vehicles to park on the public streets or in the alley.

Parking: Parking is **NOT ALLOWED** in the courtyard, except short-term for pickup, delivery and car washing; during serious inclement weather; and during major downtown events when no parking is available on the street. Cars must be removed from the courtyard as soon as possible after such downtown events. Nearby street parking is limited to 90 minutes, except that neighborhood residents can obtain a permit for unlimited parking. The permit comes with guest passes.

Bricks: Homeowners may expand the bricked areas of their yards without permission. However, any new brick must match the existing brick. The bricks are manufactured by Pine Hill Brick and are part of their Old Series, and are named Old Tavern. They can be viewed at www.pinehillbrick.com—Old_Tavern. They are available at Colorok in Tampa.

Pool Rules

1. No food or beverages in pool or on pool wet deck.
2. No glass or animals in the fenced pool area.
3. Bathing load: 8 persons.
4. Pool hours: dawn to dusk.
5. Shower before entering.

6. Do not swallow pool water.
7. Do not use pool if ill with diarrhea.
8. Persons under 15 must be accompanied by an adult.
9. **NO DIVING.**

Sign Rules

For sale: When a unit is for sale, the owner may put up one sign, no larger than four square feet in area.

Professional: A sign no larger in area than one square foot is allowed.

On Common Property: Individual owners may not post any signs on the common property. This includes the fence that borders the swimming pool area and the alley wall.

Building Maintenance

Exterior Surfaces: It is the policy of the Huntington Homeowners' Association to maintain the exterior of all of the buildings at the Huntington in accordance with the governing documents, as interpreted in legal opinions received in December, 2005, and in February, 2004, from the law firm of Becker and Poliakoff. If any of the policies listed below conflict with the governing documents, then the governing documents shall take precedence.

Repair and Replacement

The exterior of a building include clapboards, trim boards, gutters, roofing shingles and flashing. It does not include anything that lies beneath those surface materials, such as building sheathing.

The Association shall hire and supervise qualified contractors to make all repairs to exterior surfaces at the Huntington. Individual unit owners may not undertake such repairs or maintenance themselves, nor may they hire contractors to do so.

In the case of normal wear and tear, the cost of maintenance or repair to exterior surfaces shall be borne by the association.

In the case of casualty incidents, the cost shall be borne by the individual unit owner. Casualty incidents include anything that could be covered by insurance, such as an automobile hitting a wall and breaking some clapboards.

Annual Inspection: The Board of Directors or its designee at least once a year shall examine the exterior of all buildings to assess any surface damage that needs to be repaired. Any necessary repairs, as determined by the Association, shall be made in a timely manner following the inspection. This includes repairs or maintenance necessitated by normal wear and tear, and by casualty incidents.

Non-surface Materials: In some cases, a contractor that is making repairs to surface materials may discover that there is also damage to underlying materials that are the responsibility of the unit owner, rather than of the Association. This would include such things as the sheathing that underlies the clapboards. In such cases, the Association shall hire a contractor to make all of the repairs, with the cost to be shared as appropriate between the Association and the owner.

Scheduling and Payments: In some cases, as stated above, the unit owner is financially responsible for some or all of the repairs that are undertaken by the Association.

In these cases, the Association shall coordinate scheduling and payment with the owner. The contract proposal for the work shall be itemized, and when the work is complete an invoice sent to both the owner and the Association, for each party's portion of the work.

If an owner is unresponsive or refuses to cooperate, the Association shall undertake the required work and then assess the owner for the cost. In such cases, the owner shall be given 60 days in which to pay the bill. If payment is not made within that time, then the Association may pursue legal remedies.

Pest Control

Subterranean termites: The association has a contract with Terminix Inc. for the prevention and/or treatment of any subterranean termite infestations. This contract includes insurance covering any damage caused by such termites.

Drywood termites: The association is not responsible for any prevention or treatment of drywood termite infestations. All such treatment or prevention is the responsibility of the individual homeowners.

Other insects: The association contracts for pest control related to landscaping. The association is not responsible for any other pest control either within or around the buildings, such as for ant infestations.

Landscaping

Please refer to the separate policy guide on landscaping. The landscaping policy was updated on July 28, 2013.

Maintenance Fees

Monthly maintenance fees are due on the first day of each month. On the tenth of each month, the association treasurer will:

Send out a reminder notice to any owner whose payment for that month has not yet been received.

Send out an overdue notice to any owner whose payment for the previous month has not yet been received.

Send out a letter to any owner whose payment for two months earlier has not yet been received. This letter will inform the owner that the association will pursue legal avenues to collect the overdue fee.

Miscellaneous

Front Gate: The kiosk at the front gate is programmed so that homeowners can punch in a four-digit code to open the gate. There is also a code that can be given to vendors.

Flags and Flag Poles: Free standing (ground mounted) flag poles are strongly discouraged. Flags limited in size to approximately 2 feet by 3 feet in tasteful colors are not discouraged. They should be on poles attached to the home on a bracket.

Patio Umbrellas: Patio Umbrellas are not discouraged as long as they are not too large and are in subtle colors compatible with the colors of the homes.

Satellite Dishes: Satellite dishes are permitted in the Declaration with the prior written consent of the Architectural Control Committee. The committee shall consider applications for installation on a case-by-case basis in accordance with the Declaration. Depending on the circumstances of the unit, the dish shall be permitted in the rear yard, on the rear side of the unit, or attached to the chimney.

Web Site: The association maintains a web site at www.huntingtonth.com. Various information is posted there, including budget reports and minutes of past board meetings and annual meetings.

Package Delivery: The association maintains a mailbox at the UPS Store at 2nd Street and 2nd Avenue South. Residents may use that address for delivery of parcels if they wish. To do so, have a parcel addressed to

Your Name

c/o Huntington HOA

200 2nd Avenue S. #107

St. Petersburg FL 33701

If you use this service with any frequency, the best thing is to alert the owner there so that he can call you when a package is received. The owner is Joe Pugliano, phone number 826-6075. The advantage of the service is that you don't have to be home to receive a parcel. The disadvantage is that you have to go pick it up. The UPS Store is open until 7 p.m., Monday through Saturday.

Hurricane Protection

The Board of Directors on October 10, 2005, adopted the following rules about storm protection:

Permission required: Any unit owner who wishes to install any form of storm protection on a unit must first obtain the permission of the Architectural Control Committee (ACC), or of the Board of Directors at times when there is no sitting committee. In making a decision, the deciding body shall follow the timetable and rules contained in the Declaration of Covenants, Article V, Architectural Control Committee. The deciding body shall apply the following criteria in making its decisions:

Replacement Windows: Replacement windows are the preferred form of storm protection. Replacement windows must match as closely as possible the color and grid pattern of the windows that were originally installed in the units. The original windows were white aluminum, with a nine over one grid pattern, with muntins of about 1.125 inches wide. Muntins in replacement windows may be installed between the panes of double-paned windows, rather than on the outside. Replacement windows may be of vinyl or aluminum and must meet the current building code. Installation must be done by a licensed and insured contractor.

Plywood: Plywood or other materials that are attached directly to the window frame are allowed. Plywood panels must be installed in keeping with the recommendations of the Federal Alliance for Safe Homes or the Florida Building Code.

Other Methods: No methods of storm protection other than those listed above are allowed. However, if a unit owner believes that some other method would be suitable for the Huntington, then the owner may make application to the Board of Directors. The board may deny permission at its own discretion. Or, the board may amend these rules to allow some new method, in which case the board shall list the criteria that must be followed for the new method to be accepted. If amendments are adopted, the board could then consider the unit owner's application.

Temporary Installations: Any temporary methods of storm protection may be put in place only during an officially declared hurricane or tropical storm watch or hurricane or tropical storm warning. Any such temporary protection must be removed within 48 hours of the ending of the warning or watch. Any damage caused to the exterior of the home by the installation must be repaired by the unit owner in a timely matter.