

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HUNTINGTON AT TAMPA PALMS**

THIS DECLARATION, made and executed this 12th day of December, 2005, by one hundred percent (100%) of the Lot Owners in the Huntington Subdivision of Tampa Palms located in Hillsborough County, Florida, and more completely described herein (collectively hereinafter referred to as "**Declarants**" or "**Declarant**").

WITNESSETH

WHEREAS, the undersigned are the Owners of that real property known as Huntington at Tampa Palms, a master planned community, which property is described in Exhibit "A" attached herein, and desire to maintain a gated residential community of single-family detached housing, to impose upon such real property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of such real property and all of its future owners.

WHEREAS, by ordinance, the platted right of way and improved streets within the Community, as hereinafter defined, which streets are commonly known as Wesley Drive and Langhorne Court, were vacated by the City of Tampa;

WHEREAS, the Association, as hereinafter defined, was given fee interest in the vacated right of way by the Owners and accepted responsibility from the City of Tampa for

maintaining and repairing the streets thereon for the benefit of the Owners subject to the conditions of the Ordinance, as hereinafter defined;

NOW THEREFORE, Declarants hereby declare that all of the real property described in Exhibit "A", together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Exhibit "A" and every part thereof and all of which shall run with the land and the title to the real property subject to this Declaration and shall be binding upon all parties having or acquiring any right, title or interest in all or any portion of the real property now or hereafter made subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or any amendment (unless the context shall prohibit), shall have the following meanings:

SECTION 1. "Articles" shall mean and refer to the Articles of Incorporation of the Huntington at Tampa Palms Homeowners' Association, Inc., attached hereto as Exhibit "B".

SECTION 2. "Association" shall mean and refer to Huntington at Tampa Palms Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

SECTION 3. "Board of Directors" or "Board" shall mean and refer to members of the Board of Directors of the Association as from time to time elected or appointed.

SECTION 4. "By-Laws" shall refer to the By-Laws of the Huntington at Tampa Palms Homeowners' Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference.

SECTION 5. "Common Area" or "Common Areas" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located hereon, now or hereafter owned by the Association for the common use

and enjoyment of the Owners. The public right of way vacated in the Ordinance and the roads, sidewalks and other improvements built thereupon are part of the Common Area.

SECTION 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including but not limited to maintenance of the Common Areas, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles, and the By-Laws.

SECTION 7. "Community" shall mean and refer to all the real property and interests therein described in Exhibit "A", which is subject to this Declaration, and any additions as may be made by the Association.

SECTION 8. "Community-Wide Standard" shall be defined as in the Master Declaration.

SECTION 9. "Declaration" shall mean and refer to this document, entitled Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms , as the same may be amended and supplemented from time to time.

SECTION 10. "Eligible Votes" shall mean those votes available to be cast under the Declaration or the By-Laws.

SECTION 11. "Lot" shall mean any one of the parcels of land into which the Community has been subdivided according to the Plat thereof and all improvements located thereon.

SECTION 12. "Majority" means those eligible voters, Owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

SECTION 13. "Master Association" shall mean and refer to Tampa Palms Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

SECTION 14. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Owners Association, Inc., as recorded in Official Record Book 4753, Page 1345, in the Public Records of Hillsborough County, Florida, and as subsequently amended or supplemented from time to time.

SECTION 15. "Master Land Use Plan" shall refer to the Plat of the Community most recently approved by the City of Tampa, Florida, or Hillsborough County, Florida, and as it may be amended from time to time.

SECTION 16. "Member" shall mean and refer to all those Owners who are members of the Association as provided in this Declaration.

SECTION 17. "Ordinance" shall mean and refer to City of Tampa Ordinance No. 2005-56 in the attached Exhibit "D", which passed on February 24, 2005, and which provided for the vacation of the right of way within the Community and established specific conditions as part of said vacation in order to be effective.

SECTION 18. "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot or Unit located within the Community, excluding, however, the Association and any Person holding such interest merely as security for the performance or satisfaction of an obligation.

SECTION 19. "Person" shall mean and refer to any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

SECTION 20. "Plat" shall mean and refer to the Plat of Tampa Palms Area 2 7E Unit 1 filed in Plat Book 69 at Page 42-1 of the Public Records of Hillsborough County, Florida and the Plat of Tampa Palms Area 2 7E Unit 2 filed in Plat Book 71 at Page 28 of the Public Records of Hillsborough County, Florida.

SECTION 21. "Residential Unit" or "Unit" shall mean a portion of the Community intended for use and occupancy as a single family residence. Further, the term also shall include all portions of the Lot and any structures which may now and hereafter be constructed thereon within the boundaries of a Lot as such Lot is shown on the Plat. Each Owner shall be entitled to the exclusive ownership and possession of his or her Unit, subject to this Declaration.

For purposes of this Declaration, a Residential Unit shall come into existence when a certificate of occupancy is issued by the appropriate governmental entity or when the Association, in its reasonable discretion, determines it to be substantially complete.

SECTION 22. "Rules and Regulations" shall mean and refer to procedures for administering the Association and the Common Area as adopted by resolution of the Board of Directors.

SECTION 23. "Side Right of Way" shall mean and refer to that portion of the right of way lands vacated by the Ordinance and subsequently owned by the Association which are adjacent to and lie between a Lot's front, side or rear boundary line and the edge of the curb (if a

curb is present) or the edge of the road (if no curb is present) constructed in the vacated right of way.

SECTION 24. Recitals and Exhibits Incorporated. The foregoing recitals and the referenced and attached exhibits are true and correct and incorporated herein by reference.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. The Declarant and every Person who is the record owner of a fee or undivided fee interest in any Lot in the Community shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owners, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership is compulsory and shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based. The rights and privileges of membership including the right to vote and hold office may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. Change of membership shall be established by recording in the Public Records of Hillsborough County, Florida a deed or other instrument which conveys fee title to a Lot or Unit, and by the delivery to the Association of a copy of such recorded instrument.

SECTION 2. Voting Rights. The Association shall have one (1) class of membership.

ARTICLE III

ASSESSMENTS

SECTION 1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of maintaining, repairing, operating, and promoting the recreation, welfare, and health of Owners, and administering the Association property, including without limitation, the entry facility, gates and roadways in and through the Community, and the

maintenance of real and personal property within the Community owned by the Association, all as may be more specifically authorized from time to time by the Board of Directors.

SECTION 2. Creation of a Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed or other conveyance thereof, regardless of whether so expressed in any such deed or other conveyance, covenants and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments; and (3) individual special assessments. Each such assessment, together with eighteen percent interest per annum, costs of collection and reasonable attorney's fees shall be a charge and continuing lien on the real property and improvements of the Owner against whom each such assessment is made and shall also be the personal obligation of the Owner and the Owner's successors and assigns of such real property at the time when the assessment becomes due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any portion of the Common Area or by the abandonment of the property against which the assessment was made. In the case of co-ownership, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Annual and Special Assessments shall each be levied equally on all Lots and shall be paid in such a manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in quarterly installments.

SECTION 3. Annual Assessments. Annual assessments shall be levied by the Association and shall be used for the general purposes of the Association, including without limitation, the maintenance of real and personal property within the Community which is owned by the Association, including, without limitation, the maintenance and repair of private roads and rights of way and sidewalks, the payment of taxes, insurance and debt service, payment of Common Expenses, and the management and administration of the Association.

SECTION 4. Special Assessments. In addition to the annual assessment authorized herein, the Association may levy a special assessment in any year for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of the Common Area and improvements thereon or any other unexpected expense or operating cost of the Association. Special Assessments shall be paid as determined by the

Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum.

SECTION 5. Individual Special Assessments. In addition to the annual and special assessment authorized herein, the Association may levy an individual special assessment against an Owner for the purpose of recouping the cost for the repair of any damage to the Common Areas, including, without limitation, any entry gate mechanism or arm, attributable to Owner or Owner's family, guests, invitees, tenants, employees, representatives or contractors or for the costs of remedying any failure by an Owner to comply with the requirements of this Declaration or the Rules and Regulations. Such individual special assessments shall be treated as all other types of assessments authorized herein, including without limitation, the creation of a lien against the Lot and the improvements thereon and the use of foreclosure proceedings for collection.

SECTION 6. Date of Commencement of Assessments. All annual assessments shall be payable quarterly, in advance, and shall commence on the date set by the Board of Directors. The due date of any special or individual special assessment provided for herein shall be set in the resolution authorizing such assessment. Written notice of each assessment shall be provided.

SECTION 7. Computation. It shall be the duty of the Board to prepare and deliver a budget, at least thirty (30) days prior to the meeting at which the budget is presented to the Members, covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve sufficient to meet the projected needs for replacement or repair of each Association asset, including but not limited to, the entry facilities and landscaping of the Common Areas.

The budget and the assessment shall become effective unless disapproved by a majority of the Members of the Association, voting in person or by proxy, at a duly called meeting of the Members of the Association. In the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the

then current year shall continue for the succeeding year. All reserve funds shall be used for their stated purposes unless otherwise approved in advance by a vote of the majority of the members voting in person or by proxy at a meeting of the members of the Association.

SECTION 8. Liens for Unpaid Assessments. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid assessments, including interest, and costs (including attorney's fees) provided for herein, on the respective Lot which shall relate back to the recording of this Declaration, and shall be prior and superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (b) a lien or charge for any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value; (c) a lien for assessments or other charges of the Master Association.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Lot pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure. No sale or transfer shall relieve such Lot from lien rights for any assessments that thereafter become due.

All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment, special assessments and individual special assessments which are not the subject matter of suit in the order of their coming due.

ARTICLE IV

MAINTENANCE

SECTION 1. Association's Responsibility. Except as may otherwise be provided below, the Association shall maintain and keep the Common Areas in good repair consistent with the Community-Wide Standard. This maintenance may include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping, roads, and improvements situated within or upon the Common Area.

The Association shall also maintain and keep in good repair all improvements constructed by the Association and/or the Declarant within the road and drainage right-of-ways or easements shown on the Plat unless such improvements are maintained and repaired by a private or public utility, community development district or other entity. The Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The Association shall perform its maintenance responsibilities under the Declaration in a manner consistent with the Community-Wide Standard established pursuant to the Master Declaration. The Master Association shall be authorized to assume the maintenance responsibilities of the Association under the Declaration and under the Master Declaration and to assess all costs thereof to the Owners as a Subdistrict Assessment pursuant to Article X of the Master Declaration if the Association should fail to adequately perform its maintenance responsibilities as described herein.

The Association shall maintain all landscaping within the Common Areas which is not otherwise the responsibility of Owners as provided herein. Maintenance may include, without limitation, fertilization, mowing, edging, chemical treatment of sod, trees and shrubs for pest control and disease and the trimming of trees and shrubbery, including, without limitation, the trimming of trees and shrubbery within the Side Right of Way. Maintenance may include the replacement of sod and may, in the Board of Directors' sole discretion, include replacement of trees and shrubs. The Association shall not be obligated to replace trees and shrubs on any part of the Common Area, including, without limitation, the Side Right of Way. The Association shall not be responsible for repairing or replacing Common Area landscaping which was not installed by the original developer for the Community or by the Association. Sidewalks within all Common Areas, including, without limitation, Side Right of Way areas, shall be maintained by the Association.

All maintenance performed by the Association pursuant to this Article shall be considered Common Expenses.

The landscaping within the Side Right of Way area of each Lot shall be maintained by the Lot's Owner in accordance with the Community Wide Standard established under the Master Declaration. Such landscaping, which has been damaged due to the failure of the Lot Owner to provide adequate irrigation (unless the Association provides irrigation to such Side Right of Way

areas and such damage or loss is attributable to the failure or inadequacy of such irrigation systems) or due to the negligent or intentional act of the Owner or Owner's guests, invitees, tenants, representatives or contractors shall be immediately replaced and restored by the Owner, at their expense. No landscaping, other than normal turf type grasses shall be planted and no improvement, whether temporary or permanent, shall be placed by an Owner in the Side Right of Way or any other portion of the right of way for the private roads vacated under the Ordinance unless the Owner receives proper authorization as required in the Ordinance and the written approval of the Board of Directors. Nothing herein shall be construed to allow landscaping or improvements to Lots or Common Areas by Owner's without proper authorizations as may also be required under this Declaration, the Master Declaration, the Rules and Regulations or other deed restrictions. Nothing herein shall be construed to give an Owner any right, title or interest in any Common Area lands which the Owner is obligated to maintain hereunder, except for the Owner's undivided interest in the Common Areas as provided elsewhere herein. Owners may not remove, destroy, damage or harm landscaping, including, without limitation, trees or shrubbery, which exists in the Side Right of Way or upon any other Common Area without the consent of the Board. Reasonable and prudent maintenance of landscaping, including, without limitation, trees and shrubbery, within Side Right of Way areas by Lot Owner's adjacent to such Side Right of Ways, which is reasonably intended to benefit the health and welfare of said landscaping, trees and shrubbery, shall be allowed without the Board's consent. Landscaping, trees and shrubbery within the Side Right of Way, which naturally die or are damaged by the elements or are otherwise deemed (in the Board's sole discretion) undesirable, may be removed by and at the expense of the Association or, if approved in writing by the Board, so removed by an Owner at the Owner's expense, and thereafter may be replaced or restored by the Association as provided herein or, if approved in writing by the Board, replaced or restored by an Owner, at their expense.

The Association may enter into agreements with the Master Association, the Tampa Palms Community Development District, or surrounding associations or property owners regarding maintenance and use of the Common Areas or such other areas which the Association, may from time to time assume the responsibility for maintenance as provided for herein.

ARTICLE V

USE RESTRICTIONS AND RULES

SECTION 1. General. The Board of Directors may establish or modify the Rules and Regulations, provided that any such Rules and Regulations or any modifications thereto are approved by a vote of a majority of the Members voting in person or by proxy at a meeting of the Members of the Association. Such Rules and Regulations shall be binding upon all Owners and occupants and their guests and invitees and shall be consistent with the rights and duties established by this Declaration and the Master Declaration.

SECTION 2. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Common Area without the prior written approval of the Board or any other committee as may be required under the Master Declaration. The Board shall have the right to erect signs upon the Common Area without the necessity of obtaining any such consents.

SECTION 3. Occupants Bound. All provisions of the Declaration and of any Rules and Regulations or use restrictions promulgated pursuant hereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Unit.

SECTION 4. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

SECTION 5. Soliciting. No soliciting will be allowed at any time within the Community.

SECTION 6. Underground Utilities. All cables, wires, pipes, conduits and other apparatus for provision of utilities to a Unit or any structure thereon shall be buried underground.

SECTION 7. Traffic Hazards. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community which, in the Board's sole discretion, creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

SECTION 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. Premiums for all insurance shall be Common Expenses of the Association. This insurance shall cover loss or damage by fire and other hazards normally included under an extended coverage policy, vandalism, and malicious mischief. Alternatively, the Board may purchase "all-risk" coverage.

The policies may contain a reasonable deductible. The deductible shall be paid by the party who would be responsible for the repair or damages in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

The Board shall obtain a public liability policy applicable to the Common Area covering the Association for all damage or injury caused by the negligence of the Association or any of its agents, and, if reasonably available, directors' and officers' liability insurance.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and the respective benefited parties as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida and holding a Best's rating of B+ or better and rating of X1 or better in the Financial Size Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All liability policies shall be for the benefit of the Lot Owners.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors thereunder be brought into contribution with insurance

purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the greater metropolitan Tampa, Florida area.

(f) The Association's Board of Directors shall be required to make reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy excluded individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, to the extent necessary to satisfy the requirements of applicable laws and a fidelity bond or bonds, if reasonably available, on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined by the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without

compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

SECTION 2. Damage and Destruction to Lots or Units. In the event of loss, damage, or destruction of structures comprising a Unit or constructed or placed upon any Lot, the Owner shall either (i) proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, allowing for such modifications as may be necessary to meet current building codes or as may be approved in accordance with Article VI hereof; or (ii) if the Owner determines not to rebuild or reconstruct, the Owner shall clear the Unit or Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter maintain it in a neat, clean, and attractive condition consistent with the Community-Wide Standard.

SECTION 3. Damage and Destruction.

(a) **In General.** Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location as existed prior to the fire or other casualty, with such modifications as are necessary to meet current building codes.

(b) **Repair and Reconstruction.** Any damage or destruction to the Common Area shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Members vote to not repair or reconstruct the Common Area. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction to the Common Area shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of

Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned. Additional special assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired and no alternative improvements are authorized, then and in that event the property shall be cleared of all debris and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Notwithstanding the forgoing or any other provision to the contrary, in the case of damage or destruction of roadways which are part of the Common Area and reasonably necessary to provide access to Units, the Association shall make such timely and reasonable repairs to the damaged roadways or provide reasonable alternative means of access to Lots which are without access due to the casualty.

ARTICLE VII

CONDEMNATION

In the event of condemnation of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Members of the Association shall otherwise agree. The provision of Article VII, Section 3, applicable to Common Area improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE VIII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provision contained therein.

SECTION 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor of the Lot number, therefore becoming an “eligible holder”), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owned by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days.

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which requires the consent of a specified percentage of mortgage holders.

SECTION 2. Special FLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer with the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (the issuance and amendment of architectural

standards, procedures, Rules and Regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in Article II, Section 2 of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payment shall be entitled to immediate reimbursement from the Association.

SECTION 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 4. Notice to Association. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

SECTION 5. Amendments by Board. Should the Federal National Mortgage Association or the Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such change.

ARTICLE IX

EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Lot Owners, the Association, Declarant, and others concerning easements affecting the Community shall include the following:

SECTION 1. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a nonexclusive right and easement of ingress and egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(i) the right of the Association to limit the number of guests of Lot Owners and occupants who may use the Common Area, by use of identification tags or passes, or otherwise;

(ii) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject to and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Lot or Unit Owner, or the holder of any mortgage, irrespective of when executed or given by any Lot Owner, encumbering any Lot or other property located within the Community. (Any provision of this Declaration or any such mortgage given by the Association to the contrary notwithstanding the exercise of any rights herein by the holder thereof in the event of default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Unit Owner, or the holder of any mortgage, irrespective of when executed or given by any Lot Owner, encumbering any Lot or other property located within the Community); and

(iii) the right of the Association to grant easements across the Common Area to persons who are not Owners; and

(iv) the right of the Association to dedicate or transfer all or any portion of the Common Area subject to such conditions as may be agreed to by the Members of the Association and subject to the approval requirements contained in Article X, Section 4(b).

(b) Any Unit Owner may delegate his or her right of use and enjoyment in and to the Common Area and facilities located thereon to the members of his or her family, his or her tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of his or her Unit, if such Unit is leased.

SECTION 2. Association Easements. The Declarant hereby establishes, grants and conveys to and for the benefit of the Association, its successors and assigns, the following easements:

(a) A nonexclusive perpetual blanket easements upon, across, above and under all real property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining and relocating utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, reclaimed water, telephone, and electricity, as well as storm drainage and other services such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to service the Community. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, maintain or relocate or to authorize the installation, repairing, replacing, maintaining or relocating of such wires, conduits, cables and other equipment related to providing any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement without the consent or approval of the Members. Notwithstanding the above, all utilities shall be installed underground.

(b) A perpetual nonexclusive easement upon, across, above and under all of the Community in favor of the Association, its successors and assigns, for ingress, egress, and access to Common Areas and Association real property, improvements, and facilities and for the construction, installation, operation, repair, reconstruction and maintenance of Common Areas and Association real property, improvements, and facilities.

(c) A perpetual nonexclusive easement upon, across, above and under all of the unimproved areas of the Lots for minor encroachments (up to one (1) foot into any Lot) for roads, curbing, landscaping, underground irrigation, incidental utility lines, gated entry

infrastructure and other Association improvements, which are used and located in a manner so as not to interfere with the development or use of the affected Lot; provided that if any such encroachment interferes, in any material respect, with the existing use of the affected Lot as the use of the Lot is existing as of the date this Declaration is recorded, the Owner of the affected Lot shall have the right, by sixty (60) days written notice to the Association to require the relocation of the encroaching item (if a suitable alternative location exists on the affected Parcel) or the removal of the encroaching item (if no suitable alternative location exists on the affected Lot).

(d) A nonexclusive temporary construction easement upon, across, above and under all of the Community for the purpose of constructing improvements on the Common Areas from time to time. Association agrees that it shall carry out the construction of the Common Area improvements in a manner so as not to unreasonably interfere with an Owner's use and enjoyment of their Lot or Unit and the Association shall be limited to using a temporary construction easement area extending no more than three (3) feet into any Lot or Unit. The Association shall restore the Owner's landscaping, including, without limitation, the replacement of damaged sod and leveling of ruts, to a condition similar to what was present upon the Lot immediately prior to the Association's use of the temporary construction easement. Owner agrees that such restoration may be done by using plants of a similar type and size but the Association shall not be required to exactly restore the damaged landscaping or provide continuing care or maintenance of same after restoration or replacement.

(e) A nonexclusive perpetual easement to construct, place, install and maintain on all Lots from time to time such underground irrigation and sprinkler lines, control panels, and related underground facilities and equipment (the foregoing being collectively referred to hereafter as the "Underground Irrigation Facilities") for the purpose of providing irrigation to Common Areas within the Community, provided that such Underground Irrigation Facilities do not unreasonably interfere with an Owner's use and enjoyment of their Lot. The Declarant has also reserved for the Association the right of access to any such Underground Irrigation Facilities for maintenance and repairs. Nothing contained in this easement shall obligate the Association to install Underground Irrigation Facilities on any specific Lot or Common Areas or to provide irrigation to any Lot or Common Areas. The Association shall repair any damage to an Owner's Lot caused by its use of this easement or the installation, maintenance or repair of Underground

Irrigation Facilities thereon. Such repairs shall restore the Owner's Lot the condition it was immediately prior to the Association's use of the easement. Owner agrees that such restoration may be done by using plants of a similar type and size but the Association shall not be required to exactly restore the damaged landscaping or provide continuing care or maintenance of same after restoration or replacement.

SECTION 3. Rights of Way Easements. The Declarant and Association, as may be applicable, hereby establishes, grants and conveys the following easements:

(a) A perpetual nonexclusive easement over, upon, and across all the rights of way vacated in the Ordinance, which easement shall be in favor of all Owners of the Lots in the Community, and their successors and assigns, as well as their invitees and licensees, for the purpose of vehicular and pedestrian ingress, egress, and access over the paved portions of the right of way intended for such purposes. This ingress, egress, and access easement shall not be terminated, limited, or infringed upon for nonpayment of any assessment or other charge levied by the Association. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area, including, without limitation, the roadways, unless specifically allowed in this Declaration, the Master Declaration or the Rules and Regulations. The provisions of this easement are required by the Ordinance and shall not be amended without the consent of the City of Tampa.

(b) A perpetual nonexclusive easement in favor of the Tampa Palms Community Development District, its successors and assigns, for unimpeded access in, on, under and over the rights of way vacated in the Ordinance for the construction, installation, operation, repair, reconstruction and maintenance of Tampa Palms Community Development District real property and facilities. The provisions of this easement are required by the Ordinance and shall not be amended without the consent of the Tampa Palms Community Development District.

(c) The right of way vacated under the Ordinance, which right of way is now part of the Common Area, shall be subject to existing easements as stated and required in the Ordinance for the purposes described therein (including, but not limited to, fire, police and emergency services, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone, drainage, and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the rights reserved to them in the Ordinance or the recorded easement

documents underlying the rights reserved in the Ordinance. The provisions of this easement are required by the Ordinance and shall not be amended without the consent of the City of Tampa.

SECTION 4. Easement to Master Association. The officers, agents, employees and independent contractors of the Master Association shall have a nonexclusive easement to enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of the Master Association as set forth in the Master Declaration, its By-Laws, and its rules and regulations.

SECTION 5. Prohibition Against Granting Easements. No Owner shall have the right to grant, convey, or otherwise assign to any third party the right to use any easements created by this Declaration for the benefit of any property not within the Community, without the prior written consent of the Board, which consent may be given or withheld by the Board in its sole discretion.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Enforcement. Each Owner and every occupant of a Unit shall comply strictly with the By-Laws, the Rules and Regulations, and the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Lot or Unit, if any. The Board of Directors may impose sanctions as provided or permitted under this Declaration or the By-Laws of the Association for violations thereof or of the Rules and Regulations. Failure to comply with this Declaration, the By-Laws or the Rules and Regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure or delay by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

A breach of any of the limitations, restrictions, conditions and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated or remedied by appropriate legal proceedings by the Master Association, which shall be entitled to enforce the provisions of this Declaration in the same manner and to the same extent as the limitations, restrictions, conditions or covenants contained herein and the failure by the Master Association

shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, the Master Association or the Association as a result of a failure to enforce the Master Declaration, the Declaration, the Rules and Regulations, or any other deed restriction, covenant or condition or bylaw or provision of any articles of incorporation.

The prevailing party in any action at law or in equity instituted by the Board of Directors, on behalf of the Association, or aggrieved Owner to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorney's fees, including costs and fees incurred through the appellate process. The foregoing shall be subject to the conditions and limitations of Article X, Section 11.

SECTION 2. Self-Help. Intentionally Deleted.

SECTION 3. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Florida law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law or for successive periods as allowed by such law but not to exceed the maximum duration permitted by such law, provided such renewal or extension is approved by at least a majority of the votes which the members of the Association present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

No such renewal or extension shall be effective unless there is filed for record in the land records of Hillsborough County, Florida, on or before the termination date of this Declaration or the termination date of any subsequent renewals or extension thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Members of the Association. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provision of this Declaration may be extended and renewed as provided in this Section.

SECTION 4. Amendment.

(a) This Declaration may be amended unilaterally at any time and from time to time by the Board in case of the following: (a) if such amendment is necessary to bring any provision

hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration or the Common Areas; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units or Common Areas subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units or Common Areas subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

(b) In addition to the above, this Declaration may be amended upon the affirmative vote, in person or by proxy, or by written consent, or any combination thereof, of at least two-thirds (2/3) of the Members. Amendments to this Declaration shall become effective upon recordation in the Public Records of Hillsborough County, Florida, unless a later date is specified therein.

(c) No amendment to this Declaration which materially affects the rights or interests of the Master Association shall be valid unless approved in writing by the Board of Directors of the Master Association. Furthermore, no amendment may be made which diminishes the Association's responsibility to maintain and repair the private streets vacated under the Ordinance or any other responsibility assigned to the Association in the Ordinance without the consent of the City of Tampa.

SECTION 5. Partition. The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property, including but not necessarily limited to, the Lots located within the Community.

SECTION 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

SECTION 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

SECTION 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are instead only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

SECTION 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

SECTION 10. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees, costs and attorney's fees and costs for any appeal, mediation or arbitration, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such insurance is reasonably available.

SECTION 11. Association Liability, Security and Community Services.

By

acceptance of a deed to a Lot or Unit within the Community, Owner agrees to the provisions of this Section. **OWNER WAIVES THEIR RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DISPUTE OR OTHER MATTER AGAINST THE ASSOCIATION OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INVITEES, CONTRACTORS AND SUBCONTRACTORS (COLLECTIVELY FOR THE PURPOSES OF THIS SECTION "AGENTS") ARISING OUT OF OR RELATING TO THE DECLARATION, INCLUDING ANY RECORDED AMENDMENTS THERETO.** Any claim, dispute or other matter in question raised by Owner against the Association or Agents arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof, shall be decided by arbitration, in accordance with the rules of the American Arbitration Association in effect at the time such arbitration is sought, before three (3) arbitrators; one designated by each party and the third designated in accordance with the Rules of the American Arbitration Association. Any such arbitration shall be conducted in Hillsborough County, Florida, unless the parties mutually agree to another location. The arbitrators shall be qualified by education, training or experience as may be appropriate according to the nature of the claim, dispute or other matter in question. The foregoing agreement to arbitrate and any other agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To the extent permitted by law, by agreeing to engage in the arbitration provided for in this Section, the parties waive their right to appeal any decision made by the arbitrators. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen; and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. All costs and expenses, including without limitation, reasonable attorneys' fees and costs, in connection with any such arbitration shall be borne in the manner which the arbitrators making the determination shall direct.

In any claim, dispute or other matter arising out of or relating to the Declaration, including any recorded amendments thereto, where the Association or Agents are found liable to

Owner, including without limitation, any arbitration award or injunctive relief, Owner agrees that such liability, including without limitation, liability for attorneys fees and any costs, shall not exceed the greater of, one thousand dollars (\$1,000.00) or the amount of any applicable insurance proceeds. This Section in no way mandates that the Association carry insurance of any particular kind or in any specific amounts or modifies insurance requirements as may be directed elsewhere in this Declaration or allowed at the discretion of the Association.

Owner agrees that neither the Association or Agents have any obligation whatsoever for providing protection to persons or personal property or real property on or within the Community, Common Areas, Lots or Units. Owner agrees that it shall be Owner's sole and exclusive obligation to determine and institute for themselves and Owner's tenants, dwelling occupants, family members, agents, servants, invitees, subcontractors and contractors (collectively for the purposes of this Section "Guests" or "Guest") the appropriate security and any other precautions to protect from and against trespass, criminal acts, and any other dangers to Owner's and Guests' personal safety and the safety of Owner's and Guests' real and personal property. Owner further agrees that the Association and Agents shall have no obligation whatsoever for providing protection to Owner or Guests or the Community from conditions existing within public or private streets, public or private rights of way, public or private parks or Common Areas. Owner agrees that Owner and Guests shall use the Common Areas, rights of way, private streets and all other Association property at their own risk and Owner shall hold harmless and indemnify the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with Owner's and any Guests' use thereof.

The Association, through its Agents or otherwise, may, in its sole discretion, provide Owner and the Properties with such community services as may be necessary, including but not limited to, controlling access to the Community, Common Areas, Lots, and Units, monitoring the areas of the Community, or otherwise implementing the promulgated Rules and Regulations or other covenants, conditions or restrictions of the Association and the Declaration. Owner agrees that no community services shall be construed or relied upon in any way as the Association or Agents providing any form of protection or security to Owner or Guests. Owner agrees to hold harmless and indemnify the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with the Association's provision of community services.

Nothing in this Section shall be construed to limit the relief the Association may seek to a proceeding in arbitration. The Association may bring, in any court of competent jurisdiction, any action at law or in equity or by jury trial, against any Owner for any claim, dispute or other matter in question raised by the Association against any Owner or Guest arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof.

SECTION 12. Financial Review. A financial statement of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statement at the annual meeting, the members, by a majority vote may require an audit, review, or compilation of the Association accounts. Upon written request by any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual financial statement, audit, review or compilation within ninety (90) days after the end of each fiscal year or within ten (10) days of completion.

SECTION 13. Master Association Membership. Every Owner, by acceptance of a deed to property within the Community, acknowledges that he or she is subject to the Master Declaration recorded in the Hillsborough County, Florida official records and is automatically a member of the Master Association. However, in the case of any inconsistencies between the terms of this Declaration and those terms contained in the Master Declaration, the more restrictive document shall control. If neither document is more restrictive and this Declaration is not in conflict with the Master Declaration, this Declaration shall control.

SECTION 14. Supremacy of Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration and the Articles and By-Laws of the Master Association. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon Master Association pursuant to the Master Declaration and Master Association By-Laws and Articles. The Association shall take no action in derogation of the rights of or contrary to the interest of the Master Association; all matters as to which there is disagreement shall be resolved in favor of the Master Association.

SECTION 15. Dispute Resolution. The Master Association may but shall not be obligated to exercise jurisdiction over and act as an arbiter with respect to any dispute between the Association and any other subdistrict of Tampa Palms, as defined in the Master Declaration.

SECTION 16. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration; provided, however, in the event of conflict between or among the provisions of this Declaration, the Association's By-Laws, Articles of Incorporation or Rules and Regulations pursuant thereto and the Master Declaration or the Master Association's By-Laws, Articles of Incorporation or rules and regulations, those of the Master Association and Master Declaration shall be superior to those of the Association and Declaration. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Master Association.

SECTION 17. Termination. The homeowners association structure created by this Declaration shall not be terminated without the prior written consent of the Board of Directors of the Master Association.

[SIGNATURES AND CONSENT AND JOINDERS FOLLOW]

270937v7

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5005 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 1, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 28th day of February, 2009.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
MUKESH PATEL

[Signature]
Magdi M. Emara

Witness: [Signature]
JAMES B. HENNING
(Print or type name beneath signature)

Witness: [Signature]
MUKESH PATEL

[Signature]
Dalia El-Deeb

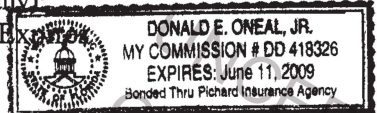
Witness: [Signature]
JAMES B. HENNING
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 28th day of February, 2009, by MAGDI M. EMARA and DALIA EL-DEEB, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. O Neal Jr.
Serial Number (if any):
My Commission Expires:



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5006 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 1, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 24 day of February, 2007.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
J.P. BURMEISTER
Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

[Signature]
Robert M. Keith

Witness: [Signature]
J.P. BURMEISTER
Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

[Signature]
Phyllis M. Keith

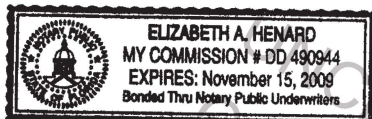
**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 24th day of FEBRUARY, 2007, by ROBERT M. KEITH and PHYLLIS M. KEITH, (if more than one person) who is/are either (mark one) personally known to me or _____ who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

343696.3



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5007 Wesley Drive, Tampa, FL 33647, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 2, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 30th day of JULY, 2007.

Signed, sealed, and delivered in the presence of

Witness: [Signature]
JOHN B. HENARD

[Signature]
Soner Altioik

Witness: [Signature]
Michelle M. Mun
(Print or type name beneath signature)

Witness: [Signature]
JOHN B. HENARD

[Signature]
Sigrid Volko

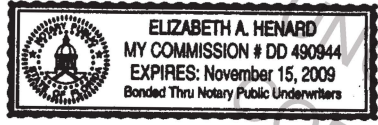
Witness: [Signature]
Michelle M. Mun
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 30th day of JULY, 2007, by SONER ALTIOK and SIGRID VOLKO, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5008 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 2, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Hamid Latif

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Marion Latif

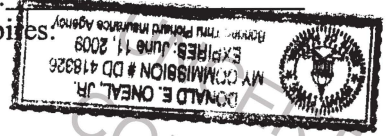
Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2005, by HAMID LATIF and MARION LATIF, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. O Neal Jr
Serial Number (if any): _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5009 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 3, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 19th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Martha Oneal
MARTHA ONEAL

[Signature]
Gary Menzel

Witness: Elizabeth A. Henard
ELIZABETH A. HENARD
(Print or type name beneath signature)

Witness: Martha Oneal
MARTHA ONEAL

Various B. Menzel
Various B. Menzel

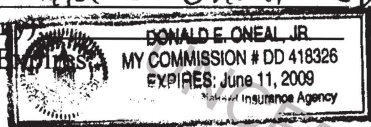
Witness: Elizabeth A. Henard
ELIZABETH A. HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 19th day of Dec, 2005, by GARY MENZEL and VARIOUS B. MENZEL, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E Oneal Jr
Serial Number (if any) _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

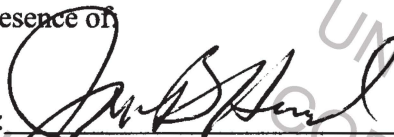
I/We, as Owner(s) of the property located at 5010 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

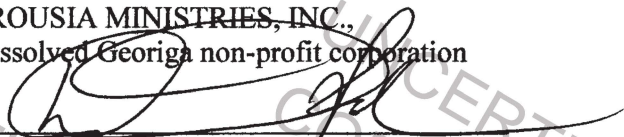
Lot 3, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

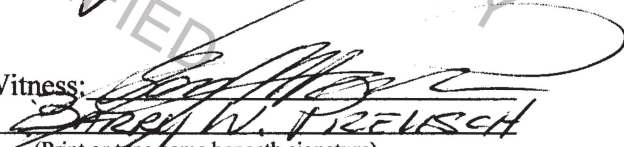
IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 29th day of MARCH, 2009.

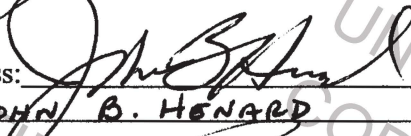
Signed, sealed, and delivered in the presence of

PAROUSIA MINISTRIES, INC.,
a dissolved Georgia non-profit corporation

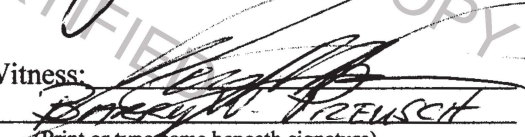
Witness: 
JOHN B. HENARD


By: 
David Roberson, President

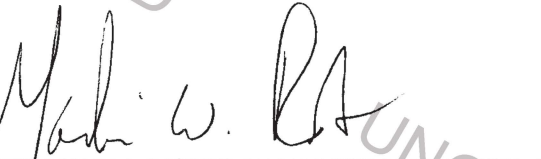
Witness: 
KAREN W. FREUSCH
(Print or type name beneath signature)

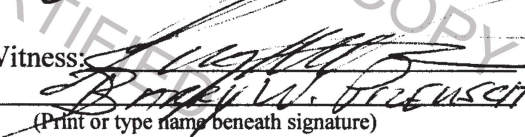
Witness: 
JOHN B. HENARD


David Roberson

Witness: 
KAREN W. FREUSCH
(Print or type name beneath signature)

Witness: 
JOHN B. HENARD


Madia W. Roberson

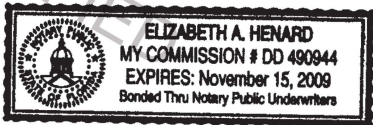
Witness: 
KAREN W. FREUSCH
(Print or type name beneath signature)

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2009, by David Roberson, as President of PAROUSIA MINISTRIES, INC., a dissolved Georgia non-profit corporation, on behalf of the corporation, who is either (mark one) personally known to me or who has produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2009, by DAVID ROBERSON AND MADIA W. ROBERSON who are either (mark one) personally known to me or who have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]



Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

343696.34

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5011 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 4, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Jeff P. Burmeister Donald E. O'Neal, Jr.
JEFFREY P. BURMEISTER Donald E. O'Neal, Jr.

Witness: Sterling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

Witness: Jeff P. Burmeister Martha K. O'Neal
JEFFREY P. BURMEISTER Martha K. O'Neal

Witness: Sterling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

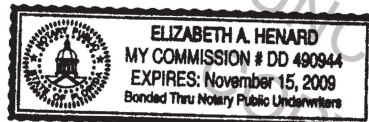
**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2005, by DONALD E. O'NEAL, JR. and MARTHA K. O'NEAL, (if more than one person) who is/are either (mark one) X personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires:

343696.8



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5012 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 4, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 26th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Grace J. Zorba
GRACE J. ZORBA

Stanley G. Gibson, Jr.
Stanley G. Gibson, Jr.

Witness: John B. Henard
JOHN B. HENARD
(Print or type name beneath signature)

Witness: Grace J. Zorba
GRACE J. ZORBA

Vada B. Gibson
Vada B. Gibson

Witness: John B. Henard
JOHN B. HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 26th day of DECEMBER, 2005, by STANLEY G. GIBSON, JR. and VADA B. GIBSON, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires

343696.9



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5013 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 5, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 10th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B. HENARD

[Signature]
Mukesh M. Patel

Witness: [Signature]
VERONICA PREUSCH
(Print or type name beneath signature)

Witness: [Signature]
JOHN B. HENARD

[Signature]
Sharen N. Patel

Witness: [Signature]
VERONICA PREUSCH
(Print or type name beneath signature)

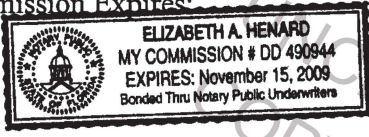
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 2005, by MUKESH M. PATEL and SHAREN N. PATEL, (if more than one person) who is/are either (mark one) personally known to me or _____ who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

343696.10



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5014 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 5, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

9th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of SEPTEMBER, 2008.

Signed, sealed, and delivered in the presence of:

Witness: Martha Oneal
Martha Oneal

John B. Henard, Trustee
John B. Henard, Trustee

Witness: Michael Munn
Michael Munn
(Print or type name beneath signature)

Witness: Martha Oneal
Martha Oneal

Elizabeth A. Henard, Trustee
Elizabeth A. Henard, Trustee

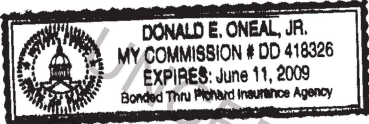
Witness: Michael Munn
Michael Munn
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 9th day of SEPTEMBER, 2008, by JOHN B. HENARD, TRUSTEE and ELIZABETH A. HENARD, TRUSTEE, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Donald E. Oneal Jr.
NOTARY PUBLIC
Print Name: Donald E. Oneal Jr.
Serial Number (if any):
My Commission Expires



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5015 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 6, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

10th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
MUKESH PATEL

[Signature]
Barry W. Preusch

Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

Witness: [Signature]
MUKESH PATEL

[Signature]
Veronica Preusch

Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 2005, by BARRY W. PREUSCH and VERONICA PREUSCH, (if more than one person) who is/are either (mark one) X personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires:

343696.12



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5016 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 6, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 21st day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B. HENARD

[Signature]
Michel M. El-Murr, a/k/a Michel E. El-Murr

Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

Witness: [Signature]
JOHN B. HENARD

[Signature]
Suzanne El-Murr

Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2006, by MICHEL M. EL-MURR, a/k/a MICHEL E. EL-MURR, and SUZANNE EL-MURR, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

343696.13



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5017 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 7, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 20th day of DECEMBER 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B. HENARD

[Signature]
Sterling C. Beasley

Witness: [Signature]
JEFFREY BURMESTER
(Print or type name beneath signature)

Witness: [Signature]
JOHN B. HENARD

[Signature]
Janie D. Beasley

Witness: [Signature]
JEFFREY BURMESTER
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2005, by STERLING C. BEASLEY and JANIE D. BEASLEY, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5018 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 7, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 8th day of JAN, 2006. KM

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY BUEMELSTER

~~Without Complete Underwriting~~
[Signature]
Konried Muench

Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY BUEMELSTER

[Signature]
Anna R. Giuliano

Witness: [Signature]
JOHN B. HENARD
(Print of type name beneath signature)

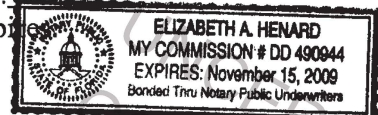
**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2006 by KONRIED MUENCH and ANNA R. GIULIANO, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires _____

343696.15



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5020 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 8, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY B. BURMEISTER

[Signature]
Ronald L. Jones, Jr.

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Carol K. Jones

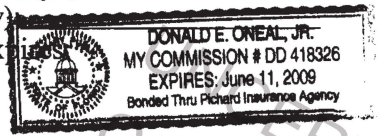
Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2005, by RONALD L. JONES, JR. and CAROL K. JONES, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. Oneal Jr
Serial Number (if any) _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5021 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 9, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 22nd day of May, 2006.

Signed, sealed, and delivered in the presence of:

Witness: Martha Oneal
Martha Oneal

Andrew Thane Sway
Andrew Thane Sway, a/k/a Thein Swe

Witness: Elizabeth A. Henard
ELIZABETH A. HENARD
(Print or type name beneath signature)

Witness: Martha Oneal
Martha Oneal

Nini Khin
Nini Khin, f/k/a Nini K. Ku

Witness: Elizabeth A. Henard
ELIZABETH A. HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 22 day of May, 2006, by ANDREW THANE SWAY, also known as THEIN SWE, and NINI KHIN, formerly known as NINI K. KU, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Donald E. Oneal Jr.
NOTARY PUBLIC
Print Name: Donald E. Oneal Jr.
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5022 Wesley Drive, Tampa, FL 33647-1375, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 9, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 8TH day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness:

JEFFREY BURMEISTER

Richard S. Graves
Richard S. Graves

Witness:

JOHN B. HENARD

(Print or type name beneath signature)

Witness:

JEFFREY BURMEISTER

Cyrille Graves
Cyrille Graves

Witness:

JOHN B. HENARD

(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 8TH day of JANUARY, 2006 by RICHARD S. GRAVES and CYRILLE GRAVES, (if more than one person) who is/are either (mark one) personally known to me or _____ who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any) _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5023 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 10, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

14th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of

Witness: [Signature] Lawrence J. Gioia

Witness: [Signature]
JOHN B HENARD
(Print or type name beneath signature)

Witness: [Signature] Mary Ann Gioia

Witness: [Signature]
JOHN B HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2006, by LAWRENCE J. GIOIA and MARY ANN GIOIA, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5025 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 11, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

8th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of MAY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: John B. Henard

James A. Mortimer
James A. Mortimer

Witness: Jeffery Burmester
(Print or type name beneath signature)

Witness: John B. Henard

Amy R. Borenstein
Amy R. Borenstein, f/k/a Amy B. Graves

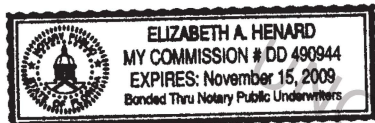
Witness: Jeffery Burmester
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 8th day of MAY, 2006, by JAMES A. MORTIMER and AMY R. BORENSTEIN, formerly known as AMY B. GRAVES, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



343696.21

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5027 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 12, Block 2, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 18th day of FEBRUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature] [Signature]
BARRY W. FREUSCH James C. Permenter

Witness: [Signature]
Veronica Freusch
(Print or type name beneath signature)

Witness: [Signature] [Signature]
Veronica Freusch Doris M. Permenter

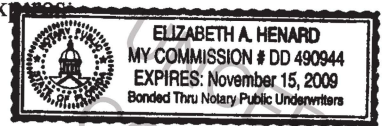
Witness: [Signature]
Barry W. Freusch
(Print or type name beneath signature)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of FEBRUARY, 2006, by JAMES C. PERMENTER and DORIS M. PERMENTER, (if more than one person) who is/are either (mark one) X personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires:



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5028 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 17, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 22nd day of MAY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B. HENARD

[Signature]
George F. Weir

Witness: [Signature]
JEFFREY BURMEISTER
(Print or type name beneath signature)

[Signature]
Nancy M. Weir

Witness: [Signature]
JOHN B. HENARD

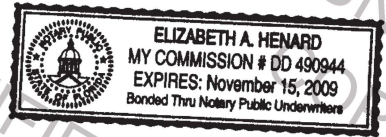
Witness: [Signature]
JEFFREY BURMEISTER
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2005, by GEORGE F. WEIR and NANCY M. WEIR, (if more than one person) who ~~is~~/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5029 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 13, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

12th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of December, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Steven Brem

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Hanita P. Brem

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by STEVEN BREM and HANITA P. BREM, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5030 Wesley Drive, Tampa, FL 33647-3206, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 18, Block 1, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 8th day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness:

JOHN B. STENARD

Jeffrey P. Burmeister

Witness:

BARRY W. FREUSCH

(Print or type name beneath signature)

Witness:

JOHN B. STENARD

Terri L. Burmeister

Witness:

BARRY W. FREUSCH

(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2006, by JEFFREY P. BURMEISTER and TERRI L. BURMEISTER, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Elizabeth A. Henard
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires _____

344770.3



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5031 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 14, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Jeff RB
JEFFREY P. BURMEISTER

[Signature]
Raymond F. Sandelli

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

Witness: Jeff RB
JEFFREY P. BURMEISTER

[Signature]
Janet E. Sandelli

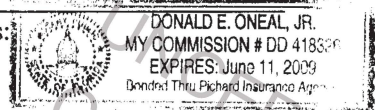
Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of December, 2005, by RAYMOND F. SANDELLI and JANET E. SANDELLI, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. Oneal Jr
Serial Number (if any):
My Commission Expires:



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5033 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 15, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Jeff P. B.
JEFFREY P. BURMEISTER

Melvyn S. Tockman
Melvyn S. Tockman

Witness: Stirling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

Witness: Jeff P. B.
JEFFREY P. BURMEISTER

Elizabeth Tockman
Elizabeth Tockman

Witness: Stirling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2005, by MELVYN S. TOCKMAN and ELIZABETH TOCKMAN, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Donald E. Oneal, Jr.
NOTARY PUBLIC
Print Name: Donald E. Oneal, Jr.
Serial Number (if any): _____
My Commission Expires: _____
DONALD E. ONEAL, JR.
MY COMMISSION # DD 418528
EXPIRES: June 11, 2009
Rondelet Thru Richard Insurance Agency

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5035 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 16, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: Jeff RB Salvatore A. Luongo
JEFFREY P. BURMEISTER Salvatore A. Luongo

Witness: Stirling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

Witness: Jeff RB Janice A. Luongo
JEFFREY P. BURMEISTER Janice A. Luongo

Witness: Stirling Beasley
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER 2005, by SALVATORE A. LUONGO and JANICE A. LUONGO, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

Donald E. O Neal Jr
NOTARY PUBLIC
Print Name: Donald E. O Neal Jr
Serial Number (if any):
My Commission Expires



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5036 Wesley Drive, Tampa, FL 33647, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 1, Block 3, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, We have executed this Irrevocable Consent and Joinder on the 24th day of JANUARY, 2007.

Signed, sealed, and delivered in the presence of:

Witness: Daniel Holscher
Daniel Holscher

Josef C. Smith
Josef C. Smith

Witness: Marina Borojenc
Marina Borojenc
(Print or type name beneath signature)

Witness: Daniel Holscher
Daniel Holscher

Jennifer M. Smith
Jennifer M. Smith

Witness: Marina Borojenc
Marina Borojenc
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 24th day of January, 2007, by JOSEF C. SMITH and JENNIFER M. SMITH, who are either (mark one) personally known to me or X who has/have produced PL DL 2530423812830 (picture identification) as identification. PL DL 2530433745240

[AFFIX NOTARY SEAL OR STAMP]



Marsha La Motta
NOTARY PUBLIC
Print Name: Marsha La Motta
Serial Number (if any): DD 200211
My Commission Expires: April 6, 2007

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5037 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 17, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 8th day of JANUARY, 2006

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY BURMEISTER

[Signature]
Marc S. Richman

Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY BURMEISTER

[Signature]
Patricia C. Richman

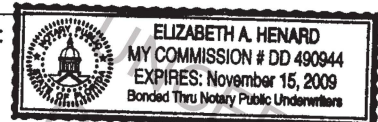
Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2006 by MARC S. RICHMAN and PATRICIA C. RICHMAN, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires:



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5041 Wesley Drive, Tampa, FL 33647-1376, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 18, Block 2, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 23rd day of APRIL, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B. HENARD

[Signature]
Imad M. Al Nakshabendi

Witness: [Signature]
JEFFREY BURMEISTER
(Print or type name beneath signature)

Witness: [Signature]
JOHN B. HENARD

[Signature]
Eman Nakshabendi

Witness: [Signature]
JEFFREY BURMEISTER
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 23rd day of APRIL, 2006, by IMAD M. AL NAKSHABENDI and EMAN NAKSHABENDI, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5042 Wesley Drive, Tampa, FL 33647-3206, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 4, Block 4, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 13th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Issac Thomas

Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

Witness: [Signature]
JEFFREY P. BURMEISTER

[Signature]
Mary Issac

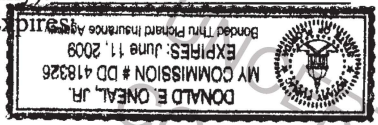
Witness: [Signature]
STERLING BEASLEY
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2005, by ISSAC THOMAS and MARY ISSAC, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. O Neal Jr
Serial Number (if any):
My Commission Expires



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5044 Wesley Drive, Tampa, FL 33647-3206, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 3, Block 4, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 21st day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN'S HENARD

[Signature]
Thomas O'Neill

Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

Witness: [Signature]
JOHN'S HENARD

[Signature]
Eva Marie O'Neill

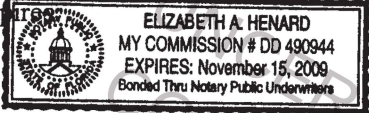
Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2006 by THOMAS O'NEILL and EVA MARIE O'NEILL, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any):
My Commission Expires:



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 5048 Wesley Drive, Tampa, FL 33647-3206, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 1, Block 4, TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida.

9th IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the day of Jan, 2006

Signed, sealed, and delivered in the presence of:

Witness: MARISA HOROWITZ
MARISA HOROWITZ

John Strowbridge
John Strowbridge

Witness: KAREN ARNES
KAREN ARNES
(Print or type name beneath signature)

Witness: MARISA HOROWITZ
MARISA HOROWITZ

Rebecca Strowbridge
Rebecca Strowbridge
Rebecca Strowbridge

Witness: KAREN ARNES
KAREN ARNES
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 9th day of Jan, 2006, by JOHN STROWBRIDGE and REBECCA STROWBRIDGE, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]



NOTARY PUBLIC
Print Name: Jennifer L. Ellis
Serial Number (if any): _____
My Commission Expires: 9/28/06

344770.15

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16002 Langhorne Court, Tampa, FL 33647-1373, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 13, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
STERLING BEASLEY

[Signature]
Richard Lawrence Siegel

Witness: [Signature]
JEFFERY P. BURMEISTER
(Print or type name beneath signature)

Witness: [Signature]
STERLING BEASLEY

[Signature]
Tracey W. Siegel

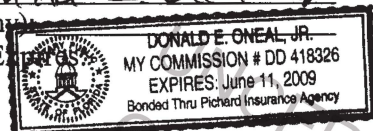
Witness: [Signature]
JEFFERY P. BURMEISTER
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER, 2005, by RICHARD LAWRENCE SIEGEL and TRACEY W. SIEGEL, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. Oreal Jr
Serial Number (if any): _____
My Commission Expires: _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16003 Langhorne Court, Tampa, FL 33647-1373, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 11, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 21st day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
JOHN B HENARD

[Signature]
Raymond J. Russo

Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

Witness: [Signature]
JOHN B HENARD

[Signature]
Cheryl L. Russo

Witness: [Signature]
MUKESH PATEL
(Print or type name beneath signature)

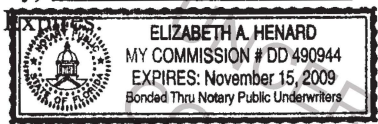
**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2006, by RAYMOND J. RUSSO and CHERYL L. RUSSO, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires: _____

343696.27



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16004 Langhorne Court, Tampa, FL 33647-1373, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 14, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 12th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
STERLING BEASLEY

[Signature]
William B. Shimer

Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

Witness: [Signature]
STERLING BEASLEY

[Signature]
Barbara P. Shimer

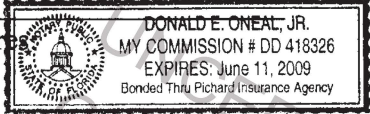
Witness: [Signature]
JOHN B. HENARD
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER 2005, by WILLIAM B. SHIMER and BARBARA P. SHIMER, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. O Neal Jr.
Serial Number (if any):
My Commission Expires



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16005 Langhorne Court, Tampa, FL 33647, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 10, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 21st day of Feb., 2006.

Signed, sealed, and delivered in the presence of:

Witness: Ronnie L. Edwards

[Signature]
Robert M. Rapone

Witness: BONNIE L. EDWARDS
(Print or type name beneath signature)

Witness: Juanita Artie

[Signature]
Rhonda M. Rapone

Witness: Juanita Artie
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 21st day of February, 2006, by ROBERT M. RAPONE and RHONDA M. RAPONE, (if more than one person) who is/are either (mark one) personally known to me or who has/have produced Drivers License (picture identification) as identification.
RO2 735 112

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Tony A Hart
Serial Number (if any):
My Commission Expires: 1. 19. 08

IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16006 Langhorne Court, Tampa, FL 33647-1373, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 15, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 13th day of DECEMBER, 2005.

Signed, sealed, and delivered in the presence of:

Witness: [Signature]
STEPHEN BEASLEY

[Signature]
Evelyn P. Watson

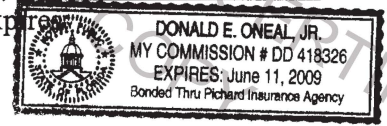
Witness: [Signature]
HEATHER P. BURMEISTER
(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12th day of DECEMBER 2005, by EVELYN P. WATSON, who is either (mark one) personally known to me or who has produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]
NOTARY PUBLIC
Print Name: Donald E. Oneal Jr.
Serial Number (if any): _____
My Commission Expires _____



IRREVOCABLE CONSENT AND JOINDER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HUNTINGTON AT TAMPA PALMS

I/We, as Owner(s) of the property located at 16008 Langhorne Court, Tampa, FL 33647-1373, and described hereinbelow, hereby irrevocably and unconditionally submit said property to said Declaration of Covenants, Conditions and Restrictions of Huntington at Tampa Palms, also known as TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, and TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, both of the Public Records of Hillsborough County, Florida.

Lot 16, Block 1, TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, I/We has/have executed this Irrevocable Consent and Joinder on the 14th day of JANUARY, 2006.

Signed, sealed, and delivered in the presence of:

THE KELLY FAMILY LIVING TRUST, UTD
September 12, 2003

Witness:

[Handwritten signature]

By:

[Handwritten signature]
David M. Kelly, Trustee

Witness:

[Handwritten signature]
JOHN B HENARD

(Print or type name beneath signature)

Witness:

[Handwritten signature]

By:

[Handwritten signature]
Kimberly A. Kelly, Trustee

Witness:

[Handwritten signature]
JOHN B HENARD

(Print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2006, by DAVID M. KELLY and KIMBERLY A. KELLY, as Trustees of THE KELLY FAMILY LIVING TRUST, UTD September 12, 2003, (if more than one person) who is/are either (mark one) _____ personally known to me or who has/have produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

[Handwritten signature]
NOTARY PUBLIC
Print Name: ELIZABETH A. HENARD
Serial Number (if any): _____
My Commission Expires _____

343696.30

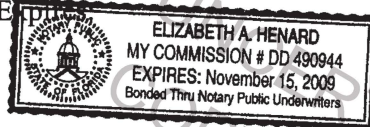


EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 17, inclusive, of Block 1, Lots 1 through 12, inclusive, of Block 2, and Lot 1 of Block 3, according to the map or plat of TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42, of the Public Records of Hillsborough County, Florida; and

Lot 18 of Block 1, Lots 13 through 18, inclusive, of Block 2, Lot 2 of Block 3, and Lots 1 through 4, inclusive, of Block 4, according to the map or plat of TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28, of the Public Records of Hillsborough County, Florida; and

All of the platted right of ways known as Wesley Drive, and Langhorne Court, lying in TAMPA PALMS AREA 2 7E UNIT 1, a subdivision, as recorded in Plat Book 69, Page 42 of the Public Records of Hillsborough County, Florida. Together with all of the platted right of way known as Wesley Drive, lying in TAMPA PALMS AREA 2 7E UNIT 2, a subdivision, as recorded in Plat Book 71, Page 28 of the Public Records of Hillsborough County, Florida.