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INSTR # 2001374477
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This instrument was prepared by:
(and after recording, return to):
John S. Ingha, Esquire ✓
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Boulevard, Suite 2800
Tampa, Florida 33602

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.**

NEW TAMPA, INC., a Florida corporation, as Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., recorded on July 31, 1997 in Official Records Book 8657, page 1328 of the Public Records of Hillsborough County, Florida, as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., recorded on March 2, 2000 in Official Records Book 10073, page 554, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc., recorded on June 26, 2001 in Official Records Book 10896, page 1445, all of the Public Records of Hillsborough County, Florida (said Declaration, as amended, being referred to as the "Declaration"), does hereby further amend the Declaration as follows

1 Pursuant to the authority granted to the Declarant in Article VIII, Section 1 of the Declaration, the Declarant amends the Declaration to include in the land described in Exhibit "A" to the Declaration, the following described land (the "Additional Property"), said Additional Property being part of the land described in Exhibit "B" to the Declaration:

[For legal description see Exhibit "A" attached hereto and made a part hereof]

2. The Additional Property shall be in all respects subject to the Declaration.

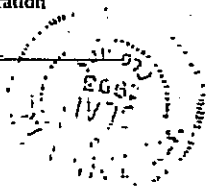
IN WITNESS WHEREOF, NEW TAMPA, INC. has caused this Third Amendment to be executed by its duly authorized officer as of the 19th day of November, 2001

Witnesses:

John S. Ingha
Print Name: JOHN S. INGHAS
Conell Matthews
Print Name: CONELL MATTHEWS

NEW TAMPA, INC., a Florida corporation

By: Warren Kinsler
Warren Kinsler, President
Post Office Box 46189
Tampa, Florida 33647-6189



STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of November, 2001, by Warren Kinsler, the President of NEW TAMPA, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Janet Matthews
NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____
Janet Matthews
MY COMMISSION # 0379971 EXPIRES
July 26, 2004
NORWICH NEW YORK FIRE INSURANCE, INC.

[notary seal]

EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land lying in Section 26, Township 27 south, Range 19 east, City of Tampa, Hillsborough County, Florida, being described as follows

Begins at the SE corner of Tract "B" of the plat of Tampa Palms Area 3 Compton Drive 3rd Extension and Tampa Palms Boulevard as recorded in Plat Book 86, Page 58 of the public records of Hillsborough County, Florida, thence N 15°11'29" E, a distance of 149.11 feet to the NE corner of said Tract "B", thence N 72°33'24" E, a distance of 396.48 feet to welland point 2050 as shown on sheet 2 of 6 of Composite Exhibit "A" Identified as Tampa Palms Area 3, approved by the Environmental Protection Commission of Hillsborough County on June 6, 1988, thence N 01°09'02" E, a distance of 982.25 feet to welland point 323 as shown on said sheet 2 of 6, thence S 07°21'38" E, a distance of 56.68 feet to welland point 340 as shown on said sheet 2 of 6, thence N 69°29'37" E, a distance of 191.07 feet to welland point 339 as shown on said sheet 2 of 6, thence along the welland line as shown on said sheet 2 of 6 the following five courses, S 16°52'34" E, a distance of 101.44 feet, S 34°10'39" E, a distance of 40.62 feet, S 43°22'10" E, a distance of 39.49 feet, N 64°22'13" E, a distance of 67.60 feet, thence S 82°32'00" E, leaving said welland line, a distance of 101.41 feet, thence S 01°50'00" W, a distance of 196.53 feet to the point of curvature of a curve to the right having a radius of 220.00 feet, thence to the Southwest, along the arc of said curve, a distance of 225.01 feet through a central angle of 56°36'00" to the point of tangency of said curve, thence S 80°28'00" W, a distance of 28.17 feet, thence S 29°34'00" E, a distance of 32.59 feet to welland point 366 as shown on said sheet 2 of 6, thence S 26°27'29" W, a distance of 1,025.90 feet to the westerly right of way line of aforesaid Tampa Palms Boulevard, thence along said right of way line, the following four courses, N 30°00'00" W, a distance of 100.00 feet to the point of curvature of a curve to the left having a radius of 1,260.00 feet, to the Northwest, along the arc of said curve, a distance of 1,099.56 feet through a central angle of 50°00'00" to the point of tangency of said curve, N 80°00'00" W, a distance of 100.00 feet to the point of curvature of a curve to the right having a radius of 1,140.00 feet, to the West, along the arc of said curve, a distance of 103.29 feet through a central angle of 05°11'29" to the point of beginning

Said property being also described as:

Lots 1 through 132, inclusive, and Tracts 380, 38P, 38Q, 38R, 38S, 38T, 38U and 38V, EMERALD POINTE TOWNHOMES AT TAMPA PALMS, a Subdivision, according to the plat thereof, recorded in Plat Book 91, page 84 of the public records of Hillsborough County, Florida

JOINDER OF EMERALD POINTE AT TAMPA PALMS, LLC
TO THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.

EMERALD POINTE AT TAMPA PALMS, LLC, a Florida limited liability company, as fee simple title holder to the Additional Property described in the foregoing Third Amendment to Declaration, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, does hereby consent to and join in said Third Amendment, and does hereby acknowledge and agree, for itself and its successors and assigns, that said Additional Property shall be in all respects subject to said Declaration

IN WITNESS WHEREOF, EMERALD POINTE AT TAMPA PALMS, LLC, has caused this Joinder to Third Amendment to Declaration to be executed by its duly authorized Managing Member as of the 19th day of November, 2001.

Witnesses

EMERALD POINTE AT TAMPA PALMS, LLC,
a Florida limited liability company

[Signature]
Print Name: JOHN S. INGLIS
[Signature]
Print Name: LAUREL HARRIS

By: [Signature]
Warren Kinsler, Managing Member
Post Office Box 46189
Tampa, Florida 33647-6189

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 19th day of November, 2001, by Warren Kinsler, the Managing Member of EMERALD POINTE AT TAMPA PALMS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or did produce _____ as identification.

[Signature]
NOTARY PUBLIC
Print Name _____
My Commission Expires: _____
Lorell Matthews
MY COMMISSION # C010717 EXPIRES
July 15, 2004
NOTARY PUBLIC, INC.

[notary seal]

JOINDER OF MORTGAGEE TO THIRD AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TAMPA PALMS AREA 3 OWNERS ASSOCIATION, INC.

AMSOUTH BANK, an Alabama state chartered bank (the "Mortgagee"), the holder of that certain Mortgage and Security Agreement dated June 26, 2000, made by New Tampa, Inc., a Florida corporation, recorded on June 29, 2000 in Official Records Book 10252, page 1789, as modified by that certain Note and Mortgage Modification Agreement dated July 24, 2000, recorded on August 8, 2000 in Official Records Book 10312, page 150, and as further modified by that certain Future Advance and Mortgage Modification Agreement dated June 6, 2001, recorded on June 8, 2001 in Official Records Book 10856, page 823, all of the Public Records of Hillsborough County, Florida (said Mortgage, as modified, being referred to as the "Mortgage") and which Mortgage encumbers, among other property, the Additional Property described in the foregoing Third Amendment to Declaration, for good and valuable consideration, the receipt and sufficiency of which are acknowledged; does hereby, to the extent of its interest in the Additional Property, consent to and join in the foregoing Third Amendment to Declaration and does hereby, for itself and its successors and assigns, subordinate the lien and security interest of the Mortgage to all of the terms, provisions, covenants, conditions, restrictions and easements of said Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused this Joinder of Mortgagee to Third Amendment to Declaration to be executed by its duly authorized officer as of the 19th day of November, 2001.

Witnesses:

[Signature]
Print Name: FRAN BOSCH
[Signature]
Print Name: IRENE S. FRANELLO

AMSOUTH BANK, an Alabama state chartered bank

By: [Signature]
Jeffrey L. Cash
Senior Vice President

13535 Feather Sound Drive
Building I, Suite 610
Clearwater, Florida 33762

STATE OF FLORIDA)
COUNTY OF PINELLAS)

[seal]

The foregoing instrument was acknowledged before me this 19 day of November 2001, by Jeffrey L. Cash, the Senior Vice President of AMSOUTH BANK, an Alabama state chartered bank, on behalf thereof. He is personally known to me or did produce as identification.

[Signature]
NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

[notary seal]

