

EXHIBIT C

**BY-LAWS
OF
HUNTINGTON AT TAMPA PALMS**

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

SECTION 1 Name. The name of the association shall be Huntington at Tampa Palms Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

SECTION 2 Principal Office. The principal office of the Association in the State of Florida shall be located in the County of Hillsborough. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

SECTION 3 Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II

ASSOCIATION: Membership, Meetings, Quorum, Voting, Proxies

SECTION 1 Membership. The Association shall have one (1) class of membership, as is more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for Huntington at Tampa Palms (The Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated into these By-Laws by reference.

SECTION 2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members or as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

SECTION 3 Special Meetings. Special meetings of the membership, for any purpose, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or Secretary or at the request in writing of a majority of the Board, or at the request in writing of one-third (1/3) of the Members entitled to vote. A request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the purpose stated in the notice thereof.

SECTION 4 Notice of Meetings. Notice of each annual or special meeting of the Association stating the date, time, and place where it is to be held shall be given by the Secretary of the Association. Notices shall be served not less than fourteen (14) nor more than thirty (30) days before a meeting.

SECTION 5 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

SECTION 6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called.

In the event that a meeting is reconvened, due to the lack of a quorum, the presence of one-fourth (1/4) of the Owners shall constitute a quorum for a reconvened meeting.

At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 7 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

SECTION 8 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of ninety (90) days from the date of the proxy. A general proxy will be used only to establish a quorum, except as required by law.

SECTION 9 Quorum. The presence, in person or by proxy, of thirty percent (30%) of the Owners of Lots or Units to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

SECTION 10 Conduct of Meetings. The President shall preside over all meetings of the Association, or in his absence, the Vice-President and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

SECTION 11 Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken shall be signed by all Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III

BOARD OF DIRECTORS: Number, Power, Meetings

A. Composition and Selection.

SECTION 1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, any person designated by the Owner in writing to the Secretary to exercise the membership rights of the Owner shall be eligible to serve as a Director.

SECTION 2 Number of Directors. The Board shall consist of not less than three (3) Members, as provided in Section 6 below.

SECTION 3 Nomination of Directors. Elected Directors shall be nominated by a Nominating Committee, if such a committee is established by the Board or nominated from the floor at the meeting at which the election occurs. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members.

SECTION 4 Election and Term of Office. Notwithstanding any other provision contained herein:

The initial term of one (1) Director shall be fixed at one (1) year. The initial term of two (2) Directors shall be fixed at two (2) years to result in staggered terms for the Directors. At the expiration of the initial term of office of each Member of the initial Board of Directors or upon the election of a successor per Sections (2) or (3), a successor shall be elected to serve for a term of one (1) or two (2) years as may be required to establish or maintain staggered terms. If it is unclear as to the length of term to be served, the candidate receiving the most votes shall serve a two (2) year term and the candidate receiving the least votes shall serve a one (1) year term provided that this is required to establish or maintain staggered terms. Otherwise, all Directors are elected to serve a two (2) year term. The Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association or their successor is duly appointed.

SECTION 5 Removal of Directors. At any regular or special meeting of the Association duly called, any one (1) or more of the Members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings may be removed by a unanimous vote of the other Directors at a meeting, a quorum being present.

SECTION 6 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a Director by vote of the Association, shall be filled by a vote of the Majority of the remaining Directors, even though less than a quorum, at any meeting of the Board of Directors. Each person so selected shall serve the remaining portion of the term of the predecessor.

B. Meetings.

SECTION 7 Organizational Meeting. The first meeting of the Members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 8 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per calendar quarter. Meetings of the Board of Directors shall be open to all Owners and notices of such meetings must be posted "in a conspicuous place" at least 48 hours before the meeting, except in an emergency. Notice of any meeting in which assessments are to be established shall specifically contain a statement to that effect and give the nature of any such assessment.

SECTION 9 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President or a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid; or (e) by email to the Director's email address. All such notices shall be given or sent to the Director's address or telephone number or email as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company or by email shall be given at least forty-eight (48) hours before the time set for the meeting.

SECTION 10 Waiver of Notice. The transaction of any meeting of the Board of Directors however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to hold the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

SECTION 11 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the Directors then present. If any meeting cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than two (2) or more than thirty (30) days from the time that the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

SECTION 12 Compensation. No Director shall receive any compensation for his or her services as a Director from the Association. Directors may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the total number of Directors.

SECTION 13 Open Meetings. Except as provided by law, all meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board. Reasonable request for an opportunity to provide comments or input by Members other than Directors at meetings of the Board of Directors shall not be unreasonably withheld.

SECTION 14 Action without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

SECTION 15 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are stated in the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) establishing procedures in accordance with Florida Statutes for the levy of fines as provided in the Declaration.

(d) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(e) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(f) collecting the assessments and fines, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(g) making and amending use restrictions and rules and regulations;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members which are not directly chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred, all such books and records to be kept in accordance with generally-accepted accounting principles;

(m) contracting with any person or entity for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other owners' associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity;

(n) contracting and cooperating with the Tampa Palms Community Development District (TPCDD) and the Tampa Palms Owners Association, Inc. (TPOA) in the discharge of their respective responsibilities. The Board of Directors is further authorized to act on behalf of the Members to ensure that the level of TPCDD and TPOA services is consistent with the Community-Wide Standard; and

(o) constructing, cooperating, and otherwise dealing on behalf of the Members with the owners of property adjacent to the Community.

SECTION 16 Management Agent. The Board of Directors may employ for the Association a licensed professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

SECTION 17 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally-accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally-accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the

form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent or any Member may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) at a minimum, quarterly financial reports shall be prepared for the Association containing;

(i) an Income Statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding period on an accrual basis;

(iii) an Account Status Report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a Balance Sheet and an operating statement which shall be made available upon request to Members within sixty (60) days after the accounting date;

(v) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year and such other reports as required or permitted by Section 720.303(7) of the Florida Statutes as amended from time to time, which shall be distributed within sixty (60) days after the close of a fiscal year;

(vi) a Delinquency Report listing all Owners who are delinquent in paying the monthly installments of assessments and any outstanding fines at the time of the report and describing the status of any action to collect such installments and fines which remain delinquent (a quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of its due date unless otherwise determined by the Board of Directors); and

(vii) an annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all Members within sixty (60) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. An independent certified public accountant shall conduct a review for any fiscal year in which the gross income to the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00), unless waived by the affirmative vote of a majority of the Members at the annual meeting held prior to the end of the fiscal year. If said

report is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without a review from the books and records of the Association.

SECTION 18 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair, improvement, or restoration of the Common Area and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000.00) outstanding debt at any one time.

SECTION 19 Common or Interested Directors. Each Member of the Board shall exercise his or her powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or Association in which any of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his vote is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist;

(a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board of Directors authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact that the common directorate or interest is disclosed or known to at least a majority of the Members of the Association and the Members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Any common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, approves, or ratifies

any contract or transaction but shall not vote on the specific issue or issues in which he or she has a common interest in the outcome.

ARTICLE IV

OFFICERS

SECTION 1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the Members of the Board of Directors.

SECTION 2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 3 Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

SECTION 4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the President of a corporation organized under the Florida Not-For-Profit Corporations code. In addition, the President shall serve as the Voting Member of Tampa Palms Owners Association, Inc. for all Lots subject to the Declaration.

SECTION 5 Vice President. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

SECTION 6 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary of a corporation organized in accordance with Florida law.

SECTION 7 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

SECTION 8 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

COMMITTEES

SECTION 1 General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI

MISCELLANEOUS

SECTION 1 Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall end on December 31 of each year.

SECTION 2 Parliamentary Rules. *Roberts Rules of Order* (most recent edition) shall govern the conduct of all Association proceedings, when not in conflict with Florida law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the person presiding over the proceedings.

SECTION 3 Conflicts. If there are conflicts or inconsistencies between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

SECTION 4 Amendment. These By-Laws may be amended by the affirmative vote, in person or by proxy, of sixty-six and two-thirds percent (66 2/3%) of the Members at a meeting of the Members at which a quorum is present.

SECTION 5 Books and Records.

(a) **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Community as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made;
- and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

SECTION 6 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of Huntington at Tampa Palms Homeowners' Association, Inc. a Florida corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 12th day of DECEMBER, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 12th day of DECEMBER, 2005.

HUNTINGTON AT TAMPA PALMS
HOMEOWNERS' ASSOCIATION, INC.

(CORPORATE SEAL)

By:
JEFFREY B. ..., President

ATTEST:

ELIZABETH A. HENARD Secretary

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 12th day of December, 2005 by JEFFREY BURMEISTER, and by ELIZABETH A. HENARD as President and Secretary, respectively, of HUNTINGTON AT TAMPA PALMS HOMEOWNERS' ASSOCIATION, INC., who ^{are} is personally known to me or who have produced _____ and _____,

respectively, as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing, and severally acknowledged the execution thereof to be their free act and deed as such officer, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Donald E. O Neal Jr. (SEAL)

Notary Public
State of Florida at Large

Donald E. O Neal Jr.

Print or Type Notary Signature

Commission Number



My Commission Expires:

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