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RECORDED & INDEXED

Prepared by and Return to:

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**FIRST SUPPLEMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
GRAND HAMPTON
(LAKE HAMPTON MANOR NEIGHBORHOOD)**

This First Supplement to Declaration of Covenants and Restrictions for Grand Hampton (Lake Hampton Manor Neighborhood) (the "**Supplemental Declaration**") is made this 31st day of July, 2006, by TROUT CREEK DEVELOPERS, LLC, a Delaware limited liability company ("**Declarant**"), and is joined in by GRAND HAMPTON HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("**Association**") and STANDARD PACIFIC OF TAMPA, a Florida general partnership, formerly known as Westfield Homes of Florida, a Florida general partnership ("**Builder**").

STATEMENT OF BACKGROUND INFORMATION

- A. Terms used as defined terms herein without definition shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Grand Hampton, recorded November 7, 2003, in Official Records Book 13285, Page 1001, of the Public Records of Hillsborough County, Florida, as supplemented and amended from time to time ("**Declaration**").
- B. Declarant has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.
- C. The Declaration permits the Declarant to unilaterally amend and supplement the Declaration.
- D. Declarant desires to supplement and amend the Declaration and to designate the Lots described in Exhibit "A" attached hereto, lying within the Property previously submitted to the Declaration, as part of the "Lake Hampton Manor Neighborhood" and to provide for Neighborhood Assessments.

STATEMENT OF DECLARATION

Declarant hereby declares that the Lots described in Exhibit "A" attached hereto, shall be part of the Lake Hampton Manor Neighborhood, and as such, shall be held, sold, conveyed, encumbered,

occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as amended by this Supplemental Declaration.

1. Designation. The Lots described in Exhibit "A" attached hereto are hereby designated as part of the Lake Hampton Manor Neighborhood. The Lake Hampton Manor Neighborhood may, but shall not be required to, be expanded by the Declarant, in its sole discretion, at any time and from time to time, by the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, the Builder, the Owners or any or all Owners of Lots within the Lake Hampton Manor Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Lake Hampton Manor Neighborhood, at the times determined by the Board of Directors of the Association. The Association's duty of exterior maintenance shall be limited to complete repainting of the exterior dwelling and shall not include the inspection or repair of any cracks in cementitious texture surfaces. The Association's duty for exterior maintenance shall also not include the maintenance, repair or replacement of glass surfaces, exterior doors, windows and vents, gutters or roofs, nor shall it impose any obligation of structural repair, replacement, or maintenance other than a complete exterior painting. The Association also shall not be responsible for removing any staining of a residence or paved area. The exterior maintenance items set forth above which are not the duty of the Association shall be the exclusive responsibility of the individual Lot Owners within the Lake Hampton Manor Neighborhood. An Owner within the Lake Hampton Manor Neighborhood may not paint or otherwise alter the exterior surface or appearance of the dwelling unit located upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors. In the event that the need for maintenance or repair of a Lot in the Lake Hampton Manor Neighborhood or the improvements located thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to, and become part of the assessment to which such Lot is subject. The Association also shall not be responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.

3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot in the Lake Hampton Manor Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, elimination of cutting (blowing), trimming of shrubs and trees, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Lake Hampton Manor Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's initial duty of Lot maintenance shall not include maintenance or installation of annuals, or remulching or replacement of dead

landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Lake Hampton Manor Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Lake Hampton Manor Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement, immediately when due. Failure by any Owner to pay any such invoice immediately when due, shall give rise to an indebtedness of the Owner to the Association and treated in accordance with Article VI, Section 9 of the Declaration regarding specific assessments.

Notwithstanding anything in the foregoing to the contrary, the Board of Directors may, from time to time, increase or decrease the responsibilities of the Association and the Lot Owners with respect to the level of maintenance of the lawn areas and landscaping on each Lot in the Lake Hampton Manor Neighborhood without recording an amendment to this Supplemental Declaration, in accordance with the following procedure: Each year, simultaneously with the preparation of the annual budget for the Lake Hampton Manor Neighborhood, the Board of Directors of the Association (as advised by the Neighborhood Committee) shall determine which specific items of lawn and landscaping maintenance shall be the responsibility of the Association and which specific items of lawn and landscaping maintenance shall be the responsibility of the individual Lot Owners. The annual budget of the Lake Hampton Manor Neighborhood shall contain line items for all lawn and landscaping maintenance that the Association is responsible for in the upcoming fiscal year. All lawn and landscaping maintenance items which are not included in such budget shall be the responsibility of the individual Lot Owners. For example, in the event the lawn and landscaping maintenance responsibilities remain as set forth in this Supplemental Declaration, the annual budget for the Lake Hampton Manor Neighborhood shall contain line items for the following items (any one or more of which may be combined): mowing, edging, elimination of cutting (blowing), trimming of shrubs and trees, fertilizing, pest control, and maintenance and repair of any irrigation system installed and constructed by the Builder. In the event any of such line items do not appear in any future budget, such items shall automatically become the responsibility of the Lot Owner for the applicable fiscal year (in addition to the other maintenance items for which the Lot Owners are responsible under this Supplemental Declaration). Delivery of each prepared annual budget as required herein shall be deemed adequate notice to the Lot Owners of their lawn and landscaping maintenance responsibilities for the applicable fiscal year, and the execution or recording of an amendment to this Supplemental Declaration shall not be required.

4. Neighborhood Assessment. Lots within the Lake Hampton Manor Neighborhood shall be subject to a Neighborhood Assessment for payment of all expenses of the maintenance, repair and replacement expenses incurred by the Association pursuant to Paragraphs 2 and 3 above. The Board of the Association is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Lake Hampton Manor Neighborhood during the coming year at least sixty (60) days prior to the beginning of each fiscal year and otherwise in accordance with Article VI, Section 11 of the Declaration.
5. Neighborhood Committee. A neighborhood committee consisting of three (3) individuals who are owners of a Lot within the Lake Hampton Manor Neighborhood shall be appointed by the Board of the Association for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Lake Hampton Manor Neighborhood as to matters unique to, and affecting only the Lot Owners within the Lake Hampton Manor Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article I, Section 2.dd of the Declaration and Article VII, Section 4 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration.
6. Fence Restrictions. Except for a Property Boundary Fence that may be installed by Declarant pursuant to Article II, Section 7 of the Declaration, no fences or walls of any kind shall be placed or installed on any of the following Lots within in the Lake Hampton Manor Neighborhood (the "Neo-Traditional Lots"):

Lots 1 through 7, Block 5, Lots 1 through 7, Block 6, Lots 1 through 11, Block 7, and Lots 1 through 11, Block 8, all of GRAND HAMPTON PHASE 4, according to the map or plat thereof recorded in Plat Book 108, page 288, of the Public Records of Hillsborough County, Florida.

With respect to all Lots within the Lake Hampton Manor Neighborhood other than the Neo-Traditional Lots (the "Non-Neo-Traditional Lots"), the Owner of said Non-Neo-Traditional Lot may be permitted to install a fence (but not a wall) on said Lot, but only in accordance with and subject to the restrictions and conditions contained in Article III, Section 8, of the Declaration. In the event an Owner of a Non-Neo-Traditional Lot installs a fence, the Association shall not be obligated to maintain the portion of the lawn area of such Lot which is fenced in, including, without limitation, to perform any mowing, edging, blowing, fertilizing, pest control, or to maintain or repair any irrigation system installed and constructed by the Builder. In addition, any Lot within the Lake Hampton Manor Neighborhood on which the Lot Owner has installed a fence shall not be entitled to a reduction in the Neighborhood Assessment, notwithstanding the fact that such Lot is not receiving any lawn maintenance on the fenced-in portion of such Lot.

7. Retaining Walls. The exterior maintenance to be undertaken by the Association with respect to the Lots within the Lake Hampton Manor Neighborhood as described herein shall also apply to the retaining walls that Declarant has installed on any Lot within the Lake Hampton

Manor Neighborhood. The expense incurred by the Association for such maintenance shall be included in the Neighborhood Assessment for the Lake Hampton Manor Neighborhood pursuant to Article VI, Section 11 of the Declaration.

8. Tracts "B-5," "B-7" and "B-8." Tract "B-5," Tract "B-7," and Tract "B-8" designated as "common area" on Sheets 11 and 15 of 17 Sheets of GRAND HAMPTON PHASE 4, according to the map or plat thereof recorded in Plat Book 108, page 288, of the Public Records of Hillsborough County, Florida, are designated as "Neighborhood Common Areas." Said Tracts "B-5," "B-7," and "B-8" shall be maintained by the Association. Since it is anticipated that said Tracts will be utilized primarily by the Lot Owners within the Lake Hampton Manor Neighborhood and their guests, invitees and tenants, the expense incurred by the Association for the maintenance of said Tracts and any improvements now or hereafter located thereon shall be included in the Neighborhood Assessment for the Lake Hampton Manor Neighborhood pursuant to Article VI, Section 11 of the Declaration.
9. Counterparts. This Supplemental Declaration may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

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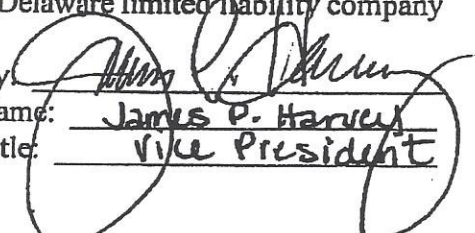
IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

DECLARANT:

TROUT CREEK DEVELOPERS, LLC,
a Delaware limited liability company

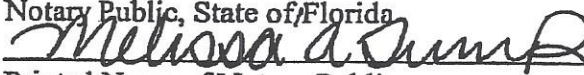
By: LandMar Group, LLC,
a Delaware limited liability company,
its sole member

By: LandMar Management, LLC,
a Delaware limited liability company

By: 
Name: James P. Harvey
Title: Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

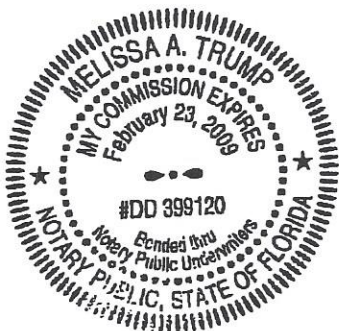
The foregoing instrument was acknowledged before me this 4th day of August, 2006, by James P. Harvey, as Vice President of LandMar Management, LLC, a Delaware limited liability company, on behalf of LandMar Group, LLC, a Delaware limited liability company, on behalf of Trout Creek Developers, LLC, a Delaware limited liability company, as its sole member. He is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida

Printed Name of Notary Public

(NOTARY SEAL)

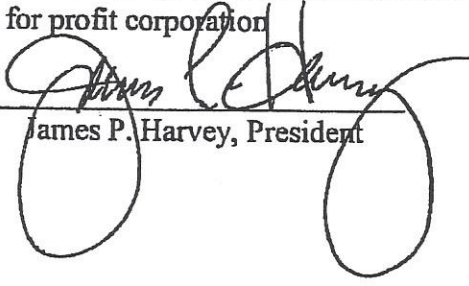
Commission Expiration Date

Notarial Serial Number



ASSOCIATION:

GRAND HAMPTON HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: 
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4th day of August, 2006, by James P. Harvey, as President of Grand Hampton Homeowners Association, Inc., a Florida not for profit corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Notary Public, State of Florida

Melissa A. Trump
Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

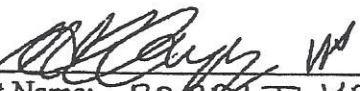
Notarial Serial Number



BUILDER:

STANDARD PACIFIC OF TAMPA, a Florida general partnership, formerly known as WESTFIELD HOMES OF FLORIDA, a Florida general partnership

By: STANDARD PACIFIC OF TAMPA GP, INC., a Delaware corporation, formerly known as WESTFIELD HOMES OF FLORIDA, INC., a Delaware corporation, its Managing General Partner

By: 
Print Name: BARRY I. KARPAV
Print Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4th day of August, 2006, by BARRY I. KARPAV, as VICE PRES. of STANDARD PACIFIC OF TAMPA GP, INC., a Delaware corporation, formerly known as Westfield Homes of Florida, Inc., a Delaware corporation, the Managing General Partner of STANDARD PACIFIC OF TAMPA, a Florida general partnership, formerly known as Westfield Homes of Florida, a Florida general partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced _____ (type of identification) as identification.

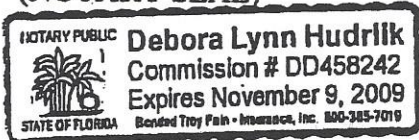


Notary Public, State of Florida

DEBORA LYNN HUDRLIK

Printed Name of Notary Public

(NOTARY SEAL)



Commission Expiration Date

11-09-09 DD458242

Notarial Serial Number

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EXHIBIT "A"

Lots 1 through 35, Block 2; Lots 1 through 17, Block 3; Lots 1 through 20, Block 4; Lots 1 through 7, Block 5, Lots 1 through 7, Block 6, Lots 1 through 11, Block 7, Lots 1 through 11, Block 8; and Lots 1 through 9, Block 4A, all of GRAND HAMPTON PHASE 4, according to the map or plat thereof recorded in Plat Book 108, page 288, of the Public Records of Hillsborough County, Florida.

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