

Paramount Title *etc*

Prepared by and when recorded return to:
 Donna J. Feldman, Esquire
 Donna J. Feldman, P.A.
 19321-C U.S. Highway 19 North, Suite 103
 Clearwater, Florida 33764

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**SUPPLEMENTAL DECLARATION OF
 COVENANTS AND RESTRICTIONS FOR
 GRAND HAMPTON
 (WESTON MANOR NEIGHBORHOOD)**

This Supplement to Declaration of Covenants and Restrictions for Grand Hampton ("Supplemental Declaration") is made this 25 day of November, 2003 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 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 in Official Records Book 13285, Page 1001, of the Public Records of Hillsborough County, Florida, as the same may be 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 ("Weston Manor Neighborhood"), lying within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

STATEMENT OF DECLARATION

Declarant hereby declares that the Weston Manor Neighborhood 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.

- Designation.** The Weston Manor Neighborhood is hereby designated as a Neighborhood. The Weston 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 Weston Manor Neighborhood.

2. Exterior Maintenance. The Association shall paint the exterior building surfaces within the Weston 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 Weston Manor Neighborhood. An Owner within the Weston 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 Weston 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 Weston Manor Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, elimination of cutting (blowing), fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Weston Manor Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's duty of Lot maintenance shall not include maintenance or trimming of shrubs, trees, and annuals, or mulching or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Weston 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 Weston 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 7 of the Declaration regarding specific assessments.

4. Neighborhood Assessment. Lots within the Weston 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 Weston 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.9. of the Declaration.
5. Neighborhood Committee. A neighborhood committee consisting of three (3) individuals who are owners of a Lot within the Weston 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 Weston Manor Neighborhood as to matters unique to, and affecting only the Lot Owners within the Weston Manor Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article IV, Section 3.a., and Section 6 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration.

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

Witness:

Spielberger

Cheryl L. Spielberger
Nancy Goolsky
Nancy Goolsky

By: [Signature]
Name: JAMES P. HARVEY
Title: VICE PRESIDENT

ASSOCIATION:

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

By: [Signature]
James P. Harvey, President

BUILDER:

WESTFIELD HOMES OF FLORIDA, a Florida general partnership

By: Westfield Homes of Florida, Inc., a Delaware corporation, its Managing General Partner

By: _____
Andrew J. Berger, President

Witness:

[Signature]
Cheryl L. Spielberg
[Signature]
Nancy Goolsby
Witness:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25th day of NOV., 2003, by JAMES P. HARVEY, as V.P. 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 PERSONALLY (type of identification) as identification. KNOWN

OFFICIAL NOTARY SEAL
CHERYL L. SPIELBERGER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD140142
MY COMMISSION EXP. AUG. 7, 2006
(NOTARY SEAL)

Notary Public, State of Florida
[Signature]
Printed Name of Notary Public

Commission Expiration Date
AUG 7, 2006
Notarial Serial Number 00140142

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of NOV, 2003, 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 PERSONALLY KNOWN (type of identification) as identification.

Notary Public, State of Florida
Cheryl L. Spielberger
Printed Name of Notary Public

(NOTARY SEAL)

OFFICIAL NOTARY SEAL
CHERYL L SPIELBERGER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD140142
MY COMMISSION EXP. AUG. 7, 2006

Commission Expiration Date
00140142 AUG 7, 2006
Notarial Serial Number

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Andrew J. Berger, as President of Westfield Homes of Florida, Inc., a Delaware corporation, as Managing General Partner of 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

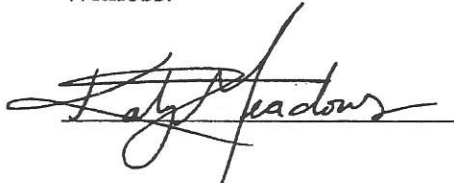
Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

Witness:


Katy Meadows

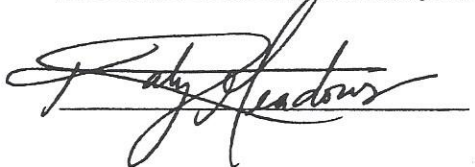
ASSOCIATION:

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

By: _____
James P. Harvey, President


BUILDER:

Witness:

Maurice P. Mathiason


WESTFIELD HOMES OF FLORIDA,
a Florida general partnership

By: Westfield Homes of Florida, Inc.,
a Delaware corporation, its
Managing General Partner

By: 
Andrew J. Berger, President
Frank Baker, Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, as _____ 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

Commission Expiration Date

Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, 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

Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

(NOTARY SEAL)

STATE OF FLORIDA

COUNTY OF Hillsborough

Frank Baker, as Vice President

The foregoing instrument was acknowledged before me this 29 day of Dec., 2003, by ~~Andrew J. Berger, as President~~ of Westfield Homes of Florida, Inc., a Delaware corporation, as Managing General Partner of 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 Dr. Lic. (type of identification) as identification.



Katy Meadows
Commission #DD147084
Expires: Sep 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public, State of Florida

Katy Meadows
Printed Name of Notary Public

Commission Expiration Date Sep. 03. 2006

DD 147084
Notarial Serial Number

(NOTARY SEAL)

Exhibit "A"
Weston Manor Neighborhood

DESCRIPTION: A parcel of land lying in Section 2, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 2, run thence along the West boundary of said Section 2, S.00°27'02"W., 2729.35 feet to the POINT OF BEGINNING; thence S.69°00'00"E., 101.15 feet; thence N.21°00'00"E., 156.00 feet; thence S.69°00'00"E., 115.00 feet; thence S.21°00'00"W., 171.00 feet to a point of curvature; thence Southerly, 36.70 feet along the arc of a curve to the left having a radius of 725.00 feet and a central angle of 02°54'00" (chord bearing S.19°33'00"W., 36.69 feet); thence N.71°54'00"W., 194.27 feet to a point on said West boundary of Section 2; thence along said West boundary of Section 2, N.00°27'02"E., 65.69 feet to the POINT OF BEGINNING.

AND

DESCRIPTION: A parcel of land lying in Section 2, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 2, run thence along the West boundary of said Section 2, S.00°27'02"W., 2729.35 feet; thence S.69°00'00"E., 101.15 feet; thence N.21°00'00"E., 156.00 feet; thence S.69°00'00"E., 115.00 feet; thence S.21°00'00"W., 171.00 feet; thence S.69°00'00"E., 50.00 feet to the POINT OF BEGINNING; thence N.21°00'00"E., 47.00 feet; thence S.69°00'00"E., 117.00 feet; thence S.20°58'36"W., 51.87 feet; thence S.17°51'00"W., 51.60 feet; thence S.12°16'30"W., 56.95 feet; thence N.80°39'00"W., 117.00 feet to a point on a curve; thence Northerly, 137.25 feet along the arc of a curve to the right having a radius of 675.00 feet and a central angle of 11°39'00" (chord bearing N.15°10'30"E., 137.01 feet) to the POINT OF BEGINNING.

C. Declarant has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

D. The Declaration permits the Declarant to unilaterally amend and supplement the Declaration.

E. Declarant desires to amend the Weston Manor Supplements in order to modify certain restrictions and covenants applicable to the Lots lying within the property previously submitted to the Declaration as part of the "Weston Manor Neighborhood" pursuant to the Weston Manor Supplements.

STATEMENT OF DECLARATION

The Weston Manor Supplements are hereby amended as follows:

1. Fence Restrictions. Except for a Property Boundary Fence that may be installed by Declarant pursuant to Article II, Paragraph 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 Weston Manor Neighborhood (the "Neo-Traditional Lots").

Lots 1 through 9, Block 26, and Lots 1 through 9, Block 27, all of GRAND HAMPTON PHASE 1C-1/2A-1, according to the map or plat thereof recorded in Plat Book 100, page 245, of the Public Records of Hillsborough County, Florida.

With respect to all Lots within the Weston 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 Weston 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.

2. Retaining Walls. Pursuant to Article II, Paragraph 7 of the Declaration, Declarant has installed a retaining wall on the following Lots located within the Weston Manor Neighborhood (the "Lots with Retaining Walls"):

Lots 49 through 53, Lots 82 through 85, and Lots 87 and 88, all of Block 24, GRAND HAMPTON PHASE 1C-1/2A-1, according to the map or plat thereof recorded in Plat Book 100, page 245, of the Public Records of Hillsborough County, Florida.

The exterior maintenance to be undertaken by the Association with respect to the Lots within the Weston Manor Neighborhood as described in the Weston Manor Supplements shall also apply to the retaining walls located on the Lots with Retaining Walls referenced above. The expense incurred by the Association for such maintenance shall be included in the Neighborhood Assessment for the Weston Manor Neighborhood.

3. Counterparts. This First Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

This is not a certificate

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: [Signature]
Name: JAMES P. HARVEY
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27TH day of JUNE, 2005, 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 SEAL)

[Signature]
Notary Public, State of Florida

Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

ASSOCIATION:

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

By: *James P. Harvey*
James P. Harvey, President

This is not a certified copy

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 21st day of JUNE, 2005, 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.



Deborah M. O'Hara
Notary Public, State of Florida

Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

(NOTARY SEAL)

This is not a certified copy

BUILDER:

WESTFIELD HOMES OF FLORIDA, a Florida general partnership

By: WESTFIELD HOMES OF FLORIDA, INC.,
a Delaware corporation, its Managing General Partner

By: Jerry Tomberlin
Print Name: Jerry Tomberlin
Print Title: Controller

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of July, 2005, by Jerry Tomberlin, as Controller of Westfield Homes of Florida, Inc., a Delaware corporation, the Managing General Partner of 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.



Barbara Daly
Commission # DD302797
Expires May 3, 2008
Bonded Tray Fahn - Insurance, Inc. 800-368-7019

(NOTARY SEAL)

Notary Public, State of Florida

Barbara D.
Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number