

Paramount

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INSTR # 2006132369

O BK 16236 PG 0197

Prepared by and when recorded return to:

Randell Miller, Esquire
Hines Norman Hines PL
315 S. Hyde Park Avenue
Tampa, Florida 33606

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PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Edson

AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR GRAND HAMPTON (CLUB MANOR EAST NEIGHBORHOOD)

This Amendment to Supplement Declaration of Covenants and Restrictions for Grand Hampton ("Amendment") is made this 15 day of March, 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 BAYFAIR GRAND HAMPTON, LLC, a Florida limited liability company ("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 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 recorded the Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Club Manor East Neighborhood) on April 14, 2005 at O.R. Book 14881 Page 1595 of the Hillsborough County Public Records, (the "Supplement Declaration.")

E. Declarant desires to amend the Supplemental Declaration as provided for in this Amendment herein below.

E. The consent to this Amendment of all mortgagees holding a mortgage lien on the Club Manor East Neighborhood is attached hereto.

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Declarant hereby declares that the Club Manor East Neighborhood shall be held, sold, conveyed, encumbered, occupied and improved subject to the covenants, restrictions, easement and provisions of the Declaration as amended by the Supplemental Declaration and this Amendment.

A. Section 2 of the Supplemental Declaration entitled Exterior Maintenance is hereby deleted in its entirety to be replaced by the following Section 2:

2. Exterior Maintenance. The Association shall provide exterior maintenance on each Residential Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including exterior doors), termite treatment and repair of termite damage to any siding or exterior structural portions of the Residential Unit, walks, driveways, freestanding walls, fences and other exterior improvements. Such exterior maintenance shall not include glass surfaces or windows, which shall be the responsibility of the Owner. An Owner within the Club Manor East Neighborhood may not paint or otherwise alter the exterior surface or appearance of a Residential Unit located upon his Lot. In the event that the need for maintenance or repair of a Lot or the improvements 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, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything herein to the contrary, in the event that the Association fails to undertake its obligations with respect to any items of repair pertaining to a Residential Unit within thirty (30) days after written notice to the Association from the Owner specifying in detail the necessity of such repair (or, in the event of an emergency, where such repair is necessary to prevent further waste to the Residential Unit, within forty-eight (48) hours following written notice to the Association) then, and in such event, the Owner shall have the right to undertake such repair, whereupon the Association shall reimburse Owner for the reasonable cost of such repair within a reasonable period of time after presentment of evidence of full payment by Owner of such repair work.

B. Section 9 of the Supplemental Declaration entitled Start-Up Assessment for Townhome Repair and Property Insurance is hereby deleted in its entirety to be replaced by the following Section 9:

9. Start-Up Assessment for Townhome Repair and Property Insurance. In addition to the Start-up Assessment, the Initial Reserve Assessment and the Improvement Reserve Assessment, provided for in Article VI, Sections 4, 5, and 6 of the Declaration which are designated for the operation, management, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas, upon the initial sale or transfer of any Lot by the Builder to another Owner, such Owner, upon acquisition shall automatically and without further Board action, be assessed and shall pay a start-up assessment (the "Townhome Repair and Property Insurance Start-Up Assessment"), for the capitalization of the Association's reserve accounts for the Club Manor East Neighborhood (the "Neighborhood Reserve Account"). The Neighborhood Reserve Account shall serve as a cash "sinking fund", to be applied as a

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reserve for painting the outside surfaces of the Residential Units in the Club Manor East Neighborhood, roof repairs and replacements, driveway repair obligations, and for the cost of property insurance for the Residential Units. It may be used when amounts due the Association have not been received at the time a debt, financial obligation or expense of the Association is due. The Neighborhood Reserve Account is intended to be used only as a stop-gap resource, and shall not be used to cover a shortfall in amounts available to pay the Common Expenses of the Association in accordance with its regular capital budget. Unless otherwise specified by the Board, the Neighborhood Reserve Account shall be replenished by collection of the amounts due from Neighborhood Assessments. If the amounts due to replenish the Neighborhood Reserve Account are determined to be uncollectible, the Board shall include an amount sufficient to replenish the uncollectible portion as part of the next Neighborhood Assessment; or, if necessary, the Board may make provision for replenishment in the same manner as provided above for Special Assessments. The Board may adjust the amount of the Townhome Repair and Property Insurance Start-Up Assessment in the same manner as provided above for setting Special Assessments. The initial Townhome Repair and Property Insurance Start-Up Assessment shall be \$200.00; plus the cost of one (1) year's property insurance premium as determined on the date of the closing of each Residential Unit; provided however the \$200.00 amount may be increased from time to time in the Board's sole discretion.

C. The following new Section 11 entitled Driveway Access Easement is hereby added:

11. Driveway Access Easement. Each Owner shall have the right to ingress and egress over and across the driveways within the Club Manor East Neighborhood, if necessary for access to such Owner's Lot. Owners shall not park vehicles or place any obstructions in driveways that would inhibit other Owners from accessing their garages. In the event any Owner shall park his or her vehicle in a driveway or place an obstruction in a driveway that inhibits other Owners from accessing their garages, then the Association may remove said vehicle or obstruction at the violator's expense.

[Signatures continued on next page.]

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

CERTIFIED COPY

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:

Carol M'Grath
Carol M'Grath
Dean A. Collins
Dean A. Collins

By: James P. Harvey
Name: James P. Harvey
Title: _____

ASSOCIATION:

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

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

Witness:

Carol M'Grath
Carol M'Grath
Dean A. Collins
Dean A. Collins

BUILDER:

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

Witness:

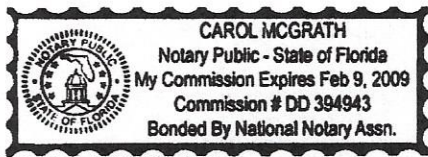
Randell Miller
RANDELL MILLER
Mary Lu Miller
MARY LU MILLER

By: J. Michael Morris
J. Michael Morris, Manager and President

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STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of March, 2006, by James P. Harvey, as Regional Manager 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)

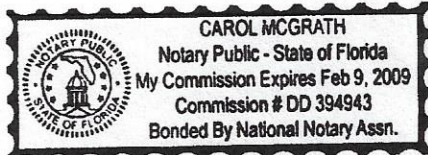
Carol M. McGrath
Notary Public, State of Florida
Carol McGrath
Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of March, 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 SEAL)

Carol M. McGrath
Notary Public, State of Florida
Carol McGrath
Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

CERTIFIED COPY

The foregoing instrument was acknowledged before me this 15th day of MARCH 2006, by J. Michael Morris, as Manager and President of Bayfair Grand Hampton, LLC, a Florida limited liability company, a on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

Mary Lu Miller

Notary Public, State of Florida

MARY LU MILLER

Printed Name of Notary Public

(NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number



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CONSENT OF MORTGAGEE TO DECLARATION

God Bank, being the owner and holder of that certain Amended and Restated Mortgage, and Security Agreement recorded in Official Records Book 15121, Page 0382 of the Public Records of Hillsborough County, Florida, hereby consents to the filing of the foregoing Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Club Manor East Neighborhood) and hereby subjects and subordinates said mortgage to the provisions thereof.

IN WITNESS WHEREOF, Downs C. Spitler, III as Vice President of Gold Bank has caused this Consent to be executed and delivered this 15th day of MARCH, 2006.

Signed, sealed and delivered
in the presence of:

Gold Bank, N. A.

[Signature]

(Signature of Witness)
Randell Miller

(Printed Name of Witness)
Mary Lu Miller

(Signature of Witness)
MARY LU MILLER

(Printed Name of Witness)

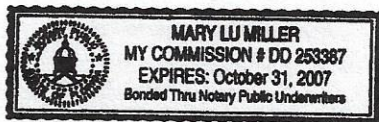
By: [Signature]

Downs C. Spitler, III
As its: Vice President

Address: 601 N. Ashley Drive
Suite 400
Tampa, Florida, 33602

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Consent to Declaration was acknowledged before me this 15th day of MARCH, 2006, by Downs C. Spitler, III as Vice President of Gold Bank, on behalf of said Bank. The said Downs C. Spitler, III is personally known to me or produced _____ as identification.



[Signature]

Notary Public ---State of Florida
Print Name: MARY LU MILLER
My commission expires: _____
My commission number is: _____

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Exhibit "A"

CERTIFIED COPY

DESCRIPTION: A parcel of land lying in the Northeast 1/4 of Section 2, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 2, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 2, S.00°04'57"E., 1327.33 feet to the South boundary of the North 1/4 of said Section 2; thence along said South boundary of the North 1/4 of Section 2, N.89°50'32"W., 1259.61 feet to the POINT OF BEGINNING; thence S.00°09'28"W., 703.81 feet to a point on the Easterly boundary of the plat of GRAND HAMPTON PHASE 1A, as recorded in Plat Book 98, Page 32 through 53, inclusive, of the Public Records of Hillsborough County, Florida; thence along said Easterly boundary, S.76°00'00"W., 887.48 feet to a point on a curve on the Easterly right-of-way line of Dunham Station Drive as recorded in said plat of GRAND HAMPTON PHASE 1A; thence along said Easterly boundary of said plat of GRAND HAMPTON PHASE 1A, the following eight (8) courses: 1) Northeasterly, 167.99 feet along the arc of a curve to the right having a radius of 275.00 feet and a central angle of 35°00'00" (chord bearing N.42°30'00"E., 165.39 feet) to a point of tangency; 2) N.60°00'00"E., 134.14 feet to a point of curvature; 3) Northerly, 828.57 feet along the arc of a curve to the left having a radius of 325.00 feet and a central angle of 146°04'21" (chord bearing N.13°02'11"W., 621.72 feet) to a point of reverse curvature; 4) Westerly, 105.75 feet along the arc of a curve to the right having a radius of 186.00 feet and a central angle of 32°34'29" (chord bearing N.69°47'07"W., 104.33 feet) to a point of reverse curvature; 5) Northwesterly, 49.82 feet along the arc of a curve to the left having a radius of 125.00 feet and a central angle of 22°50'04" (chord bearing N.64°54'54"W., 49.49 feet) to a point of reverse curvature; 6) Northwesterly, 68.74 feet along the arc of a curve to the right having a radius of 85.00 feet and a central angle of 46°19'56" (chord bearing N.53°09'58"W., 66.88 feet) to a point of tangency; 7) N.30°00'00"W., 33.95 feet to a point on the aforesaid South boundary of the North 1/4 of Section 2; 8) along said South boundary, S.89°50'32"E., 7.76 feet; thence continue, along said South boundary, S.89°50'32"E., 980.86 feet to the POINT OF BEGINNING.