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HILLSBOROUGH COUNTY
DEPUTY CLERK J Anglin

Prepared by and when recorded return to:
Randell Miller, Esquire
Hines Norman Hines PL
315 S. Hyde Park Avenue
Tampa, Florida 33606

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

This Second Amendment to Supplemental Declaration of Covenants and Restrictions for Grand Hampton ("Amendment") is made this 12th day of May 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 and the First Amendment to the Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Club Manor East Neighborhood) on March 17, 2006 at O.R. Book 16236, Page 0197 (the "Supplemental Declaration.").
- E. Declarant desires to amend the Supplemental Declaration as provided for in this Amendment herein below.
- F. 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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STATEMENT OF DECLARATION

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 6 of the Supplemental Declaration entitled "Property Insurance" is hereby deleted in its entirety to be replaced by the following Section 6:

6. Property Insurance. Owner shall obtain at its cost, the following policies of insurance: (a) broad "all risk" coverage insurance, including without limitation damage from fire, high winds, hurricanes and tornadoes, in the amount of 100% of the full insurance replacement cost value of Owner's Residential Unit, its foundation and any improvements to the Residential Unit and (b) flood hazard insurance for Owner's Residential Unit, if said Residential Unit is in an area designated by the Federal Emergency Management Agency as an area where flood insurance is available, in the amount of 100% of the full insurance replacement cost of the Residential Unit, its foundation and any improvements to the Residential Unit and (c) to the extent available mold insurance with a minimum \$50,000 coverage. The Association shall obtain general comprehensive public liability insurance against liability to and claims of the public, a Member and any other person with respect to liability occurring upon the Neighborhood Common Areas based upon or arising out of the Association's ownership or use of the Neighborhood Common Areas. The limits of liability of the comprehensive public liability policy shall not be less than \$1,000,000 per person and \$2,000,000 per occurrence with respect to property damage. The liability insurance shall name as additional insured the Association, the Board, the Builder and such other persons or entities as the Board may designate from time to time. The cost of all insurance obtained by the Association pursuant to this Section 6 shall be included as part of the Neighborhood Assessment provided for in Section 8 of the Declaration. Owner shall provide Association with written proof of property insurance and a paid receipt for Owner's Residential Unit, prior to Owner purchasing said Residential Unit, and each year thereafter, within thirty (30) days after the anniversary date of Owner purchasing the Residential Unit. In the event that the Association does not receive proof of insurance and a paid receipt from an Owner on an annual basis as provided for herein, then Association may demand in writing, proof of insurance and a paid receipt from Owner. If Association has made demand upon Owner to provide proof of insurance and a paid receipt, and Owner has not provided same within thirty (30) days of Association having demanded same from Owner, then Association may purchase property insurance on said Owner's Residential Unit in the name of Owner and bill Owner for the amount of the property insurance as a Special Assessment. Owner shall remit payment for the amount of the property insurance to the Association within twenty (20) days after receipt of the invoice.

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B. Section 8 of the Supplemental Declaration entitled "Neighborhood Assessment" Waiver is hereby deleted in its entirety to be replaced by the following Section 8:

8. Neighborhood Assessment, Waiver. Lots within the Club Manor East 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 Sections 2, 3 and 4 above, and the property insurance purchased by the Association pursuant to Section 6 above. The Board in conjunction with the Neighborhood Committee is authorized to prepare annually a separate budget covering the estimated expenses to be incurred by the Association on behalf of the Club Manor East 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. Notwithstanding anything to the contrary set forth in the Declaration, for so long as Builder owns any Lot within the Club Manor East Neighborhood, such Lot shall not be assessed by the Association for any assessments, provided the Declarant funds the deficit associated therewith pursuant to Article VI, Section 10 of the Declaration. Furthermore, notwithstanding anything to the contrary in Article VI, Sections 10 and 11 of the Declaration, all Neighborhood Assessments for the Club Manor East Neighborhood shall be allocated among the Lots within the Club Manor East Neighborhood based on the square footage of the Residential Units within the Club Manor East Neighborhood; such Lots within the Club Manor East Neighborhood will not be assessed the Neighborhood Assessment on a uniform basis. At the time of establishing the initial budget for the Club Manor East Neighborhood, the Board shall establish the methodology for determining the amount of Neighborhood Assessment to be assessed against Residential Units of varying sizes within the Club Manor East Neighborhood. In any event, the Annual Maintenance Assessments and other assessments imposed by the Declaration shall be imposed on a uniform basis pursuant to the terms of Article VI of the Declaration.

C. 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. 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 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 reserve for painting the outside surfaces of the Residential Units in the Club Manor East Neighborhood, roof repairs and replacements, and driveway repair obligations for the Residential Units. It may be used when amounts due the Association have not been received at the time a debt, financial

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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 Start-Up Assessment in the same manner as provided above for setting Special Assessments. The initial Townhome Repair Start-Up Assessment shall be \$200.00; provided however the \$200.00 amount may be increased from time to time in the Board's sole discretion.

[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.

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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:

Deborah M. Off
Deborah M. Off
Christina A. Poss
Christina A. Poss

By: James P. Harvey
Name: JAMES P. HARVEY
Title: VICE-PRESIDENT

ASSOCIATION:

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

Witness:

Deborah M. Off
Deborah M. Off
Christina A. Poss
Christina A. Poss

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

BUILDER:

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

Witness:

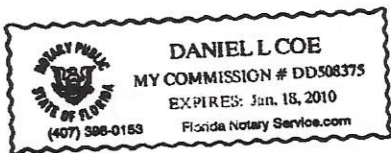
Terina M. Parkiewicz
Terina M. Parkiewicz
John R. Ferrell
JOHN R. FERRELL

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 12 day of MAY, 2006, by JAMES HARVEY, as VIC 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

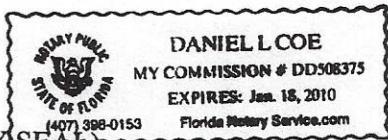
Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of MAY, 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)

[Signature]

Notary Public, State of Florida

Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

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COUNTY OF HILLSBOROUGH
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The foregoing instrument was acknowledged before me this 10th day of MAY, 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.



(NOTARY SEAL)

Ernest L. Angelilli, III
Notary Public, State of Florida
ERNEST L. ANGELILLI, III
Printed Name of Notary Public

Commission Expiration Date
APRIL 25, 2007
Notarial Serial Number

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CONSENT OF MORTGAGEE TO DECLARATION

M & I Marshall & Isley Bank, (f/k/a as Gold Bank, N. A.), 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. Spitzer III as Vice President of M & I Marshall & Isley Bank has caused this Consent to be executed and delivered this _____ day of _____, 2006.

Signed, sealed and delivered
in the presence of:

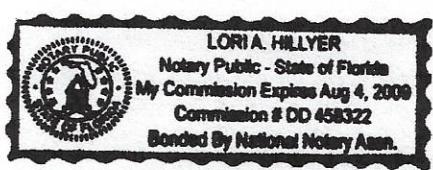
M & I Marshall & Isley Bank
By: [Signature]
Downs C. Spitzer III
As it's: Vice President

[Signature]
(Signature of Witness)
Lori Hillyer
(Printed Name of Witness)
[Signature]
(Signature of Witness)
Stephanie A. Rios
(Printed Name of Witness)

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 11th day of May, 2006, by Downs C. Spitzer III as V.P. of M & I Marshall & Isley Bank, on behalf of said Bank. The said _____ is personally known to me or produced _____ as identification.



[Signature]
Notary Public ----State of Florida
Print Name: _____
My commission expires: _____
My commission number is: _____

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Exhibit "A"

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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.