

After recording return to:
Randell Miller, Esquire
Hines Norman Hines PL
315 S. Hyde Park Avenue
Tampa, Florida 33606

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

This Third Amendment to Supplemental Declaration of Covenants and Restrictions for Grand Hampton ("Amendment") is made this 6th day of FEBRUARY 2007 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 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, and the Second Amendment to the Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Club Manor East Neighborhood) on May 25, 2006 at O.R. Book 16520, Page 0454 (collectively the "Supplemental Declaration").
- E. Declarant desires to amend the Supplemental Declaration as provided for in this Amendment herein below.

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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 5.6 of the Supplemental Declaration entitled "Damaged Structures/Required Repair or Reconstruction" is hereby deleted in its entirety to be replaced by the following Section 5.6:

5.6 Damaged Structures/Required Repair or Reconstruction. Owner shall complete the erection of a Residential Unit destroyed by fire or other casualty, or the repair of any Residential Unit or structure damaged by fire or otherwise on any Lot without unreasonable delay. Should the Owner leave a Residential Unit or structure in an incomplete condition for a period of more than six (6) months, the Association, after reasonable notice to the Owner by registered mail, and giving such Owner an opportunity to be heard, shall have the right but not the obligation to complete and repair it in a manner deemed proper in the discretion of the Design Review Committee at Owner's sole cost and expense and invoice the Owner for the cost of said repairs. Failure by an 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 special assessments.

a. In the event that any Residential Unit, Neighborhood Common Areas, or any portion thereof suffers destruction by fire or other casualty, including without limitation hurricane, storm, tidal wave or other catastrophic event, the affected Owners, to the extent of the Residential Unit and the Association, to the extent of the Neighborhood Common Areas, shall be required to repair, rebuild or replace the Residential Unit and any Neighborhood Common Areas, as applicable upon the following conditions:

(i) The repair, rebuilding or replacement of the Residential Unit or Neighborhood Common Areas, as applicable must not be in violation of any governmental or quasi-governmental authority having jurisdiction; and

(ii) The catastrophic loss or destruction must have been an insured loss under the policies of insurance of the Owner or Association, entitling the Owner, Association or their mortgagees to the payment of insurance proceeds, notwithstanding the amount of any deductible.

b. In the event all of the foregoing conditions are not met, the Association may decline to repair, rebuild or replace the Residential Unit, and an Owner may decline to repair, re-build, or replace the Residential Unit, whereupon any affected Owner may sell his Lot with the un-rebuilt Residential Unit, unless the Association elects to

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complete and repair such Residential Unit at Owner's expense pursuant to this Section 5.6, in which event Owner shall pay such invoice immediately when due as provided herein.

c. No mortgagee shall have any right to participate in the determination of whether a Residential Unit is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

B. Section 5 of the Supplemental Declaration entitled Neighborhood Use Restrictions is hereby amended to add the following new Subsection 5.8 entitled Sign Restrictions:

Section 5.8 Sign Restrictions. Notwithstanding Article III, Section 18 of the Declaration, to assist the Owners in preserving the marketability of their Lots in the Club Manor East Neighborhood, no sign advertising a Lot for sale or for rent shall be displayed to public view within the Club Manor East Neighborhood.

C. 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. Each 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; provided any deductible thereunder shall not be greater than \$2,500.00 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. Owner shall, if allowed by Owner's insurance company, name the Association as an additional insured on the aforementioned insurance policies. 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

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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.

IN WITNESS WHEREOF, this Amendment to 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:

Melissa Trump
Melissa Trump

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

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6 day of Feb, 2007, 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)



Notary Public, State of Florida
Melissa A Trump
Printed Name of Notary Public
Commission Expiration Date
DD 399120
Notarial Serial Number

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ASSOCIATION:

Witness:

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

Debrah O'H

Melissa Trump

By:

James P. Harvey
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of Feb, 2007, 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)



Notary Public, State of Florida

Melissa A. Trump

Printed Name of Notary Public

Melissa A. Trump

Commission Expiration Date 2/23/09

DD 399120

Notarial Serial Number

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BUILDER:

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

Witness:

John R. Ferrell
JOHN R. FERRELL

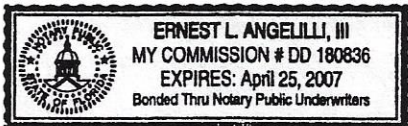
Natasha Madera
Natasha Madera

By:

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

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of FEB, 2007, 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, David Fryzel as Vice President, of M & I Marshall & Isley Bank has caused this Consent to be executed and delivered this 6th day of February, 2007.

Signed, sealed and delivered
in the presence of:

M & I Marshall & Isley Bank

Lori Hillyer
(Signature of Witness)
Lori Hillyer

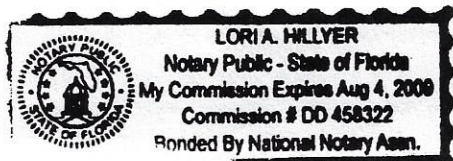
By: [Signature]
DAVID FRYZEL
As it's: Vice President

(Printed Name of Witness)
Marlene Varnum
(Signature of Witness)
MARLENE VARNUM
(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 6th day of February, 2007, by David Fryzel as Vice President of M & I Marshall & Isley Bank, on behalf of said Bank. The said _____ is personally known to me or produced _____ as identification.



Lori A Hillyer
Notary Public ---State of Florida
Print Name: _____
My commission expires: 8/4/2009
My commission number is: _____