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PAT FRANK, CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK J Anglin

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

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

This Amendment to Supplemental Declaration of Covenants and Restrictions for Grand Hampton ("Amendment") is made this 12<sup>th</sup> 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 West Neighborhood) on March 17, 2006 at O.R. Book 16236, Page 0184 of the Hillsborough County Public Records (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 West Neighborhood is attached hereto.

**STATEMENT OF DECLARATION**

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STATEMENT OF DECLARATION

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Declarant hereby declares that the Club Manor West 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.

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:

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8. Neighborhood Assessment, Waiver. Lots within the Club Manor West 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 West 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 West 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 West Neighborhood shall be allocated among the Lots within the Club Manor West Neighborhood based on the square footage of the Residential Units within the Club Manor West Neighborhood; such Lots within the Club Manor West Neighborhood will not be assessed the Neighborhood Assessment on a uniform basis. At the time of establishing the initial budget for the Club Manor West 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 West 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 West 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 West 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 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

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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:

# 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:

Deborah M. O'Brien  
Deborah M. O'Brien  
Christina A. Foss  
Christina A. Foss

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

ASSOCIATION:

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

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

BUILDER:

BAYFAIR GRAND HAMPTON, LLC  
a Florida limited liability company

Witness:

Deborah M. O'Brien  
Deborah M. O'Brien  
Christina A. Foss  
Christina A. Foss

Witness:

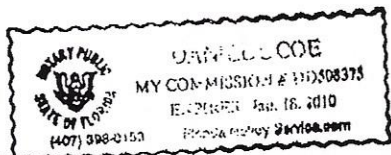
Teresa M. Parkievich  
Teresa M. Parkievich  
John P. Ferrell  
John P. Ferrell

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 VICEPRESIDENT 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

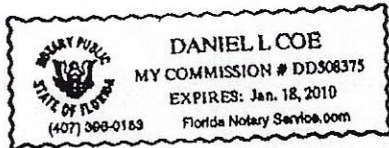
Printed Name of Notary Public

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

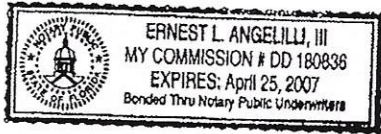
Notarial Serial Number

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STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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The foregoing instrument was acknowledged before me this 10<sup>TH</sup> 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. ANGELLII, III

Printed Name of Notary Public

Commission Expiration Date

APRIL 25, 2007

Notarial Serial Number

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Exhibit "A"

DESCRIPTION: A parcel of land lying in the Northwest 1/4 of 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., 59.46 feet to the South right-of-way line of County Line Road, as recorded in Official Records Book 4486, Page 1747, of the Public Records Of Hillsborough County, Florida; thence along said South right-of-way line, the following five (5) courses: 1) S.89°50'29"E., 307.11 feet to the POINT OF BEGINNING; 2) continue, S.89°50'29"E., 161.87 feet to a point on a curve; 3) Easterly, 718.38 feet along the arc of a curve to the right having a radius of 2940.00 feet and a central angle of 14°00'00" (chord bearing S.82°50'25"E., 716.59 feet) to a point of tangency; 4) S.75°50'25"E., 424.68 feet to a point of curvature; 5) Easterly, 49.01 feet along the arc of a curve to the left having a radius of 3060.00 feet and a central angle of 00°55'04" (chord bearing S.76°17'57"E., 49.01 feet); thence S.00°03'48"E., 469.91 feet along the West boundary of a Well Site CY-8 and the Northerly extension thereof, as recorded in Official Records Book 6173, Page 1773, Public Records of Hillsborough County, Florida to a point on the Northwesterly 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 Northwesterly boundary, the following two (2) courses: 1) S.83°19'49"W., 546.64 feet; 2) S.18°11'29"W., 181.12 feet to a point on the Northerly boundary of GRAND HAMPTON PHASE 1C-3, according to the plat thereof as recorded in Plat Book 104, Pages 12 through 19, inclusive, of the Public Records of Hillsborough County, Florida; thence along said Northerly boundary the following four (4) courses: 1) S.39°00'00"W., 120.00 feet to a point on the Northeasterly right-of-way line of Dunham Station Drive, according to said plat of GRAND HAMPTON PHASE 1C-3; 2) along said Northeasterly right-of-way line, N.51°00'00"W., 55.00 feet to a point of curvature; 3) along said Northeasterly right-of-way line, Northwesterly, 223.84 feet along the arc of a curve to the right having a radius of 225.00 feet and a central angle of 57°00'00" (chord bearing N.22°30'00"W., 214.72 feet); 4) N.84°00'00"W., 200.00 feet; thence N.24°00'00"W., 821.07 feet to the POINT OF BEGINNING.



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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 16236, Page 0156 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 West 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:

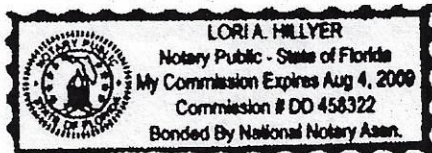
Lori Hillier  
(Signature of Witness)  
Lori Hillier  
(Printed Name of Witness)  
[Signature]  
(Signature of Witness)  
Stephen A. Rids  
(Printed Name of Witness)

M & I Marshall & Isley Bank  
By: [Signature]  
Downs C Spitzer III  
As it's: 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 11<sup>th</sup> day of May, 2006, by Downs C Spitzer III as VP of M & I Marshall & Isley Bank, on behalf of said Bank. The said \_\_\_\_\_ is personally known to me or produced \_\_\_\_\_ as identification.



Lori A Hillier  
Notary Public ---State of Florida  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
My commission number is: \_\_\_\_\_