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Prepared by and Return to:

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CLERK OF COURT
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FIRST AMENDMENT TO SUPPLEMENTAL DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR GRAND HAMPTON (WESTON MANOR NEIGHBORHOOD)

This First Amendment to Supplemental Declarations of Covenants and Restrictions for Grand Hampton (First Amendment") is made this 200 day of June, 2005, by TROUT CREEK DEVELOPERS, LLC) a Delaware limited liability company ("Declarant"), and is joined in by GRAND HAMPTON ROMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association") and WESTFIELD HOMES OF FLORIDA, a Florida general partnership ("Builder").

STATES 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 supplemented and amended from time to time ("Declaration").

В. Among the supplements and/or amendments to the Declaration are the following documents previously executed and recorded by Declarant, the Association, and Builder: (i) that certain Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated November 25, 2003, and recorded in O.R. Book 13437, Page 74, of the Public Records of Hillsborough County, Florida, as modified by that certain Corrective Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated January 5, 2005, and recorded in O.R. Book 14625, Page 161, of the Public Records of Hillsborough County, Florida; (ii) that certain Second Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated June 21, 2004, and recorded in O.R. Book 13968, Page 1047, of the Public Records of Hillsborough County, Florida; (iii) that certain Third Supplement to Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated November 12, 2004, and recorded in O.R. Book 14400, Page 58, of the Public Records of Hillsborough County, Florida; and (iv) that certain Fourth Supplement to Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated December 29, 2004, and recorded in O.R. Book 14555, Page 529 of the Public Records of Hillsborough County, Florida (all of said documents shall be collectively referred to herein as the "Weston Manor Supplements").

- 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.
- 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 arricle 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. <u>Retaining Walls.</u> 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.

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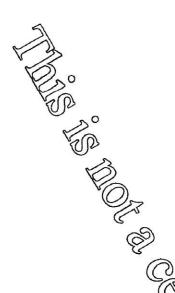
IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written. **DECLARANT**: TROUT CREEK DEVELOPERS, LLC, a Delaware limited liability company LandMar Group, LLC, By: a Delaware limited liability company, its sole member LandMar Management, LLC, By: a Delaware limited liability company Name: Title: STATE OF FLORIDA COUNTY OF HILLSPOLDE The foregoing instrument was acknowledged before me this 17 day of June , 2005, by Innes P. Landby, as Vice Proposition of Landbar 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 (NOTARY SEAL)

Commission Expiration Date

Notarial Serial Number

ASSOCIATION:

GRAND HAM	IPTON HOMEOWNERS ASSOCIATION, INC., or profit corporation
a Florida not n	or pront corporation
Ву:(Alexa VI XVIII
Бу	James P. Harvey, President
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. O.D.	
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STATE OF PLORIDA COUNTY OF AUSBOLOUS	
	'n
	wledged before me this Z day of JUNE, 2005, by
The foregoing instrument was acknown	wredged before the dis z day of the a Florida not for
James P. Harvey, as President of Grand Han	npton Homeowners Association, Inc., a Florida not for
profit corporation. He is personally known t	o me or has produced
(type of identification) as identification.	
Pubmet M CHART	Whereh m DN
My Commission, 2001/9876	N. B. H. State of Florida
Expires August 01/2005	Notary Public, State of Florida
	Division Dublic
	Printed Name of Notary Public
(NOTARY SEAL)	To the Date
	Commission Expiration Date
KO _A	Notarial Serial Number
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BUILDER:

WESTFIELD HOMES OF FLORIDA, a Florida general partnership

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

Print Name: <u>Jerry Tomberlin</u>
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.



(NOTARY SEAL)

Notary Public, State of Florida

Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

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