

5 pgs.  
\$44.00

Prepared by and Return to:  
Jessica Paz Mahoney, Esq.  
Donna J. Feldman, P.A.  
19321-C U.S. Highway 19 N., Suite 600  
Clearwater, FL 33764

INSTRUMENT#: 2012418595, O BK 21504  
PG 1407-1411 11/21/2012 at 10:48:12 AM,  
DEPUTY CLERK: BLOGGANS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

Cross-reference:  
O.R. Book 13285, Page 1001  
O.R. Book 13437, Page 74

**SECOND AMENDMENT TO SUPPLEMENTAL DECLARATIONS OF  
COVENANTS AND RESTRICTIONS FOR  
GRAND HAMPTON  
(WESTON MANOR NEIGHBORHOOD)**

This Second Amendment to Supplemental Declarations of Covenants and Restrictions for Grand Hampton (**"Amendment"**) is made this 19th day of November, 2012, 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"**), with reference to the following:

**STATEMENT OF BACKGROUND INFORMATION**

A. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Declaration of Covenants and Restrictions for Grand Hampton, recorded November 7, 2003, in O.R. Book 13285, Page 1001, of the Public Records of Hillsborough County (the **"Public Records"**), Florida, as has and may be supplemented and amended from time to time (collectively, the **"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 in Declarant's discretion for the benefit of all Owners in completing the Community in a manner deemed advisable by Declarant.

D. Developer recorded 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, 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, 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, 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, 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, that certain First Amendment to Supplemental Declarations of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated June 27, 2005 and recorded in O.R. Book 15225, Page 488, of the Public Records, and that certain Fifth Supplement to Declaration of Covenants and Restrictions for Grand Hampton (Weston Manor Neighborhood) dated June 29, 2005, and recorded in O.R. Book 15225, Page 0494, of the Public Records (all of said documents being part of the Declaration, and are collectively referred to herein as, the "Supplemental Declaration").

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

### STATEMENT OF DECLARATION

Declarant hereby declares that the Property designated as the Weston Manor 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, as follows:

1. Lot Maintenance. Notwithstanding anything in the Supplemental Declaration to the contrary, Section 3, Lot Maintenance, of the Supplemental Declaration is hereby amended as follows (underlined text indicating insertions and strike-through text indicating deletions):

3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot in the Weston Manor Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, elimination of cutting (blowing), trimming of shrubs and trees, fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Weston Manor Neighborhood, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. The Association's initial duty of Lot maintenance shall not include maintenance or ~~trimming of shrubs, trees, and installation of~~ annuals, or mulching or replacement of dead landscape materials, all of which shall be the exclusive responsibility of the individual Lot Owners within the Weston Manor Neighborhood. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same. Notwithstanding the foregoing, the Association, in its sole discretion in order to preserve the overall appearance of the Neighborhood, may repair or replace any such shrubs, plantings or lawn ornaments upon a Lot within the Weston Manor Neighborhood, which have died or been destroyed, on behalf of the Owner of such Lot. The Owner of such Lot shall pay any invoice for such repair or replacement, immediately when due. Failure by any 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 specific assessments.

Notwithstanding anything in the foregoing to the contrary, the Board of Directors may, from time to time, increase or decrease the responsibilities of the Association and the Lot Owners with respect to the level of maintenance of the lawn areas and landscaping on each Lot in the Weston Manor Neighborhood without recording an amendment to this Supplemental Declaration, in accordance with the following procedure: Each year, simultaneously with the preparation of the annual budget for the Weston Manor Neighborhood, the Board of Directors of the Association (as advised by the Neighborhood Committee) shall determine which specific items of lawn and landscaping maintenance shall be the responsibility of the Association and which specific items of lawn and landscaping maintenance shall be the responsibility of the individual Lot Owners. The annual budget of the Weston Manor Neighborhood shall contain line items for all lawn and landscaping maintenance that the Association is responsible for in the upcoming fiscal year. All lawn and landscaping maintenance items which are not included in such budget shall be the responsibility of the individual Lot Owners. For example, in the event the lawn and landscaping maintenance responsibilities remain as set forth in this Supplemental Declaration, the annual budget for the Weston Manor Neighborhood shall contain line items for the following items (any one or more of which may be combined): mowing, edging, elimination of cutting (blowing), trimming of shrubs and trees, fertilizing, pest control, and maintenance and repair of any irrigation system installed and constructed by the Builder. In the event any of such line items do not appear in any future budget, such items shall automatically become the responsibility of the Lot Owner for the applicable fiscal year (in addition to the other maintenance items for which the Lot Owners are responsible under this Supplemental Declaration). Delivery of each prepared annual budget as required herein shall be deemed adequate notice to the Lot Owners of their lawn and landscaping maintenance responsibilities for the applicable fiscal year, and the execution or recording of an amendment to this Supplemental Declaration shall not be required.

2. Effect of Amendment. Except as expressly amended herein, the Supplemental Declaration remains unamended and in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered in the presence of:

Mary Sullivan  
Signature of Witness #1  
Mary Sullivan  
Typed/Printed Name of Witness #1

Joseph Jenesse  
Signature of Witness #2  
Joseph Jenesse  
Typed/Printed Name of Witness #2

**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

Its: Manager

By: Crescent Resources, LLC,  
a Georgia limited liability company

Its: Sole Member and Manager

By: Margaret H. Jenesse  
Margaret H. Jenesse,  
Senior Vice-President

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19 day of November, 2012, by Margaret H. Jenesse, as Senior Vice-President of Crescent Resources, LLC, a Georgia limited liability company, the Sole Member and Manager of LandMar Management, LLC, a Delaware limited liability company, as Manager of LandMar Group, LLC, a Delaware limited liability company, the Sole Member of Trout Creek Developers, LLC, a Delaware limited liability company, on behalf of said company. She X is personally known to me or / has produced \_\_\_\_\_ (type of identification) as identification.

Mary Sullivan  
Notary Public, State of Florida  
Mary Sullivan  
Printed Name  
My Commission Expires: 5/16/16

(Notary Seal)  MARY SULLIVAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE199202  
Expires 5/16/2016

[Signature pages continued on following page.]

Signed, sealed and delivered  
in the presence of:

Mary Sullivan

Signature of Witness #1

Mary Sullivan

Typed/Printed Name of Witness #1

Joseph Jenesse

Signature of Witness #2

Joseph Jenesse

Typed/Printed Name of Witness #2

**JOINED IN BY:**

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

By: Margaret H. Jenesse  
Margaret H. Jenesse, President

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19 day of November, 2012, by Margaret H. Jenesse as President of Grand Hampton Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She /  / is personally known to me or /  / has produced \_\_\_\_\_ (type of identification) as identification.

Mary Sullivan

Notary Public, State of Florida

Mary Sullivan

Printed Name

My Commission Expires: 5/16/16

(Notary Seal)

