Paramount VI

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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

09-E2758

This is to certify that this is a true copy of the original.

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

This Supplement to Declaration of Covenants and Restrictions for Grand Hampton ("Supplemental Declaration") is made this 15 day of March, 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 desires to supplement and amend the Declaration and to designate the property described in Exhibit "A" attached hereto ("Club Manor West Neighborhood"), lying within the Property previously submitted to the Declaration, as a Neighborhood and provide for Neighborhood Assessments.

E. The consent to this Supplemental Declaration of all mortgagees holding a mortgage lien on the Club Manor West Neighborhood is attached hereto.

STATEMENT OF DECLARATION

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 this Supplemental Declaration.

1. Designation. The Club Manor West Neighborhood is hereby designated as a Neighborhood. The Club Manor West Neighborhood may, but shall not be required to, be expanded by the Declarant, in its sole discretion, at any time and from time to time, by the addition of additional Lots. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, the Builder, the Owners or any or all Owners of Lots within the Club Manor West Neighborhood.

2. Exterior Maintenance. The Association shall provide exterior maintenance on each Residential Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including exterior doors), termite treatment and repair of termite damage to any siding or exterior structural portions of the Residential Unit, walks, driveways, freestanding walls, fences and other exterior improvements. Such exterior maintenance shall not include glass surfaces, or windows, which shall be the responsibility of the Owner. An Owner within the Club Manor West Neighborhood may not paint or otherwise alter the exterior surface or appearance of a Residential Unit located upon his Lot. In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Notwithstanding anything herein to the contrary, in the event that the Association fails to undertake its obligations with respect to any items of repair pertaining to a Residential Unit within thirty (30) days after written notice to the Association from the Owner specifying in detail the necessity of such repair (or, in the event of an emergency, where such repair is necessary to prevent further waste to the Residential Unit, within forty-eight (48) hours following written notice to the Association) then, and in such event, the Owner shall have the right to undertake such repair, whereupon the Association shall reimburse Owner for the reasonable cost of such repair within a reasonable period of time after presentment of evidence of full payment by Owner of such repair work.

3. Lot Maintenance. The Association shall maintain the lawn areas of each Lot in the Club Manor West Neighborhood on which a completed dwelling unit exists, which maintenance shall include mowing, edging, elimination of cutting (blowing), fertilizing, pest control, maintenance and repair of any irrigation system installed and constructed by the Builder on the Lots within the Club Manor West Neighborhood, maintenance and trimming of shrubs, trees, annuals, remulching or replacement of dead landscape materials and any other lawn maintenance service which may be deemed advisable from time to time by the Association. 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. 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 so added upon a Lot by Owner 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 Club Manor West Neighborhood that

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were added by the Owner, which have died or been destroyed, on behalf of the Owner of such Lot at such Owner's sole cost and expense. 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.

4. Neighborhood Common Areas. The Association shall maintain the areas designated as "Neighborhood Common Areas" on the Plat of the Club Manor West Neighborhood. Such maintenance shall include all functions and operations taken by the Association to maintain the Neighborhood Common Areas in the manner that the Association maintains all Common Areas within the Property in accordance with Article V of the Declaration, including, without limitation, maintaining insurance as to the Neighborhood Common Areas. Notwithstanding anything to the contrary in the Declaration, the Association's cost of maintaining the Neighborhood Common Areas, including insurance with respect thereto, shall be included in the Neighborhood Assessment for the Club Manor West Neighborhood.

5. Neighborhood Use Restrictions. The following restrictions shall apply to the Club Manor West Neighborhood in addition to those set forth in the Declaration. To the extent that the following restrictions are more stringent than those set forth below, the more stringent restrictions set forth below shall control as to the Club Manor West Neighborhood.

5.1 Occupancy and Leasing Restrictions. Notwithstanding Article III, Section 12 of the Declaration, Residential Units within the Club Manor West Neighborhood may not be rented for a period of less than one (1) year. All other provisions of such Section 12 shall apply to the Club Manor West Neighborhood.

5.2 Animals. In addition to the restrictions set forth in Article III, Section 2 of the Declaration, no more than a total of two (2) common household pets may be kept in any Residential Unit, and Owners within the Club Manor West Neighborhood shall not maintain dogs on any Lot that weigh in excess of forty (40) pounds. Furthermore, Owners shall not maintain any of the following breeds of dog on any Lot: Akita, Chow, German Shepherd, Pit Bull, or Rottweiler. All animals permitted to be kept by this paragraph shall be kept on a leash (but not tied to any object outside of the dwelling unit) when not within an enclosed area of a Lot, and the Owner shall be responsible for properly curbing such animals and any necessary clean-up. The Association may in its sole discretion demand and cause the removal of any animal which is repeatedly the cause of a nuisance, unreasonable noise or hazard.

5.3 Decks and Patios. Owner shall not be permitted to erect any decks, patios or screen-enclosed or glass-enclosed areas without the prior written approval of the Board. Any decks, patios or screen-enclosed or glass-enclosed areas approved by the Board shall be maintained by the Association and any expenses incurred by the Association in maintaining said decks, patios or screen-enclosed or glass-enclosed areas will be charged to the Owner. Failure by any Owner to pay any such invoice immediately when due, shall give rise to an indebtedness

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of the Owner to the Association and treated in accordance with Article VI, Section 9 of the Declaration regarding specific assessments.

5.4 Outdoor and Indoor Hot Tubs and Spas. The installation and/or operation of hot tubs and/or spa units shall be strictly prohibited on the inside or outside of Residential Units.

5.5 Exterior Decorations. Owner shall not be permitted to place any type of exterior decorations (including but not limited to holiday decorations such as Christmas lights, flags or statues) on his or her Residential Unit without the prior written approval of the Board; provided however one(1) flag of the United States of America may be displayed on each Lot in accordance with regulations established by the Design Review Committee. Furthermore, Owner must remove any such exterior decorations within the time period requested by the Board.

5.6 Damaged Structures/Required Repair or Reconstruction. The erection of a Residential Unit destroyed by fire or other casualty, or the repair of any Residential Unit damaged by fire or otherwise on any Lot shall be completed without unreasonable delay. Should the Owner leave a Residential Unit 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, may complete and repair it in a manner deemed proper in the discretion of the Design Review Committee and invoice the Owner for the cost of said repairs. 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 special assessments.

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

(i) The land comprising the Lot must remain and be in physical condition to accommodate and support the Residential Unit and the Common Areas that are to be rebuilt;

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

(iii) The catastrophic loss or destruction must have been an insured loss under the policies of insurance maintained by the Association entitling the Association to the payment of insurance proceeds, notwithstanding the amount of any deductible, and all of such proceeds must be made available to the Association for purposes of

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repairing, rebuilding or replacing the Residential Unit or Common Areas, as applicable; and

(iv) Any institutional mortgagees holding mortgages on the Residential Unit and the Common Areas must consent to the repair, rebuilding or replacement, to the extent the mortgages on the Residential Unit and Common Areas require such consent, or to the extent that any such mortgagee is an additional insured on any policy of insurance covering the catastrophic loss or destruction.

(b) In the event all of the foregoing conditions are not met, the Association may decline an offer, request or demand to repair, rebuild or replace the Residential Unit and the Common Areas, whereupon any affected Owner may sell his Lot.

5.7 Guns. The use of firearms within a Lot or the Common Areas is prohibited. The term "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of size.

6. Property Insurance. The Association shall obtain, to the extent available, insurance it deems necessary, including, but not limited to, 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 all Residential Units and all other improvements in the Club Manor West Neighborhood; (b) to the extent available, flood hazard insurance covering all Residential Units and other improvements in the Club Manor West Neighborhood which lie 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 Units, their foundations and other improvements; (c) 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, or arising from the Association's responsibilities with regard to the Residential Units, their foundations and other improvements in the Club Manor West Neighborhood. The limits of liability 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; and (d) to the extent available, mold insurance on each Residential Unit with a minimum $50,000 coverage. The cost of all insurance obtained by the Association pursuant to this Paragraph 6 shall be included as part of the Neighborhood Assessment provided for in Paragraph 8 of the Declaration. The cost of insurance referenced in the immediately preceding sentence shall be in addition to the cost of the one (1) year's property insurance premium to be collected at closing as part of the Townhome Repair and Property Insurance Start-Up Assessment provided for in Section 9 herein below.

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7. Party Walls.

7.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Residential Unit within the Club Manor West Neighborhood and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 7, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.4 Weatherproofing. Notwithstanding any other provision of this Section 7, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 6 shall be appurtenant to the land and shall pass to such Owner's successor in title.

7.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section 7, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the parties to such dispute shall abide by a decision determined by a majority of all the arbitrators.

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 Paragraphs 2, 3 and 4 above, and the Property Insurance purchased by the Association pursuant to Paragraph 5 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

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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.

9 Start-Up Assessment for Townhome Repair and Property Insurance. 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 and Property Insurance 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, driveway repair obligations, and for the cost of property insurance 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 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 and Property Insurance Start-Up Assessment in the same manner as provided above for setting Special Assessments. The initial Townhome Repair and Property Insurance Start-Up Assessment shall be $200.00; plus the cost of one (1) year's property insurance premium as determined on the date of the closing of each Residential Unit; provided however the $200.00 amount may be increased from time to time in the Board's sole discretion.

10. Neighborhood Committee. A Neighborhood Committee consisting of three (3) individuals who are Owners of a Lot within the Club Manor West Neighborhood shall be appointed by the Board for the purpose of advising the Board on matters of concern and desires of the Lot Owners within the Club Manor West Neighborhood as to matters unique to, and affecting

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only the Lot Owners within the Club Manor West Neighborhood. The Neighborhood Committee shall be governed by the provisions of Article VII, Section 4, and Article IV, Sections 3 and 6 of the Bylaws, and otherwise in accordance with the Declaration and this Supplemental Declaration. Until such time as Builder has sold seventy percent (70%) of the Lots, the Board shall appoint two (2) persons to be designated by Builder to serve on the Neighborhood Committee. Until such time as Builder has sold ninety percent (90%) of the Lots, the Board shall appoint one (1) person to be designated by Builder to serve on the Neighborhood Committee. Furthermore, any addition or modification to a Residential Unit or Lot requested by an Owner that requires the approval of the Board or the Design Review Committee shall also require the approval of the Builder, if at the time of said request, a representative of Builder is serving on the Club Manor West Neighborhood Committee.

11. Driveway Access Easement. Each Owner shall have the right to ingress and egress over and across the driveways within the Club Manor West Neighborhood, if necessary for access to such Owner's Lot. Owners shall not park vehicles or place any obstructions in driveways that would inhibit other Owners from accessing their garages. In the event any Owner shall park his or her vehicle in a driveway or place an obstruction in a driveway that inhibits other Owners from accessing their garages, then the Association may remove said vehicle or obstruction at the violator's expense.

[Signatures continued on next page.]

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IN WITNESS WHEREOF, this 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:

Carol M'Carroll

Dean A. Collura

By: James P. Harvey
Name: James P. Harvey
Title:

ASSOCIATION:

Witness:

Carol M'Carroll

Dean A. Collura

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

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

BUILDER:

Witness:

RANDELL MILLER

THOMAS W. DANAHER

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

By:
J. Michael Morris, Manager and President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16 day of March, 2006, by James P. Harvey as Regional Manager 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.

CAROL MCGRATH
Notary Public - State of Florida
My Commission Expires Feb 9, 2009
Commission # DD 394943
Bonded By National Notary Assn.

(NOTARY SEAL)

Carol M'Grath
Notary Public, State of Florida

Carol M'Grath
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 16th day of March, 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.

CAROL MCGRATH
Notary Public - State of Florida
My Commission Expires Feb 9, 2009
Commission # DD 394943
Bonded By National Notary Assn.

(NOTARY SEAL)

Carol M'Grath
Notary Public, State of Florida

Carol M'Grath
Printed Name of Notary Public

Commission Expiration Date

Notarial Serial Number

Book16236/Page193

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of MARCH, 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.

Mary Lu Miller
Notary Public, State of Florida
MARY LU MILLER
Printed Name of Notary Public

(NOTARY SEAL)

MARY LU MILLER
MY COMMISSION # DD 253367
EXPIRES October 31, 2007
Bonded Thru Notary Public Underwriters

Commission Expiration Date

Notarial Serial Number

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CONSENT OF MORTGAGEE TO DECLARATION

Gold Bank . being the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement recorded in Official Records Book 16236, Page 1560, 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. Spitler, III as Vice President of Gold Bank has caused this Consent to be executed and delivered this 15th day of MARCH, 2006.

Signed, sealed and delivered
in the presence of:

Randall Rabb
(Signature of Witness)
Cornell Miller
(Printed Name of Witness)
Mary Lu Miller
(Signature of Witness)
MARY LU MILLER
(Printed Name of Witness)

Gold Bank

By: D C Spitler
Downs C. Spitler, III
As its: Vice President

Address:

601 N. Ashley Drive
Suite 400
Tampa, Florida, 33602

This is a Recorded Copy

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Consent to Declaration was acknowledged before me this 15th day of MARCH, 2006, by Downs C. Spitler, III as Vice President of Gold Bank, on behalf of said Bank. The said Downs C. Spitler, III is personally known to me or produced _____ as identification.

MARY LU MILLER
MY COMMISSION # DD 253367
EXPIRES: October 31, 2007
Bonded Thru Notary Public Underwriters

Mary Lu Miller
Notary Public ----State of Florida
Print Name: MARY LU MILLER
My commission expires: _____
My commission number is: _____

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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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 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 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

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.

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'Hara

Christina A. Poss
Christina A. Poss

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

ASSOCIATION:

Witness:

Deborah M. O'Hara

Christina A. Poss
Christina A. Poss

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

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

BUILDER:

Witness:

Teresa M Markievich
Teresa M Markievich

John R. Ferrell
John R. Ferrell

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

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 PHARVEY, 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.

DANIEL L COE
MY COMMISSION # DD508375
EXPIRES: Jan. 18, 2010
(407) 398-0153 Florida Notary Service.com

(NOTARY SEAL)

_____
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.

DANIEL L COE
MY COMMISSION # DD508375
EXPIRES: Jan. 18, 2010
(407) 398-0153 Florida Notary Service.com

(NOTARY SEAL)

_____
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

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.~~

ERNEST L. ANGELILLI, III
MY COMMISSION # DD 180836
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

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

M & I Marshall & Isley Bank

By: [signature]
Downs C Spitler 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 11th day of May, 2006, by Downs C. Spitler 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 Hillyer
Notary Public ----State of Florida
Print Name: _____
My commission expires: _____
My commission number is: _____

LORI A. HILLYER
Notary Public - State of Florida
My Commission Expires Aug 4, 2009
Commission # DD 458322
Bonded By National Notary Assn.

INSTRUMENT#: 2007072648, BK: 17452 PG: 1682 PGS: 1682 - 1688 02/08/2007 at 03:05:28 PM, DEPUTY CLERK: YROCHE Pat Frank, Clerk of the Circuit Court Hillsborough County

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Tampa Title

After recording 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 WEST NEIGHBORHOOD)

This Second Amendment to Supplemental Declaration of Covenants and Restrictions for Grand Hampton ("Amendment") is made this 1st 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 West Neighborhood) on March 17, 2006 at O.R. Book 16236, Page 0184 of the Hillsborough County Public Records and the Amendment to the Supplemental Declaration of Covenants and Restrictions for Grand Hampton (Club Manor West Neighborhood) on May 25, 2006 at O.R. Book 16520, Page 0445 of the Hillsborough County Public Records (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 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 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 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.

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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, Subsection 5.3 of the Supplemental Declaration entitled Decks and Patios is hereby amended to add the following sentence at the end of said subsection:

Deck and patio lights adjacent to the Significant Wildlife Habitat Conservation Easement may not be aligned to shine directly into the Significant Wildlife Habitat Conservation Easement and shall not be left on all night.

C. 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 West Neighborhood, no sign advertising a Lot for sale or for rent shall be displayed to public view within the Club Manor West Neighborhood.

D. 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

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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.

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:

Deborah Mott

Melissa Tramp

By: James P. Flaherty
Name: James P. Flaherty
Title: Vice-President

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STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st 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)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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

ASSOCIATION:

Witness:
Deborah M O'L
Melissa Trump

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

By: _____
James P. Harvey, President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st 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)

MELISSA A. TRUMP
MY COMMISSION EXPIRES
February 23, 2009
#DD 399120
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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:

Witness:

BAYFAIR GRAND HAMPTON, LLC
a Florida limited liability company

John R. Ferrell
JOHN R. FERRELL

Natasha Madera
Natasha Madera

By: _____
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.~~

ERNEST L. ANGELILLI, III
MY COMMISSION # DD 180838
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

(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 West 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:

Lori Hillyer
(Signature of Witness)
Lori Hillyer
(Printed Name of Witness)
Marlene Varnum
(Signature of Witness)
MARLENE VARNUM
(Printed Name of Witness)

M & I Marshall & Isley Bank

By: David Fryzel
DAVID FRYZEL
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 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
My Commission Expires Aug 4, 2009
Commission # DD 458322
Bonded By National Notary Assn.

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