

Prepared by and return to:  
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INSTRUMENT#: 2011386071, O BK 20827  
PG 1747-1748 11/30/2011 at 09:54:04 AM,  
DEPUTY CLERK: LPERTUIS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO ARTICLE VIII, SECTION 1 OF THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CHEVAL POLO & GOLF CLUB**

WE HEREBY CERTIFY THAT the attached Amendment to Article VIII, Section 1 of the Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club, as recorded in Official Records Book 4450, Page 1789, et seq. of the Public Records of Hillsborough County, Florida, and as may thereafter have been amended from time to time, was adopted at a duly noticed meeting at which a quorum was present of the members of Cheval Property Owner's Association, Inc. held on November 16, 2011 at 19502 Heritage Harbor Pkwy, Lutz, FL 33558. The attached Amendment was duly adopted pursuant to Article XI, Section 4 of the Declaration by the affirmative vote of at least seventy-five percent (75%) of the total votes cast in person or by proxy.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of November, 2011, at Hillsborough County, Florida.

WITNESSES

CHEVAL PROPERTY OWNER'S ASSOCIATION, INC.

Sign Thora Shoer

By: Lea Welch

Print THOMAS SHOLL

Print Name: Lea Welch  
As: President

Sign Danny Rivera

By: Patti Schatz

Print DANNY RIVERA

Print Name: PATTI SCHATZ  
As: Vice President

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16~~th~~ day of NOVEMBER, 2011, by LEA WELCH and PATTI SCHATZ as President and Vice President respectively, of Cheval Property Owner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Paul J. Wills  
Signature of Notary Public - State of Florida  
Notary Public State of Florida  
Paul J Wills  
My Commission DD848922  
Expires 01/05/2013  
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

EIGHTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CHEVAL POLO & GOLF CLUB

Amendment to Article VIII, Section 1 of the Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club recorded at Official Records Book 4450 at Page 1789, and as amended at Official Records Book 6894 at Page 029, et seq, of the Public Records of Hillsborough County, Florida.

Additions indicated by underlining  
Deletions indicated by ~~striking through~~  
Unaffected text by "..."

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ARTICLE VIII  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Subject to the provisions of Article IX, Section 7 hereof, the Declarant, for each Lot, Unit, Parcel and Patio Home within the properties, hereby covenants, and each Owner of any Lot, Unit, Parcel or Patio Home by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges against a particular Lot, Unit, Parcel or Patio Home as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments, charges, interest, costs, and reasonable attorney's fees shall ~~not~~ pass to an Owner's successors in title, ~~unless expressly assumed by them.~~ including but not limited to a purchaser at a judicial sale or a grantee of a deed in lieu of foreclosure. Notwithstanding the above and notwithstanding anything to the contrary set forth in Article VIII, Section 14 herein, a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot, Unit, or Patio Home by foreclosure or by deed in lieu of foreclosure, shall be liable to the Association for the unpaid assessments that became due before the mortgagee's acquisition of title, as set forth in §720.3085, Florida Statutes (2011) and as it may be amended from time to time.

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