

THIS IS NOT A CERTIFIED COPY

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

OFF. REC. 5634 1151

MS

SECOND SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVAL POLO AND GOLF CLUB

This SECOND SUPPLEMENT TO MASTER DECLARATION is made on the date hereinafter set forth by CHEVAL PROPERTY HOLDINGS, INC., a Florida corporation, hereinafter referred to as the "Declarant" or as the "Developer".

Recitals

On November 16, 1984, Cheval Land Corporation made and placed of record that certain Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club ("Master Declaration"), which Master Declaration was recorded in Official Records Book 4450, page 1789, in the Public Records of Hillsborough County, Florida, which Master Declaration is supplemented by that First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club and recorded on May 11, 1988, in O.R. Book 5401 Page 1840 in the Public Records of Hillsborough County, Florida and further amended by that First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club and recorded on July 14, 1988 in O. R. Book 5453, Page 1508 in the Public Records of Hillsborough County, Florida.

Pursuant to Article XI of the Master Declaration, additional lands contained within the lands described on Exhibit "C" of the Master Declaration can be added to the Master Declaration from time to time by the Declarant as provided herein.

Declarant is the successor in title to all of the lands described in Exhibit "C" to the Master Declaration and desires to add additional lands as provided herein.

Amendment

Accordingly, the Declarant hereby declares that the scheme of the Covenants and restrictions of the Master Declaration are hereby extended to the land described on Exhibit "A-1" attached hereto and made a part hereof (the "Land"), and further declares that the Land shall be held, sold and conveyed subject to the easements, restrictions covenants and conditions contained in the Master Declaration as though said Land were originally described therein, and such easements, restrictions, covenants and conditions shall run with the Land and be binding on all parties having any right, title or interest there, or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such owner thereof.

Except as specifically provided herein, this Supplement shall not impair or affect any of the terms and provisions of the

1989 MAR - 7 AM 10: 01

89048502

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5634 1152

Master Declaration and same remains in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be executed this 20th day of February, 1989.

Witnesses:

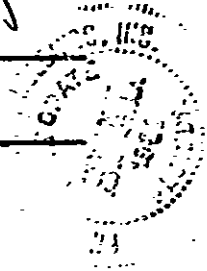
[Signature]
[Signature]

CHEVAL PROPERTY HOLDINGS,
INC., a Florida corporation

By: [Signature]

Name: BO GREKTOP

Title: PRESIDENT



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

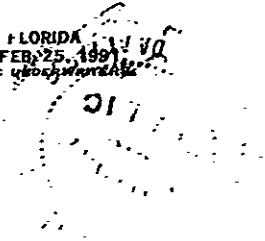
The foregoing instrument was acknowledged before me this 25th day of February, 1989, by Bo Grektop as the President of CHEVAL PROPERTY HOLDINGS, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES: FEB. 25, 1991
FILED THRU NOTARY PUBLIC

Prepared by & Return to:
Hendrik Uiterwyk, Esq.
P. O. Box 433
Tampa, Florida 33602 ✓
(813) 254-0500



THIS IS NOT A

FSLIC SCHEDULE

SCHEDULE 1

CERTIFIED COPY

1. The Mortgage consists of the following:

That certain Wraparound Mortgage executed by Cheval Land Corporation, a Florida Corporation to Sunrise Savings and Loan Association of Florida dated December 23, 1983, recorded December 23, 1983 in O.R. Book 4243, page 391; and Note and Mortgage Modification Agreement and Receipt of Future Advance, dated January 18, 1985, recorded January 21, 1985 in O.R. Book 4487, page 428 and Note and Mortgage Modification Agreement and Receipt for Future Advance, dated August 30, 1985, recorded September 4, 1985 in O.R. Book 4631, page 1631; said Mortgage subordinated by Subordination of Mortgage recorded December 26, 1985 in O.R. Book 4709, page 796 and amended by Subordination of Encumbrance recorded January 8, 1985 in O.R. Book 4480, page 1780, and further modified by Note and Mortgage Modification and Spreading Agreement and Receipt for Future Advance recorded February 6, 1986 in O.R. Book 4738, page 1605; and further modified in O.R. Book 5245, page 583, Public Records of Hillsborough County, Florida; Subordination of Mortgage Lien as recorded on March 24, 1988 in O.R. Book 5364, Page 406; Amended Subordination of Mortgage Lien as recorded on May 20, 1988 in O.R. Book 5410, Pg. 1470; in the Public Records of Hillsborough County, Florida.

2. The Related Documents consist of the following:

(a) The Financing Statement from Cheval Land Corporation, Debtor to Sunrise Savings and Loan Association of Florida, Secured Party and filed on December 23, 1983 in O.R. Book 4243, page 427; amended recorded on March 5, 1986, in O.R. Book 4757, page 1771; amended and assigned in O.R. Book 5245, page 618 and Amendment recorded on May 20, 1988 in Official Records Book 5410, Page 1494, Public Records of Hillsborough County, Florida.

(b) The Financing Statement from Cheval Property Holdings, Inc. Debtor to Federal Savings and Loan Insurance Corp., Secured Party filed on October 9, 1987 in O.R. Book 5245, page 612, of the Public Records of Hillsborough County, Florida.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 5634 6 1155

JOINDER AND CONSENT TO SECOND SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, hereby certifies that it is the holder of a Mortgage, more particularly described in the attached Schedule 1, upon portions of the property described in the Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo and Golf Club, and that the undersigned hereby joins in and consents to this Second Supplement to the Master Declaration.

Signed, sealed and delivered
in the presence of:

LLOYDS BANK PLC

Jeanne Morone

By: Sybil N. Weldon WISS
VICE PRESIDENT

Pamela R. Gaffney

By: Joseph F. Catalano CS34
BANKING OFFICER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This is to certify that on the 27 day of FEBRUARY, 1989, before me an officer duly authorized to take acknowledgments in the State of Florida and the County aforesaid personally appeared Sybil Weldon, as Vice President and JOSEPH F. CATALANO as Banking Officer of LLOYDS BANK PLC., on behalf of said banking corporation, to me known to be the persons described in and who executed the foregoing Joinder and Consent to Second Supplement and acknowledge that the execution thereof for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date set forth above.

Jeanne Morone
Notary Public

My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires June 4, 1990
Bonded thru Huckleberry, Sibley &
Harvey Insurance and Bonds, Inc.

THIS IS NOT A

LLOYDS SCHEDULE

SCHEDULE 1

CERTIFIED COPY

The Mortgage consists of the following:

That certain Mortgage executed by Profundo, Inc., to Sun Bank of Tampa Bay, recorded March 4, 1988 in O.R. Book 5350, at page 1610, and assigned to Lloyds Bank PLC, said assignment recorded May 20, 1988 in O.R. Book 5410, at page 1458; Mortgage Modification recorded March 24, 1988 in O.R. Book 5364, at page 410, and assigned to Lloyds Bank PLC, recorded May 20, 1988 in O.R. Book 5410, page 1462. Said Mortgage further modified May 20, 1988 in O.R. Book 5410 at page 1479.

Mortgage Deed and Security Agreement from Cheval Property Holdings to Sun Bank of Tampa Bay recorded on March 4, 1988 in O.R. Book 5350, at page 1621, and assigned to Lloyds Bank PLC, recorded May 20, 1988 in O.R. Book 5410 at page 1460. Mortgage Modification Agreement recorded on March 24, 1988 in O.R. Book 5364, at page 413, and assigned to Lloyds Bank PLC, recorded May 20, 1988 in O.R. Book 5410, at page 1463.

2. The Related Documents consist of the following:

(a) Collateral Assignment of Rents, Leases, Profits and Contracts, recorded on March 24, 1988 in O.R. Book 5364 at page 419; and further assigned to Lloyds Bank PLC, recorded May 20, 1988 in O.R. Book 5410 at page 1466.

(b) Financing Statement from Profundo, Inc., to Sun Bank of Tampa Bay and recorded March 24, 1988 in O.R. Book 5364, at page 424; and assigned to Lloyds Bank PLC, further recorded May 20, 1988 in O.R. Book 5410 at page 1496.

(c) Notice And Receipt Of Future Advances recorded March 24, 1988 in O.R. Book 5364 at page 418 and further assigned to Lloyds Bank PLC, recorded on May 20, 1988 in O.R. Book 5410 at page 1465.

(d) Corrective Mortgage Modification; Corrective Future Advance Receipt; Corrective Collateral Assignment recorded in O.R. Book 5410, page 1456.

(e) Assignment of Contracts and Mortgage Receivables dated May 20, 1988 recorded in O.R. Book 5410 page 1487.

(f) Collateral Assignment of Rents, Leases, Profits, and Contracts, recorded on March 24, 1988 in O.R. Book 5364, page 426; and further assigned to Lloyds Bank Plc, recorded in O.R. Book 5410, page 1468.

(g) Financing Statement from Profundo, Inc. to Sun Bank of Tampa Bay and recorded March 24, 1988 in O.R. Book 5364, page 430; and assigned to Lloyds Bank Plc, recorded in O.R. Book 5410 page 1497.

THIS IS NOT A
CERTIFIED COPY

REF. 5634 & 1157
REC. 5634 & 1157

Description:

A parcel of land in Sections 8 and 9, Township 27 South, Range 18 East, Hillsborough County, Florida, described as follows:

Commence at the Southwest corner of said Section 9, also known as the Southeast corner of said Section 8; thence along the common boundary between said Sections 8 and 9, N.00°19'47"E., 281.18 feet to the POINT OF BEGINNING; thence leaving said common boundary S.63°50'41"W., 292.29 feet; thence S.00°23'51"W., 135.51 feet to a line lying 15 feet north of and parallel with the south boundary of said Section 8; thence along said parallel line, N.95°36'09"W., 442.93 feet; thence N.49°27'18"W., 184.10 feet; thence N.31°41'27"E., 734.49 feet; thence N.33°59'09"E., 318.06 feet to a non-tangent curve; thence northwesterly, 44.29 feet along the arc of a curve concave to the southwest, having a radius of 25.00 feet and a central angle of 101°30'46", (chord bearing and distance, N.68°12'53"W., 38.72 feet) to a point of reverse curvature; thence westerly, 172.87 along the arc of a curve concave to a north, having a radius of 459.87 feet and a central angle of 21°32'16", (chord bearing and distance S.73°47'51"W., 171.85 feet) to a non-tangent line; thence N.05°26'01"W., 50.00 feet to the north, having a radius of 399.87 feet and a central angle of 32°09'54", (chord bearing and distance, N.68°29'02"E., 221.55 feet) to a point of reverse curvature; thence northeasterly, 242.25 feet along the arc of a curve concave to the southeast, having a radius of 537.73 feet and a central angle of 25°48'44", (chord bearing and distance, N.55°18'27"E., 240.21 feet) to a non-tangent line; thence along said non-tangent line, S.00°19'47"W., 61.55 feet to a non-tangent curve; thence easterly, 143.08 feet along the arc of a curve concave to the south, having a radius of 477.73 feet and a central angle of 17°09'35", (chord bearing and distance, N.85°14'39"E., 142.54 feet) to a non-tangent line; thence S.15°27'30"E., 793.20 feet; thence S.63°50'41"W., 321.82 feet to the POINT OF BEGINNING.

containing 17.65 acres, more or less.