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**TENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF CHEVAL POLO AND GOLF CLUB**

THIS TENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVAL POLO AND GOLF CLUB (the "Tenth Amendment") is made by the CHEVAL PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Association."

RECITALS

A. On November 16, 1984, Cheval Land Corporation ("**Cheval Land Corp.**") made and placed of record that certain Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo and Gold Club (the "**Initial Declaration**") which Initial Declaration was recorded in Official Records Book 4450, beginning on Page 1789, of the Public Records of Hillsborough County, Florida (the "**Public Records**"). The Initial Declaration was supplemented by (i) that certain First Supplement to the Initial Declaration ("**First Supplement**") recorded on May 11, 1988 in Official Records Book 5401, beginning on Page 1840, of the Public Records, (ii) that certain Second Supplement to the Initial Declaration ("**Second Supplement**") recorded on March 7, 1989, in Official Records Book 5634, beginning on Page 1151, of the Public Records, (iii) that certain Third Supplement to the Initial Declaration ("**Third Declaration**") recorded February 2, 1993 in Official Records Book 6892, beginning on Page 863 of the Public Records, (iv) that certain Fourth Supplement to the Initial Declaration ("**Fourth Supplement**") recorded on February 23, 1993 in Official Record Book 6892, beginning on Page 863 of the Public Records, (v) that certain Fifth Supplement to the Initial Declaration ("**Fifth Supplement**") recorded July 21, 1994 in Official Records Book 7464, beginning on Page 966, of the Public Records, and (vi) that certain Sixth Supplement to the Initial Declaration ("**Sixth Supplement**") recorded on February 20, 1996 in Official Records Book 8051, beginning on Page 1773, of the Public

Records. The Initial Declaration was amended by (i) that certain First Amendment to the Initial Declaration (“**First Amendment**”) recorded on July 14, 1988 in Official Records Book 5453, beginning on Page 1508, of the Public Records, (ii) that certain Second Amendment to Initial Declaration (“**Second Amendment**”) recorded June 27, 1990 in Official Records Book 6014, beginning on Page 1260, of the Public Records, (iii) that certain Third Amendment to the Initial Declaration (“**Third Amendment**”) recorded February 25, 1993 in Official Records Book 6894, beginning on Page 29, of the Public Records, (iv) that certain Fourth Amendment to the Initial Declaration (“**Fourth Amendment**”) recorded July 16, 1993 in Official Records Book 7048, beginning on Page 862 of the Public Records, (v) that certain Fifth Amendment to the Initial Declaration (“**Fifth Amendment**”) recorded June 9, 1997, in Official Records Book 8593, beginning on Page 1646 of the Public Records, (vi) that certain Sixth Amendment to the Initial Declaration (“**Sixth Amendment**”) recorded June 12, 1998, in Official Records Book 09085, beginning at Page 1450 of the Public Records, (vii) that certain Seventh Amendment to the Initial Declaration (“**Seventh Amendment**”) recorded November 23, 2010, in Official Records Book 20216, beginning at Page 1321 of the Public Records, (viii) that certain Eighth Amendment to the Initial Declaration (“**Eighth Amendment**”) recorded November 16, 2011, in Official Records Book 20827, beginning at Page 1747 of the Public Records, and (ix) that certain Ninth Amendment to the Initial Declaration (“**Ninth Amendment**”) recorded November 16, 2017, in Official Records Book 25370, beginning at Page 992 of the Public Records. The Initial Declaration as supplemented by the First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement, and Sixth Supplement, and as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment and Ninth Amendment, is herein referred to as the “**Master Declaration.**”

B. On July 11, 1988, Cheval Land Corp. assigned the Declarant’s Rights under the Master Declaration to Cheval Property Holdings, Inc., through an Assignment of Declarant’s Rights recorded July 14, 1988, in Official Records Book 5453, beginning on Page 1459 of the Public Records.

C. On February 7, 2003, Profundo, Inc., as successor by merger to Cheval Property Holdings, Inc., assigned the Declarant’s Rights under the Master Declaration to the Association, through an Assignment of Declarant’s Rights recorded March 8, 2003, in Official Records Book 12424, beginning on Page 0995 of the Public Records.

D. The Association desires to amend the Master Declaration as set forth below to comply with the Southwest Florida Water Management District’s (“SWFWMD”) Environmental Resource Permit Applicant’s Handbook for SWFWMD to issue permits for the Properties subjected to the terms of the Master Declaration. These amendments were approved by at least 75% of the total votes cast in person or by proxy at a meeting duly called and held of the membership of the Association.

Amendments

Accordingly, the Association hereby declares that the Master Declaration is amended as follows:

1. Section 22 of Article I is hereby amended to read as follows:

Section 22. “Water Management System” shall mean and refer to the system described and approved by Hillsborough County and other governmental agencies having jurisdiction over the drainage system, waterways and bodies of water and connecting drains and personalty used in respect thereto within the Master Plan. Pursuant to Section 2 of Article II, the Association has an easement for the maintenance, repair and operation of all elements of the Water Management System, including, but not limited to, access to all bodies of water, waterways and underground connections together with access to all pumps, gates and other functional and operational parts of the Water Management System, whether above or below ground or submerged. The Association is responsible for the operation, repair and maintenance of the Water Management System described in the permit(s) issued by SWFWMD. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation and is responsible to complete the task successfully, including meeting all permit conditions associated with wetland mitigation, maintenance and monitoring.

2. Section 1 of Article II is hereby amended to add the following paragraph:

The Association shall exist in perpetuity. However, should the Association dissolve, the responsibility for the maintenance, repair and operation of the Water Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f), of the SWFWMD’s Applicant’s Handbook Volume I, who has the powers listed in Sections 12.3.3(b)1 through 8, the covenants and restrictions required in Sections 12.3.(c) 1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Water Management System described in Sections 1.3.3(d) 1 or 2 prior to its dissolution.

3. Section 4 of Article III is hereby amended to add the following paragraph:

The SWFWMD Permit issued for a portion of the Properties is attached hereto as Exhibit "A" and incorporated herein by this reference. The registered Agent for the Association will maintain copies of all further permitting actions for the benefit of the Association.

4. Section 2 of Article XI is hereby amended to add the following paragraph:

The SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

5. Section 2 of Article VIII is hereby amended to read as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary Walls and fences required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; **the operation and maintenance of the stormwater management system;** and such other needs as may arise.

6. Section 4 of Article XI is hereby amended to read as follows:

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ~~twenty-five (25) fifteen (15)~~ years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years, unless terminated by the vote of eighty (80%) percent of the total vote present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first ~~twenty-five (25) fifteen (15)~~ year period or any subsequent five (5) year period by an instrument signed either by: (i) the Declarant as provided in Section 5 hereafter; or (ii) Owners (including Declarant) holding not less than seventy-five percent (75%) of the total votes of all Lots, Units, Patio Homes, Parcels and Clubs; or (iii) the duly authorized officers of the Association provided such amendment by the Association's officers have been approved by at least seventy-five percent (75%) of the total vote cast in person or by proxy at a regular or special member's meeting; or (iv) notwithstanding anything herein to the contrary, the Declarant shall have the absolute right, in its sole discretion, to amend, alter, modify or change this Declaration, at any time, through and including December 31, 1985. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot, Unit, Parcel, Club or Patio Home, no amendment shall diminish, discontinue or in any way adversely affect the right of the Declarant under this Declaration, nor shall any amendment pursuant to (ii) or (iii) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Any amendment proposed to this Declaration which would affect the Water Management System (including environmental conservation areas and water management portions of the Common Areas) will be submitted to the SWFWMD for a determination of whether the amendment necessitates a modification of the permit. Any amendment affecting the Water Management System will not be finalized until any necessary permit modification is approved by the SWFWMD or the Association is advised that a modification is not necessary.

(words ~~struck through~~ herein are deleted; words **bolded and double-underlined** herein are added)

7. Except as specifically provided herein, all terms and provisions of the Master Declaration shall remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment to be executed this 30th day of August, 2018.

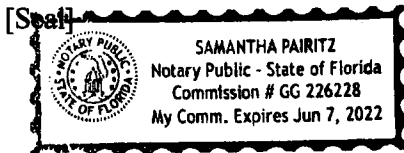
Witnesses:

Dianne K. Skinner
Signature
Dianne K. Skinner
Printed Name
Danny Rivera
Signature
Danny Rivera
Printed Name

CHEVAL PROPERTY OWNERS'
ASSOCIATION, INC.,
a Florida not for profit corporation
By Donald A. Webster
Name: Donald A. Webster
Title: President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30 day of AUGUST, 2018, by Donald A. Webster, as President of Cheval Property Owners' Association, Inc., a Florida not for profit corporation. Such officer is personally known to me or has produced Florida Drivers License as identification and did not take an oath.



Samantha Pairitz
NOTARY PUBLIC, State of Florida
Print Name: Samantha Pairitz
My Commission Expires: June 7, 2022