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OFF. REC. 5453 1508

RICHARD LAKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

3 - 6/30/88

FIRST AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CHEVAL POLO & GOLF CLUB

THIS FIRST AMENDMENT is made as of the date hereinafter set forth by CHEVAL PROPERTY HOLDINGS, INC., a Florida corporation, hereinafter referred to as the "Declarant."

PRELIMINARY RECITALS

- A. Cheval Land Corporation, a Florida corporation ("Cheval"), has executed a Master Declaration of Covenants, Conditions and Restrictions for Cheval Polo & Golf Club dated November 16, 1984, filed for record with the Clerk of Circuit Court for Hillsborough County as Document No. 4450, Pages 1789-1830, Hillsborough County, Florida (the "Initial Declaration") governing the use of real property described in attached Exhibit "A" (the "Premises"), which Declaration was amended pursuant to that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club dated Nov 10, 1988 ("First Supplement"), which First Supplement was filed for record with the Clerk of Circuit Court for Hillsborough County as Document No. 5401, Pages 1840-1842, Hillsborough County, Florida (with the Initial Declaration and First Supplement hereinafter collectively referred to as "Declaration").
- B. Declarant is the assignee of Cheval and holds all rights of the Declarant or Developer (as defined in the Declaration).
- C. Declarant intends to sell a portion of the Premises more fully described in attached Exhibit "C" (the "Sale Parcel") to Watson, Forsberg Group, Inc., a Florida corporation (the "Buyer") in accordance with that certain Purchase Agreement (the "Purchase Agreement") dated July 12, 1988 between Declarant and Buyer.
- D. As a condition of purchasing the Sale Parcel, Buyer has required that Declarant make certain amendments to the Declaration, and Declarant is willing to do so.

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NOW, THEREFORE, the Declarant hereby declares that the Declaration is amended as follows and that the Premises shall be subject to the terms of the Declaration, as hereby amended:

- Patio Home Designation. Notwithstanding anything to the contrary contained in Article I, Section 8, the term "Patio Home" shall include all lots within the Sale Parcel, regardless of whether said lots contain more or less than 20,000 square feet, and all such lots shall be subject to all other provisions of the Declaration with respect to Patio Homes, including, but not limited to, the provisions of Article VI, Section 2, and Article VIII, Section 6(b).
- Termination of Golf Course Easement. Article II, Section 3(f) of the Declaration is hereby deleted and is of no further force and effect with respect to the Sale Parcel.
- Plat Approval. The Declarant hereby approves the plat of Blarritz Village (the "Plat") which is to be filed with the Clerk of Circuit Court for Hillsborough County and which shall be substantially similar to the Index Sheet for Blarritz Village Construction Drawings - Cheval Polo & Golf Club, as prepared by Piercefield-Amaden & Associates as amended through April 5, 1988 (as evidenced by the signature of W. D. Amaden on said date) for Project No. 0376-01.

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4. Drainage and Utility Easements. Article II, Section 3(b) and Article II, 3(k) are hereby amended with respect to the Sale Parcel such that the easements for drainage and utilities referenced therein shall consist only of those drainage and utility easements as designated on the Plat effective as of the date of the filing of the Plat.
5. Designation of Streets as Common Areas. Any areas designated as streets on the Plat for the Sale Parcel are hereby designated as Common Area, as defined in Article I, Section 5 of the Declaration, effective as of the date of the filing of the Plat.
6. Blarritz Village Association. The Declarant hereby recognizes the existence of the Blarritz Village Association to be formed with respect to the platted lots in the Sales Parcel and hereby recognizes the exclusive authority of the Blarritz Village Association to:
 - a. maintain all landscaping within the Sale Parcel, provided that the Association, as defined in Article I, Section 1 of the Declaration, shall have the authority to approve all landscaping materials used therein and the landscaping design;
 - b. maintain the landscaping sprinkler system within the Sale Parcel (including without limitation any such part of the sprinkler system which may be outside of a platted lot within the Sale Parcel and within the right-of-way of any street which becomes part of the Common Area); and
 - c. maintain entranceway monumentation and a fountain on behalf of the Sale Parcel, including without limitation the electrical and water systems in connection therewith. Any such entranceway monumentation and fountain may be constructed, in whole or in part, on portions of the Common Area which are not improved with bituminous surface or curbing or also upon that certain strip of land lying southerly of the Sale Parcel and northerly of Cheval Trail South (as extended from its current most westerly point 100 feet westerly). Notwithstanding anything to the contrary contained in the Declaration, the Association may not remove said entranceway monumentation or fountain without the prior written consent of the Blarritz Village Neighborhood Association.

The Blarritz Village Association shall have the sole governing power with respect to the items set forth in Subsection (a), (b) and (c) above, and so long as Blarritz Village Association reasonably maintains said landscaping, landscaping sprinkler system and entranceway monumentation and fountain, the Association shall have no rights or powers in connection with said items, including without limitation (i) no right or power to levy assessments in connection therewith (or veto power in connection with assessments made therefor by Blarritz Village Association); (ii) no general powers described in Article IV, Section 13 of the Declaration; (iii) no maintenance powers as described in Article V, Section 7 of the Declaration; and (iv) no power of approval or disapproval described in Article X(d) of the Declaration.

7. Declarant's Assessment. The references in Article VIII, Section 7 and Article IX, Section 5 to "twenty-five percent (25%)" are hereby deleted in their entirety and replaced with "one hundred percent (100%)".
8. Deed Restrictions. The power of the Declarant to place deed restrictions upon the Properties, as described in Article IV, Section 1 and Article XI, Section 1 of the Declaration, is hereby terminated with respect to the Sale Parcel. Said power is further limited to require unanimous consent of all institutional lenders holding existing liens on property subject to these covenants as to any such subsequently filed deed restrictions.

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9. Approval of Leased Models and Marketing Activity. Notwithstanding anything to the contrary contained in Article V, Section 1 of the Declaration or in any other provision of the Declaration, Buyer (or any assignee of Buyer) shall be entitled to construct three (3) model homes within the Sale Parcel and utilize said model homes for purposes of marketing other units to be constructed within the Sale Parcel. Buyer shall also be entitled to lease the models to third parties notwithstanding the provisions of Article V, Section 2 of the Declaration.
10. Maximum Annual Assessment. The first sentence of Article VIII, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following language:

"The Maximum Annual Assessment per Class A Lot shall be Nine Hundred Sixty Dollars (\$960.00), payable on a quarterly basis, through December 31, 1989."
11. Subsequent Amendments to Declaration. Notwithstanding anything to the contrary contained in the Declaration (including without limitation provisions of Article XI, Section 4 thereof), without the prior written consent of the holders of more than 50% of the votes of the membership of the Biarritz Village Association and their respective mortgagees, (i) no amendment shall be made to the Declaration relating to the Sale Parcel; and (ii) except for those items described on Exhibit B attached hereto, no amendment shall be made to the Declaration relating to other portions of the Properties (other than the Sale Parcel) which would materially and adversely affect the Sale Parcel.
12. No Conveyance of Common Area. Notwithstanding the provisions of Article VII, Section 1 of the Declaration, no Common Area of the Association shall be conveyed, vacated or withdrawn without the prior consent of the Biarritz Village Association (as evidenced by a majority of the holders of votes of the Biarritz Village Association).
13. Effect of Modifications. Except as expressly modified above, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused this First Amendment to Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 11 day of July 1988.

Signed, sealed and
delivered in the presence of:

[Signature]
[Signature]

"Declarant"
CHEVAL PROPERTY HOLDINGS, INC.

By: [Signature]

Its: President

By: [Signature]

Its: Asst. Sec.

Prepared By
Hendrick Uiterwyk, Esq
1810 S. MacDill
Tampa, Fl 33629

RETURN TO
[Redacted]
BAYSHORE TITLE
334 Hyde Park Avenue
Tampa, Florida 33606

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STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of July, 1988, by D. Grubbs and Sean Roberts, as President and Secretary, respectively, of Cheval Property Holdings, Inc., a Florida corporation on behalf of the corporation.

Ann R. Murray
Notary Public

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 25, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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EXHIBIT A

A tract of land located in Sections 9, 10, 15 and 16, Township 27 South, Range 18 East, Hillsborough County, Florida, more particularly described as follows: Commence at the common Section Corner between said Sections 9, 10, 15 and 16; thence $N00^{\circ}35'41''E$, 94.51 feet along the common boundary between said Sections 9 and 10 for the POINT OF BEGINNING; thence $S89^{\circ}25'53''E$ 713.94 feet along a line parallel with the south boundary of said Section 10; thence $S00^{\circ}36'23''W$, 94.51 feet to a point of the south boundary of said Section 10; thence $S89^{\circ}25'53''E$, 450.60 feet along the south boundary of said Section 10 to a point on the westerly right-of-way boundary of Dale Mabry Highway (State Road 597); thence $S29^{\circ}10'43''W$, 450.00 feet along said westerly right-of-way boundary of Dale Mabry Highway (State Road 597); thence $N60^{\circ}49'17''W$, 772.81 feet; thence $N89^{\circ}25'53''W$, 270.70 feet along a line parallel with the north boundary of aforementioned Section 15 to a point on the common boundary between said Sections 15 and 16; thence $N89^{\circ}19'02''W$, 100.00 feet along a line parallel with the north boundary of said Section 16; thence $N00^{\circ}49'17''E$, 25.00 feet to a point on the common boundary between said Sections 16 and 9; thence $N35^{\circ}09'38''E$, 53.81 feet; thence 132.31 feet along the arc of a curve to the right having a radius of 280.00 feet and a central angle of $27^{\circ}04'29''$ (chord = 131.08 feet, chord bearing = $N41^{\circ}18'01''W$) to a point of tangency; thence $N27^{\circ}45'53''W$, 283.00 feet to a point of curvature; thence 383.46 feet along the arc of a curve to the right having a radius of 721.33 feet and a central angle of $30^{\circ}27'26''$ (chord = 378.94 feet, chord bearing = $N12^{\circ}32'10''W$) to a point of reverse curvature; thence 37.43 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $85^{\circ}46'26''$ (chord = 34.03 feet, chord bearing = $N40^{\circ}11'40''W$) to a point of tangency; thence $N83^{\circ}04'53''W$, 82.03 feet to a point of curvature; thence 144.21 feet along the arc of a curve to the left having a radius of 172.14 feet and a central angle of $48^{\circ}00'00''$ (chord = 140.03 feet, chord bearing = $S72^{\circ}55'07''W$) to a point of tangency; thence $S48^{\circ}55'07''W$, 377.95 feet; thence $S41^{\circ}04'53''E$, 300.00 feet; thence $S72^{\circ}07'10''W$, 350.76 feet; thence $S89^{\circ}45'12''W$, 270.00 feet; thence $N69^{\circ}15'23''W$, 212.10 feet; thence $N83^{\circ}13'33''W$, 599.56 feet; thence $N02^{\circ}43'11''E$, 267.34 feet; thence $N52^{\circ}39'19''W$, 753.97 feet; thence $S15^{\circ}13'48''W$, 389.28 feet; thence $S16^{\circ}43'58''W$, 287.94 feet; thence $S74^{\circ}32'30''W$, 713.07 feet; thence $S82^{\circ}36'37''W$, 242.95 feet; thence $N68^{\circ}47'17''W$, 260.89 feet; thence $N60^{\circ}56'02''W$, 435.10 feet; thence $N15^{\circ}27'30''W$, 793.20 feet to a point of curvature; thence 72.31 feet along the arc of a curve to the left having a radius of 477.73 feet and a central angle of $8^{\circ}40'19''$ (chord = 72.24 feet, chord bearing = $S89^{\circ}29'22''W$); thence $N00^{\circ}19'47''E$, 60.22 feet; thence 75.95 feet along the arc of a curve to the right having a radius of 537.73 feet and a central angle of $8^{\circ}05'34''$ (chord = 75.89 feet, chord bearing = $N89^{\circ}46'44''E$); thence $N03^{\circ}49'26''E$, 85.00 feet; thence $N77^{\circ}47'38''E$, 673.16 feet; thence $N82^{\circ}09'07''E$, 220.45 feet; thence $S79^{\circ}18'12''E$, 667.25 feet; thence $S59^{\circ}24'28''E$, 271.71 feet; thence 15.01 feet along the arc of

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a curve to the right having a radius of 207.78 feet and a central angle of $4^{\circ}08'24''$ (chord = 15.01 feet, chord bearing = $N28^{\circ}31'20''E$); thence $N59^{\circ}24'28''W$, 222.99 feet thence $N23^{\circ}46'57''E$, 196.57 feet; thence $N44^{\circ}23'03''W$, 184.35 feet; thence $N00^{\circ}40'58''E$, 676.59 feet; thence $N64^{\circ}02'17''E$, 373.42 feet; thence $S49^{\circ}09'03''E$, 323.62 feet; thence $S37^{\circ}22'19''E$, 248.76 feet; thence $S10^{\circ}49'43''E$, 248.76 feet; thence $S09^{\circ}24'28''W$, 248.75 feet; thence $S24^{\circ}51'51''W$, 415.87 feet; thence $S35^{\circ}15'40''W$, 219.42 feet; thence 200.39 feet along the arc of a curve to the left having a radius of 452.53 feet and a central angle of $25^{\circ}20'59''$ (chord = 198.76 feet, chord bearing = $N67^{\circ}24'49''W$); thence 36.52 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $83^{\circ}41'28''$ (chord = 33.36 feet, chord bearing = $S35^{\circ}05'53''E$) to a point of reverse curvature; thence 182.28 feet along the arc of a curve to the right having a radius of 430.00 feet and a central angle of $24^{\circ}17'18''$ (chord = 180.92 feet, chord bearing = $S64^{\circ}47'58''E$) to a point of tangency; thence $S52^{\circ}39'19''E$, 669.75 feet; thence $N07^{\circ}04'37''E$, 125.79 feet; thence $N37^{\circ}20'41''E$, 400.60 feet; thence EAST, 1045.86 feet; thence $S82^{\circ}15'00''E$, 492.66 feet; thence $N19^{\circ}09'07''E$, 20.00 feet; thence $S82^{\circ}15'00''E$, 20.00 feet; thence $N19^{\circ}09'07''E$, 248.80 feet to a point of curvature; thence 1170.85 feet along the arc of a curve to the left having a radius of 930.00 feet and a central angle of $72^{\circ}08'04''$ (chord = 1095.05 feet, chord bearing = $N16^{\circ}54'55''W$) to a point of tangency; thence $N52^{\circ}58'57''W$, 469.47 feet; thence $N37^{\circ}01'03''E$, 60.00 feet; thence $S52^{\circ}58'57''E$, 469.47 feet to a point of curvature; thence 1246.39 feet along the arc of a curve to the right having a radius of 990.00 feet and a central angle of $72^{\circ}08'04''$ (chord = 1165.69 feet, chord bearing = $S16^{\circ}54'55''E$) to a point of tangency; thence $S19^{\circ}09'07''W$, 368.80 feet to a point of curvature; thence 541.53 feet along the arc of a curve to the left having a radius of 661.33 feet and a central angle of $46^{\circ}55'00''$ (chord = 526.52 feet, chord bearing = $S04^{\circ}18'23''E$) to a point of tangency; thence $S27^{\circ}45'53''E$, 283.00 feet to a point of curvature; thence 135.54 feet along the arc of a curve to the left having a radius of 220.00 feet and a central angle of $35^{\circ}17'53''$ (chord = 133.40 feet, chord bearing = $S45^{\circ}24'49''E$); thence $N26^{\circ}56'14''E$, 18.55 feet to the POINT OF BEGINNING.

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EXHIBIT B

With Respect to Amendments relating to Properties other than the Sale Parcel, List of Matters with respect to which Master Declaration may be Amended without prior written consent of Biarritz Village Association:

All terms defined in the Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo and Golf Club (the "Master Declaration") as recorded in O.R. Book 4450 at Pages 1789 et. seq. of the Public Records of Hillsborough County, Florida, shall have the same meaning in this document unless the context dictates otherwise.

1. Any matter which does not materially and adversely affect the Sale Parcel.
2. Additions to the Common Area other than in the Sale Parcel.
3. The right to create, modify or eliminate easements reserved to the Declarant or created or described in the Master Declaration as to any lands other than the Sale Parcel.
4. The right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.
5. The right to grant easements as to the use of Common Areas or any part thereof.
6. The right to record for parts of the Properties, other than the Sale Parcel, specific deed restrictions applicable thereto either by master instrument or individually recorded instruments.
7. The right to resubdivide, plat or replat any portion of the Properties, other than the Sale Parcel, and the right to subdivide, plat, resubdivide or replat any portion of the property described in Exhibit C of the Master Declaration (the "Exhibit C Property").
8. The right to add additional land within the area described on Exhibit C of the Master Declaration within the jurisdiction and control of the Association and subject to the terms of the Master Declaration.
9. The right to amend or modify the General Plan in whole or in part concerning any of the Properties (other than the Sale Parcel) or the Exhibit C Property.
10. The right to amend the Master Declaration from time to time to make such changes, modifications and additions therein and thereto as may be requested or required by the FNMA, GNMA, or any other governmental agency or body ("Governmental Agency") as a condition to, or in connection with, such Governmental Agency's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots, Patio Homes, Parcels, Clubs or Units.
11. The right to add additional land within the jurisdiction and control of the Association and made subject to all the terms of the Master Declaration.

In the event of a conflict between the provisions of this Exhibit B and any other provisions of the First Amendment to Master Declaration, the terms and conditions of the First Amendment to Master Declaration shall be controlling.

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EXHIBIT C

DESCRIPTION:

A parcel of land in Sections 8 and 9, Township 27 South, Range 18 East, Hillsborough County, Florida; more particularly described as follows: Commence at the southern common corner between said Sections 8 and 9; thence along the common boundary between said Sections 8 and 9, N.00°19'47"E., 1273.34 feet for a Point of Beginning; thence S.74°32'30"W., 111.48 feet to a point of curvature; thence 213.59 feet along the arc of the curve concave to the southeast, having a radius of 552.73 feet, a central angle of 22°08'25", chord bearing and distance S.63°28'17"W., 212.26 feet to a point of reverse curvature; thence 96.79 feet along the arc of a curve concave to the northwest, having a radius of 384.87 feet, a central angle of 14°24'33", chord bearing and distance S.59°36'21"W., 96.53 feet to a point on the curve; thence N.15°27'30"W., 512.25 feet; thence N.43°58'55"E., 615.00 feet; thence N.86°15'09"E., 94.71 feet to point of intersection with the aforesaid common boundary of Sections 8 and 9, thence continue N.86°15'09"E., 665.29 feet; thence N.30°47'24"E., 640.00 feet; thence N.88°07'04"E., 380.00 feet; thence S.40°08'04"E., 380.37 feet; thence S.00°40'58"W., 606.00 feet thence N.53°58'35"W., 291.45 feet; thence S.84°08'06"W., 650.00 feet; thence S.63°30'28"W., 756.00 feet to a point of intersection with the aforesaid common boundary between Sections 8 and 9; thence along said common boundary, S.00°19'47"W., 105.00 feet to the Point of Beginning.

The above described parcel contains 31.73 acres more or less.

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JOINDER AND CONSENT TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OFF. REC. 5453 & 1516

THE UNDERSIGNED, hereby certifies that it is the holder of a Mortgage dated December 22, 1983 recorded in the Official Records Book 4243, Page 391, Public Records of Hillsborough County, Florida, 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 First Amendment to Master Declaration and to the First Supplement described therein.

FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION a corporate instrumentality of the United States government in its capacity as Receiver for Sunrise Savings and Loan Association successor to SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA

Signed, sealed and delivered in the presence of:

Ruth Quiana
Witness

By: William A. Hall, Jr.

Kimberly A. Pitarch
Witness

Its: SPECIAL REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This is to certify that on the 7th day of JULY, 1988, before me an officer duly authorized to take acknowledgments in State of Florida and the County aforesaid personally appeared MILLARD A. HALL, JR., as Special Representative of FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION a corporate instrumentality of the United States government in its capacity as Receiver for Sunrise Savings and Loan Association successor to SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, to me known to be the person described in and who executed the foregoing Joinder and Consent to First Amendment and acknowledge that the execution thereof for the uses and purposes therein expressed on behalf of said corporate instrumentality.

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

Cynthia M. Devent
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB 17, 1991
BONDED THRU GENERAL INS. 640.

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REC. 5453 1517

JOINDER AND CONSENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, hereby certifies that it is the holder of a Mortgage more particularly described in Schedule 1 attached hereto, 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 First Amendment to Master Declaration and to the First Supplement described therein.

Signed, sealed and delivered
in the presence of:

Pamela B. Gafford
Witness

Pamela B. Gafford
Witness

LLOYDS BANK PLC

By: Sybil A. Weldon W155
Its Vice President

By: Joseph F. Catalano C534
Banking Officer

STATE OF FLORIDA

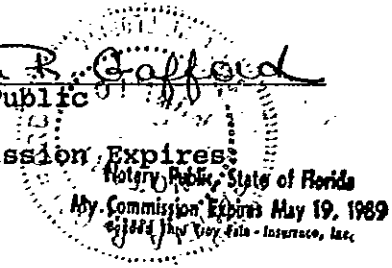
COUNTY OF HILLSBOROUGH

This is to certify that on the 6th day of July, 1988, 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 First Amendment 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.

Pamela B. Gafford
Notary Public

My Commission Expires:



My Commission Expires May 19, 1989
Notary Public, State of Florida
e1184 The City Club - Insurance, Inc.

THIS IS NOT A

SCHEDULE 1

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.

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JOINDER AND CONSENT TO FIRST MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OFF: 5453
REC. 1519

*certain mortgages presently
recorded in the Public Records of

THE UNDERSIGNED, hereby certifies that it is the holder of a mortgage dated 1988 recorded in the official Record Book , Page , Public Records of Hillsborough County, Florida, 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 First Amendment to Master Declaration and to the First Supplement described therein.

Signed, sealed and

delivered in the presence of:

Linda Wendus
Witness
[Signature]
Witness

FEDERAL
CORAL GABLES / SAVINGS AND LOAN
ASSOCIATION,

a corporation

By: Charles A. Rogers
Charles A. Rogers

Its: Vice President
Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This is to certify that on the 7th day of July, 1988, before me an officer duly authorized to take acknowledgements in State of Florida and the County aforesaid personally appeared Charles A. Rogers, as Vice President of CORAL GABLES SAVINGS AND LOAN ASSOCIATION, to me known to be the person described in and who executed the foregoing Joinder and Consent to First Amendment 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 above.

[Signature]
Notary Public

My commission expires: 9-20-88

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REC.

JOINDER AND CONSENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED, hereby certifies that it is the holder of a Mortgage dated _____, 1988 recorded in the official Record Book _____, Page _____, Public Records of Hillsborough County, Florida, 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 First Amendment to Master Declaration and to the First Supplement described therein. No
112

Signed, sealed and
delivered in the presence of:

Stanley M. Stevens
Witness
Raymond Johnson
Witness

CARTERET SAVINGS BANK, FA
a federally chartered savings and loan association

By: Kathleen P. Cannon
Its: VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This is to certify that on the 12th day of July, 1988, before me an officer duly authorized to take acknowledgements in State of Florida and the County aforesaid personally appeared Kathleen P. Cannon as Vice President of CARTERET SAVINGS BANK, FA, to me known to be the person described in and who executed the foregoing Joinder and Consent to First Amendment 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 above.

Patricia S. McCrea
Notary Public

My commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. FEB 11, 1990
SUCCEED THRU GENERAL LRS. 222.

