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This instrument was prepared
and return to:
J. Stephen Gardner, of
Bush Ross Gardner Warren & Rudy, P.A.
220 South Franklin Street
Tampa, Florida 33602

10BT

O.R. BOOK 6091 PAGE 1645

AMENDMENT TO DECLARATION OF CONDOMINIUM OF CHEVAL TENNIS VILLAGE CONDOMINIUM IV, A CONDOMINIUM

PROFUNDO CONSTRUCTION CORP., a Florida corporation (hereinafter together with its successors and assigns called the "Developer"), does hereby amend that certain Declaration of Condominium of Cheval Tennis Village Condominium IV, a Condominium, dated June 14, 1990 and recorded in Official Record Book 6010, Page 927, of the Public Records of Hillsborough County, Florida, as follows:

- I. Section 3.2 is amended in its entirety to read as follows:
 - 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
 - a. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
 - (i) Upper Boundaries. The planes of the unfinished lower surface of the structural ceiling of the second level of the Unit.
 - (ii) Lower Boundaries. The horizontal planes of the unfinished upper surface of the floor of the first level of the Unit.
 - (iii) Exclusion. There are excluded from all Units the structural columns, supports, or other structural elements within a Unit.
 - (iv) Interior Divisions. No part of the nonstructural interior walls shall be considered a boundary of the Unit.
 - b. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be (i) the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries, and (ii) those vertical portions of the steps within the Unit extended to their planar intersections with each other and with the perimetrical boundaries of the Unit.
 - c. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.

1590 SEP 27 PM 4:03

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RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

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O.R. BOOK 6091 PAGE 1646

- d. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit 4 hereto shall control in determining the boundaries of a Unit, except the provisions of paragraph 3.2(c) above shall control unless specifically reflected on such survey.

II. Section 3.3(i) is amended in its entirety to read as follows:

- b. Screened Lanais, Balconies, Entries and Court Yards. The use of the screened lanais, balconies, entries and courtyards appurtenant to the Units are restricted to the Units to which they are adjacent as noted on Exhibit 4 hereto.

III. Section 13.6 is amended in its entirety to read as follows:

13.6 Developer's Liability for Assessments.

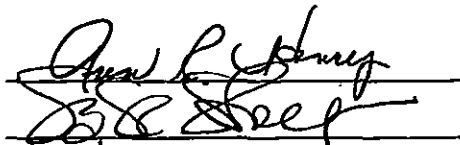
For Twelve Months. The Developer guarantees that the assessment for common expenses for each unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of One Hundred Forty and 92/100 Dollars (\$140.92) per month, being the estimated monthly assessment as specified in the Estimated Operating Budget for the Association attached hereto as Exhibit 8 and made a part hereof, until the first calendar month after twelve (12) months from the date of recording of this Declaration, whereupon such guarantee shall terminate. Developer shall be obligated to pay any amount of common expenses of the Condominium incurred during the guarantee period which is not produced by the assessments at the guaranteed level receivable from unit owners other than Developer. Developer is hereby excused from any obligation to pay the share of common expenses which would have been assessed against the units by Developer during said guarantee period.

IV. Exhibit 4 to the Declaration is hereby deleted and substituted with the final Survey, Plot Plan, Graphic Description and Floor Plan attached hereto as Exhibit 4.

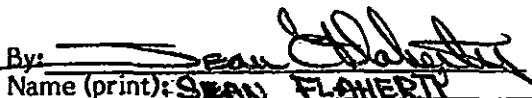
V. Exhibit 8 to the Declaration is hereby deleted and substituted with the Estimated Operating Budget attached hereto as Exhibit 8.

IN WITNESS WHEREOF, the Developer has, pursuant to paragraph 6.2 of the Declaration of Condominium, caused this Amendment to Declaration of Condominium to be duly executed and its corporate seal to be hereunto affixed this 24th day of September, 1990.

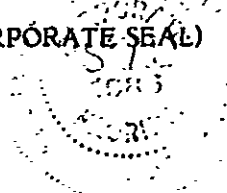
Signed, sealed and delivered
in the presence of:



PROFUNDO CONSTRUCTION CORP.,
a Florida corporation

By: 
Name (print): SEAN FLAHERTY
Title: VICE PRES.

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing Amendment to Declaration of Condominium was acknowledged before me this 24th day of September, 1990 by Sean J. Roberts as Vice President of PROFUNDO CONSTRUCTION CORP., a Florida corporation, on behalf of the corporation.

James R. Henry
Notary Public, State of Florida
at Large

My Commission Expires: February 25, 1991

130/jsg/d-6



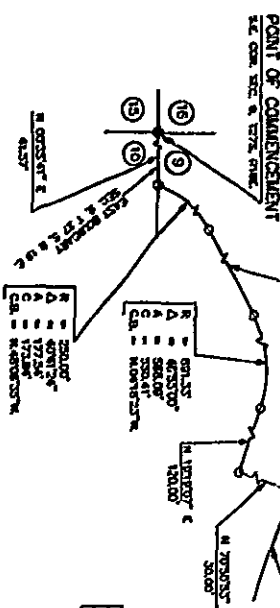
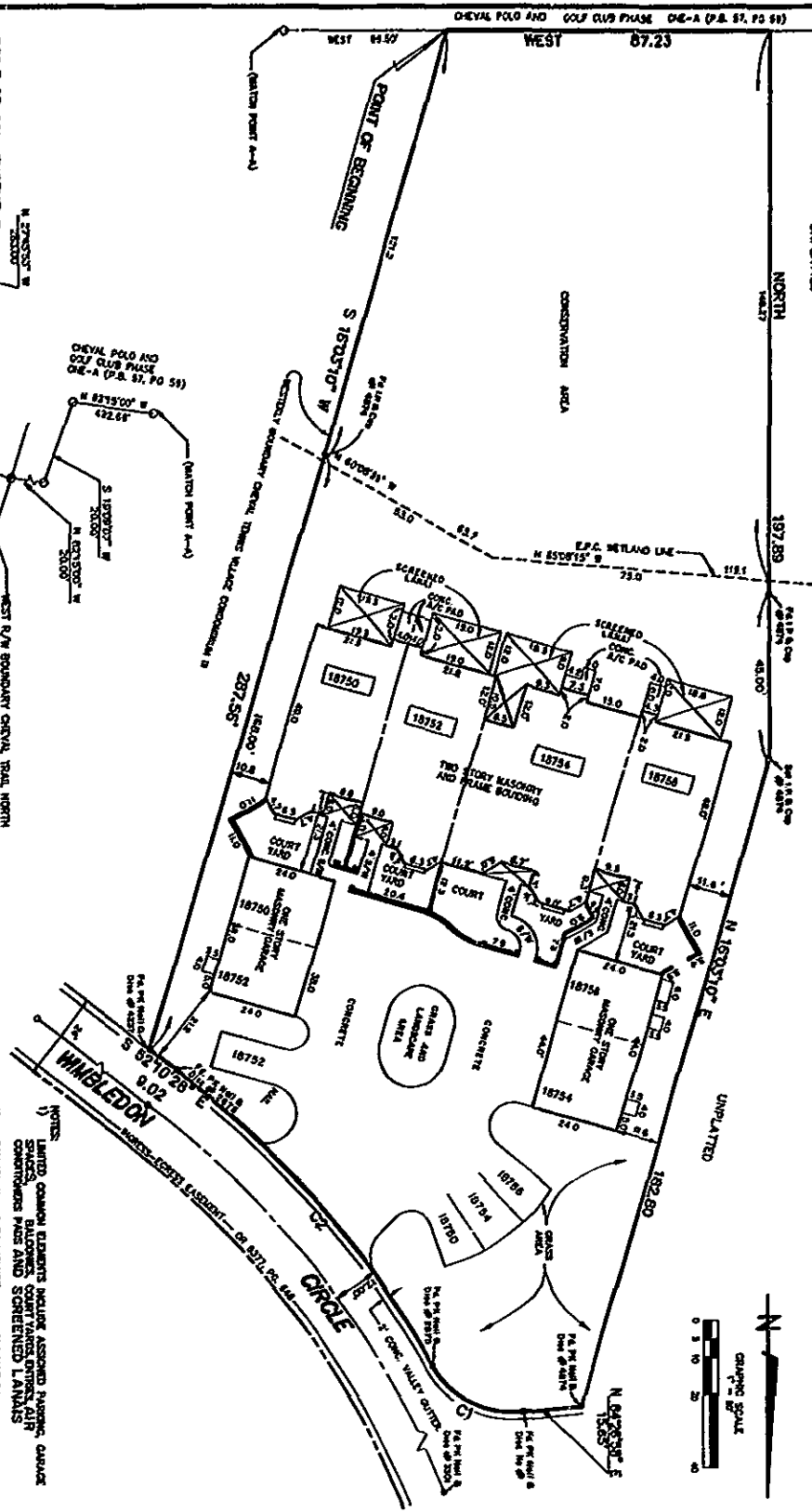
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CHEVAL TENNIS VILLAGE CONDOMINIUM IV

IN SECTION 9, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA.

UNPLATTED

NORTH



GRADE	BEARING	LENGTH	MARK	REMARKS	DATE
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- NOTES:
- 1) LIMITED COMMON ELEMENTS INCLUDE ASSIGNED PARKING SPACES, BALCONIES, COURT YARDS, ENTRANCES, AIR CONDITIONERS PANS AND SCREENED LANAIS.
 - 2) COMMON ELEMENTS INCLUDE ALL AREAS NOT PART OF UNIT OR LIMITED COMMON AREAS.
 - 3) THE 6\"/>

PLOT PLAN AND SURVEY OF CONDOMINIUM
FIELD DATE: 8-16-90

CONRAD M. SANDERS INC. AMENDED
1001 W. WINDLETON BLVD.
TALLahas, FLORIDA 32909
SHEET 2 OF 5

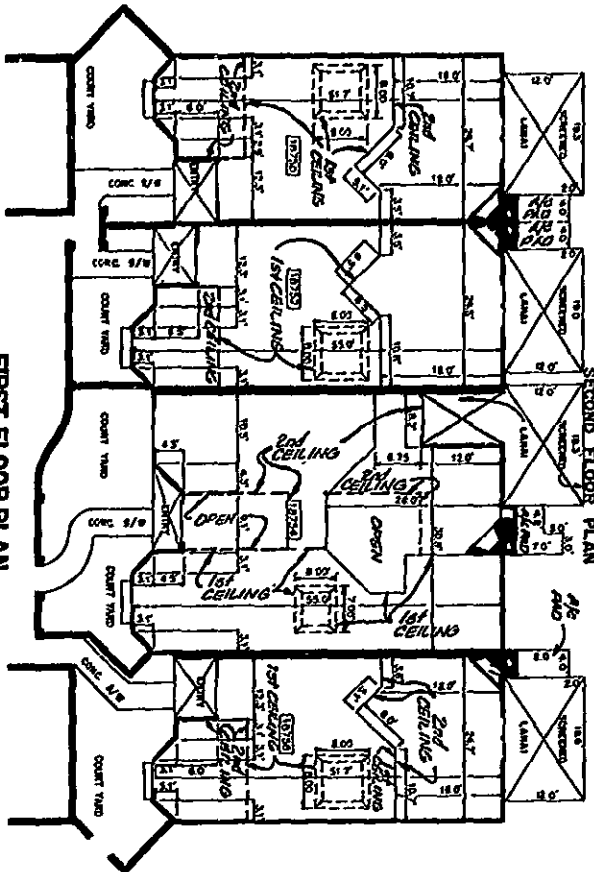
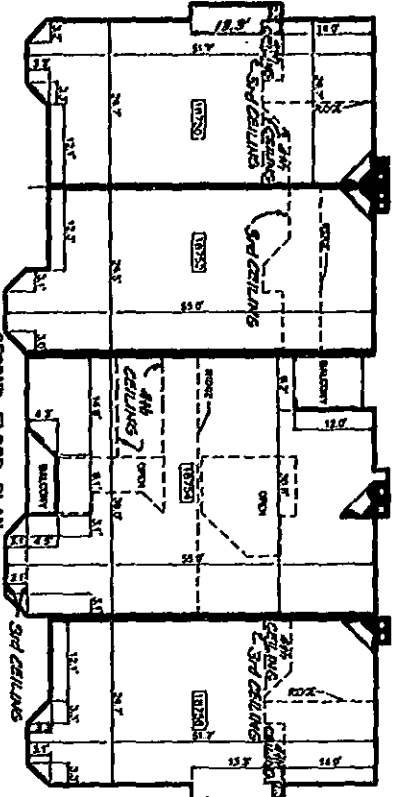
D.R. BOOK 6091 PAGE 1650

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CHEVAL TENNIS VILLAGE CONDOMINIUM IV

IN SECTION 9, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA.

CONDO. BOOK _____ PAGE _____



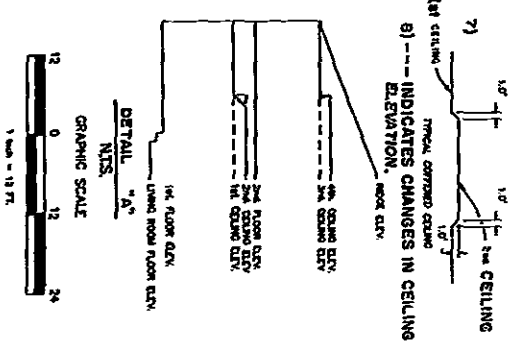
UNIT	UNIT ROOM	1st FLOOR	2nd FLOOR	3rd FLOOR	4th FLOOR	5th FLOOR	6th FLOOR	7th FLOOR	8th FLOOR	9th FLOOR	10th FLOOR
18750	6784	6084	7739	7839	8079	8109	8139	8169	8199	8229	8259
18751	6781	6841	7728	7828	8068	8098	8128	8158	8188	8218	8248
18752	6780	6820	7727	7827	8067	8097	8127	8157	8187	8217	8247
18753	6786	6826	7734	7834	8074	8104	8134	8164	8194	8224	8254

ELEVATIONS
(SEE DETAIL "A")

PLAN IDENTIFYING UNITS

UNIT	ADDRESS	UNIT TYPE
18750	18750 WASHINGTON CIRCLE	UNIT A REVERSE
18751	18751 WASHINGTON CIRCLE	UNIT B
18752	18752 WASHINGTON CIRCLE	UNIT C
18753	18753 WASHINGTON CIRCLE	UNIT D
18754	18754 WASHINGTON CIRCLE	UNIT E
18755	18755 WASHINGTON CIRCLE	UNIT F

- 1) BENCH MARK - COUNTY BM-46-09 DEPARTMENT OF TRANSPORTATION DISK, ELEV. 63.08 N.A.S.D. 1984.
- 2) ALL DIMENSIONS SHOWN REFER TO INTERIOR DIMENSIONS OF EACH UNIT EXCEPT AS INDICATED AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
- 3) [Hatched] INDICATES UNIT.
- 4) LIMITED COMMON ELEMENTS INCLUDE ASSIGNED PARKING, GARAGE SPACES, BALCONIES, COURTYARDS, SCREENED PATIOS, DRIVEWAYS, AND AIR CONDITIONER PLACES.
- 5) COMMON ELEMENTS INCLUDE ALL AREAS NOT PART OF UNITS OR LIMITED COMMON AREAS.
- 6) THE WINDOW AND DOOR LOCATIONS AND TYPES ARE APPROXIMATE.



DESIGNED BY
CONCRETE SURVEYING INC.
AMENDED
SHEET 3 OF 5

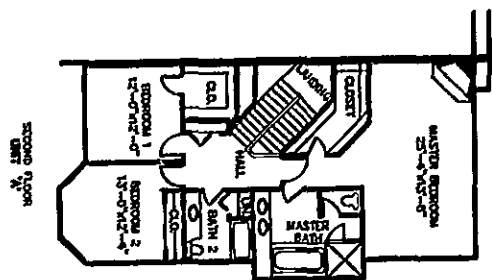
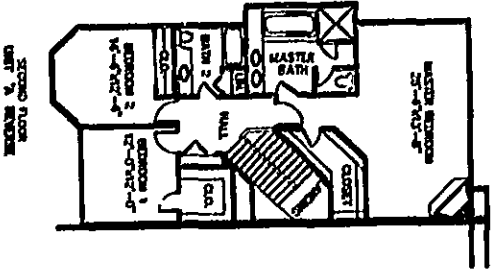
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BOOK 6091 PAGE 1651

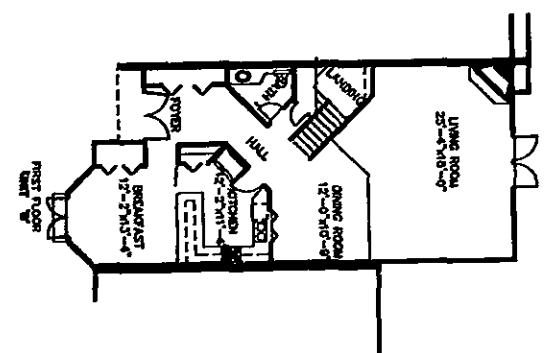
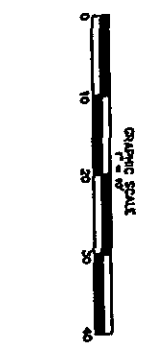
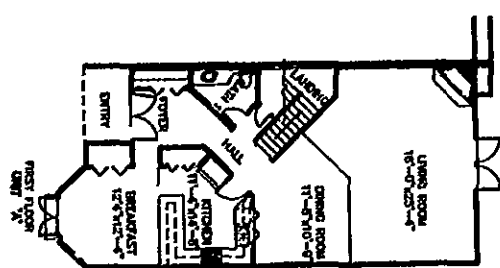
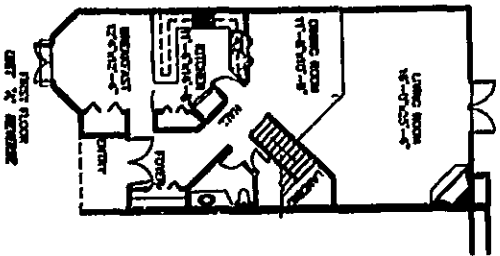
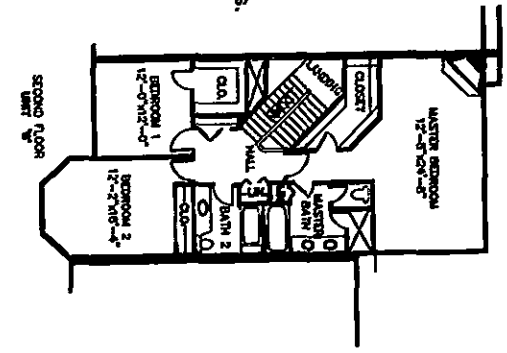
CHEVAL TENNIS VILLAGE CONDOMINIUM IV

IN SECTION 9, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA.

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- NOTES:
 1) INTERIOR ROOM SIZES ARE APPROXIMATE.
 2) THE WINDOW AND DOOR LOCATION AND TYPES ARE APPROXIMATE.
 3) LIMITED COMMON ELEMENTS INCLUDE ASSIGNED PARKING, CORRIDOR, STAIRS, STREPPED LANAIS AND AIR CONDITIONER PADS.
 4) COMMON ELEMENTS INCLUDE ALL AREAS NOT PART OF UNITS OR LIMITED COMMON ROOMS.
 5) SEE PAGE 3 FOR DETAILS AND LOCATION OF FLOOR AND CEILING ELEVATION CHANGES.
- LEGEND:
 CL - CLOSET
 PAN - PANTRY
 BM - BATH
 UN - UNIT



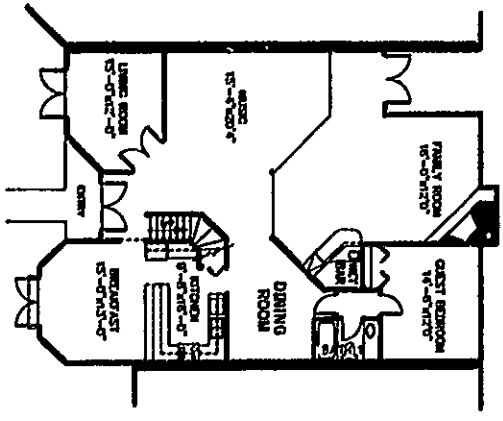
TYPICAL FLOOR PLANS

CONSTRUCTION INC. AMENDED
 DATE: FEBRUARY 2004
 SHEET 4 OF 5

CHEVAL TENNIS VILLAGE CONDOMINIUM IV

IN SECTION 9, TOWNSHIP 27 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA.

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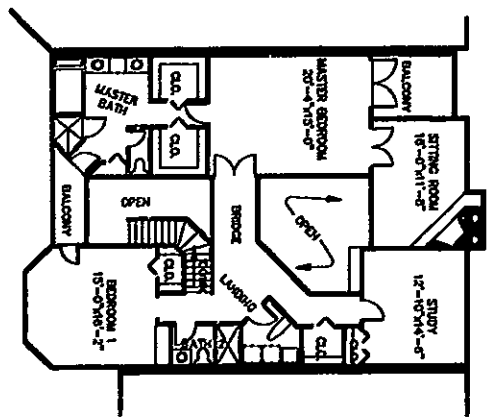


FIRST FLOOR UNIT 'D'

- NOTES:
- 1) INTERIOR ROOM SIZES ARE APPROXIMATE.
 - 2) THE WINDOW AND DOOR LOCATION AND TYPES ARE APPROXIMATE.
 - 3) LATCHED CLOSET DOORS INCLUDE ASSIGNED PATENTED DESIGN SPACES, BALCONIES, COURT YARDS, ENTRANCES, SECOND LANAYS AND AIR CONDITIONER PADS.
 - 4) COMMON ELEMENTS INCLUDE ALL AREAS NOT PART OF UNITS OR LIMITED COMMON AREAS.
- SEE PAGE 3 FOR DETAILS AND LOCATION OF FLOOR AND CEILING ELEVATION CHANGES.

LEGEND

CLD = CLOSET
 PAN = PANTRY
 SM = BALCONY
 LM = LUNDS



SECOND FLOOR UNIT 'D'

TYPICAL FLOOR PLANS

AMENDED SHEET 5 OF 5

(For the one year period commencing upon the recording
of the Declaration of Condominium)

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A. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM

<u>Category</u>	<u>Annual</u>	<u>Monthly</u>
A. Administration of the Association	\$ 28.32	\$ 2.36
B. Management Fees	432.00	36.00
C. Maintenance	115.20	9.60
Subtotal	575.52	47.96
D. Rent for recreational and other commonly used facilities	-0-	-0-
E. Taxes upon association property	-0-	-0-
F. Taxes upon leased areas	-0-	-0-
G. Insurance	228.00	19.00
H. Security provisions	N/A	
I. Other Expenses		
(1) Electricity	250.08	
(2) Water	324.00	
(3) Sewer & Garbage	991.20	
(4) Ground Care	979.96	
Subtotal	2,545.24	212.10
J. Operating capital	62.40	5.20
K. Reserves		
(1) Roof replacement ¹	815.50	
(2) Building painting ²	2,000.00	
(3) Pavement resurfacing ³	533.33	
Subtotal	3,348.83	279.07
L. Fees payable to the division	4.00	.34
TOTAL	6,763.99	563.67

B. EXPENSES FOR A UNIT OWNER

<u>Unit</u>	<u>Association</u>	<u>Annual</u>		<u>Monthly</u>		<u>Total</u>
		<u>Other</u> ⁴	<u>Total</u>	<u>Association</u>	<u>Other</u> ⁴	
18750	1,691.00	259.74	1,950.74	140.92	21.65	162.57
18752	1,691.00	259.74	1,950.74	140.92	21.65	162.57
18754	1,691.00	259.74	1,950.74	140.92	21.65	162.57
18756	1,691.00	259.74	1,950.74	140.92	21.65	162.57

¹With reference to the roof replacement, the estimated life is 30 years, the estimated replacement cost is \$24,465, and the estimated remaining useful life is 30 years. The current balance in the reserve account for the roof replacement as of the date of recording the Declaration is \$0.

²With reference to the building painting, the estimated life is 5 years, the estimated replacement cost is \$10,000, and the estimated remaining useful life is 5 years. The current balance in the reserve account for the roof replacement as of the date of recording the Declaration is \$0.

³With reference to the pavement resurfacing, the estimated life is 30 years, the estimated replacement cost is \$16,000, and the estimated remaining useful life is 30 years. The current balance in the reserve account for the roof replacement as of the date of recording the Declaration is \$0.

⁴Cheval Property Owners Association.

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**C. ESTIMATED EXPENSES OF UNIT OWNERS
(NOT PAYABLE TO THE ASSOCIATION)**

1. Real estate taxes are paid by Unit Owners separately. The assessment is based upon 100% of the fair market value of the Unit. The millage rate differs from year to year.
2. Each Unit Owner shall pay its own unit repair and maintenance costs and telephone and electricity charges, if any, for service to the Unit.

D. NON-ROUTINE MAINTENANCE

Any non-routine maintenance that may be required and not covered by warranties shall be assessed in the proportion shown for the percentage of ownership to each Unit Owner at time work is accomplished, if performed during the period for which this budget has been rendered.

E. DEVELOPER'S LIABILITY FOR ASSESSMENTS

The Developer guarantees that the assessment for common expenses for each unit of the Condominium which is owned by person other than Developer shall not increase over the sum of One Hundred Forty and 92/100 Dollars (\$140.92) per month, being the estimated monthly assessment as specified in the Estimated Operating Budget, until the first calendar month after twelve (12) months from the date of recording of the Declaration of Condominium, whereupon such guarantee shall terminate. Developer shall be obligated to pay any amount of common expenses of the Condominium incurred during the guarantee period which is not produced by the assessments at the guaranteed level receivable from unit owners other than Developer. Developer is hereby excused from any obligation to pay the share of common expenses which would have been assessed against the units by Developer during said guarantee period. The guarantee is found in Section 13.6 of the Declaration of Condominium.

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