

J. Stephen Gardner OF  
BUSH, ROSS, GARDNER, WARREN & RUDY  
220 S. FRANKLIN ST.  
TAMPA, FLORIDA 33602

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

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

THIS SECOND AMENDMENT TO MASTER DECLARATION is made on the date hereinafter set forth by CHEVAL PROPERTY OWNER'S ASSOCIATION, INC., a Florida non-profit corporation.

Background Information

A. 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 and recorded in Official Records Book 4450, beginning at Page 1789, Public Records of Hillsborough County, Florida (the "Initial Declaration"). The Initial Declaration was amended pursuant to that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club dated May 10, 1988 ("First Supplement"), which First Supplement was recorded in Official Records Book 5401, beginning at Page 1840, Public Records of Hillsborough County, Florida, and further amended pursuant to that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club dated July 11, 1988 ("First Amendment"), which First Amendment was recorded in Official Records Book 5453, beginning at Page 1508, Public Records of Hillsborough County, Florida. The Initial Declaration, First Supplement and First Amendment are hereinafter collectively referred to as the "Master Declaration."

B. Cheval Property Owner's Association, Inc. (the "Association") is the Association empowered to act on behalf of all owners of the real property which is subject to the Master declaration, as provided in Article I, Section 1, of the Master Declaration.

C. The Association desires to amend certain of the terms and provisions of the Master Declaration in accordance with Article XI, Section 4, which amendments were approved by at least 75% of the total vote 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. ARTICLE III, Section 5, is amended in its entirety to read as follows:

Section 5. Title to Common Area. The Declarant may retain title to all or parts of the Properties which are to become common areas until but no later than such time as the Declarant has sold and conveyed title to seventy-five percent (75%) of the Dwelling Units within the platted areas of the Master Plan but in no case later than July 1, 1996. At the earlier of either of the two foregoing events, legal title to the common areas shall be conveyed by the Declarant to the Association. The Association must accept the conveyance and the Declarant must convey the property by special warranty deed free and clear of all liens and encumbrances and subject only to: (a) taxes and assessments for the year of conveyance and all subsequent years; (b) restrictions, conditions, limitations, reservations and easements of record, (c) perpetual non-exclusive easements from and to the equestrian center, golf club facilities, tennis club facilities, sales center, and any portion of the Properties owned by the Declarant, its assignees or successors which easement shall be for the use, benefit and enjoyment of the Declarant, builders, members of the Equestrian Center, members of the Golf Club, members of the Tennis Club, their guests, invitees, licensees, successors and assigns. The Declarant may convey the common areas at an earlier time if it so desires.

2. ARTICLE IV, Section 3, is amended in its entirety to read as follows:

Section 3. Members of Architectural and Landscaping Review Committee. The Architectural and Landscaping Review Committee, sometimes referred to in this Declaration as the "ALRC", shall consist of five (5) members, which shall include two members to be designated by the Declarant, two members to be designated by the Owners other than Declarant, and one member to be an architect designated by the Declarant. The initial members of the ALRC shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Lots, Units, Clubs and Patio Homes planned for the development have been constructed and conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ALRC shall be appointed by the Board of Directors and shall hold office until such time as he has

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resigned or has been removed or the successor has been appointed, as provided herein. With the exception of the initial members which are appointed by the Declarant, members of the ALRC may be removed at any time without cause and the Board of Directors shall have the right to appoint and remove all members of the ALRC.

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3. ARTICLE IV, Section 14 is amended in its entirety to read as follows:

Section 14. Time for Construction. Construction on any Lot or Patio Home must begin within eighteen (18) months of the conveyance of such Lot or Patio Home, (or Parcel intended for the construction of Lots or Patio Homes), from the Declarant to a builder or owner as defined herein. Completion of such construction of such single family living unit must be completed within twelve (12) months of the commencement of said construction. In Parcels intended for condominium development, construction must commence within twelve (12) months of conveyance from the Declarant and must be completed within twenty four (24) months of such conveyance. In the event that an owner shall fail to commence or complete construction as above, the Declarant shall have the right to repurchase any Lot, Unit, Parcel or Patio Home at the price for which it was sold to the owner or builder. In the alternative, the Declarant shall have the right, in its sole discretion, to complete the construction and to place a lien on the property for all costs incurred by the Declarant, which lien shall have the same priority as an assessment lien. The Declarant shall, in addition to the foregoing, have all other rights afforded in law or equity, including the right of specific performance.

4. ARTICLE V, Section 12 is amended in its entirety to read as follows:

Section 12. Use of Lakes and Ponds. The Master Plan provides for the construction of over thirty (30) lakes and ponds. Property owners, guests and invitees may use any lake or pond on the properties so long as access to the lake or pond may be gained over parcels not privately owned. Fishing in the lakes and ponds is prohibited prior to 6:00 p.m. This use may be extended to guests and invitees. No owner may alter the shoreline or the depth of water from any lake, pond or waterway, nor may any water be drawn from nor may liquid or solid material be added to any such body of water, except with written approval from the Architectural and Landscaping Review Committee. Natural and storm drainage is exempted from this restriction.

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

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed this 1st day of JUNE, 1990.

Witnesses:

Ann L. Henry  
Sail Ferrara

CHEVAL PROPERTY OWNER'S ASSOCIATION

By: Seán Flaherty  
Name: SEAN FLAHERTY  
Title: President

Attest: Joseph F. Rich  
Name: Joseph F. Rich  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

D.R.  
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The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June,  
1990, by SEAN FLAHERTY as President and Joseph J. Rich as Secretary of  
CHEVAL PROPERTY OWNER'S ASSOCIATION, INC., a Florida non-profit corporation,  
on behalf of the corporation.

*James R. Henry*

NOTARY PUBLIC, State of Florida  
at Large

My commission expires:

*February 25, 1991*

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