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

THIS THIRD AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHEVAL POLO & GOLF CLUB (the "Amendment") is made this 27<sup>th</sup> day of February, 1993, by Cheval Property Owners' Association, Inc., a Florida non-profit corporation.

**RECITALS**

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 recorded in Official Records Book 4450, beginning on Page 1789, of the Public Records of Hillsborough County, Florida, as supplemented by that certain First Supplement to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club dated May 10, 1988, and recorded in Official Records Book 5401, beginning on Page 1840 (First Supplement), as further supplemented by that Second Supplement to the Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club recorded in Official Records Book 5634, beginning on Page 1151 (the "Second Supplement"), as amended pursuant to that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club recorded in Official Records Book 5453, beginning on Page 1508, (the "First Amendment") and as further amended by the Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo and Golf Club recorded in O.R. Book 6014, beginning on Page 1260 (the "Second Amendment"), all of the Public Records of Hillsborough County, Florida. The Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo and Golf Club, the First Supplement, the Second Supplement, the First Amendment and Second Amendment are hereinafter collectively referred to as the "Master Declaration".

B. Cheval Property Owners' 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 Declaration in accordance with Article XI, Section 4, which amendments were approved by at least seventy-five

**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

Fred S. Ridley, Esquire  
Annis, Mitchell, Cockey, ✓  
Edwards & Roehn, P.A.  
Post Office Box 3433  
Tampa, Florida 33601

RICHARD AKE  
COURT  
CLERK

(75%) of the total votes cast in person or by proxy at a special member's meeting of the Association duly called and held.

AMENDMENTS

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

1. Article VIII, Section 1 is hereby amended in its entirety to read as follows:

Section 1. Creation of the Lien and Personal Obligation for Assessments. Subject to the provisions of Article IX, Section 7 hereof, the Declarant, for each Lot, Unit, Parcel and Patio Home within the Properties, hereby covenants, and each Owner of any Lot, Unit, Parcel or Patio Home by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges against a particular Lot, Unit, Parcel or Patio Home as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

2. Article IX, Section 7 is hereby amended in its entirety to read as follows:

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Subject to the last sentence of this Section 7, any Lots, Units, Parcels or Patio Homes on the Exhibit C land added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots, Units, Parcels and Patio Homes within the Properties. The foregoing notwithstanding, at the election of the Declarant, upon conveyance of any Lots, Units, Parcels or Patio Homes located on the portion of the Exhibit C land which portion is more particularly described on Exhibit D hereto (the "Exhibit D Land") which Lots, Units, Parcels

or Patio Homes, or any of them, have heretofore been or are hereinafter added to the Properties, such Lots, Units, Parcels or Patio Homes located on the Exhibit D Land shall not become subject to annual, special or other assessments until such time as the transferee of such Exhibit D Land, or any portion thereof, taking title from the Declarant thereafter conveys such Exhibit D Land, or any portion thereof, to any other Owner.

3. Article VI, Section 3(i) is hereby amended by deleting the date July 1, 1994 and substituting the date January 1, 1997 therefor.

4. Article I, Section 6, is hereby amended in its entirety to read as follows:

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties which is used or intended for the construction of a living unit which, (i) consists of 20,000 square feet or more, (ii) lies within the recorded plats of (a) Avenue Avignon, as recorded in Plat Book 72, Page 8, Public Records of Hillsborough County, Florida, (b) Beau Rivage, as recorded in Plat Book 71, Page 16, Public Records of Hillsborough County, Florida or (c) Cheval Lake Club Villas, as recorded in Plat Book 70, Page 6, Public Records of Hillsborough County, Florida, or (iii) is designated by Declarant as a Lot pursuant to Article X(n) of this Declaration. Specific exceptions within the Master Plan of Cheval include, but are not limited to the common areas, the equestrian center, golf club facilities, tennis club facilities and the sales center parcel.

5. Article I, Section 8, is hereby amended in its entirety to read as follows:

Section 8. "Patio Home" shall mean and refer to any plot of land, shown upon any recorded subdivision plat of the Properties, which is used or intended for the construction of a living unit, including those living units described as Patio Homes, Villa's or Townhouses which, (i) consists of less than 20,000 square feet, (ii) lies within the recorded plats of (a) Chateaux Loire, as recorded in Plat Book 71, Page 12, Public Records of Hillsborough County, Florida, (b) Cannes Village, as recorded in Plat Book 69, Page 38, Public Records of Hillsborough County, Florida or (c) Biaritz, as recorded in Plat Book 66, Page 34 of the Public Records of Hillsborough County, or (iii) is designated by Declarant as a Patio Home pursuant to Article X(n) of this Declaration.

6. Article X(n) is hereby added to the Master Declaration and is hereby stated in its entirety to read as follows:

(n). The right to designate at any time, prior to recording of a subdivision plat with respect to any plot of land, regardless of the square footage size of the plot of land, as either a Patio Home or Lot for the purpose of assessments and voting rights under the Master Declaration, by designating on the plat or in the deed conveying the land, the characterization of the land as a Patio Home or Lot, which designation shall bind all subsequent owners of the land and shall run with, the land and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of each owner thereof.

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

In witness whereof, the undersigned has caused this Third Amendment to be executed the day and year first above written (the "Effective Date").

Witnesses:

Cheval Property Owners' Association, Inc., a Florida non-profit corporation

Donna E. Holmes  
Print Name: Donna E. Holmes

[Signature]  
Print Name: CARLES V. MAYARD

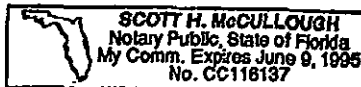
STATE OF FLORIDA  
COUNTY OF Hillborough

By: [Signature]  
Name: James Stackpoole  
Title: President  
Address: 3939 Cheval Boulevard  
Lutz, Florida 33549

The foregoing instrument was acknowledged before me this 24th day of February 1993, by James Stackpoole, as President of Cheval Property Owners' Association, Inc., a Florida non-profit corporation. He/she is personally known to me or has produced drivers license as identification and ~~did~~ did not take an oath.

Scott H. McCullough  
NOTARY PUBLIC  
Name: Scott H. McCullough  
My Commission Expires:

3947-001-123335.03



COMPOSITE "EXHIBIT D"

<u>Parcel</u>	<u>Description</u>
1	17 fully developed lots comprising a section of the Community known as "Avenue Avignon," per Plat Book 72, Page 8 of the Public Records of Hillsborough County (the "Avignon Parcel");
2	12 fully developed lots located in a section of the Community known as "Capri," per Plat Book 69, Page 53 of the Public Records of Hillsborough County (the "Capri Parcel"), comprising Lots 1, 4, 6, 7, and 25 of Block 6, Lot 5 of Block 8, and Lots 6, 10, 11, 16, 18, and 19 of Block 7;

3947-007-127579

# THIS IS NOT A

CHEVAL BAYONNE LAKE CLUB

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REC:

DESCRIPTION: A parcel of land lying in Section 9, Township 27 South, Range 18 East, Hillsborough County, Florida, said parcel being more particularly described as follows:

From the Northwest corner of said Section 9, run thence along the West boundary of said Section 9, S.00°20'22"W., 1007.21 feet to a point on a curve on the centerline of Lutz Lake Fern Road (State Road No. S-582); thence Easterly, 55.01 feet along the arc of a curve to the left having a radius of 1909.91 feet and a central angle of 01°39'01" (chord bearing S.88°53'15"E., 55.01 feet); thence S.00°20'22"W., 471.84 feet to a point of curvature; thence Southeasterly, 507.68 feet along the arc of a curve to the left having a radius of 500.00 feet and a central angle of 58°10'31" (chord bearing S.28°44'53"E., 486.15 feet) to a point of tangency; thence S.57°50'09"E., 309.79 feet to a point on a curve on the centerline of Cheval Boulevard; thence Northeasterly, 293.02 feet along the arc of a curve to the right having a radius of 300.00 feet and a central angle of 55°57'48" (chord bearing N.60°08'45"E., 281.51 feet); thence N.01°52'21"W., 30.00 feet to a point on the Northerly right-of-way line of the aforesaid Cheval Boulevard; thence along said Northerly right-of-way line, N.88°07'39"E., 62.10 feet to the Southwest corner of BEAU RIVAGE, according to the plat thereof as recorded in Plat Book 71, Page 16, Public Records of Hillsborough County, Florida; thence continue along the aforesaid Northerly right-of-way line, also being the Southerly boundary of said BEAU RIVAGE, the following three (3) courses: 1) N.88°07'39"E., 971.76 feet to the Northwest corner of PARCEL "A" (Cheval Boulevard), CANNES VILLAGE, according to the plat thereof as recorded in Plat Book 69, Page 38, Public Records of Hillsborough County, Florida; 2) along the Northerly boundary of said PARCEL "A", N.88°07'39"E., 80.00 feet to a point of curvature; 3) Easterly, 209.57 feet along the arc of a curve to the right having a radius of 1380.00 feet and a central angle of 08°42'04" (chord bearing S.87°31'19"E., 209.37 feet) to the Southeast corner of the aforesaid BEAU RIVAGE, said point also being the POINT OF BEGINNING; thence along the Easterly boundary of said BEAU RIVAGE, N.06°49'43"E., 1003.49 feet; thence N.73°06'26"E., 199.96 feet; thence N.68°48'00"E., 509.86 feet; thence S.75°08'00"E., 342.91 feet; thence S.15°42'56"E., 49.96 feet; thence S.20°09'00"W., 408.80 feet; thence S.48°03'00"E., 354.86 feet; thence S.00°30'35"E., 579.52 feet; thence S.37°01'38"W., 270.00 feet to the Easterlymost corner of CHEVAL LAKE CLUB VILLAS, according to the plat thereof as recorded in Plat Book 70, Page 6, Public Records of Hillsborough County, Florida; thence along the Northerly and Westerly boundaries of said CHEVAL LAKE CLUB VILLAS, the following six (6) courses: 1) N.43°45'57"W., 455.00 feet; 2) N.77°02'09"W., 255.00 feet; 3) N.25°47'33"W., 238.06 feet to a point on a curve; 4) Southwesterly, 299.67 feet along the arc of a curve to the left having a radius of 266.20 feet and a central angle of 64°29'59" (chord bearing S.30°27'30"W., 284.10 feet) to a point of reverse curvature; 5) Southwesterly, 79.41 feet along the arc of a curve to the right having a radius of 239.47 feet and a central angle of 19°00'00" (chord bearing S.07°42'30"W., 79.05 feet) to a point of reverse curvature; 6) Southeasterly, 38.38 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°57'38" (chord bearing S.26°46'19"E., 34.72 feet) to a point of cusp on the aforesaid Northerly boundary of PARCEL "A" (Cheval Boulevard), CANNES VILLAGE; thence along said Northerly boundary, Northwesterly, 299.12 feet along the arc of a curve to the left having a radius of 1380.00 feet and a central angle of 12°25'09" (chord bearing N.76°57'43"W., 298.54) to the POINT OF BEGINNING.

Containing 29.148 acres, more or less.

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