



THIS IS NOT A

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, and (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. 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 and Fifth Amendment, is herein referred to as the "Master Declaration."

B. Declarant is the successor in interest to Cheval Land Corp. pursuant to an Assignment of Declarant's Rights recorded in Official Records Book 5453, Page 1459, of the Public Records.

C. The Association is the entity empowered to maintain and administer the **Common Area** (as that term is defined in the Master Declaration) and to act on behalf of all **Owners** (as that term is defined in the Master Declaration) of property subject to the Master Declaration.

D. The Declarant and the Association through its duly authorized officers desire to amend certain of the terms and provisions of the Master Declaration in accordance with Article XI, Section 4, which amendments were approved by not less than 75% of the total vote of Owners cast in person or by proxy at the meeting of the Association held on December 17, 1997.

#### OPERATIVE PROVISIONS

ACCORDINGLY, the Declarant and the Association hereby declare that the Master Declaration is amended as follows:

1. Article V of the Master Declaration is amended by adding the following:

Section 25. Traffic Regulations. In order to implement the overall purposes of the Declaration, and in the best interests of the Owners, guests and invitees, including any person utilizing the Club Facilities, the following traffic restrictions shall govern all traffic on the Cheval subdivision streets and the Common Area within the Properties:

(a) Traffic in any of the Cheval private streets and roadways shall be subject to the provisions of the laws of the state of Florida concerning operation of motor vehicles on public streets. The state traffic laws shall also operate as restrictive covenants and shall be enforceable by the powers of the Association. The registered owner of any vehicle used in Cheval shall make any other operator of the vehicle aware of these restrictions.

THIS IS NOT A

(b) The legal speed limit in Cheval is 25 mph or as otherwise posted. Changes in the speed limits may be designated by the Board of Directors of the Association and shall thereafter be immediately posted.

(c) Only drivers licensed to operate a motor vehicle by the State of Florida or by another state in the United States may operate any type of motor vehicle or golf cart on the Cheval streets and roadways.

(d) The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and for security, including the levy and collection of fines for violations of these restrictions.

(e) Automobiles and trucks with noisy exhaust systems shall not be operated in Cheval.

(f) There shall be no racing whatsoever on the Cheval streets or roadways.

(g) All vehicles of every kind of nature which are operated on the Cheval streets and roadways shall be operated in a careful and quiet manner, and with consideration for all Owners, guests, and invitees, and in a manner to be expected from a reasonable, prudent person.

(h) Violations of any of the traffic restrictions shall be administered by the Association as follows:

(1) The first two violations during any twelve month period will result in a notice of warning. The third and any subsequent violation during a twelve month period will result in the assessment of a \$50.00 fine, and the publishing of the person's name in a periodic bulletin or newsletter.

(2) The "twelve month period" is defined as the 365 days, including and preceding, the day of the most recent violation.

(3) Each Owner, the Owner's tenants, guests, and invitees, and any person utilizing the Club Facilities using the streets or Common Areas of Cheval must comply with these restrictions and is subject to the penalties established in these restrictions, including fines. Each Owner shall make the Owner's tenants, guests, and invitees using the streets or Common Areas of Cheval aware of these restrictions. The owners of the Club Facilities shall make the members and patrons of the Facilities using the streets or Common Area of Cheval aware of these restrictions.

(4) The registered owner of a vehicle operated on the streets or Common Area of Cheval shall be responsible for any traffic violation regardless of who may be operating the vehicle at the time of the violation. The registered owner of the vehicle shall receive the notice of warning of the violation. If the violation results in a fine, the registered owner of the vehicle shall be given notice of the owner's obligation for the fine, afforded the opportunity for a hearing, and the registered owner of the vehicle shall be assessed the fine if imposed in accordance with these

THIS IS NOT A

restrictions.

**(5)** The Association shall implement and comply with the hearing provisions of Section 617.305(2) of the Florida Statutes. A fine shall not be imposed without first providing notice of at least 14 days to the person sought to be fined and giving the person and opportunity for a hearing. The hearing will be before a committee of at least three members appointed by the Board of Directors of the Association, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed.

2. Article VII of the Master Declaration is amended by adding the following:

Section 8. Fines. The Association has the right to levy and collect fines for the violation of any of the provisions of this Declaration, or any rule or regulation of the Association. Any imposed fine shall be secured by a lien, treated, and collected in the same manner as assessments as provided in Article VIII.

3. Article VIII, Section 15 is amended to read as follows:

Section 15. Special Assessments for Maintenance, Repair or Replacement Obligations of Owners. In the event an Owner fails to maintain, replace or repair any portion of his property in accordance with this Declaration, or fails to repair or replace any portion of the Common Area altered, damaged or removed by the Owner, or otherwise fails to abide by any provision of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, Unit, Parcel or Patio Home, which assessment shall be secured by the lien set forth in Article VIII Section 11 above. This provision shall not be interpreted to obligate the Association to perform such work.

Except as specifically provided herein, this Sixth Amendment shall not impair nor affect any of the terms and provisions of the Master Declaration and same remains in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to be executed

this 19 day of December 1997.

# THIS IS NOT A DECLARANT CERTIFIED COPY

Sign: Margaret Barocci  
Print: MARGARET BAROCCI

By: [Signature]

Sign: Wanda Creson  
Print: Wanda CRESON

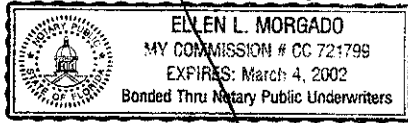
## ASSOCIATION

Sign: Margaret Barocci  
Print: MARGARET BAROCCI

By: Salvatore J. Zichi  
Name (print): SALVATORE J. ZICHI  
Title (print): PRESIDENT

Sign: Wanda Creson  
Print: Wanda CRESON

Ellen L. Morgado



12/18/98

# THIS IS NOT A CERTIFIED COPY

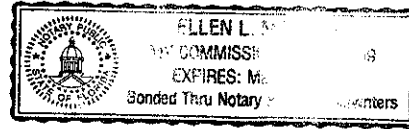
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of December 1997 by JAMES M. STACKPOOLE, as President of PROFUNDO, INC., a Florida corporation, on behalf of the corporation. Such officer is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Ellen L. Morgado  
NOTARY PUBLIC, State of Florida

Print Name: Ellen L. Morgado

My Commission Expires: 3/4/02



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of December 1997 by SALVATORE J. ZICHI as President of the CHEVAL PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. Such officer is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



Ellen L. Morgado  
NOTARY PUBLIC, State of Florida

Print Name: Ellen L. Morgado

My Commission Expires: 3/4/02