

INSTR # 2002257224
O.R. BK 11817, PG 0647
Recorded 07/31/2002 11:41 AM
Hillsborough County, Florida

Prepared by and return to:
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_____ [space above line for recording information] _____

FIRST AMENDMENT TO
MODIFIED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR CHEVAL WEST

THIS FIRST AMENDMENT TO MODIFIED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("**First Amendment**") is made effective as of the 20th day of August, 2001, by LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation (hereinafter referred to as the "**Declarant**") and the CHEVAL WEST COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "**Association**"):

Background Information

A. On or about March 14, 1991 CHEVAL ASSOCIATES PARTNERSHIP ("**CAP**") executed and placed of record that certain Declaration of Covenants, Conditions and Restrictions for Cheval West Community Association (the "**Original Declaration**"), dated March 7, 1991 and recorded in Official Records Book 6217, beginning at Page 1938, of the Public Records of Hillsborough County, Florida.

B. On or about March 14, 1991 CAP placed of record that certain Declaration of Covenants, Conditions, Restrictions and Easements for Cheval Communities Umbrella Association, Inc. (the "**Umbrella Declaration**") dated March 7, 1991 and recorded in Official Records Book 6217, beginning at Page 1890, Public Records of Hillsborough County, Florida. On or about December 4, 1995 CAP terminated the Umbrella Declaration by execution of that certain Declaration of Termination of Declaration of Covenants, Conditions, Restrictions and Easements for Cheval Communities Umbrella Association, Inc. recorded in Official Records Book 7974, beginning at Page 1826, Public Records of Hillsborough County, Florida.

C. Simultaneously with termination of the Umbrella Declaration, CAP amended the terms and provisions of the Original Declaration by execution of that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cheval West Community Association

dated December 4, 1995, recorded in Official Records Book 7974, beginning at page 1828, Public Records of Hillsborough County, Florida (the “**1995 Amendment**”). The Original Declaration as amended by the 1995 Amendment is hereinafter sometimes referred to as the “**Original Cheval West Declaration.**”

D. On or about February 29, 2000, in accordance with Article XIII, Section 2 of the Cheval West Declaration, Lumbermen’s Investment Corporation (the "**Declarant**"), as successor in interest to CAP by virtue of that certain Assignment of Class “B” Member Votes and Other Declarant Rights dated effective as of December 5, 1995 and recorded in Official Records Book 9196, beginning at Page 403, Public Records of Hillsborough County, Florida, modified and amended the Original Cheval West Declaration in its entirety by execution and delivery of that certain Modified and Restated Declaration of Covenants, Conditions and Restrictions for Cheval West Community Association dated effective February 29, 2000, and recorded April 24, 2000 in Official Records Book 10150, beginning at Page 443, Public Records of Hillsborough County, Florida (the "**Restated Cheval West Declaration**").

E. The Association is the entity empowered to act on behalf of all owners of property subject to the Restated Cheval West Declaration as provided therein. The Declarant was the Class "B" Member and was in control of the Association on August 20, 2001 and at all times relevant hereto.

F. At a regular meeting of the Board of Directors of the Association held on August 20, 2001, the Declarant, in accordance with Article XIII, Section 2 of the Restated Cheval West Declaration, by and through it's authorized representative and Attorney-in-Fact, Rick Neff, approved a further amendment to the Restated Cheval West Declaration as specifically set forth herein; which amendment was also unanimously approved by the Board of Directors of the Association.

G. The Association and the Declarant are executing and recording this First Amendment to Modified and Restated Declaration of Covenants, Conditions and Restrictions for Cheval West Community Association to give record notice of the amendment.

Operative Provisions

NOW, THEREFORE, Declarant hereby declares that the Restated Cheval West Declaration is amended as follows:

1. Article XVI of the Restated Cheval West Declaration is hereby deleted in its entirety and the following Article XVI is substituted in its place:

ARTICLE XVI

COLLECTION OF FINES

Section 1. Owners' Obligations. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay any fines levied in accordance with the terms of the Restrictions (as defined in this Declaration), as amended from time to time, and the Cheval West Design and Development Standards and Requirements for All Villages as recorded in Official Records Book 10150, beginning at page 522, Public Records of Hillsborough County, Florida, as amended from time to time.

Section 2. Liens for Fines. Any and all fines levied against an Owner, together with interest (at the highest rate allowed by Florida law), costs, and reasonable attorneys' fees, shall be a charge on, and shall be a continuing lien upon the Estate Lot, Lot, Condominium Unit, Parcel or Club Facility of the Owner against whom the fine is levied until paid. All such fines, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the Person who was the Owner at the time the fine was levied, and if such property is conveyed prior to payment in full of all sums described herein, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to an Estate Lot, Lot, Condominium Unit, Parcel or Club Facility pursuant to remedies provided in the Mortgage shall be liable for unpaid fines and other sums described herein which accrued prior to such acquisition of title. Upon recording of a notice of lien with respect to unpaid fines and other sums described herein, there shall exist a perfected lien equal in dignity and priority to liens for assessments as set forth in Article X of this Declaration, and may be enforced in the same manner as such liens for assessments.

2. Except as specifically provided herein, all other terms and provisions of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed, sealed and delivered effective as of the date stated above.

"DECLARANT"

Sign:/s/ JoAnn E. Pilawski
Print: _____

LUMBERMEN'S INVESTMENT
CORPORATION

Sign:/s/ Ed Andrews
Print: _____

By:/s/ Rick Neff
Rick Neff, Attorney-in-Fact

"ASSOCIATION"

Sign:/s/ Vernon F. Taylor
Print: _____

CHEVAL WEST COMMUNITY
ASSOCIATION, INC.

Sign:/s/ J. Stephen Gardner
Print: _____

By:/s/ David P. Rankin
Name(print): _____
Title(print): President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of July, 2002, by RICK NEFF as Attorney-in-Fact of LUMBERMEN'S INVESTMENT CORPORATION, a Delaware corporation, on behalf of the corporation. Such officer : is personally known to me or **9** produced _____ as identification.

Sign:/s/ JoAnn E. Pilawski
Print: _____
NOTARY PUBLIC
My commission expires: 8/28/2002

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of July, 2002, by David P. Rankin as President of the CHEVAL WEST COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the association. Such officer : is personally known to me or **9** produced _____ as identification.

Sign:/s/ J. Stephen Gardner
Print: _____
NOTARY PUBLIC
My commission expires: 9/19/2004