

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Carlos R. Arias, Esq.
ARIAS BOSINGER, PLLC
140 N. Westmonte Dr., Suite 100A
Altamonte Springs, FL 32714

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CERTIFICATE OF AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of HEATHROW MASTER ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW, recorded in Official Records Book 4651, Page 598, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declarations"), hereby certify that the AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 17th day of November, 2015 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article 10, Section 10.7 of the Declaration, as amended, by the affirmative vote of the Members holding at least two-thirds (2/3) of the voting rights of the Association. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 17th day of November, 2015.

Signed, sealed and delivered
in the presence of:

HEATHROW MASTER
ASSOCIATION, INC.

Deanna B. Sims
(Sign - Witness 1)
Deanna B. Sims
(Print - Witness 1)

Bernadette Dickson
(Sign - Witness 2)
Bernadette Dickson
(Print - Witness 2)

Deanna Sims
(Sign - Witness 1)
Deanna Sims
(Print - Witness 1)

Bernadette Dickson
(Sign - Witness 2)
Bernadette Dickson
(Print - Witness 2)

By: [Signature]
(Sign) John W McKee
(Print)

President, Heathrow Master Association, Inc.

Attest: [Signature]
(Sign) JOHN S. LYLE
(Print)

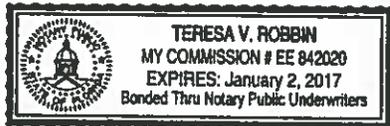
Secretary, Heathrow Master Association, Inc.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 17TH day of NOVEMBER,
2015, by JOHN B. MCKEE, as President, and JOHN S. LYLE,
as Secretary, of HEATHROW MASTER ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
as identification.

NOTARY PUBLIC
[Signature] (Sign)
TERESA V. ROBBIN (Print)

State of Florida, At Large
My Commission Expires: 1/2/17



AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW

The following amendment is made to Article 7, Section 7.7, subsection 7.7.6 of the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW, recorded in Official Records Book 4651, Page 598, *et. seq.*, of the Public Records of Seminole County, Florida (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE 7

ASSESSMENTS

...

7.7 Monetary Defaults and Collection of Assessments.

7.7.6 Subordination of the Lien to Mortgages. The lien of the Association for Assessments or other monies shall be superior to all other liens save and except subordinate and inferior to the lien of any a purchase money first mortgage in favor of an institutional lender that secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years and which mortgage is recorded prior to the recording of a Claim of Lien by the Association. The lien of the Association for Assessments or other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The Association can recover from a new owner all delinquent amounts due in connection with the parcel or lot notwithstanding how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure. This right of recovery will exist regardless of whether a lien has been recorded. This right of recovery will exist regardless of whether the delinquent amounts became due during the time the new owner of the parcel or lot held title or became due at a time that pre-dated that owner's acquisition of title. This right of recovery will exist regardless of whether the Association was the parcel owner prior to the new owner taking title. In addition, this right of recovery will include late fees, administrative fees, interest, attorney's fees and costs, including pre-litigation fees and costs incurred by the Association in the collection of delinquent amounts for the parcel or lot.

Notwithstanding the foregoing, with respect to a purchase money first mortgage in favor of an institutional lender secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years, or its successor or assignees, who acquire title to a parcel or lot by foreclosure or by deed in lieu of foreclosure, such lender's liability respecting the unpaid Assessments or other monies that became due prior to the lender's acquisition of title shall be limited to the lesser of: (i) the parcel or lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the deed in lieu of foreclosure or certificate of sale and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The forgoing liability shall be governed by Fla. Stat. Ch. 720, as amended from time to time. The limitations on lender liability

provided in this Section apply only if the lender filed suit against the Owner and initially joined Association as a defendant in the lender's foreclosure action when such action was first filed with a court, gave written notice to the Association that the mortgage held by such lender is in default prior to commencement of the foreclosure lawsuit, and any other requirement established by Fla. Stat. Ch. 720, as amended from time to time. Notwithstanding anything herein to the contrary, any parcel owner acquiring title by foreclosure shall be liable for all assessments accruing after the certificate of sale. The sale or transfer of any property which is subject to such a first mortgage of an institutional lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest, expenses or other monies owed to the Association which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the holder of any first mortgage in favor of an institutional lender, nor any purchaser at a foreclosure sale arising from such first mortgage, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer. The lender or its successor or assignees acquiring title to a parcel or lot shall pay all of the foregoing amounts owed within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the parcel or lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for lenders included in this Section, a lender must give written notice to Association if the mortgage held by such lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. If the Association's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner is uncollectable extinguished as aforesaid, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

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7.7.1 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien and becomes the owner of record title to a parcel or lot, the Association's lien shall survive that foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, administrative fees, interest, attorney fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the new owner that takes title to the parcel or lot after the Association, and the Association shall have no liability for same. The new owner that takes title to the parcel or lot after Association's acquisition of title shall also be liable for Assessments, late fees, interest, accruing while title is vested in Association, and the Association shall have no liability for same.