

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Adam Carls, Esq.
ARIAS BOSINGER, PLLC
140 N. Westmonte Dr., Suite 203
Altamonte Springs, FL 32714

the space above this line is reserved for recording purposes.

**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 14th day of November, 2017 (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 15 day of November, 2017.

Signed, sealed and delivered
in the presence of:

HEATHROW MASTER
ASSOCIATION, INC.

Teresa V. Robbin
(Sign - Witness 1)
TERESA V. ROBBIN
(Print - Witness 1)

By: [Signature]
(Sign) John B. McKee
(Print)

President, Heathrow Master Association, Inc.

Jacob W. Chamness
(Sign - Witness 2)
Jacob W. Chamness
(Print - Witness 2)

Teresa V. Robbin
(Sign - Witness 1)
TERESA V. ROBBIN
(Print - Witness 1)

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

Secretary, Heathrow Master Association, Inc.

Jacob W. Chamness
(Sign - Witness 2)
Jacob W. Chamness
(Print - Witness 2)

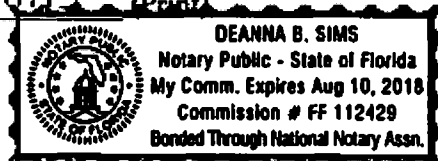
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 15th day of November,
2017, 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
personally known as identification.

NOTARY PUBLIC

Deanna B. Sims (Sign)
Deanna B. Sims (Print)

State of Florida, At Large
My Commission Expires:



AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW

The following amendment is made to Article 7, Section 7.13, and Article 10, Section 10.15 of the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW, recorded in Official Records Book 4651, Page 598, *et. seq.*, as amended and supplemented, of the Public Records of Seminole County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

ARTICLE 7 ASSESSMENTS

[. .]

7.13 Transfer Assessment. Regardless of any other provision within the Association's Governing Documents, an Owner may sell, give, devise or otherwise transfer any Unit within the Committed Property, or any interest therein, to the Owner's spouse, divorcee, child, parent, brother, sister, grandchild, descendant or heir, or to any one or more of them, or to any Trustee of a Trust, the sole beneficiary of which is the Owner or Owner's spouse, divorcee, child, parent, brother, sister, grandchild, descendant or heir, or to any one or more of them, without said Unit incurring a Transfer Assessment. This paragraph is intended to assist Owners with family and estate planning activities.

Upon any other sale or transfer of any Unit within the Committed Property, there is hereby established against said Unit a single assessment of ~~One Thousand Dollars (\$1,000.00)~~ equal to the amount of twelve (12) months of assessments, which is due and payable to the Association upon the date of recording of the deed or other instrument of conveyance to said Unit (hereinafter referred to as the "Transfer Assessment"). This Transfer Assessment may be enforced against the Unit and/or Unit Owner in the manner specified for other assessments with these Covenants, including but not limited to, Association having the right to impose a lien upon the respective Unit for non-payment of this Transfer Assessment and the recovery of costs and reasonable attorney fees incurred in collecting this Transfer Assessment or preparing or foreclosing this lien. As such, this Transfer Assessment may be enforced against the Owner taking title to the Unit on the date such Transfer Assessment is due and payable, or any Owner taking title to the Unit at any time thereafter. This Transfer Assessment is in addition to any other assessment specified in these Covenants. Except as otherwise provided herein, ~~Two Hundred Fifty Dollars (\$250.00)~~ twenty-five percent (25%) of each Transfer Assessment which has actually been collected by the Association shall be paid from the Association to the Neighborhood Association wherein the Unit subject to such Transfer Assessment is located (hereinafter referred to as the "Neighborhood Transfer Fee").

The Association shall not be obligated to pay the Neighborhood Transfer Fee, or any portion thereof, associated with a particular Transfer Assessment unless the entire amount of such Transfer Assessment is collected in full from the Unit Owner subject to such Transfer Assessment.

The Association shall not be obligated to pay the Neighborhood Transfer Fee, or any portion thereof, associated with a particular Transfer Assessment unless all amounts expended by the Association in connection with collecting such Transfer Assessment (including, but not limited to, attorney's fees, interest and costs) have been reimbursed in full to the Association by the Unit Owner subject to such Transfer Assessment. The Association shall not be obligated to pursue the collection of a Transfer Assessment from any Unit Owner.

A Neighborhood Transfer Fee shall become due and owing to the Neighborhood Association entitled to receive it sixty (60) days from the date that the Transfer Assessment associated with such Neighborhood Transfer Fee is collected in full from the Unit Owner required to pay same and all amounts expended by the Association in connection with collecting the associated Transfer Assessment have been paid in full to the Association. The Neighborhood Transfer Fee shall in no way constitute or become a lien enforceable against the Association or the Common Improvements.

ARTICLE 10 MISCELLANEOUS PROVISIONS

[...]

10.15 ~~Due-Process Fines and Suspensions.~~ In addition to all other remedies, ~~and to the maximum extent lawful in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his permittees to comply with any covenant, restriction, rule or regulation the Association may levy reasonable fines against or suspend the use rights of an Owner. in those cases in which the Owner commits violations of the provisions of the Governing Documents, or where such violations are committed by his family members, tenants, guests or invitees. The Association may also fine or suspend any Member's family members, tenant, guest, or invitee for their failure to comply with any provision of the Governing Documents. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed \$100 per violation, per day, or \$5,000.00 in the aggregate for continuing violations. Fines may be secured by a lien against a Unit as permitted by the Homeowners Association Act, and may be collected in the same manner as an Assessment, subject to the provisions for the collection of Assessments as set forth herein. Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon tenants, guests, invitees, or other occupants of a Unit. A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors. The procedure for imposing such fines and/or suspension shall be as provided for in the Homeowners Association Act, and as further provided for in the rules, regulations, policies and procedures adopted by the Board of Directors of the Association from time to time, provided the following procedures are adhered to:~~

~~10.15.1 Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Due Process Committee (as defined below) at which time the Owner shall present reasons why a fine(s) should not be imposed. Fourteen (14) days' notice, or less if permitted by State Statutes, or such meeting shall be given.~~

~~10.15.2 Due Process Committee. The Board of Directors shall appoint a committee (hereinafter referred to as the "Due Process Committee") to perform the functions given it under this section. The Due Process Committee shall consist of at least three (3) members who are not officers, Directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, Director or employee. The Due Process Committee may impose fines only upon a majority vote thereof.~~

~~10.15.3 Hearing. The alleged non-compliance shall be presented to the Due Process Committee at a meeting at which it shall hear reasons why a fine(s) should not be imposed. A written decision of the Due Process Committee shall be submitted to the Owner by twenty-one (21) days after the meeting, or later if permitted by State Statutes.~~

~~10.15.4 Amounts. The Due Process Committee, if its findings are made against the Owner, may impose Special Assessments in the form of fines against the Unit owned by the Owner as follows:~~

~~(1) — In the case of each violation, a fine of one hundred dollars (\$100.00) per day, or greater if permitted by State Statutes, up to a maximum of one thousand dollars (\$1,000.00) per occurrence or greater if permitted by State Statutes; provided, however, that~~

~~(2) — To the extent permitted by law, the Board of Directors may adopt a rule whereby any violations of a continuing nature described in that rule will constitute a separate violation (i.e., be subject to a separate fine) for each day or week (as determined in the rule) it continues after notice to the violating party.~~

~~10.15.5 Payment of Fines. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.~~

~~10.15.6 Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.~~

~~10.15.7 Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.~~

~~10.15.8 Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.~~

~~[. . .]~~