

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Carlos R. Arias, 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 13th day of November, 2018 (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 27th day of November, 2018.

Signed, sealed and delivered
in the presence of:

HEATHROW MASTER
ASSOCIATION, INC.

Jacob W Chamness
(Sign - Witness 1)
Jacob W Chamness
(Print - Witness 1)

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

Mary C Persampiere
(Sign - Witness 2)
Mary C Persampiere
(Print - Witness 2)

President, Heathrow Master Association, Inc.

Jacob W Chamness
(Sign - Witness 1)
Jacob W Chamness
(Print - Witness 1)

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

Mary C Persampiere
(Sign - Witness 2)
Mary C Persampiere
(Print - Witness 2)

Secretary, Heathrow Master Association, Inc.

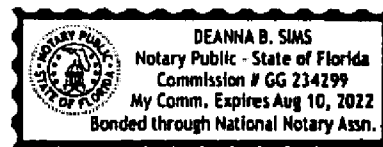
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 27th day of November,
2018, 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
N/A 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 Article 11 is being added to the MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW, recorded in Official Records Book 4651, Page 0598, *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 11

LEASING OF UNITS

11.1 Terms and Definitions.

11.1.1 The terms "leasing," "licensing," and "renting" shall be used interchangeably for the purpose of this Master Declaration.

11.1.2 The terms "lease" and "license" shall be used interchangeably for the purpose of this Master Declaration.

11.1.3 The terms "Tenant," "Lessee," and "Licensee" shall likewise be used interchangeably in this Master Declaration.

11.1.4 The lease or license of a Unit is defined as occupancy of the Unit by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points, or any other exchange of value).

11.2 All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association.

11.3 No Subletting. Only entire Units may be rented, leased, or licensed. There shall be no subdivision or subletting of a Unit. "Rent Sharing" or the renting of rooms is prohibited.

11.4 Lease Term. Regardless of any provisions to the contrary contained in Neighborhood Association governing documents, leases shall be for a term of not less than twelve (12) months. Regardless of why a lease is terminated, in no event shall any Unit be leased more than two (2) times in any twelve (12) month period.

11.5 Required Lease Provisions. Leases shall provide or be deemed to provide that the Tenants have read and agreed to be bound by this Master Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as each may be amended from time to time (collectively, the "Governing Documents"). Leases shall further provide or be deemed to provide that the Tenants

have read and agreed to be bound by all Neighborhood Association governing documents. The lease shall further provide or be deemed to provide that any violation of the Master Governing Documents or Neighborhood Association governing documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by Florida law.

11.6. Compliance and Enforcement. If a Tenant, occupant, guest or invitee fails to abide with all covenant, restrictions, and rules, the Owner(s) shall be responsible for the conduct of the Tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit occupants, guests and invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.

If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Owner to undertake whatever action it deems appropriate, in its sole discretion, to abate the Tenant's noncompliance with the Governing Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner.

The Owner and Tenant shall be jointly and severally liable to the Association for any and all costs, attorney fees and/or expenses incurred by the Association to make repairs, clean-up, maintenance and/or replacement or to pay any claim for injury and/or damage to any portion of the Committed Property resulting from, related to, arising from and/or associated with the willful actions, the omissions and/or the negligence of the Tenant.

The Association shall have the right to recover, and the Owner and Tenant shall be jointly and severally liable for any and all costs or fees, including attorneys' fees, incurred in connection with enforcement of this Article 11, which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, and secured by a Claim of Lien that may be foreclosed by the Association. Any lease shall provide or be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

11.7 Deposit Required. Neighborhood Associations shall require that a prospective Lessee or Owner place a security deposit in the amount of \$1,000.00 into an escrow account maintained by the respective Neighborhood Association to protect against damage to the Common Elements, Committed Property, or to reimburse Association for any and all fees and costs incurred in enforcement of Article 3.10.17.

11.7.1 If the respective Neighborhood Covenants require a security deposit which exceeds \$1,000, the Lessee or Owner shall be required to place a security deposit in the amount provided therein.

11.7.2 Payment of interest, claims against the deposit, refunds, and disputes under this Article 11 shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes, as amended and/or renumbered from time to time.

11.7.3 Should an Owner lease more than one (1) Unit at any given time, regardless of what Neighborhood the Units are located in, that Owner or prospective lessee of each Unit is required to tender a \$1,000 security deposit to the respective Neighborhood Association, as provided for herein, for each Unit leased regardless of whether said Owner continues to reside within Heathrow.

11.8 Time-sharing and Short Rentals Prohibited. No time-sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a Unit shall be permitted on the Committed Property, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and licenses (which are for less than a twelve (12) month period) are strictly prohibited. Owners and Tenants are prohibited from listing or advertising a Unit, whether directly or through a third-party, as being available for short-term rental, license, or other occupancy.

Without limitation, this provision is intended to prohibit Unit use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or Tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Unit is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Master Declaration and shall further establish a rebuttable presumption that the Owner and/or Tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or Tenant by a preponderance of evidence.

11.9 Use Rights. When a Unit is leased, a Tenant shall have all use rights in those Common Elements otherwise readily available for use generally by Owners. Nothing in this Article 11 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83 of the Florida Statutes, as it may be amended and/or renumbered from time to time. The Association shall have the right to adopt additional rules to prohibit dual usage by an Owner and a Tenant of the Common Elements otherwise readily available for use generally by Owners.

11.10 Owner Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he/she may have leased or rented his/her interest in the Unit as provided herein.