

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 17<sup>th</sup> day of MARCH, 2020 (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 18<sup>th</sup> day of MARCH, 2020.

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 Attest:  
(Sign - Witness 1)  
Jacob W. Chamness  
(Print - Witness 1)

[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

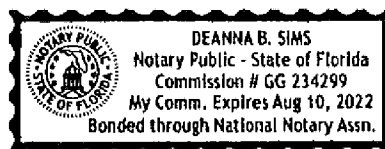
The foregoing instrument was acknowledged before me, by means of  physical presence  
or  online notarization, this 18 day of March, 2020, by  
John B. McKee, as the President, and by John S. Lyle as the  
Secretary, of JHEATHROW MASTER ASSOCIATION, INC., a Florida not for profit  
corporation, on behalf of the corporation, who are  personally known to me or who have  
 produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

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 being made to Article 3, Section 3.10, subsection 3.10.18 of 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 ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[. . .]

**ARTICLE 3  
LAND USE CLASSIFICATIONS AND RESTRICTIONS**

[. . .]

3.10 Additional provisions for the Preservation of the Values and Amenities of Heathrow. In order to preserve the values and amenities of Heathrow, the following shall be applicable to the Committed Property.

[. . .]

3.10.18 Vehicles and Recreational Equipment. ~~No truck (other than those of a type, if any, expressly permitted by the governing documents of the Neighborhood Association governing the portion of the Committed Property where said truck is to be permitted to be parked or stored) or commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or vans, or the like shall be permitted to be parked or to be stored at any place on the Committed Property unless they are parked within a garage, or unless the Developer or Association has specifically designated certain spaces for some or all of the above. This prohibition on parking~~ The following provisions shall not apply to temporary parking of commercial trucks and commercial vehicles used for pick-up and delivery and services provided to the home other commercial vehicles, nor to vans for personal use which are in acceptable condition in the sole opinion of the Association (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. No on-street parking shall be permitted unless for special events approved by the Association or Developer.

3.10.18.1 Automobiles. Automobiles without business or commercial logos or advertising shall be permitted to be parked in driveways and garages. Automobiles with business or commercial logos or advertising shall be parked only in enclosed garages or within certain areas specifically designated for such purpose by the Association.

3.10.18.2 Passenger Vans. Passenger vans without any business or commercial logos shall be permitted to be parked in driveways and garages. Passenger vans displaying business or commercial logos or advertising must be parked only in enclosed garages or within certain areas specifically designated for such purpose by the Association. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van.

3.10.18.3 Non-passenger Vans. Non-passenger vans or any vans used for commercial purposes shall only be parked in enclosed garages or within certain areas specifically designated for such purpose by the Association.

3.10.18.4 Commercial Trucks. A commercial truck is any truck displaying logos, advertising and/or carrying commercial equipment such as ladders, or other commercial type equipment. Commercial trucks shall only be parked within an enclosed garage or within certain areas specifically designated for such purpose by the Association.

3.10.18.5 Non-commercial Trucks. A non-commercial truck is any Truck which does not fit the definition of commercial truck. Non-commercial trucks shall be permitted to be parked in driveways and garages, subject to the following provisions:

(1) Non-commercial trucks shall not be larger than Class Three (3), as defined by gross vehicle weight rating (GVWR) classifications. Class 3 are trucks which have a GVWR of 10,001-14,000.

(2) Non-commercial trucks shall not contain more than two (2) axles.

(3) Non-commercial trucks shall not contain more than four (4) tires. Non-commercial trucks with double rear wheels are prohibited.

(4) Non-commercial trucks shall not have a lift greater than six inches (6"). All lifts shall be professionally installed.

(5) Non-commercial trucks shall not contain any fixed apparatus in the open bed of the truck which has a fixed height that exceeds the height of the truck bed's sidewall. Such apparatuses shall include, but not limited to roll bars (unless factory installed), bins, vehicle exhaust pipes, and racks. Non-commercial trucks shall be permitted to contain one (1) utility storage box, provided: (i) it is of a type and style manufactured for such use in a non-commercial pick-up truck; (ii) it is permanently installed; (iii) it is located directly behind the truck cab; (iv) it does not exceed a fixed height or more than one inch (1") above the height of the sidewall of the truck bed; (v) it does not exceed the width of the truck bed; and (vi) it does not exceed a length equal to one-quarter of the truck bed length. No light kits or other accessories, other than those factory installed, shall be permitted on any roll bar.

(6) No open non-commercial truck bed shall be used for storage of materials of any kind.

(7) Non-commercial trucks shall not have a tire width which exceeds the wheel well width. Such wheel well width shall include any factory or professionally installed matching trim or matching fender flare.

(8) Truck bed lids (fiberglass, metal or canvas covers which are flush with the top of the truck bed) shall be permitted without restriction.

(9) Bed caps/shells shall be permitted but must be of a color which matches the vehicle color so that the vehicle and bed cap/shell are the exact same color. Camper shells shall not be permitted. A "camper shell" shall be defined as any cap, shell, or similar accessory in which the height of such cap, shell or similar accessory: (i) exceeds the height of the vehicle's factory-installed cab; (ii) exceeds the width of the vehicle's factory-installed bed; or (iii) exceeds the length of the factory-installed bed with the tailgate up.

(10) No portion of a non-commercial truck, including but not limited to trailer hitches, lowered tailgates, or any accessory hitched to the vehicle for temporary staging (i.e., a boat or camper), shall block any portion of the neighborhood sidewalks.

3.10.18.6 Mobile Homes, Motor Homes, Boats, Trailers. Mobile homes, motor homes, house trailers or campers, boats, boat trailers or other recreational vehicle or equipment, horse trailers, or the like shall not be parked on Committed Property at any other time except during the incidental loading and unloading of the vehicle unless parked in a garage or within certain areas specifically designated for such purpose by the Association.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the Owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

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