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AND RETURN TO:
Joy E. Carney, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

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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 Record Book 04651, Page 0598, *et. seq.*, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the amendment(s) to the Declaration which are attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Amendment(s)"), were duly adopted at a meeting of the Members on the 7th day of November, 2007 (hereinafter "Meeting").

The Amendment(s) were approved at the Meeting in accordance with the requirements of the Declaration by the affirmative vote of the Members holding at least two-thirds (2/3) of the voting rights. Proper notice was given for the Meeting pursuant to the Declaration, the Bylaws of the Association and the Florida Statutes. The notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Amendment(s) were also approved by the express written joinder and consent of the Developer, attached hereto as Exhibit "B" and incorporated herein by reference.

With the exception of the Amendment(s), all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 15th day of November, 2007.

Signed, sealed and delivered
in the presence of:

HEATHROW MASTER ASSOCIATION, INC.

Deanna B. Sims
(Sign - Witness 1)

BY: F. Michael Gallagher
(Sign)

Deanna B. Sims
(Print - Witness 1)

F. MICHAEL GALLAGHER, President
(Print)

Mark Mayer
(Sign - Witness 2)

MARK MAYER
(Print - Witness 2)

Deanna B. Sims
(Sign - Witness 1)

ATTEST: John S. Lyle
(Sign)

Deanna B. Sims
(Print - Witness 1)

JOHN S. LYLE, Secretary
(Print)

Mark Mayer
(Sign - Witness 2)

MARK MAYER
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing was acknowledged before me this 15 day of NOVEMBER, 2007 by F. MICHAEL GALLAGHER as President, and JOHN S. LYLE, as Secretary, of HEATHROW MASTER ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me [X] or have produced _____ as identification.

NOTARY PUBLIC

Teresa V. Robbin
(sign)

TERESA V. ROBBIN
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:

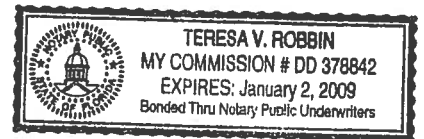


EXHIBIT "A"

AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR HEATHROW

The following amendment is made to Articles 1, 2, 6 and 7 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 ~~strikethrough~~ and provisions which are not reprinted herein and remain unaltered are indicated by ellipses):

ARTICLE 1

DEFINITIONS

...

1.4 "Committed Property" shall mean that portion of Heathrow which is subjected to these Covenants upon recordation of this document or a Supplement to this document as more particularly described in Article 2 hereof ~~for which a legal description is included in Exhibit "A" hereto.~~

...

1.11 "Neighborhood Association" shall mean an association created in accordance with Articles 2 or 6 of these Covenants. A Neighborhood Association may be a Florida corporation not-for-profit, a condominium association, or other entity formed by the Developer or Association to govern a limited area of the Committed Property.

...

1.12 "Neighborhood Common Improvements" shall mean any and all real and personal property (or interest therein) within the Committed Property which may be specifically designated as such by the Developer or the Association for the common use and enjoyment of the members of a particular Neighborhood Association.

...

1.15 "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Seminole County, Florida shall add a portion of the Uncommitted Property or other real property to the provisions of these Covenants, whereby the Uncommitted Property or such other real property becomes Committed Property in accordance with Article 2 hereof.

...

1.17 "Unit" shall mean an area of the Committed Property that has been designated by the Developer or the Association for residential use and occupancy by a single family or household as

further described in Article 7 hereof. Any disputes as to what constitutes a Unit shall be resolved by the Board whose decision shall be final. Whenever used herein, the terms "Proposed Unit" and "Planned Unit" shall have the same meaning as "Unit".

ARTICLE 2

PLAN FOR DEVELOPMENT OF HEATHROW

...

2.1 Additions to Committed Property. The Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, in its sole discretion, may at any time commit all or any portion of the Uncommitted Property to the provisions of these Covenants. Each commitment of Uncommitted Property to these Covenants, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, shall be made by recitation to that effect in a supplement which need be executed only by the Developer and thereafter with the consent of the Association, but does not require the execution or consent of the Neighborhood Associations or the Owners at any time. The supplement shall describe the portion of the Uncommitted Property which is being committed to these Covenants and shall be Committed Property as though originally designated herein as Committed Property. ~~After the Developer no longer has any right to submit additions to the Committed Property, the~~ Association may, in its sole discretion, acquire additional properties which may be added to the Committed Property. The Association shall execute a supplement to the Covenants for such additions, which supplement does not require the execution or consent of the Neighborhood Associations or the Owners. Such real property added by the Supplement may be, but is not required to be, part of the Uncommitted Property. Such real property added by the Supplement may be added to an existing Neighborhood or designated as a new Neighborhood in the Supplement and, if added as a new Neighborhood, such new Neighborhood shall be granted all the rights, duties and privileges accorded to existing Neighborhoods under the terms hereof. A Neighborhood Association may be created to govern the real property added by the Supplement or such real property may be added to the jurisdiction of an existing Neighborhood Association. A new Neighborhood Association which is created to govern the real property added by the Supplement shall be granted all the rights, duties and privileges accorded to Neighborhood Associations under the terms hereof.

The Supplement adding real property as Committed Property to the terms and conditions of these Covenants must:

1. describe the real property which is being added;
2. designate to which existing Neighborhood such real property shall be added or designate that such real property shall constitute a new Neighborhood and, if it does, state the name of such new Neighborhood;

Additions are indicated by underlining, deletions are indicated by ~~strike through~~ and provisions which are not reprinted herein and remain unaltered are indicated by ellipses.

3. set forth what Neighborhood Association (whether existing or newly created) this real property will be governed by, if any; and
4. set forth the maximum number of Units that may be developed upon the real property, if any.

A Unit shall be established in the manner provided in Article 7, Section 7.3 hereof. The total number of voting interests in the Association will be increased by the number of Units which are developed upon the real property added by the Supplement. Such votes shall be allocated to Neighborhoods established by the Supplement and to Neighborhood Associations to which such Neighborhood belongs in the same manner as all other existing Neighborhoods and Neighborhood Associations.

Once all Units which are going to exist upon the real property added by the Supplement are established, an amendment to Schedule "A" of the Bylaws of the Association shall be recorded which shall reflect, if any, the changes in the total voting interests of the Association and the addition of the Neighborhood, if applicable, as well as the increase in the votes allocated to a particular Neighborhood Association and/or the addition of a new Neighborhood Association and the votes allocated to such new Neighborhood Association, if any. Such amendment to Schedule "A" of the Bylaws may be approved by a majority of the Board and shall not require the joinder and consent of the Developer.

...

ARTICLE 6

ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

...

6.2 Creation of Neighborhood Associations. The Developer also created Neighborhood Associations in such form and manner as was necessary to carry out the intent of the Developer for the growth of Heathrow. Additional Neighborhood Associations may be created for the purposes and in the manner described in Article 2 hereof. The additional Neighborhood Associations, if any, created pursuant to Article 2 hereof shall be granted all the rights, duties and privileges held by Neighborhood Associations which were initially created by the Developer. The Neighborhood Associations may, but are not required to have jurisdiction over multiple Neighborhoods and shall: (a) abide by these Covenants; (b) enforce their Neighborhood Covenants or other deed and use restrictions; (c) maintain their Neighborhood Common Improvements; (d) administer the affairs of the property governed by the Neighborhood Association; and (e) perform such other duties as are prescribed in their Neighborhood Association Covenants, by their Articles of Incorporation and Bylaws or which may be assigned to it from time to time by the Association or the Developer.

...

Additions are indicated by underlining, deletions are indicated by ~~striking through~~ and provisions which are not reprinted herein and remain unaltered are indicated by ellipses.

ARTICLE 7

ASSESSMENTS

...

7.2 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the expenses to be incurred by the Association during the fiscal year (referred to herein as "Common Expenses"). In determining the budget for any fiscal year, the Board may take into account Common Improvements, Units, and Proposed Units that may be created from the change of status of Uncommitted Property into Committed Property or from other additions of real property to the Committed Property during the fiscal year...

Additions are indicated by underlining, deletions are indicated by ~~striketrough~~ and provisions which are not reprinted herein and remain unaltered are indicated by ellipses.

Exhibit "B"
Joinder and Consent

Heathrow Land Company Limited Partnership, a Florida Limited Partnership, as the Developer under the terms 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, as amended and supplemented (hereinafter "Declaration"), hereby executes this Joinder and Consent approving the amendment(s) to the Declaration set forth in Exhibit "A".

IN WITNESS HEREOF, HEATHROW LAND COMPANY LIMITED PARTNERSHIP has caused these presents to be executed in its name on the 27th day of September, 2007.

Signed, sealed and delivered
in the presence of:

HEATHROW LAND COMPANY LIMITED
PARTNERSHIP, a Florida limited partnership

Maria Catineau
(sign-witness 1)

MARIA CATINEAU
(print)

[Signature]
(sign - witness 2)

DAVID C. MCKEE
(print)

BY: 4/46A Corp., a Florida corporation, its sole
general partner

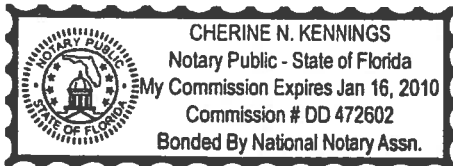
[Signature]
(sign)

Paul Roecker
(print)

Executive Vice-President
(title)

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 27th day of September, 2007, by Paul Roecker, as EXEC V.P. of 4/46A Corp., a Florida corporation, general partner of Heathrow Land Company Limited Partnership, a Florida limited partnership, on behalf of the corporation and partnership, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC
[Signature]
(sign)

Chérine N. Kennings
(print)

State of Florida at Large (Seal)
My Commission Expires: