

THIS DOCUMENT PREPARED BY
AND RETURN TO:

B Joy E. Carney, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06805 Pgs 1927 - 1932; (6pgs)
CLERK'S # 2007126692
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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 Vice-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 29th day of May, 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 30th day of May, 2007.

Signed, sealed and delivered
in the presence of:

Deanna B. Sims
(Sign - Witness 1)

Deanna B. Sims
(Print - Witness 1)

Major Dan Young
(Sign - Witness 2)

Major Dan Young
(Print - Witness 2)

Deanna B. Sims
(Sign - Witness 1)

Deanna B. Sims
(Print - Witness 1)

Major Dan Young
(Sign - Witness 2)

Major Dan Young
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Seminole

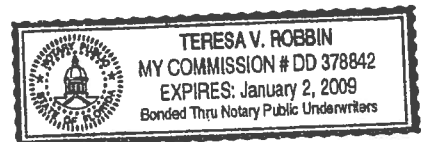
The foregoing was acknowledged before me this 30 day of MAY, 2007 by
DONALD J. GAULT as Vice-President, and JOHN S. LYLE
as Secretary, of HEATHROW MASTER ASSOCIATION, INC., a Florida not for profit corporation, on
behalf of the corporation. They are personally known to me [] or have produced
as identification.

NOTARY PUBLIC

Teresa V. Robbin
(sign)

TERESA V. ROBBIN
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires: 1/2/09



HEATHROW MASTER ASSOCIATION, INC.

BY: Donald J. Gault
(Sign)

Donald J. Gault, Vice-President
(Print)

ATTEST: John S. Lyle
(Sign)

JOHN S. LYLE, Secretary
(Print)

EXHIBIT "A"

AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR HEATHROW

The following amendment is made to Article 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, as amended and supplemented (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~ and omitted but unaltered provisions are indicated by ellipses):

ARTICLE 7

ASSESSMENTS

...

7.13 Transfer Assessment. Upon any 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) ~~\$500.00~~ which is due and payable to the Association upon the date of recording of the deed 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 within 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. 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) 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.

...

Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~ and omitted but unaltered provisions are indicated by ellipses.

EXHIBIT "A"

AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW

The following amendment is made to Article 8 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 (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~ and omitted but unaltered provisions are indicated by ellipses):

ARTICLE 8

TAXES AND INSURANCE

...

8.2 Insurance. The Association shall purchase insurance as a Common Expense as follows:

8.2.1 Hazard Insurance. Hazard insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering up to 100% of the current replacement cost of all Common Improvements and property owned by the Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of the Board. In lieu of purchasing hazard insurance coverage, the Association may self-insure for hazard protection as determined by the Board.

...

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 9th day of August, 2007.

Signed, sealed and delivered
in the presence of:

HEATHROW LAND COMPANY LIMITED
PARTNERSHIP, a Florida limited partnership

Maria M. Catineau
(sign-witness 1)

MARIA M. CATINEAU
(print)

Jenna Cappola
(sign - witness 2)

Jenna Cappola
(print)

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

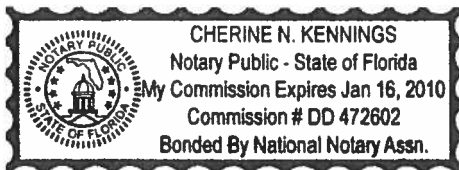
[Signature]
(sign)

George P. Apostolikas
(print)

President
(title)

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 9th day of August, 2007, by George P. Apostolikas, as General Partner President 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)

Cherrine N. Kennings
(print)

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