

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07820 Pgs 0724 - 733; (10pgs)  
CLERK'S # 2012087906  
RECORDED 07/27/2012 08:57:01 AM  
RECORDING FEES 86.50  
RECORDED BY L Woodley

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Neal McCulloh, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

-----the space above this line is reserved for recording purposes-----

**AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS FOR HEATHROW**

THIS AMENDMENT TO MASTER DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR HEATHROW is made and entered into as of the  
17<sup>th</sup> day of July, 2012 by HEATHROW MASTER ASSOCIATION, INC.  
(hereinafter referred to as the AAssociation@), a Florida not-for-profit corporation, whose  
mailing address is 2180 West State Road 434, Suite 5000, Longwood, FL 32779-5044.

WITNESSETH:

WHEREAS, the properties within the Heathrow Master Association Inc. are subject to  
and encumbered by that certain Master Declaration of Protective Covenants and Restrictions for  
Heathrow, recorded in Official Records Book 4651, Page 0598, of the Public Records of  
Seminole County, Florida (hereinafter referred to as the Declaration), as amended and  
supplemented from time to time;

WHEREAS, the Declaration has been previously amended by the recording of  
amendments to the Declaration as follows:

- A. Certificate of Amendment to Master Declaration of Protective Covenants and  
Restrictions for Heathrow, recorded in Official Records Book 5138, Page 0628 of  
the Public Records of Seminole County, Florida (hereinafter referred to as the  
"First Amendment");
- B. Certificate of Amendment to Master Declaration of Protective Covenants and  
Restrictions for Heathrow, recorded in Official Records Book 6805, Page 1927 of  
the Public Records of Seminole County, Florida (hereinafter referred to as the  
"Second Amendment"); and
- C. Certificate of Amendment to Master Declaration of Protective Covenants and  
Restrictions for Heathrow, recorded in Official Records Book 6878, Page 0515 of  
the Public Records of Seminole County, Florida (hereinafter referred to as the  
"Third Amendment").

WHEREAS, the Declaration, as amended (including, as amended by the First Amendment, Second Amendment, and Third Amendment) shall hereafter be referred to as the Amended Declaration”;

WHEREAS, the Heathrow Master Association Inc. continues to include the Committed Property, and may add Uncommitted Property, as those terms are defined in the Amended Declaration;

WHEREAS, Developer, as defined by the Amended Declaration, has previously declared that the Committed Property, and such other property as may be added to the Committed Property pursuant to the terms of the covenants included in the Amended Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Amended Declaration. These covenants as contained in the Amended Declaration were created in the best interests of the owners and residents of the Committed Property, shall run with the Committed Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Committed Property. The covenants as contained in the Amended Declaration shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Committed Property;

WHEREAS, the annexation, or addition, of property owned or to be owned by a third party (i.e., not the Developer or the Association) into the Committed Property is contemplated (hereinafter, that third party owning or proposed to own such land, namely Taylor Morrison of Florida, Inc., a Florida corporation, its successors and/or assigns, which is contemplated to be added to the Committed Property shall be referred to as the “Proposed Annexee”, and that land contemplated to be added to the Committed Property shall be referred to as the “Proposed Annexed Property”);

WHEREAS, a description of the Proposed Annexed Property (sometimes referred to as “Coventry”) is attached hereto as Exhibit “A”;

WHEREAS, the Uncommitted Property and Committed Property of Heathrow is included within the Heathrow Development of Regional Impact, and has been made subject to the Heathrow Development of Regional Impact Second Amended and Restated Development Order, as recorded in Official Records Book 6626, at Pages 1379, et. seq., of the Public Records of Seminole County, Florida (hereinafter referred to as the “DRI Development Order”). The Proposed Annexed Property has been, or may be, made subject to the DRI Development Order. Moreover, it is anticipated that the Proposed Annexed Property, will, for a period of time prior to the purchase of any subdivided lots or Units by third-parties, create a different class of parcels within the Association due to the incomplete state of development of the Proposed Annexed Property. It is anticipated that such undeveloped parcels or lots contained within the Proposed Annexed Property will not require the level of services received by existing Units within the Committed Property and Members of the Association;

WHEREAS, due to the above-mentioned conditions, the Proposed Annexed Property, and any parcels contained therein, shall not be subject to the provisions of Florida Statute §720.308(1) (2011);

WHEREAS, the Proposed Annexee has requested that such parcels and/or Units which are to be included in the Proposed Annexed Property not be liable for assessments in the same manner as other Units within the Committed Property;

WHEREAS, the Board of Directors is in agreement with this request, and other conditions for the Proposed Annexed Property, and has executed, or is expected to execute, an Annexation Agreement with the Proposed Annexee regarding the Proposed Annexed Property;

WHEREAS, the subject Amendment has been drafted to modify the Amended Declaration so as not to be in conflict with certain terms of the above-mentioned Annexation Agreement;

WHEREAS, the Board of Directors of the Association has considered and endorses the subject Amendment;

WHEREAS, the Association has the authority to amend the Amended Declaration as found in Article 10, Section 10.7 of the Amended Declaration;

WHEREAS, pursuant to Article 10, Section 10.7 of the Amended Declaration, such Amendment was approved by the affirmative vote of Members holding at least two-thirds (2/3) of the voting rights and the approval of the Association;

WHEREAS, the Association properly adopted the subject Amendment in accordance with the provisions of the Amended Declaration at a Meeting of the Members held on the 17<sup>th</sup> day of July, 2012; and

NOW THEREFORE, the Amended Declaration is hereby amended as follows (note: 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):

...

## ARTICLE 2

### PLAN FOR DEVELOPMENT OF HEATHROW

2. Property Designation. All land within Heathrow shall be Uncommitted Property unless designated as Committed Property pursuant to these covenants.

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. The Association may, in its sole discretion, ~~acquire~~ consider for approval additional properties which may be added to the Committed Property. ~~The~~If the Association approves such addition(s), 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;
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 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. The Board shall then establish the Assessment for Common Expenses per Unit, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Units and Proposed Units within the Committed Property (referred to herein as "Assessment for Common Expenses"). The Association shall then promptly notify all Owners in writing of the amount, frequency, and due dates of the Assessment for Common Expenses per Unit. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Unit. If the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make Special Assessments, as defined in 7.6 of these Covenants, for Common Expenses, which shall be levied in the same manner as provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessments for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (2) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Owner be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

Notwithstanding anything contained herein, or otherwise contained within Article 7 of these Covenants, as amended (which hereinafter may be referred to as the "Amended

Declaration”), should the Proposed Annexed Property, as described by Exhibit “A” attached to this Amendment, be annexed to the Committed Property, no Assessment(s) (including Assessment(s) for Common Expenses or Special Assessment(s)), other than any Transfer Assessment levied in accordance with Article 7, Section 7.13 of these Covenants, as amended, shall commence as to any parcel(s) or Units contained or to be contained within the Proposed Annexed Property, until, as to each platted Unit, the earlier of the following has occurred:

1. Said Unit is sold, transferred, or otherwise conveyed to a third party [e.g. said Unit is sold, transferred, or otherwise conveyed to any individual or entity other than the entity owning or proposed to own the Proposed Annexed Property, namely Taylor Morrison of Florida, Inc., a Florida corporation, its successors and/or assigns (hereinafter referred to as the “Proposed Annexee”)];

or

2. Two (2) calendar years have passed since the first Unit within the Proposed Annexed Property has been sold, transferred, or otherwise conveyed to a third party (e.g. said Unit is sold, transferred, or otherwise conveyed to any individual or entity other than the Proposed Annexee).

Pursuant to Article 7, Section 7.13 of these Covenants, as amended, upon the sale, transfer, or conveyance of any Unit within the Proposed Annexed Property to a third party, there is hereby established against said Unit a Transfer Assessment which is due and payable to the Association upon the date of recording of the deed to said Unit. Said Transfer Assessment against any such Unit shall be levied, collected, and otherwise handled in accordance with Article 7, Section 7.13 of these Covenants, as amended, and as otherwise provided by these Covenants, as amended.

...

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

...

10.7 Amendments of Covenants. Except as herein provided, these Covenants may be amended at any time upon the approval of the Members holding at least two-thirds (2/3) of the voting rights and the approval of the Association as evidenced by the recordation of an amendatory instrument executed by the president and secretary of the Association; provided, however, that until December 31, 2010, no amendment shall be effective without the Developer's express written joinder and consent. The Developer may also amend these Covenants at any time prior to December 31, 2010, by the recordation of an amendatory instrument in the public records of Seminole County executed by the Developer.

Notwithstanding anything contained herein to the contrary, in the event any provision of the Association's governing documents, specifically including, but not limited to, the Amended Declaration, the Articles of Incorporation of Heathrow Master Association, Inc., the Bylaws of Heathrow Master Association, Inc., and any rules and regulations of the Association, as any may have been amended and/or restated from time to time (hereinafter collectively referred to as the "Governing Documents"), conflicts with, or may be construed as conflicting with, the terms and provisions of any agreement which may be executed between the Association and the Proposed Annexee, then the Board (without any vote of the Members holding voting rights) shall have the right, power and authority to execute and record an amendment to any of the Governing Documents resolving, curing, and/or eliminating any such conflict. This above-mentioned amendment may have a completely retroactive effect, at the sole and unfettered discretion of the Board, so that such amendment, if and when recorded, shall be deemed effective and in existence as of the date any agreement with the Proposed Annexee is executed, and such amendment will render any default or violation of said agreement null, void, and nonexistent.

IN WITNESS WHEREOF, the Association has executed this AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Deanna Sims*  
(Sign - Witness 1)

Deanna Sims.  
(Print - Witness 1)

*Kimberly E Sanders*  
(Sign - Witness 2)

Kimberly E Sanders  
(Print - Witness 2)

*Deanna Sims*  
(Sign - Witness 1)

Deanna Sims.  
(Print - Witness 1)

*Kimberly E Sanders*  
(Sign - Witness 2)

Kimberly E Sanders  
(Print - Witness 2)

HEATHROW MASTER  
ASSOCIATION, INC.

By: *Edwin H Holt*  
(Sign)

EDWIN H HOLT  
(Print)

President, Heathrow Master  
Association, Inc.

Attest: *John S. Lyle*  
(Sign)

JOHN S. LYLE  
(Print)

Secretary, Heathrow Master  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing was acknowledged before me this 18 day of JULY, 2012, by EDWIN H. HOLT, 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 \_\_\_\_\_ as identification.

NOTARY PUBLIC

Teresa V. Robbin  
(Sign)

TERESA V. ROBBIN  
(Print)

State of Florida, At Large

My Commission Expires: 1/2/2013

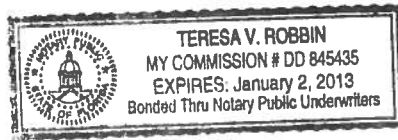




EXHIBIT "A"

(Coventry)

**PARCEL 1:**

THAT PART OF LOT 2, WEISER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF DULY RECORDED IN PLAT BOOK 1, PAGE 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE 1021 FEET SOUTH AND 25 FEET WEST OF THE NE CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, RUN SOUTH 83 DEG. 8 MIN. WEST TO THE EAST LINE OF LOT 2 OF WEISER'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 2 A DISTANCE OF 250 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 2 TO NE CORNER OF SAID LOT 2, THENCE RUN WEST 577.5 FEET TO NW CORNER THEREOF; THENCE RUN SOUTH 310.2 FEET TO A POINT, THENCE SOUTH EASTERLY ALONG THE WEST LINE OF SAID LOT 2 TO A POINT DIRECTLY WEST OF POINT OF BEGINNING, THENCE EAST TO BEGINNING. SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA.

AND

**PARCEL 2:**

LOTS 1, 2 AND 4 OF WEISER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF DULY RECORDED IN PLAT BOOK 1, PAGE 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTIONS THEREOF:

EXCEPTION 1:

THE NORTHERLY 5.98 ACRES OF LOT 1

EXCEPTION 2:

THAT PART OF LOT 4 DESCRIBED AS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 4, RUN S. 21° 15' E ALONG THE WEST LINE OF SAID LOT 4, 603.24 FEET; THENCE S 84° 10' E, 158 FEET MORE OR LESS, TO THE EAST LINE OF SECTION 1, TOWNSHIP 20 S, RANGE 29E; THENCE N 585.8 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, THENCE W 350.46 FT. MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTION 3:

BEGINNING AT A POINT 1021 FEET SOUTH AND 25 FEET WEST OF THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 20 S, RANGE 29 EAST IN SEMINOLE COUNTY, FLORIDA, RUN S 83° 08' W 862.7 FT. TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 88.2 FT., A CENTRAL ANGLE OF 72° 10' AND A DISTANCE OF 100.44 FEET TO THE INTERSECTION OF SAID CURVE WITH THE WEST BOUNDARY LINE OF LOT 2 OF THE SAID WEISER'S SUBDIVISION; THENCE S 34° 30' E ALONG THE WEST BOUNDARY LINE OF THE SAID LOT 2, 473.45 FT; THENCE N 25° 10' W 253.35' TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF {24022880:15}

55.93 FEET AND A CENTRAL ANGLE OF 108.22', 105.5 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 83° 08' E 768.6 FEET MORE OR LESS TO A POINT 50.36 S OF THE POINT OF BEGINNING; THENCE N 50.36 FT. TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE 1021 FEET SOUTH AND 25 FEET WEST OF THE NE CORNER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, RUN SOUTH 83 DEG. 8 MIN. WEST TO THE EAST LINE OF LOT 2 OF WEISER'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 2 A DISTANCE OF 250 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG SAID EASTERLY LINE OF LOT 2 TO NE CORNER OF SAID LOT 2, THENCE RUN WEST 577.5 FEET TO NW CORNER THEREOF; THENCE RUN SOUTH 310.2 FEET TO A POINT, THENCE SOUTH EASTERLY ALONG THE WEST LINE OF SAID LOT 2 TO A POINT DIRECTLY WEST OF POINT OF BEGINNING, THENCE EAST TO BEGINNING. SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA.

AND

**PARCEL 3**

BEGINNING AT A POINT 1021 FEET SOUTH AND 25 FEET WEST OF THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, THENCE RUN SOUTH 83°08' WEST 862.7 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 72°10' RIGHT AND A RADIUS OF 88.82 FEET A DISTANCE OF 100.44 FEET TO POINT OF SAID CURVE, THENCE SOUTH 34°30' EAST ALONG WEST BOUNDARY LINE OF LOT 2 OF WEISER'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 9, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, 473.45 FEET, THENCE NORTH 25°10' WEST 253.35 FEET TO POINT OF CURVATURE OF A CURVE RIGHT HAVING A CENTRAL ANGLE OF 108°22' RIGHT AND A RADIUS OF 55.93 FEET, 105.5 FEET TO POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 83°08' EAST 768.6 FEET, THENCE NORTH 50.36 FEET TO BEGINNING.