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AND RETURN TO:
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Maitland, Florida 32751

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**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS FOR HEATHROW LAKES**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of HEATHROW LAKES MAINTENANCE ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS FOR HEATHROW LAKES, recorded in Official Records Book 2422, Page 0945, of the Public Records of Seminole County, Florida (hereinafter "Declaration"), as amended, hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS FOR HEATHROW LAKES, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the Voting Members on the 25th day of February, 2013 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article III, Section 3, and Article XVI, Section 5, of the Declaration, as amended, by the affirmative vote of not less than 66 2/3% votes of the entire membership of the Association, as represented by their Voting Members voting for the members. Proper notice was given for the Meeting pursuant to 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 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 WHEREOF, the Association has caused these presents to be executed in its name, this 25th day of February, 2013.

Signed, sealed and delivered
in the presence of:

HEATHROW LAKES MAINTENANCE
ASSOCIATION, INC.

Richard C Griffin
(Sign - Witness 1)

Richard C Griffin
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Audra Miere
(Print - Witness 2)

Brenda McClure
(Sign - Witness 1)

Brenda McClure
(Print - Witness 1)

Christie Tanner
(Sign - Witness 2)

Christie Tanner
(Print - Witness 2)

By: G. Blaine Darrah III
(Sign)

G BLAINE DARRAH III
(Print)

President, Heathrow Lakes Maintenance
Association, Inc.

Attest: [Signature]
(Sign)
JAMES SID PRICE
(Print)

Secretary, Heathrow Lakes Maintenance
Association, Inc.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 25th day of February,
2013, by Blaine Darrah, as President, and
James Sid Price, as Secretary, of HEATHROW LAKES MAINTENANCE
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are
personally known to me.

NOTARY PUBLIC

[Signature]
(Sign)

Kimberly E. Sanders
(Print)

State of Florida, At Large
My Commission Expires:



AMENDMENT TO DECLARATION OF COVENANTS FOR HEATHROW LAKES

The following amendments are made to Article I, Sections (m) and (t); Article IV, Section 1(g) and (h); Article V, Section 10; Article VII, Section 11; Article X, Sections 2, 3, and 4; and Article XVI, Section 5 of the DECLARATION OF COVENANTS FOR HEATHROW LAKES, recorded in Official Records Book 2422, Page 0945, *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 I
DEFINITIONS AND INTERPRETATION**

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(m) "Neighborhood" shall mean and refer to a portion of The Properties designated as such herein or in a Supplemental Declaration (as hereinafter defined), the purpose of such designation being to address such portion as such for voting, assessment, regulation and other purposes as provided herein or in the Association's By-Laws or rules and regulations. The ~~first~~ designation of Neighborhoods is set forth in Exhibit "B" attached hereto (and as may be included in any Supplemental Declaration, from time to time) and made a part hereof.

...

(t) "Neighborhood Chair" shall be the Voting Member representing the Owners in a given Neighborhood and is elected annually by the Neighborhood Committee after they have been duly elected as may be described above and elsewhere in this Declaration and the Association's governing documents. The Neighborhood Chair (Voting Member) shall vote the number of Lots in the Neighborhood in the elections for the Association Board of Directors and in the elections for the Master Association Board of Directors, and in all other matters requiring the approval or consent of the Owners or Members, unless otherwise specifically provided by the Association's governing documents. The Neighborhood Chair shall represent the Neighborhood Owners at the meetings of the Association Board of Directors and is a member of the Heathrow Town Advisory Council (TAC), as described by the Master Covenants, and shall have one vote for matters being considered by TAC as do all other Neighborhoods in Heathrow.

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**ARTICLE IV
COMMON AREAS; CERTAIN EASEMENTS; COMMUNITY SYSTEMS**

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Section 1. Members' Easements. Except for Limited Common Areas as herein specified, each Member, and each Member's Permittee, shall have a nonexclusive permanent and

perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be reasonably regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

...

(g) The right of the Association, by a 2/3rds affirmative vote of ~~each class of the~~ membership as cast by the Voting Members), to dedicate or convey (subject to the Owners' easements as herein provided) portions of the Common Areas to any other association having similar functions (other than Master Association, which such rights are described in sub-section (h) below), or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate, and the right, upon 2/3rds affirmative vote of the membership (as cast by the Voting Members), to create or contract with the other association, community development and special taxing districts for lighting, roads, recreational, landscaping maintenance or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds, to their Lots, shall be deemed to have consented, with no consent of any other party, ~~except Developer,~~ being necessary).

(h) The right of the Association by a vote of the majority of the Board of Directors to dedicate or convey Common Areas to, or receive additional Common Areas from, the Master Association as such action is deemed appropriate and agreed upon by the Association Board of Directors and the Master Association Board of Directors, and as executed by recording a deed in the Public Records of Seminole County, Florida. Some portions of common areas owned by the Master Association may be maintained by the Association as delineated in a maintenance agreement approved by the Boards of Directors of both the Association and Master Association. The Master Association may also maintain portions of Common Areas owned by the Association as delineated in a maintenance agreement approved by the Boards of Directors of both the Association and Master Association. In either situation described immediately above, the expenses for such maintenance shall be borne by the association performing the maintenance.

...

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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Section 10. ~~Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, (ii) pay reduced assessments only on certain designated Lots (e.g., those under construction or those containing a Unit for which a certificate of occupancy has been issued),~~

~~provided that at least twenty five percent (25%) of the otherwise applicable assessments must be paid on such Lots or (iii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (iii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. If Developer at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). The performance of the Developer's funding obligations under any of the foregoing options shall be secured by a lien on Developer's land as provided for in this Article. When all Lots within The Properties are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. Without limiting the generality of Article I, Section 1. (e) hereof, the Developer's rights under this Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.~~

Coventry Builder Assessments. Notwithstanding anything contained in the remainder of this Article V, or otherwise contained in Articles II or X of this Declaration, upon the addition (annexation) of the property known as Coventry, as described in Exhibit "A" to the Amendment to Master Declaration of Protective Covenants and Restrictions for Heathrow. Approved July 17, 2012 and recorded in Official Records Book 7820, at Page 0724, et. seq., of the Public Records of Seminole County, Florida (hereinafter "Coventry"), to The Properties subject to this Declaration (which Coventry is, as of the date of adoption of this amendment, owned by Taylor Morrison of Florida, Inc., a Florida Corporation, and which may be owned, in part or in whole, at any time by its successors and/or assigns (hereinafter collectively referred to as "Coventry Builder")), and provided that such annexation has been approved by the Voting Members as required by Article II, Section 2, of this Declaration, as amended, and the Coventry Annexation Supplement (provided by the Neighborhood Annexation Agreement, executed by the Association and Coventry Builder on or about January 28, 2013 (hereinafter "Neighborhood Annexation Agreement")) has been recorded in the Public Records of Seminole County, no assessments pursuant to this Declaration or any of the Association's governing documents shall commence on any Lot added by way of such annexation (hereinafter "Coventry Lot") until the earlier of the following occurs: (i) title to said Coventry Lot is sold, transferred or otherwise conveyed to any individual or entity other than the entity owning the Coventry Lot, namely Coventry Builder; or (ii) two (2) calendar years have passed since title to the first Coventry Lot was sold, transferred or otherwise conveyed to any individual or entity other than Coventry Builder. Upon the occurrence of item (i) or (ii) as listed above as to any Coventry Lot, said Coventry Lot (or all Coventry Lots as to item (ii)) shall then be deemed an "Assessed Coventry Lot".

In addition, Coventry Builder shall contribute funds of \$400 per Coventry Lot to the Association reserve account at the time that Coventry Builder conveys fee simple title to said

Coventry Lot or when the Lot becomes an Assessed Coventry Lot as described above (hereinafter, said contribution shall be referred to as the "Lakes Association Capital Contribution").

Pursuant to the Neighborhood Annexation Agreement, Neighborhood-specific Coventry Operating Expenses in excess of that paid by the neighborhood-specific portion of the assessments paid by owners of Assessed Coventry Lots shall be the responsibility of the owner of the Coventry Lots which are not yet Assessed Coventry Lots (which may be Coventry Builder) as a deficit-funding reimbursement of the Neighborhood-specific Coventry Operating Expenses incurred by the Association.

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ARTICLE VII
CERTAIN USE RESTRICTIONS

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Section 11. Architectural Control. . . .

~~Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to Developer or its affiliates or designees or to Builders (to the extent provided in Article X hereof).~~

...

ARTICLE X
PROVISOS AS TO BUILDERS

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Section 2. Voting and Assessments. All Builders owning Lots shall be ~~Class-A~~ Members of the Association and shall have all rights, benefits, duties and obligations pertaining to such ~~class of~~ membership. A Builder shall have one (1) vote for each Lot owned by it and shall pay the same rate of assessment on each such Lot as would any other ~~Class-A Member/~~Owner; provided, however, that (i) in the event that a Builder owns a portion of The Properties which has not been platted or otherwise subdivided into Lots, such property shall, for purposes of this Declaration, be deemed to contain such number of Lots as a provided in the Supplemental Declaration subjecting the Builder's portion of The Properties to this Declaration (absent which the property to be deemed to contain the number of Lots permitted to be located thereon by applicable land use ordinances or approvals) and (ii) ~~Developer hereby reserves the right to vary the aforesaid rate of assessment payable by a Builder by so providing in a Supplemental Declaration, regardless of whether or not the Builder's portion of The Properties has been subdivided into Lots as aforesaid.~~ Notwithstanding anything contained herein or otherwise contained in Article II and Article V of this Declaration, should Coventry be annexed

to "The Properties", no Association assessments (including assessments for common expenses or Special Assessment(s), shall be levied on the Lots until the earlier of the following has occurred:

(a) Said Lot is sold, transferred, or otherwise conveyed to a third party [e.g. said Lot is sold, transferred, or otherwise conveyed to an individual or entity other than the entity owning Coventry, namely Coventry Builder: or

(b) Two (2) calendar years have passed since the first Lot within Coventry has been sold, transferred, or otherwise conveyed to third party including any individual or entity other than the Coventry Builder.

In addition to any assessments which become due on a Lot following the events described above, the Coventry Builder shall provide the Lakes Association Capital Contribution upon the sale or transfer or conveyance of a Lot to an individual or entity other than the Coventry Builder. Such payment shall be included in the closing of the sale of the Lot. If any Lot remains unsold two (2) calendar years after the first Lot within Coventry has been sold, transferred, or otherwise conveyed to any individual or entity other than Coventry Builder, the Lakes Association Capital Contribution shall be due in the same month that Lot is deemed an Assessed Coventry Lot.

~~Section 3. Architectural Control. For purposes of the exemption of Developer and its designees as set forth As required in Article VII, Section 11 hereof, a Builder shall be deemed a designee of Developer and therefore exempt from subject to architectural review/approval requirements, if, but only if, the Builder is subject to deed restrictions imposed by the Developer which govern matters such as plan approval and construction activities. The foregoing exemption shall not, however, apply once the Builder has completed a Unit on a Lot and has received Developer's final approval thereof, the purpose hereof being to require the Architectural Control Board's approval of any alterations of such construction once same are completed and be subject to the requirements of the design review manual issued by the Master Association (hereinafter the "Heathrow Master Design Review Manual").~~

~~Section 4. Use Restrictions. In addition to the architectural control exemptions set forth in the immediately preceding Section, no No Builder shall be deemed to be in violation of any of the other restrictions or requirements of Article VII of this Declaration by virtue of any activities which are normally and customarily associated with the construction of Units (or the development of land therefore) of the number, nature and type being constructed/developed by the Builder. Notwithstanding the foregoing, no Builder may make any installations which, once installed, would constitute a violation of Article VII of this Declaration or the Heathrow Master Design Review Manual. By way of example only, ~~the privileges granted to Builders hereunder~~ may not ~~extend to~~ permit the installation of prohibited gas tanks, obstructions of visibility at intersections, window-mounted air conditioning units, exterior antennas or artificial vegetation.~~

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ARTICLE XVI
GENERAL PROVISIONS

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Section 5. Amendment.

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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 Declaration, the Articles of Incorporation of Heathrow Lakes Maintenance Association, Inc., the By-Laws of Heathrow Lakes Maintenance 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 Coventry Builder, specifically including, but not limited to, the Neighborhood Annexation Agreement, then the Board of Directors of the Association (without any vote of the Members or Voting Members) 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 of Directors of the Association, so that such amendment, if and when recorded, shall be deemed effective and in existence as of the date any agreement with Coventry Builder is executed, and such amendment will render any default or violation of said agreement null, void, and nonexistent.

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EXHIBIT "B"

Neighborhoods and units that define the Heathrow Lakes community are listed below for clarification under ARTICLE I, Section 1(m), "Neighborhood".

CARRINGTON PARK	92
WEMBLY PARK	81
LAKESIDE	80
WATERS EDGE	51
WYNTREE	68
CHERRY RIDGE	142
KEENWICKE	243
BURLINGTON OAKS	61
HERON RIDGE	124
RESERVE	92
BROOKHAVEN	139
KENTFORD GARDENS	70

Total: 12 Neighborhoods

Total: 1243 Units