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 AND RETURN TO:

Carlos R. Arias, Esq.  
 ARIAS BOSINGER, PLLC  
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 Altamonte Springs, FL 32714

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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 945, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declaration"), 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 members on the 28<sup>th</sup> day of September, 20 15 (hereinafter the "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 Neighborhood Chairs voting for the members. 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 28<sup>th</sup> day of September, 20 15.

CERTIFIED COPY – MARYANNE MORSE  
 CLERK OF THE CIRCUIT COURT AND  
 COMPTROLLER  
 SEMINOLE COUNTY, FLORIDA



BY J. Pollock DEPUTY CLERK

SEP 30 2015

Signed, sealed and delivered  
in the presence of:

[Signature]  
(Sign - Witness 1)  
Kimberly E. Sanders  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)  
Deanna B. Sims  
(Print - Witness 2)

[Signature]  
(Sign - Witness 1)  
Kimberly E. Sanders  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)  
Deanna B. Sims  
(Print - Witness 2)

HEATHROW LAKES MAINTENANCE  
ASSOCIATION, INC.

By: [Signature]  
(Sign)  
E. BLAINE DARRAH  
(Print)

President, Heathrow Lakes Maintenance  
Association, Inc.

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

Secretary, Heathrow Lakes Maintenance  
Association, Inc.

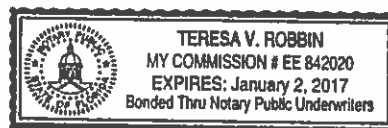
STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing was acknowledged before me this 29<sup>th</sup> day of September,  
2015, by E. 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 or who have  
produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

[Signature] (Sign)  
TERESA V. ROBBIN (Print)

State of Florida, At Large  
My Commission Expires:



## AMENDMENT TO DECLARATION OF COVENANTS FOR HEATHROW LAKES

The following amendment is made to Article V, Section 9 of the DECLARATION OF COVENANTS FOR HEATHROW LAKES, recorded in Official Records Book 2422, Page 945, *et. seq.*, of the Public Records of Seminole County, Florida (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

### ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

...

Section 9. Subordination of the Lien. The lien of the assessments provided for in this Article shall be ~~subordinate to only real property tax liens and the lien of any first mortgage;~~ provided, however, that superior to all other liens save and except any a purchase money first mortgage in favor of an institutional lender that secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years and which mortgage is recorded prior to the recording of a Claim of Lien by the Association. The lien of the Association for Assessments or other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The Association can recover from a new owner all delinquent amounts due in connection with the Lot notwithstanding how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure. This right of recovery will exist regardless of whether a lien has been recorded. This right of recovery will exist regardless of whether the delinquent amounts became due during the time the new owner of the Lot held title or became due at a time that pre-dated that owner's acquisition of title. This right of recovery will exist regardless of whether the Association was the parcel owner prior to the new owner taking title. In addition, this right of recovery will include late fees, administrative fees, interest, attorney's fees and costs, including pre-litigation fees and costs incurred by the Association in the collection of delinquent amounts for the Lot and Lot maintenance charges for Lot maintenance performed by Association when owner fails to perform the requisite maintenance on the Lot.

Notwithstanding the foregoing, with respect to a purchase money first mortgage in favor of an institutional lender that secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years, or its successor or assignees, who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such lender's liability respecting the unpaid Assessments or other monies that became due prior to the lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the deed in lieu of foreclosure or certificate of sale and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The foregoing liability shall be governed by Fla. Stat. Ch. 720, as amended from time to time. Notwithstanding anything herein to the contrary, any parcel owner acquiring title by foreclosure shall be liable for all assessments accruing after the certificate of

sale. The limitations on lender liability provided in this Section apply only if the lender filed suit against the Owner and initially joined Association as a defendant in the lender's foreclosure action when such action was first filed with a court, gave written notice to the Association that the mortgage held by such lender is in default prior to commencement of the foreclosure lawsuit, and any other requirement established by Fla. Stat. Ch. 720, as amended from time to time. The lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for lenders included in this Section, a lender must give written notice to Association if the mortgage held by such lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest.

Additionally, any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. The lien herein provided shall also be subordinate to the lien for assessments created in the Master Covenants.

...

9.1 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien and becomes the owner of record title to a Lot, the Association's lien shall survive that foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, administrative fees, interest, attorney fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the new owner that takes title to the Lot after the Association, and the Association shall have no liability for same. The new owner that takes title to the Lot after Association's acquisition of title shall also be liable for Assessments, late fees, interest, accruing while title is vested in Association, and the Association shall have no liability for same.