

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Adam W. Carls, Esq.
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Altamonte Springs, FL 32714

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**CERTIFICATE OF SIXTH 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 25th day of June, 2018 (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 26th day of July, 2018.

Signed, sealed and delivered
in the presence of:

Deanna Sims
(Sign - Witness 1)
Deanna Sims
(Print - Witness 1)

Jacob W. Chamness
(Sign - Witness 2)
Jacob W. Chamness
(Print - Witness 2)

Jacob W. Chamness
(Sign - Witness 1)
Jacob W. Chamness
(Print - Witness 1)

Deanna Sims
(Sign - Witness 2)
Deanna Sims
(Print - Witness 2)

HEATHROW LAKES MAINTENANCE
ASSOCIATION, INC.

By: Brenda McClure
(Sign)
Brenda McClure
(Print)

President, Heathrow Lakes Maintenance
Association, Inc.

Attest: [Signature]
(Sign)
F.C. PETITO
(Print)

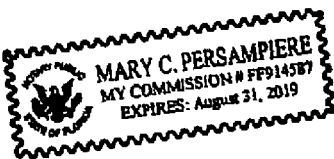
Secretary, Heathrow Lakes Maintenance
Association, Inc.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 26th day of July,
2018, by Brenda McClure, as President, and Fred Petito,
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 Fl. Drivers License as identification.

NOTARY PUBLIC

Mary C. Persampiere (Sign)
Mary C. Persampiere (Print)



State of Florida, At Large
My Commission Expires: 8/31/19

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

The following amendment is made to Article IV, Section 3 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 ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

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

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Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas and except those Limited Common Areas to be maintained by Owners) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibilities to Seminole County and its governmental and quasi-governmental subdivisions and similar entities (including the St. Johns Water Management District) of any kind with respect to the Common Areas and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

Without limiting the generality of the foregoing, the Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved, by the St. Johns Water Management District. Accordingly, the Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit requirements applicable to The Properties and applicable District Rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

In addition to maintaining the Common Areas, the Association may, if the Board of Directors in its sole and absolute discretion so elects and after notice to the applicable Neighborhood Committee Chairperson, perform all or any portion of the maintenance obligations

on the Landscaping and Pedestrian Areas, on an ongoing or isolated basis, for purposes including but not limited to, achieving an economy of scale or providing for uniform appearance throughout the applicable Neighborhood and an easement over all such Landscaping and Pedestrian Areas is hereby granted and declared for such purpose. In the event the Board elects to perform all or any portion of the maintenance obligations on the Landscaping and Pedestrian Areas, the costs of such maintenance shall be borne only by the Owners within the affected Neighborhood in accordance with Article V, Section 2 hereof. The foregoing concerning cost allocation notwithstanding, in the sole and absolute discretion of the Board, if a specific Landscaping and Pedestrian Area maintenance expense is deemed necessary for safety or liability reduction reasons, is considered a unique or unusual repair, or the payment for the repair would exceed budgeted neighborhood specific expenses and would cause an unwarranted increase in the neighborhood assessment rate, the Board may treat the cost of such Landscaping and Pedestrian Area maintenance as a general expense of the Association, to be borne by all members of the Association, which may further be paid from reserves, if warranted.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

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