

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04729 PG 0623  
CLERK'S # 2003038784  
RECORDED 03/03/2003 02:49:55 PM  
RECORDING FEE\$ 46.50  
RECORDED BY B Hayford

This instrument prepared by and )  
should be returned to: )

Robert L. Taylor, Esquire )  
TAYLOR & CARLS, P.A. )  
850 Concourse Parkway South )  
Suite 105 )  
Maitland, Florida 32751 )  
(407) 660-1040 )

— R

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

THIS FIRST AMENDMENT is made this 19th day of February, 2003 by HEATHROW LAND COMPANY LIMITED PARTNERSHIP, a Florida limited partnership.

**RECITALS:**

**WHEREAS**, HEATHROW LAND COMPANY LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter "DEVELOPER") is the Developer of the Heathrow Residential Development (hereinafter "HEATHROW") located in Seminole County, Florida by virtue of that certain Assignment of Developer Status recorded June 14, 1996, at Official Records Book 3087, Page 1858, Public Records of Seminole County, Florida, and

**WHEREAS**, HEATHROW is subject to that certain document entitled "DECLARATION OF COVENANTS FOR HEATHROW LAKES" (hereinafter "DECLARATION") as recorded in Official Records Book 2422, page 0945, Public Records of Seminole County, Florida, and

**WHEREAS**, HEATHROW LAKES MAINTENANCE ASSOCIATION, INC. (hereinafter "ASSOCIATION") is the not-for-profit corporation that was created by the Developer's predecessor to be the Community Association for HEATHROW LAKES, and

**WHEREAS**, DEVELOPER and the predecessor Developer previously supplemented the DECLARATION as follows:

Supplemental Declaration for Heathrow Lakes recorded on June 12, 1992 at Official Records Book 2438, Page 1358 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on April 7, 1994 at Official Records Book 2754, Page 0954 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on April 7, 1994 at Official Records Book 2754, Page 0978 in the Public Records of

Seminole County, Florida

Supplemental Declaration recorded on June 29, 1994 at Official Records Book 2791, Page 1523 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on June 29, 1994 at Official Records Book 2791, Page 1541 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on September 7, 1994 at Official Records Book 2821, Page 1403 in the Public Records of Seminole County, Florida

Supplemental Declaration to Heathrow Lakes recorded on May 12, 1997 at Official Records Book 3236, Page 1869 in the Public Records of Seminole County, Florida

Supplement to Master Declaration recorded on May 12, 1997 at Official Records Book 3236, Page 1873 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on December 12, 1997 at Official Records Book 3340, Page 0088 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 10, 1998 at Official Records Book 3384, Page 0195 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 20, 1998 at Official Records Book 3390, Page 0855 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on June 29, 1998 at Official Records Book 3451, Page 1351 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on October 5, 1998 at Official Records Book 3509, Page 0756 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 26, 1999 at Official

Records Book 3617, Page 1559 in the Public Records of  
Seminole County, Florida

Supplemental Declaration to Heathrow Lakes recorded on April  
12, 1999 at Official Records Book 3627, Page 0773 in the Public  
Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on June 22, 1999 at Official  
Records Book 3673, Page 1489 in the Public Records of  
Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on February 7, 2000 at Official  
Records Book 3798, Page 1230 in the Public Records of  
Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on April 5, 2000 at Official  
Records Book 3827, Page 1636 in the Public Records of  
Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on September 14, 2000 at  
Official Records Book 3921, Page 0471 in the Public Records of  
Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on September 14, 2000 at  
Official Records Book 3921, Page 0621 in the Public Records of  
Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes  
Maintenance Association recorded on December 18, 2001 at  
Official Records Book 4241, Page 1608 in the Public Records of  
Seminole County, Florida, and

**WHEREAS**, from the beginning, DEVELOPER operated the Association in a particular fashion that was technically inconsistent with the specific requirements of the DECLARATION, as supplemented, however, the DEVELOPER, inadvertently neglected to amend the DECLARATION to make it consistent with the actual operational procedures, and

**WHEREAS**, pursuant to Article XVI, Section 5, of the DECLARATION, the DEVELOPER retained the power to unilaterally amend the DECLARATION so long as it still had title to any lots affected by the DECLARATION, and

**WHEREAS**, DEVELOPER still has title to lots that are affected by the DECLARATION,  
and

WHEREAS, the Board of Directors of the ASSOCIATION has requested that the DEVELOPER now use its reserved power to unilaterally amend the DECLARATION to make its terms consistent with the actual operational practices of the ASSOCIATION,

NOW THEREFORE, at the request of the ASSOCIATION, and pursuant to the unilateral power vested in the DEVELOPER by Article XVI, Section 5, of the DECLARATION OF COVENANTS FOR HEATHROW LAKES, the DECLARATION is hereby further amended as follows:

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer (and each party joining in any supplemental declaration), for all Lots now or hereafter located within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association (by the Master Association or otherwise), of and for the maintenance, management, operation and insurance of the Common Areas and any applicable Community Systems as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided in Section 5 hereof, special assessments as provided in Section 4 hereof, any shared or allocated expenses described in Article XIV hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 9 of this Article.

Without limiting the generality of the foregoing, assessments hereunder shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Rates of Assessments. The Board of Directors shall budget and adopt assessments for the Association's general expenses and for those expense items associated with a specific Neighborhood (as opposed to those general to all of The Properties) which are different from those of other Neighborhoods. Accordingly, while all Lots within a particular Neighborhood shall be assessed at the same rate, Lots in one Neighborhood may be assessed at a rate different from those located in another Neighborhood in order to reflect expense differentials between/among Neighborhoods. Such different assessment rates may also be established based upon a portion of general expenses (e.g., road or Common Area landscaping maintenance) reasonably allocated to a Neighborhood by the Board of Directors of the Association, which is hereby authorized to do so.

~~The Board of Directors shall, by appropriate resolution, duly adopted, establish the first operating budget for the Association and the rates of assessments thereunder in accordance with the foregoing paragraph. At such time, the Board of Directors shall also adopt a maximum rate of annual assessments (which need not be at the level established pursuant to the initial budget). Each time a new Neighborhood is brought within The Properties by appropriate supplemental declaration, the Board of Directors shall adopt a budget, assessment rate and maximum annual assessment as applied to such Neighborhood.~~

~~From and after the adoption of a maximum rate of annual assessment for a Neighborhood, the Board of Directors may increase said rate (without necessarily increasing the actual rate of assessments) by up to five percent (5%) each year. Any increase above such five percent (5%) level shall require the affirmative votes of two-thirds (2/3rds) of each class of Members owning Lots in the applicable Neighborhood, such votes to be cast at a meeting called for that purpose with at least sixty percent (60%) of the affected Owners present in person or by proxy and per notice given in accordance with the Association's By-laws; provided, however, that if such quorum requirement is not met at the first meeting, a second meeting may be called with the same notice given and the quorum at such meeting shall be thirty-three and one-third percent (33.3%).~~

~~—————The notice, quorum and voting requirements set forth in the immediately preceding paragraph shall also apply to the adoption of special assessments or capital improvement assessments.~~

Section 3. Purpose of Assessments. The regular assessments levied by the Association shall be used for the purposes expressed in Section 1 of this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

Section 4. Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s) to the extent liability for such exists under applicable law or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and

late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article VI hereof.

Section 5. Capital Improvement Assessments. Funds which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article XI hereof) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as capital improvement assessments, either generally or upon Lots in the Neighborhood to be benefitted by the capital improvements.

**Any such assessment shall require the affirmative votes of two-thirds (2/3rds) of each class of Members owning Lots in the applicable Neighborhood (voted by the Voting Members), such votes to be cast at a meeting called for that purpose with at least sixty percent (60%) of the affected Owners present in person or by proxy and per notice given in accordance with the Association's By-laws; provided, however, that if such quorum requirement is not met at the first meeting, a second meeting may be called with the same notice given and the quorum at such meeting shall be thirty-three and one-third percent (33.3%).**

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly).

The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 9 of this Article to the contrary, the personal obligation of Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all overdue sums (regardless of whether they are accelerated or not) shall bear interest from the dates when due until paid at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall

not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Section 9. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate **only** to real property tax liens and the lien of any first mortgage; provided, however, that 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.

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.

Section 11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing



accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

Executed at Heathrow, Seminole County, Florida, on this the 19 day of February, 2003.

Signed, sealed and delivered in the presence of:

HEATHROW LAND COMPANY LIMITED PARTNERSHIP, A Florida Limited Partnership  
By: 4/46A Corp., a Florida Corporation, its sole general partner

[Signature]  
Signature of Witness

By: [Signature]

Print Name  
Michael T Dick

Print Name: G. Apostolikas, Pres.

Address: 1275 Lake Heathrow Lane  
Heathrow FL 32796

[Signature]  
Signature of Witness  
Joe Schosky  
Print Name

(CORPORATE SEAL)

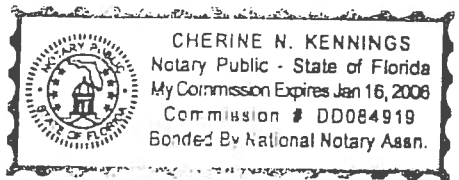
STATE OF FLORIDA  
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of February, 2003, by George P. Apostolikas who  is personally known to me or  has produced \_\_\_\_\_

\_\_\_\_\_ (type of identification) as identification. He acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 19th day of February, 2003.

[Signature]



Notary Public - State of Florida  
Print Name: Chérine N. Kennings  
Commission No.: DD084919  
My Commission Expires: Jan. 16, 2006

**JOINDER AND CONSENT OF  
HEATHROW LAKES MAINTENANCE ASSOCIATION, INC.**

HEATHROW LAKES MAINTENANCE ASSOCIATION, INC., by and through its Board of Directors hereby joins and consents to this document and acknowledges its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, Sealed and Delivered  
in the Presence of:

*Danna R. Bolena*  
Print Name: DANNA R. BOLENA  
*Nancy Seward*  
Print Name: Nancy Seward

HEATHROW LAKES MAINTENANCE  
ASSOCIATION, INC.

By: *Thomas R. Yeaser*  
Print Name: THOMAS R. YEASER  
Title: President  
Address: 1275 LAKE HEATHROW LANE  
HEATHROW, FLORIDA

*Danna R. Bolena*  
Print Name: DANNA R. BOLENA  
*Nancy Seward*  
Print Name: Nancy Seward

ATTEST:

By: *Victor H. Ham*  
Print Name: VICTOR H. HAM  
Title: Secretary  
Address: 1275 LAKE HEATHROW LANE  
HEATHROW, FLORIDA

(CORPORATE SEAL)

STATE OF FLORIDA

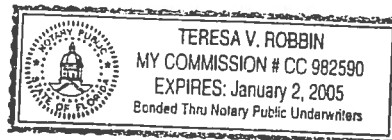
COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of FEBRUARY, 2003 by THOMAS R. YEASER, as President and VICTOR H. HAM, as Secretary, both of HEATHROW LAKES MAINTENANCE ASSOCIATION, INC., who [] are personally known to me or [] who have produced \_\_\_\_\_ as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS by hand and official seal in the County and State last aforesaid on this 21 day of FEBRUARY, 2003.

*Teresa V. Robbin*  
Notary Public-State of Florida  
Print Name: TERESA V. ROBBIN  
Commission No.: CC 982590  
Commission Expires: 1/2/05

(Notary Seal)



HIk001 cer1

MARIANNE MURPHY, CLERK OF CIRCUIT COURT  
 SEMINOLE COUNTY  
 BK 25570 PGB 1021-1027  
 CLERK'S # 2005003408  
 RECORDED BY COMPUTER 07:00:16 PM  
 RECORDED BY L. MURPHY

This instrument prepared by and  
 should be returned to: )  
 )  
 )  
 Elizabeth A. Lanham-Patrie, Esquire )  
 TAYLOR & CARLS, P.A. )  
 850 Concourse Parkway South )  
 Suite 105 )  
 Maitland, Florida 32751 )  
 (407) 660-1040 )  
 )  
 )  
 )  
 )

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

THIS IS TO CERTIFY that the following language amending Article 1, Section 1(f), Article IV, Section 3, and Article VI, Sections 1 and 2 constitutes the Second Amendment to Declaration of Covenants For Heathrow Lakes, which was originally recorded in Official Records (O.R.) Book 2422, Page, 945, and amended in the Certificate of First Amendment To The Declaration of Covenants for Heathrow Lakes recorded in O.R. Book 4729, Page 623 all of the Public Records of Seminole County, Florida (hereinafter collectively referred to as the "Declaration"). In Addition, the Declaration was supplemented as follows:

Supplemental Declaration for Heathrow Lakes recorded on June 12, 1992 at Official Records Book 2438, Page 1358 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on April 7, 1994 at Official Records Book 2754, Page 0954 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on April 7, 1994 at Official Records Book 2754, Page 0973 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on June 29, 1994 at Official Records Book 2791, Page 1523 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on June 29, 1994 at Official Records Book 2791, Page 1541 in the Public Records of Seminole County, Florida

Supplemental Declaration recorded on September 7, 1994 at Official Records Book 2821, Page 1403 in the Public Records of Seminole

Additions to text are indicated by bold underline; deletions by ~~strikeout~~.

County, Florida

Supplemental Declaration to Heathrow Lakes recorded on May 12, 1997 at Official Records Book 3236, Page 1869 in the Public Records of Seminole County, Florida

Supplement to Master Declaration recorded on May 12, 1997 at Official Records Book 3236, Page 1873 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on December 12, 1997 at Official Records Book 3340, Page 0088 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 10, 1998 at Official Records Book 3384, Page 0195 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 20, 1998 at Official Records Book 3390, Page 0855 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on June 29, 1998 at Official Records Book 3451, Page 1351 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on October 5, 1998 at Official Records Book 3509, Page 0756 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on March 26, 1999 at Official Records Book 3617, Page 1559 in the Public Records of Seminole County, Florida

Supplemental Declaration to Heathrow Lakes recorded on April 12, 1999 at Official Records Book 3627, Page 0773 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on June 22, 1999 at Official Records Book 3673, Page 1489 in the Public Records of Seminole County, Florida

Supplemental Declaration to Heathrow Lakes recorded on November 24, 1999, at Official Records Book 3760, Page 1544 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on February 7, 2000 at Official Records Book 3798, Page 1230 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on April 5, 2000 at Official Records Book 3827, Page 1636 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on September 14, 2000 at Official Records Book 3921, Page 0471 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on September 14, 2000 in Official Records Book 3921, Page 0621 in the Public Records of Seminole County, Florida

Supplement to the Declaration of Covenants for Heathrow Lakes Maintenance Association recorded on December 18, 2001 at Official Records Book 4241, Page 1608 in the Public Records of Seminole County, Florida

**NOW THEREFORE**, this Second Amendment was duly and properly adopted pursuant to Article XVI, Section 5 of the Declaration, a joinder was entered into by the Developer, Heathrow Land Company Limited Partnership, which is attached hereto as Exhibit "A", and the Declaration is hereby amended as follows:

Article I, Section 1(f) is hereby amended as follows:

(f) "Landscaping and Pedestrian Areas" shall mean and refer to strips of land of varying widths abutting the roads within, or adjacent to, The Properties or portions or all of their entire length, notwithstanding that any such strips of land may be located upon Lots. The ~~Developer~~ **Association** may establish a physical boundary between the Landscaping and Pedestrian Areas referred to above and the other portions of an affected Lot, if any, but in the absence of such physical boundary, the ~~Developer~~ **Association** shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected associations and the Owners. The fact that certain of such Landscaping and Pedestrian Areas are not legally described shall not affect their character as provided herein. No Owner shall alter any Landscaping and Pedestrian Area or make any use of same contrary to its purposes."

**The Pedestrian Areas located on the Lots are more specifically described as the ten (10') feet on the Lots from the street toward the Unit. This Pedestrian Area may also be identified**

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~

**as the ten (10') foot sidewalk easement on the plats for each Neighborhood.**

Article IV, Section 3 is hereby amended to read as follows:

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 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** shall be responsible for maintaining all Landscaping and Pedestrian Areas to the same standard as that applicable to all other portions of The Properties 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.**

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

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas."

Article VI, Section 1 is hereby amended to read as follows:

Section 1. Exterior of Units. **"Except for any maintenance obligations the Board of Directors elects to perform on the Landscaping and Pedestrian Areas,** ~~the~~ Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (~~with the same colors as initially used on the Unit~~ **as approved pursuant to Article VII, Section 11 of the Declaration**), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards."

Article VI, Section 2 is hereby amended to read as follows:

Section 2. Lots. **"Except for any maintenance obligations the Board of Directors elects to perform on the Landscaping and Pedestrian Areas,** ~~the~~ Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained)."

Executed at Heathrow (city), Seminole County, Florida, on this the 22<sup>nd</sup> day of December, 2004.

Signed and delivered in the presence of:

[Signature]  
Signature of Witness  
Daniel [unclear]

Print Name

[Signature]  
Signature of Witness  
[unclear]

Print Name

**HEATHROW LAKES MAINTENANCE ASSOCIATION INC.,** a Florida not for profit corporation

By: [Signature]  
Print Name: THOMAS R. YEASER

Print Name:

Address: 1245 Lake Heathrow Ln, Ste 119  
Heathrow, FL 32746

President

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Signature of Witness

Print Name

Signature of Witness

Print Name

Attest:

Print Name:

Address:

Secretary

STATE OF FLORIDA

COUNTY OF

THE FOREGOING INSTRUMENT was acknowledged before me this 22nd day of DECEMBER, 2004, by THOMAS R. YETSER and VICTOR H. HAM who are personally known to me to be the President and Secretary, respectively, of HEATHROW LAKES MAINTENANCE ASSOCIATION, INC., or have produced (type of identification) as identification. They acknowledge executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand in the County and State last aforesaid on this 22 day of DEC., 2004.

Teresa V. Robbin
Notary Public-State of Florida
Print Name: TERESA V. ROBBIN
Commission No.: CC 982590
My Commission Expires: 1-2-05



HIK001 cert2

Additions to text are indicated by bold underline; deletions by strikeout.



EXHIBIT "A"

JOINDER AND CONSENT OF  
HEATHROW LAND COMPANY LIMITED PARTNERSHIP

HEATHROW LAND COMPANY LIMITED PARTNERSHIP, hereby joins and consents to the Second Amendment to the Declaration of Covenants for Heathrow Lakes and acknowledges its approval of and agreement to the terms, conditions, covenants and restrictions set forth therein.

Signed, Sealed and Delivered  
in the Presence of:

HEATHROW LAND COMPANY  
LIMITED PARTNERSHIP, a Florida  
Limited Partnership

[Signature]  
Signature of Witness

By: 4/46A Corp., a Florida Corporation  
its sole general partner

Cherice N. Kenning  
Print Name

By: [Signature]  
Print Name: JOE DEBOS  
Title: SA V.P.  
Address: 1725 Lakes Heathrow  
LAKES

[Signature]  
Signature of Witness

Cherice N. Kenning  
Print Name

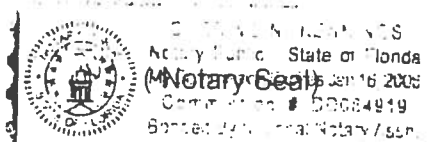
STATE OF FLORIDA  
COUNTY OF Seminole

(CORPORATE SEAL)

THE FOREGOING INSTRUMENT was acknowledged before me this 15<sup>th</sup> day of December, 2004 by Joe DeBos, as Sr VP of 4/46A Corp., a Florida corporation, as the sole 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 and who  did / did not take an oath. He/She acknowledges executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and the seal affixed thereto is the true corporate seal of said corporation.

WITNESS by hand and official seal in the County and State last aforesaid on this 15<sup>th</sup> day of December, 2004.

[Signature]  
Notary Public - State of Florida  
Print Name: [Signature]  
Commission No.: [Signature]  
Commission Expires: [Signature]



MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07768 Pgs 0297 - 300; (4pgs)  
CLERK'S # 2012054478  
RECORDED 05/09/2012 10:51:15 AM  
RECORDING FEES 35.50  
RECORDED BY T Smith

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

the space above this line is reserved for recording purposes

### 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 30<sup>th</sup> day of April, 2012 (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 30<sup>th</sup> day of April, 2012.

Signed, sealed and delivered  
in the presence of:

HEATHROW LAKES MAINTENANCE  
ASSOCIATION, INC.

T.M. Stanton  
(Sign - Witness 1)

T.M. STANTON  
(Print - Witness 1)

Toby Stanton  
(Sign - Witness 2)

TOBY STANTON  
(Print - Witness 2)

T.M. Stanton  
(Sign - Witness 1)

T.M. STANTON  
(Print - Witness 1)

Toby Stanton  
(Sign - Witness 2)

TOBY STANTON  
(Print - Witness 2)

By: Blaine Darrah  
(Sign)

BLAINE DARRAH  
(Print)

President, Heathrow Lakes Maintenance  
Association, Inc.

Attest: [Signature]  
(Sign)

JAMES PRICE  
(Print)

Secretary, Heathrow Lakes Maintenance  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Seminole

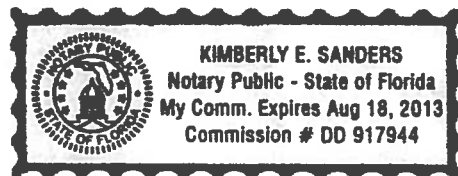
The foregoing was acknowledged before me this 30<sup>th</sup> day of April,  
2012, by Blaine Darrah, as President, and  
James Sid Price, as Secretary, of HEATHROW LAKES MAINTENANCE  
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally  
known to me or who have produced \_\_\_\_\_ as identification.

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 amendment is made to Article II, Section 2, 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 II**

**PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS THERETO**

...

Section 2. Supplements. In accordance with Developer's current intention (but not obligation) to increase the land constituting The Properties from time to time in "phases", Developer may from time to time subject other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to the Properties) and thereby add to The Properties. To the extent that such additional real property shall be made a part of The Properties, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Developer to add to the initial portion of The Properties, to develop any such future portions under a common scheme, nor to prohibit Developer (or the applicable Developer-affiliated Owner) from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots, shall be deemed to have automatically consented to any such rezoning, change, addition or deletion thereafter made by Developer (or the applicable Developer-affiliated Owner) and shall evidence such consent in writing if requested to do so by Developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision).

Notwithstanding any of the foregoing Recognizing that as of the date of the recording of this amendment, Developer may no longer hold the ability to file a supplement to add property to The Properties, no property shall be added to The Properties without the consent of two-thirds (2/3rds) of the Owners (excluding Developer) unless the property to be so added is (i) within a general plan of annexation approved by the VA, (ii) otherwise approved the VA, (iii) within the Development of Regional Impact ("DRI") for the general Heathrow development, and (iv) added prior to March 4, 2010 an approval of not less than sixty-six and 2/3 percent (66 2/3%) of the votes of the entire membership of the Association, as voted by the Voting Members at a meeting of the Voting Members (e.g., regardless of any provision in the Association's governing documents to the contrary, specifically including Article III, Section 3 of this Declaration, at least sixty-six and

2/3 percent (66 2/3%) of all votes of the membership must be voted in favor of such addition by the Voting Members in order for such property to be added to The Properties. Further, any land added to The Properties shall be improvements of style, quality, size and cost comparable to those within The Properties at the applicable time.

In furtherance of the plan of development of The Properties as a community of distinct Neighborhoods, a supplemental declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of the Neighborhood identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of The Properties.

...