

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
HEATHER WALK CONDOMINIUM

WHEREAS, the Declaration of Condominium of HEATHER WALK CONDOMINIUM was duly recorded on the 14th day of August, 1973, in Official Records Book 8414, commencing at Page 723, of the Public Records of Dade County, Florida; and

WHEREAS, ARROJADO CORPORATION, a California Corporation, as the Developer under the aforescribed Declaration of Condominium and Exhibits attached thereto, and LHI MANAGEMENT COMPANY, a Florida Corporation, as the Management Firm referred to under the aforescribed Declaration of Condominium and Exhibits attached thereto (being the Management Firm specified in the Management Agreement which is Exhibit No. 4 to the aforescribed Declaration of Condominium, and HEATHER WALK CONDOMINIUM, INC., a Florida Corporation not for profit, as the Condominium Association responsible for the operation of the aforescribed Condominium, pursuant to the aforescribed Declaration of Condominium and Exhibits attached thereto, are desirous of amending the aforescribed Declaration of Condominium and Exhibits attached thereto for the purpose of causing the Condominium documentation to comply with the requirements of FFLMC.

NOW, THEREFORE, in consideration of the premises and of One Dollar and other good and valuable considerations each to the other in hand paid, the receipt whereof is hereby acknowledged, all of the parties specified in the preceding paragraph covenant and agree as follows:-

1. The aforescribed Declaration of Condominium and Exhibits attached thereto be and the same are hereby amended to provide as follows:

a. The holder of any mortgage encumbering a Condominium unit shall be entitled to written notification from the Condominium Association of any default by a unit owner and/or mortgagor of such unit in the performance of such unit owner and/or mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

b. Any holder of a mortgage encumbering a Condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, or foreclosure of said mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal", including but not limited to all of the provisions of Article XI of the Declaration of Condominium.

c. Any holder of a mortgage encumbering a Condominium unit which comes into possession of said unit pursuant to the remedies provided in said mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property, i.e., condominium parcel-unit, free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit). The foregoing provisions in this paragraph c. shall be deemed to change the provisions of Article X of the Declaration of Condominium, where applicable.

d. Unless all holders of first mortgage liens on individual units have given their prior written approval, the unit owners, voting members of the Condominium Association and the Condominium Association shall not be entitled to:

(1) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the condominium,

(2) partition or subdivide any unit or the common elements of the condominium, nor

(3) by act or omission seek to abandon the condominium status of the condominium except as provided by the applicable provisions of F.S. 711 et Seq., and except in the case of "very substantial" damage, as provided in Article XII.B.6. of the Declaration of Condominium.

The provisions of Article XVI of the Declaration of Condominium which said Article is entitled "Termination", shall be deemed amended pursuant to the provisions hereinabove set forth under paragraph d. and d.(1), (2) and (3).

e. All Taxes, assessments and charges which may become liens prior to a mortgage encumbering a condominium unit under Florida law shall relate only to the condominium unit and not to the condominium as a whole.

f. All amenities which are regarded as part of the value of a condominium unit for purposes of the appraisal upon which a mortgage loan is predicated (such as parking, recreation, and service areas) are a part of the condominium and are covered by the mortgage at least to the same extent as are general common elements. All amenities of the Condominium are common elements of said Condominium. Common elements means the portion of the Condominium property not included in the Condominium units. All such amenities are fully installed and completed and are available for use by unit owners.

g. The condominium has been created and is existing in full compliance with requirements of the condominium enabling statute of the State of Florida and all other applicable federal or state laws. This amendment has been executed by Edward S. Resnick, an attorney authorized to practice law in the State of Florida, who prepared the Declaration of Condominium of Heather Walk Condominium and Exhibits attached thereto, except for the Survey Exhibit No. 1 and who prepared this first amendment for the purpose of confirming the provisions of this paragraph g.

2. In the event of any conflict between the provisions of this Amendment and the Declaration of Condominium of Heather Walk Condominium and Exhibits attached thereto, the provisions of this Amendment shall prevail.

3. This Amendment is required due to the requirements of FHLMC.

4. That in all other respects, the aforescribed Declaration of Condominium, together with Exhibits attached thereto, recorded in Official Records Book 8414, commencing at Page 723 of the Public Records of Dade County, Florida, shall remain in its original form as recorded, and in full force and effect, except as amended by this First Amendment to Declaration of Condominium.

HEATHER WALK CONDOMINIUM, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary, hereby certify that said Amendment was duly adopted pursuant to the Declaration of Condominium of HEATHER WALK CONDOMINIUM and the By-Laws of HEATHER WALK CONDOMINIUM, INC., and said President and Secretary were authorized and directed to execute this First Amendment to Declaration of Condominium.

IN WITNESS WHEREOF, the Corporations specified below have caused these presents to be signed by their proper Officers, and their Corporate Seals to be affixed, this 31st day of October, 1973.

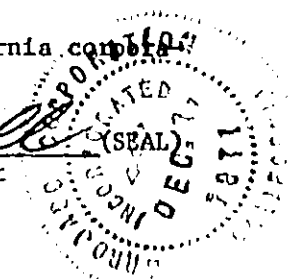
Signed, sealed and delivered in the presence of:

Sonja R. Whann
Sabell Domask
(Above witnesses as to all parties)

ARROJADO CORPORATION, a California corporation.

By: *James Howell*
James Howell, Vice President

DEVELOPER



LHI MANAGEMENT COMPANY, a Florida Corporation.

By: *Howard J. Briffman*
Howard J. Briffman, Vice President



