

EXHIBIT B

Articles of Incorporation of Heathrow Master Association, Inc.

State of Florida

Department of State

OFFICIAL RECORDS
BOOK 1539 PAGE 1316
SEMINOLE CO. FL.

I certify that the attached is a true and correct copy of the Articles of Incorporation of HEATHROW MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 26, 1984, as shown by the records of this office.

The charter number of this corporation is N02184.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of March, 1984.



CER-101

George Firestone
Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION

**OF
HEATHROW MASTER ASSOCIATION, INC.**

(As adopted March 20, 1984, and Amended and Restated through December 6, 2002)

ARTICLE 1

Name

1. Name. The name of the corporation is: HEATHROW MASTER ASSOCIATION, INC. (hereinafter referred to as the "Association")

ARTICLE 2

Definitions

2. Definitions. Unless defined in the Articles or By-Laws, all terms used in the Articles and By-Laws shall have the same meanings as used in the Master Declaration of Protective Covenants and Restrictions for Heathrow ("Covenants").

ARTICLE 3

Purpose

3. Purpose. The purposes for which the Association is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617 and Chapter 720 of the Florida Statutes. The Association shall have all the duties and powers granted a mandatory homeowners association under Chapters 617 and 720 of the Florida Statutes even if the Association does not qualify as a mandatory homeowners association under those statutes.

3.2 To administer, enforce and carry out the terms and provisions of the Master Declaration of Protective Covenants and Restrictions for Heathrow ("Covenants") as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Protective Covenants and Restrictions or similar document,

submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the Association, and accepted by the Board of Directors of the Association ("Board").

3.4 To promote the health, safety, welfare, comfort and social and economic welfare of the Members of the Association and the Owners and residents of the Committed Property as authorized by the Covenants, by these Articles, and the Bylaws.

ARTICLE 4

Powers

4. Powers. By way of example and not by way of limitation, the Association shall have the following powers:

4.1 All of the common law and statutory powers of a homeowners' association and a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

4.2 To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Association.

4.3 To make and collect Assessments against Owners and Members of the Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

4.4 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and replace real and personal property.

4.5 To hold funds for the exclusive benefit of the Owners and Members of the Association as set forth in these Articles and as provided in the Covenants and the Bylaws.

4.6 To purchase insurance for the protection of the Association, its officers, Directors, Owners and Members, and such other parties as the Association may determine to be in the best interests of the Association.

4.7 To operate, maintain, repair, and improve all Common Improvements and such other portions of the Committed Property as may be determined by the Board from time to time.

4.8 To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the Committed Property pursuant to the Covenants.

4.9 To provide for private security, fire safety and protection, and similar functions and services within the Committed Property as the Board in its discretion determines necessary or appropriate.

4.10 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights, streets, pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association and the Owners and residents of the Committed Property as the Board in its discretion determines necessary or appropriate.

4.11 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties.

ARTICLE 5

Members

5. Members -There shall be the following three classes of Membership in the Association:

5.1 Neighborhood Association Member. Each Neighborhood Association shall be a Member of the Association. Such membership shall be established upon the filing of the Articles of Incorporation of the Neighborhood Association with the Secretary of State of Florida, and the recording of such Articles of Incorporation in the Public Records of Seminole County, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting Committed Property to the jurisdiction of the Neighborhood Association.

5.2 Owner Membership. If any Committed Property is not subject to the jurisdiction of a Neighborhood Association, the Owner of such Committed Property shall be a Member of the MASTER Association. Such membership shall be initially established when the Owner takes title to the Committed Property. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an Owner Member unless one or more UNITS actually exist upon the Committed Property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an Owner Member only with respect to the Committed Property owned in conjunction with such UNIT.

5.3 Developer Member. Developer shall be a Member of the Association so long as Developer owns any real property or holds a mortgage encumbering any real property within the Committed Property.

5.4 Transfer of Membership. Membership shall be transferred as follows:

5.4.1 In the case of an Owner Member, transfer of membership in the Association shall be established by the recording in the Public Records of Seminole County of a deed or other instrument establishing a transfer of record title to any Committed Property for which membership has already been established. The Owner(s) designated by such instrument of conveyance thereby becoming an Owner Member(s), and the prior Owner's membership thereby being terminated. In the event of death of an Owner Member his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a true copy of the deed or other instrument establishing the transfer of ownership of the Committed Property, and it shall be the responsibility and obligation of the former and new Owner of the Committed Property to provide such true copy of said instrument to the Association.

5.4.2 In the event any portion of the Committed Property owned by an Owner Member is submitted to the jurisdiction of a Neighborhood Association, the membership of the Owner Member associated with such Committed Property shall automatically terminate upon the recording in the Public Records of Seminole County of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such Committed Property to the jurisdiction of the Neighborhood Association, and the Neighborhood Association shall simultaneously become a Neighborhood Association Member with respect to such Committed Property.

5.5 Prohibition Against Transfer. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Committed Property associated with the membership of the Member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such Committed Property.

5.6 Voting Rights. Voting at meetings of the Members shall be as prescribed in the Bylaws.

5.7 Annual and Special Member's Meetings. The Bylaws shall provide for an annual meeting of the Members of the Association and may make provision for special meetings of the Members.

ARTICLE 6

Directors

6. Directors. The affairs of the Association shall be managed by a Board consisting of not less than three (3) Directors, nor more than nine (9) and which shall always be an odd number. The number of Directors will be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Directors.

6.1 The Developer shall appoint the Directors of the Association as follows:

6.1.1 The Developer shall have the right to appoint the members of the Board, except that the Members shall elect one (1) homeowner to the Board of Directors until fifty (50) percent of the Units to be constructed within the Committed Property have been actually constructed. At that time the Members shall elect two (2) homeowners to the Board of Directors until seventy-five (75) percent of the Units to be constructed within the Committed Property have been actually constructed, at which time the Members shall elect three (3) homeowners. Such homeowner election to the Board shall occur at the annual meeting following the attainment of the hereinabove stated percentages of completion of construction. None of the elections of homeowners shall adversely affect the Developer's right to appoint a majority of the Board as hereinafter provided in this section 6. This section 6.1.1 shall not be amended unless such amendment is approved by the unanimous vote of the Members of the Board including the homeowner members elected as provided herein.

6.1.2 Notwithstanding anything else provided for in this section, the Developer shall have the right to appoint a majority of the Directors so long as Developer owns any real property, or holds a mortgage encumbering any real property within the Committed Property.

6.2 After the Developer no longer has the right to appoint any Directors under 6.1.1 and 6.1.2, or earlier if the Developer so elects, then and only then, shall all the Directors be elected by the Members of the Association.

6.3 All of the duties and powers of the Association existing under Chapter 617 and Chapter 720 of the Florida Statutes, the Covenants, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

6.4 Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however, any Director appointed by the Developer

may only be removed by the Developer and any vacancy on the Board of a Director appointed by the Developer shall be filled by the Developer.

6.5 The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

JENO F. PAULUCCI	201 West First Street, Sanford, Florida 32771
MICHAEL J. PAULUCCI	201 West First Street, Sanford, Florida 32771
ROGER W. SODERSTROM	201 West First Street, Sanford, Florida 32771

ARTICLE 7

Officers

7. Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the initial officers who shall serve until their successors are designated by the Board are as follows:

President	JENO F. PAULUCCI
Vice President	MICHAEL J. PAULUCCI
Vice President	ROGER W. SODERSTROM
Vice President	THOMAS J. STEVENSON
Secretary	R. HARRIS TURNER
Treasurer	KIRK J. ADAMS

ARTICLE 8

INDEMNIFICATION

8. Indemnification of Officers, Directors or Agents. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal

action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 8 above, or in defense of any claim issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.2. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

8.3. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise; and as to action taken in an official capacity while holding office shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

8.4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9

Bylaws

9. Initial Bylaws. The initial Bylaws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

Amendments

10. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

10.1. A majority of the Board shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

10.2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Bylaws for giving of notice of meeting of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

10.3. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

10.4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

10.5. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

10.6. So long as Developer appoints a majority of the Directors of the Association, Developer shall be entitled to unilaterally amend these Articles and the Bylaws, and no vote of the Members including, but not limited to, any vote amending these Articles or the Bylaws shall be effective without the written consent and joinder of Developer. Furthermore, no amendment shall make any changes which would in any

way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

10.7. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Seminole County in which the Committed Property is located.

ARTICLE 11

Term

11. The Association shall have perpetual existence.

ARTICLE 12

Incorporator

12. The name and street address of the incorporator is:
Heathrow Land and Development Corporation
201 West First Street
Sanford, Florida 32771

ARTICLE 13

Initial Registered Office Address and name of Initial Registered Agent

The street address of the initial registered office of the Association is 201 West First Street, Sanford, Florida 32771. The initial registered agent of the Association at that address is Heathrow Land and Development Corporation.

IN WITNESS HEREOF, HEATHROW LAND COMPANY LIMITED
PARTNERSHIP has caused these presents to be executed in its name on the date first mentioned
above.

Signed, sealed and delivered
in the presence of:

Sarah T. Murray
(Signature of First Witness)

SARAH T. MURRAY
(Printed Name of First Witness)

Jenna Cappola
(Signature of Second Witness)

Jenna Cappola
(Printed Name of Second Witness)

HEATHROW LAND COMPANY
LIMITED PARTNERSHIP,
a Florida limited partnership

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

By: Joe DeBash
(Signature)

JOE DeBash
(Printed Name)

Title: Sr. Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th day of December
2002, by Joe DeBash, the Sr. V.P. of 4/46A Corp., a Florida
corporation, 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 produced _____ as identification.



Cherine N. Kennings
Notary Signature

Cherine N. Kennings
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan 16, 2006

JOINER AND CONSENT

On this 18th day of December, 2002, HEATHROW MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, through its Board of Directors, hereby unanimously approves of, joins in and consents to the amendments set forth in the *AMENDMENT TO ARTICLES OF INCORPORATION OF HEATHROW MASTER ASSOCIATION, INC., a Florida corporation not-for-profit*, to be recorded in the Public Records of Seminole County, Florida, and to which this Joinder And Consent is attached.

IN WITNESS WHEREOF, the undersigned party hereby warrants that he/she has full power and authority on behalf of HEATHROW MASTER ASSOCIATION, INC. to execute this Joinder And Consent and has set its hand and seal on the date first mentioned above.

Signed, sealed and delivered
in the presence of::

Sarah T. Murray
(Signature of First Witness)

SARAH T. MURRAY
(Printed Name of First Witness)

Jenna Coppola
(Signature of Second Witness)

Jenna Coppola
(Printed Name of Second Witness)

HEATHROW MASTER ASSOCIATION, INC.
a Florida corporation not-for-profit

By: *[Signature]*
(Signature of President)

Michael T Dick
(Printed Name of President)

Title: **President**

Sarah T. Murray
(Signature of First Witness)

SARAH T. MURRAY
(Printed Name of First Witness)

Jenna Coppola
(Signature of Second Witness)

Jenna Coppola
(Printed Name of Second Witness)

Attested to By: [Signature]
(Signature of Secretary)

Joe Oberly
(Printed Name of Secretary)

Title: **Secretary**

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Michael T. Dick, the president of HEATHROW MASTER ASSOCIATION, INC, a Florida corporation not-for-profit, on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.



[Signature]
Notary Signature

Cherie N. Kennings
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan 16, 2006

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Joe DoBosh, the secretary of HEATHROW MASTER ASSOCIATION, INC, a Florida corporation not-for-profit, on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.



[Handwritten Signature]

Notary Signature

Cherine N. Kennings

Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan 16, 2006