MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW

(As adopted April 1, 1984, and Amended and Restated through December 6, 2002)

THIS Amended and Restated MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW is made on December 6, 2002, by HEATHROW LAND COMPANY LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter referred to as "Developer".

PREAMBLE

Developer currently owns real property located in Seminole County, Florida. referred to in this document as the "Committed Property" The Committed Property is described in Exhibit "A" attached to and made a part of these Covenants.

Developer intends to construct a planned unit development on the Committed Property which may be subject to the jurisdiction of Neighborhood and Condominium Associations. Developer desires to establish an overall master association to: (I) coordinate the various Neighborhood and Condominium Associations; (2) own, operate, administer, maintain and repair portions of the Committed Property; (3) engage in various activities for the benefit of all residents of the Committed Property; and (4) enforce the covenants and restrictions contained in these Covenants. The members of the master association shall be the Developer, all Neighborhood and Condominium Associations, and owners of property not subject to the jurisdiction of a Neighborhood or Condominium Association.

Developer has deemed it desirable for the efficient preservation of the values and amenities to be established on the Committed Property to provide for a method to delegate and assign to the HEATHROW MASTER ASSOCIATION, INC., ("Association"), certain powers and responsibilities including, without limitation: (1) certain powers and duties of the ownership, operation, administration, maintenance and repair of portions of the Committed Property; (2) the enforcement of the covenants and restrictions contained herein; (3) the right to assess the owners of the Committed Property or the members of the Association for the expenses to be incurred by the Association; (4) the collection and disbursement of the assessments and charges as set out in these Covenants; and (5) to administer and coordinate the Neighborhood and Condominium Associations.

NOW, THEREFORE, Developer hereby declares that the Committed Property, and such other property as may be added to the Committed Property pursuant to the terms of these Covenants shall be held, sold, conveyed, leased, mortgaged and otherwise

dealt with subject to the easements, covenants. conditions, restrictions, reservations, liens and charges set forth in these Covenants. These Covenants are created in the best interests of the owners and residents of the Committed Property and shall run with the Committed Property and shall be binding upon all persons having or acquiring any right, title or interest in the Committed Property and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Committed Property.

ARTICLE 1

DEFINITIONS

1. Definitions. Unless prohibited by the context in which they are used, the following words, when used in these Covenants, shall be defined as set out below:

1.1 "Assessment" shall mean Assessment for Common Expenses as defined in section 7.2 of these Covenants or Special Assessment as defined in 7.6 of these Covenants.

1.2 "Association" shall mean the Heathrow Master Association, Inc., a Florida corporation not-for-profit. Copies of the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of said corporation are attached to these Covenants as Exhibits "B" and "C", respectively.

1.3 "Board" shall mean the Board of Directors of the Heathrow Master Association, Inc.

1.4 "Committed Property" shall mean that portion of Heathrow which is subjected to these Covenants upon recordation of this document or a Supplement to this document and for which a legal description is included in Exhibit "A" hereto.

1.5 "Common Improvements" shall mean those improvements described in section 3.1 of these Covenants.

1.6 "Covenants" shall mean this instrument, Master Declaration of Protective Covenants And Restrictions For Heathrow, and all amendments or Supplements made to this instrument.

1.7 "Developer" shall mean Heathrow Land and Development Corporation, and its successors or assigns as designated in writing by the Developer.

1.8 "Director" shall mean a member of the Board of Directors of the Heathrow Master Association, Inc.

1.9 "Heathrow" shall mean that real estate development located in Seminole County, Florida, developed by the Developer, portions of which may be made subject to these Covenants as Committed Property and for which a legal description is included in Exhibit "A" hereto.

1.10 "Member" shall mean Neighborhood Association Member, Owner Member or Developer Member as defined in section 6.7 of these Covenants.

1.11 "Neighborhood Association" shall mean an association created in accordance with Article 6 of these Covenants. A Neighborhood Association may be a Florida corporation not-for-profit, a condominium association, or other entity formed by the Developer or Association to govern a limited area of the Committed Property.

1.11.1 "Neighborhood Committee" shall mean a committee of persons elected or appointed as provided in the Bylaws for the sole purpose of appointing a Neighborhood Voting Representative who shall cast votes for each Neighborhood subject to the jurisdiction of a Neighborhood Association at meetings of the Members.

1.11.2 "Neighborhood" shall mean a group of Units designated as a separate Neighborhood for the purpose of electing Neighborhood Voting Representatives as provided in the Bylaws and attached thereto as Schedule "A" is the designation of each Heathrow Neighborhood.

1.11.3 "Neighborhood Voting Representative" shall mean the person designated by each Neighborhood Committee to cast all votes for that Neighborhood at meetings of the Members.

1.12 "Neighborhood Common Improvements" shall mean any and all real and personal property (or interest therein) within the Committed Property which may be specifically designated as such by the Developer for the common use and enjoyment of the members of a particular Neighborhood Association.

1.13 "Neighborhood Association Covenants" and "Neighborhood Covenants" shall mean those instruments which have been or may be hereafter created by the Developer or Association to impose additional covenants, conditions, liens and restrictions applicable to the portion of the Committed Property governed by a Neighborhood Association.

1.14 "Owner" shall mean the record owner of legal title to a Unit in the Committed Property. Whenever the context so dictates or requires, (e.g., use and enjoyment rights, receiving of services), "Owner" may also mean the Owner's family members, guests, invitees; and the lessees of the Owner, their family members, guests, and invitees.

1.15 "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Seminole County, Florida shall add a portion of the Uncommitted Property to the provisions of these Covenants, whereby the Uncommitted Property becomes Committed Property.

1.16 "Uncommitted Property" shall mean all of Heathrow other than the Committed Property.

1.17 "Unit" shall mean an area of the Committed Property that has been designated by the Developer for residential use and occupancy by a single family or household. Any disputes as to what constitutes a Unit shall be resolved by the Board whose decision shall be final. Whenever used herein, the terms "Proposed Unit" and "Planned Unit" shall have the same meaning as "Unit".

ARTICLE 2

PLAN FOR DEVELOPMENT OF HEATHROW

2. Property Designation. All land within Heathrow shall be Uncommitted Property unless designated as Committed Property pursuant to these covenants.

2.1 Additions to Committed Property. The Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, in its sole discretion, may at any time commit all or any portion of the Uncommitted Property to the provisions of these Covenants. Each commitment of Uncommitted Property to these Covenants, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, shall be made by a recitation to that effect in a supplement which need be executed only by the Developer and thereafter with the consent of the Association, but does not require the execution or consent of the Neighborhood Associations or the Owners at any time. The supplement shall describe the portion of the Uncommitted Property which is being committed to these Covenants and made subject to the terms hereof and shall contain such other terms and provisions as the Developer deems proper. Upon the recordation of a Supplement, the Uncommitted Property described therein shall be committed to the terms and conditions contained in these Covenants and shall be Committed Property as fully as though originally designated herein as Committed Property. After the Developer no longer has any right to submit additions to the Committed Property, the Association may, in its sole discretion, acquire additional properties which may be added to the Committed Property. The Association shall execute a supplement to the Covenants for such additions, which supplement does not require the execution or consent of the Neighborhood Associations or the Owners.

ARTICLE 3

LAND USE CLASSIFICATIONS AND RESTRICTIONS

3. Declaration. The Developer does hereby declare that the following provisions shall be applicable to the Committed Property which shall be transferred, demised, sold, conveyed and occupied subject to the terms of these Covenants as follows:

3.1 Common Improvements. The Common Improvements shall be deemed to include all real and personal property (or interest therein) intended for the common use and enjoyment of all Owners. By way of illustration and not as to limitation, the Common Improvements may include:

3.1.1 Streets. All streets within the Committed Property including landscaping, irrigation, lighting, pedestrian pathways, bicycle pathways, drainage systems, signage and aesthetic improvements located in, under and along such streets;

3.1.2 Drainage. The master drainage system of the Committed Property including the waters of all lakes, ponds and streams, drainage structures, pipes and equipment, and all easements for the drainage system as may exist by virtue of these Covenants, a plat or other recorded instrument, easements or by any other methods;

3.1.3 Parks. Parks, open spaces and other utility or recreation areas or easements set aside for the benefit of all Owners; and

3.1.4 Public Improvements. Public improvements made by the Developer for the benefit of Seminole County, Florida, or any other governmental body that are not maintained at the expense of the general public.

3.2 Neighborhood Common Improvements. The Neighborhood Common Improvements shall not be deemed to be a part of the Common Improvements except as provided by these Covenants.

3.3 Conveyance to Association. Developer shall have the right to convey title to any property within Heathrow owned by it, or any interest therein, to the Association as Common Improvements. Developer may require the Association to operate and/or maintain any property owned by Developer which Developer intends to eventually convey to the Association as Common Improvements by written notice to the Association. In that event, such property shall be deemed Common Improvements even though not yet owned by the Association. If Developer thereafter determines not to convey the property to the Association as Common Improvements, Developer shall so

notify the Association in writing and thereafter such property shall no longer be deemed to be Common Improvements and the Association will no longer have any obligation to operate and/or maintain the property. Developer shall not have the obligation to develop and/or convey any property to the Association as Common Improvements. If Developer desires to convey any property to the Association, the timing of the conveyance shall be in the sole discretion of Developer.

3.4 Method of Conveyance. The Developer may transfer title (or any interest therein) to any portion of the Common Improvements to the Association by bill of sale, deed or other appropriate instrument recorded in the Public Records of Seminole County, Florida. The Association shall be obligated to accept the conveyance as delivered by the Developer and to maintain the Common Improvements for the use and benefit of the Owners.

3.5 Use of Common Improvements . Every Owner shall have the non-exclusive right to use and enjoy the Common Improvements subject to the following:

3.5.1 Transfer of Common Improvements. Except as is provided in these Covenants, once title to Common Improvements is transferred to the Association, they shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Developer for so long as it owns any portion of the Committed Property. The Association may encumber the Common Improvements provided such encumbrances are solely to secure loans obtained for improving the Common Improvements being encumbered and their lien is not superior to the provisions of these Covenants.

3.5.2 Use by Owners. Subject to any rules and regulations of the Association, a non-exclusive and perpetual right of use of all Common Improvements shall be deemed to have been granted to: (a) all Owners and their guests; (b) United States mail carriers, and representatives of fire departments, police and sheriff's departments, and other necessary municipal, county, special district, state and federal agencies (in their official capacity); and (c) holders of bonafide security interests and mortgages on any Committed Property (for the purpose of reasonable inspections of such Committed Property).

3.5.3 Use by Guard Service. The Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, or Association may authorize the use of all Common Improvements by a guard service for the control of traffic on all streets within the Committed Property. All Owners shall be responsible for complying with and ensuring that their permittee and invitees comply with all procedures adopted for controlling access to and upon the Committed Property, including, by way of illustration and not limitation, posted speed limits and stop signs.

3.5.4 Use 0f Lakes. The Developer or Association shall have the sole right to control the water level and maintenance of all lakes, ponds, water courses, drainage control devices and all other areas and apparatus comprising the master drainage system for the Committed Property. The Developer shall have the right to use the water in all lakes, ponds and water courses for irrigation on any golf course in Heathrow. Additional use of the water for other irrigation purposes may be made by the Developer or such other persons as the Developer may designate.

3.5.5 Prohibited Uses. No person shall, without the written approval of the Developer or the Association do any of the following on any part of the Common Improvements: (a) operate motor vehicles for any purpose other than as a means of transportation on the private roads; (b) use power boats on any lake, pond or stream; (c) boat, fish or swim other than in designated lakes or ponds; (d) permit the running of animals except when on a leash; (e) light any fires except in designated picnic areas; (f) fell any trees or injure or damage any landscaping; (g) interfere with any drainage, utility or access easements; (h) build any structures, recreational or other common facilities other than those approved by the Design Review Board; (i) discharge any liquid or material other than natural drainage into any lake, pond or water course; (j) alter or obstruct any lakes, ponds or water courses; or (k) interfere with any water control structures or apparatus. Nor shall any person violate rules and regulations that may be established by the Association governing the use of the Common Improvements.

3.6 Use of Common Improvements. Common Improvements shall be used as follows.

3.6.1 Recreation Areas. Recreation areas include those portions of the Committed Property designated for recreational use by the Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, or the Association. Recreation areas shall be used only for recreational purposes in a manner consistent with any improvement of such recreational area subject to any rules and regulations of the Association. The Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, or Association, in its sole discretion, shall determine the manner of making improvements to recreation areas and the use thereof.

3.6.2 Open Spaces. Open spaces means those portions of the Committed Property designated for use other than for residential use by the Developer or the Association. The Developer, for so long as the Developer shall own any portion of the Committed Property, shall have the absolute right, in its sole discretion, to modify its plan for beautification of the Committed Property and specifically to modify the appearance of open spaces and thereafter the Association shall have the same right as

long as the general quality of such beautification plan is not materially or detrimentally changed.

3.6.3 Drainage Areas. Drainage areas means those portions of the Committed Property designated as Drainage Areas, or Drainage Easements (collectively hereinafter "Drainage Areas") by the Developer or the Association which shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with the original design thereof by the Developer and in accordance with the requirements of applicable governmental authorities. The "D.O.T. Easements" or any other "Drainage Easements" shown on any Plat or conveyance shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the Developer or the Design Review Board. In the event of a dissolution or termination of the Association, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

3.6.4 Lake Areas. Lake areas means the lakes, located wholly or partially within the Committed Property and the maintenance areas surrounding same and those portions of the Committed Property designated by Developer or the Association which contain water, the boundaries of which shall be subject to accretion, reliction or other natural minor changes. The lake areas shall be kept and maintained by the Association as bodies of water, together with any adjacent shoreline which is designated as Common Improvements, in an ecologically sound condition for recreation, water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The Developer, the Association or the Neighborhood Associations shall not be obligated to provide supervisory personnel or lifeguards for the lake areas.

3.6.5 Streets. Streets means those portions of the Committed Property designated as streets by the Developer or the Association, and all improvements including, but not limited to entranceways, street lights and walkways, which shall be kept and maintained as private streets to provide a means of ingress and egress to and from dedicated streets and between and among all portions of the total property. Street lights, paths and utility lines appurtenant to the streets shall be installed as the Developer or the Association from time to time shall determine necessary. Streets shall further be divided into categories as follows:

3.6.5.1 Major Streets. Major streets means those streets which are major arterials leading to and providing access to neighborhood streets.

3.6.5.2 Neighborhood Streets. Neighborhood streets means those streets located solely within a neighborhood that are governed and controlled by a Neighborhood Association.

3.6.5.3 Private Streets. Private streets means those streets which are located solely within a neighborhood and are designated as private streets by the Developer or the Association, and to which access is further limited by means of an additional separate guarded entranceway and permission must be obtained from the Owners within the neighborhood for entrance.

3.6.6 Paths. Paths means those portions of the Committed Property designated as paths by the Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, or the Association and all improvements thereon, including, by way of illustration and not limitation, street lights, bridges and accessways which shall be kept and maintained by the Association.

3.7 Residential Property. Residential property is that portion of the Committed Property upon which dwelling units may be constructed and shall be for residential use only. No commercial or business use may be carried on the residential property. Nothing herein, however, shall preclude an Owner from conducting In-Home Business Activities (as defined hereinafter), provided that such Owner receives the prior written approval of the Board. Such approval may be withheld for any reason, including failure to pay assessments, in the Board's sole discretion. In-Home Business Activities as used herein shall only mean and include business activities conducted solely within a dwelling located within a unit and which do not cause, create or entail any of the following:

(1) increased vehicular traffic or parking on the Committed Property;
(2) clients, customers, or patrons visiting or entering the Committed Property;
(3) sales activity or solicitation within the Committed Property;
(4) any form of advertising or signage on or within the Committed Property;
(5) delivery of supplies or other items to any portion of the Committed Property; and
(6) any other manifestation of such business activity which may be construed a nuisance, in the sole, unfettered discretion of the Board of Directors.

3.8 Commercial Areas. Except as may be specifically permitted by the Developer, during the period while he has the right to appoint the Board, or the Association no commercial areas shall be established or maintained in the Committed Property.

3.9 Use of Committed Property by the Developer. Except as may be limited in these Covenants, the Developer and its successors, nominees and assigns shall have

the right to make such uses of the Committed Property as the Developer shall, from time to time, determine. Notwithstanding anything to the contrary contained in these Covenants and in recognition of the fact that the Developer will have a continuing and substantial interest in the development and administration of the Committed Property, the Developer hereby reserves for itself and its successors, nominees and assigns, and the Association recognizes, agrees to and acknowledges that the Developer and its successors, nominees and assigns shall have the right to use all Common Improvements and all other portions of the Committed Property in conjunction with and as part of its program of sale, leasing, constructing and developing of and within the Committed Property. The Developer's right shall include, but not be limited to the right to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show dwelling units, lots, and other portions of the Committed Property, and use portions of the Committed Property and dwelling units and other improvements owned by the Developer or the Association for purposes set forth above and for storage of construction materials and for assembling construction components without any cost to the Developer.

3.10 Additional provisions for the Preservation of the Values and Amenities of Heathrow. In order to preserve the values and amenities of Heathrow, the following provisions shall be applicable to the Committed Property.

3.10.1 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Committed Property. Excepted from the foregoing shall be activities of the Developer or the Association in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Committed Property.

3.10.2 Clothes Drying Areas. Except as may be permitted by governmental regulation or law, no portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind when visible from any street or road within the Committed Property.

3.10.3 Antennas, Aerials, Satellite Dishes and Flagpoles. Except as may be permitted by the prior written consent of the Association, or as may be permitted by governmental statutes or regulations, no flagpoles shall be placed upon the Committed Property. Antennas, Aerials and Satellite Dishes are governed as follows:

3.10.3.1 Definitions. The following definitions apply to this Antennas, Aerial Antennas, Satellite Dishes and Flagpoles provision (hereinafter, the "Antenna Provision"):

3.10.3.1.1 "Antenna" means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

3.10.3.1.2 "Covered Antenna" means an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

3.10.3.1.3 "Central Antenna System" means an antenna system installed by the Association to serve more than one Resident simultaneously.

3.10.3.1.4 "Exclusive Use Area" means an area (and airspace) in which the Resident (as hereinafter defined) has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within the Covenants, Articles or Bylaws, and may be implied and/or implicit in the ownership or leasehold of a Unit.

3.10.3.1.5 "Individual Antenna" means an Antenna installed by one Resident (as hereinafter defined) for reception by that Resident.

3.10.3.1.6 "Mast" means a structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

3.10.3.1.7 "Resident" means any person or entity who has a direct or indirect ownership or leasehold interest in a Unit, regardless of whether such person or entity actually lives or dwells on the Unit.

3.10.3.1.8 "Transmission-Only Antenna" means an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

3.10.3.2 Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

3.10.3.2.1 Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.

3.10.3.2.2 Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited.

3.10.3.2.3 Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size may be installed.

3.10.3.2.4 Transmission-Only Antennas that are necessary for the use of Covered Antennas may be installed.

3.10.3.2.5 Masts that are required for the installation of Covered Antennas may be installed.

3.10.3.2.6 All Antennas not listed in items 3.10.3.2.1 through 3.10.3.2.5 immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

3.10.3.3 General Rules

3.10.3.3.1 Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

3.10.3.3.2 Location

3.10.3.3.2.1 Covered Antennas are permitted to be installed solely on Units or Exclusive Use Areas.

3.10.3.3.2.2 If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the dwelling located on a Unit wherever possible.

3.10.3.3.2.3 Covered Antennas shall not encroach upon any Common Improvements, any Unit or Exclusive Use Area of another Resident, Common Improvements airspace, or the airspace of a Unit or Exclusive Use Area of another Resident.

3.10.3.3.2.4 Covered Antennas shall be located in a place shielded from view from dwellings located on other Units, from streets, or from outside the Unit to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must

be located in the least visible location. This section does not permit installation on Common Improvements, even if an acceptable-quality signal cannot be received from a Unit or Exclusive Use Area.

3.10.3.3.2.5 If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

3.10.3.3.3 Installation

3.10.3.3.3.1 Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

3.10.3.3.3.2 All installations shall be completed so that they do not materially damage any Committed Property or void any warranties of the Association, other Residents, or in any way impair the integrity of any dwelling or building on the Committed Property.

3.10.3.3.3.3 A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): $1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

3.10.3.3.3.4 Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.

3.10.3.3.3.5 Residents are liable for any personal injury or damage occurring to Common Improvements, another Resident's Unit or Exclusive Use Areas arising from installation, maintenance, or use of a Covered Antenna, and shall:

(A) pay the repair cost for damages to the Common Improvements, another Resident's Unit or Exclusive Use Areas and any other property damaged by Covered Antenna installation, maintenance, or use;

(B) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and

(C) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance and/or use.

3.10.3.3.3.6 A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

3.10.3.3.4 Maintenance

3.10.3.3.4.1 Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.

3.10.3.3.4.2 If Covered Antennas detach, the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

3.10.3.3.4.3 Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.

3.10.3.3.4.4 If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the Association may enter onto the Unit where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the Unit where the Covered Antenna is located.

3.10.3.3.5 Covered Antenna Camouflaging

3.10.3.3.5.1 Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, dwelling, etc.) on which they are installed.

3.10.3.3.5.2 Covered Antennas installed on the ground and visible from the street or other Unit or Exclusive Use Areas must be camouflaged. A covered antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

3.10.3.3.5.3 Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

3.10.3.4 Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

3.10.3.5 Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Unit.

3.10.3.6 Association Use of Common Improvements for Covered Antenna Installation

3.10.3.6.1 The Association may choose to set aside a portion of Common Improvements for the installation of a Central Antenna System to receive telecommunications signals. If the Association chooses to install a Central Antenna System, the Association may prohibit Individual Antenna installations provided that the following conditions are met:

(A) The Central Antenna System offers the same service from the same provider as the Individual Antenna;

(B) The proportionate costs for both the Central Antenna System installation and the signal reception (including any service fees) must be equal to or lower than the costs for installation and service of an Individual Antenna;

(C) The quality of signals received from the Central Antenna System is equal to or better than that of signals received from Individual Antennas; and

(D) There is no unreasonable delay in receiving the signals.

3.10.3.6.2 If the Association installs a Central Antenna System, it may order the removal of Individual Antennas provided that the Association pays for the removal of the Individual Antennas and reimburses the Residents the value of the Individual Antennas.

3.10.3.7 Mast Installation

3.10.3.7.1 A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.

3.10.3.7.2 Masts extending 12 feet or less beyond the roofline may be installed on Units or Exclusive Use Area Property, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the Unit boundary line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

3.10.3.7.3 Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Improvements and other Units Exclusive Use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.

3.10.3.7.4 Masts must be painted to match the color of the dwelling on the Unit where the Covered Antenna is located.

3.10.3.7.5 Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

3.10.3.7.6 Masts shall not encroach upon Common Improvements or another Unit or Exclusive Use Areas.

3.10.3.7.7 To prevent personal injury and property damage,
Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

3.10.3.8 Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the Unit where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

3.10.3.9 Association Maintenance of Locations upon Which Covered Antennas Are Installed. The following provisions apply to Covered Antennas installed by a Resident on a portion of the Committed Property maintained by the Association:

3.10.3.9.1 If a Covered Antenna is installed by a Resident on a portion of the Committed Property that the Association maintains, that Resident retains responsibility for the maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other Residents. If increased maintenance or damage occurs, the Resident who installed, purchased and/or leased the Covered Antenna is responsible for all such costs. Notwithstanding anything to the contrary, nothing herein shall grant the right to a Resident to install a Covered Antenna on any portion of the Committed Property to be maintained by the Association.

3.10.3.9.2 If maintenance requires the temporary removal of Covered Antennas, the Association shall provide the Resident of the Unit where the Covered Antenna is located with ten days' written notice. Said Resident shall be responsible for removing or relocating the Covered Antenna before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so, at the Resident's expense. The Association is not liable for any damaged to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.

3.10.3.9.3 If Covered Antennas pose immediate threats to Association Residents and personnel or Committed Property, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

3.10.3.10 Notification Process

3.10.3.10.1 Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Design Review Board, care of the Association office. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the Committed Property for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee installation or preclude any danger or safety hazard.

3.10.3.10.2 The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

3.10.3.11 Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

3.10.3.12 Enforcement

3.10.3.12.1 If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:

(A) a declaratory statement by the court with respect to this matter;

(B) an injunction compelling the removal of the antenna;

(C) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation or appeal; or

(D) such other relief as the Association and the court deem appropriate.

3.10.4 Litter. In order to preserve the beauty of the Committed Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property except in closed containers, dumpsters or other garbage

collection facilities deemed suitable by the Association. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property owned by the Developer or its nominee through the period of construction of dwelling units or other structures or improvements upon the Committed Property.

3.10.5 Radio Equipment. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Committed Property without the prior written consent of the Association.

3.10.6 Subdivision or Partition. No Unit shall be subdivided other than with Developer's prior written consent through the period of construction of dwelling units or other structures or improvements upon the Committed Property, and thereafter by the prior written consent of the Association.

3.10.7 Casualty Destruction to Improvements. In the event a dwelling unit or other improvement upon a Unit is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof or the Neighborhood Association administering same shall either commence to rebuild or repair the damaged dwelling unit or improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the dwelling unit or improvement will not be repaired or replaced promptly, shall clear the damaged dwelling unit or improvement and grass over and landscape such residential property in a sightly manner consistent with the Developer's or Association's plan for beautification of the Committed Property. As to any reconstruction of destroyed dwelling unit and other improvement, they shall only be replaced with a dwelling unit or improvements of a similar size and type as those destroyed unless the prior written approval of the Design Review Board is obtained.

3.10.8 Common Improvements. Nothing shall be stored, constructed within or removed from the Common Improvements other than by the Developer, through the period of construction of dwelling units or other structures or improvements upon the Committed Property, except with the prior written approval of the Association.

3.10.9 Insurance Rates. Nothing shall be done to or kept on the Common Improvements which shall increase the insurance rates of the Association or a Neighborhood Association without the written consent of the Association.

3.10.10 Use of Water Areas. Boats or other vehicles containing gas, diesel or other form of combustion engines are prohibited upon the water areas. The Developer or the Association shall specifically designate the portions of the water

areas and the corresponding shoreline and beach areas, if any, upon which boats and other vehicles may be stored, docked, or launched, or within which swimming or fishing may be permitted. As of November 2002, no areas in the Committed Property have been designated as areas where swimming is permitted; and the lakeshore contiguous to the fishing dock at Sawyer Lake Park is the only designated fishing area in the Committed Property. Where a Unit adjoins a water area the Owner shall maintain the property and the Association shall maintain the water area.

3.10.11 Water Area Easement. Any wall, fence, paving, planting or other improvement which is placed within a water area easement, including but not limited to easements for maintenance or ingress and egress access, shall be removed, if required by the Association, the cost of which shall be paid for by the Owner as an individual expense Assessment.

3.10.12 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in the Committed Property other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed to roam outside a dwelling unit except on a leash or within a fenced-in area. No household pets shall be permitted to place or have excretions on any Common Improvements or Neighborhood Common Improvements, except in areas designated by the Association or Neighborhood Association, and the Owners of said pets shall be responsible to clean up any excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations of the Association and the Neighborhood Associations, as well as local governmental regulations, and their Owners shall be held accountable for their actions.

3.10.13 No Signs. No sign, advertising or notice of any type shall be permitted in the Committed Property unless required by law or specifically permitted by the prior written consent of the Developer or the Design Review Board. Notwithstanding the foregoing, the Developer specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain signs in connection with construction, marketing, sales and rental of dwelling units and lots and identifying or informational signs anywhere on the Committed Property.

3.10.14 Garbage Containers, Oil and Gas Tanks, Air Conditioners, Pool Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining property. Adequate landscaping shall be installed and maintained by the Owner.

3.10.15 Wall and Window Air Conditioning Units. Wall and window air conditioning units shall not be permitted except with the prior written consent of the Association.

3.10.16 Solar Collectors. The Association shall have the right to regulate solar collectors to the extent permitted by Chapter 163.04, Florida Statutes, as amended from time to time. By way of example, Owners must obtain the prior written approval of the Board as to the specific location where solar collectors may be installed on the roof. The Board may designate any location within an orientation to the south or within 45 degrees east or west of due south, provided that such location does not impair the effective operation of the solar collectors.

3.10.17 Maintenance of Premises. In order to maintain the standards of the Committed Property, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Committed Property, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All improvements shall be maintained in their original condition as approved by the Design Review Board. All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. Upon failure to maintain the premises as aforesaid to the satisfaction of the Developer, the Association or the Design Review Board, and upon the Neighborhood Association's or Owner's failure to make such improvement or corrections as may be necessary after having been given written notice by the Developer or Association, (which written notice does not have to be given in the case of emergency, in which event, the Developer or Association may without any prior notice directly remedy the problem), the Developer or Association may enter upon such premises and make such improvements or correction as may be necessary, the cost of which shall be paid by the Association, Neighborhood Association or Owner, as the case may be, and if the Owner or Neighborhood Association fails to make payment within fifteen (15) days after requested to do so by the Developer or the Association, then the payment requested shall be a lien in accordance with the provisions of Article 7 of these Covenants. The Developer or the Association may bring an action at law or in equity to enforce the provisions of this paragraph. Such entry by the Developer or the Association or its agents shall not be a trespass; and by acceptance of a deed for a lot or dwelling unit, the Owner has expressly given the Developer and the Association the continuing permission to make such an entry. All references to the Developer in this paragraph shall apply through the period of construction of dwelling units or other structures or improvements upon the Committed Property.

3.10.18 Vehicles and Recreational Equipment. No truck or commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or vans, or the like shall be permitted to be parked or to be stored at any place on the Committed Property unless

they are parked within a garage, or unless the Developer or Association has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery and other commercial vehicles, nor to vans for personal use which are in acceptable condition in the sole opinion of the Association (which favorable opinion may be changed at any time), nor to any vehicles of the Developer. No on-street parking shall be permitted unless for special events approved by the Association or Developer.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association at the sole expense of the 0wner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

3.10.19 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Committed Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Committed Property must be completed within two (2) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the Committed Property as necessary for the operation and maintenance of the Committed Property.

3.10.20 Prohibited Structures. No structure of a temporary character including by way of illustration but not limitation, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Committed Property at any time without the express written permission of the Design Review Board.

3.10.21 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature, including by way of illustration and not limitation, garage sales (unless sponsored by the Association), advertising on any Unit, excessive deliveries, and vehicles causing congestion or roadway blockage in the neighborhood. Any questions with regard to the interpretation of this section shall be decided by the Association whose decision shall be final.

3.10.22 Compliance with Documents. Each Owner and his family members, guests, invitees, and lessees and their family members, guests, and invitees shall be bound by and abide by these Covenants. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in

any manner with, such individual's presence within the Committed Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which shall be paid for by the Owner as an individual expense Assessment. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of these Covenants shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

3.10.23 No Implied Waiver. The failure of the Association or the Developer to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Heathrow documents (including any rules now or hereafter promulgated) shall in no event be deemed a waiver by the Developer or the Association or any other party having an interest therein.

ARTICLE 4

DESIGN REVIEW

4.1 Intent. It is the intent of this Article to provide a mechanism by which the Association may take reasonable steps to maintain the aesthetic integrity and consistency of the Committed Property in the condition and appearance in which same is initially developed and constructed but, at the same time, facilitating the orderly development of the Committed Property (including homes and related improvements thereon) in a manner consistent with the plans, policies and intent of the Developer.

4.2 Design Review Board. The Board of Directors of the Association shall appoint the Design Review Board (hereinafter "Design Review Board"), the purpose of which is to carry out the intent of this Article. The Design Review Board shall consist of not less than three (3) and no more than seven (7) members, each of whom shall serve at the pleasure of the Board of Directors. In the event that the Board of Directors of the Association shall fail to appoint a Design Review Board or shall affirmatively elect not to do so and instead elect to perform such role, then the Board of Directors itself shall perform the functions of the Design Review Board hereunder.

The Design Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Article; provided, however, that no such rule or regulation shall be effective unless and until same is approved by the Board of Directors of the Association.

A majority of the Design Review Board may take any action the Design Review Board is empowered to take, may designate a representative to act for the Design Review Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Design Review Board, the Board of Directors shall have full authority to designate a successor. The members of the Design Review Board shall not be entitled to any compensation for services performed pursuant to this Covenant, unless engaged by the Association in a professional capacity. The Design Review Board shall act to approve or disapprove completed applications submitted to it within thirty (30) days after receipt of the completed application including all further documentation required by the Design Review Board. No request for approval shall be valid or require any action unless and until all Assessments on the applicable Unit, including but not limited to, any interest and late charges thereon, have been paid in full.

4.3 Required Approval. No building or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios or patio extensions, fences, walls hedges, other landscaping, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, birdhouses, other pet houses, swales, asphalting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Unit until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Design Review Board have been approved, if at all, in writing by the Design Review Board and all necessary governmental permits are obtained. Conversions of garages to living space or other uses are hereby made subject to this Article as well. Each building, wall, fence (if any) or other structure or improvement of any nature, together with landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole and uncontrolled discretion of the Design Review Board are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any material change in the appearance of landscaping, shall be deemed an alteration requiring approval.

In light of the fact that the types, styles and locations of Units may differ among the Neighborhoods (i.e., those distinct areas governed by Neighborhood Covenants), in approving or disapproving requests submitted to it hereunder the Design Review Board may vary its standards among the Neighborhoods to reflect such differing characteristics. Accordingly, the fact that the Design Review Board may approve or disapprove a request pertaining to a Unit in one Neighborhood shall not serve as

precedent for a similar request from an Owner in another Neighborhood where the latter has relevant characteristics differing from the former. In determining standards for architectural approval in specific Neighborhoods, the Design Review Board may, but shall not be required to, consult with the applicable Neighborhood Committee in such regard, provided that the Design Review Board shall be the final authority in determining and enforcing such standards.

In the event that any new improvement or landscaping is added to a Unit, or any existing improvement on a Unit is altered, in violation of this section, the Association shall have the right (and an easement and license) to enter upon the applicable Unit and remove or otherwise remedy the applicable violation after giving the Owner of the Unit at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work plus a surcharge of $25.00 or thirty-five percent (35%) of the aforesaid costs, whichever is greater, shall be a Special Assessment against the Unit, which Assessment shall be payable upon demand and secured by the lien for Assessments provided for in these Covenants.

The approval of any proposed improvements or alterations by the Design Review Board shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Design Review Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

The Design Review Board may, but shall not be required to, require that any request for its approval be accompanied by the written comments of the Owners of the Units [up to five (5)] adjoining the Unit proposed to be altered or further improved as described in the request.

4.4 New Construction. Notwithstanding anything in this Article or these Covenants to the contrary, the initial construction of homes or other improvements within the Committed Property shall not be subject to review and approval by the Design Review Board or otherwise fall under the jurisdiction of this Article as long as, but only for so long as, same is approved pursuant to deed restrictions or other similar requirements imposed by the Developer in its own name and right. Accordingly, it is contemplated that the Developer will impose such restrictions and that same shall be applicable until a certificate of occupancy for the applicable home is issued or same is conveyed to and/or occupied by a homeowner, at which point the Developer-imposed

restrictions shall no longer apply and, instead, such home and the lot upon which it is situated shall automatically become subject to provisions of this Article 4.

ARTICLE 5

EASEMENTS

5.1 Grant of Easements. The Developer hereby grants the following easements:

5.1.1 Right of Way. A nonexclusive perpetual easement over and upon the streets on the Committed Property for ingress, egress and access to and from, through and between the Committed Property and publicly dedicated streets and from portions of the Committed Property to other portions of the Committed Property in favor of the Developer, the Association, the Neighborhood Associations, and all agents, employees, lessees, invitees or other designees of the Developer or the Association or the Neighborhood Association, the Owners and all governmental and quasi-governmental agencies and service entities having jurisdiction over the Committed Property while engaged in their respective functions.

5.1.2 Right to Enter Upon the Committed Property. An easement for ingress, egress and access in favor of the Developer, the Association, and all agents, employees, or other designees of the Developer or the Association to enter upon each lot, dwelling unit, Common Improvements, or other portions of the Committed Property for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner, Neighborhood Association, or the Association, as applicable, including but not limited to the Association's obligation to maintain and repair the water area easements associated therewith. Such easement shall include an easement in favor of the Association and the Developer to enter upon the Common Improvements now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the Developer or the Association hereafter redesignates them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Association or the Developer to maintain, repair, or construct any dwelling unit or other improvement which an Owner is required to maintain, construct or repair.

5.1.3 Drainage. A nonexclusive easement shall exist in favor of the Developer, the Association, and their employees, or other designees, the Neighborhood Association and the Owners for the use of Drainage Areas established throughout the Committed Property and an easement for ingress, egress, and access to enter any portion of the Committed Property in order to construct, maintain and/or

repair any Drainage Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement provided for in this Article.

5.2 Reservation of Easements. The Developer retains the right to grant easements on, upon, over, across, through and under the Committed Property as deemed to be in the best interests of and proper for the Committed Property, so long as the Developer owns any property within the Committed Property for the purposes and uses hereinafter specified:

5.2.1 Utility and Governmental Services Easements. A nonexclusive easement to provide for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service including police and fire protection, and postal service including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the Developer and the Association and all appropriate utility companies, agencies, franchises or governmental agencies.

5.2.2 Easement for Encroachments. An easement for encroachment in favor of the Developer, the Association, the Neighborhood Associations, the Owners, and all persons entitled to use that portion of the Committed Property in the event any portion of the improvements located on any portion of the Committed Property now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. An easement for the maintenance and use of the encroaching improvements in favor of the Developer, the Association, the Neighborhood Association, the Owners and all their designees.

5.3 Assignments. The granting of easements reserved by the Developer may be assigned by the Developer in whole or in part to the Association, any town, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Developer.

ARTICLE 6

ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

6.1 Creation of Association. The Developer has formed the Heathrow Master Association, Inc. for the purpose of holding title to the Common Improvements and enforcing these Covenants as such rights of enforcement are provided herein or which

may be assigned to it from time to time by the Developer. The Association shall also have such other powers and duties as are prescribed in these Covenants and by its Articles of Incorporation and Bylaws. 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.

6.2 Creation of Neighborhood Associations. The Developer also created Neighborhood Associations in such form and manner as was necessary to carry out the intent of the Developer for the growth of Heathrow. The Neighborhood Associations may, but are not required to have jurisdiction over multiple Neighborhoods and shall: (a) abide by these Covenants; (b) enforce their Neighborhood Covenants or other deed and use restrictions; (c) maintain their Neighborhood Common Improvements; (d) administer the affairs of the property governed by the Neighborhood Association; and (e) perform such other duties as are prescribed in their Neighborhood Association Covenants, by their Articles of Incorporation and Bylaws or which may be assigned to it from time to time by the Association or the Developer.

6.3 Power of Association over Neighborhood Associations. The Association shall have the power to enforce the Covenants of the Association and all Neighborhood Associations. The Association shall have the absolute power to veto any action taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken, by any Neighborhood Association.

By way of illustration and not as to limitation, the Association may: (a) veto any decision of a Neighborhood Association; (b) require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the property governed by a Neighborhood Association; (c) require that a proposed budget of a Neighborhood Association include certain items and that expenditures be made therefore; and (d) in the event that a Neighborhood Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Association, in its sole discretion), have, and may exercise, the Neighborhood Association's right of approval, disapproval or enforcement as to the matter. If the Neighborhood Association fails to comply with any requirements set forth by the Association, the Association shall have the right to take action on behalf of the Neighborhood Association and shall levy an Assessment in an amount adequate to recover the Association's cost and expenses (including administration) associated with the taking of the action. The Assessment shall be levied against all or a portion of the Units governed by the Neighborhood Association and each Owner shall be liable for his pro rata share of the Assessment. The Assessment will be levied as a Special Assessment as provided in Article 7 of these Covenants.

6.4 Power and Authority. The Association shall have the power and authority to enter into contracts, franchises or service agreements on a non-exclusive or exclusive basis to provide necessary outside services to the Owners. By way of illustration and not as a limitation, the Association may enter into contracts for alarm monitoring, garbage and waste collection, cable television and other communications, landscape maintenance and other common services. The Association shall provide for payment of the cost and expense of such services by Assessment pursuant to Article 7 of these Covenants, or provide for direct billing to each Owner or a Neighborhood Association.

6.5 Approval or Disapproval of Matters. Whenever the decision of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with this Article 6 and the Articles and Bylaws, except as otherwise provided herein.

6.6 Acts of the Association. Unless the approval or action of the Members, and/or a certain specific percentage of the Board, is specifically required in these Covenants, the Articles or Bylaws, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Members. The Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

6.7 Membership in the Association. There shall be the following three classes of membership in the Association:

6.7.1 Neighborhood Association Member. Each Neighborhood Association shall be a Member of the Association. No Owner of a Unit which is subject to the jurisdiction of a Neighborhood Association shall be deemed a Member of the Association, except for Developer.

6.7.2 Owner Member. 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 Association. 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.

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

6.8 Current Lists of Unit Owners. Upon request by the Association, any Neighborhood Association shall provide the Association with the names and addresses of all or any Owners of Units which are subject to the jurisdiction of the Neighborhood Association.

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

6.10 Board of Directors. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as follows:

6.10.1 Appointed by Developer. 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 Heathrow 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 Heathrow 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 6.10. This Section 6.10.1 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.

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

6.10.3 Election of Board. After the Developer no longer has the right to appoint any of the Board under 6.10.1 and 6.10.2, or earlier if the Developer so elects, then and only then shall the Board be elected by the Members of the Association. At the first annual meeting where the Board is elected by the Members, the Members shall elect nine (9) Directors for staggered terms as follows: (a) the three (3) candidates receiving the first, second and third highest number of votes shall each be elected to serve for a term of three (3) years; (b) the three (3) candidates receiving the fourth, fifth and sixth highest number of votes shall each be elected to serve for a term of two (2)

years; and (c) the three (3) candidates receiving the seventh, eighth and ninth highest number of votes shall each be elected to serve for a term of one (1) year.

At each annual meeting of the Members thereafter (hereinafter referred to as a "Subsequent Member Meeting"), the Members shall elect Directors to replace the Directors whose terms are expiring. In order that one-third (1/3) of the Board of Directors shall be elected at each annual meeting of the Members, each Director elected at a Subsequent Member Meeting, shall be elected to serve for a term of three (3) years.

Notwithstanding anything to the contrary set forth in the Covenants, Articles or Bylaws, Boards elected by the Members shall have a maximum of (two) 2 Directors less than a majority elected or appointed from any one Neighborhood Association, unless: (a) no person from another Neighborhood Association is nominated at a meeting to elect Directors or (b) no person nominated from another Neighborhood Association is able or willing to serve. For purposes of this Section 6.10.3, a Director who is a member, officer, director or Neighborhood Voting Representative of a Neighborhood Association shall be deemed to be "elected or appointed from the Neighborhood Association."

If, at any time during his term, a Director who was elected from one Neighborhood Association no longer owns a Unit governed by that Neighborhood Association and either purchases or still owns a Unit governed by any other Neighborhood Association within Heathrow (hereinafter referred to as the "Subsequent Neighborhood Association"), the Director shall be deemed to have been elected from the Subsequent Neighborhood Association (such a Director shall hereinafter be referred to as a "Moving Director"). If allowing the Moving Director to remain on the Board would violate the restrictions set forth above regarding the number of Directors from one Neighborhood Association, then the Moving Director shall be deemed to have resigned his position as a Director. This resignation shall be automatic as of the date the Moving Director no longer owns a Unit subject to the original Neighborhood Association and requires no action by the Moving Director or by the remaining Directors. The remaining Directors shall appoint a replacement to serve the remainder of the Moving Director's term. A replacement Director may be appointed from any Neighborhood Association, provided that a maximum of two (2) Directors less than a majority may be from any one Neighborhood Association, unless no person from another Neighborhood Association is able or willing to serve.

6.10.4 Powers of Board. All of the duties and powers of the Association existing under Chapter 617 and Chapter 720 of the Florida Statutes, the Covenants, the 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.

6.10.5 Vacancies. 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.

ARTICLE 7

ASSESSMENTS

7.1 Responsibility. Each Owner shall be responsible for the payment of Assessments for common expenses to the Association as hereinafter provided.

7.2 Determination of Assessments for Common Expenses. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the expenses to be incurred by the Association during the fiscal year (referred to herein as "Common Expenses"). In determining the budget for any fiscal year, the Board may take into account Common Improvements, Units, and Proposed Units that may be created from the change of status of Uncommitted Property into Committed Property during the fiscal year. The Board shall then establish the Assessment for Common Expenses per Unit, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Units and Proposed Units within the Committed Property (referred to herein as "Assessment for Common Expenses"). The Association shall then promptly notify all Owners in writing of the amount, frequency, and due dates of the Assessment for Common Expenses per Unit. From time to time during the fiscal year, the Board may revise the budget for the fiscal year. Pursuant to the revised budget the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Unit. If the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make Special Assessments, as defined in 7.6 of these Covenants, for Common Expenses, which shall be levied in the same manner as provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessments for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (2) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Owner be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

7.3 Units: Units shall be established in the following manner:

7.3.1 Platted Property. Upon the recording of a final plat in the public records of Seminole County, Florida, the purpose of which is to create a single family subdivision, one Unit is allocated to each platted single family homesite. Notwithstanding the foregoing, in the event that the Owner of a single-family platted homesite acquires title to a single-family platted homesite adjacent thereto and uses same as an extension of the first homesite, the second homesite shall not be subject to Assessment hereunder unless and until (i) same is conveyed to a person not owning an adjacent homesite or (ii) the owner of the subject homesite obtains a permit for the construction of a single-family dwelling thereon.

7.3.2 Multi- family Property. Any portion of the property being developed for residential use, other than single family, is allocated one Unit for each dwelling unit for which construction has commenced. Commencement of construction shall be determined as of the date in which a building permit has been issued by Seminole County, Florida, or other applicable governmental authority. The number of dwelling units shall be based upon the number of discrete areas that are to be created within the applicable portion of the property that are intended for use and occupancy by a single family or household, whether on a permanent or transient basis. The number of dwelling units shall be determined by the Design Review Board at the time the plans and specifications are approved by the Design Review Board.

7.3.3 Other Property. Any portion of the property that is not owned by the Developer and that has not been allocated a Unit in accordance with paragraphs 7.3.1 and 7.3.2 above shall be allocated one Unit for each two dwelling units allowed for such property under the then current land use plan approved by Seminole County.

7.3.4 Dividing or Combining Units. In the event any single family homesite or multi-family dwelling unit (which is a previously established Unit in accordance with 7.3.1 or 7.3.2 above) is subdivided into two (2) or more homesites or dwelling units, the Unit attributable to said homesite or dwelling unit shall be prorated between the Owners. The combination of any two (2) or more single family homesites or multi-family dwelling units (which is a previously established Unit in accordance with 7.3.1 or 7.3.2 above), into a single homesite or dwelling unit shall not vary the number of Units initially to said homesite or dwelling units, except as specifically provided in the last sentence of section 7.3.1, above.

7.3.5 Appurtenance. Once Units have been established as provided for in 7.3.1 or 7.3.2 above: they may not be terminated or decreased for any reason, including by way of illustration and not as to limitation, the destruction of any improvement, vacation of any plat or termination of any form of collective multi-family

ownership that may have given rise to such Unit; the Unit allocated to such property may be increased by the occurrence of any event that would have resulted in an allocation of a greater number of Units in the first instance.

7.3.6 Increase or Decrease in Units. Where Units have been established in accordance with 7.3.3, the Units so established may increase or decrease upon the occurrence of events that would require establishment of Units under the provisions of 7.3.1 or 7.3.2.

7.3.7 Change in Units. In the event that the number of Units for any Committed Property changes during a fiscal year, then the Assessment for Common Expenses attributable to such property shall be prorated as of the date of such change.

7.4 Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Owner shall be required to and shall pay to the Association an amount equal to the Assessment for Common Expenses on each Unit owned by the Owner.

7.5 Assessments for Common Expenses while Developer Appoints a Majority of the Board. Notwithstanding anything contained in this Article 7 to the contrary, during the period when Developer appoints a majority of the Board, Developer shall have the option to (a) subsidize the excess of Common Expenses over the Assessments for Common Expenses, but shall not be liable for any Assessments for Common Expenses for any Units owned by Developer; or (b) pay Assessments for any Units owned by Developer the same as all other Owners. After the Developer no longer appoints a majority of the Board, the Developer shall pay Assessments for any Units owned by Developer the same as all other Owners.

7.6 Special Assessments. The Board of the Association may levy Assessments other than annual operating Assessments (referred to herein as "Special Assessments") at any time to exercise its responsibilities as provided in these Covenants. If a Special Assessment is levied: in the event that the Assessment for Common Expenses is insufficient to pay the Common Expenses for the fiscal year; or in the event that the Association reserves are insufficient to cover necessary expenditures for capital improvements or replacements; or to retire indebtedness incurred to improve the Common Improvements; or any other purposes that relate to the Members of the Association or Owners, then the Special Assessment shall be levied only on the Units as of the date that the Board levied the Special Assessment. A Special Assessment may be levied by the Association against the property of an Owner or a non-member of the Association or against a Neighborhood Association for any violation of these Covenants in which the Association would seek to recover expenditures made to correct such violation.

7.7 Monetary Defaults and Collection of Assessments.

7.7.1 Interest and Penalty Fees. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may charge such Owner interest and/or penalty fees at the highest rate permitted by law, on the amount owed to the Association.

7.7.2 Acceleration of Assessments. In addition, if any Owner is in default in the payment of any Assessment or any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the Association.

7.7.3 Collection. In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies, initiating legal proceedings for the collection of such Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses, including by way of illustration but not limitation, attorneys fees for any work done prior to filing a law suit, incurred by the Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it; and if the Association becomes the Owner of any property by reason of such foreclosure, it shall offer such property for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments or monies due It. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest, then to attorneys' fees and costs, then to any unpaid Assessments or monies owed to the Association in the inverse order that the same were due.

7.7.4 Lien for Assessment and Monies Owed to Association. The Association shall have a lien on all property owned by any Owner for any unpaid Assessments (including any Assessments which are accelerated pursuant to these Covenants) or other monies, including by way of illustration but not limitation, attorneys fees for any work done prior to filing a law suit, owed to the Association by such Owner, and for interest, reasonable attorneys fees and costs incurred by the Association incident to the collection of the Assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. The lien is effective from and after the recording of a claim of lien in the public records of Seminole County, Florida, stating the description of the property, the name of the Owner which owns the property, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7 7.5 Transfer of Property after Assessment. The Association's lien shall not be affected by the sale or transfer of any Unit. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, and other costs and expenses owed to the Association which are attributable to any Unit purchased by or transferred to such new Owner. Any new Owner of a Unit shall be liable for the prior Owner's share of all Assessments, interest and other costs and expenses owed to the Association which are attributable to such Unit. Any Owner, upon demand, shall be entitled to receive from the Association a statement as to any then unpaid Assessments, interest, or other costs or expenses owed to the Association by such Owner, and any purchaser or transferee of any Unit shall have the right to rely on such statement.

7.7.6 Subordination of the Lien to Mortgages. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an institutional lender recorded prior to the recording of a Claim of Lien by the Association. The lien of he Association for Assessments or other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The sale or transfer of any property which is subject to such a first mortgage of an institutional lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest, expenses or other monies owed to the Association which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the holder of any first mortgage in favor of an institutional lender, nor any purchaser at a foreclosure sale arising from such first mortgage, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer. If the Association's lien or its rights to any lien for any

such Assessments, interest, expenses or other monies owed to the Association by any Owner is extinguished as aforesaid, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

7.7 Defaults and Enforcement. If any Owner fails to pay any Assessment for Common Expenses when due, the Association shall have the following rights, including but not limited to the charging and collection of interest, penalties, the recording of a Claim of Lien and the foreclosure of same, and the acceleration of Assessments for Common Expenses for the next twelve (12) month period.

7.8 Non-Monetary Defaults. In the event of a violation by any Member, Neighborhood Association, or Owner (other than the non-payment of any Assessment or other monies) of any of the provisions of these Covenants, or of the Articles or Bylaws, the Association shall notify the Member, Neighborhood Association, or Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member, Neighborhood Association, or Owner fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after written notice by the Association, the Association may, at its option:

7.8.1 Specific Performance. Commence an action to enforce the performance on the part of the Member, Neighborhood Association, or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.8.2 Damages. Commence an action to recover damages; and/or

7.8.3 Corrective Action. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by these Covenants.

7.8.4 Expenses. All expenses incurred by the Association in connection with the correction of any failure, or the commencement of any action against any Member, Neighborhood Association, or Owner, including reasonable attorneys' fees and costs, whether suit be filed or not, shall be a Special Assessment assessed against the applicable Member, Neighborhood Association, or Owner, and shall be due upon written demand by the Association and collectable as any other Special Assessment under this Article.

7.9 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by these Covenants, the Articles, or the

Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

7.10 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of these Covenants, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.11 Enforcement By or Against Other Persons. In addition to the foregoing, these Covenants may be enforced by Developer, or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce these Covenants shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of these Covenants. In addition to the foregoing, any Neighborhood Association or Owner shall have the right to bring an action to enforce these Covenants against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Neighborhood Association or Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

7.12 Certificate as to Unpaid Assessments or Default. Upon request by any Member, or the Owner of any Unit, or any institutional lender holding a mortgage encumbering any Unit, the Association shall execute and deliver a written certificate as to whether or not such Member or Owner, and any applicable Neighborhood Association having jurisdiction over the Owners' Unit, is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of these Covenants.

ARTICLE 8

TAXES AND INSURANCE

8.1 Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned or maintained by the Association, as a Common Expense.

8.2 Insurance. The Association shall purchase insurance as a Common Expense, as follows:

8.2.1 Hazard Insurance. Hazard insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all Common Improvements and property owned by the Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of the Board.

8.2.2 Liability Insurance. Comprehensive general liability insurance protecting the Association from claims for bodily injury, death or damage providing for coverage of at least $1,000,000 for any single occurrence and $5,000,000 in the aggregate.

8.2.3 Fidelity Bonds. Blanket fidelity bonds for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least the sum of three (3) months Assessments on all Units including reserve funds.

8.2.4 Officers and Directors Insurance. Officer and Director liability insurance and liability insurance for Members of the Association, if available, as shall be determined by the Board to be required or beneficial for the protection of the Members of the Board, the officers of the Association and the Members of the Association.

8.2.5 Other Insurance. Such other forms of insurances and coverages and in such amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Improvements and any improvements now or hereafter located thereon or in the best interests of the Association.

8.2.6 Cancellation Notice. All insurance purchased by the Association must include a provision requiring at least thirty (30) days written notice to the Association before the insurance can be cancelled or the coverage reduced for any reason.

8.2.7 Deductible. Any deductible or exclusion under the policies shall be a Common Expense and shall be approved by the Board.

ARTICLE 9

ALARM SIGNALING SYSTEM

9. Alarm Signaling System. All facilities located in the Committed Property shall be prewired and equipped for an alarm signaling system (hereinafter referred to as the "System") as provided for herein, and shall connect to and utilize the security monitoring central station equipment installed by a system vendor selected by the Developer or Association. No construction of a building, including without limitation, residential dwelling, neighborhood commercial, country club or other facility (other than temporary facilities used during construction or development) will be allowed to commence until the Owner of such planned facility submits to the system vendor plans, specifications and other submittals for the facility's system and the system vendor approves said plans and specifications and other submittals in writing.

9.1 Alarm System. The alarm signaling system should include: smoke or fire detection devices in appropriate locations; forceful entry detection devices on all moveable ground floor windows and exterior doors; duress and emergency alarm capabilities; emergency backup power supply; ability to transmit signals to the system vendor's security command center; and exterior audible alarm sounder with fifteen (15) minute cutoff. No equipment shall be approved which is considered to be of low quality and is deemed to be subject to false alarms. The system vendor shall not approve equipment which is not of high signal transmission and receiving quality, or which excludes connectors.

9.2 Performance Manual. Subject to review and approval of the Association the system vendor may issue a performance specifications manual, which from time to time may be revised, describing acceptable levels of alarm signaling systems and equipment. Said manual shall be used as a guideline for Owners in designing, selecting and installing the System, and shall not preclude the system vendor's right to disapprove any proposed plans and specifications for any System.

9.3 Ownership and Maintenance. The ownership and the responsibility for maintenance of all Systems shall be as follows:

9.3.1 Components within Residence. All components of the System located within a residential dwelling unit or other facility shall be the property and the maintenance responsibility of the Owner.

9.3.2 Other Components. Ownership and maintenance responsibility for all other components of the System shall remain with the system vendor. No Owner, other than the system vendor, shall have any right, title or interest in the System described herein as owned by the system vendor or any component, building, lands,

easements or other rights associated with such System, unless specifically conveyed, assigned, leased or otherwise transferred by the system vendor, Developer or Association.

9.4 Upkeep. All components of the System shall be kept in operable condition at all times by their respective Owners. The system vendor shall have the right to enter upon any property for the installation, maintenance or replacement of any equipment owned by the system vendor. The Owner of any dwelling unit or other structure shall not prohibit access to the property or a dwelling unit, or other structure, by the system vendor for such purposes provided that the system vendor gives reasonable notice to the Owner of the need to install, maintain or repair the equipment. Should any component of a System remain inoperable for a period in excess of five (5) days, the Association may exercise its rights as provided In Article 7 of these Covenants as to a non-monetary default.

9.5 Enforcement by Association. Should an Owner fail to install its System in accordance with plans, specifications and other submittals as approved by the system vendor, or if any component of a System is reported to be inoperable for a period in excess of five (5) days, the Association shall notify the Owner of such deficient system to correct the deficiency, or in the case of an inoperable component of the system, notify the Owner to repair the malfunction. If the Owner fails to take action after notification, the Association may file an action for specific performance in a court of competent jurisdiction, or, at the discretion of the Association, the Association may contract for and pay to correct the deficiency or disrepair. The Owner shall reimburse the Association for all expenditures incurred by the Association including administrative costs. If the expenses are not reimbursed within thirty (30) days, the Association may levy a Special Assessment, as provided in Article 7 of these Covenants, to recover said expenditures.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Assignment of Rights and Duties to Association. The Developer may at any time assign and delegate to the Association all or any portion of the Developer's rights, title, interest, duties or obligations created by these Covenants or the Neighborhood Covenants. It is understood that the Association has been formed as a master property owners association in order to effectuate the intent of the Developer for the proper development, operation and management of the Committed Property.

10.2 Waiver. The failure of the Developer or the Association to insist upon the strict enforcement of any provision of these Covenants shall not be deemed to be a waiver of such provision unless the Developer or the Association has executed a

written waiver of the provision. Any such written waiver of any provision of these Covenants by the Developer or the Association may be cancelled or withdrawn at any time by the party giving the waiver.

10.3 Recreational Facilities. A portion of the lands in Heathrow may be utilized for a country club, golf course and other athletic and recreational facilities. The country club, golf course and other athletic and recreational facilities will be owned and operated independently of all other property and facilities in Heathrow. No Owner shall have any right, title, interest or membership in or to the country club, golf course and other athletic and recreational facilities other than such membership as he may choose to purchase from the owner or operator thereof. Anyone playing golf upon the golf course shall have an easement and license to go upon an Owner's land adjacent thereto to retrieve errant golf balls so long as such person does not damage the adjacent property while accomplishing such retrieval. Any golfer causing damage by his errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner of the golf course shall not be responsible therefor. The present or future use of any land in Heathrow as a golf course may be discontinued or suspended at any time by its owner.

10.4 Utility Facilities. It is intended that the disposal of treated effluent (treated to public access level, when required) shall be accommodated in all permissible ways, consistent with all applicable laws, rules and regulations on the Common Improvements. Disposal methods may include, but are not limited to, spray irrigation, lake disposal and percolation systems. Appropriate areas within Heathrow, such as golf course, landscape areas, road tracts, buffers, green belts, and other suitable and permissible areas may be used for disposal by the utilities serving the Committed Property.

10.5 Covenants to Run with the Title to the Land. These Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

10.6 Term of Covenants. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquired title, for a period of fifty (50) years from the date of these Covenants, unless within such time, Members of the Association representing one hundred (100%) percent of the votes of the entire Membership of the Association execute a written instrument declaring a termination of these Covenants. After such fifty (50) year period, unless sooner terminated as provided above, these Covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until Members representing a majority of the

votes of the entire Membership of the Association execute a written instrument declaring a termination of these Covenants. Any termination of these Covenants shall be effective on the date the instrument of termination is recorded in the public records of Seminole County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by Developer so long as Developer owns any property, or holds any mortgage encumbering any property within the Committed Property.

10.7 Amendments of Covenants. Except as herein provided, these Covenants may be amended at any time upon the approval of the Members holding at least two-thirds (2/3) of the voting rights and the approval of the Association as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the Association; provided, however, that until December 31, 2010, no amendment shall be effective without the Developer's express written joinder and consent. The Developer may also amend these Covenants at any time prior to December 31, 2010, by the recordation of an amendatory instrument in the public records of Seminole County executed by the Developer.

10.8 Dedication to Public. Until such time as title to the Common Improvements is conveyed to the Association, the Developer shall have the sole and absolute right at any time, without necessity of approval by the Association, and upon the approval of the Board of County Commissioners of Seminole County, Florida, to dedicate to the public all or any part of the Common Improvements or the Neighborhood Common Improvements as well as any other portion of property deemed appropriate by the Developer. Said dedication will not relieve the Association from the obligation to maintain the improvements located therein where said improvements will not be maintained at the expense of the general public.

10.9 Disputes. In the event there is any dispute as to the interpretation of the Covenants or whether the use of the Committed Property or any portion thereof complies with the Covenants, such dispute shall be referred to the Board. A determination by the Board with respect to any dispute shall be final and binding on all parties concerned. However, any use by the Developer and its successors, nominees and assigns of the Committed Property shall be deemed a use which complies with the Covenants and shall not be subject to a determination to the contrary by the Board.

10.10 Governing Law. The construction, validity and enforcement of these Covenants shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with these Covenants shall be in Seminole County, Florida. Any action or suit brought by or against Owners who constitute all of the members of a specific Neighborhood Association may be brought or defended by such Owners in the name of said Neighborhood Association, and any process, notice of motion or hearing, or other application to any court or judge thereof that is served upon

such Neighborhood Association in connection therewith shall be binding upon such Owners for all purposes without the necessity of individual service.

10.11 Invalidation. The invalidation of any provision or provisions of these Covenants by lawful court order shall not affect or modify any of the other provisions of these Covenants, which other provisions shall remain in full force and effect.

10.12 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

10.13 Conflict. These Covenants shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles of Incorporation shall take precedence over the Bylaws.

10.14 Notice. Any notice required to be sent to any Member or Owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

10.15 Due Process. In addition to all other remedies, and to the maximum extent lawful in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

10.15.1 Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Due Process Committee (as defined below) at which time the Owner shall present reasons why a fine(s) should not be imposed. Fourteen (14) days' notice, or less if permitted by State Statutes, of such meeting shall be given.

10.15.2 Due Process Committee. The Board of Directors shall appoint a committee (hereinafter referred to as the "Due Process Committee") to perform the functions given it under this section. The Due Process Committee shall consist of at least three (3) members who are not officers, Directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, Director or employee. The Due Process Committee may impose fines only upon a majority vote thereof.

10.15.3 Hearing. The alleged non-compliance shall be presented to the Due Process Committee at a meeting at which it shall hear reasons why a fine(s) should not be imposed. A written decision of the Due Process Committee shall be submitted to the Owner by twenty-one (21) days after the meeting, or later if permitted by State Statutes.

10.15.4 Amounts. The Due Process Committee, if its findings are made against the Owner, may impose Special Assessments in the form of fines against the Unit owned by the Owner as follows:

(1) In the case of each violation, a fine of one hundred dollars ($100.00) per day, or greater if permitted by State Statutes, up to a maximum of one thousand dollars ($1,000.00) per occurrence or greater if permitted by State Statutes; provided, however, that

(2) To the extent permitted by law, the Board of Directors may adopt a rule whereby any violations of a continuing nature described in that rule will constitute a separate violation (i.e., be subject to a separate fine) for each day or week (as determined in the rule) it continues after notice to the violating party.

10.15.5 Payment of Fines. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

10.15.6 Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

10.15.7 Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.

10.15.8 Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

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 Coppola
(Signature of Second Witness)

Jenna Coppola
(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: _____
(Signature)
Joe DoBosh
(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 DoBosh, the SR. VP 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 Public - State of Florida
My Commission Expires Jan 16, 2006
Commission # DD084919
Bonded By National Notary Assn.

_____
Notary Signature

Cherine N. Kennings
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Jan 16, 2006

JOINDER 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 MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR HEATHROW* , 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 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: Joe DeBock
(Signature of Secretary)

Joe DeBock
(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.

CHERINE N. KENNINGS
Notary Public - State of Florida
My Commission Expires Jan 16, 2006
Commission # DD084919
Bonded By National Notary Assn.

Notary Signature

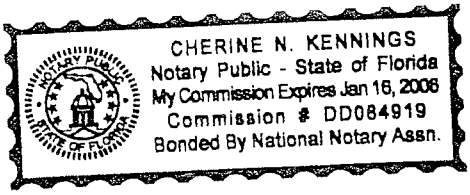
Cherine N. Kennings
Print Notary Name

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 DiBosh, 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.



Notary Signature

Cherine N. Kennings
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: