

18. "IFP" means and refers to an infrastructure facilities provider who or which is in the business of providing infrastructure for the provision of telecommunication services (including, but not limited to, multi-channel video services, voice services, data services and security services) to Heron Isles and the business of arranging for the delivery of such telecommunication services by service providers over such infrastructure. Until otherwise designated by Developer, the IFP shall be Capitol Infrastructure, LLC, its successors and/or assigns.

19. "Service Provider Designation Agreement" means the agreement to be made and entered into by and between the IFP and the Association for purposes of designating the service provider(s) who or which is to deliver telecommunication services to Heron Isles and which is attached as Attachment 1 to this Amendment.

Article III, Section 2, "Purpose of Annual Assessments", is amended to add the following additional sentence to the end of the Section:

The purpose of the Annual Assessments will be to defray the common expenses of the Association, to include, but not be limited to, the operation, maintenance, repair, replacement and improvement of common elements and Common Areas and improvements thereon; for capital improvements to common elements and Common Areas; for administration of the Association; for provision of telecommunication services; for enforcement of this Declaration; and to provide funds to pay any common expenses incurred by the Association.

Article III, Section 3, "Maximum Annual Assessment" is amended to add the following additional subsection to the end of the Section:

(f) Notwithstanding the provisions of subsections (a) through (e) above, each Owner's maximum annual assessment (whether the Initial Maximum Annual Assessment or otherwise) shall not be understood or deemed to include any assessment (whether assessed annually or in twelve (12) monthly increments) the Association may levy on Owners as otherwise set forth in this Declaration for purposes of payments required under any agreement between the Association and service providers for the provision of telecommunication services to Heron Isles and members of the Association. Such assessments for telecommunication services shall be in addition to, and not a part of, any maximum annual assessment otherwise described herein, and the Association is not limited in its assessments for telecommunication services by the provisions of subsections (a) through (e) above.

Article VIII, Section 4, "Cable Television Easement" is amended to add the following sentences to the end of the Section:

Declarant further reserves the right to establish from time to time additional telecommunication easements including, without limitation, the Communication Easement (as defined in Article XI, Section 13 herein), within Heron Isles as necessary to allow the IFP to provide infrastructure and to arrange for the provision of

telecommunication services to all Lots and common elements and Common Areas to be served thereby. Each Lot and common element and Common Area is further burdened with the Communication Easement to allow IFP to install fiber optic service lines and any necessary appurtenant equipment from the private easement reserved within this paragraph to each structure that is to be provided telecommunication services by the service providers designated by IFP. The Association acknowledges the Communication Easement set forth herein and its applicability to common elements and Common Areas now existing and which may be established from time to time.

Article XI, "Restrictions Affecting Residential Lots" is amended to add the following additional Section 13 to the Article:

13. Telecommunication Services.

(a) Declarant, in its sole discretion, may, but shall not be required to, enter into an agreement with an IFP for the installation, within Heron Isles, of facilities and equipment (the "Infrastructure") necessary to provide cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services, and/or other telecommunication services (the "Telecommunication Services") and a bulk service agreement ("Bulk Service Agreement") with one or more service providers designated by IFP under the terms of the Service Provider Designation Agreement for the provision of Telecommunication Services to Owners and the Association. Owner understands and acknowledges that any such Bulk Services Agreement may require mandatory participation by all Owners and may result in charges to the Association which is included in the Assessments levied by the Association. Declarant expressly reserves the right to enter into exclusive or non-exclusive agreements for Infrastructure and Telecommunication Services on such terms, and with affiliated or non-affiliated third parties, as may be determined by Declarant in its sole discretion. Each Owner understands and agrees that Declarant may own interests or participate in the profits with the Infrastructure or Telecommunication Services provider, and the Owner and the Association hereby waives any and all rights to such participation interests and the revenue derived from such agreements between Declarant and the providers and/or the IFP.

(b) In order to make available to Owners state of the art Infrastructure and Telecommunication Services, an exclusive easement (the "Communication Easement") over the Property has been granted to the IFP and will be made available as necessary to service providers designated by the IFP which will provide certain Telecommunication Services to the Property.

(c) The Association shall also be responsible for fulfilling its obligations under the Service Provider Designation Agreement and each Bulk Service Agreement. The Association and each of its members acknowledge that provision of Telecommunication Services pursuant to Bulk Service Agreements shall be subject to usage policies and minimum equipment requirements of the service providers with respect to the services provided. The Association acknowledges the Communication Easement and its

applicability to common elements and Common Areas now existing and which may be established from time to time.

(d) By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners to pay to the Association assessments related to Telecommunication Services provided on behalf of Owner pursuant to Bulk Service Agreements including monthly fees with respect to each service provided. Said assessments shall be fixed, established and assessed as provided in Article III, Sections 6 through 9.

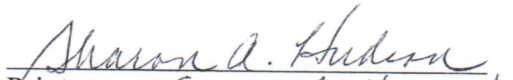
(e) Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters the terms relating to the provision of telecommunication facilities and services, the assessments related thereto, or the Communications Easement, must have prior approval of the IFP.

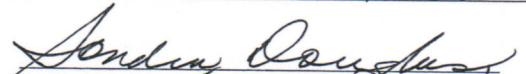
(f) The IFP shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to telecommunication facilities and services, the assessments related thereto, its contract with the Association, or the Communications Easement.

Capitalized terms as used herein shall have the same meaning as set forth in the Declaration unless otherwise indicated.

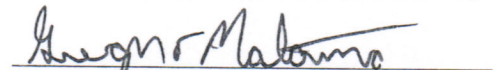
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first written above.

Signed, sealed and delivered
In the presence of


Print name: SHARON A. HUDSON


Print name: Sandra Douglas

Heron Isles Joint Venture, LLP,
a Florida limited liability partnership


Gregory E. Matovina
Managing Partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of April, 2005 by Gregory E. Matovina, as Managing Partner of Heron Isles Joint Venture, LLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me and did not take an oath.

Sharon A. Hudson

Print name: SHARON A. HUDSON

NOTARY PUBLIC STATE OF
FLORIDA

My commission expires:

Commission Number:



SHARON A HUDSON
My Commission # DD 268213
Expires: Dec 11, 2007

CONSENT AND JOINDER BY OWNER

Robert F. Galione and Ann C. Galione, as Owners of a Lot included in the Property, hereby joins in this First Amendment to Declaration of Covenants, Conditions and Restrictions for Heron Isles for the purpose of consenting thereto and to acknowledge that the Lot owned by me is fully subjected to and benefited by all the terms and provisions of this Declaration.

Signed, sealed and delivered
in the presence of:

Michael Cassis
Printed name Michael Cassis

Sandra K. Douglas
Printed name Sandra K. Douglas

Robert F. Galione
Robert F. Galione

Ann C. Galione
Ann C. Galione

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20th day of April, 2005 by Robert F. Galione and Ann C. Galione. They are personally known to me or produced N/A as identification and did not take an oath.

Sharon A. Hudson
Notary Public

My commission expires: _____



SHARON A HUDSON
My Commission # DD 268213
Expires: Dec 11, 2007

CONSENT AND JOINDER BY OWNER

Young American Homes, Inc., as Owner of Lots included in the Property, hereby joins in this First Amendment to Declaration of Covenants, Conditions and Restrictions for Heron Isles for the purpose of consenting thereto and to acknowledge that the Lots are fully subjected to and benefited by all the terms and provisions of this Declaration.

Signed, sealed and delivered
in the presence of:

Sandra K Douglas
Printed name Sandra K Douglas
Michael Cassis
Printed name Michael Cassis

YOUNG AMERICAN HOMES,
INC.
W. David Galione
President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of April, 2005 by W. David Galione, as President of Young American Homes, Inc. He is personally known to me or produced N/A as identification and did not take an oath.

Sharon A. Hudson
Notary Public

My commission expires: _____



SHARON A HUDSON
My Commission # DD 268213
Expires: Dec 11, 2007

CONSENT AND JOINDER BY OWNER

Richmond American Homes of Florida, L.P., as Owner of Lots included in the Property, hereby joins in this First Amendment to Declaration of Covenants, Conditions and Restrictions for Heron Isles for the purpose of consenting thereto and to acknowledge that the Lots are fully subjected to and benefited by all the terms and provisions of this Declaration.

Signed, sealed and delivered
in the presence of:

RICHMOND AMERICAN HOMES
OF FLORIDA, L.P.

Cynthia S. Lima
Printed name CYNTHIA S. LIMA
Todd C. Vonnieda
Printed name TODD C. VONNIEDA

John D. Moran, Jr.
Name: John D. Moran
Title: Div. Pres. Dept. East

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20th day of APRIL, 2005 by JOHN D. MORAN, JR., as DIV. PRESIDENT of Richmond American Homes of Florida, L.P. He/~~she~~ is personally known to me or produced _____ as identification and did not take an oath.

Cynthia S. Lima
Notary Public

My commission expires: 3-17-07



Cynthia S. Lima
MY COMMISSION # DD181458 EXPIRES
March 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.