MISSION BAY COMMUNITY ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS
ARTICLES OF INCORPORATION
BY-LAWS

GOLD COAST TITLE COMPANY
WI... ALL #19

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

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This DECLARATION is made this 29 day of APRIL, 1986 by MISSION BAY DEVELOPMENT CO., INC., a Florida corporation, its successors and assigns (DEVELOPER) and joined in by MISSION BAY COMMUNITY ASSOCIATION, INC. (the CORPORATION);

W I T N E S S E T H:

WHEREAS, DEVELOPER is developing a planned, residential community located in Palm Beach County, Florida (the COUNTY), named MISSION BAY consisting of RESIDENTIAL PROPERTY and CORPORATION COMMON AREAS serving same; and,

WHEREAS, the real property which may ultimately be developed as part of MISSION BAY, is legally described on Exhibit A hereto (the TOTAL PROPERTY); and

WHEREAS, DEVELOPER by these PROTECTIVE COVENANTS imposes the covenants, conditions and restrictions contained in these PROTECTIVE COVENANTS upon only that portion of the TOTAL PROPERTY which has been assigned specific LAND USE CLASSIFICATIONS and is legally described on Exhibit B hereto (the COMMITTED PROPERTY); and

WHEREAS, DEVELOPER may in the future elect to add or not to add additional portions of the TOTAL PROPERTY (the ADDITIONAL LAND) to the COMMITTED PROPERTY and thereby subject such additional portions of the TOTAL PROPERTY to LAND USE CLASSIFICATIONS under, and other provisions of, these PROTECTIVE COVENANTS; and,

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WHEREAS, DEVELOPER or a BUILDER (as hereinafter defined) will impose additional covenants, conditions, and restrictions by VILLAGE COVENANTS on each VILLAGE in MISSION BAY (as those terms are hereinafter defined); and

WHEREAS, DEVELOPER has caused the CORPORATION to be formed to fulfill certain powers and duties of operation, administration, maintenance, and repair and the collection and disbursement of the OPERATING EXPENSES (as hereinafter defined) all as more particularly set forth herein;

NOW, THEREFORE, DEVELOPER declares that the TOTAL PROPERTY is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of these PROTECTIVE COVENANTS, which shall run with the TOTAL PROPERTY and be binding on all parties having any right, title or interest in the TOTAL PROPERTY or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each OWNER thereof.

ARTICLE 1
DEFINITIONS

1.01 ADDITIONAL LAND shall mean additional portions of the TOTAL PROPERTY which may be added to the COMMITTED PROPERTY, as more fully discussed in Article 2.04 hereof.

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PREPARED BY: Allen H. Sheptow, Esquire
Sherr, Tiballi, Fayne & Schneider
P. O. Box 9208
Fort Lauderdale, Florida 33310

Return to: Gold Coast Title Co. West
W7923 5530 Glades Road - D-1
Boca Raton, Florida 33431

1.02 ASSESSMENTS shall mean any ASSESSMENTS made by the CORPORATION in accordance with these PROTECTIVE COVENANTS.

1.03 BOARD OF GOVERNORS or BOARD shall mean the BOARD OF GOVERNORS of the CORPORATION.

1.04 BUDGET shall mean the BUDGET adopted by the BOARD, as more fully described in Article 7.01 hereof.

1.05 BUILDER shall mean a PERSON owning a LAND SEGMENT and constructing a VILLAGE on it.

1.06 CERTIFIED UNIT shall mean a DWELLING UNIT built on a LAND SEGMENT and given a certificate of occupancy by the applicable governmental entity.

1.07 COMMERCIAL PROPERTY shall mean that real property which is designated as such on the PROPERTY PLAN.

1.08 COMMERCIAL PROPERTY OWNER shall mean the PERSON or PERSONS holding fee simple title to the COMMERCIAL PROPERTY.

1.09 COMMITTED PROPERTY shall mean (a) those portions of the TOTAL PROPERTY described in Exhibit B; and (b) any portion of the TOTAL PROPERTY which may become COMMITTED PROPERTY pursuant to the recordation of a PLAT.

1.10 CONTRIBUTING UNIT shall mean a UNIT which is subject to ASSESSMENTS, as more fully described in Article 7.02 hereof.

1.11 CONVEYANCE DATE shall mean a date no later than one hundred-twenty (120) days after DEVELOPER no longer owns any interest in any portion of the TOTAL PROPERTY, as more fully described in Article 3.02(d) hereof.

1.12 CORPORATION shall mean the Mission Bay Community Association, Inc., a Florida corporation not-for-profit, its successors or assigns. The CORPORATION is NOT a condominium association.

1.13 CORPORATION COMMON AREA shall mean all real property, including any improvements and fixtures thereon, owned by, leased to, deeded or dedicated to, or the use of which has been granted to the CORPORATION as set forth in these PROTECTIVE COVENANTS including, but not limited to, the real property described in Exhibit C hereto; provided that DEVELOPER shall have the right to designate as VILLAGE COMMON AREA such portions of property dedicated on a PLAT to the CORPORATION as DEVELOPER deems appropriate, as more fully discussed in Paragraph 3.02(e)(iii) below.

1.14 COUNTY shall mean Palm Beach County, Florida.

1.15 DESIGN REVIEW COMMITTEE shall mean the body established by the BOARD to administer the DESIGN REVIEW STANDARDS to control the design and location of all STRUCTURES and other work within the COMMITTED PROPERTY, as more fully discussed in Article 3.09 hereof.

1.16 DESIGN REVIEW STANDARDS shall mean the standards established from time to time by the CORPORATION for the control of the design and location of all STRUCTURES and other work within the COMMITTED PROPERTY, as more fully described in Article 3.09 hereof.

1.17 DEVELOPER shall mean Mission Bay Development Co., Inc., a Florida corporation, its successors or assigns of any or all of its rights under these PROTECTIVE COVENANTS as specified by DEVELOPER.

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1.18 DWELLING UNIT shall mean any residential dwelling unit intended as an abode for one family constructed on a portion of the COMMITTED PROPERTY including, without limitation, a detached, single-family home, an attached townhouse or patio dwelling, a duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other form of ownership or possession.

1.19 GOVERNING DOCUMENTS shall mean these PROTECTIVE COVENANTS, the Amended and Restated Articles of Incorporation ("ARTICLES"), By-Laws ("BY-LAWS"), and Rules and Regulations (RULES) of the CORPORATION. (The ARTICLES and BY-LAWS are attached hereto as Exhibits D and E respectively.) In the event of conflict or inconsistency among the GOVERNING DOCUMENTS, the document to govern shall be that first appearing in the following sequence: these PROTECTIVE COVENANTS, the ARTICLES, the BY-LAWS and the RULES.

1.20 INDIVIDUAL UNIT ASSESSMENT shall mean the apportionment of the total anticipated OPERATING EXPENSES or the total OPERATING EXPENSES during the INTERIM PERIOD amongst the CONTRIBUTING UNITS, as more fully described in Article 7.01(b) hereof.

1.21 INSTITUTIONAL MORTGAGEE shall mean (a) a lending institution having a first mortgage lien upon a UNIT including any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, a national, state, or other bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institution as the BOARD shall hereafter approve in writing which has acquired a first mortgage upon a UNIT; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to DEVELOPER to acquire, or construct improvements upon, the COMMITTED PROPERTY and who have a mortgage lien on all or a portion of the COMMITTED PROPERTY securing such loan.

1.22 INTERIM ASSESSMENT shall mean the INDIVIDUAL UNIT ASSESSMENT during the INTERIM PERIOD, as more fully described in Article 7.01(c) hereof.

1.23 INTERIM PERIOD shall mean the period during which DEVELOPER covenants and agrees that the INDIVIDUAL UNIT ASSESSMENT shall not exceed the INTERIM ASSESSMENT, as more fully described in Article 7.01(c) hereof.

1.24 LAND SEGMENT shall mean a portion of the COMMITTED PROPERTY which is designated by DEVELOPER in writing as a LAND SEGMENT. Each LAND SEGMENT shall have that number of PROPERTY UNITS and VALUES assigned to it by DEVELOPER in accordance with the provisions of Article 5.03 of these PROTECTIVE COVENANTS.

1.25 LAND SEGMENT OWNER shall mean the record owner of any fee interest in a LAND SEGMENT.

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1.26 LAND USE CLASSIFICATION shall mean a of the specific uses which DEVELOPER has assigned to COMMITTED PROPERTY, pursuant to these PROTECTIVE COVENANTS or SUPPLEMENT, which LAND USE CLASSIFICATIONS are set forth more fully in Article 3 hereof.

1.27 MEMBERS shall mean the members of the CORPORATION, who are every OWNER, the SWIM CLUB OWNER, the COMMERCIAL PROPERTY OWNER (as those terms are hereinafter defined), and DEVELOPER.

1.28 MISSION BAY shall mean the multi-staged planned community planned for development on all or a portion of the TOTAL PROPERTY.

1.29 OPERATING EXPENSES shall mean the expenses for which MEMBERS are liable to the CORPORATION as described in these PROTECTIVE COVENANTS and in any other of the GOVERNING DOCUMENTS, and include, but are not limited to, the costs and expenses incurred by the CORPORATION in fulfilling its obligations under the GOVERNING DOCUMENTS and in administering, operating, and owning the CORPORATION COMMON AREAS and include regular and SPECIAL ASSESSMENTS made by the CORPORATION.

1.30 OWNER shall mean a record owner of any fee interest in a UNIT but excluding those having an interest in a UNIT merely as security for the performance of an obligation, and including DEVELOPER and BUILDERS.

1.31 PERSON shall mean an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.32 PLAT shall mean a plat approved by the Board of County Commissioners of the COUNTY and executed by DEVELOPER on which is depicted a portion of the ADDITIONAL LAND, the recording of which in the public records of the COUNTY shall have the effect of adding such ADDITIONAL LAND as is depicted thereon to the COMMITTED PROPERTY, as more fully discussed in Article 2.04 hereof.

1.33 PLOT shall mean the SWIM CLUB and the COMMERCIAL PROPERTY (as those terms are hereinafter defined).

1.34 PROPERTY PLAN shall mean the PROPERTY PLAN attached hereto as Exhibit F and made a part hereof.

1.35 PROPERTY UNITS shall mean the number of DWELLING UNITS which may be constructed on a LAND SEGMENT, in accordance with the provisions of Article 5.03 of these PROTECTIVE COVENANTS.

1.36 PROTECTIVE COVENANTS shall mean this document, as amended from time to time.

1.37 REPRESENTATIVE shall mean the PERSON serving as the president of a VILLAGE ASSOCIATION or the president's designee, as more fully described in Article 5.02(b) hereof.

1.38 RULES shall mean the rules and regulations promulgated by the BOARD in accordance with the provisions of the GOVERNING DOCUMENTS.

1.39 SPECIAL ASSESSMENTS shall mean those ASSESSMENTS more particularly described in Article 7.04 hereof.

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1.40 STRUCTURE shall mean that which is built or constructed, or any work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof."

1.41 SUPPLEMENT shall mean an instrument recorded in the Public Records of the COUNTY by DEVELOPER evidencing the addition of ADDITIONAL LAND to the COMMITTED PROPERTY by the recording of a PLAT, as more fully discussed in Article 2.04 hereof.

1.42 SWIM CLUB shall mean that real property which is designated as such on the PROPERTY PLAN.

1.43 SWIM CLUB OWNER shall mean the PERSON or PERSONS holding fee simple title to the SWIM CLUB.

1.44 SYSTEM shall mean the central or master telecommunications receiving and distribution system and surveillance services system more particularly described in Article 9 hereof.

1.45 TOTAL PROPERTY shall mean the real property which may ultimately be developed as part of MISSION BAY, and is legally described on Exhibit A attached hereto and made a part hereof.

1.46 UNIT shall mean any of a DWELLING UNIT, a PLOT, and a LAND SEGMENT.

1.47 VALUE shall mean a number assigned to each DWELLING UNIT, LAND SEGMENT, and PLOT which is used in determining the portion of OPERATING EXPENSES attributable thereto, all in accordance with the provisions of Article 7.01 of these PROTECTIVE COVENANTS, and in regard to LAND SEGMENTS, the VALUE shall also be used to determine the number of votes assigned to a LAND SEGMENT, as set forth in Article 5.02 of these PROTECTIVE COVENANTS.

1.48 VILLAGE shall mean any development of DWELLING UNITS or other sub-area development within the COMMITTED PROPERTY which is designated as such by DEVELOPER in a written instrument.

1.49 VILLAGE ASSOCIATION shall mean any property owners association, homeowners association, condominium association, or other such entity, its successors and assigns, responsible for administering a VILLAGE.

1.50 VILLAGE COMMON AREA shall mean all real property including any improvements and fixtures thereon, owned by, leased to, deeded or dedicated to, or the use of which has been granted to a VILLAGE or VILLAGE ASSOCIATION for the common use and enjoyment of the OWNERS in such VILLAGE.

1.51 VILLAGE COVENANTS shall mean the covenants, conditions, restrictions, and other provisions imposed by a recorded instrument applicable to one or more specific VILLAGES by the OWNER thereof, but not to all VILLAGES if there shall be more than one VILLAGE.

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1.52 VILLAGE DOCUMENTS shall mean, collectively, the VILLAGE COVENANTS and the articles of incorporation, by-laws, and rules and regulations by which a VILLAGE ASSOCIATION administers a VILLAGE.

ARTICLE 2
PLANS FOR DEVELOPMENT AND DECLARANT'S RIGHTS AND POWERS

2.01 General Plan for Development.

(a) DEVELOPER is the OWNER of the TOTAL PROPERTY and presently plans to develop all or a portion of same as a multiphased, planned, residential community. Presently, only a portion of the TOTAL PROPERTY is COMMITTED PROPERTY. The TOTAL PROPERTY comprises MISSION BAY. Only a portion of the TOTAL PROPERTY is currently COMMITTED PROPERTY subject to specific LAND USE CLASSIFICATIONS. As more fully described in Article 2.04 below, all or a portion of the remainder of the TOTAL PROPERTY may or may not, in DEVELOPER'S sole and absolute discretion, become COMMITTED PROPERTY subject to specific LAND USE CLASSIFICATIONS. DEVELOPER has caused the CORPORATION to be formed to administer MISSION BAY in accordance with these PROTECTIVE COVENANTS.

(b) As set forth more fully in Article 5 hereof, each OWNER, the SWIM CLUB OWNER and the COMMERCIAL PROPERTY OWNER shall be MEMBERS of the CORPORATION. The DWELLING UNITS shall be located in one (1) or more VILLAGES. Each VILLAGE shall be constructed by a BUILDER upon all or a portion of a LAND SEGMENT owned by such BUILDER. Each VILLAGE shall be administered by a VILLAGE ASSOCIATION.

(c) The CORPORATION is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of the governing documents is that the substantive rights thereunder shall not be retroactively affected by legislation subsequent to the date of the execution of the governing documents; if such legislation is specifically included in an amendment to the governing documents it shall be approved in writing by the CORPORATION in its sole discretion.

2.02 SWIM CLUB and COMMERCIAL PROPERTY.

There is shown on the PROPERTY PLAN a SWIM CLUB which is a part of MISSION BAY. MISSION BAY will benefit from the aesthetic appearance and ambiance of the SWIM CLUB and the reputation and activities thereof. The SWIM CLUB has been granted certain, specified rights and obligations hereunder. Likewise, there is shown on the PROPERTY PLAN COMMERCIAL PROPERTY which is a part of MISSION BAY which will benefit MISSION BAY, and which has also been granted certain, specified rights and obligations hereunder.

2.03 COMMITTED PROPERTY.

Portions of the TOTAL PROPERTY which are ADDITIONAL LAND and are not designated as COMMITTED PROPERTY on the date hereof become COMMITTED PROPERTY at such time, if ever, as a PLAT of such ADDITIONAL LAND is recorded by DEVELOPER in the public records of the COUNTY. COMMITTED PROPERTY shall be used consistently with the LAND USE CLASSIFICATION assigned thereto and such other provisions of these

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PROTEC /E COVENANTS as apply. NOTWITHSTANDING A THING TO THE CONTRARY CONTAINED HEREIN, ONLY COMMITTED PROPERTY SHALL BE SUBJECT TO SPECIFIC LAND USE CLASSIFICATIONS, AND DEVELOPER SHALL NOT BE REQUIRED TO DEVELOP ANY OF THE ADDITIONAL LAND.

2.04 ADDITIONAL LAND and Property Which May or May Not Become Committed Property.

(a) ADDITIONAL LAND is subject to these PROTECTIVE COVENANTS, but is not subject to specific LAND USE CLASSIFICATIONS or certain provisions of these PROTECTIVE COVENANTS. DEVELOPER shall have the right and the power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to add ADDITIONAL LANDS to the COMMITTED PROPERTY by recording a PLAT in the Public Records of the COUNTY. A PLAT adding ADDITIONAL LANDS to the COMMITTED PROPERTY may also be recorded in the Public Records of the COUNTY by the BUILDER owning the ADDITIONAL LANDS included in the PLAT, provided DEVELOPER has given its prior written consent to the recording of such PLAT. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LAND TO THE COMMITTED PROPERTY WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF DWELLING UNITS, THE NUMBER OF MEMBERS, THE NUMBER OF PERSONS USING THE CORPORATION COMMON AREA, THE SIZE OF THE CORPORATION'S BUDGET AND THE TOTAL NUMBER OF VOTES WHICH MAY BE CAST BY MEMBERS.

(b) Upon the addition of ADDITIONAL LAND to the COMMITTED PROPERTY by the recording in the public records of the COUNTY of a PLAT, DEVELOPER alone, without the consent of any PERSON, or the BUILDER owning the LAND included in such PLAT, with DEVELOPER'S prior written consent, shall execute and record a SUPPLEMENT in the public records of the COUNTY evidencing such addition of ADDITIONAL LAND. DEVELOPER (but not a BUILDER) may, in its sole discretion, also include in a SUPPLEMENT certain provisions which (i) modify the provisions of these PROTECTIVE COVENANTS, or (ii) create new provisions applicable to all or a portion of the ADDITIONAL LAND, or (iii) omit the applicability of any of the provisions of these PROTECTIVE COVENANTS to the ADDITIONAL LAND.

(c) THE EXECUTION AND RECORDATION OF THESE PROTECTIVE COVENANTS SHALL NOT BE CONSTRUED TO REQUIRE DEVELOPER TO ADD ANY PORTION OF THE ADDITIONAL LAND TO THE COMMITTED PROPERTY.

(d) In the event DEVELOPER determines not to add a particular portion of the ADDITIONAL LAND to the COMMITTED PROPERTY and DEVELOPER desires to make a statement to this effect of record (which statement is not required to be made), DEVELOPER may by its act alone, without the necessity of the joinder or consent of the CORPORATION or any other PERSON, place a statement to that effect in the Public Records of the COUNTY.

(e) Withdrawal: DEVELOPER shall have the right, by an amendment to these PROTECTIVE COVENANTS executed by DEVELOPER alone, with the COUNTY's consent, but without the consent to the CORPORATION, any Institutional Mortgagee, the Owners, or any other PERSON, to withdraw a portion of the ADDITIONAL LAND from any and all terms, provisions, covenants, conditions, and restrictions set forth herein, and such property may be developed or used, if at all, for any purposes consistent with applicable law. For example, and not by way of limitation, if any portion of the TOTAL PROPERTY is removed from the Mission Bay P.U.D., DEVELOPER, by amendment to these PROTECTIVE COVENANTS consented to by the COUNTY, may remove such portion of the TOTAL PROPERTY from the terms, provisions, covenants, conditions, and restrictions hereof, whether or not such portion of the TOTAL PROPERTY is COMMITTED PROPERTY.

(f) Location and Boundaries of CORPORATION COMMON AREA: DEVELOPER shall have the right by an amendment to

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these PROTECTIVE COVENANTS, executed by DEVELOPER alone, without the consent of the CORPORATION, any INSTITUTIONAL MORTGAGEE, the OWNERS, or any other PERSON, to make application with the COUNTY Site Plan Review Committee in accordance with Section 402.7 of the COUNTY Zoning Code, and to take such other action as may be required by applicable governmental authorities to relocate portions of the CORPORATION COMMON AREA or withdraw portions of the CORPORATION COMMON AREA from the COMMITTED PROPERTY, notwithstanding that such portions of the CORPORATION COMMON AREA are COMMITTED PROPERTY.

ARTICLE 3
LAND USE CLASSIFICATIONS AND RESTRICTIONS

3.01 General.

The COMMITTED PROPERTY shall be transferred, demised, sold, conveyed and occupied subject to the terms of these PROTECTIVE COVENANTS as follows:

3.02 LAND USE CLASSIFICATIONS of COMMITTED PROPERTY.

(a) Residential Property.

(1) In General: Residential Property is the LAND USE CLASSIFICATION assigned by DEVELOPER to that portion of the COMMITTED PROPERTY upon which DWELLING UNITS may be constructed and shall be for "Residential Use" (as hereinafter defined) only. All portions of the COMMITTED PROPERTY, unless designated as CORPORATION COMMON AREAS or for other designated use(s) in these PROTECTIVE COVENANTS or a SUPPLEMENT, shall constitute Residential Property. Except for facilities and other improvements related to construction, development, sales, and rental activities permitted on Residential Property as hereinafter set forth, "Residential Use" shall include only DWELLING UNITS and improvements associated with residential purposes and uses including, but not limited to, streets, drives, driveways, entranceways, open spaces, parking spaces, lawn areas, swimming pools, docks, other recreational facilities and other amenities or areas appurtenant to DWELLING UNITS.

(2) VILLAGES.

(a) VILLAGE COVENANTS: The VILLAGES shall be located on Residential Property. All DWELLING UNITS constructed by a BUILDER shall be administered by a VILLAGE ASSOCIATION in accordance with its VILLAGE COVENANTS and be approved in writing by DEVELOPER and recorded in the Public Records of the COUNTY.

(b) Enforcement of VILLAGE COVENANTS: In the event that any VILLAGE ASSOCIATION does not enforce any provisions of its VILLAGE COVENANTS or perform any of its duties and responsibilities pursuant to its other VILLAGE DOCUMENTS, the CORPORATION may enforce such VILLAGE DOCUMENTS and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6 hereof. The CORPORATION shall be entitled to reimbursement of attorneys' fees and court costs, as set forth in Article 6.03 hereof, incurred during the enforcement by it of VILLAGE DOCUMENTS.

(c) Entry Rights: Each VILLAGE ASSOCIATION and each OWNER shall permit the CORPORATION, its designee, or any agent or employee to enter upon VILLAGE COMMON AREAS and upon the OWNER'S DWELLING UNIT to carry out the provisions of these PROTECTIVE COVENANTS and the same shall not constitute a trespass.

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(d) VILLAGE COMMON AREAS:

(i) The cost and expense of the VILLAGE COMMON AREAS shall not be an OPERATING EXPENSE but shall be borne by the OWNERS residing in the VILLAGE as set forth in the VILLAGE COVENANTS.

(ii) The CORPORATION may contract with any VILLAGE ASSOCIATION to provide for the operation and maintenace of its VILLAGE COMMON AREAS, the cost and expense of which shall be borne by the OWNERS of the DWELLING UNITS located in the VILLAGE as set forth in the VILLAGE COVENANTS.

(iii) A VILLAGE ASSOCIATION may maintain property which it does not own and which is not included within the VILLAGE.

(iv) The CORPORATION may assign certain of its rights and obligations under the GOVERNING DOCUMENTS to a VILLAGE ASSOCIATION. In the event that a VILLAGE ASSOCIATION does not accept such rights and obligations, then in a manner consistent with criteria established by the CORPORATION, the CORPORATION may, by its sole act, terminate such assignment and the CORPORATION shall once again fulfill such rights and obligations.

(e) Certain Rights of DEVELOPER Regarding VILLAGES: DEVELOPER reserves the right and the power, without the consent of any other PERSON being required:

(i) To amend the specific provisions of these PROTECTIVE COVENANTS insofar as they apply to one or more VILLAGES without amending those provisions with respect to all VILLAGES.

(ii) To determine consistency of all VILLAGE DOCUMENTS with these PROTECTIVE COVENANTS and DEVELOPER'S Plan for Development, and approve and consent to all VILLAGE DOCUMENTS prior to their recordation in the Public Records of the COUNTY. VILLAGE DOCUMENTS shall not be effective until DEVELOPER approves and consents to same.

(iii) To designate as VILLAGE COMMON AREA such portions of property dedicated on a PLAT to the CORPORATION as DEVELOPER in its sole discretion deems appropriate, the cost and expense of such VILLAGE COMMON AREA to be borne by the OWNERS residing in the VILLAGE, the obligation to maintain such VILLAGE COMMON AREA to be delegated by the CORPORATION to the VILLAGE ASSOCIATION responsible to administer such VILLAGE.

(f) SPECIAL ASSESSMENTS: The CORPORATION may levy SPECIAL ASSESSMENTS against the OWNERS in a VILLAGE and the VILLAGE ASSOCIATION for expenses incurred by the CORPORATION for such VILLAGE.

(b) CORPORATION COMMON AREAS:

(1) In General: CORPORATION COMMON AREAS is the LAND USE CLASSIFICATION assigned by DEVELOPER to those portions of the COMMITTED PROPERTY designated as CORPORATION COMMON AREAS on the PROPERTY PLAN, a Revised PROPERTY PLAN, these PROTECTIVE COVENANTS, a SUPPLEMENT or otherwise by DEVELOPER; and all easements conveyed or dedicated to the CORPORATION and all use rights appurtenant thereto.

(2) Administration and Operation: The administration and operation of the CORPORATION COMMON AREAS shall be the responsibility of the CORPORATION except that the CORPORATION shall have the right, as the BOARD, in its

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discretion deems appropriate, to delegate such responsibility in whole or in part, exclusively or non-exclusively to a portion of the CORPORATION COMMON AREAS to a VILLAGE ASSOCIATION by an instrument executed by the CORPORATION, provided, however, that until the CONVEYANCE DATE, DEVELOPER consents thereto.

(3) Easement: DEVELOPER declares that the CORPORATION COMMON AREAS are subject to a perpetual nonexclusive easement in favor of DEVELOPER and the CORPORATION and their designees, the VILLAGE ASSOCIATIONS, the OWNERS, the SWIM CLUB OWNER, the COMMERCIAL PROPERTY OWNER, and all their family members, guests, invitees and lessees to use the CORPORATION COMMON AREAS for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as for which the same are reasonably intended in accordance with the terms of these PROTECTIVE COVENANTS, a SUPPLEMENT, or any other GOVERNING DOCUMENTS.

(4) DEVELOPER'S Rights: DEVELOPER shall have the right, in its sole discretion, to alter the boundaries of the CORPORATION COMMON AREAS and construct, develop, or modify the CORPORATION COMMON AREAS and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by the DEVELOPER for the best interest of MISSION BAY without the joinder or consent of any PERSON, including, without limitation, the CORPORATION, the VILLAGE ASSOCIATIONS or the OWNERS for so long as DEVELOPER shall own any portion of the TOTAL PROPERTY. The DEVELOPER shall also have the right at any time that it owns any portion of the TOTAL PROPERTY to designate additional CORPORATION COMMON AREAS or Residential Property from areas which were previously designated as Residential Property or CORPORATION COMMON AREAS, as the case may be, or other types of areas, or by causing portion(s) of Uncommitted Property to become COMMITTED PROPERTY by executing an amendment to these PROTECTIVE COVENANTS or a SUPPLEMENT without the joinder or consent of any PERSON.

(5) Uses: The CORPORATION COMMON AREAS shall be kept, maintained and used as set forth in these PROTECTIVE COVENANTS and as follows:

(i) "Recreation Areas" means those CORPORATION COMMON AREAS designated for use as "Recreation Areas," on the PROPERTY PLAN, a Revised PROPERTY PLAN, the Plat, these PROTECTIVE COVENANTS, a SUPPLEMENT or otherwise by DEVELOPER. Recreation Areas shall be used only for "Recreational Purposes" (as hereinafter defined) in a manner consistent with any improvement of same by the DEVELOPER. The mentioning of a Recreational Purpose herein shall not require that there be land or improvements at MISSION BAY serving such Recreational Purpose. "Recreational Purposes" includes, but it is not limited to, any recreational pavillion, dockage facilities, tennis courts, swimming pools, picnic areas, open or landscaped areas and the like. The DEVELOPER, for so long as it owns any portion of the TOTAL PROPERTY, shall determine the manner of making improvements to Recreation Areas and the use thereof.

(ii) "Open Spaces" means those CORPORATION COMMON AREAS designated for use as Open Spaces on the PROPERTY PLAN, a Revised PROPERTY PLAN, the Plat, these PROTECTIVE COVENANTS, a SUPPLEMENT or otherwise by DEVELOPER, which shall be maintained in accordance with the improvement thereof by DEVELOPER or the requirements of applicable governmental agencies. DEVELOPER, for so long as DEVELOPER shall own any portion of the TOTAL PROPERTY, shall

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have the right to modify its plan for beautification of MISSION BAY and specifically to modify the appearance of Open Spaces, and thereafter the CORPORATION shall have the same right as long as the general quality of such beautification plan is not materially and detrimentally changed.

(iii) "Drainage Areas" means those CORPORATION COMMON AREAS designated as Drainage Areas, Drainage Easements or Canal Easements (collectively "Drainage Areas") on the PROPERTY PLAN, a Revised PROPERTY PLAN, the Plat, these PROTECTIVE COVENANTS, a SUPPLEMENT or otherwise designated by DEVELOPER which shall be kept and maintained for irrigation, drainage or beautification purposes and for the installation, maintenance, construction and repair of utility facilities in a manner consistent with the original design thereof by the DEVELOPER and in accordance with the requirements of applicable governmental authorities.

(iv) "Lakes" means those CORPORATION COMMON AREAS designated as Lakes and the maintenance areas surrounding same ("Lakes Maintenance Easement") on the PROPERTY PLAN, a Revised PROPERTY PLAN, the Plat, these PROTECTIVE COVENANTS, a SUPPLEMENT or otherwise designated by DEVELOPER, the boundaries of which shall be subject to accretion, reliction, or other natural changes. The Lakes shall be kept and maintained as bodies of water, together with any adjacent shoreline, in an ecologically sound condition for recreational, water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental and South Florida Water Management District requirements. The VILLAGE ASSOCIATION shall provide for their irrigation needs from the Lakes only, and not from any other source, in a manner consistent with the DESIGN REVIEW STANDARDS established by the CORPORATION. No boats with gas motors shall be permitted on the Lakes. Neither DEVELOPER nor the CORPORATION shall be obligated to provide supervisory personnel for the Lakes including, but not limited to, lifeguards. THERE SHALL BE NO SWIMMING IN THE LAKES. ANY INDIVIDUAL USING THE LAKES SHALL DO SO AT THE INDIVIDUAL'S OWN RISK and shall indemnify and hold harmless DEVELOPER AND the CORPORATION from any claim or loss arising from such use.

(v) "Roadways" means those CORPORATION COMMON AREAS designated as Roadways on the PROPERTY PLAN, a Revised PROPERTY PLAN, these PROTECTIVE COVENANTS, a SUPPLEMENT, or otherwise designated by DEVELOPER, and all improvements thereon including, but not limited to, entranceways, street lights, bike paths and walkways, which shall be kept and maintained by the CORPORATION or its designee as private roadways to provide a means of ingress and egress (i) to and from publicly dedicated streets and (ii) between and among all portions of the TOTAL PROPERTY for the use of DEVELOPER and the CORPORATION and their designees, the VILLAGE ASSOCIATIONS, the OWNERS, the SWIM CLUB OWNER, the COMMERCIAL PROPERTY OWNER, and their family members, guests, licensees, lessees, their family members, guests and invitees and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over MISSION BAY while engaged in their respective functions. DEVELOPER reserves the right to grant easements for ingress and egress of utilities over the Roadways to serve, and for the benefit of, portions of the total property and real property contiguous thereto which is not COMMITTED PROPERTY.

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(vi) "Limited Access Gates" means those CORPORATION COMMON AREAS designated for use as limited access gates on the PROPERTY PLAN, a Revised PROPERTY PLAN, the Plat, these PROTECTIVE COVENANTS, a SUPPLEMENT, or otherwise designated by DEVELOPER which shall be maintained, repaired, and replaced by the CORPORATION for all normal and proper purposes attributed to such STRUCTURES, including, without limitation, limited access gates, related mechanical devices and STRUCTURES such as, but not limited to, gate houses, signage, landscaping, beautification, and any other related purpose or use.

(c) Use of the CORPORATION COMMON AREAS: The CORPORATION COMMON AREAS shall be for the sole and exclusive use of DEVELOPER, the CORPORATION, the VILLAGE ASSOCIATIONS, the OWNERS, the SWIM CLUB OWNER, and the COMMERCIAL PROPERTY OWNER, and their family members, guests, licensees, invitees and lessees. Notwithstanding the foregoing, the CORPORATION COMMON AREAS may be used by the PERSONS owning or having the use of a portion of the TOTAL PROPERTY which is not COMMITTED PROPERTY upon such terms and conditions as DEVELOPER determines in its reasonable discretion.

(d) Conveyance of CORPORATION COMMON AREAS:

(1) Time: DEVELOPER agrees that it shall convey to the CORPORATION fee simple title to the CORPORATION COMMON AREAS in "AS IS" condition subject to: these PROTECTIVE COVENANTS, SUPPLEMENTS, and GOVERNING DOCUMENTS; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record. DEVELOPER shall convey to the CORPORATION by quit-claim deed all portions of the CORPORATION COMMON AREAS not previously conveyed to the CORPORATION, on or before the CONVEYANCE DATE. That notwithstanding, DEVELOPER may convey all or portions of the CORPORATION COMMON AREAS to the CORPORATION at such time prior to the CONVEYANCE DATE as the DEVELOPER may determine. THE CORPORATION AGREES TO ACCEPT "AS IS" THE CONVEYANCE OF THE CORPORATION COMMON AREAS AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON OR APPURTENANT THERETO, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION OR FITNESS OF THE CORPORATION COMMON AREAS OR PORTIONS THEREOF AND THE PERSONAL PROPERTY AND IMPROVEMENTS THEREON. All costs and expenses of such conveyance shall be paid for by the CORPORATION.

(2) DEVELOPER Approval: Except as is hereinafter provided, once title to a CORPORATION COMMON AREA(S), or any portion thereof, becomes vested in the CORPORATION, such CORPORATION COMMON AREA(S), or any portion thereof, so vested in the CORPORATION and the improvements thereon shall not be abandoned, partitioned, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining, until the CONVEYANCE DATE, the written approval of DEVELOPER, and after the CONVEYANCE DATE, not less than a majority of the DWELLING UNIT OWNERS and a majority of the INSTITUTIONAL MORTGAGEES (based upon one vote for each first mortgage owned, as shown by the Public Records of the COUNTY). The last preceding sentence shall not be applicable to nor prohibit the CORPORATION from granting such easements as are reasonably necessary or appropriate for MISSION BAY in a manner consistent with the provisions of the GOVERNING DOCUMENTS nor shall the foregoing prohibit the CORPORATION after the CONVEYANCE DATE from encumbering the CORPORATION COMMON AREAS provided such

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encum inces are solely to secure loans obt ned for improving the CORPORATION COMMON AREA being encumbered and the lien of such encumbrance is not superior to the provisions of these PROTECTIVE COVENANTS.

(e) Other Property:

The CORPORATION may enter into easement agreements or other use or possessory agreements whereby the CORPORATION may obtain the use or possession of certain property, on an exclusive or nonexclusive basis, and not included within COMMITTED PROPERTY, or the TOTAL PROPERTY, for certain specified purposes and whereby the CORPORATION agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be an OPERATING EXPENSE. Prior to the CONVEYANCE DATE, no such agreement shall be entered into without the prior written consent of DEVELOPER.

(f) Use of COMMITTED PROPERTY by the DEVELOPER:

(1) Full Right: The DEVELOPER and its successors, designees 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 PROTECTIVE COVENANTS and in recognition of the fact that the DEVELOPER will have a continuing and substantial interest in the development and administration of MISSION BAY and the TOTAL PROPERTY, the DEVELOPER hereby reserves for itself and its successors, designees and assigns, the right to use all CORPORATION COMMON AREAS 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 TOTAL PROPERTY including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show DWELLING UNITS, and use portions of the COMMITTED PROPERTY and DWELLING UNITS and other improvements owned by DEVELOPER or the CORPORATION for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to the DEVELOPER and its successors, nominees and assigns for such rights and privileges. In addition to its other rights to use the CORPORATION COMMON AREAS, DEVELOPER, its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, and/or construction office, and to use or permit its designees to use at any time or from time to time the CORPORATION COMMON AREAS for any other commercial purposes. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of DEVELOPER shall not be part of the CORPORATION COMMON AREAS and shall remain the property of DEVELOPER or its nominees, as the case may be. Notwithstanding anything to the contrary contained herein including, but not limited to the provisions of Article 3.09 hereof, DEVELOPER shall have the right to construct, maintain and repair STRUCTURES without the approval of any PERSON as DEVELOPER deems necessary or appropriate for the development of MISSION BAY.

(2) SCOPE: THE RIGHTS AND PRIVILEGES OF DEVELOPER, ITS SUCCESSORS, DESIGNEES AND ASSIGNS, AS HEREIN SET FORTH IN SUB-PARAGRAPH (1) ABOVE ARE IN ADDITION TO AND IN NO WAY LIMIT ANY OTHER RIGHTS OR PRIVILEGES OF DEVELOPER, ITS SUCCESSORS, DESIGNEES AND ASSIGNS, UNDER ANY GOVERNING DOCUMENTS. THE PROVISIONS OF SUB-PARAGRAPH (1) ABOVE LIKE OTHER PROVISIONS OF THESE PROTECTIVE COVENANTS THAT GRANT OR RESERVE RIGHTS TO AND FOR DEVELOPER AND MAY NOT BE

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SUSPENDED, SUPERSEDED OR MODIFIED IN ANY MANNER UNLESS SAME IS CONSENTED TO BY DEVELOPER. THIS RIGHT OF USE AND TRANSACTION OF BUSINESS AS SET FORTH HEREIN, LIKE DEVELOPER'S OTHER RIGHTS HEREIN MAY BE ASSIGNED IN WRITING BY DEVELOPER IN WHOLE OR IN PART.

3.03 Disputes as to Use

In the event there is any dispute as to whether the use of the COMMITTED PROPERTY or any portion thereof complies with the PROTECTIVE COVENANTS, any SUPPLEMENT, or other GOVERNING DOCUMENTS, such dispute shall be referred to DEVELOPER until the CONVEYANCE DATE and thereafter to the CORPORATION, and a determination rendered by such PERSON with respect to such dispute shall be final and binding on all PERSONS concerned therewith.

3.04 Additional Provisions for the Preservation of the VALUES and Amenities of MISSION BAY.

In order to preserve the values and amenities of MISSION BAY, the following provisions shall be applicable to the COMMITTED PROPERTY:

(a) Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the COMMITTED PROPERTY. Excepted from the foregoing shall be activities of DEVELOPER or the CORPORATION or their designees in dredging the Lakes; creating land areas from Lakes; creating, excavating or maintaining drainage or other facilities or easements; and installing wells, pumps or sprinkler systems. Further excepted is excavation for swimming pools or spas constructed on the COMMITTED PROPERTY in accordance with these PROTECTIVE COVENANTS. DEVELOPER shall have the right to excavate, remove fill from portions of MISSION BAY and any fill removed from portions of MISSION BAY by DEVELOPER shall be DEVELOPER'S property.

(b) Clothes Drying Areas: No portion of the COMMITTED PROPERTY shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any portion of the COMMITTED PROPERTY other than the portion owned by the person owning such drying or hanging area for laundry.

(c) Alteration of Drainage: Except for DEVELOPER'S acts and activities in the development of MISSION BAY, no change in the condition of the soil or the level of the land of any portion of the COMMITTED PROPERTY shall be made which results in any permanent change in the flow or drainage of surface water of or within MISSION BAY without the prior written consent of the DEVELOPER or the BOARD.

(d) Antennas, Aerials, Discs and Flagpoles: Except as may be permitted by the prior written consent of the CORPORATION, no antennas, aerials, discs or flagpoles shall be placed upon the COMMITTED PROPERTY unless completely inside a DWELLING UNIT.

(e) Litter: 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 CORPORATION and shall be screened from view in a manner deemed suitable by the CORPORATION and kept in a clean condition with no obnoxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all

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construction debris, refuse, unsightly objects and waste upon any portion of the COMMITTED PROPERTY owned by DEVELOPER or its designee through the period of construction of DWELLING UNITS or other STRUCTURES or improvements upon the COMMITTED PROPERTY.

(f) 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 BOARD.

(g) Casualty Destruction to STRUCTURE: In the event a STRUCTURE upon the Residential Property is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time, as determined by DEVELOPER until the CONVEYANCE DATE and thereafter by the CORPORATION, after such incident, the OWNER thereof or the VILLAGE ASSOCIATION administering same shall either commence to rebuild or repair the damaged STRUCTURE and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the OWNER or the VILLAGE ASSOCIATION that the STRUCTURE will not be repaired or replaced, promptly clear the damaged STRUCTURE and grass over and landscape such Residential Property in a sightly manner approved by the CORPORATION. As to any reconstruction of a destroyed DWELLING UNIT and other STRUCTURE, same shall only be replaced with DWELLING UNIT(S) or STRUCTURE(S) of a similar size and type as those destroyed.

(h) CORPORATION COMMON AREA: Nothing shall be stored, constructed within, or removed from the CORPORATION COMMON AREAS other than by DEVELOPER, except with the prior written approval of the CORPORATION.

(i) Insurance Rates: Nothing shall be done or kept on the CORPORATION COMMON AREAS which will increase the rate of insurance on any property insured by the CORPORATION or a VILLAGE ASSOCIATION without the written consent of the CORPORATION.

(j) Use of Lakes: No boats or other vehicles containing gas engines or motors are permitted upon the Lakes. No boat or vehicle larger than fourteen feet (14') in length shall be permitted on the Lakes without the prior written consent of the DEVELOPER or the CORPORATION. The CORPORATION shall have the power and authority from time to time to adopt further RULES governing the use of the Lakes.

(k) Lakes Maintenance Easement: Any wall, fence, paving, planting or other STRUCTURE within the Lakes Maintenance Easement shall be removed, if required by the CORPORATION or the COUNTY, the cost of which shall be paid for by the PERSON placing same there.

(l) Pets: No livestock or poultry shall be kept or raised upon any portion of the COMMITTED PROPERTY. Pets shall be prohibited from all portions of the CORPORATION COMMON AREAS except where specifically designated. An OWNER by the purchase of his DWELLING UNIT agrees to indemnify the CORPORATION and hold it harmless against loss or liability of any kind arising from his having any animal in MISSION BAY.

(m) No Signs: No sign, advertising or notice shall be permitted on the CORPORATION COMMON AREAS unless specifically permitted by the prior written consent of DEVELOPER until the CONVEYANCE DATE and thereafter by the CORPORATION. Notwithstanding the foregoing, DEVELOPER

reserves the right for itself and its designees to place and maintain signs in connection with construction, marketing, sales and rental of DWELLING UNITS and identifying or informational signs anywhere on the COMMITTED PROPERTY.

(n) Garbage Containers, Oil and Gas Tanks, Air Conditioners, Solar Collectors, Pool Equipment:

(1) All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment should be underground or placed in walled-in areas or landscaped areas so that such are not visible from any Roadway or adjacent DWELLING UNIT, and adequate landscaping surrounding same shall be installed and maintained.

(2) Solar collectors other than those installed by the DEVELOPER shall only be permitted with the prior written consent of the CORPORATION.

(o) Maintenance of Premises: 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 lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition. The COMMITTED PROPERTY and any DWELLING UNITS or other STRUCTURES thereon shall be kept in good, safe, clean, neat and attractive condition, and all STRUCTURES thereon shall be maintained in a finished, painted and attractive condition. Excepted from the foregoing shall be any portion of the COMMITTED PROPERTY owned by DEVELOPER through the period of construction of DWELLING UNITS or other buildings or improvements thereon. Upon the failure to maintain the premises as aforesaid and upon OWNER'S failure to make such improvement corrections as may be necessary within ten (10) days of giving of written notice (which written notice does not have to be given in the case of emergency, in which event the CORPORATION may without any prior notice directly and immediately remedy the problem), the CORPORATION may enter upon such premises and make such improvements or correction as may be necessary, the cost of which shall be paid by the VILLAGE ASSOCIATION or OWNER, as the case may be. If any OWNER or VILLAGE ASSOCIATION fails to make payment within fifteen (15) days after requested to do so, then the payment requested shall be a lien in accordance with the provisions of Article 6.02 hereof, or CORPORATION may bring an action at law or in equity. Such entry by CORPORATION or its agents shall not be a trespass, and by the acceptance of a deed for a portion of the COMMITTED PROPERTY or by the recordation of VILLAGE COVENANTS, such party has expressly given the CORPORATION the continuing permission to do so, which permission may not be revoked.

(p) Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers:

(1) No truck, commercial van, bus, recreation vehicle, mobile home, camper or trailer may be kept on the COMMITTED PROPERTY except as set forth in sub-paragraph (5) below, and except for any of such vehicles which are completely enclosed in a garage.

(2) No boats may be kept on the CORPORATION COMMON AREAS. All boats located on Residential Property must be shielded from public view.

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(3) No OWNER or his family members, guests, or invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the COMMITTED PROPERTY which is deemed to be a nuisance or in violation of any RULES. Excepted from the foregoing shall be any vehicles owned, used, or designated by DEVELOPER.

(4) DEVELOPER and the CORPORATION shall not be responsible for any damage or theft to vehicles parked anywhere on the COMMITTED PROPERTY.

(5) DEVELOPER, until the CONVEYANCE DATE and thereafter the CORPORATION, may designate certain portions of the CORPORATION COMMON AREAS, which may be relocated or discontinued from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, campers and trailers.

(6) 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 on the CORPORATION COMMON AREAS must be completed within two (2) hours from the immobilization thereof or the vehicle must be removed from the CORPORATION COMMON AREAS. Excepted from the foregoing shall be the DEVELOPER and its designees in connection with and as part of its program of sale, leasing, constructing, and developing of and within the TOTAL PROPERTY and maintenance by the CORPORATION of its vehicles on the CORPORATION COMMON AREAS.

(q) Prohibited STRUCTURES: No structure of a temporary character including, but not limited to, a trailer, tent, shack, shed, barn, or out building shall be erected on the COMMITTED PROPERTY at any time. Excepted from the foregoing shall be the DEVELOPER and its designees provided such temporary structures are utilized for construction or sale purposes. No fence or wall may be constructed upon Residential Property except by DEVELOPER, the CORPORATION or by a BUILDER, which BUILDER has received the prerequisite approvals pursuant to Paragraph 3.09 hereof. No speed bumps may be constructed upon any portion of the COMMITTED PROPERTY.

(r) Nuisances: Nothing may or shall be done on the COMMITTED PROPERTY which may be or may become a nuisance. 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. Any questions with regard to the interpretation of this section shall be decided by the DEVELOPER until the CONVEYANCE DATE and thereafter the CORPORATION, whose decision shall be final.

(s) Garages: Garages shall be used for storage of vehicles. No use shall be made of a garage and any portion thereof which excludes or interferes with the storage of vehicles. Garages shall have automatic garage door openers, which garage door openers shall remain operable.

(t) 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 the GOVERNING DOCUMENTS. 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 MISSION BAY. Such OWNER shall be liable to the CORPORATION for any damages to the

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CORPORATION or the CORPORATION COMMON AREAS resulting from the act of any of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the CORPORATION) 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 provisions of these PROTECTIVE COVENANTS shall not act to limit the right of enforcement of the provisions of the PROTECTIVE COVENANTS against the OWNER or such person and, in addition, the OWNER shall be responsible for any and all violations of these provisions by his tenants, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time. Leases of a DWELLING UNIT shall require the tenant/lessee to comply with provisions of the GOVERNING DOCUMENTS and shall permit the CORPORATION to enforce any of the lessor's rights thereunder. In the event these provisions are not specifically set forth in the Lease, they nontheless shall be included by virtue of the provisions of this subparagraph (t).

(u) No Implied Waiver: The failure of the DEVELOPER or CORPORATION to object to an OWNER'S or other PERSON'S failure to comply with the covenants or restrictions contained herein or any other Govering Documents (including the RULES now or hereafter promulgated) shall in no event be deemed a waiver of the provisions of the GOVERNING DOCUMENTS.

(v) Certain Rights of BUILDERS: Notwithstanding anything contained herein, the provisions of subparagraphs 3.04(a), (c), (o), (p), and (q) shall not apply to a BUILDER during the period of construction of a VILLAGE by it to the extent that a waiver of such provisions is necessary and appropriate to permit the BUILDER to engage in the construction activities required for the normal and proper development of same. In the event of any questions regarding the provisions of this Paragrah 3.04(v) DEVELOPER, until the CONVEYANCE DATE and thereafter the CORPORATION, shall make a final determination.

3.05 SWIM CLUB.

SWIM CLUB is the LAND USE CLASSIFICATION assigned by DEVELOPER to that portion of the COMMITTED PROPERTY designated as the SWIM CLUB on the PROPERTY PLAN, a revised PROPERTY PLAN, these PROTECTIVE COVENANTS, a SUPPLEMENT, or otherwise by DEVELOPER; and all easements conveyed or dedicated to the CORPORATION and all use rights appurtenant thereto. Notwithstanding anything contained in these PROTECTIVE COVENANTS or other GOVERNING DOCUMENTS, the VALUE assigned to the SWIM CLUB in Article 7.01 hereof shall not be changed without the prior written consent of the SWIM CLUB OWNER. The SWIM CLUB OWNER shall be a MEMBER of the CORPORATION and shall be entitled to cast a total of twelve (12) votes as set forth in Article 5.02 hereof. The SWIM CLUB OWNER, the members of the SWIM CLUB, their family members, guests, invitees, and lessees and their family members, guests, invitees and the players or users of the SWIM CLUB and any participants, spectators at swim tournaments (the "Visitors") shall have a perpetual, non-exclusive easement in their favor to use the CORPORATION COMMON AREAS for all normal and proper purposes, including but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of these PROTECTIVE COVENANTS. Notwithstanding anything contained herein, the aforesaid easement as it relates to the use of the CORPORATION COMMON AREAS by members of the SWIM CLUB or Visitors shall be only as to that portion of the CORPORATION COMMON AREAS necessary for their use. Any disputes as to what constitutes a normal

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or proper purpose or what portion of the CORPORATION COMMON AREAS are necessary for their use shall, during the term of these PROTECTIVE COVENANTS, be determined by DEVELOPER in its sole and absolute discretion. DEVELOPER reserves the right to impose upon the CORPORATION COMMON AREAS such other easements which are required for the use and enjoyment of the SWIM CLUB, the SWIM CLUB OWNER, the SWIM CLUB members, or the Visitors.

3.06 Swim Tournament.

The SWIM CLUB is an integral part of DEVELOPER'S plan of development of MISSION BAY. It has been built with the intent that it be used for training, tournaments and swim meets. It is therefore essential that the PERSONS who use the SWIM CLUB and the public who come to observe events there be given use of the easement over the CORPORATION COMMON AREAS as set forth in Article 3.05 above and that the CORPORATION and the MEMBERS and Visitors cooperate with the SWIM CLUB OWNER, and the members of the SWIM CLUB in this regard.

3.07 COMMERCIAL PROPERTY

COMMERCIAL PROPERTY is the LAND USE CLASSIFICATION assigned by DEVELOPER to that portion of the COMMITTED PROPERTY designated as COMMERCIAL PROPERTY on the PROPERTY PLAN, a revised PROPERTY PLAN, these PROTECTIVE COVENANTS, a SUPPLEMENT, or otherwise by DEVELOPER; and all easements conveyed or dedicated to the CORPORATION and all use rights appurtenant thereto. Notwithstanding anything contained in these PROTECTIVE COVENANTS or any other Governing Document the VALUE assigned to the COMMERCIAL PROPERTY in Article 7.01 shall not be changed without the prior written consent of the COMMERCIAL PROPERTY OWNER. The COMMERCIAL PROPERTY OWNER shall be a MEMBER and shall be entitled to cast a total of twelve (12) votes as set forth in Article 5.02 hereof.

3.08 Use Restrictions.

Until the CONVEYANCE DATE, DEVELOPER reserves the absolute right, power and authority to assign and reassign various land uses to COMMITTED PROPERTY by instrument recorded in the Public Records of the COUNTY, and to inaugurate and implement variations from, modifications to, or amendments of any governmental zoning, land use restrictions, plans, land development regulations, development order and development permits applicable to TOTAL PROPERTY. Such modifications or amendments may increase or decrease the number of DWELLING UNITS permitted on all or portions of COMMITTED PROPERTY.

3.09 Plans, Specifications and Locations of STRUCTURES.

(a) The CORPORATION, through the DESIGN REVIEW COMMITTEE, shall establish and from time to time modify, DESIGN REVIEW STANDARDS for the control of the design and location of all STRUCTURES and other work within the COMMITTED PROPERTY.

(b) No STRUCTURE shall be commenced, erected, improved, or altered, nor shall any grading, excavation, tree removal, or change of exterior color or other work which in any way alters the exterior appearance of any STRUCTURE or of any CORPORATION COMMON AREA or VILLAGE COMMON AREA be done without the prior written approval of the CORPORATION acting through the DESIGN REVIEW COMMITTEE.

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(c) Each PERSON shall, prior to the commencement of construction of any STRUCTURE, submit the required material to the DESIGN REVIEW COMMITTEE in accordance with the DESIGN REVIEW STANDARDS.

(d) The approval, rejection or withholding of any approval by CORPORATION or the DESIGN REVIEW COMMITTEE of the plans, proposals and specifications and the location of all STRUCTURES, and every alteration of any STRUCTURE, shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met, it being understood that the approval by the CORPORATION relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each PERSON shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to commencement of any work or construction.

(e) The CORPORATION may charge a reasonable fee as part of its approval process hereunder to offset its expenses involved therein.

(f) Neither the CORPORATION nor the members of the DESIGN REVIEW COMMITTEE shall have any duty, responsibility, or liability to any OWNER or to any other PERSON in respect to the exercise of its powers, or the failure to exercise its powers under these PROTECTIVE COVENANTS. The CORPORATION and the members of the DESIGN REVIEW COMMITTEE shall be indemnified and held harmless from any and all damages resulting therefrom including, but not limited to, court costs and reasonable attorneys' fees. The CORPORATION may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The decision to approve, reject or withhold its approval may, in the CORPORATION'S exercise of discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) design and construction standards; or (v) any other factor deemed material or relevant.

3.10 DEVELOPER'S and CORPORATION'S Exculpation and Approvals.

DEVELOPER and the CORPORATION or its agents may grant, withhold or deny their consent, permission or approval in any instance where their consent, permission or approval is permitted or required at its sole discretion and without any liability of any nature or kind to OWNER or any other PERSON for any reason whatsoever and shall be indemnified and held harmless from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by CORPORATION or its agents under these PROTECTIVE COVENANTS shall be in writing and binding upon all PERSONS.

3.11 Subdivision and Regulation of Land.

(a) No portion of the COMMITTED PROPERTY shall be divided or subdivided without the prior written consent of DEVELOPER, who may impose certain requirements on an OWNER as a condition of its consent. Submission of a LAND SEGMENT

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to a plan of condominium ownership shall not be an act of subdivision requiring DEVELOPER'S consent.

(b) An OWNER shall not inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, development orders or development permits applicable to COMMITTED PROPERTY without the prior written approval of DEVELOPER, until the CONVEYANCE DATE, and thereafter the CORPORATION.

3.12 RULES.

The CORPORATION, by its BOARD, shall have the right to promulgate and impose RULES and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of the CORPORATION COMMON AREAS and Residential Property and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities, establishing hours and manner of operation).

ARTICLE 4
PROPERTY RIGHTS
CORPORATION COMMON AREAS

4.01 MEMBERS Rights and Easements.

Every MEMBER shall have a non-exclusive right and easement of enjoyment and use in and to the CORPORATION COMMON AREAS, which right and easement shall be appurtenant to and shall pass with the title to the UNIT, subject to:

(a) the right of the CORPORATION to charge reasonable, uniform and non-discriminatory admission and other fees for the use of any CORPORATION COMMON AREA;

(b) the right of the CORPORATION to suspend a MEMBER'S right to vote and a MEMBER'S right to the use of CORPORATION COMMON AREAS for any period during which any assessment against the MEMBER'S UNIT or any obligation of the MEMBER to the CORPORATION remains unpaid, and for a reasonable period during or after any infraction of the RULES, provided, however, that the CORPORATION shall not deny a MEMBER access to his PLOT;

(c) the right of the DEVELOPER, until the CONVEYANCE DATE and thereafter the CORPORATION to dedicate or transfer all or any part of the CORPORATION COMMON AREAS to any governmental agency, public authority, or utility (which right shall not be exercised by the CORPORATION without DEVELOPER'S prior written approval);

(d) the right of DEVELOPER or the CORPORATION to borrow money for the purpose of improving the CORPORATION COMMON AREAS and in aid thereof to mortgage CORPORATION COMMON AREAS in accordance with the terms hereof;

(e) the right of DEVELOPER or the CORPORATION to take such steps as are reasonably necessary to protect CORPORATION COMMON AREAS against foreclosure; and

(f) the provisions of the GOVERNING DOCUMENTS.

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ARTICLE 5
MEMBERSHIP, VOTING RIGHTS, AND PROPERTY UNITS

5.01 MEMBERS.

(a) Membership shall be appurtenant to and may not be separated from ownership of a UNIT.

(b) MEMBERS' rights, powers, duties and privileges shall be as set forth in the ARTICLES and BY-LAWS.

5.02 Voting Rights.

Each MEMBER of the CORPORATION shall have the following voting rights:

(a) One (1) vote may be cast for each DWELLING UNIT owned by a MEMBER. One (1) vote may be cast by the LAND SEGMENT OWNER for each VALUE assigned to a LAND SEGMENT. The SWIM CLUB OWNER and the COMMERCIAL PROPERTY OWNER may cast twelve (12) votes each. DEVELOPER may cast a number of votes equal to the maximum number of DWELLING UNITS permitted to be constructed by applicable governmental authorities on COMMITTED PROPERTY owned by DEVELOPER.

(b) The votes of MEMBERS other than DEVELOPER, the SWIM CLUB OWNER, COMMERCIAL PROPERTY OWNER, and LAND SEGMENT OWNERS, who shall cast their votes in person or by proxy, shall be cast at meetings of the MEMBERS by their REPRESENTATIVE. The REPRESENTATIVE shall be the President of the VILLAGE ASSOCIATION administering the VILLAGE in which such MEMBER'S DWELLING UNIT is situated or the President's written proxy who shall also be an officer of the VILLAGE ASSOCIATION.

5.03 PROPERTY UNITS.

(a) DEVELOPER shall assign a number of PROPERTY UNITS to each LAND SEGMENT in an instrument recorded in the Public Records of the COUNTY or in a SUPPLEMENT. The number of PROPERTY UNITS so assigned to a LAND SEGMENT shall be the maximum number of DWELLING UNITS that may be built on such LAND SEGMENT unless such number of PROPERTY UNITS is amended in an instrument executed and recorded by DEVELOPER, in its sole discretion. DEVELOPER shall incur no liability whatsoever and shall be held harmless in the event that the number of DWELLING UNITS built upon such LAND SEGMENT is more or less than the number assigned by DEVELOPER.

(b) The number of PROPERTY UNITS assigned to the LAND SEGMENT shall be reduced (a PROPERTY UNIT reduced by a DWELLING UNIT pursuant to the provisions hereof shall be referred to herein as a "Reduced PROPERTY UNIT") by one (1) for each CERTIFIED UNIT (i.e., if 100 PROPERTY UNITS are assigned to a LAND SEGMENT and there are 50 CERTIFIED UNITS built on the LAND SEGMENT, then the LAND SEGMENT at such time is obligated for OPERATING EXPENSES for 50 PROPERTY UNITS, and the CERTIFIED UNITS are obligated for OPERATING EXPENSES for, in the aggregate, 50 CERTIFIED UNITS; and when the LAND SEGMENT has 100 CERTIFIED UNITS, then the LAND SEGMENT has no obligation for OPERATING EXPENSES and OWNERS of the CERTIFIED UNITS are obligated to pay for each DWELLING UNIT owned by them).

(c) Calculations to determine the number of Reduced PROPERTY UNITS in the LAND SEGMENT shall be done on a six (6) month basis, beginning six (6) months after the first CERTIFIED UNIT. The figure determined every six (6) months shall be used until the next calculation is done six (6)

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months thereafter by the CORPORATION, to determine the allocation of OPERATING EXPENSES between the LAND SEGMENT and CERTIFIED UNITS. The BUILDER shall perform the calculation required hereunder and shall certify same to the CORPORATION, provided that BUILDER shall be liable for any incorrect certifications.

(d) If the LAND SEGMENT OWNER builds fewer DWELLING UNITS than the number of PROPERTY UNITS assigned to the LAND SEGMENT, then the LAND SEGMENT OWNER may petition the DEVELOPER, in a sworn petition, requesting reduction in the number of PROPERTY UNITS assigned to such LAND SEGMENT. DEVELOPER, in its sole discretion, can so reduce the number of PROPERTY UNITS assigned to such LAND SEGMENT. In the event DEVELOPER does so reduce the number of PROPERTY UNITS assigned to a LAND SEGMENT, the same shall be reflected in a written instrument executed by DEVELOPER which shall be recorded in the Public Records of the COUNTY and same shall have the effect of reducing the maximum number of DWELLING UNITS which may ultimately be built on such LAND SEGMENT and the obligation of the LAND SEGMENT OWNER to pay OPERATING EXPENSES for PROPERTY UNITS assigned to the LAND SEGMENT all as set forth in such instrument executed by DEVELOPER.

(e) The DEVELOPER may, in its sole discretion, assign the number of PROPERTY UNITS, if any, to each LAND SEGMENT, in accordance with the provisions of this Article 5.03. Any dispute as to the number of PROPERTY UNITS assigned to a LAND SEGMENT or the VALUE assigned to a PROPERTY UNIT shall be decided by DEVELOPER whose decision shall be final.

ARTICLE 6
COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

6.01 Affirmative Covenant to Pay OPERATING EXPENSES.

There is hereby imposed upon each CONTRIBUTING UNIT, each VILLAGE ASSOCIATION and each VILLAGE, the affirmative covenant and obligation to pay to the CORPORATION all ASSESSMENTS including, but not limited to, the INDIVIDUAL UNIT ASSESSMENTS and SPECIAL ASSESSMENTS. Each VILLAGE ASSOCIATION shall have the obligation to collect the ASSESSMENTS for the CONTRIBUTING UNITS it administers or controls and pay same to the CORPORATION when such ASSESSMENT is due; provided, however, that the CORPORATION may, in its sole discretion elect to collect or not collect ASSESSMENTS directly from OWNERS. Each OWNER by acceptance of a deed or other instrument of conveyance conveying a UNIT, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay all ASSESSMENTS for OPERATING EXPENSES in accordance with the provisions of these PROTECTIVE COVENANTS and consents and agrees to the lien rights hereunder against such UNIT. The liability for ASSESSMENTS for OPERATING EXPENSES is personal to the OWNER and the OWNER'S grantees and may not be avoided by waiver of the use or enjoyment of CORPORATION COMMON AREAS or by abandonment of the UNIT for which the ASSESSMENTS are made. Neither liability for ASSESSMENTS nor the amount of ASSESSMENTS shall be reduced or avoided due to the fact that all or a portion of the CORPORATION COMMON AREAS are not complete.

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6.02 Establishment of Liens.

Any and all ASSESSMENTS made by the CORPORATION in accordance with the provisions of these PROTECTIVE COVENANTS with interest thereon at the highest rate allowed by law and if there is no limit established by law then as established by the CORPORATION and costs of collection including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be a charge and continuing lien upon the UNIT against which each such ASSESSMENT is made, and shall also be the personal obligation of the OWNER of each such UNIT assessed. Pursuant to the provisions of Article 7.01(d), a lien against a DWELLING UNIT shall be a lien against the VILLAGE which it is a part of. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the COUNTY of a written, acknowledged claim of lien by the CORPORATION setting forth the amount due to the CORPORATION as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the claim of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an INSTITUTIONAL MORTGAGEE holding a first mortgage of record obtains title to a UNIT as a result of foreclosure of its mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of ASSESSMENTS pertaining to such UNIT or chargeable to the former OWNER thereof which became due prior to the acquisition of title as a result of the foreclosure, unless the ASSESSMENT against the UNIT in question is secured by a claim of lien for ASSESSMENTS that is recorded prior to the recordation of the mortgage which was foreclosed. The unpaid share of OPERATING EXPENSES or ASSESSMENTS shall be collectible from all of the OWNERS, including such acquirer and his successors and assigns.

6.03 Collection of ASSESSMENTS.

In the event any CONTRIBUTING UNIT OWNER or a VILLAGE ASSOCIATION shall fail to pay ASSESSMENTS or any installments thereof within fifteen (15) days after the same becomes due, then the CORPORATION shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the CORPORATION:

(a) To accelerate the entire amount of any ASSESSMENTS for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the CONTRIBUTING UNIT OWNER or VILLAGE ASSOCIATION in default funds to accomplish the needs of the CORPORATION up to and including the full amount for which such OWNER(s) or VILLAGE ASSOCIATION is liable to the CORPORATION and the amount or amounts of monies so advanced, together with interest at the highest rate allowed by law, and if there is no limit established by law, then as established by CORPORATION, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the CORPORATION and such advance by the CORPORATION shall not be deemed a waiver of the default.

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(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the CORPORATION in like manner as a foreclosure of a mortgage on real property.

(d) To file an action at law against the OWNER to collect said ASSESSMENT plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees at all trial and appellate levels without waiving any lien rights or rights of foreclosure in the CORPORATION.

6.04 Collection by DEVELOPER.

Until the CONVEYANCE DATE, in the event for any reason the CORPORATION shall fail to collect the ASSESSMENTS, then in that event, DEVELOPER shall at all times have the right but not the obligation: (a) to advance such sums as the CORPORATION could have advanced as set forth above; and (b) to collect such ASSESSMENTS and, if applicable, any such sums advanced by DEVELOPER, by using the remedies available to the CORPORATION as set forth above which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to DEVELOPER.

6.05 Rights To Pay ASSESSMENTS and Receive Reimbursement.

DEVELOPER and any INSTITUTIONAL MORTGAGEES shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the ASSESSMENTS which are in default and which may or have become a charge against any UNIT. Further, DEVELOPER until the CONVEYANCE DATE shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of OPERATING EXPENSES on behalf of the CORPORATION where the same are overdue and where lapses in policies or services may occur. DEVELOPER shall be entitled to immediate reimbursement for such overdue OPERATING EXPENSES so paid from the CORPORATION plus any costs of collection including, but not limited to, reasonable attorneys' fees.

ARTICLE 7
METHOD OF DETERMINING ASSESSMENTS

7.01 Determining Amount of ASSESSMENTS.

(a) BUDGET. The total anticipated OPERATING EXPENSES for each calendar year shall be set forth in a budget (the BUDGET) adopted by the CORPORATION not later than November 1st of the calendar year preceding the calendar year for which the BUDGET is being adopted.

(b) INDIVIDUAL UNIT ASSESSMENT. The total anticipated OPERATING EXPENSES or the Total Interim OPERATING EXPENSES during the INTERIM PERIOD (other than those OPERATING EXPENSES which are properly the subject of a SPECIAL ASSESSMENT, as hereinafter set forth) shall be apportioned to determine the INDIVIDUAL UNIT ASSESSMENT as follows:

(i) There shall be assigned to each DWELLING UNIT that is a CONTRIBUTING UNIT a VALUE of one (1.00).

(ii) There shall be assigned to each LAND SEGMENT that is a CONTRIBUTING UNIT the number of VALUES equal to the number of PROPERTY UNITS assigned thereto, as set forth in Article 5.03 hereof.

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(iii) There shall be assigned to the SWIM CLUB and the COMMERCIAL PROPERTY a VALUE of twelve (12.00). Notwithstanding anything contained herein, the provisions of these PROTECTIVE COVENANTS shall not be amended in a manner which would increase the assessment of the SWIM CLUB or COMMERCIAL PROPERTY without the prior written approval of the SWIM CLUB OWNER and the COMMERCIAL PROPERTY OWNER, as the case may be.

(iv) Subject to the provisions of Article 7.01(c) immediately below (which provisions are only applicable during the INTERIM PERIOD or any extension thereof), the INDIVIDUAL UNIT ASSESSMENT for each UNIT shall be the product arrived at by multiplying the total anticipated OPERATING EXPENSES reflected by the BUDGET, other than those OPERATING EXPENSES which are properly the subject of a SPECIAL ASSESSMENT, by a fraction, the numerator of which is the VALUE of the CONTRIBUTING UNIT and the denominator of which shall be the total of all VALUES of all CONTRIBUTING UNITS in existence as of the date the BUDGET was adopted. The total number of CONTRIBUTING UNITS will be adjusted from time to time in accordance with these PROTECTIVE COVENANTS. All questions regarding the number of CONTRIBUTING UNITS in existence shall be determined by DEVELOPER until the CONVEYANCE DATE and thereafter by the CORPORATION.

(c) INDIVIDUAL UNIT ASSESSMENT During INTERIM PERIOD: The term INTERIM PERIOD shall mean a period of time commencing with the date of these PROTECTIVE COVENANTS and continuing through December 31, 1986. DEVELOPER reserves the right, in its sole and absolute discretion, to extend the INTERIM PERIOD beyond December 31, 1986, and thereafter on one (1) or more occasions to again extend it. The CORPORATION shall be advised in a written notice of any such extension of the INTERIM PERIOD and the amount of the new INTERIM ASSESSMENT at least thirty (30) days prior to the termination of the INTERIM PERIOD or an extension thereof. During the initial INTERIM PERIOD, it is covenanted and agreed by DEVELOPER that INDIVIDUAL UNIT ASSESSMENTS shall not exceed an annual amount of Twenty-five and no/100 Dollars ($25.00) (the INTERIM ASSESSMENT) and that DEVELOPER shall pay the difference, if any, between the amount of INTERIM ASSESSMENTS collected by the CORPORATION during such INTERIM PERIOD and the amount of money spent by the CORPORATION for OPERATING EXPENSES during such INTERIM PERIOD. Thereafter, should DEVELOPER elect to extend the INTERIM PERIOD as aforesaid, the amount of such INTERIM ASSESSMENT during such extended INTERIM PERIOD shall be the amount set forth by DEVELOPER in the notice to the CORPORATION. Notwithstanding anything contained herein, the INTERIM PERIOD shall terminate upon the "Turnover Date" (as that term is defined in the ARTICLES).

(d) VILLAGE ASSOCIATION: Notwithstanding anything contained in these PROTECTIVE COVENANTS to the contrary, except as otherwise set forth in this sub-paragraph (d), the INDIVIDUAL UNIT ASSESSMENT against DWELLING UNITS shall be in the aggregate assessed against the VILLAGE they are located in and the VILLAGE ASSOCIATION operating same and shall be collected by such VILLAGE ASSOCIATION in the same manner and to the same extent as the common expenses of such VILLAGE. Each VILLAGE ASSOCIATION shall then assess the DWELLING UNIT OWNER in such VILLAGE for the DWELLING UNIT OWNER'S INDIVIDUAL UNIT ASSESSMENT. The lien set forth in Article 6.02 shall be a lien against the real property of such VILLAGE and the collection rights pursuant to Article 6.03 shall be as to all the DWELLING UNITS and their owners in the VILLAGE and to the VILLAGE ASSOCIATION operating such VILLAGE. Notwithstanding the foregoing, the CORPORATION, in

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its sole and absolute discretion, may elect to exercise its collection and lien rights hereunder only against the particular UNIT OWNER who has not paid his portion of the ASSESSMENTS or may release its lien from a UNIT whose OWNER has paid this portion of the ASSESSMENT.

7.02 CONTRIBUTING UNITS.

A DWELLING UNIT shall be a CONTRIBUTING UNIT when it has received a Certificate of Occupancy by the applicable governmental entity. A LAND SEGMENT shall be a CONTRIBUTING UNIT when DEVELOPER conveys legal title to such LAND SEGMENT to a LAND SEGMENT OWNER. The SWIM CLUB and the COMMERCIAL PROPERTY are CONTRIBUTING UNITS. Each UNIT that is not a CORPORATION COMMON AREA or VILLAGE COMMON AREA or not owned by a governmental entity, shall be a CONTRIBUTING UNIT except a DWELLING UNIT shall not be a CONTRIBUTING UNIT until it has received a Certificate of Occupancy from the applicable governmental entity. Notwithstanding anything contained herein, a UNIT owned by DEVELOPER shall not be a CONTRIBUTING UNIT during the INTERIM PERIOD or any extension or renewal thereof nor ever shall be subject to SPECIAL ASSESSMENTS.

7.03 ASSESSMENT Payments.

The INDIVIDUAL UNIT ASSESSMENTS and installments thereof may be adjusted from time to time by the CORPORATION to reflect changes, including but not limited to, changes in the number of VALUES for CONTRIBUTING UNITS. When a CONTRIBUTING UNIT comes into existence or if a new VALUE is assigned to a CONTRIBUTING UNIT, such CONTRIBUTING UNIT shall be deemed assessed the amount of such ASSESSMENT or installment thereof which would have been assessed against such CONTRIBUTING UNIT if it had such VALUE at the time such ASSESSMENT was originally made, prorated from the date the CONTRIBUTING UNIT received such VALUE through the end of the ASSESSMENT period in question.

7.04 SPECIAL ASSESSMENTS.

SPECIAL ASSESSMENTS include, in addition to other ASSESSMENTS designated as SPECIAL ASSESSMENTS, whether or not for a cost or expense which is included within the definition of OPERATING EXPENSES, those ASSESSMENTS which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the CORPORATION COMMON AREAS or the cost (whether in whole or in part) of reconstructing or replacing such improvements. SPECIAL ASSESSMENTS shall be in addition to, and are not part of, any INTERIM ASSESSMENT. SPECIAL ASSESSMENTS shall be paid in such installments or in a lump sum as the CORPORATION shall, from time to time, determine. NOTWITHSTANDING ANYTHING CONTAINED IN THESE PROTECTIVE COVENANTS, NEITHER DEVELOPER, SWIM CLUB OWNER, NOR THE COMMERCIAL PROPERTY OWNER SHALL EVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS, AND PROPERTY OWNED BY DEVELOPER, SWIM CLUB OWNER, AND THE COMMERCIAL PROPERTY OWNER SHALL NEVER BE ASSESSED FOR SAME.

7.05 Liability of CONTRIBUTING UNIT OWNERS for INDIVIDUAL UNIT ASSESSMENTS.

By the acceptance of a deed or other instrument of conveyance of a UNIT each OWNER thereof acknowledges that each CONTRIBUTING UNIT, and the CONTRIBUTING UNIT OWNERS thereof, are jointly and severally liable for their own INDIVIDUAL UNIT ASSESSMENT and their applicable portion of any SPECIAL ASSESSMENTS as well as for all ASSESSMENTS for which they are liable as provided for herein. Such OWNERS

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further recognize and covenant that they are jointly and severally liable with the OWNERS of all CONTRIBUTING UNITS for the OPERATING EXPENSES. Accordingly, it is recognized and agreed by each OWNER who is or becomes a CONTRIBUTING UNIT OWNER for himself and his heirs, executors, successors and assigns that in the event CONTRIBUTING UNIT OWNERS fail or refuse to pay their INDIVIDUAL UNIT ASSESSMENT or any portion thereof or their respective portions of any SPECIAL ASSESSMENTS or other ASSESSMENTS, then the other CONTRIBUTING UNIT OWNERS may be responsible for increased INDIVIDUAL UNIT ASSESSMENTS or SPECIAL or other ASSESSMENTS, due to the nonpayment by such other CONTRIBUTING UNIT OWNERS, and such increased INDIVIDUAL UNIT ASSESSMENT or SPECIAL or other ASSESSMENT can and may be enforced by the CORPORATION and DEVELOPER in the same manner as all other ASSESSMENTS hereunder as provided in these PROTECTIVE COVENANTS.

ARTICLE 8
OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the CORPORATION COMMON AREAS and the CORPORATION are hereby declared to be OPERATING EXPENSES.

8.01 Taxes.

Any and all taxes and SPECIAL ASSESSMENTS levied or assessed upon the CORPORATION COMMON AREAS or any improvements or thereon by all taxing authorities or districts, and against all personal property owned by the CORPORATION, including any interest, penalties and other charges which may accrue thereon.

8.02 Utility Charges.

All charges levied by utilities or utility service districts providing services for the CORPORATION COMMON AREAS.

8.03 Insurance.

The premiums on the policy or policies of insurance which the CORPORATION, in its sole discretion determines to obtain, provided, however, that the CORPORATION shall obtain and maintain the following insurance coverage:

1. Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all STRUCTURES located upon the CORPORATION COMMON AREAS affording protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and for sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

2. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the CORPORATION and, until the CONVEYANCE DATE, the DEVELOPER as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the CORPORATION COMMON AREAS and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million

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($1,000,000.00) Dollars for damages incurred or claimed by any one person for any one occurrence and not less than Five Million ($5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and for not less than Two Hundred Fifty Thousand ($250,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability for false arrests, liability for electronic monitoring systems, libel and slander liability, host liquor liability and such other risks as are customarily covered with respect to areas similar to the CORPORATION COMMON AREAS in developments similar in construction, location and use.

3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, TRUSTEES, and employees of the CORPORATION and all others who handle or are responsible for handling funds of the CORPORATION or to whom such responsibility is delegated, such coverage to be in the form of fidelity bonds which meet the following requirements: (a) Such bonds shall name the CORPORATION as an obligee; (b) Such bonds shall be written in an amount equal to at least twenty-five (25%) percent of the estimated annual OPERATING EXPENSES; (c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar term.

4. Officer and Director liability insurance and liability insurance for MEMBERS of the CORPORATION, if available, as shall be determined by the BOARD to be required or beneficial for the protection of the TRUSTEES and officers of the CORPORATION, and the MEMBERS of the CORPORATION.

8.04 Reconstruction of STRUCTURES.

Any and all sums necessary to repair, replace, construct or reconstruct any STRUCTURE upon the CORPORATION COMMON AREAS damaged by any casualty not covered in whole or in part by insurance.

8.05 Maintenance, Repair and Replacement.

Any and all expenses necessary to maintain, repair, operate, protect, and replace the CORPORATION COMMON AREAS shall be an OPERATING EXPENSE.

8.06 Lighting.

The cost of installing, maintaining, and operating any street lights now or hereafter located on the CORPORATION COMMON AREAS.

8.07 Limited Access Gates, Electronic Monitoring System and Surveillance Personnel.

The cost and expense of operating limited access gates and electronic monitoring systems for CORPORATION COMMON AREAS, if any, and the cost of employing any surveillance personnel and operating and maintaining gate houses, surveillance facilities and vehicles used for monitoring or surveillance services.

8.08 Administrative and Operational Expenses.

The costs of administration for the CORPORATION in the performance of its functions and duties under the GOVERNING

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DOCUMENTS including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees, and contracting expenses. Further, the CORPORATION may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder including maintenance and surveillance functions.

8.09 Compliance with Laws.

The cost of compliance with all applicable laws, statutes, ordinances and regulations, the cost and expense of which shall be an OPERATING EXPENSE.

8.10 Indemnification.

The CORPORATION covenants and agrees that it will indemnify, defend and hold harmless DEVELOPER, and any related corporations, including but not lmited to, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about COMMITTED PROPERTY or other property serving the CORPORATION, or resulting or arising out of the operation of the CORPORATION and improvements thereof and thereon, or resulting from or arising out of activities or operation of the CORPORATION, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by DEVELOPER arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The cost and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an OPERATING EXPENSE to the extent such matters are not covered by the CORPORATION'S insurance, provided that the amount of any ASSESSMENT arising therefrom shall be in addition to, and not part of, the regular ASSESSMENT during the INTERIM PERIOD.

8.11 Failure or Refusal of CONTRIBUTING UNIT OWNERS or VILLAGE ASSOCIATIONS to Pay ASSESSMENTS.

Funds needed for OPERATING EXPENSES due to the failure or refusal of CONTRIBUTING UNIT OWNERS or a VILLAGE ASSOCIATION to pay ASSESSMENTS shall be an OPERATING EXPENSE.

8.12 Extraordinary Items.

Extraordinary items of expense incurred under the GOVERNING DOCUMENTS such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be the subject of a SPECIAL ASSESSMENT.

8.13 Costs of Reserves.

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the CORPORATION COMMON AREAS and the STRUCTURES thereupon in amount determined by the CORPORATION shall be an OPERATING EXPENSE. The Reserves shall be deposited in a separate account in the name of the CORPORATION to provide such funds and Reserves. The monies collected by the CORPORATION on account of Reserves shall be and shall remain the exclusive property of the CORPORATION and no OWNER shall have any interest, claim or right to such Reserves or any fund composed of same.

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8.14 Miscellaneous Expenses.

The cost of any item, or costs or expenses pertaining to or for the benefit of the CORPORATION or the CORPORATION COMMON AREAS, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of OPERATING EXPENSE by the BOARD shall be an OPERATING EXPENSE.

ARTICLE 9
TELECOMMUNICATIONS AND SURVEILLANCE SERVICES

9.01 Installation.

DEVELOPER hereby reserves unto itself and its designees, successors, assignees and licensees the right (though no obligation is hereby assumed) to construct or install over, across and upon any portion of the COMMITTED PROPERTY for the use of the OWNERS and their permitted or authorized guests, invitees, tenants and family members the SYSTEM, the exact description, location and nature of which may have not yet been fixed nor determined. DEVELOPER shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of a SYSTEM (the scope, extent, size and the location of which over, across, upon and through the COMMITTED PROPERTY shall be determined solely by DEVELOPER, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the SYSTEM including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the SYSTEM including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting (the facilities and equipment of which shall be owned and exclusively controlled by the DEVELOPER, its successors and assigns or its designees). Further, DEVELOPER reserves the right, unto itself and its designees, successors, assignees and licensees, to permit itself and any PERSON which administers, operates, or provides telecommunication services to the SYSTEM to use temporarily any part of the CORPORATION COMMON AREAS and to install temporarily on any part of the CORPORATION COMMON AREAS any telecommunication equipment servicing the SYSTEM.

9.02 SYSTEM Services.

DEVELOPER has entered into a contract for the exclusive provision of the SYSTEM (the "Contract"). The contract provides that the basic SYSTEM shall be mandatory for all OWNERS.

The contract for the SYSTEM also generally provides as follows:

(a) Every DWELLING UNIT shall be subject to a charge, payable per DWELLING UNIT on the first day of each month or quarter in advance, of Fourteen Dollars ($14.00) per month for basic cable television programming services. Rates for all services may be increased, beginning January 1, 1987, and annually thereafter, by a percentage not to exceed the cumulative increase in the U.S. Bureau of Labor Statistics Consumer Price Index with the base for such calculation being December 1, 1986, provided rates shall be competitive with other cable television service providers in the Palm Beach County area, all as more fully described in the Contract.

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(b) Every VILLAGE ASSOCIATION shall impose, along with OPERATING EXPENSE ASSESSMENTS and its regular maintenance assessment, against each DWELLING UNIT contained within the VILLAGE, the amount of the basic fees due and payable for the SYSTEM and shall collect same and forthwith remit the amount collected to the Corporation or the Contractual Designee.

(c) LAND SEGMENT OWNERS are excused from the payment of fees until such time as any CERTIFIED UNITS constructed by them shall first receive a certificate of occupancy.

(d) Every DWELLING UNIT OWNER hereby agrees that the CORPORATION and VILLAGE ASSOCIATION and their respective successors and assigns shall have a lien upon such DWELLING UNIT for the respective charges.

(e) Any INSTITUTIONAL MORTGAGEE becoming a DWELLING UNIT OWNER by reason of foreclosure of its mortgage or by accepting a deed in lieu thereof shall be excused from the payment of fees while it is such OWNER and has not placed any other person in possession of such DWELLING UNIT. Where an INSTITUTIONAL MORTGAGEE or other OWNER of a DWELLING UNIT obtains title to the DWELLING UNIT as a result of the foreclosure of an Institutional Mortgage, such acquirer of title, its successor and assigns, shall not be liable for the payment of the aforementioned charges pertaining to such DWELLING UNIT which become due prior and where secured by a recorded lien to acquisition of title in the manner provided above.

(f) The Contractual Designee may impose such additional charges for optional SYSTEM Services as consistent with rates for services as approved by local governmental agency having jurisdiction over the franchising of such services. Such services shall not be mandatory and charges therefor shall be individually billed to the DWELLING UNIT OWNER.

(g) DEVELOPER may excuse portions of the COMMITTED PROPERTY which are not RESIDENTIAL PROPERTY from the provisions of this Article 9 which, in the determination of DEVELOPER, have uses for SYSTEM services inconsistent with the overall design of such services in MISSION BAY as a whole.

(h) The term "Contractual Designee" or "Designees" shall mean Palm-Comm, a Florida general partnership, the company with which DEVELOPER has contracted for the furnishing of such SYSTEM Services; provided DEVELOPER shall have the right to contract with other contractual Designees in the event Palm-Comm is in default under, or as otherwise provided in, the Contract.

(i) Enforcement shall be by an appropriate action at law or in equity against any parties or PERSONS violating or attempting to violate any covenants. The bringing of one action shall not constitute an election or exclude the bringing of another action. When the Contractual Designee enforces the provisions of this Article 9, it shall be entitled to payment of court costs and reasonable attorneys' fees.

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ARTICLE 10
GENERAL AND PROCEDURAL PROVISIONS

10.01 Easements and Cross-Easements on CORPORATION COMMON AREAS.

(a) DEVELOPER, for itself, its designees and the CORPORATION, reserves the right to impose upon the CORPORATION COMMON AREAS henceforth and from time to time such easements and cross-easements for ingress and egress and the installation, maintenance, construction and repair of utilities and facilities, including, but not limited to, electric power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for TOTAL PROPERTY or any portion thereof.

(b) DEVELOPER hereby imposes on the CORPORATION COMMON AREAS, such nonexclusive easements for ingress and egress as may be required for patrons and employees of any commercial child-care facilities which are not part of the TOTAL PROPERTY, but which may now or hereafter be located proximate to the TOTAL PROPERTY such that the only available access to such child-care facilities is over the Roadways on the CORPORATION COMMON AREAS.

10.02 PROTECTIVE COVENANTS Run With the Land.

The covenants, reservations, restrictions and other provisions of these PROTECTIVE COVENANTS shall run with and bind the TOTAL PROPERTY and shall inure to the benefit of the DEVELOPER and all OWNERS, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from (i) the date these PROTECTIVE COVENANTS is recorded, or (ii) the date of the last addition of ADDITIONAL LAND to the COMMITTED PROPERTY, whichever is later, but not more than forty (40) years from the date of these PROTECTIVE COVENANTS, after which time these PROTECTIVE COVENANTS shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the MEMBERS assigned at least two-thirds (2/3) of the votes of the CORPORATION has been recorded agreeing to change or terminate (if not prohibited by other provisions of these PROTECTIVE COVENANTS) these PROTECTIVE COVENANTS in whole or in part.

10.03 CORPORATION Delegation.

The CORPORATION shall have the right to delegate any of its powers of architectural control and permitted uses of the VILLAGES, under these PROTECTIVE COVENANTS to a VILLAGE ASSOCIATION(S); provided, however, that until the CONVEYANCE DATE DEVELOPER consents thereto.

10.04 Completion of Construction - Remedy.

Once the construction of any STRUCTURE is begun, work thereon must be executed diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion until the CONVEYANCE DATE and thereafter the CORPORATION, for a

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continuous sixty (60) day period, then DEVELOPER shall have the right to notify the OWNER of its intentions herein, enter the UNIT and take such steps as might be required to correct the undesirable appearance or existence of the STRUCTURE including, but not limited to, demolition or removal thereof, or pursue any of the remedies under these PROTECTIVE COVENANTS. The reason for such correction may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said UNIT collectable in accordance with Article 6.

10.05 Non-Liability of DEVELOPER.

The DEVELOPER shall not in any way or manner be held liable or responsible for any violation of these PROTECTIVE COVENANTS by any PERSON.

10.06 Amendment of PROTECTIVE COVENANTS and RULES.

(a) In addition to any other right of amendment or modification provided for in these PROTECTIVE COVENANTS, in which case those provisions shall apply, DEVELOPER may, until the CONVEYANCE DATE, in its sole discretion, and by its sole act without the joinder or consent of any PERSON, by an instrument filed of record, modify, enlarge, amend, waive or add to provisions of these PROTECTIVE COVENANTS; provided, however, that the CORPORATION shall, forthwith but not more than ten (10) days after request of DEVELOPER, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as DEVELOPER shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by DEVELOPER or to affect the validity thereof.

(b) Except as set forth in Paragraph (a) above, the process of amending or modifying these PROTECTIVE COVENANTS shall be as follows:

1. Until the CONVEYANCE DATE, all amendments or modifications shall be first approved in writing by DEVELOPER.

2. (a) by the vote of two-thirds (2/3) of all MEMBERS together with (b) the approval or ratification of a majority of the BOARD. The aforementioned vote of the MEMBERS may be evidenced by a writing signed by the required number thereof or their REPRESENTATIVE or by the affirmative vote of the required number thereof or their REPRESENTATIVE at any regular or special meeting of the CORPORATION called and held in accordance with the BY-LAWS, evidenced by a certificate of the Secretary or an assistant secretary of the CORPORATION.

3. Amendments for correction of scrivener's error or other non-material changes may be made by DEVELOPER alone until the CONVEYANCE DATE and thereafter by the BOARD of Governors of the CORPORATION alone without the need of consent of the CONTRIBUTING UNIT OWNERS.

4. Notwithstanding anything to the contrary herein contained, no amendment to these PROTECTIVE COVENANTS shall be effective which shall impair or prejudice the rights or priorities of DEVELOPER, the COMMERCIAL PROPERTY OWNER, or the SWIM CLUB OWNER, under these PROTECTIVE

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COVENANTS or any other of the GOVERNING DOCUMENTS without the prior specific written approval of such DEVELOPER, CORPORATION, SWIM CLUB OWNER, or COMMERCIAL PROPERTY OWNER affected thereby.

5. After the CONVEYANCE DATE, a true copy of any amendment to these PROTECTIVE COVENANTS shall be sent certified mail by the CORPORATION to DEVELOPER within five (5) days of its adoption.

6. Notwithstanding anything contained herein, SUPPLEMENTS are not amendments and need only be executed by DEVELOPER alone.

10.07 Enforcement.

(a) DEVELOPER reserves unto itself and its designees the right and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of these PROTECTIVE COVENANTS, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to the CORPORATION, or to a VILLAGE ASSOCIATION, or to an OWNER, or to any other designee including, without limitation, the COMMERCIAL PROPERTY OWNER and the SWIM CLUB OWNER.

(b) In the event DEVELOPER does not enforce the covenants, conditions, restrictions or other provisions of these PROTECTIVE COVENANTS, then the following parties may in the following priority enforce same as hereinafter set forth: (1) the CORPORATION; (2) a VILLAGE ASSOCIATION; (3) any other OWNER. In the event a party with a lesser priority desires to enforce these PROTECTIVE COVENANTS then that party must first give thirty (30) days written notice to the parties with higher priority, starting first with the DEVELOPER, that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) day period, and if during such period the parties with the higher priority do not initiate enforcement procedures then the party of the lesser priority may so initiate such enforcement procedurs. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

(c) DEVELOPER, its designees or other party having the right to enforce these PROTECTIVE COVENANTS, if any, pursuant to Paragraph (b) above shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by these PROTECTIVE COVENANTS by any proceeding at law or in equity against any PERSON or entity violating or attempted violation of such provisions, to require specific performance of such provisions, and to enforce any lien created by these PROTECTIVE COVENANTS. Failure by DEVELOPER, or the CORPORATION, or a VILLAGE ASSOCIATION, or any OWNER, or any other PERSON or entity, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(d) The costs and attorneys fees, including those resulting from any appellate proceedings, incurred by DEVELOPER or its designees or a party having the right to enforce these PROTECTIVE COVENANTS, if any, pursuant to Paragraph (b) above, who prevails in any such enforcement action, in any action against a PERSON or entity to enforce any provision of these PROTECTIVE COVENANTS shall be a personal obligation of such PERSON or entity which shall be paid by such PERSON or entity and any amount thereof which remains due and unpaid shall be a continuing lien upon such OWNER'S UNIT collectible in the manner provided in Article 6.

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10.08 Fines.

In addition to all other remedies provided for in these PROTECTIVE COVENANTS, the CORPORATION may impose a fine on an OWNER for failure of an OWNER, his family members, guests, invitees, tenants and licensees to comply with any provisions of these PROTECTIVE COVENANTS; provided, however, the CORPORATION grants reasonable notice and opportunity to be heard as more specifically set forth in the BY-LAWS. The decisions of the CORPORATION shall be final. Fines may not exceed a maximum of Fifty ($50.00) Dollars per occurrence for violations and One Hundred ($100.00) Dollars per occurrence for second violations. Fines shall be considered a SPECIAL ASSESSMENT against the OWNER'S UNIT. The fine may not be imposed against DEVELOPER, a LAND SEGMENT OWNER, SWIM CLUB OWNER, or the COMMERCIAL PROPERTY OWNER without DEVELOPER'S prior written consent. The CORPORATION shall have the right, under Article 6.02, to collect fines.

10.09 Severability.

If any provision of these PROTECTIVE COVENANTS is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of these PROTECTIVE COVENANTS, all of which shall remain in full force and effect, and such holding shall be limited to its most narrow application.

10.10 Dissolution.

In the event of dissolution of the CORPORATION, each UNIT shall continue to be subject to the ASSESSMENTS specified in these PROTECTIVE COVENANTS and each MEMBER shall continue to be personally obligated to DEVELOPER or the successor or assigns of CORPORATION as the case may be for such assessment to the extent that such ASSESSMENTS are required to enable DEVELOPER or any such successors or assigns acquiring any real property previously owned by the CORPORATION to properly maintain, operate and preserve it. The provisions of this Section 10.10 shall only apply with regard to the maintenance, operation and preservation of property which has been CORPORATION COMMON AREA and continues to be so used for the common use and enjoyment of OWNERS. The above notwithstanding, in the event of dissolution of the CORPORATION, for whatever reason, any OWNER may petition the Circuit Court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved CORPORATION and the CORPORATION COMMON AREAS in place and instead of the CORPORATION and to make such provisions as may be necessary for the continued management of the affairs of the dissolved CORPORATION and the CORPORATION COMMON AREAS.

10.11 Certain Vacations of Plats Prohibited.

No portion of the plat of the MISSION BAY P.U.D. which constitutes exterior open area required by the Planned Unit Development section of the Palm Beach County Zoning Ordinance may be vacated unless the entire Plat of the Mission Bay P.U.D. is vacated.

10.12 Gender.

Wherever in these PROTECTIVE COVENANTS the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

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10.13 Notices.

(a) To DEVELOPER. Notice to DEVELOPER as may be required or desired herein shall be in writing and delivered or mailed to DEVELOPER at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by DEVELOPER.

(b) To CORPORATION or VILLAGE ASSOCIATION. Notice to CORPORATION or a VILLAGE ASSOCIATION as may be required shall be in writing and delivered or mailed to the CORPORATION or the VILLAGE Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by CORPORATION or VILLAGE ASSOCIATION.

(c) To MEMBER. Notice to any MEMBER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of the COUNTY or to the address of the MEMBER, as shown on the deed recorded in the Public Records of the COUNTY, or to the address of the MEMBER as filed with the Secretary of the CORPORATION, or if a MEMBER be a CORPORATION, to its principal place of business as shown by the records of the Secretary of State (of Florida or its state of incorporation).

(d) A notice of each annual or special meeting of the CORPORATION, stating the purpose thereof, as well as the time and place where it is to be held, shall be served upon the REPRESENTATIVE of each VILLAGE ASSOCIATION and each MEMBER not belonging to a VILLAGE ASSOCIATION as shown on the records of the CORPORATION and DEVELOPER at least forty (40), but not more than fifty-five (55), days prior to such meeting. The REPRESENTATIVE of each VILLAGE ASSOCIATION shall notify the members of a meeting of the VILLAGE ASSOCIATION members in the manner set forth in the ARTICLES or any other GOVERNING DOCUMENTS when such is required pursuant to the notice received by the REPRESENTATIVE or as required pursuant to these PROTECTIVE COVENANTS or any other GOVERNING DOCUMENTS. A notice mailed or delivered in the manner provided herein shall be considered duly served.

(e) Upon receipt by the CORPORATION from any INSTITUTIONAL MORTGAGEE of a copy of the mortgage held by such INSTITUTIONAL MORTGAGEE on a DWELLING UNIT, together with written request therefor from such INSTITUTIONAL MORTGAGEE specifying the address to which the following items are to be sent, the CORPORATION shall timely send to such INSTITUTIONAL MORTGAGEE the following (until the CORPORATION receives a written request from such INSTITUTIONAL MORTGAGEE to discontinue sending the following items or until the mortgage is discharged of record):

(i) A copy of any notice of a meeting of the CORPORATION or of the BOARD which is thereafter sent to the OWNER of such DWELLING UNIT; and

(ii) A copy of any financial statement of the CORPORATION which is thereafter sent to the OWNER of such DWELLING UNIT; and

(iii) Written notice of any termination by the CORPORATION of any professional management of the CORPORATION COMMON AREAS, and the assumption by the CORPORATION of the self-management of the CORPORATION COMMON AREAS; provided, however, such assumption by the CORPORATION of the self-management of the CORPORATION COMMON AREAS shall

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not occur unless approved by the OWNERS of sixty-seven (67%) percent of the DWELLING UNITS and the INSTITUTIONAL MORTGAGEES holding first mortgages encumbering fifty-one (51%) percent of the DWELLING UNITS encumbered by such first mortgages, if such professional management has previously been required by such INSTITUTIONAL MORTGAGEES; and

(iv) Thirty (30) days' prior written notice of the cancellation or termination by the CORPORATION of any policies of insurance covering the CORPORATION COMMON AREAS or any improvements thereon, or any fidelity bonds of the CORPORATION as required pursuant to Article 8.03 hereof, as well as copies of any notices of cancellation by others received by the CORPORATION with respect thereto; and

(v) Written notice of any damage or destruction to the improvements located on the CORPORATION COMMON AREAS which affects a material portion of the CORPORATION COMMON AREAS; and

(vi) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the CORPORATION COMMON AREAS; and

(vii) Written notice of any material amendment to, or the abandonment or termination of, these PROTECTIVE COVENANTS in accordance with the terms hereof or of any proposed action which would require the consent of INSTITUTIONAL MORTGAGEES; and

(viii) Written notice of any failure by an OWNER owning a DWELLING UNIT encumbered by a first mortgage held by such INSTITUTIONAL MORTGAGEE to perform his obligations under the GOVERNING DOCUMENTS including, but not limited to, any delinquency in the payment of any ASSESSMENTS where such failure or delinquency has continued for a period of sixty (60) days. The failure of the CORPORATION to send any such notice to any such INSTITUTIONAL MORTGAGEE shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

10.14 Approval of CORPORATION Lawsuits by MEMBERS.

The CORPORATION shall be required to obtain the approval of three-fourths (3/4) of the vote of all MEMBERS (at a duly called meeting of the MEMBERS at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the CORPORATION for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for: (a) the collection of ASSESSMENTS; (b) the collection of other charges which MEMBERS are obligated to pay pursuant to the GOVERNING DOCUMENTS; (c) the enforcement of the use and occupancy restrictions contained in the GOVERNING DOCUMENTS, including, but not limited to, to those against tenants; or (d) in an emergency where waiting to obtain the approval of the OWNERS creates a substantial risk of irreparable injury to MISSION BAY.

10.15 Condemnation.

In the event the CORPORATION receives any award or payment arising from any taking of the CORPORATION COMMON AREAS or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining CORPORATION COMMON AREAS and improvements thereon

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to the extent deemed advisable by the CORPORATION and the remaining balance of such net proceeds, if any, shall then be held by the CORPORATION for the use of the CORPORATION.

10.16 Construction.

The provisions of these PROTECTIVE COVENANTS shall be liberally interpreted and construed to provide maximum flexibility consistent with the DEVELOPER'S General Plan for Development and the purposes set forth herein, including the Preamble.

10.17 Special Rights Reserved by DEVELOPER.

(a) In recognition of the fact that DEVELOPER has a continuing interest in the implementation by DEVELOPER of its General Plan for Development of the TOTAL PROPERTY and in recognization of the fact that the property values of MISSION BAY are dependent upon the proper implementation of such plan by DEVELOPER, DEVELOPER hereby reserves the right, until the CONVEYANCE DATE, to approve any and all actions of the CORPORATION in its sole and absolute discretion, which may adversely affect the development of the TOTAL PROPERTY, including, but not limited to, the following:

(1) the enforcement or non-enforcement by any PERSON of any of the remedies hereunder;

(2) the CORPORATION'S budget;

(3) the RULES;

(4) maintenance and services at MISSION BAY;

(5) SPECIAL ASSESSMENTS;

(6) improvement of the CORPORATION COMMON AREAS and changes or modifications in services being furnished to MISSION BAY or to the OWNERS.

(b) Further, DEVELOPER reserves the right until the CONVEYANCE DATE to designate all members of the DESIGN REVIEW COMMITTEE and to promulgate, amend or modify the CORPORATION'S DESIGN REVIEW STANDARDS.

10.18 Priority of TOTAL PROPERTY Plat.

In the event that these PROTECTIVE COVENANTS are recorded in the Public Records of the COUNTY prior to the recording of a plat of the TOTAL PROPERTY ("TOTAL PROPERTY PLAT"), then for purposes of determining priority and superiority as between these PROTECTIVE COVENANTS and the TOTAL PROPERTY PLAT and notwithstanding the order of recording, the TOTAL PROPERTY PLAT shall be deemed to have been recorded prior to the recording of these PROTECTIVE COVENANTS and these PROTECTIVE COVENANTS shall be subordinate and subject to the TOTAL PROPERTY PLAT in all respects, including all terms, descriptions, and dedications contained in the TOTAL PROPERTY PLAT.

IN WITNESS WHEREOF, DEVELOPER and the CORPORATION have caused these PROTECTIVE COVENANTS to be executed and the corporate seals to be affixed hereto, all on the day and year first above written.

DEVELOPER:
MISSION BAY DEVELOPMENT CO., INC. a Florida corporation

By: _____ PRESIDENT

Attest: _____ [SEAL]

Joined by CORPORATION:
MISSION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit

By: James G. Brady PRESIDENT

Attest: V.M. Brady Vice President [SEAL]

STATE OF FLORIDA)
BROWARD : ss.:
COUNTY OF ~~PALM BEACH~~)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JAMES G. BRADY, and V.M. BRADY, the PRESIDENT and SECRETARY respectively, of MISSION BAY DEVELOPMENT CO., INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, 1986.

NOTARY PUBLIC
My Commission Expires: [SEAL]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUN 16,1989
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
BROWARD : ss.:
COUNTY OF ~~PALM BEACH~~)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JAMES G. BRADY and ~~CYNTHIA WATPA~~ V.M. BRADY, the President and ~~Secretary~~ VICE-PRESIDENT, respectively, of MISSION BAY COMMUNITY ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said Florida corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, 1986.

NOTARY PUBLIC
My Commission Expires: [SEAL]

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JUN 16,1989
BONDED THRU GENERAL INS. UND.

MISSION
4/25/86:emp
Rev:3

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EXHIBIT A

DESCRIPTION: MISSION BAY OVERALL

A parcel of land lying within a portion of the East 1/4 of Section 14, Township 47 South, Range 41 East, and a portion of Tracts 7, 8, 9, 40, 41, 49, 50, 51, 55, 56, 57, and all of Tracts 6, 10-12 inclusive, 21-28 inclusive, 33-39 inclusive, 42-48 inclusive, 52-54 inclusive, and 58-64 inclusive, all in Section 13, Township 47 South, Range 41 East, according to the plat of Florida Fruit Lands Company's Subdivision No. 2 as recorded in Plat Book 1, Page 102, Public Records of Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 3,960.34 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along the said North line of the South 3/4, a distance of 1,321.66 feet to the East line of said Section 14; thence North 89°46'52" East along the North line of said Tracts 28, 21 and 12, a distance of 3,961.31 feet to the Northeast corner of said Tract 12; thence South 00°54'39" East along the East line of said Tract 12, a distance of 326.32 feet to the Northwest corner of said Tract 6; thence North 89°46'57" East along the North line of said Tract 6, a distance of 1,235.44 feet to the West Right-of-Way of SR-7 as recorded in Road Plat Book 1, Pages 35 and 36 of the Public Records of said county; thence South 00°51'43" East along said West Right-of-Way, a distance of 379.80 feet; thence South 89°08'17" West, a distance of 960.00 feet; thence South 39°14'42" West, a distance of 489.88 feet; thence South 12°51'43" East, a distance of 1,100.00 feet; thence North 89°08'17" East, a distance of 375.00 feet; thence North 37°08'16" East, a distance of 180.00 feet; thence North 89°08'17" East, a distance of 140.00 feet; thence North 00°51'43" West, a distance of 180.00 feet; thence North 37°08'18" East, a distance of 100.00 feet; thence North 89°08'17" East, a distance of 100.00 feet; thence South 00°51'43" East, a distance of 560.64 feet to the North Right-of-Way of Glades Road as recorded in Road Book 6, Page 143, Public Records of said county; thence North 89°08'17" East along said North Right-of-Way, a distance of 259.50 feet to the said West Right-of-Way of SR-7; thence South 00°51'43" East along said West Right-of-Way, a distance of 1,281.74 feet to a point of intersection with a line that bears South 85°47'34" West between the Southwest corner of Section 19, Township 47 South, Range 42 East and the said Southwest corner of said Section 13; thence South 85°47'34" West along the last above mentioned said line, a distance of 5,202.34 feet to the said POINT OF BEGINNING.

Less and except the following road Right-of-Ways.

Glades Road, Cain Boulevard, and additional Right-of-Way for State Road No. 7 (U.S. 441) as recorded in Road Book 6, Page 143, Public Records of said County.

Containing 495.572 Acres more or less.

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DESCRIPTION COMMITTED PROPERTY

A parcel of land lying within a portion of the East 1/4 of Section 14, Township 47 South, Range 41 East, and a portion of Tracts 7, 8, 9, 40, 41 49, 50, 51, 55, 56, 57, and all of Tracts 6, 10-12 inclusive, 21-28 inclusive, 33-39 inclusive, 42-48 inclusive, 52-54 inclusive, and 58-64 inclusive, all in Section 13, Township 47 South, Range 41 East, according to the plat of Florida Fruit Lands Company's Subdivision No. 2 as recorded in Plat Book 1, Page 102, Public Records of Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 3,960.34 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along the said North line of the South 3/4, a distance of 1,321.66 feet to the East line of said Section 14; thence North 89°46'52" East along the North line of said Tracts 28, 21 and 12, a distance of 3,961.31 feet to the Northeast corner of said Tract 12; thence South 00°54'39" East along the East line of said Tract 12, a distance of 326.32 feet to the Northwest corner of said Tract 6; thence North 89°46'57" East along the North line of said Tract 6, a distance of 1,235.44 feet to the West Right-of-Way of SR-7 as recorded in Road Plat Book 1, Pages 35 and 36 of the Public Records of said county; thence South 00°51'43" East along said West Right-of-Way, a distance of 379.80 feet; thence South 89°08'17" West, a distance of 960.00 feet; thence South 39°14'42" West, a distance of 489.88 feet; thence South 12°51'43" East, a distance of 1,100.00 feet; thence North 89°08'17" East, a distance of 375.00 feet; thence North 37°08'16" East, a distance of 180.00 feet; thence North 89°08'17" East, a distance of 140.00 feet; thence North 00°51'43" West, a distance of 180.00 feet; thence North 37°08'18" East, a distance of 100.00 feet; thence North 89°08'17" East, a distance of 100.00 feet; thence South 00°51'43" East, a distance of 560.64 feet to the North Right-of-Way of Glades Road as recorded in Road Book 6, Page 143, Public Records of said county; thence North 89°08'17" East along said North Right-of-Way, a distance of 259.50 feet to the said West Right-of-Way of SR-7; thence South 00°51'43" East along said West Right-of-Way, a distance of 1,281.74 feet to a point of intersection with a line that bears South 85°47'34" West between the Southwest corner of Section 19, Township 47 South, Range 42 East and the said Southwest corner of said Section 13; thence South 85°47'34" West along the last above mentioned said line, a distance of 5,202.34 feet to the said POINT OF BEGINNING.

Less and except the following road Right-of-Ways.

Glades Road, Cain Boulevard, and additional Right-of-Way for State Road No. 7 (U.S. 441) as recorded in Road Book 6, Page 143, Public Records of said County.

Also less and except the following Tracts.

TRACT L

Commence at the Southeast corner of said Section 13; thence North 00°54'39" West along the East line of said Section 13, a distance of 1,105.20 feet; thence South 89°05'21" West, a distance of 943.90 feet to the POINT OF BEGINNING and the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 335.00 feet, a central angle of 19°03'26" and whose radius point bears North 39°01'17" West from said point; thence Southwesterly along the arc of said curve, an arc distance of 111.43 feet to a point on said curve, whose radius point bears North 19°57'51" West; thence North 19°57'51" West along said radial line, a distance of 125.26 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 75.00 feet and a central angle of 134°48'54"; thence Northwesterly, Northeasterly and Southwesterly along the arc of said curve, an arc distance of 176.47 feet to the Point of Tangency; thence South 65°08'57" West, a distance of 129.12 feet to the intersection with a circular curve, concave to the Northwest, having a radius of 287.49 feet, a central angle of 26°07'40" and said last described course, being radial to said curve; thence Southwesterly along the arc of said curve, an arc distance of 131.10 feet to the POINT OF BEGINNING.

OR 4984 PG 1605

TRACT K

Commence at the Southeast corner of said Section 13; thence North 00°54'39" West along the East line of said Section 13, a distance of 3,084.81 feet; thence South 89°05'21" West, a distance of 2,550.13 feet to POINT OF BEGINNING; thence North 64°02'17" West, a distance of 194.66 feet to the intersection with a circular curve, concave to the Northwest, having a radius of 1,040.00 feet, a central angle of 08°26'51" and whose radius point bears North 64°02'17" West; thence Northeasterly along the arc of said curve, an arc distance of 153.33 feet to a point on said curve, whose radius point bears North 72°29'08" West; thence South 72°29'08" East along the prolongation of said radial line, a distance of 181.26 feet; thence South 17°30'52" West, a distance of 181.37 feet to the said POINT OF BEGINNING.

(INTENTIONALLY OMITTED)

TRACT M

Commence at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 1,379.35 feet to the POINT OF BEGINNING; thence continue North 00°55'25" West along said West line of the East 1/4, a distance of 895.73 feet; thence North 89°04'35" East, a distance of 986.12 feet to a point of intersection with a line 335.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13; thence South 00°54'31" East along said parallel line, a distance of 825.27 feet to a point of intersection with a circular curve, concave to the Northwest, having a radius of 2,640.00 feet, a central angle of 14°21'41" and whose radius point bears North 14°35'07" West from said intersection; thence Southwesterly along the arc of said curve, an arc distance of 661.72 feet to the Point of Tangency; thence South 89°46'33" West, a distance of 330.16 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT A

Commence at the Southeast corner of said Section 14; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 2,689.40 feet to the POINT OF BEGINNING; thence continue North 00°55'25" West along said West line of the East 1/4, a distance of 960.94 feet; thence North 76°00'00" East, a distance of 148.00 feet; thence North 82°30'00" East, a distance of 196.00 feet; thence North 57°48'58" East, a distance of 150.92 feet; thence North 00°13'15" West, a distance of 170.00 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along said North line, a distance of 516.63 feet to a line 335.00 feet West of (as measured at right angles) and parallel with the East line of said Section 14; thence South 00°54'31" East along said parallel line, a distance of 1,112.22 feet; thence South 89°05'29" West, a distance of 108.07 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 45°05'29"; thence Southwesterly along the arc of said curve, an arc distance of 78.70 feet to the Point of Tangency; thence South 44°00'00" West, a distance of 177.14 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 300.00 feet and a central angle of 57°30'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 301.07 feet to the Point of Tangency; thence North 78°30'00" West, a distance of 415.04 feet to the said POINT OF BEGINNING.
Less and except the following described parcel:

84844 R1606

Commence a ePOINT OF BEGINNING of the above described parcel; thenc .th 00°55'25" West, along the said West line of the East 1/4, a distance of 441.37 feet; thence North 89°04'36" East, a distance of 452.91 feet to the POINT OF BEGINNING; thence North 21°00'00" East, a distance of 45.23 feet to the Point of Curvature of a circular curve, concave to the West, having a radius of 100.00 feet and a central angle of 70°00'00"; thence Northeasterly and Northwesterly along the arc of said curve, an arc distance of 122.17 feet to the Point of Tangency; thence North 49°00'00" West, a distance of 53.60 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 70.00 feet and a central angle of 128°00'00"; thence Northwesterly and Northeasterly along the arc of said curve, an arc distance of 156.38 feet to the Point of Tangency; thence North 79°00'00" East, a distance of 172.75 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 70.00 feet and a central angle of 121°00'00"; thence Northeasterly and Southwesterly along the arc of said curve, an arc distance of 147.83 feet to the Point of Tangency; thence South 20°00'00" West, a distance of 28.01 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet and a central angle of 20°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 69.81 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 106.03 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 65°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 113.45 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 39.72 feet to the Point of Curvature of a circular curve, concave to the North, having a radius of 100.00 feet and a central angle of 59°00'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 102.97 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 42.02 feet and a central angle of 77°00'00"; thence Northwesterly and Northeasterly along the arc of said curve, an arc distance of 56.47 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT B

Commence at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 50.00 feet; thence North 00°54'31" West along a line 50.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13, a distance of 2,592.80 feet to the POINT OF BEGINNING; thence continue North 00°54'31" West along said parallel line a distance of 1,367.62 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along said North line, a distance of 50.00 feet to the said West line of Section 13; thence North 89°46'52" East along the North line of Tracts 28 and 21 of said plat, a distance of 1,587.13 feet; thence South 00°00'00" West, a distance of 575.86 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 94.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 147.65 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 120.71 feet and a central angle of 45°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 94.81 feet to the Point of Tangency; thence South 45°00'00" West, a distance of 17.16 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 200.00 feet and a central angle of 45°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 284.50 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 100.00 feet and a central angle of 72°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 125.66 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 120.22 feet and a central angle of 72°00'00"; thence Northwesterly and Westerly along the arc of said curve, an arc distance of 151.07 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 309.48 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 56°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 97.74 feet to the Point of Tangency; thence South 34°00'00" West, a distance of 150.68 feet to the Point of Curvature of a circular curve, concave to the Southeast having a radius of 200.00 feet and a central angle of 34°00'00"; thence Southeasterly and Southerly along the arc of said curve, an arc distance of 118.68 feet to the Point of Tangency; thence South 00°00'00" west, a distance of 160.26 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 72°29'51"; thence Southwesterly along the arc of said curve, an arc distance of 126.53 feet to a point of intersection with a non-radial line, whose radius point bears North 17°30'09" West from said intersection; thence South 21°00'00" East along said non-radial line, a distance of 125.19 feet; thence South 69°00'00" West, a distance of 251.91 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 470.00 feet and a central angle of 02°16'02"; thence Southwesterly along the arc of said curve, an arc distance of 18.60 feet to the said POINT OF BEGINNING.

B484 P1607

DESCRIPT. . TRACT C

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 2,619.70 feet; thence North 89°05'29" East,, a distance of 387.59 feet to the POINT OF BEGINNING; thence North 00°00'00" East, a distance of 400.00 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Easterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 173.58 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 45°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 78.54 feet to the Point of Reverse Curvature of a circular curve, concave to the Northeast, having a radius of 419.06 feet and a central angle of 45°00'00"; thence Southeasterly and Easterly along the arc of said curve, an arc distance of 329.13 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 315.00 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 78.54 feet to the Point of Tangency; thence North 45°00'00" East, a distance of 55.74 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet, and a central angle of 45°00'00"; thence Northeasterly and Easterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 37.16 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Northerly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence North 00°00'00" East, a distance of 434.32 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 150.00 feet and a central angle of 89°46'52"; thence Northerly and Northeasterly along the arc of said curve, an arc distance of 235.05 feet to the Point of Tangency; thence North 89°46'52" East, a distance of 391.88 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 93°31'50"; thence Easterly and Southwesterly along the arc of said curve, an arc distance of 163.24 feet to the Point of Tangency; thence South 03°18'43" West, a distance of 343.10 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 86°41'17"; thence Southwesterly along the arc of said curve, an arc distance of 151.30 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 185.00 feet and a central angle of 90°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 290.60 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 231.27 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 64°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 167.55 feet to the Point of Tangency; thence South 64°00'00" West, a distance of 58.78 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 64°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 111.70 feet to the Point of Reverse Curvature of a circular curve, concave to the Northwest, having a radius of 136.74 feet, and a central angle of 86°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 205.25 feet to the Point of Tangency; thence South 86°00'00" West, a distance of 416.48 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 151.82 feet, and a central angle of 47°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 124.53 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 130.51 feet and a central angle of 47°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 107.06 feet to the Point of Compound Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 86°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 150.10 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 211.75 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 200.00 feet and a central angle of 90°00'00"; thence Southerly and Westerly along the arc of said curve, an arc distance of 314.16 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 210.00 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 150.00 feet and a central angle of 90°00'00"; thence Westerly and Northerly along the arc of said curve, an arc distance of 235.62 feet to the Point of Tangency; thence North 00°00'00" East, a distance of 230.00 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 80.00 feet and a central angle of 90°00'00"; thence Northerly and Westerly along the arc of said curve, an arc distance of 125.66 feet to the said POINT OF BEGINNING.

8484 P1608

#83-243

DESCRIPTION: TRACT D

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 3,960.42 feet to the North line of Tract 28 of said plat; thence North 89°46'52" East, along the said North line of Tract 28 and the North line of Tracts 21 and 12 of said plat, a distance of 2,674.11 feet to the POINT OF BEGINNING; thence continue North 89°46'52" East, along the said North line of said Tract 12, a distance of 1,121.50 feet; thence South 00°13'08" East, a distance of 315.17 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 204.03 feet and a central angle of 44°46'52"; thence Southeasterly along the arc of said curve, an arc distance of 159.47 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 81°09'48"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 212.48 feet to the Point of Tangency; thence South 36°09'48" West, a distance of 349.26 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 257.50 feet and a central angle of 53°50'12"; thence Southwesterly along the arc of said curve, an arc distance of 241.95 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 600.00 feet and a central angle of 32°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 335.10 feet to the Point of Tangency; thence North 58°00'00" West, a distance of 400.01 feet; thence North 72°29'08" West, a distance of 181.26 feet to the intersection with a curve, concave to the Northwest, having a radius of 1,040.00 feet and a central angle of 17°44'00" and whose radius point bears North 72°29'08" West from said intersection; thence Northwesterly along the arc of said curve, an arc distance of 321.89 feet to the Point of Tangency; thence North 00°13'08" West, a distance of 313.25 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 4,000.00 feet and a central angle of 00°41'45"; thence Northerly along the arc of said curve, an arc distance of 48.58 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT E

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 3,108.88 feet; thence North 89°05'29" East, a distance of 2,557.64 feet to the POINT OF BEGINNING; thence South 64°02'17" East, a distance of 788.77 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 250.00 feet and a central angle of 64°02'17"; thence Southeasterly and Southerly along the arc of said curve, an arc distance of 279.42 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 162.99 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 250.00 feet and a central angle of 73°00'00"; thence Southerly and Southwesterly along the arc of said curve, an arc distance of 318.52 feet to the Point of Compound Curvature of a circular curve, concave to the North, having a radius of 575.18 feet and a central angle of 35°08'17"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 352.74 feet to the Point of Tangency; thence North 71°51'43" West, a distance of 364.71 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 500.00 feet and a central angle of 13°06'10"; thence Northwesterly along the arc of said curve, an arc distance of 114.34 feet to the Point of Tangency; thence North 58°45'33" West, a distance of 101.19 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of 22°14'27"; thence Northwesterly along the arc of said curve, an arc distance of 77.64 feet to the Point of Tangency; thence North 81°00'00" West, a distance of 50.69 feet to the intersection with a curve, concave to the Southeast, having a radius of 1,160.00 feet, a central angle of 22°46'52" and whose radius point bears South 81°00'00" East from said intersection; thence Northeasterly along the arc of said curve, an arc distance of 461.22 feet to the Point of Tangency; thence North 31°46'52" East, a distance of 233.64 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 1,040.00 feet and a central angle of 05°49'09"; thence Northeasterly along the arc of said curve, an arc distance of 105.63 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT F

Commence at the Southwest corner of said Section 13; thence North 85°47'34" East along a line that connects the Southwest corner of said Section 13 and the Southwest corner of Section 19, Township 47 South, Range 42 East, a distance of 2,768.68 feet to the POINT OF BEGINNING; thence North 18°24'02" West, a distance of 205.58 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 100.00 feet and a central angle of 33°20'13"; thence Northeasterly along the arc of said curve, an arc distance of 58.18 feet to the Point of Tangency; thence North 14°56'11" East, a distance of 289.12 feet; thence South 74°51'43" East, a distance of 191.00 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 520.99 feet and a central angle of 63°00'00"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 572.86 feet to the Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 1,640.00 feet and a central angle of 04°53'40"; thence Northeasterly along the arc of said curve, an arc distance of 140.10 feet to the Point of Reverse Curvature of a circular

curve, concave to the Southeast, having a radius of 50.00 feet and a central angle of 32°02'16"; thence Northeasterly along the arc of said curve, an arc distance of 27.96 feet to a Point of Reverse Curvature of a circular curve, concave to the Northwest, having a radius of 180.00 feet and a central angle of 54°12'11"; thence Northeasterly along the arc of said curve, an arc distance of 170.28 feet to a point of intersection with a non-radial line, whose radius point bears North 74°55'18" West from said intersection; thence North 66°51'30" East along said non-radial line, a distance of 39.28 feet; thence South 61°21'43" East, a distance of 61.50 feet to a Point of Curvature of a circular curve, concave to the Northeast, having a radius of 830.00 feet and a central angle of 23°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 333.18 feet to the Point of Tangency; thence South 84°21'43" East, a distance of 37.47 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 323.20 feet and a central angle of 16°37'19"; thence Southeasterly along the arc of said curve, an arc distance of 93.76 feet to the point of intersection with a non-radial line, whose radius point bears North 10°59'02" West from said intersection; thence South 37°57'06" East along said non-radial line, a distance of 159.51 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 500.00 feet and a central angle of 47°49'17"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 417.32 feet to the Point of Tangency; thence South 09°52'11" West, a distance of 131.99 feet to the said line that connects the Southwest corner of said Section 13 and the Southwest corner of said Section 19; thence South 85°47'34" West along said last above described line, a distance of 1,651.56 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT G

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 1,373.64 feet; thence North 89°05'29" East, a distance of 677.18 feet to the POINT OF BEGINNING; thence North 59°00'00" East, a distance of 41.65 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 42°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 109.96 feet to the Point of Tangency; thence North 17°00'00" East, a distance of 94.87 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet and a central angle of 52°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 181.51 feet to the Point of Tangency; thence North 69°00'00" East, a distance of 210.53 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 63°00'00"; thence Northeasterly and Southeasterly along the arc of said curve, an arc distance of 164.93 feet to the Point of Tangency; thence South 48°00'00" East, a distance of 61.42 feet to the Point of Curvature of circular curve, concave to the Northeast, having a radius of 150.00 feet and a central angle of 55°00'00"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 143.99 feet to the Point of Tangency; thence North 77°00'00" East, a distance of 278.47 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 66°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 115.19 feet to the Point of Tangency; thence North 11°00'00" East, a distance of 24.96 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Southeasterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 79°00'00" East, a distance of 134.78 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 47°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 123.05 feet to the Point of Reverse Curvature of a circular curve, concave to the Northeast, having a radius of 194.98 feet and a central angle of 47°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 159.94 feet to the Point of Tangency; thence South 79°00'00" East, a distance of 109.87 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 74°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 129.15 feet to the Point of Tangency; thence South 05°00'00" East, a distance of 70.67 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 500.00 feet and a central angle of 22°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 191.99 feet to the Point of Tangency; thence South 17°00'00" West, a distance of 192.55 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 85.38 feet and a central angle of 64°05'58"; thence Southwesterly along the arc of said curve, an arc distance of 95.52 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 95.09 feet and a central angle of 81°23'26"; thence Southwesterly and Southeasterly along the arc of said curve, an arc distance of 135.08 feet to the Point of Tangency; thence South 00°17'28" East, a distance of 148.39 feet to the point of intersection with a circular curve, concave to the Southeast, having a radius of 2,040.00 feet, a central angle of 07°34'15" and whose radius point bears South 00°17'28" East from said intersection; thence Southwesterly along the arc of said curve, an arc distance of 269.56 feet to the Point of Tangency; thence South 82°08'17" West, a distance of 374.44 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 860.00 feet and a central angle of 57°00'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 855.56 feet to the Point of Compound Curvature of a circular curve, concave to the

B7864 P1610

Northeast, having a radius of 1,907.09 feet and a central angle of 08°06'01"; thence Northwesterly along the arc of said curve, an arc distance of 269.62 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 50.00 feet and a central angle of 36°15'08"; thence Northwesterly along the arc of said curve, an arc distance of 31.64 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 180.00 feet and a central angle of 10°30'40"; thence Northwesterly along the arc of said curve, an arc distance of 33.02 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT H

Begin at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 50.00 feet; thence North 00°54'31" West along a line 50.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13, a distance of 930.62 feet to a point of intersection with a circular curve, concave to the North, having a radius of 562.29 feet, a central angle of 36°39'06"" and whose radius point bears North 15°02'23" East from said intersection; thence Easterly along the arc of said curve, an arc distance of 359.69 feet to a Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 1,430.00 feet and a central angle of 07°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 174.71 feet to a point on said curve, whose radius point bears North 28°36'43" West; thence South 28°36'43" West along the prolongation of said radial line, a distance of 54.27 feet; thence South 49°01'04" East, a distance of 169.63 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 90°50'39"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 237.83 feet to the Point of Tangency; thence North 40°08'17" East, a distance of 87.84 feet to a point of intersection with a circular curve, concave to the Northeast, having a radius of 940.00 feet, a central angle of 48°00'00" and whose radius point bears North 40°08'17" East from said intersection; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 787.49 feet to the Point of Tangency; thence North 82°08'17" East, a distance of 374.44 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 1,960.00 feet and a central angle of 10°52'37"; thence Northeasterly along the arc of said curve, an arc distance of 372.08 feet to a point on said curve, whose radius point bears South 03°00'54" West; thence South 03°00'54" West, along said radial line, a distance of 150.00 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 110.00 feet and a central angle of 90°00'00"; thence South and Southeasterly along the arc of said curve, an arc distance of 172.79 feet to a Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 108.35 feet and a central angle of 90°55'00"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 171.93 feet to the Point of Tangency; thence South 03°55'54" West, a distance of 237.34 feet to a point of intersection with a line that bears South 85°47'34" West, between the Southwest corner of Section 19, Township 47 South, Range 42 East and the Southwest corner of said Section 13; thence South 85°47'34" West, along said last above described line, a distance of 2,535.83 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT I

Commence at the Southeast corner of said Section 14; thence South 89°46'59" West along the South line of said Section 14, a distance of 335.02 feet to the POINT OF BEGINNING; thence continue South 89°46'59" West along the said South line, a distance of 985.61 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 1,021.10 feet; thence North 89°04'36" East, a distance of 110.27 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 431.95 feet and a central angle of 24°34'36"; thence Northeasterly along the arc of said curve, an arc distance of 185.28 feet to the Point of Reverse Curvature of a circular curve, concave to the South, having a radius of 750.00 feet and a central angle of 16°30'00"; thence Northeasterly along the arc of said curve, an arc distance of 215.98 feet to the Point of Tangency; thence North 81°00'00" East, a distance of 191.26 feet; thence North 89°46'34" East, a distance of 300.01 feet to a line 335.00 feet West of (as measured at right angle) and parallel with the East line of said Section 14; thence South 00°54'31" East along said parallel line, a distance of 1,156.10 feet to the said POINT OF BEGINNING.

B4864 P1611

EXHIBIT C

TO

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

MISSION BAY

DESCRIPTION: CORPORATION COMMON AREAS

A parcel of land lying within a portion of the East 1/4 of Section 14, Township 47 South, Range 41 East, and a portion of Tracts 7, 8, 9, 40, 41, 49, 50, 51, 55, 56, 57, and all of Tracts 6, 10-12 inclusive, 21-28 inclusive, 33-39 inclusive, 42-48 inclusive, 52-54 inclusive, and 58-64 inclusive, all in Section 13, Township 47 South, Range 41 East, according to the plat of Florida Fruit Lands Company's Subdivision No. 2 as recorded in Plat Book 1, Page 102, Public Records of Palm Beach County, Florida and being more particularly described as follows:

Beginning at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 3,960.34 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along the said North line of the South 3/4, a distance of 1,321.66 feet to the East line of said Section 14; thence North 89°46'52" East along the North line of said Tracts 28, 21 and 12, a distance of 3,961.31 feet to the Northeast corner of said Tract 12; thence South 00°54'39" East along the East line of said Tract 12, a distance of 326.32 feet to the Northwest corner of said Tract 6; thence North 89°46'57" East along the North line of said Tract 6, a distance of 1,235.44 feet to the West Right-of-Way of SR-7 as recorded in Road Plat Book 1, Pages 35 and 36 of the Public Records of said county; thence South 00°51'43" East along said West Right-of-Way, a distance of 379.80 feet; thence South 89°08'17" West, a distance of 960.00 feet; thence South 39°14'42" West, a distance of 489.88 feet; thence South 12°51'43" East, a distance of 1,100.00 feet; thence North 89°08'17" East, a distance of 375.00 feet; thence North 37°08'16" East, a distance of 180.00 feet; thence North 89°08'17" East, a distance of 140.00 feet; thence North 00°51'43" West, a distance of 180.00 feet; thence North 37°08'18" East, a distance of 100.00 feet; thence North 89°08'17" East, a distance of 100.00 feet; thence South 00°51'43" East, a distance of 560.64 feet to the North Right-of-Way of Glades Road as recorded in Road Book 6, Page 143, Public Records of said county; thence North 89°08'17" East along said North Right-of-Way, a distance of 259.50 feet to the said West Right-of-Way of SR-7; thence South 00°51'43" East along said West Right-of-Way, a distance of 1,281.74 feet to a point of intersection with a line that bears South 85°47'34" West between the Northwest corner of Section 19, Township 47 South, Range 42 East and the said Southwest corner of said Section 13; thence South 85°47'34" West along the last above mentioned said line, a distance of 5,202.34 feet to the said POINT OF BEGINNING.

Less and except the following road Right-of-Ways.

Glades Road, Cain Boulevard, and additional Right-of-Way for State Road No. 7 (U.S. 441) as recorded in Road Book 6, Page 143, Public Records of said County.

Also less and except the following Tracts.

BK8864 PG1612

TRACT O

Commence at the Southeast corner of said Section 13; thence North 00°54'39" West along the East line of said Section 13, a distance of 368.20 feet to a point of intersection with a line that bears South 85°47'34" West between the Northwest corner of Section 19, Township 47 South, Range 42 East and the Southwest corner of said Section 13; thence South 85°47'34" West along the last above said line, a distance of 242.65 feet; thence North 04°33'42" West, a distance of 25.00 feet to the POINT OF BEGINNING; thence South 85°47'34" West, a distance of 413.00 feet; thence North 15°29'07" West, a distance of 241.00 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 70.00 feet and a central angle of 05°28'58"; thence Northwesterly along the arc of said curve, an arc distance of 6.70 feet to the Point of Tangency; thence North 10°00'09" West, a distance of 178.38 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 330.00 feet and a central angle of 27°59'55"; thence Northwesterly along the arc of said curve, an arc distance of 161.26 feet to the Point of Tangency; thence North 38°00'04" West, a distance of 140.45 feet to an intersection with a circular curve, concave to the Northwest, having a radius of 377.49 feet, a central angle of 52°51'39" and whose radius point bears North 38°00'04" West from said intersection; thence Northeasterly along the arc of said curve, an arc distance of 348.27 feet to the Point of Tangency; thence North 89°08'17" East along the prolongation of the radial line of the said last described curve, a distance of 195.00 feet; thence South 70°25'37" East, a distance of 267.13 feet; thence South 04°33'42" East, a distance of 859.98 feet to the said POINT OF BEGINNING.

TRACT L

Commence at the Southeast corner of said Section 13; thence North 00°54'39" West along the East line of said Section 13, a distance of 1,105.20 feet; thence South 89°05'21" West, a distance of 943.90 feet to the POINT OF BEGINNING and the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 335.00 feet, a central angle of 19°03'26" and whose radius point bears North 39°01'17" West from said point; thence Southwesterly along the arc of said curve, an arc distance of 111.43 feet to a point on said curve, whose radius point bears North 19°57'51" West; thence North 19°57'51" West along said radial line, a distance of 125.26 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 75.00 feet and a central angle of 134°48'54"; thence Northwesterly, Northeasterly and Southwesterly along the arc of said curve, an arc distance of 176.47 feet to the Point of Tangency; thence South 65°08'57" West, a distance of 129.12 feet to the intersection with a circular curve, concave to the Northwest, having a radius of 287.49 feet, a central angle of 26°07'40" and said last described course, being radial to said curve; thence Southwesterly along the arc of said curve, an arc distance of 131.10 feet to the POINT OF BEGINNING.

TRACT K

Commence at the Southeast corner of said Section 13; thence North 00°54'39" West along the East line of said Section 13, a distance of 3,084.81 feet; thence South 89°05'21" West, a distance of 2,550.13 feet to POINT OF BEGINNING; thence North 64°02'17" West, a distance of 194.66 feet to the intersection with a circular curve, concave to the Northwest, having a radius of 1,040.00 feet, a central angle of 08°26'51" and whose radius point bears North 64°02'17" West; thence Northeasterly along the arc of said curve, an arc distance of 153.33 feet to a point on said curve, whose radius point bears North 72°29'08" West; thence South 72°29'08" East along the prolongation of said radial line, a distance of 181.26 feet; thence South 17°30'52" West, a distance of 181.37 feet to the said POINT OF BEGINNING.

BK864 PG613

TRACT M

Commence at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 1,379.35 feet to the POINT OF BEGINNING; thence continue North 00°55'25" West along said West line of the East 1/4, a distance of 895.73 feet; thence North 89°04'35" East, a distance of 986.12 feet to a point of intersection with a line 335.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13; thence South 00°54'31" East along said parallel line, a distance of 825.27 feet to a point of intersection with a circular curve, concave to the Northwest, having a radius of 2,640.00 feet, a central angle of 14°21'41" and whose radius point bears North 14°35'07" West from said intersection; thence Southwesterly along the arc of said curve, an arc distance of 661.72 feet to the Point of Tangency; thence South 89°46'33" West, a distance of 330.16 feet to the said POINT OF BEGINNING.

SWIM CLUB

Commence at the Southwest corner of said Section 13; thence North 85°47'34" East along a line that connects the Southwest corner of said Section 13 and the Northwest corner of Section 19, Township 47 South, Range 42 East, a distance of 2,764.43 feet; thence North 04°12'26" West, a distance of 631.30 feet to a point of intersection with a non-tangent circular curve, whose radius point bears South 13°14'07" West from said intersection; said intersection also being the POINT OF BEGINNING of the herein described parcel; thence North 08°36'08" East, a distance of 210.09 feet; thence North 50°08'18" East, a distance of 98.49 feet; thence North 87°06'06" East, a distance of 117.57 feet; thence North 00°00'00" East, a distance of 216.67 feet, to a point of intersection with a non tangent circular curve whose radius point bears North 10°51'04" West from said intersection; thence Northeasterly along the arc of said curve, having a radius of 450.00 feet and a central angle of 14°08'56", an arc distance of 111.13 feet to the Point of Tangency; thence North 65°00'00" East, a distance of 77.71 feet to the Point of Curvature of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 50°00'00"; thence Northeasterly and Southeasterly along the arc of said curve, an arc distance of 130.90 feet to the Point of Tangency; thence South 65°00'00" East, a distance of 41.07 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 235.40 feet and a central angle of 66°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 271.16 feet to the Point of Reverse Curvature of a circular curve, concave to the Northeast, having a radius of 100.00 feet and a central angle of 55°05'46"; thence Southeasterly along the arc of said curve, an arc distance of 96.16 feet to the Point of Tangency; thence South 54°05'46" East, a distance of 74.55 feet to a point of intersection with a non-tangent circular curve, concave to the Southeast, having a radius of 180.00 feet, a central angle of 02°09'10" and whose radius point bears South 87°19'16" East from said intersection; thence Southwesterly along the arc of said curve, an arc distance of 6.76 feet to the Point of Reverse Curvature of a circular curve, concave to the Northwest, having a radius of 50.00 feet and a central angle of 36°41'17"; thence Southwesterly along the arc of said curve, an arc distance of 32.02 feet to the Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 1,560.00 feet and a central angle of 04°55'25"; thence Southwesterly along the arc of said curve, an arc distance of 134.06 feet to the Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 440.99 feet and a central angle of 63°00'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 484.89 feet to the Point of Tangency; thence North 74°51'43" West, a distance of 205.15 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 2,040.00 feet and a central angle of 01°54'10"; thence Northwesterly along the arc of said curve, an arc distance of 67.75 feet to the said POINT OF BEGINNING.

84864 Pg614

DESCRIPTION: TRACT A

Commence at the Southeast corner of said Section 14; thence South 89°46'59" West along the South line of said Section 14, a distance of 1,320.63 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 2,689.40 feet to the POINT OF BEGINNING; thence continue North 00°55'25" West along said West line of the East 1/4, a distance of 960.94 feet; thence North 76°00'00" East, a distance of 148.00 feet; thence North 82°30'00" East, a distance of 196.00 feet; thence North 57°48'58" East, a distance of 150.92 feet; thence North 00°13'15" West, a distance of 170.00 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along said North line, a distance of 516.63 feet to a line 335.00 feet West of (as measured at right angles) and parallel with the East line of said Section 14; thence South 00°54'31" East along said parallel line, a distance of 1,112.22 feet; thence South 89°05'29" West, a distance of 108.07 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 45°05'29"; thence Southwesterly along the arc of said curve, an arc distance of 78.70 feet to the Point of Tangency; thence South 44°00'00" West, a distance of 177.14 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 300.00 feet and a central angle of 57°30'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 301.07 feet to the Point of Tangency; thence North 78°30'00" West, a distance of 415.04 feet to the said POINT OF BEGINNING.
Less and except the following described parcel:

Commence at the POINT OF BEGINNING of the above described parcel; thence North 00°55'25" West, along the said West line of the East 1/4, a distance of 441.37 feet; thence North 89°04'36" East, a distance of 452.91 feet to the POINT OF BEGINNING; thence North 21°00'00" East, a distance of 45.23 feet to the Point of Curvature of a circular curve, concave to the West, having a radius of 100.00 feet and a central angle of 70°00'00"; thence Northeasterly and Northwesterly along the arc of said curve, an arc distance of 122.17 feet to the Point of Tangency; thence North 49°00'00" West, a distance of 53.60 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 70.00 feet and a central angle of 128°00'00"; thence Northwesterly and Northeasterly along the arc of said curve, an arc distance of 156.38 feet to the Point of Tangency; thence North 79°00'00" East, a distance of 172.75 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 70.00 feet and a central angle of 121°00'00"; thence Northeasterly and Southwesterly along the arc of said curve, an arc distance of 147.83 feet to the Point of Tangency; thence South 20°00'00" West, a distance of 28.01 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet and a central angle of 20°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 69.81 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 106.03 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 65°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 113.45 feet to the Point of Tangency; thence South 65°00'00" West, a distance of 39.72 feet to the Point of Curvature of a circular curve, concave to the North, having a radius of 100.00 feet and a central angle of 59°00'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 102.97 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 42.02 feet and a central angle of 77°00'00"; thence Northwesterly and Northeasterly along the arc of said curve, an arc distance of 56.47 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT B

Commence at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 50.00 feet; thence North 00°54'31" West along a line 50.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13, a distance of 2,592.80 feet to the POINT OF BEGINNING;

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thence continue North 00°54'31" West along said parallel line a distance of 1,367.62 feet to the North line of the South 3/4 of said Section 14; thence North 89°46'45" East along said North line, a distance of 50.00 feet to the said West line of Section 13; thence North 89°46'52" East along the North line of Tracts 28 and 21 of said plat, a distance of 1,587.13 feet; thence South 00°00'00" West, a distance of 575.86 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 94.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 147.65 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 120.71 feet and a central angle of 45°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 94.81 feet to the Point of Tangency; thence South 45°00'00" West, a distance of 17.16 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 200.00 feet and a central angle of 45°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 284.50 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 100.00 feet and a central angle of 72°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 125.66 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 120.22 feet and a central angle of 72°00'00"; thence Northwesterly and Westerly along the arc of said curve, an arc distance of 151.07 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 309.48 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 56°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 97.74 feet to the Point of Tangency; thence South 34°00'00" West, a distance of 150.88 feet to the Point of Curvature of a circular curve, concave to the Southeast having a radius of 200.00 feet and a central angle of 34°54'31"; thence Southeasterly and Southerly along the arc of said curve, an arc distance of 121.85 feet to the Point of Tangency; thence South 00°54'31" East, a distance of 145.53 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 112.47 feet and a central angle of 69°54'31"; thence Southwesterly along the arc of said curve, an arc distance of 137.22 feet to a point of intersection with a non-radial line, whose radius point bears North 21°00'00" West from said intersection; thence South 24°08'54" East along said non-radial line, a distance of 125.38 feet; thence South 69°00'00" West, a distance of 258.80 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 470.00 feet and a central angle of 02°16'02"; thence Southwesterly along the arc of said curve, an arc distance of 18.60 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT C

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 2,619.70 feet; thence North 89°05'29" East, a distance of 387.59 feet to the POINT OF BEGINNING; thence North 00°00'00" East, a distance of 400.00 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Easterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 173.58 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 45°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 78.54 feet to the Point of Reverse Curvature of a circular curve, concave to the Northeast, having a radius of 419.06 feet and a central angle of 45°00'00"; thence Southeasterly and Easterly along the arc of said curve, an arc distance of 329.13 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 315.00 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 78.54 feet to the Point of Tangency; thence North 45°00'00" East, a distance of 55.74 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet, and a central angle of

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45°00'00"; thence Northeasterly and Easterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 90°00'00" East, a distance of 37.16 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Northerly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence North 00°00'00" East, a distance of 434.32 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 150.00 feet and a central angle of 89°46'52"; thence Northerly and Northeasterly along the arc of said curve, an arc distance of 235.05 feet to the Point of Tangency; thence North 89°46'52" East, a distance of 391.88 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 93°31'50"; thence Easterly and Southwesterly along the arc of said curve, an arc distance of 163.24 feet to the Point of Tangency; thence South 03°18'43" West, a distance of 343.10 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 86°41'17"; thence Southwesterly along the arc of said curve, an arc distance of 151.30 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 185.00 feet and a central angle of 90°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 290.60 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 231.27 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 64°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 167.55 feet to the Point of Tangency; thence South 64°00'00" West, a distance of 58.78 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 64°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 111.70 feet to the Point of Reverse Curvature of a circular curve, concave to the Northwest, having a radius of 136.74 feet, and a central angle of 86°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 205.25 feet to the Point of Tangency; thence South 86°00'00" West, a distance of 416.48 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 151.82 feet, and a central angle of 47°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 124.53 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 130.51 feet and a central angle of 47°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 107.06 feet to the Point of Compound Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 86°00'00"; thence Southwesterly and Southerly along the arc of said curve, an arc distance of 150.10 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 21.75 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 200.00 feet and a central angle of 90°00'00"; thence Southerly and Westerly along the arc of said curve, an arc distance of 314.16 feet to the Point of Tangency; thence North 90°00'00" West, a distance of 210.00 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 150.00 feet and a central angle of 90°00'00"; thence Westerly and Northerly along the arc of said curve, an arc distance of 235.62 feet to the Point of Tangency; thence North 00°00'00" East, a distance of 230.00 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 80.00 feet and a central angle of 90°00'00"; thence Northerly and Westerly along the arc of said curve, an arc distance of 125.66 feet to the said POINT OF BEGINNING.

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DESCRIPTION: TRACT D

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 3,960.42 feet to the North line of Tract 28 of said plat; thence North 89°46'52" East, along the said North line of Tract 28 and the North line of Tracts 21 and 12 of said plat, a distance of 2,674.11 feet to the POINT OF BEGINNING; thence continue North 89°46'52" East, along the said North line of said Tract 12, a distance of 1,121.50 feet; thence South 00°13'08" East, a distance of 315.17 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 204.03 feet and a central angle of 44°46'52"; thence Southeasterly along the arc of said curve, an arc distance of 159.47 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 81°09'48"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 212.48 feet to the Point of Tangency; thence South 36°09'48" West, a distance of 349.26 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 257.50 feet and a central angle of 53°50'12"; thence Southwesterly along the arc of said curve, an arc distance of 241.95 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 600.00 feet and a central angle of 32°00'00"; thence Northwesterly along the arc of said curve, an arc distance of 335.10 feet to the Point of Tangency; thence North 58°00'00" West, a distance of 400.01 feet; thence North 72°29'08" West, a distance of 181.26 feet to the intersection with a curve, concave to the Northwest, having a radius of 1,040.00 feet and a central angle of 17°44'00" and whose radius point bears North 72°29'08" West from said intersection; thence Northwesterly along the arc of said curve, an arc distance of 321.89 feet to the Point of Tangency; thence North 00°13'08" West, a distance of 313.25 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 4,000.00 feet and a central angle of 00°41'45"; thence Northerly along the arc of said curve, an arc distance of 48.58 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT E

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 3,108.88 feet; thence North 89°05'29" East, a distance of 2,557.64 feet to the POINT OF BEGINNING; thence South 64°02'17" East, a distance of 788.77 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 250.00 feet and a central angle of 64°02'17"; thence Southeasterly and Southerly along the arc of said curve, an arc distance of 279.42 feet to the Point of Tangency; thence South 00°00'00" West, a distance of 162.99 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 250.00 feet and a central angle of 73°00'00"; thence Southerly and Southwesterly along the arc of said curve, an arc distance of 318.52 feet to the Point of Compound Curvature of a circular curve, concave to the North, having a radius of 575.18 feet and a central angle of 35°08'17"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 352.74 feet to the Point of Tangency; thence North 71°51'43" West, a distance of 364.71 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 500.00 feet and a central angle of 13°06'10"; thence Northwesterly along the arc of said curve, an arc distance of 114.34 feet to the Point of Tangency; thence North 58°45'33" West, a distance of 101.19 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of 22°14'27"; thence Northwesterly along the arc of said curve, an arc distance of 77.64 feet to the Point of Tangency; thence North 81°00'00" West, a distance of 50.69 feet to the intersection with a curve, concave to the Southeast, having a radius of 1,160.00 feet, a central angle of 22°46'52" and whose radius point bears South 81°00'00" East from said intersection; thence Northeasterly along the arc of said curve, an arc distance of 461.22 feet to the Point of Tangency; thence North 31°46'52" East, a distance of 233.64 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 1,040.00 feet and a central angle

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of 05°49'09", thence Northeasterly along the arc of said curve, an arc distance of 105.63 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT F

Commence at the Southwest corner of said Section 13; thence North 85°47'34" East along a line that connects the Southwest corner of said Section 13 and the Northwest corner of Section 19, Township 47 South, Range 42 East, a distance of 2,768.68 feet to the POINT OF BEGINNING; thence North 18°24'02" West, a distance of 205.58 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 100.00 feet and a central angle of 33°20'13"; thence Northeasterly along the arc of said curve, an arc distance of 58.18 feet to the Point of Tangency; thence North 14°56'11" East, a distance of 289.12 feet; thence South 74°51'43" East, a distance of 191.00 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 520.99 feet and a central angle of 63°00'00"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 572.86 feet to the Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 1,640.00 feet and a central angle of 04°53'40"; thence Northeasterly along the arc of said curve, an arc distance of 140.10 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 50.00 feet and a central angle of 32°02'16"; thence Northeasterly along the arc of said curve, an arc distance of 27.96 feet to a Point of Reverse Curvature of a circular curve, concave to the Northwest, having a radius of 180.00 feet and a central angle of 54°12'11"; thence Northeasterly along the arc of said curve, an arc distance of 170.28 feet to a point of intersection with a non-radial line, whose radius point bears North 74°55'18" West from said intersection; thence North 66°51'30" East along said non-radial line, a distance of 39.28 feet; thence South 61°21'43" East, a distance of 61.50 feet to a Point of Curvature of a circular curve, concave to the Northeast, having a radius of 830.00 feet and a central angle of 23°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 333.18 feet to the Point of Tangency; thence South 84°21'43" East, a distance of 37.47 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 323.20 feet and a central angle of 16°37'19"; thence Southeasterly along the arc of said curve, an arc distance of 93.76 feet to the point of intersection with a non-radial line, whose radius point bears North 10°59'02" West from said intersection; thence South 37°57'06" East along said non-radial line, a distance of 159.51 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 500.00 feet and a central angle of 47°49'17"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 417.32 feet to the Point of Tangency; thence South 09°52'11" West, a distance of 131.99 feet to the said line that connects the Southwest corner of said Section 13 and the Southwest corner of said Section 19; thence South 85°47'34" West along said last above described line, a distance of 1,651.56 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT G

Commence at the Southwest corner of said Section 13; thence North 00°54'31" West along the West line of said Section 13, a distance of 1,373.64 feet; thence North 89°05'29" East, a distance of 677.18 feet to the POINT OF BEGINNING; thence North 59°00'00" East, a distance of 41.65 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 42°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 109.96 feet to the Point of Tangency; thence North 17°00'00" East, a distance of 94.87 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 200.00 feet and a central angle of 52°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 181.51 feet to the Point of Tangency; thence North 69°00'00" East, a distance of 210.53 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 63°00'00"; thence Northeasterly and Southeasterly along the arc of said curve, an arc distance of 164.93 feet to the Point of Tangency; thence South

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48°00'00" East, a distance of 61.42 feet to the Point of Curvature of circular curve, concave to the Northeast, having a radius of 150.00 feet and a central angle of 55°00'00"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 143.99 feet to the Point of Tangency; thence North 77°00'00" East, a distance of 278.47 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 100.00 feet and a central angle of 66°00'00"; thence Northeasterly along the arc of said curve, an arc distance of 115.19 feet to the Point of Tangency; thence North 11°00'00" East, a distance of 24.96 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 100.00 feet and a central angle of 90°00'00"; thence Northeasterly and Southeasterly along the arc of said curve, an arc distance of 157.08 feet to the Point of Tangency; thence South 79°00'00" East, a distance of 134.78 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 47°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 123.05 feet to the Point of Reverse Curvature of a circular curve, concave to the Northeast, having a radius of 194.98 feet and a central angle of 47°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 159.94 feet to the Point of Tangency; thence South 79°00'00" East, a distance of 109.87 feet to the Point of Curvature of a circular curve, concave to the Southwest, having a radius of 100.00 feet and a central angle of 74°00'00"; thence Southeasterly along the arc of said curve, an arc distance of 129.15 feet to the Point of Tangency; thence South 05°00'00" East, a distance of 70.67 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 500.00 feet and a central angle of 22°00'00"; thence Southwesterly along the arc of said curve, an arc distance of 191.99 feet to the Point of Tangency; thence South 17°00'00" West, a distance of 192.55 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 85.38 feet and a central angle of 64°05'58"; thence Southwesterly along the arc of said curve, an arc distance of 95.52 feet to the Point of Reverse Curvature of a circular curve, concave to the Southeast, having a radius of 95.09 feet and a central angle of 81°23'26"; thence Southwesterly and Southeasterly along the arc of said curve, an arc distance of 135.08 feet to the Point of Tangency; thence South 00°17'28" East, a distance of 148.39 feet to the point of intersection with a circular curve, concave to the Southeast, having a radius of 2,040.00 feet, a central angle of 07°34'15" and whose radius point bears South 00°17'28" East from said intersection; thence Southwesterly along the arc of said curve, an arc distance of 269.56 feet to the Point of Tangency; thence South 82°08'17" West, a distance of 374.44 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 860.00 feet and a central angle of 57°00'00"; thence Southwesterly and Northwesterly along the arc of said curve, an arc distance of 855.56 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 1,907.09 feet and a central angle of 08°06'01"; thence Northwesterly along the arc of said curve, an arc distance of 269.62 feet to the Point of Compound Curvature of a circular curve, concave to the Northeast, having a radius of 50.00 feet and a central angle of 36°15'08"; thence Northwesterly along the arc of said curve, an arc distance of 31.64 feet to the Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 180.00 feet and a central angle of 10°30'40"; thence Northwesterly along the arc of said curve, an arc distance of 33.02 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT H

Begin at the Southwest corner of said Section 13; thence South 89°46'59" West along the South line of said Section 14, a distance of 50.00 feet; thence North 00°54'31" West along a line 50.00 feet West of (as measured at right angles) and parallel with the West line of said Section 13, a distance of 930.62 feet to a point of intersection with a circular curve, concave to the North, having a radius of 562.29 feet, a central angle of 36°39'06"" and whose radius point bears North 15°02'23" East from said intersection; thence Easterly along the arc of said curve, an arc distance of 359.69 feet to a Point of Compound Curvature of a circular curve, concave to the Northwest, having a radius of 1,430.00 feet and a central angle of 07°00'00"; thence

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Northeasterly along the arc of said curve, an arc distance of 174.71 feet to a point on said curve, whose radius point bears North 28°36'43" West; thence South 28°36'43" West along the prolongation of said radial line, a distance of 54.27 feet; thence South 49°01'04" East, a distance of 169.63 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 150.00 feet and a central angle of 90°50'39"; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 237.83 feet to the Point of Tangency; thence North 40°08'17" East, a distance of 87.84 feet to a point of intersection with a circular curve, concave to the Northeast, having a radius of 940.00 feet, a central angle of 48°00'00" and whose radius point bears North 40°08'17" East from said intersection; thence Southeasterly and Northeasterly along the arc of said curve, an arc distance of 787.49 feet to the Point of Tangency; thence North 82°08'17" East, a distance of 374.44 feet to the Point of Curvature of a circular curve, concave to the Southeast, having a radius of 1,960.00 feet and a central angle of 10°52'37"; thence Northeasterly along the arc of said curve, an arc distance of 372.08 feet to a point on said curve, whose radius point bears South 03°00'54" West; thence South 03°00'54" West along said radial line, a distance of 150.00 feet to the Point of Curvature of a circular curve, concave to the Northeast, having a radius of 110.00 feet and a central angle of 90°00'00"; thence South and Southeasterly along the arc of said curve, an arc distance of 172.79 feet to a Point of Reverse Curvature of a circular curve, concave to the Southwest, having a radius of 108.35 feet and a central angle of 90°55'00"; thence Southeasterly and Southwesterly along the arc of said curve, an arc distance of 171.93 feet to the Point of Tangency; thence South 03°55'54" West, a distance of 237.34 feet to a point of intersection with a line that bears South 85°47'34" West, between the Northwest corner of Section 19, Township 47 South, Range 42 East and the Southwest corner of said Section 13; thence South 85°47'34" West, along said last above described line, a distance of 2,535.83 feet to the said POINT OF BEGINNING.

DESCRIPTION: TRACT I

Commence at the Southeast corner of said Section 14; thence South 89°46'59" West along the South line of said Section 14, a distance of 335.02 feet to the POINT OF BEGINNING; thence continue South 89°46'59" West along the said South line, a distance of 985.61 feet to the West line of the East 1/4 of said Section 14; thence North 00°55'25" West along the said West line of the East 1/4, a distance of 1,021.10 feet; thence North 89°04'36" East, a distance of 110.27 feet to the Point of Curvature of a circular curve, concave to the Northwest, having a radius of 431.95 feet and a central angle of 24°34'36"; thence Northeasterly along the arc of said curve, an arc distance of 185.28 feet to the Point of Reverse Curvature of a circular curve, concave to the South, having a radius of 750.00 feet and a central angle of 16°30'00"; thence Northeasterly along the arc of said curve, an arc distance of 215.98 feet to the Point of Tangency; thence North 81°00'00" East, a distance of 191.26 feet; thence North 89°46'34" East, a distance of 300.01 feet to a line 335.00 feet West of (as measured at right angle) and parallel with the East line of said Section 14; thence South 00°54'31" East along said parallel line, a distance of 1,156.10 feet to the said POINT OF BEGINNING.

Containing 172.384 Acres more or less.

Said lands situate, lying and being in Palm Beach County, Florida.

Bearings based on Sectional Breakdown data of Section 13, Township 47 South, Range 41 East, as supplied by Palm Beach County Survey Department, using a bearing of North 00°54'39" West along the East line of said Section.

Subject to easements and restrictions of record.

B4864 P1621

State of Florida

Department of State

I certify that the attached is a true and correct copy of Certificate of Amended and Restated Articles of Incorporation of MISSION BAY COMMUNITY ASSOCIATION, INC., a Florida corporation organized and existing under the Laws of the State of Florida, filed on April 24, 1986.

The document number for this corporation is N05509

A NON-PROFIT CORPORATION.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 24th day of April 1986.

George Firestone
Secretary of State

CR2E022 (10-85)

B4984 P2971

FILED
1986 APR 24 AM 9:22
SECRETARY OF STATE
MIAMI, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

MISSION BAY COMMUNITY ASSOCIATION, INC.
(A Corporation Not for Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned incorporated on October 5, 1984, by the Articles of Incorporation of Mission Bay Community Association, Inc. ("Original Articles"), this Corporation not for profit for the purposes and with the powers set forth therein. The undersigned, desiring to amend and restate the Original Articles in accordance therewith by these Amended and Restated Articles of Incorporation ("Articles") certify as follows:

ARTICLE I
DEFINITIONS

A. All terms which are defined in the Declaration of Protective Covenants, Conditions, and Restrictions for Mission Bay ("Protective Covenants") shall be used herein with the same meanings as defined in said Protective Covenants.

B. "Corporation" as used herein shall mean the Mission Bay Community Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns. The Corporation is NOT a condominium association.

ARTICLE II
NAME

The name of this Corporation shall be Mission Bay Community Association, Inc. ("Corporation"), whose present address is 5301 N. Federal Highway, Boca Raton, Florida 33431.

ARTICLE III
PURPOSES

The purposes for which this Corporation is organized are to take title to, operate, administer, manage, lease and maintain the Corporation Common Areas or such portions thereof or of Mission Bay as are dedicated to or made the responsibility of the Corporation in the Protective Covenants in any other Governing Documents, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not for profit in order to carry out the covenants and enforce the provisions of any Mission Bay Documents. The Corporation is not a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV
POWERS

The Corporation shall have the following powers and shall be governed by the following provisions:

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A. The Corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Governing Documents.

B. The Corporation shall have all of the powers reasonably necessary to implement the purposes of the Corporation including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Protective Covenants or any other Governing Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of Mission Bay or any portions thereof, including, without limitation, the Corporation Common Areas.

3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Operating Expenses in the manner provided in the Governing Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Corporation.

4. To maintain, repair, replace and operate those portions of Mission Bay that it is required to maintain, repair, replace and operate in accordance with the Governing Documents.

5. To enforce the provisions of the Governing Documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of property; and to enter into any other agreements consistent with the purposes of the Corporation, including but not limited to agreements with respect to the installation, maintenance and operation of a telecommunications receiving and distribution system and surveillance services system, or for professional management and to delegate to such professional management certain powers and duties of the Corporation.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. The members of the Corporation shall be comprised of the Owners (hereinafter sometimes referred to as the "Owner Members"), the Swim Club Owner, the Commercial Property Owner, and Developer.

B. An Owner's Membership shall be established effective immediately upon such Person's becoming an Owner, provided however, that such new Member's rights shall not be effective until the new Member presents the Corporation with a recorded copy of the Warranty Deed or other muniment of title conveying the title to the Unit so conveyed and such

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membership shall pass with title to the Unit in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Unit.

C. A Structure for which final certificates of occupancy had been issued but which has subsequently been destroyed or demolished shall be deemed, for the purpose of calculating eligible votes, to have the number of Dwelling Units which were contained in the original structure until such time as a replacement structure has been erected and a final certificate of occupancy issued therefor. Thereupon, the number of Dwelling Units in the replacement structure shall control in lieu of the number of Dwelling Units so destroyed or demolished.

D. Voting Rights. The voting rights of the Members shall be as follows:

1. Number of Votes. Each Member shall possess the number of votes such Member is entitled to, as set forth in the Protective Covenants.

2. Casting of Votes.

(a) Developer. Developer or the person designated in Developer's written proxy shall cast the votes possessed by Developer as a Member at meetings of the Corporation. Nothing herein contained shall require that Developer cast in the same manner all the votes he is entitled to cast as a Member, and Developer may cast fewer than the total number of votes he possesses.

(b) Other Members

(i) Represented Members. Each Member owning a Dwelling Unit administered by a Village Association other than Developer ("Represented Member") shall cast its vote(s) for such Dwelling Unit through its Representative. Nothing herein contained shall require that a Representative cast in the same manner all the votes which he is entitled to cast, and the Representative may cast fewer than the total number of votes possessed by his Represented Members. The number of votes equal to the number of votes possessed by such Represented Members shall be cast by the Representative as he determines to be in the best interest of his Represented Members, except that votes to amend the Governing Documents, elect Governors, and decide other questions so designated by the Corporation Board shall be cast by the Representative in the same manner as they were directed to be cast by his Represented Members at a meeting of the members of such Village Association duly called and held in accordance with the Articles of Incorporation and Bylaws of such Village Association. The Representative shall, prior to voting such votes at a meeting of the Members, supply the Corporation with an affidavit attesting to the outcome of such vote by the Represented Members.

(ii) Unrepresented Members. The Swim Club Owner, the Commercial Property Owner, Developer, and each Member owning a Unit not administered by a Village Association ("Unrepresented Member") shall cast their vote(s) in person or by the person designated in a written proxy. Nothing herein contained shall require that an Unrepresented Member cast in the same manner all the votes which he is

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entitled to cast, and such Unrepresented Member may cast fewer than the total number of votes he so possesses.

(iii) Person Entitled to Vote:

(a) The vote of the Unrepresented Members owning a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Member") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the owners of the Unit, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity and filed with the Secretary of the Corporation. If such a proxy or Certificate is not filed with the Secretary of the Corporation, the vote of such Unit shall not be considered for a quorum or for any other purpose.

(b) Notwithstanding the provisions of subparagraph V.D.2(b)(iii)(a) immediately above, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a proxy or Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Corporation by the other spouse. In the event of prior written notice to the contrary to the Corporation by the other spouse, the vote of their Unit shall not be considered.

(iii) Where neither spouse is present, the person designated in a proxy or Certificate signed by either spouse may cast their vote, absent any prior written notice to the contrary to the Corporation by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Corporation or the designation of a different Voting Member by the other spouse, the vote of their Unit shall not be considered.

C. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of the Governing Documents.

ARTICLE VI
TERM

The term for which this Corporation is to exist shall be perpetual.

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ARTICLE VII
INCORPORATORS

The name and street address of the Incorporators of the Corporation is as follows:

Name	Address
James G. Brady	5301 N. Federal Highway Boca Raton, Florida 33431
V.M. Brady	5301 N. Federal Highway Boca Raton, Florida 33431

The rights and interests of the Incorporators shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
OFFICERS

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Directors are as follows:

President	-	James G. Brady
Vice President	-	V.M. Brady
Secretary	-	Cynthia Waypa
Treasurer	-	James G. Brady

ARTICLE X
BOARD OF DIRECTORS

A. The number of members of the First Board of

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Directors ("First Board") shall be three (3). Thereafter, the number of members of the Board shall be as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

Name	Address
James G. Brady	5301 N. Federal Highway Boca Raton, Florida 33431
V.M. Brady	5301 N. Federal Highway Boca Raton, Florida 33431
Gary Tenczar	5301 N. Federal Highway Boca Raton, Florida 33431

The First Board shall be the Board of the Corporation until the first Annual Members Meeting after the "Turnover Date" (as that term is hereinafter defined). Developer shall have the right to appoint, designate or elect all the members of the First Board until the first Annual Members' Meeting after the Turnover Date and in the event of any vacancy, fill any such vacancy. Developer reserves the right to remove any Directors from the First Board.

C. 1. At the first Annual Members' Meeting after the Turnover Date, and at all Annual Members' Meetings thereafter until the Turnover Date, the number of members of the Board shall be expanded to nine (9). At such Annual Members' Meeting and at all Annual Members' Meetings thereafter until the Turnover Date, the Owner Members shall elect seven (7) Directors, the Swim Club Owner shall elect one (1) Director and the Commercial Property Owner shall elect one (1) Director. In addition, after the Turnover Date and for so long as Developer owns any interest in the Total Property, Developer shall have the right, but not the obligation, to designate one additional Director and his/her successors ("Developer Director").

2. The Turnover Date shall be ninety (90) days after Developer conveys to Owners of Dwelling Units fee simple title to at least seventy-five percent (75%) of the Dwelling Units permitted to be constructed at Mission Bay, or at any time upon a voluntary election of Developer, whichever is the soonest to occur. Until the Turnover Date, any Directors of the Corporation named by Developer shall serve, and in the event of vacancies of such Directors, such vacancies shall be filled by Developer. The fact that the Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Developer to resign.

E. All Directors elected by Owner Members must be Owners.

F. The resignation of a Director who has been designated, appointed or elected by Developer, or the resignation of an officer of the Corporation who was elected by the First Board, shall remise, release, acquit, and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits,

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debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Corporation or Members had, now have, or will have; or which any personal representative, successor, heir or assign of the Corporation or Members hereafter may have against such Director or officer by reason of his having been a Director or officer of the Corporation.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled by common law or statute.

ARTICLE XII
BYLAWS

Bylaws of the Corporation shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the

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time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors and all Members setting forth their intention that an amendment to these Articles be adopted.

B. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Protective Covenants.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles and an exhibit to the Protective Covenants upon the recording of the Protective Covenants; or, in lieu thereof, "Restated Articles" (as hereinafter described) may be adopted and a certified copy thereof shall be attached as an exhibit to the Protective Covenants upon recordation thereof.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Directors as provided in Article X hereof and the rights reserved to Developer in Article 10.16 of the Protective Covenants, without the prior written consent thereto by Developer; and (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

ARTICLE XIV
SUCCESSOR ENTITIES

In the event of the dissolution of the Corporation, or any successor entity thereto, any property dedicated or conveyed to the Corporation shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Corporation, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Corporation, or such successor.

ARTICLE XV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Corporation's name and,

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if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any restatements thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XIII hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be these Articles of Incorporation of the Corporation.

C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article XIII are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 5301 N. Federal Highway, Boca Raton, Florida 33431 and the initial Registered Agent of the Corporation at that address shall be James G. Brady.

IN WITNESS WHEREOF, we, James G. Brady, V.M. Brady, and Gary Tenczar, the Incorporators of the Mission Bay Community Association, Inc., have hereunto affixed our signatures and caused the corporate seal to be hereunto affixed this 8th day of April, 1986.

James G. Brady

V.M. Brady

The undersigned hereby accepts the designation of Registered Agent of Mission Bay Community Association, Inc. as set forth in Article XIV of these Articles.

James G. Brady

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STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared James G. Brady and V.M. Brady, to me known to be the persons described as the Incorporators of the Mission Bay Community Association, Inc. and who executed the foregoing Amended and Restated Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 8 day of April, 1986.

Notary Public
My Commission Expires:

[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Mar 16, 1990
BONDED THRU FLORIDA NOTARY SERVICES

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared James G. Brady, to me known to be the person described as initial Registered Agent, in and who executed the foregoing Amended and Restated Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 8 day of April, 1986.

Notary Public
My Commission Expires:

[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Mar 16, 1990
BONDED THRU FLORIDA NOTARY SERVICES

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BYLAWS
OF
MISSION BAY COMMUNITY ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Section 1. All terms which are defined in the Declaration of Protective Covenants, Conditions, and Restrictions for Mission Bay Community shall be used herein with the same meanings as defined in said Protective Covenants.

Section 2. Corporation as used herein shall mean Mission Bay Community Association, Inc., a Florida corporation not for profit.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 5301 N. Federal Highway, Boca Raton, FL 33431, or at such other place as may be established by resolution of the Board of Governors of the Corporation.

ARTICLE III
VOTING RIGHTS, ASSESSMENTS AND REPRESENTATIVES

Section 1. Every Owner, the Swim Club Owner, the Commercial Property Owner, and Developer shall be a Member of the Corporation, provided that any such person or entity who holds an ownership interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of a Unit.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Protective Covenants and, upon thirty (30) days written notice, shall result in the suspension of voting privileges until such Assessments and installments thereof are paid.

Section 3. Owners who shall have a Representative pursuant to the provisions of Article 5.02 of the Protective Covenants shall be represented at all meetings of the Corporation by the Representative. The Representative shall speak, vote and generally act on behalf of the Members he represents, as directed by such Members. Members represented by a Representative shall not have the right to attend any meeting of the Board except if specifically requested by the Board. Further, no Members shall have the right to speak at any meeting of the Board except if specifically requested by the Board.

ARTICLE IV
BOARD OF GOVERNORS

Section 1. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which

a quorum is present shall constitute the action of the Board.

Section 2. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Governor, shall be filled by the Board; except that Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Governor appointed by Developer. A Governor appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE V
ELECTION OF GOVERNORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the Representatives and the "Unrepresented Members" (as that term is defined in the Articles) may cast as many votes as they are entitled to exercise under the provisions of the Governing Documents for each vacancy in the Board. The persons receiving the largest number of votes shall be elected. Nothing contained herein shall be in derogation of Developer's right to appoint Governors as set forth in the Articles.

Section 2. Nominations for election of Governors to the Board by Members (other than Governors to be elected by the Swim Club Owner and the Commercial Property Owner) shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board, and two (2) or more Members of the Corporation or of the Board. The Nominating Committee shall be appointed by the Board prior to each "Annual Members' Meeting" (as that term is hereinafter defined) subsequent to the Turnover Date to serve from the close of each such Annual Members' Meeting until the close of the next Annual Members' Meeting and such appointment shall be announced at each Annual Members' Meeting.

Section 4. The Nominating Committee shall make as many nominations for election of Governors to the Board by Members as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written ballot as provided in Section 6 and shall be made in advance of the time fixed in Section 6 for the mailing of such ballots to Members.

Section 5. Nominations for election of Governors by the Swim Club Owner and Commercial Property Owner to the Board shall be made by the Swim Club Owner and Commercial Property Owner by a statement signed by an authorized representative of the Swim Club Owner and Commercial Property Owner, respectively, and delivered to the Chairperson of the Nominating Committee at least thirty-five (35) days in advance of the date of the annual meeting or special meeting called for elections.

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Section 6. All elections to the Board shall be made by written ballot which shall:

(a) describe the vacancies to be filled by the Members, Swim Club Owner, and Commercial Property Owner respectively;

(b) set forth the names of those nominated by the Nominating Committee for such vacancies;

(c) set forth the names of those nominated by the Swim Club Owner and Commercial Property Owner for such vacancies; and

(d) contain space for a write-in vote by the Representative or Unrepresented Members.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to the Representative or Unrepresented Members at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 7. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 8. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those Members who have the right to vote are able to cast votes and that the vote of any Member or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the Members, the ballots shall be destroyed.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

(a) To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof;

(b) To appoint and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Governor of the Corporation in any capacity whatsoever;

(c) To establish, levy and assess, and collect Assessments for Operating Expenses;

(d) To adopt and publish Rules and Regulations governing the use of the Corporation Common Areas and

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facilities and the personal conduct of the Members and their guests thereon;

(e) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the Members in the Protective Covenants;

(f) In the event that any member of the Board of the Corporation not appointed by Developer shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Governor to be vacant.

Section 2. It shall be the duty of the Board:

(a) To cause to be kept minutes of all its acts and corporate affairs.

(b) To supervise all Officers, agents and employees of the Corporation.

ARTICLE VII
GOVERNORS' MEETINGS

Section 1. A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular annual meeting of the Members.

Section 2. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no additional notice thereof need be given.

Section 3. Special meetings of the Board shall be held when called by the President of the Corporation or by any two Governors after not less than three (3) days' notice to each Governor except in cases of emergencies.

Section 4. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Governors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records of the Corporation and made part of the minutes of the meeting.

Section 5. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII
OFFICERS

Section 1. The officers of the Corporation shall be

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a President, a Vice President, a Secretary and a Treasurer and such other officers as may be deemed necessary or appropriate by the Board. The President shall be a member of the Board.

Section 2. The officers shall be chosen by a majority vote of the Governors.

Section 3. All officers shall hold office at the pleasure of the Board.

Section 4. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Corporation shall be ex officio the Secretary of the Board, shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all Members of the Corporation together with their addresses as registered by such Members (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Corporation, provided that such checks and notes shall also be signed by the President or a Vice President. The Treasurer shall keep books of the Corporation in accordance with good accounting practices and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

ARTICLE IX
COMMITTEES

Section 1. The Corporation may have the following Committees amongst others:

(a) Recreation Committee;

(b) Maintenance Committee; and

(c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more persons and shall include a member of the Board for Board contact. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create,

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from time to time, such other committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board, shall inform the Members of all activities and functions of the Corporation, and advise the Board on all matters pertaining to the recreational programs and activities of the Corporation, and shall perform such other functions as the Board, in its discretion, determines. The Governor elected by the Swim Club Owner shall be a member of any Recreation Committee created by the Board.

Section 3. The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Corporation Common Area and facilities of the Corporation, and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Finance and Audit Committee, if created by the Board, shall supervise the annual audit of the Corporation's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints from Members on any matter involving Corporation functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Governor or officer of the Corporation as is further concerned with the matter presented.

ARTICLE X
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members ("Annual Members' Meeting") shall be held on the second Wednesday of the month of March in each year, at the hour of 7:30 o'clock P.M. If the day for the Annual Members' Meeting shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday or such other day and time as the Board may determine.

Section 2. Special meetings of the Members for any purpose may be called at any time by a majority or more of the members of the Board, or upon written request of the Members who have right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the Unrepresented Members (including Developer) and the Representatives by the Secretary. Notice may be given either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address of the Unrepresented Member or the Representative appearing on the books of the Corporation. Each Representative and Unrepresented Member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Failure to so register shall release the Secretary from the requirement of sending notice of meeting to such person. Notice of any meeting, regular or special,

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shall be delivered or mailed at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article V, or any action governed by the Articles or by the Protective Covenants, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at any meeting of the Members of Representatives or Unrepresented Members entitled to cast one-third (1/3) of the votes of the entire Membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles or by the Protective Covenants shall require a quorum as therein provided.

ARTICLE XI
PROXIES AND VOTING

Section 1. At all meetings of Members, each Representative or Unrepresented Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

Section 3. A Representative or Unrepresented Member shall not be entitled to appoint more than one (1) proxy to attend a meeting on the same occasion and an instrument of proxy shall be valid only for the occasion for which it is given. A Representative may appoint only an officer of the Corporation as its proxy.

Section 4. When a Unit is owned by more than one (1) Unrepresented Member then the vote for such Unit shall be exercised as such owners among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Unit.

ARTICLE XII
BOOKS AND PAPERS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XIII
CORPORATE SEAL

The Corporation shall have a seal in circular form having within its circumference the words:

MISSION BAY COMMUNITY ASSOCIATION, INC.

ARTICLE XIV
ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 1. The Corporation shall use the accrual method of accounting, all records of which shall be open to inspection by Developer, Unrepresented Members or

B4884 P1139

Representatives, or their respective authorized representatives at reasonable times. Such authorization of a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a Budget (as provided for in the Protective Covenants) of the anticipated Operating Expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held no later than November 1st of the year to which the Budget applies, within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer, each Representative, and each Unrepresented Member. The copy of the Budget shall be deemed furnished and the notice of the Individual Unit Assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The Individual Unit Assessment shall be payable as provided for in the Protective Covenants.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

Section 6. The depository of the Corporation shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Board in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII. All such funds shall be insured by an agency of the United States Government.

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 7, and a copy of the report shall be furnished to Developer, each Representative, and each Unrepresented Member, no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailings to the Representatives or Unrepresented Members required under these Bylaws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties shown on the records of the Corporation at their last known addresses as shown on the records of the Corporation.

ARTICLE XV
AMENDMENTS

Section 1. These Bylaws may be amended, at any regular or special meeting of the Board at which there is a quorum, by a vote of a majority of the Governors, provided that those provisions of these Bylaws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Protective Covenants may not be amended except as provided in such Protective Covenants.

Section 2. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of Palm Beach County, Florida no sooner than five (5) business days after a copy of same has been delivered to Developer, each Representative, and each Unrepresented Member.

Section 3. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control; and in the event of any conflict between the Articles and the Protective Covenants, the Protective Covenants shall control.

Section 4. No amendment to these Bylaws shall be effective which prejudices or otherwise detrimentally affects any of Developer's rights or privileges without Developer's prior written consent.

ARTICLE XV
GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Governors of Mission Bay Community Association, Inc., have hereunto set our hands this 29th day of April, 1986.

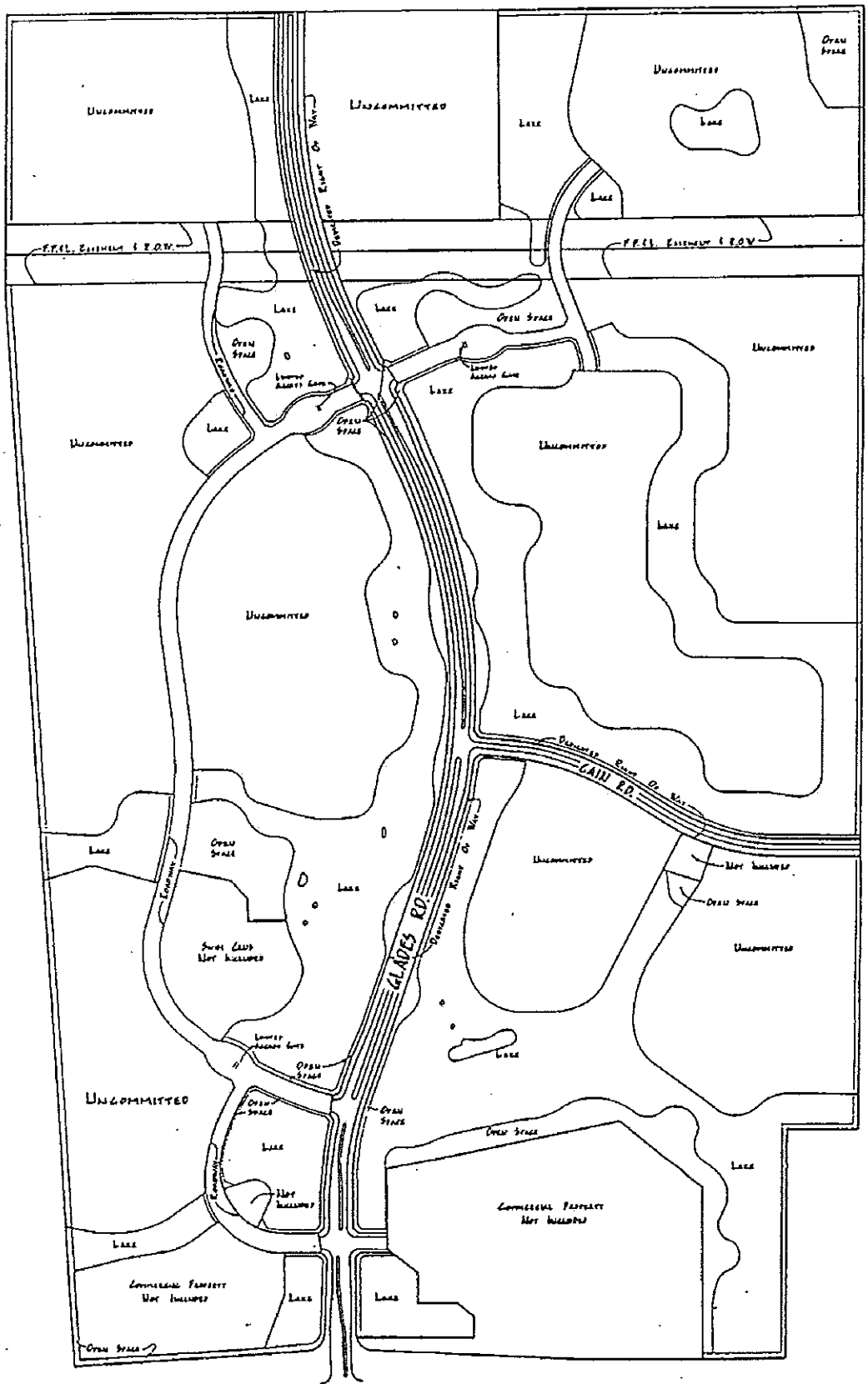
James G. Brady

V.M. Brady

Gary Tenzer

MISSION
4/04/86:emp
Rev:5

B4864 P1641



SHEET 1 OF 1 SHEETS

LAWSON & NOBLE INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
1123 CRESTWOOD BOULEVARD
LAKE WORTH, FLORIDA 33460 PH:(305) 582-8800

SCALE: 1" = 200'	
DATE:	
BY: RLT	
CK'D: TM	
F.B. — PG. —	
JOB 83-243	

REVISIONS	DATE	BY	CK

PROPERTY PLAN
"EXHIBIT F"
TO THE
DECLARATIONS OF PROTECTIVE COVENANTS, CONDITIONS AND LIMITATIONS FOR MISSION BAY

FIL 82

CONSENT OF MORTGAGEE
TO
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MISSION BAY

THIS CONSENT AGREEMENT ("Consent"), made and entered into this 29 day of APRIL, 1986, by AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION ("Mortgagee").

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage filed February 21, 1985 and recorded in Official Records Book 4473 at Page 481 and that certain Mortgage filed February 21, 1985 and recorded in Official Records Book 4473, Page 488, all of the Public Records of Palm Beach County, Florida, by and between MISSION BAY DEVELOPMENT CO., INC., as Mortgagor, and Mortgagee, which documents, as same may have been supplemented and amended, will be hereinafter collectively referred to as the "Mortgages"; and

WHEREAS, the Mortgages encumbers the real property subject to and described in Exhibit A ("Property") attached to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay ("Declaration"), to which this Consent is attached; and

WHEREAS, Mortgagee has agreed to consent to the Declaration and the terms and provisions thereof.

NOW, THEREFORE, Mortgagee agrees as follows:

Mortgagee does hereby consent to the recordation of the Declaration amongst the Public Records of Palm Beach County, Florida, and agrees to the Property being subject to the terms and provisions of the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

WITNESSES:

MORTGAGEE:
AMERIFIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: _____
Its ASSISTANT VICE PRESIDENT

84884 P1913

STATE OF FLORIDA)
:ss:
COUNTY OF Dade)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John A. Diehl the Asst Vice Pres of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said entity.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of April, 1986.

Doris W. Brooks
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 4 1986
BONDED THRU GENERAL INS. UNDERWRITERS

Mission
4/25/86:emp
Rev:1

8484 P1644

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

SHERR, TIBALLI, FAYNE & SCHNEIDER, ATTORNEYS AT LAW
600 Corporate Drive • Suite 400 • P O Box 9208 • Fort Lauderdale, Florida 33310-9208

NOV-15-1990 02:48pm 90-328734

ORB 6644 Ps 150

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY
RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by MISSION BAY MANAGEMENT, INC., the DEVELOPER, as successor in interest to Mission Bay Development Co., Inc. The attached Amendment is consented to by THE MISSION BAY COMMUNITY ASSOCIATION, INC. who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 31st day of October, 1990, at Palm Beach County, Florida.

MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared ALLAN M. SCHNIER, Vice President of Mission Bay Management, Inc. and President of Mission Bay Community Association, Inc, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Amendment, and acknowledged to and before me that he executed said Certificate of Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of ~~October~~ November, 1990.

_____
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 14, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1766

PROPOSED AMENDMENT TO
ARTICLES 6.02 AND 6.03, OF THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MISSION BAY

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE 6

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

6.02 Establishment of Liens.

Any and all ASSESSMENTS made by the CORPORATION in accordance with the provisions of these PROTECTIVE COVENANTS with late charges, and ~~with~~ interest thereon at the highest rate allowed by law and if there is no limit established by law then as established by the CORPORATION and costs of collection including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be a charge and continuing lien upon the UNIT against which each such ASSESSMENT is made, and shall also be the personal obligation of the OWNER of each such UNIT assessed. Pursuant to the provisions of Article 7.01(d), a lien against a DWELLING UNIT shall be a lien against the VILLAGE which it is a part of. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the COUNTY of a written, acknowledged claim of lien by the CORPORATION setting forth the amount due to the CORPORATION as of the date the claim of lien is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the claim of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an INSTITUTIONAL MORTGAGEE holding a first mortgage of record obtains title to a UNIT as a result of foreclosure of its mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of ASSESSMENTS pertaining to such UNIT or chargeable to the former OWNER thereof which became due prior to the acquisition of title as a result of the foreclosure, unless the ASSESSMENT against the UNIT in question is secured by a claim of lien for ASSESSMENTS that is recorded prior to the recordation of the mortgage which was foreclosed. The unpaid share of OPERATING EXPENSES or ASSESSMENTS shall be collectible from all of the OWNERS, including such acquirer and his successors and assigns.

6.03 Collection of ASSESSMENTS.

ASSESSMENTS or any installments thereof not paid on or before fifteen (15) days after the date when due shall include an additional charge of $50.00 for each month or a portion thereof in

which the ASSESSMENT is not paid after the due date as compensation to the CORPORATION for loss of use of the ASSESSMENT in the additional expenses of collection.

In the event any CONTRIBUTING UNIT OWNER or a VILLAGE ASSOCIATION shall fail to pay ASSESSMENTS or any installments thereof within fifteen (15) days after the same becomes due, then the CORPORATION shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the CORPORATION:

(a) To accelerate the entire amount of any ASSESSMENTS for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the CONTRIBUTING UNIT OWNER or VILLAGE ASSOCIATION in default funds to accomplish the needs of the CORPORATION up to and including the full amount for which such OWNER(s) or VILLAGE ASSOCIATION is liable to the CORPORATION and the amount or amounts of monies so advanced, late charges together with interest at the highest rate allowed by law, and if there is no limit established by law, then as established by CORPORATION, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the CORPORATION and such advance by the CORPORATION shall not be deemed a waiver of the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the CORPORATION in like manner as a foreclosure of a mortgage on real property.

(d) To file an action at law against the OWNER to collect said ASSESSMENT plus late charges and interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees at all trial and appellate levels without waiving any lien rights or rights of foreclosure in the CORPORATION.

NOTE: The balance of the text of Article 6 remains unchanged and may be found in its entirety beginning on page 23 of the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay as recorded in the Official Records of Palm Beach County, Book 4864, Pages 1586, 1587 and 1588.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

FEB-22-1991 02:50pm 91-049813

ORB 6736 Ps 1256

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by **MISSION BAY MANAGEMENT, INC.**, the **DEVELOPER**, as successor in interest to Mission Bay Development Co., Inc. The attached Amendment is consented to by **THE MISSION BAY COMMUNITY ASSOCIATION, INC.** who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of January, 1991, at Palm Beach County, Florida.

WITNESSES:

Donna M. Russo

Mara Gold

MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared **ALLAN M. SCHNIER**, Vice President of Mission Bay Management, Inc. and President of Mission Bay Community Association, Inc, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Amendment, and acknowledged to and before me that he executed said Certificate of Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of January, 1991.

_____
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 14, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1766

PROPOSED SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MISSION BAY

The following is an additional subparagraph to Article 7, the purpose thereof being to establish a procedure for the handling of violations of the Declaration and the penalties therefore:

7.06 Special Assessments for Violations

(a) In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-laws or Rules and Regulations of the Association, provided that the following procedures are followed:

i) The Association shall notify the Owner of the infraction or infractions. The Notice shall include the date and time of the next Board of Directors Meeting at which the Owner shall have the right to present testimony as to why the Special Assessment should not be imposed.

ii) The noncompliance shall be presented to the Board of Directors at the meeting described in the Notice. At such meeting a hearing shall be conducted to obtain testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

iii) The Board of Directors may impose the following Special Assessments against the Owner of the Lot in the event a violation is found:

a. First Noncompliance for Violation. A Special Assessment in an amount not in excess of $100.00

b. Second Noncompliance for Violation. A Special Assessment in an amount not in excess of $500.00

c. Third and Subsequent Noncompliance Violation or Violations which are of a Continuing Nature. A fine in an amount not in excess of $1,000.00 for each violation.

iv) A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Subsection (a) (ii) above.

(b) Should any Special Assessment imposed pursuant to this paragraph remain unpaid for more than (15) days beyond the due date specified above, the Board of Directors shall have the right to place a lien against the property pursuant to paragraph 6.02 hereof and to enforce same pursuant to paragraphs 6.03 (c) and 6.03 (d) hereof.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

FEB-22-1991 14:19 91-050160

ORB 6737 Pg 1

CERTIFICATE OF THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by **MISSION BAY MANAGEMENT, INC.**, the **DEVELOPER**, as successor in interest to Mission Bay Development Co., Inc. The attached Third Amendment is consented to by **THE MISSION BAY COMMUNITY ASSOCIATION, INC.** who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of ~~January~~ February, 1991, at Palm Beach County, Florida.

WITNESSES:

Laura M. Russo

Maria Gold

MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared **ALLAN M. SCHNIER**, Vice President of Mission Bay Management, Inc. and President of Mission Bay Community Association, Inc, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Third Amendment, and acknowledged to and before me that he executed said Certificate of Third Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of ~~January~~ FEBRUARY, 1991.

Laura Boerner
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAR. 26, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1766

PROPOSED THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

The following is hereby ADDED in its entirety to Article 3 of the Declaration. All other provisions of Article 3 remain unchanged.

3.04 (w) Restrictions Upon Leasing:

No OWNER may lease his Residence or any interest therein without approval of the DEVELOPER or the CORPORATION, which approval shall be obtained in the manner hereinafter provided:

1. Notice to Association. Each and every time an OWNER intends to lease his Residence or any interest therein he shall give written notice to the Developer or Corporation of such intention, together with the name and address of the intended lessee, the terms of such lease and such other information as the Developer or Corporation may reasonably require on forms that are supplied by the Developer or Corporation. The giving of such Notice shall constitute a warranty and representation by the OWNER to the Developer or Corporation that the OWNER believes the proposal to be bona fide in all respects. The Notice just described shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Corporation or the authorized representatives of the Developer.

2. Developer's or Corporation's Election. Within ten (10) days after receipt of the Notice, the Developer or Corporation, by the Board, shall either approve the proposed lease or furnish a lessee approved by the Developer or Corporation and give notice thereto to OWNER who will accept the lease to the substitute lessee furnished by the Developer or Corporation upon terms as favorable to the substitute lessee as the terms stated in the Notice; except that the lessee furnished by the Developer or corporation shall have at least ten (10) days subsequent to the date of the notice to the OWNER of the substitute within which to complete the lease of OWNER'S Residence. OWNER shall be bound to consummate the transaction with such substitute lessee as may be approved and furnished by the Developer or Corporation. If the Association approves the proposed lease, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Developer or Corporation and shall be delivered to the lessee of the OWNER. Failure of the Developer or Corporation to grant Approval or to furnish a substitute lessee within ten (10) days after Notice is received or failure of the substitute lessee to lease the Residence shall constitute Approval, and the Developer or Corporation shall be required to prepare and deliver to the lessee of the OWNER a written Approval in recordable form. Notwithstanding the foregoing, the Developer or Corporation shall not be required to issue an Approval or furnish a substitute lessee if the proposed

lessee would not otherwise qualify under the Mission Bay Documents, or if the OWNER is in default of his monthly maintenance assessments.

3. Application Fee and Security Deposit. The Developer or Corporation shall charge a fee for review of any proposed lease which shall be paid at the time the proposed lease is submitted to the Developer or Corporation in the amount of $50.00. The payment of this application fee shall be a condition to the obligation of the Developer or Corporation to act upon the proposed lease as provided above. In addition to the foregoing, as an additional condition to permitting the renting of a unit, the OWNER, within ten (10) days of the approval of a proposed lease or compilation of a lease to a substitute lessee, shall place in escrow with the Developer or Corporation a security deposit in an amount not to exceed the equivalent of one month's rent under the lease. The security deposit shall protect against damages to the common elements or other property of the Developer or Corporation. Within fifteen (15) days after a tenant vacates the premises, the Developer or Corporation shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be handled in the same fashion as disputes concerning security deposits under Florida Statutes Section 83.49.

4. Transfer of Privileges. Upon the occasion of the possession of the OWNER'S premises by a tenant, the OWNER shall cease to be entitled to the use of the swim club and all other facilities provided to the OWNER pursuant to this Declaration. All tenants and their families in possession pursuant to a valid lease shall be entitled to the use of the swim club and all other facilities to which the OWNER would otherwise be entitled pursuant to the Declaration in full substitution for the OWNER or those having privileges under the OWNER pursuant to the Declaration.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Make a list (enclose self-addressed stamped envelope).

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s)

APR-08-1991 08:59am 91-093172

ORB 6780 Pg 368

CERTIFICATE OF FOURTH AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY
RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Fourth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by MISSION BAY MANAGEMENT, INC., the DEVELOPER, as successor in interest to Mission Bay Development Co., Inc. The attached Fourth Amendment is consented to by THE MISSION BAY COMMUNITY ASSOCIATION, INC. who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 28th day of February ____ 1991, at Palm Beach County, Florida.

WITNESSES:

MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared ALLAN M. SCHNIER, Vice President of Mission Bay Management, Inc. and President of Mission Bay Community Association, Inc, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Fourth Amendment, and acknowledged to and before me that he executed said Certificate of Fourth Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of February, 1991.

_____
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 26, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1766

PROPOSED FOURTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

This is the proposed Fourth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay.

The following is hereby ADDED in its entirety to the Articles referred to therein of the Declaration. All other provisions of the Articles referred to herein remain unchanged.

5.02 Voting Rights.

(c) In the event that any Member of the Corporation is delinquent in the payment of any or all assessments for operating expenses or any or all special assessments established pursuant to Article 6 of this Declaration, the Voting Rights provided herein of each Member so delinquent shall be suspended until such time as all assessments which may be in arrears are paid in full as well as all late charges, interest, attorney's fees and costs as also provided in Article 6 hereof. The burden of establishing the right to vote shall be the obligation of each member of the Corporation.

6.06 Termination of Privileges.

Should any member of the Corporation be in default in the payment of assessments as provided herein, then during such period of default until such time as the default is cured including all late charges, interest, attorneys fees and costs, the Member and all those benefiting by, through, or under the Member shall be denied the use of all common area facilities to which they may otherwise be entitled by the faithful performance of their obligation to pay assessments as provided herein. Specifically, the delinquent Member shall be denied the use of all facilities in any way related to Club Mission Bay including, without limiting the generality of the foregoing, the tennis center, the weight room, participation in the aerobics programs or other fitness programs provided by the Club and the use of the Club swimming pool. The burden of proof that the Member is not in default shall be that of the Member in all cases.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

JAN-23-1992 02:03pm 92-020786

ORB 7096 Pg 1337

CERTIFICATE OF FIFTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Fifth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by **MISSION BAY MANAGEMENT, INC.**, the **DEVELOPER**, as successor in interest to Mission Bay Development Co., Inc. The attached Fifth Amendment is consented to by **THE MISSION BAY COMMUNITY ASSOCIATION, INC.** who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of December ____, 1991, at Palm Beach County, Florida.

WITNESSES:

MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared **ALLAN M. SCHNIER**, Vice President of Mission Bay Management, Inc. and President of Mission Bay Community Association, Inc, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Fifth Amendment, and acknowledged to and before me that he executed said Certificate of Fifth Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 12th day of December, 1991.

_____
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: NOV. 14, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1766

MISSION/CERTAMD.5TH

PROPOSED FIFTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

This is the proposed Fifth Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay.

6.06 Termination of Privileges and Cable Television.

Should any member of the Corporation be in default in the payment of assessments as provided herein, then during such period of default until such time as the default is cured including all late charges, interest, attorneys' fees and costs, the Member and all those benefiting by, through, or under the Member shall be denied the use of all common area facilities and cable television privileges to which they may otherwise be entitled by the faithful performance of their obligation to pay assessments as provided herein. Specifically, the delinquent Member shall be denied the use of all cable television privileges and all facilities in any way related to Club Mission Bay including, without limiting the generality of the foregoing, the tennis center, the weight room, participation in the aerobics programs or other fitness programs provided by the Club and the use of the Club swimming pool. The burden of proof that the Member is not in default shall be that of the Member in all cases.

MISSION/AMEND.5TH

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

JUN-7-1991 11:38am 91-177541

OR 6867 Pg 157

Con 10.00 Doc .55
JOHN P DUNKLE/CLERK - PB COUNTY, FL

THIS QUIT-CLAIM DEED, executed this 16th day of April, A.D. 1991, by MISSION BAY COMMUNITY ASSOCIATION, INC. a corporation existing under the laws of Florida, and having its principal place of business at 10555 Diego Drive South, Boca Raton, Florida 33428, first party to SONATA AT MISSION BAY ASSOCIATION, INC., c/o Community Association Services, Inc., whose post office address is 700 West Hillsboro Boulevard, Building 1, Suite 101, Deerfield Beach, Florida 33441, second party:

(Whenever used herein the terms, first party, shall include singular and plural heirs, legal representatives and assigns of individuals and the successors and assigns of corporations wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to be following described lot, piece or parcel of land, situate lying and being in the County of Palm Beach, State of Florida to wit:

Twenty (20) foot lake maintenance easement without recourse to Palm Beach County according to the Plat of MISSION BAY thereof recorded in Plat Book 53, Pages 112 through 120 and more specifically according to the Re-Plat of Tract B thereof recorded in Plat Book 60, Pages 81 through 85 of the Public Records of Palm Beach, Florida.

SUBJECT TO:

1. All applicable zoning regulations and ordinances;
2. Real Estate Taxes for the year 1991 and subsequent years;
3. Such facts as an accurate survey would show;
4. All covenants, agreements, conditions, reservations, restrictions, easements, plats and dedications of record except those Quit-Claimed hereby;
5. The Declaration of Covenants, Conditions and Restrictions for SONATA AT MISSION BAY ASSOCIATION, INC. recorded in Official Records Book 5891, Page 959, of the Public Records of Palm Beach County, Florida and all amendments thereto, if any;
6. Declaration of Protective Covenants, Conditions and Restrictions for MISSION BAY recorded in Official Records Book 4864, Page 1564 of the Public Records of Palm Beach County, Florida and all amendments thereof, if any; and
7. Plat of Tract B, recorded in Plat Book 60, Pages 81 through 85 of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the

JUN-24-1991 11:39am 91-1775[illegible]

ORB 6867 Pg 161

Cas 10.00 Doc [illegible]
JOHN E DUNKLE,CLERK - PB COUNTY, FL

ppraisers Parcel Identification (Folio) Number(s):

THIS QUIT-CLAIM DEED, executed this 16th day of April, A.D. 1991, by MISSION BAY COMMUNITY ASSOCIATION, INC. a corporation existing under the laws of Florida, and having its principal place of business at 10555 Diego Drive South, Boca Raton, Florida 33428, first party to REGATTA AT MISSION BAY ASSOCIATION, INC., c/o Community Association Services, Inc. whose post office address is 700 West Hillsboro Boulevard, Building 1, Suite 101, Deerfield Beach, Florida 33441, second party:

> (Whenever used herein the terms, first party, shall include singular and plural heirs, legal representatives and assigns of individuals and the successors and assigns of corporations wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to be following described lot, piece or parcel of land, situate lying and being in the County of Palm Beach, State of Florida to wit:

Twenty (20) foot lake maintenance easement without recourse to Palm Beach County according to the Plat of MISSION BAY thereof recorded in Plat Book 53, Pages 112 through 120 and more specifically according to the Re-Plat of Tract H thereof recorded in Plat Book 58, Pages 52 through 53 of the Public Records of Palm Beach, Florida.

SUBJECT TO:

1. All applicable zoning regulations and ordinances;
2. Real Estate Taxes for the year 1991 and subsequent years;
3. Such facts as an accurate survey would show;
4. All covenants, agreements, conditions, reservations, restrictions, easements, plats and dedications of record except those Quit-Claimed hereby;
5. The Declaration of Covenants, Conditions and Restrictions for REGATTA HOMEOWNERS ASSOCIATION, INC. recorded in Official Records Book 5613, Page 673, of the Public Records of Palm Beach County, Florida and all amendments thereto, if any;
6. Declaration of Protective Covenants, Conditions and Restrictions for MISSION BAY recorded in Official Records Book 4864, Page 1564 of the Public Records of Palm Beach County, Florida and all amendments thereof, if any; and
7. Plat of Tract H, recorded in Plat Book 53, Pages 126 through 128 of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the

MAR-26-1992 08:43am 92-088059
ORB 7173 Pg 478

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

THIS SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY is made this 18th day of March, 1992, by MISSION BAY MANAGEMENT, INC., a Florida corporation, the successor in interest of MISSION BAY DEVELOPMENT CO., INC.

RECITALS

A. The DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY, dated April 29, 1986, was recorded May 2, 1986, in Official Records Book 4864, Page 1564, of the Public Records of Palm Beach County, Florida (hereinafter referred to as PROTECTIVE COVENANTS) as to the real property described therein (hereinafter referred to as TOTAL PROPERTY).

B. The words and phrases used in this SUPPLEMENT shall have the same meanings as are set forth in the PROTECTIVE COVENANTS.

C. The real property described as follows:

TRACT A, TRACT I and TRACT H, Plat of MISSION BAY, a P.U.D., according to the Plat thereof, recorded in Plat Book 53, Page 112, et seq., in the Public Records of Palm Beach County, Florida.

They are hereby made part of the TOTAL PROPERTY under the PROTECTIVE COVENANTS.

D. TRACT A, TRACT I and TRACT H are also part of the ADDITIONAL LAND of under the PROTECTIVE COVENANTS.

E. A plat of TRACT A was recorded May 29, 1986, in Plat Book 53, at Page 112, et seq., of the Public Records of Palm Beach County, Florida. A Plat of TRACT I was

recorded May 29, 1986, in Plat Book 53, at Page 112, et seq., of the Public Records of Palm Beach County, Florida. A Plat of TRACT H was recorded May 29, 1986, in Plat Book 53, at Page 112, et seq., of the Public Records of Palm Beach County, Florida.

F. The PROTECTIVE COVENANTS provide that any portion of the TOTAL PROPERTY which is ADDITIONAL LAND becomes COMMITTED PROPERTY at such time as a plat of such ADDITIONAL LAND portion is recorded in the Public Records of the County.

PROVISIONS

1. This instrument is a supplement under the PROTECTIVE COVENANTS.

2. TRACTS A, I and H are hereby acknowledged to be COMMITTED PROPERTY subject to all the terms, conditions and provisions of the PROTECTIVE COVENANTS in the manner set forth herein.

3. The land-use classification of TRACTS A, I and H is hereby acknowledged to be Residential Property.

4. Developer hereby expressly excepts the property committed hereby from the operation of Article III, paragraph 3.02(2) in that the COMMITTED PROPERTY shall not be administered by a village association in accordance with any village covenants.

5. This supplement relates only to a portion of the ADDITIONAL LAND under the PROTECTIVE COVENANTS and Developer reserves all of its rights under the PROTECTIVE COVENANTS to designate its COMMITTED PROPERTY and any remaining ADDITIONAL LAND.

IN WITNESS WHEREOF, the Developer, MISSION BAY MANAGEMENT, INC., has caused this supplement to be executed and its corporate seal to be affixed hereto, all on the day and year first above written.

Witnesses:

DEVELOPER:
MISSION BAY MANAGEMENT, INC.

By: _____
ALLAN SCHNIER, Vice President

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of March, 1992, by ALLAN SCHNIER, Vice President of MISSION BAY MANAGEMENT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Penny Verbell
Notary Public

"OFFICIAL NOTARY SEAL"
PENNY VERBELL
NOTARY PUBLIC STATE OF FLORIDA
My Commission Exp. FEB. 3, 1994

MISSION/SUPPLEM.DEC

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
CLERK CIRCUIT COURT

MAY-22-19[illegible] 08:53am 92-158084

ORB 7254 Pg 580

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY
RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by INTERNATIONAL SPORTS ASSOCIATES, INC., the DEVELOPER, as successor in interest to Mission Bay Development Co., Inc. The attached Amendment is consented to by THE MISSION BAY COMMUNITY ASSOCIATION, INC. who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 21st day of May, 1992, at Palm Beach County, Florida.

WITNESSES:

INTERNATIONAL SPORTS ASSOCIATES, INC.

By: _____
ALLAN M. SCHNIER, Chief Executive Officer

MISSION BAY COMMUNITY ASSOCIATION, INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared ALLAN M. SCHNIER, Chief Executive Officer of INTERNATIONAL SPORTS ASSOCIATES, INC., and President of MISSION BAY COMMUNITY ASSOCIATION, INC., to me well known and known to me to be the person described in and who executed the foregoing Certificate of Amendment, and acknowledged to and before me that he executed said Certificate of Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 21 day of MAY, 1992.

_____
Notary Public

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 19, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:

PHILIP J. CROYLE
Attorney at Law
BARBIERI, CROYLE AND SINGER
2 East Camino Real, Suite 211
Boca Raton, FL 33432

PROPOSED AMENDMENTS TO THE DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MISSION BAY

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE 3
LAND USE CLASSIFICATIONS AND RESTRICTIONS

3.02 LAND USE CLASSIFICATIONS OF COMMITTED PROPERTY.

(a) Residential Property.

(2) VILLAGES.

(a) VILLAGE COVENANTS: The VILLAGES, if any, shall be located on Residential Property. All DWELLING UNITS constructed by a BUILDER shall be administered by a VILLAGE ASSOCIATION, if established, in accordance with its VILLAGE COVENANTS, if adopted, and be approved in writing by DEVELOPER and recorded in the Public Records of the COUNTY. The establishment of a VILLAGE shall be within the sole discretion of DEVELOPER.

3.09 Plans, Specifications and Locations of STRUCTURES.

(g) In the event of a conflict between the Design Review Committees of the Corporation and any VILLAGE ASSOCIATION Design Review or Architectural Control Committee, the decision of the Design Review Committee of the Corporation shall be final and binding.

ARTICLE 10
GENERAL AND PROCEDURAL PROVISIONS

10.16 Construction.

The provisions of these PROTECTIVE COVENANTS shall be liberally interpreted and construed to provide maximum flexibility consistent with the DEVELOPER'S General Plan for Development and the purposes set forth herein, including the Preamble. In the event of a conflict between these PROTECTIVE COVENANTS and the documents of any VILLAGE ASSOCIATION, these PROTECTIVE COVENANTS shall be controlling.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.

INSTRUMENT PREPARED BY
AND RETURNED TO:
PHILIP J. CROYLE, ESQ.
2 E. CAMINO REAL, #211
BOCA RATON, FL 33432

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

THIS SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY is made this 13th day of August, 1992, by INTERNATIONAL SPORTS ASSOCIATES, INC., a Delaware corporation, as successor in interest of MISSION BAY MANAGEMENT, INC., a Florida corporation, the successor in interest of MISSION BAY DEVELOPMENT CO., INC., joined by PALM BEACH COUNTY, FLORIDA.

RECITALS

A. The DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY, dated April 29, 1986, was recorded May 2, 1986, in Official Records Book 4864, Page 1564, of the Public Records of Palm Beach County, Florida (hereinafter referred to as PROTECTIVE COVENANTS) as to the real property described therein (hereinafter referred to as TOTAL PROPERTY).

B. The words and phrases used in this SUPPLEMENT shall have the same meanings as are set forth in the PROTECTIVE COVENANTS.

C. LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED.

Was previously made part of the TOTAL PROPERTY under the PROTECTIVE COVENANTS, was also made part of the ADDITIONAL LAND under the same PROTECTIVE COVENANTS, and was also designated as COMMITTED PROPERTY by virtue of the recording of the Re-Plat as described herein.

D. The PROTECTIVE COVENANTS provide that any portion of the TOTAL PROPERTY which is ADDITIONAL LAND and COMMITTED PROPERTY may be withdrawn as ADDITIONAL LAND and COMMITTED PROPERTY pursuant to Article 2.04(e) of the PROTECTIVE COVENANTS with the consent of the COUNTY.

PROVISIONS

1. This instrument is a supplement under the PROTECTIVE COVENANTS.

2. TRACT F is hereby withdrawn as ADDITIONAL LAND and COMMITTED PROPERTY and is further withdrawn as a part of the TOTAL PROPERTY.

IN WITNESS WHEREOF, the Developer, INTERNATIONAL SPORTS ASSOCIATES, INC., a Delaware corporation, as successor in interest to Mission Bay Development Co., Inc., has caused this supplement to be executed and its corporate seal to be affixed hereto, all on the day and year first above written.

Witnesses:

DEVELOPER:
INTERNATIONAL SPORTS ASSOCIATES, INC.

By:_____
ALLAN M. SCHNIER,
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 13th day of August, 1992, by ALLAN SCHNIER, Chief Executive Officer of INTERNATIONAL SPORTS ASSOCIATES, INC., on behalf of the corporation. He is personally known to me and did take an oath.

NOTARY PUBLIC

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 19, 1995
BONDED THRU RUCKDEBERRY & ASSOCIATES

IN WITNESS WHEREOF, the COUNTY OF PALM BEACH, FLORIDA has caused this supplement to be executed and hereby consents to the foregoing this _____ day of _____, 1992.

PALM BEACH COUNTY, FLORIDA

By:_____

The foregoing instrument was acknowledged before me this _____ day of _____, 1992, by _____, _____ on behalf of PALM BEACH COUNTY, FLORIDA, and with full authority to do so. He/She is personally known to me and did take an oath.

_____
NOTARY PUBLIC

MISSION/SUPP-2

AUG-26-1992 04:06PM 92-261730
ORB 7371 Ps 1296

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY (AS ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 4864, AT PAGE 1564 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA)

WE HEREBY CERTIFY that the attached Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay was duly adopted in the manner provided in Article 10.06 (a), that is by **INTERNATIONAL SPORTS ASSOCIATES, INC.**, the **DEVELOPER**, as successor in interest to Mission Bay Development Co., Inc. The attached Amendment is consented to by **THE MISSION BAY COMMUNITY ASSOCIATION, INC.** who hereby joins in same.

IN WITNESS WHEREOF, we have affixed our hands this 13th day of August, 1992, at Palm Beach County, Florida.

WITNESSES:

INTERNATIONAL SPORTS ASSOCIATES, INC.

By: _____
ALLAN M. SCHNIER, Chief Executive Officer

MISSION BAY COMMUNITY ASSOCIATION, INC.

By: _____
ALLAN M. SCHNIER, President

BEFORE ME personally appeared **ALLAN M. SCHNIER**, Chief Executive Officer of **INTERNATIONAL SPORTS ASSOCIATES, INC.**, and President of **MISSION BAY COMMUNITY ASSOCIATION, INC.**, to me well known and known to me to be the person described in and who executed the foregoing Certificate of Amendment, and acknowledged to and before me that he executed said Certificate of Amendment for the purposes therein expressed.

WITNESS my hand and official seal this 13th day of August, 1992.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 19, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:
PHILIP J. CROYLE
Attorney at Law
2 East Camino Real, Suite 211
Boca Raton, FL 33432
(407) 750-1392

PROPOSED AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MISSION BAY

Words underlined denote additions.
Words ~~stricken~~ denote deletions.

ARTICLE 1
DEFINITIONS

1.27 MEMBERS shall mean the members of the CORPORATION, who are every OWNER, the SWIM CLUB OWNER, the TENNIS CLUB/ACADEMY OWNER, the COMMERCIAL PROPERTY OWNER (as those terms are hereinafter defined), and DEVELOPER.

1.45 TENNIS CLUB/ACADEMY shall mean that real property which is designated as such on the property plan as amended from time to time.

1.46 TENNIS CLUB/ACADEMY OWNER shall mean the person or persons holding fee-simple title to the TENNIS CLUB/ACADEMY.

[The balance of the numbered paragraphs following the foregoing beginning with "TOTAL PROPERTY" and ending with "VILLAGE DOCUMENTS" remain the same but shall be renumbered consecutively, beginning with 1.47 for "TOTAL PROPERTY" and ending with 1.53 for "VILLAGE DOCUMENTS".]

ARTICLE 2
PLANS FOR DEVELOPMENT AND DECLARANT'S RIGHTS AND POWERS

2.02 SWIM CLUB, TENNIS CLUB/ACADEMY AND COMMERCIAL PROPERTY.

There is shown on the PROPERTY PLAN a SWIM CLUB and a TENNIS CLUB which ~~is~~ are a part of MISSION BAY. MISSION BAY will benefit from the aesthetic appearance and ambiance of the SWIM CLUB and the TENNIS CLUB/ACADEMY and the reputation and activities thereof. The SWIM CLUB and the TENNIS CLUB/ACADEMY ~~has~~ have been granted certain, specified rights and obligations hereunder. Likewise, there is shown on the PROPERTY PLAN COMMERCIAL PROPERTY which is a part of MISSION BAY which will benefit MISSION BAY, and which has also been granted certain, specified rights and obligations hereunder.

ARTICLE 3
LAND USE CLASSIFICATIONS AND RESTRICTIONS

3.02 LAND USE CLASSIFICATIONS OF COMMITTED PROPERTY.

(b) CORPORATION COMMON AREAS:

(3) Easement: DEVELOPER declares that the CORPORATION COMMON AREAS are subject to a perpetual nonexclusive easement in favor of DEVELOPER and the CORPORATION and their designees, the VILLAGE ASSOCIATIONS, the OWNERS, the SWIM CLUB OWNER, the TENNIS CLUB/ACADEMY OWNER, the COMMERCIAL PROPERTY OWNER, and all their family members, guests, invitees and lessees to use the CORPORATION COMMON AREAS for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as for which the same are reasonably intended in accordance with the terms of these PROTECTIVE COVENANTS, a SUPPLEMENT, or any other GOVERNING DOCUMENTS.

3.07 TENNIS CLUB/ACADEMY.

TENNIS CLUB/ACADEMY is the LAND USE CLASSIFICATION assigned by DEVELOPER to that portion of the COMMITTED PROPERTY designated as the TENNIS CLUB/ACADEMY on the PROPERTY PLAN, a revised PROPERTY PLAN, these PROTECTIVE COVENANTS, a SUPPLEMENT, or otherwise by DEVELOPER; and all easements conveyed or dedicated to the CORPORATION and all use rights appurtenant thereto. Notwithstanding anything contained in these PROTECTIVE COVENANTS or other GOVERNING DOCUMENTS, the VALUE assigned to the TENNIS CLUB/ACADEMY in Article 7.01 hereof shall not be changed without the prior written consent of the TENNIS CLUB/ACADEMY OWNER. The TENNIS CLUB/ACADEMY OWNER shall be a MEMBER of the CORPORATION and shall be entitled to cast a total of twelve (12) votes as set forth in Article 5.02 hereof. The TENNIS CLUB/ACADEMY OWNER, the members of the TENNIS CLUB/ACADEMY, their family members, guests, invitees, and lessees and their family members, guests, invitees and the players or users of the TENNIS CLUB/ACADEMY and any participants, spectators at tennis tournaments (the "Visitors") shall have a perpetual, non-exclusive easement in their favor to use the CORPORATION COMMON AREAS for all normal and proper purposes, including but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of these PROTECTIVE COVENANTS. Notwithstanding anything contained herein, the aforesaid easement as it relates to the use of the CORPORATION COMMON AREAS by members of the TENNIS CLUB/ACADEMY or Visitors shall be only as to that portion of the CORPORATION COMMON AREAS necessary for their use. Any disputes as to what constitutes a normal or proper purpose or what portion of the CORPORATION COMMON AREAS are necessary for their use shall, during the term of these PROTECTIVE COVENANTS, be determined by DEVELOPER

in its sole and absolute discretion. DEVELOPER reserves the right to impose upon the CORPORATION COMMON AREAS such other easements which are required for the use and enjoyment of the TENNIS CLUB/ACADEMY, the TENNIS CLUB/ACADEMY OWNER, the TENNIS CLUB/ACADEMY members, or the Visitors.

3.08 TENNIS TOURNAMENT.

The TENNIS CLUB/ACADEMY is an integral part of DEVELOPER'S plan of development of MISSION BAY. It has been constructed with the intent that it be used for training, tournaments and tennis meets. It is, therefore, essential that the PERSONS who use the TENNIS CLUB/ACADEMY and the public who come to observe events there be given use of the easement over the CORPORATION COMMON AREAS as set forth in Article 3.07 above and that the CORPORATION and the MEMBERS and Visitors cooperate with the TENNIS CLUB/ACADEMY OWNER, and the members of the TENNIS CLUB/ACADEMY in this regard.

[The provisions following the foregoing beginning with 3.07 "**COMMERCIAL PROPERTY**" and ending with 3.12 "**RULES**" are unaltered and unmodified but shall be renumbered consecutively beginning with 3.09 "**COMMERCIAL PROPERTY**" and ending with 3.14 "**RULES**".]

ARTICLE 5
MEMBERSHIP, VOTING RIGHTS, AND PROPERTY UNITS

5.02 Voting Rights.

(a) One (1) vote may be case for each DWELLING UNIT owned by a MEMBER. One (1) vote may be cast by the LAND SEGMENT OWNER for each VALUE assigned to a LAND SEGMENT. The SWIM CLUB OWNER, the TENNIS CLUB/ACADEMY OWNER, and the COMMERCIAL PROPERTY OWNER may cast twelve (12) votes each. DEVELOPER may cast a number of votes equal to the maximum number of DWELLING UNITS permitted to be constructed by applicable governmental authorities on COMMITTED PROPERTY owned by DEVELOPER.

(b) The votes of MEMBERS other than DEVELOPER, the SWIM CLUB OWNER, the TENNIS CLUB/ACADEMY OWNER, the COMMERCIAL PROPERTY OWNER and the LAND SEGMENT OWNERS, who shall cast their votes in person or by proxy, shall be cast at meetings of the MEMBERS by their REPRESENTATIVE. The REPRESENTATIVE shall be the President of the VILLAGE ASSOCIATION administering the VILLAGE in which such MEMBER'S DWELLING UNIT is situated or the President's written proxy who shall also be an officer of the VILLAGE ASSOCIATION.

RECORD VERIFIED
PALM BEACH COUNTY FLA.
CLERK CIRCUIT COURT

BOUNDARY SURVEY
Lawson, Noble & Associates, Inc.
CALLE COQUINA
PICO DRIVE SOUTH
NOT INCLUDED
MISSION BAY PARCEL 'F'
PHASE I
TRACT F
TRACT F
FLORIDA TRUST LANDS COMPANY'S SUBDIVISION No. 2
PLAT BOOK 13, PAGE 102
TRACT 57
P.O.B.
LOCATION MAP

MISSION BAY COMMUNITY ASSOCIATION, INC.

RESOLUTION RELATED TO PARKING
VEHICLES AT THE TENNIS CENTER

WHEREAS, Article 3.04(p)(1) of the Declaration of Protective Covenants, Conditions and Restrictions for Mission Bay ("Declaration") prohibits trucks, commercial vans, busses, recreation vehicles, mobile homes, campers or trailers from being kept on the COMMITTED PROPERTY except as set forth in sub-paragraph (5) of Article 3.04(p), and except if kept completely enclosed in a garage;

WHEREAS, Sub-paragraph (5) permits the CORPORATION to designate certain portions of the CORPORATION COMMON AREAS for the parking of prohibited vehicles;

WHEREAS, the CORPORATION desires to allow certain vehicles to park at the Tennis Center on Diego Drive North ("Tennis Center") pursuant to appropriate guidelines;

NOW THEREFORE, the CORPORATION hereby authorizes parking of vehicles at the Tennis Center pursuant to the following restrictions:

1. The CORPORATION shall designate a certain portion of the Tennis Center parking lot for use by certain vehicles.

2. Only commercial vans and pick-up trucks will be permitted to park at the Tennis Center. Any other type of vehicle prohibited by Declaration Article 3.04(p)(1) shall only be parked at the Tennis Center upon approval by the CORPORATION.

3. Owners or occupants of Units who want to use a parking space for a vehicle shall submit an application to the CORPORATION. The CORPORATION will not consider incomplete applications.

4. If approved, the Owner or occupant may be required to pay a fee as determined from time to time by the Board of Governors.

5. If approved, the CORPORATION shall issue a Tennis Center parking permit. The permit must be affixed in the inside upper corner of the driver's side windshield.

6. Parking spaces shall be assigned on a calendar year basis. If an Owner or occupant wants to renew a parking space assignment, the Owner or occupant must provide the CORPORATION with written notice before December 15 of each year. Failure to provide such notice shall result in the Owner or occupant losing the assignment for the next calendar year, and being placed at the bottom of any waiting list that may exist.

7. Parking spaces shall be allocated on a first-come, first-served basis.

8. Vehicles parked at the Tennis Center must have a current license plate and registration, and must be insured. Vehicles must be operable.

9. Vehicles parked at the Tennis Center must be kept clean.

10. No repair work or maintenance of vehicles is permitted in the Tennis Center parking lot.

11. The CORPORATION may revoke an Owner or occupant's permit at any time, for any reason.

12. Vehicles parked at the Tennis Center without a permit, or vehicles for which a permit has been revoked, may be towed at the vehicle owner's expense.

13. The CORPORATION is not liable for any damage to or theft of or from any vehicle parked within the COMMITTED PROPERTY, including but not limited to the Tennis Center.

Dated this 26 day of July, 1999.

By: _____, Secretary

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