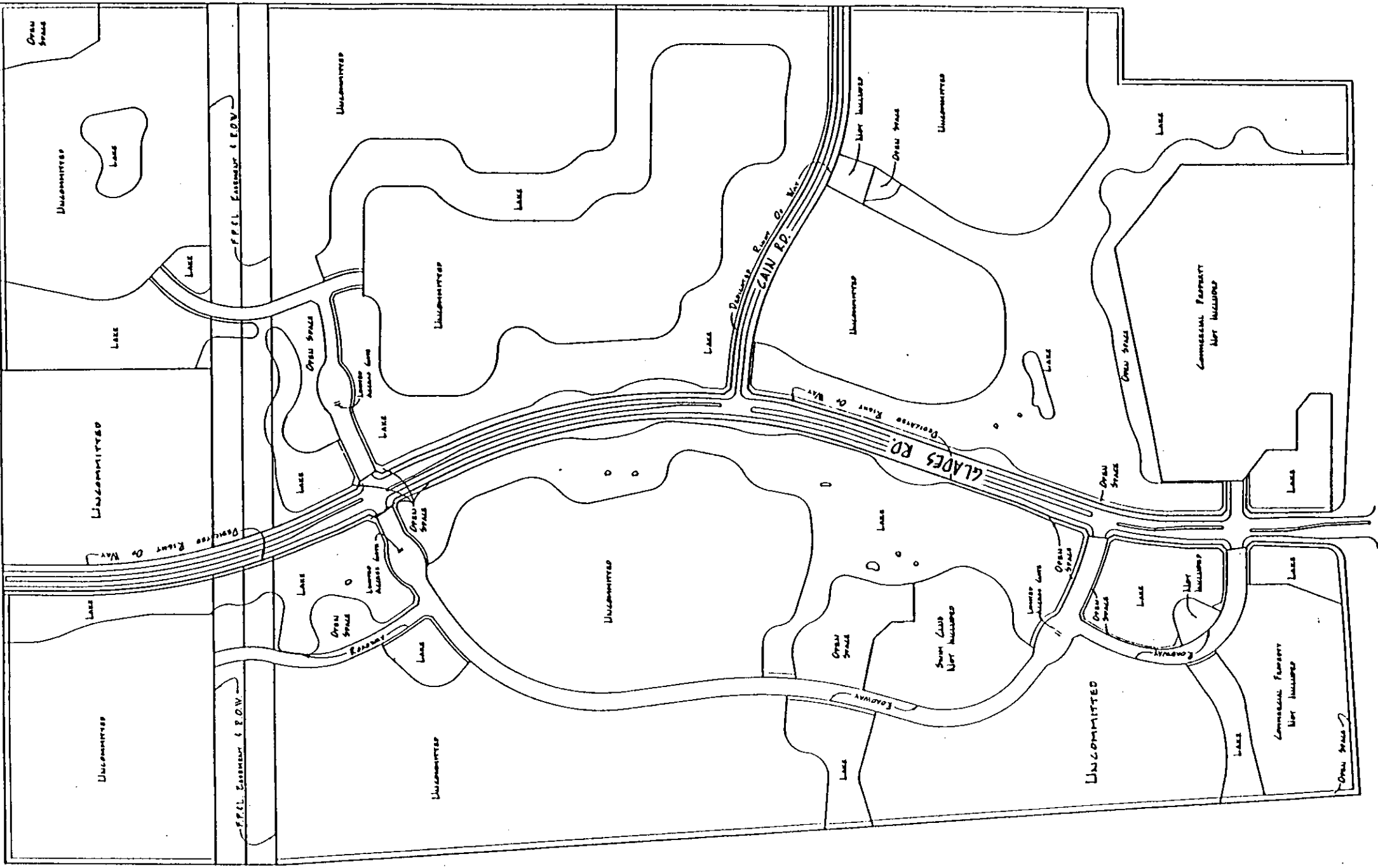


B7864 P1642

SHEET OF



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

SCALE: 1" = 200'
DATE: _____
BY: RLT
CKD: TV
FB: PG
JOB: B3-243

REVISIONS
DATE BY CK

PROPERTY PLAN
"Estate of"
To: The Commission
Department of Transportation
and Transportation Planning
BAY

FILE B3-243

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

David C. Parker
Mary Withee

By: [Signature]
Its ASSISTANT VICE PRESIDENT

84864 11647

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. Riehl the Assistant 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 29th day of April, 1986.

David W. Gonzalez
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

B7864 P1644

ORE 6644 Pg 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: [Signature]
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: [Signature]
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 November 1990.

[Signature]
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 71-049813

CERTIFICATE OF AMENDMENT OFF 6736 P: 1256
**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

Maria Gold

MISSION BAY MANAGEMENT, INC.

By: [Signature]
ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: [Signature]
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.

[Signature]
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

**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:

MISSION BAY MANAGEMENT, INC.

By: *Allan M. Schnier*

ALLAN M. SCHNIER, Vice President

MISSION BAY COMMUNITY ASSOC., INC.

By: *Allan M. Schnier*

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 Barber
Notary Public

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

Return to:

PHILIP J. CROYLE *PC*
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

Return to: (enclose self addressed stamped envelope).

Name

Address:

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

ORB 6780 Pg 368

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

**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.

[Signature]

By:

[Signature]
ALLAN M. SCHNIER, Vice President

[Signature]

MISSION BAY COMMUNITY ASSOC., INC.

By:

[Signature]
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.

[Signature]
Notary Public

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

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

**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

066 7096 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.

[Signature]

By:

[Signature]
ALLAN M. SCHNIER, Vice President

[Signature]

MISSION BAY COMMUNITY ASSOC., INC.

By:

[Signature]
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.

[Signature]
Notary Public

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

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

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

APR-17-1991 11:39am 91-177541

OFF 6867 P: 157

Con 10.00 Exc
JOHN E. DUNKLE-CLEARY - PP COUNTY, FL .55

Property Appraisers 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 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 91-1 / 7543

088 6867 6 161

Gen 10.00 Doc
JOHN E. DUMBLEY, CLERK - PP COUNTY, FL

Appraisers 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

**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.

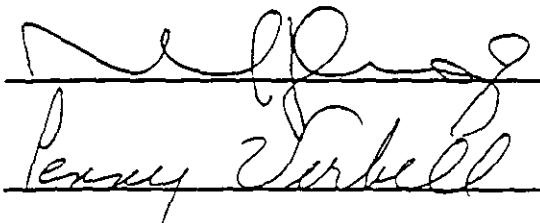
F. The PROTECTIVE COVENANTS provide that any portion of the TOTAL PROPERTY which is ADDITIONAL LAND becomes COMMITTED PROPERTY at such time as a plat of such ADDITIONAL LAND portion is recorded in the Public Records of the County.

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.

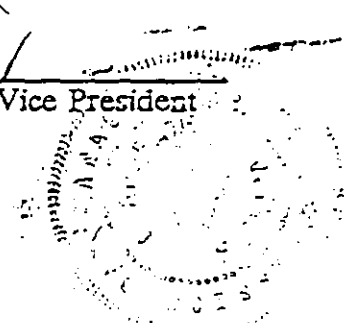
IN WITNESS WHEREOF, the Developer, MISSION BAY MANAGEMENT, INC., has caused this supplement to be executed and its corporate seal to be affixed hereto, all on the day and year first above written.

Witnesses:


Penny Terrell

DEVELOPER:
MISSION BAY MANAGEMENT, INC.

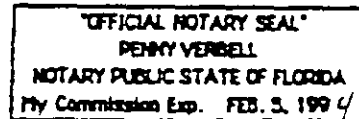
By: 
ALLAN SCHNIER, Vice President



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



MISSION/SUPPLEM.DEC

MAY-22-1992 08:53am 92-158084

ORE 7254 Pa 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.

[Signature]

By:

[Signature]
ALLAN M. SCHNIER, Chief Executive Officer

Alyssa Cohen

MISSION BAY COMMUNITY ASSOCIATION, INC.

[Signature]

By:

[Signature]
ALLAN M. SCHNIER, President

Alyssa Cohen

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.

[Signature]
Notary Public

Return to:

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

NOTARY PUBLIC, STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES JUNE 19, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

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.

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}~~July~~, 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:

[Signature]

Michael Leonard

DEVELOPER:
INTERNATIONAL SPORTS
ASSOCIATES, INC.

By: [Signature]
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.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 19, 1995
BONDED THRU HUCKLEBERRY & 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 Pg 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: [Signature]

ALLAN M. SCHNIER, Chief Executive Officer

[Signature]
Guette Calusa

MISSION BAY COMMUNITY ASSOCIATION, INC.

By: [Signature]

ALLAN M. SCHNIER, President

[Signature]
Guette Calusa

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.

[Signature]
Notary Public

Return to:

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

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

**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.

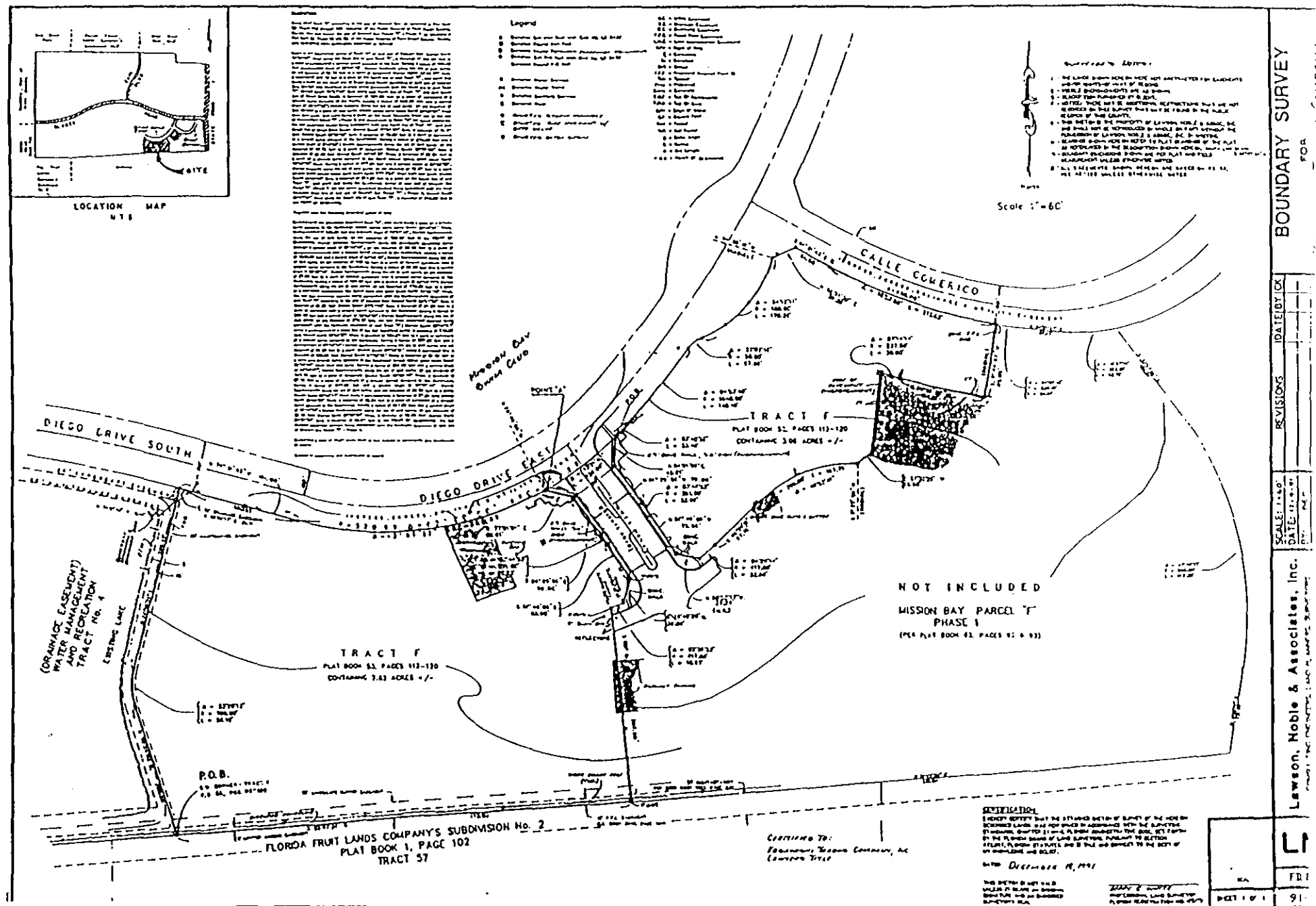
[The provisions following the foregoing beginning with 3.07 "COMMERCIAL PROPERTY" and ending with 3.12 "RULES" are unaltered and unmodified but shall be renumbered consecutively beginning with 3.09 "COMMERCIAL PROPERTY" and ending with 3.14 "RULES".]

ARTICLE 5
MEMBERSHIP, VOTING RIGHTS, AND PROPERTY UNITS

5.02 Voting Rights.

(a) One (1) vote may be 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, 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.



PROPOSED AMENDMENT TO ARTICLE V
OF THE BYLAWS OF
MISSION BAY COMMUNITY ASSOCIATION, INC.

(Substantial re-wording of provision;
see present text)

ARTICLE V
ELECTION OF GOVERNORS

Section 1. Each Village in Mission Bay shall elect an Owner from the Village as their representative to the Board of Governors. Villages administered by a Village Association shall conduct an election to determine their representative to the Board not less than fourteen (14) days in advance of the Annual Meeting of the Corporation. Unrepresented Members in Villages which are not administered by a Village Association shall also elect their representative to the Board not less than fourteen (14) days in advance of the Annual Meeting of the Corporation which election shall be conducted by the Corporation on behalf of the Unrepresented Member Village. The results of the Village elections shall be reported at the Annual Members Meeting of the Corporation and those Governors elected shall take office immediately subsequent to the adjournment of the Annual Members Meeting.

Section 2. An Election Committee shall be appointed by the Board to establish procedures and to assist as may be reasonable and appropriate to conduct the various elections which need to be conducted on behalf of the Unrepresented Member Villages and to coordinate the efforts of the Village Associations' elections.

Section 3. The Tennis Club Owner and the Commercial Property Owner shall notify the Corporation at least fourteen (14) days in advance of the Annual Members Meeting of their authorized representatives respectively to the Board.

Section 4. As of the effective date of this amendment, the Board shall appoint an additional three members to the Board, each of which shall represent one Village in Mission Bay so that thereafter there shall be a total of ten (10) Owner Members of the Board, one representing each Village in Mission Bay.

PROPOSED AMENDMENT TO ARTICLE X
OF THE ARTICLES OF INCORPORATION OF
MISSION BAY COMMUNITY ASSOCIATION, INC.

(Substantial re-wording of provision;
see present text)

ARTICLE X
BOARD OF DIRECTORS

A. The number of members of the Board of Directors shall be twelve (12). At all Annual Members' Meetings the Owner Members shall elect ten (10) Directors in the manner prescribed in the Bylaws. Provided, however, that there shall be one (1) Director elected from each of the ten (10) Villages in Mission Bay. The Tennis Club Owner shall elect one (1) Director and the Commercial Property Owner shall elect one (1) Director. In addition, 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").

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

THE UNIVERSITY OF CHICAGO PRESS

MISSION BAY

Section 1. Each Village in Mission Bay shall elect an Owner from the Village as their representative to the Board of Governors. Villages administered by a Village Association shall conduct an election to determine their representative to the Board not less than fourteen (14) days in advance of the Annual Meeting of the

Corporation. Unrepresented Members in Villages which are not administered by a Village Association shall also elect their representative to the Board not less than fourteen (14) days in advance of the Annual Meeting of the Corporation which election shall be conducted by the Corporation on behalf of the Unrepresented Member Village. The results of the Village elections shall be reported at the Annual Members Meeting of the Corporation and those Governors elected shall take office immediately subsequent to the adjournment of the Annual Members Meeting.

Section 2. An Election Committee shall be appointed by the Board to establish procedures and to assist as may be reasonable and appropriate to conduct the various elections which need to be conducted on behalf of the Unrepresented Member Villages and to coordinate the efforts of the Village Associations' elections.

Section 3. The Tennis Club Owner and the Commercial Property Owner shall notify the Corporation at least fourteen (14) days in advance of the Annual Members Meeting of their authorized representatives respectively to the Board.

Section 4. As of the effective date of this amendment, the Board shall appoint an additional three members to the Board, each of which shall represent one Village in Mission Bay so that thereafter there shall be a total of ten (10) Owner Members of the Board, one representing each Village in Mission Bay.

WITNESS my signature hereto this 4th day of April, 1995, at Boca Raton, Palm Beach County, Florida.

MISSION BAY COMMUNITY ASSOCIATION, INC.

June Maltz Lamp
Witness
JUNE MALTZ LAMP
(PRINT NAME)

By: Murray Edelman
President

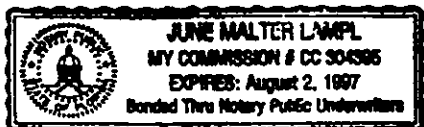
Harriet Chouinard
Witness
HARRIET CHOUINARD
(PRINT NAME)

Attest: [Signature]
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 4th day of April, 1995, by MURRAY EDELMAN and CHRISTOPHER TIMMONS, as PRES. and SEC., respectively, of Mission Bay Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FLORIDA DRIVER'S LICENSE as identification and did take an oath: elected by owner members of the corporation.



June Maltz Lamp (Signature)
JUNE MALTZ LAMP (Print Name)
Notary Public, State of Florida at Large

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;

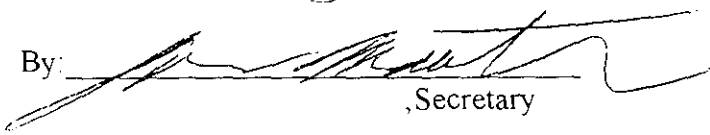
WHEREAS, the CORPORATION desires to allow certain vehicles to park at the Tennis Center on Diego Drive North ("Tennis Center") pursuant to appropriate guidelines;

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