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HT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
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CERTIFICATE OF RECORDATION

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SECOND AMENDED DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BY-LAWS, AND RULES, REGULATIONS, & ARCHITECTURAL GUIDELINES FOR WTC COURTSIDE ASSOCIATION, INC., A Condominium (FORMERLY KNOWN AS WTC PHASE I ASSOCIATION, INC., AND WORLD TENNIS CENTER, "I", OR WTC ASSOCIATION "I", INC.)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT
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I HEREBY CERTIFY that the purpose of this Certificate of Recordation is to record that certain basic official documents of WTC CourtSide Association , Inc., a Condominium (formerly known as WTC Phase I Association, Inc., World Tennis Center "I", or WTC Association "I", Inc.) were duly amended by the Association membership at the duly noticed Annual Members' meeting of the Association on the 27th. day of March, 2011.

Attached hereto are the following documents :

A. Second Amended Declaration of Condominium,

B. Second Amended and Restated Articles of Incorporation (Exhibit C to said Declaration of Condominium). Said Articles were filed with the Secretary of State, Tallahassee, Florida on March 28, 2011 as Document # 766508, and

C. Second Amended and Restated By-Laws (Exhibit D to said Declaration of Condominium).

D. Rules, Regulations, & Architectural Guidelines, as most recently amended on May 6, 2010 (not further amended by the Association).

On August 19, 1983, the original versions of said documents, which are hereby further amended, were filed in Collier County for said Association as Document # 827286, as follows :

- Declaration of Condominium for World Tennis Center "I"- OR Book 1037, Pages 1237-1285

- Articles of Incorporation for WTC Association "I", Inc. - OR Book 1037, Pages 1286-1302

- By-Laws for WTC Association "I", Inc.- OR Book 1037, Pages 1303-1315

On August 13, 1998, there were further amendments of said documents, which are hereby further amended, which were filed in Collier County for said Association as Document # 2358165, as follows :

- Declaration of Condominium for WTC Phase I Association, Inc.- OR Book 2450, Pages 2770-2812

- Articles of Incorporation for WTC Phase I Association, Inc.- OR Book 2450, Pages 2813-2826

-By-Laws for WTC Phase I Association, Inc.-OR Book 2450, Pages 2827-2842

These attached documents shall remain in full force and effect until subsequently amended.

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I hereby certify that the foregoing attached Documents were adopted for WTC CourtSide Association, Inc. , a corporation not-for-profit under the laws of the State of Florida, at a meeting of the Board of Directors on the 25th_ day of_February, 2011 and ratified and approved by a vote of 30 (out of 40) of the Members of said Association at the March 17th, 2011 Annual Members' Meeting.

WTC CourtSide Association, Inc..

By: _____

JACKMAN S. VODREY, SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Jackman S. Vodrey, Secretary, of WTC CourtSide Association, Inc. ., a Florida not-for-profit Corporation. He is personally known to me to be the person described in and who executed the foregoing instrument or has produced :

N/A as

identification, and acknowledged before me that he executed the same on behalf of the corporation and affixed the corporate seal thereto.

WITNESS my hand and official seal in the State and County last aforesaid, this 11th day of April ,2011.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

Notary Public
My Commission Expires:

Notary Public State of Florida
Rachel Hansen
My Commission DD778395
Expires 04/13/2013

SECOND AMENDED DECLARATION OF CONDOMINIUM

WTC CourtSide Association, Inc., a Condominium
(formerly WTC Phase I Association, Inc.)

I. SUBMISSION STATEMENT

WORLD TENNIS CENTER ASSOCIATES, A Joint Venture between U.T.W., INC., a Florida corporation, and WARRENTON ENTERPRISES N.V., a Netherland Antilles corporation, (hereinafter referred to as "Developer"), pursuant to Chapter 718, Florida Statutes, in 1983 submitted to the condominium form of ownership, the land legally described as:

(See Schedule "A")

together with the riparian and littoral rights appertaining thereto, all improvements erected or to be erected thereon, and all easements and rights appurtenant thereto. The Condominium thus created shall be known as WTC CourtSide Association, Inc., a Condominium.

This condominium is part of a development known as WORLD TENNIS CENTER as defined in that certain Declaration of Restrictive Covenants, Conditions, Restrictions and Easements (Declaration of Restrictions) for WORLD TENNIS CENTER made by Developer on July 27, 1983, and recorded August 19, 1983 in O.R. Book 1037, Pages 1156 through 1236, Public Records of Collier County, Florida, (as amended May 20, 1998 and recorded on June 12, 1998 in O.R. Book 2430, page 0019) subjecting the lands therein, including the land hereby submitted to condominium ownership, to the terms thereof. All terms used in the Declaration of Restrictions have the same meaning when used herein.

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II. DEFINITIONS

The terms used in this Declaration of Condominium and its Exhibits shall have the following meanings, unless the context in which they are used requires a different meaning:

A. ARC means the World Tennis Club, Inc. Architectural Review Committee.

B. **"Assessment"** means a share of the funds required for the payment of common expenses which from time to time are assessed against the Unit Owner.

C. **"Association"** means WTC CourtSide Association, Inc. the entity responsible for the operation of the Condominium.

D. **"Balcony"** as used herein shall mean rear second floor Limited Common Element.

E. **"Board of Directors"** means the Board of Directors of the Association.

F. **"Buildings"** means the various residential buildings constituting the principal

improvement located on the land hereby submitted to condominium ownership.

G. **"By-Laws"** means the By-Laws of the Association, as they exist from time to time.

H. **"Common Elements"** means the portions of the Condominium property not included in the Units, including, but not limited to, terraces, front porch, stairways, roofs, parapets, unenclosed pergolas, railings and electrical, cable/telephone rooms.

I. **"Common Expenses"** means all expenses and assessments properly incurred by the Association for the Condominium.

J. **"Common Properties"** means and refers to the area of land intended to be devoted to the common use and enjoyment of the owners of Residential Living Units existing in the Development Area and designated as "Common Properties" by the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements.

K. **"Common Surplus"** means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

L. **"Community Association"** means World Tennis Club, Inc., a non-profit Florida corporation (note-its name was changed on May 26, 1998 to "World Tennis Club, Inc.").

M. **"Condominium Act"** means the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as it exists on the date that this Declaration of Condominium is recorded in the Public Records of Collier County, Florida.

N. **"Condominium Documents"** means this Declaration of Condominium and all Exhibits hereto as they may be amended from time to time.

O. **"Condominium Parcel"** means a Unit together with the undivided share in the common elements which is appurtenant to said Unit.

P. **"Condominium Property"** means the land and personal property that are subject to condominium ownership under this Declaration, all improvements on said land, and all easements and rights appurtenant thereto for use in connection with the Condominium.

Q. **"County"** means Collier County, Florida.

R. **"Declaration"** or **"Declaration of Condominium"** means this instrument, as it may be amended from time to time.

S. **"Developer"** means WORLD TENNIS CENTER ASSOCIATION, a Joint Venture between U.T.W., INC., and WARRENTON ENTERPRISES, N.V., and any successor or assignee to whom it assigns its rights under this Declaration of Condominium.

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T. **"Development Area"** means and refers to "the Properties" comprising the entire planned development of World Tennis Club, Inc., as the same is more particularly described in the Declaration of Restrictions.

U. **"Institutional Mortgage"** means a first mortgage on Unit or Units in the Condominium held by an Institutional Mortgagee.

V. **"Institutional Mortgagee"** means bank or corporation, savings and loan association, insurance company, credit unions, real estate or mortgage investment trust, pension fund, an agency or corporation of the United States Government, mortgage broker or banker, any other lender generally recognized as an institutional type lender, or the Developer, which holds a first mortgage on a Unit or Units, and Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

W. **"Limited Common Elements"** means those common elements which are reserved by this Declaration of Condominium for the exclusive use of a certain Unit or Units, including exterior light fixtures controlled by the Owners, enclosed pergolas, front and rear ground floor lanais, balconies, utility closets and storage closets.

X. **"Pergolas"** means the wooden support columns, headers, joists, and tie straps.

Y. **"Primary Occupant"** means the person who is designated, individually or together with the members of his or her immediate family, to occupy a Unit where title to the Unit is held by a corporation, trust, partnership, limited liability company or by other entity and who is the person designated pursuant to the By-Laws who is entitled to cast the vote on behalf of multiple Owners of a Unit or on behalf of the corporation, trust, partnership, limited liability company or other entity.

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Z. **"Unit"** means a part of the Condominium property that is subject to exclusive ownership.

AA. **"Unit Owner"** or **"Owner of a Unit"** means the owner of a Condominium Parcel.

BB. **"Utilities"** shall include, but not be limited to, telephone, gas, electric power, water and sewage, cable TV, internet service and garbage disposal.

CC. **"WTC"** means World Tennis Club, Inc. (see L. above).

III. DESCRIPTION OF THE CONDOMINIUM PROPERTY

A. General Description. The Condominium is located at 3304 & 3306 & 3308 & 3310 Europa Drive, Naples, Florida 34105. The improvements of the Condominium include four (4) residential buildings containing a total of forty (40) Units.

B. Survey, Graphic Description and Plot Plan. Attached hereto as Exhibit A is a survey of the land hereby submitted to Condominium ownership, together with a graphic

description of the improvements thereon and in which the Units are located. Together with this Declaration of Condominium, Exhibit A is sufficient to identify the common elements of the Condominium and each Unit and their relative locations and dimensions. Exhibit A identifies each Unit by number so that no Unit bears the same designation as any other Unit.

C. Identification of Units. The Condominium includes a total of forty (40) units. Each Unit is shown on Exhibit A and is designated by an Arabic number from 1 to 40. Each Unit shall include those parts of the building that lie within the Unit's boundaries, excluding, however, all items which are specifically designated by this Declaration of Condominium as common elements. The boundaries of each Unit shall be as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries. The plane of the lowest surfaces of the unfinished ceiling slab. In a Unit containing a room in which any part of the ceiling is raised above the level of the ceiling to the rest of the Unit, the ceiling slab shall include the vertical slab or wall connecting the raised ceiling with the ceiling of the remaining portion of the Unit and the upper boundary shall include the plane of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the ceiling slabs.

(b) Lower Boundaries. The plane of the lowest unfinished floor slab. In a Unit containing a room in which any part of the floor is raised above the level of the floor in the rest of the Unit, the floor slab shall include the vertical slab or wall connecting the raised floor with the floor of the remaining portion of the Unit and the lower boundary shall include the plane of the unfinished surface of the vertical slab or wall.

2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit extended intersections with each other and with the upper and lower boundaries, with the following exceptions: when the vertical planes of the unfinished interior surfaces of the bounding walls located on the same side of a Unit would pass each other (if not otherwise terminated) without intersection, then if they would pass each other within an intervening partition, the vertical planes of the unfinished interior surfaces of bounding walls shall be extended to intersect with the planes of the center line of the intervening partition and that plane shall be one (1) of the perimetrical boundaries of the Unit.

3. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning and ventilating equipment and hot water tank exclusively serving the Unit and all doors, windows, glass, screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

D. Common Elements. The common elements shall include all of the Condominium property not within the boundaries of Units, including, without limitation:

1. easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities, equipment and/or fixtures for the furnishing of utility services to Units and common elements;

2. easements of support in every position of a Unit which contributes to the support of other Units or common elements;

3. the property and installations for the furnishing of utility services to more than one (1) Unit other than the Unit containing the installation; and

4. all real property, personal property and fixtures now or hereafter owned by the Association.

E. Limited Common Elements. The limited common elements (also see ARTICLE VI-B) shall include the following:

Space Created by Joining Units. If any part of a wall separating two (2) Units is removed for the purpose of combining two (2) or more Units as is permitted by Article VI hereof or otherwise legally permitted, the space created by the removal shall be a limited common element reserved for the exclusive use of the Owner of the Units.

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IV. APPURTENANCES TO UNITS AND EASEMENTS

There shall be appurtenant, and pass with title, to each Unit:

A. an undivided percentage of Ownership in the common elements and in the common surplus of the Condominium, as shown in Exhibit B, attached hereto and incorporated herein by virtue of this reference;

B. the right to use, exclusively, the limited common elements which have been assigned or designated to the Unit by or in accordance with the terms of this Declaration of Condominium;

C. an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time;

D. membership in the Association;

E. nonexclusive easements, to be used and enjoyed in common with the Owners of all Units in the Condominium, for use of those common elements which have not been designated as limited common elements, including, but not limited to, easements for:

1. the furnishing and maintaining of public utility services to all parts of the real property of the Condominium over, across, in and through the Condominium property, as the fixtures and equipment therefore presently exist and/or may hereafter be modified or relocated;

2. vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walkways, ground, and other portions, if any, of the Common Properties as are presently or hereafter intended for pedestrian or vehicular use, together with easement for reasonable means of ingress and egress to public ways;

3. recreational purposes, in and to the recreational and other facilities which may be constructed by the Developer on property described as the Tennis Club Facility, in the World Tennis Club, Inc. Declaration of Restrictions;

F. an exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or common element, or vice-versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner or Owners, including without limitation, encroachments caused by or resulting from the original construction of the improvements by the Developer, any subsequent alteration or repair, any settling or shifting of the building, or any reconstruction of all or any portion of the building after casualty;

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G. membership in WORLD TENNIS CLUB, INC., a Florida corporation not-for-profit;

H. an exclusive easement on that portion of the common elements which is occupied by the air conditioning and ventilating equipment exclusively serving and comprising a part of the Unit;

I. the right to use a parking space located on the Common Properties to be assigned for the exclusive use by the owner of each unit by World Tennis Club, Inc.

V. OPERATING ENTITY

A. Identity. The entity responsible for the operation of the Condominium shall be WTC CourtSide Association, Inc., a Florida corporation not-for-profit. A copy of the Articles of Incorporation of the Association is attached hereto and made a part hereof as Exhibit C. The Association shall be responsible for the administration and management of the Condominium property. The Association shall have all of the powers necessary or desirable for the operation of the Condominium as a first-class residential community, including those powers specifically delineated in the Articles of Incorporation and By-Laws.

B. By-Laws. The procedures for the internal administration and functioning of the Association are set forth in the By-Laws. A copy of the By-Laws is attached hereto and made a part hereof as Exhibit D.

C. Membership and Voting Rights. The Owner of a Unit shall become a member of the

Association automatically upon and simultaneously with receipt of a deed of conveyance of fee title from the Developer, or in the case of a conveyance by a grantee or remote grantee of Developer, upon receipt of a deed evidencing a conveyance of fee title pursuant to a sale which has been approved by the Association or which does not require approval. Membership in the Association may not be transferred separate and apart from a conveyance of the Unit. Membership in the Association shall terminate upon sale or transfer of the Unit, whether voluntary or involuntary. There shall be one (1) vote appurtenant to each Unit and the total number of votes in the Association shall equal the total number of Units in the Condominium. If a Unit Owner owns more than one (1) Unit, the Unit Owner shall be entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one (1) person, the manner in which the vote shall be cast shall be determined in the manner provided in the By-Laws.

D. Management Agreement. In order to facilitate the maintenance and operation of the Condominium, the Association shall have the power to enter into a management agreement with a manager or managing company. To the extent permitted by law, the management agreement may delegate maintenance, management, and operational duties and obligations of the Association.

E. Right to Access. The Association shall have the irrevocable right to access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

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VI. ALTERATION AND IMPROVEMENT

The rights, obligations and restrictions pertaining to alteration and improvement to the Condominium property are as follows:

A. Alteration by Unit Owners. No Unit Owner shall without first having obtained the written consent of the Board of Directors and the ARC Representative of the Association and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition to the common elements (including any limited common element appurtenant to a Unit), or any exterior portion of the building (whether a part of a Unit or a part of the common elements), except, however, for replacement of screening or glass in a window or sliding glass door contained in a Unit with screening or glass similar to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner, without having first obtained said prior consent, shall do any of the following:

1. remove, in whole or in part, replace, reroute, or otherwise affect any column, hearing wall or partition, pipe, duct, wire, or conduit, or obstruct any easement herein provided for;

2. remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior of a Unit or building wall;

3. affix to or over any exterior door or window, or otherwise install on the exterior

of any Unit or the building, any storm or hurricane security shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance;

4. affix to the exterior of any Unit or building any television antenna; or

5. otherwise change, modify or alter the exterior of any Unit or building so that it thereby materially differs in appearance from any other Units of the same type.

B. Requests for Approval. All requests by Unit Owners for approval of modifications, alterations, additions or improvements to the common elements (including any limited common element appurtenant to a Unit), or any exterior portion of the building (whether a part of a Unit or a part of the common elements) shall be submitted, on the approved WTC Request for Modification form (available at the WTC office) to the Association's ARC Representative, and the Board, together with plans and specifications. The ARC Representative and the Board of Directors shall evaluate the request and shall approve or disapprove any request for a Unit Owner within a reasonable period of time having received it. The Unit Owner and his successors shall insure and maintain all such modifications, alterations, additions or improvements, at their expense. In the event any Unit Owner performs any such modifications, alterations, additions or improvements without having obtained the required consent, the Association shall have all remedies provided by the Condominium Act as well as an action for injunctive relief. In addition, the Association may remove or modify any such modifications, alterations, additions or improvements at the Owner's expense and shall be entitled to access to the Unit for the purpose of doing so. Owners requesting to make such modifications, alterations, additions or improvements to the Common or Limited Common Elements shall be required to first sign a Construction and Indemnification Agreement in the form shown in Exhibit E of this Declaration, before beginning work.

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C. Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any structural portion of the Unit's Common or Limited Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the contractor(s) is properly licensed and fully insured, and the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

D. Sale or Transfer. No sale or transfer shall be approved by the Association, unless the new owner agrees to assume all responsibilities and requirements associated with such construction or until such addition, modification or improvement is returned to its original state, at the owner's expense.

E. Alteration by the Association to Association Property. The Association shall make no material alteration of, addition to, or expansion of the common elements, costing more than $10,000 in the aggregate in any calendar year, unless the alteration, addition, or expansion has been approved by the Owners of Units to which at least 50% of the common elements are appurtenant. Alterations, additions, or expansions costing less than $10,001 may be made with Board approval.

F. Compliance with Laws and Regulations. All additions, alterations and approvals shall be made in compliance with all applicable governmental laws and regulations and all zoning and building code regulations. All work shall be performed in such a manner that the structural integrity of the Building is not adversely affected.

G. Prior Modification of Limited Common Elements. Owners who have already modified, prior to March 17, 2011, the Limited Common Elements appurtenant to their Units shall be *"Grandfathered"* as to such modifications, provided however that the provisions of Article VI above shall apply to their modifications if, in the future, the modifications require "extensive" repair or replacement. "Extensive" shall mean any work which requires replacement of more than 25% of the existing modification/structure. In such case, they shall be required to sign, and abide by the provisions of, the Exhibit E document, cited in sub-section B above.

VII. ADDITIONAL EASEMENTS.

The Association shall have the right to grant such additional utility easements or relocate any existing utility easements in any portion of the Condominium property, and to grant access easements or relocate any existing access easements in any portion of the Condominium property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes.

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VIII. AMENDMENT OF DECLARATION OF CONDOMINIUM

Except as otherwise specifically provided for in this Declaration of Condominium, amendments to this Declaration of Condominium shall be adopted as follows:

A. Amendments by the Association.

1. Notice. Notice of the subject matter of the proposed amendment shall be included in the Notice of any general or special meeting of the Association at which the proposed amendment is to be discussed.

2. Resolution. A Resolution adopting and approving a proposed amendment shall be proposed, adopted, and approved by the members. Approval of an amendment shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of not less than a majority of the owners of the Units unless the proposed amendment is one which requires a higher percentage affirmative vote by other provisions of this Declaration or by Florida law.

B. Recording. A copy of each amendment to the Declaration shall be duly recorded as required by the Condominium Act and shall become effective upon recording.

C. Proviso. Except as otherwise specifically provided in this Declaration, no amendment

shall change the size or configuration of any Unit nor the share of the common elements or common expenses attributable to any Unit, unless the record Owner thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved in this Declaration to Institutional Mortgagees without the consent of the Institutional Mortgagee as the case may be in each instance. No amendment shall make any change in the Articles entitled "Insurance," "Reconstruction", "Repair or Termination After Casualty" or "Condemnation" unless all Institutional Mortgagees shall join in the execution of the amendment. No amendment shall discriminate against any Unit Owner or mortgagee or against any Unit or class or group of Units unless all parties adversely affected shall consent in writing.

IX. MAINTENANCE

Responsibility for maintenance, repairs and replacement of Condominium property and property of Unit Owners located within the Condominium shall be as follows:

A. Responsibility of Unit Owners. Each Unit Owner shall be responsible for maintaining, replacing, and keeping in good repair:

1. all portions of the Unit, including, but not limited to, the air conditioning unit (without regard to where it is located) and heating/ventilating system and hot water tank serving the Unit exclusively, the interior surfaces of the ceilings, floors and exterior boundary walls of the Unit, all interior partition walls which are included as part of the Unit, all glass, screens and all glass and non-glass doors of the Unit including the Board-approved type and color of paint on the exterior of any non-glass door;

2. all fixtures, appliances, personal property and equipment owned by the Unit Owner; and

3. the surface of the floor, and the interior surface of any parapet of the balcony or terrace which is a limited common element of the Unit.

All maintenance, repairs, and/or replacements for which Unit Owners are responsible and which, if not promptly performed, would affect other Units or the common elements, shall be performed promptly as the need arises.

If a Unit Owner fails to perform promptly his responsibilities of repair, maintenance and replacement, the Association shall be entitled to seek all remedies available at law, including the right to take legal action to require the Unit Owner to perform the responsibilities. The Association in addition shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Unit for that purpose.

B. Water and Mold Damage. Damage to the Unit, Limited Common and Common Elements, as a result of owner's failure to shut off the water supply to Unit before leaving the Unit for an extended period of time (more than one hundred twenty (120) hours) will be repaired at the

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owner's expense. This includes, but is not limited to, mold inspection/removal, as required. Air Conditioning must be kept running, in good repair and properly set to avoid possible formation of potentially toxic mold.

C. Responsibility of the Association. The Association shall be responsible for the maintenance, repair and replacement of:

1. the common elements of the Condominium (other than those common elements for which the Unit Owner is specifically responsible pursuant to Section A above);

2. the balconies and lanais that are limited common elements appurtenant to Units, except, however, the surface of the floors and the interior surfaces of any parapets of the balconies and lanais.

D. Maintenance and Repair Caused by Negligence of Unit Owners. A Unit Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or by that of any member of his or her family or any guests, employees, agents, lessees, or other invitees.

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X. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry as well as all coverage which it is required by the Condominium Act to carry. The Association may also obtain and keep in force any or all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees, and a certificate evidencing a mortgagee endorsement (upon written request) shall be issued to the Mortgagee of each Unit. All insurance policies maintained by the Association shall provide that the policy may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled bolder of a first mortgage in such insurance policy.

The Owner(s) of each Unit shall (unless they provide to the Association's Manager written evidence of the Owner's election to self-insure), at the expense of such Owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses; provided, that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests, and invitees.

B. Required Coverage by Association. The Association shall purchase and carry

insurance coverage as follows:

1. Casualty Insurance. Casualty insurance covering the buildings and other improvements of the Condominium, including, without limitation, Units, the bathroom, kitchen fixtures, and other additions initially installed within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the Units by the Developer pursuant to the original plans and specifications, and common elements, in an amount equal to the maximum insurance replacement value thereof (subject to reasonable deductible clauses), exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and

(b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use, to the building and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

(c) Public liability insurance, in an amount not less than $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, together with such other coverage in such amounts and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability of all Unit Owners as a group to each Unit Owner; and

(d) Workmen's compensation insurance if required to meet the requirements of law; and

(e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units; and

(f) Fidelity insurance, if applicable, covering all Officers and employees of the Association and any managing agent who handles Association funds.

2. Waiver by Insurer. Wherever obtainable, insurance policies maintained by the Association shall provide for the following: (a) waive the insurer's right of subrogation against the Association and against the Unit Owners individually and as a group; (b) the insurance is not prejudiced and the insurer may not avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one (1) or more Unit Owners or by any act or neglect of individual Unit Owners which is not in the control of such owners collectively; (c) the policy is primary in the event that Unit Owner(s) have other insurance covering the same loss; and (d) recognition of any Insurance Trust Agreement entered into by the

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Association in accordance with the provisions of Article X-(G.) herein.

C. Optional Coverage. The Association may purchase such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as common expenses.

E. Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the Owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association. All insurance policies shall be issued by an insurance company authorized to do business in Florida and having an office or agent located in the County.

G. Insurance Trustee. The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same, to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

1. Qualifications, Rights and Duties. The Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a common expense. The Insurance Trustee shall be liable only for its willful

misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s) unless insurance proceeds represent a distribution to the Owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the common elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common Elements Only. The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting common elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements, the excess shall be paid by the Insurance Trustee to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the common elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a common expense.

2. Units. The proceeds paid to Insurance Trustee for loss of or damage to the buildings, constituting common elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their

respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the common elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the common elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building(s), the Association shall assess the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstruction of all of such damaged or destroyed common elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the common elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the common elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a common expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from the Owner(s) of such damaged or destroyed Units.

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I. Deposits to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium property covered by casualty insurance, the Association shall obtain estimates of the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit Owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

J. Approval. Each insurance policy, the agency and company issuing the policy, and the Insurance Trustee shall be subject to the approval of the Institutional Mortgagee then holding the greatest dollar volume of mortgages encumbering the Units of the Condominium.

K. Benefit of Mortgagee. Certain of the provisions in this Article title "Insurance" are for the benefit of mortgagees of Condominium Units. Those provisions are covenants for the benefit of mortgagees and may be enforced by such mortgagees.

XI. RECONSTRUCTION, REPAIR OR TERMINATION AFTER CASUALTY

Whether, and the manner in which, any or all of the Condominium property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings. If the residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

1. Total Destruction of Buildings. If the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising common elements shall be reconstructed and the Condominium shall be terminated unless the Owners of Units to which seventy-five (75%) percent of the common elements are appurtenant agree in writing within sixty (60) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

2. Damage to and Destruction of Part of the Buildings. If some, but not all, of the residential buildings are damaged and/or destroyed and one (1) or more of the Units remains habitable, the damaged or destroyed common elements and/or Units shall be repaired or reconstructed, so that the buildings and each Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

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B. Common Elements. Damaged or destroyed improvements constituting part of the common elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium property shall be repaired or reconstructed.

D. Plans and Specifications. Repairs or reconstruction of Condominium property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility. If the damage or destruction shall be limited only to one (1) or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds. All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

1. Association. If the total funds assessed against and collected from Unit Owners

by the Association for payment of repair and reconstruction costs is more than five thousand ($5,000.00) dollars, then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one (1) or more, but less than all, Unit Owners, shall be paid by the Insurance Trustee to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

(b) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand ($5,000.00) dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is five thousand ($5,000.00) dollars or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is

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to be made from the construction fund, nor to determine the payee, nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

G. Proceeds After Termination Due to Casualty. If it is specified elsewhere in this Declaration that the Condominium shall be terminated after a casualty, then the proceeds of any award shall be divided in the ratio of Ownership of the common elements of the Condominium as set forth in Article IV-A, and shall be disbursed to Unit Owners, and the mortgagees of Unit Owners as their interests appear of record.

H. Benefit of Mortgagees. Certain provisions in this Article titled Reconstruction, Repair, or Termination After Casualty are for the benefit of mortgagees of Units and may be enforced by them.

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XII. CONDEMNATION

A. Deposit of Awards with Insurance Trustee. The taking of Condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For that purpose, the taking by condemnation shall be deemed to be a
casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these

purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

D. Unit Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium.

1. Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award the additional funds required shall be assessed against the Owner of the Unit.

2. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

E. Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

1. Payment of Award. The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages encumbering those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payment previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the common elements.

2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the common elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

3. Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the common elements as percentages of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

4. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners

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who will continue as Owners of Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Owners in the common elements after the changes effected by the taking.

5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the common elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association, provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements, if any, shall be distributed to the Unit Owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

G. Amendment of Declaration. The changes in Units, in the common elements and in the ownership of the common elements that are affected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

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XIII. USE RESTRICTIONS

Use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists:

A. Units. Each of the units shall be used only as a single family residence and shall be occupied only by the owners or their tenants, their family, servants, and guests as a permanent or temporary residence, not as a place of business or for any other purpose, not to preclude operation of a home office that does not generate foot or vehicle traffic onto the Condominium property. Outside business advertising shall not include the physical address of a Unit on the Condominium property.

B. Use of Common & Limited Common Elements. Common walkways, stairways, terraces, balconies and Lanais or other Common or Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner. Lanais, terraces and walkways shall be used only for the purposes intended. These areas shall not be used for hanging or drying clothing (except as permitted by Florida Law) cleaning of rugs or other household items or for storage of

personal property other than furniture and items meant specifically for use on a lanai. Cooking with an electric grill only is permitted on lanais. Owners shall remove all furniture and other items from lanais and balconies during their absence in hurricane season (June 1 through November 15). Owners shall be liable for damage or injury to persons and property caused by failure to remove furniture or other items from lanais, balconies, terraces or other Common or Limited Common Element.

C. Leasing of Units. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only the entire Unit, and then only in accordance with this section.

1. **Term of Lease and Frequency of Leasing.** No Unit may be leased more often than twelve (12) times in any calendar year, or for a period of less than seven (7) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, at its discretion, approve the same lease from year to year. No sub-leasing or assignment of lease right by the lessee is allowed. This sub-section is subject to FS 718-110 - (13), as amended.

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D. Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by residents. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the common elements or limited common elements which would increase the rate of insurance upon the Condominium property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be the same as is elsewhere herein specified.

F. Minors. Children shall be permitted to reside in units; however, they shall be properly supervised at all times.

G. Pets. The Owner, of record, of each Unit may keep not more than two (2) approved, small pets, of the normal domesticated household type (such as a cat or dog) in the Unit. Approved pets currently residing in a Unit shall be grandfathered, but shall be replaced, only with an approved pet that complies with these restrictions. Pets must be leashed or carried at all times while anywhere on the Condominium Property outside of the Unit. Each pet owner shall be responsible for the immediate removal and proper disposal of the pet's excrement. No

dangerous dog, (if declared dangerous) reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted in the Unit (but not on lanais as to caged birds). The ability to keep a pet is a privilege, not a right, and the Board of Directors is empowered to restrict the keeping of such pet(s) and may order and enforce the removal of any such pet(s) which has become a source of annoyance or danger to other residents of the Condominium.

H. Rental or For Sale signs. No signs advertising the rental or sale of Units may be posted on the Condominium property, including doors and windows of the Units.

I. Exterior Improvements; Landscaping. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of any building (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment), so that the Unit materially differs in appearance from other neighboring Units, without the prior written consent of the Board of Directors of the Association.

J. Interior Flooring.

1. If ceramic tile flooring, hardwood flooring or other hard surface flooring is to be installed in second floor units, it shall be applied over a resilient membrane that is both sound absorbing and provides a mold inhibiting moisture barrier. Suggested membrane materials include, but are not limited to, Whisper Mat or Protecto Wrap that has a minimum Sound Transmission Class (STC) rating of 70. Written Association approval is required prior to installation of hard surfaced flooring. Contact the WTC Management Office for information concerning approved materials and procedures for obtaining approval as well as setting up WTC Management inspection to be performed during the installation process. Unapproved installation of hard surface flooring is subject to removal, at the owner's expense.

2. **Limited Common Elements Floor Surfaces.** No glued down carpet is to be installed on balconies. Owners must obtain Board of Directors approval before the installation of exterior tile floors. Such installations must include a waterproof membrane. All exterior tiled floors must also be sealed with an appropriate grout sealing product initially, and thereafter re-sealed on an annual basis (unless a grout is used which does not require annual sealing). Owners must sign an agreement indicating that they are responsible for any damage caused by the tiling of such floors. The form of this agreement is shown in Exhibit E of this Declaration.

K. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Condominium property may be made and amended from time to time by the Board in the manner set forth in the By-Laws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners, Lessees, and residents of the Condominium upon request.

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XIV. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents, protect the value of the Units and assure the financial ability of each Unit Owner to pay assessments made against the Unit, the transfer of Units by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner covenants to observe.

A. Transfers Subject to Approval.

1. Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.

2. Lease. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, or as allowed by Article XIII-C of this Declaration.

3. Gift. If any Unit Owner proposes to transfer his unit by gift, the proposed transfer shall be subject to the approval of the Association.

4. Devise Inheritance or Other Transfers. If any Unit Owner shall acquire his title by devise, inheritance or in any other manner, the continuance of his ownership shall not be subject to the approval of the Association.

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B. Approval by Association. The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

1. Notice to Association

a. Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has acquired his title by gift, devise, inheritance, operation of law, or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

c. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event

transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then, within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Collier County, Florida.

b. Gift; Devises or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the continued identity of principal shareholders, partners or beneficiaries, as set forth in (3) below) as the Association may reasonably require and the approval shall be stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Collier County, Florida.

3. Approval of Corporate Owner, Partnership as Purchaser. Since the Condominium may be used only for residential purposes and a partnership, trust, or corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust, or partnership, the approval of ownership by the corporation, trust, or partnership shall be conditioned by requiring that the primary occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial Owner who is to be the primary occupant of a Unit shall also be conditioned upon approval of the primary occupant by the Association.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

a. The price to be paid shall be that stated in the disapproved contract to sell.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchaser.

d. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

2. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, operation of law, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, which has elected to purchase the Unit and to whom the Unit owner must sell the Unit upon the following terms:

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(a) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within ten (10) days following the determination of the sale price.

(d) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Collier County, Florida, at the expense of Purchaser.

(e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval, as elsewhere provided, which shall be recorded in the public records of Collier County, Florida, at the expense of the Unit owner.

D. Exceptions. The foregoing provisions of this Article shall not apply to a transfer or purchase by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

E. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

F. Notice of Lien, Lease or Transfer.

1. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon the Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

2. Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to the Unit; such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

3. Failure to Comply. Failure to comply with subsections 1 and 2 above will not affect the validity of any judicial sale.

4. Notice of Lease and Transfer. A Unit Owner shall give notice to the Association as to all transfers, leases, sales, or other conveyances of a Unit or interest therein, where Association approval is required. The notice shall be in writing and shall contain the name of the transferee or lessee and shall include a copy of the instrument of transfer, lease, sale or other conveyance.

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G. Exceptions. The foregoing provisions of this Article XIV shall not be applicable to any of the following: a purchaser who acquires title to a Unit at a duly advertised public sale at open bidding as provided by law such as, but not limited to, execution sales, foreclosure sales, judicial sales and tax sales; to Institutional Mortgagees and their immediate grantees with respect to Units acquired from such Institutional Mortgagees as a result of foreclosure of a mortgage or deed in lieu thereof; Units owned by the Developer and Units owned by any persons who may now or hereafter be partners of the Developer or Units owned by shareholders of any partners of Developer.

H. Fees and Deposits Related to the Sale, or other Transfer of Units. Whenever herein the Board's approval is required to allow the sale, or other transfer of an interest in a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits

that are authorized by the Condominium Act as amended from time to time.

XV. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all Rules and Regulations and Architectural Guidelines adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief:

A. Remedies. The Association shall be entitled to all rights and remedies provided by this Declaration of Condominium, the Articles of Incorporation, the By-Laws, the Rules and Regulations, the Condominium Act and/or Florida law.

B. Costs and Attorney's Fees. In any proceeding resulting from an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation or By-Laws of the Association, or any Rule or Regulation adopted pursuant thereto, the Association or such other Unit Owner may be entitled to recover the costs of the proceeding and such reasonable attorney's fees (at the trial level and at all levels of appeal) as may be awarded by the court.

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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XVI. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

To provide the funds necessary for proper operation and management of the Condominium, the Association is granted the right to make, levy and collect assessments against the owners of all Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments. Assessments by the Association for common expenses shall be apportioned against and shared by each Unit in the fractional share of the Unit's share in the common elements and common surplus of the Condominium as set forth in Exhibit B hereto. Should the Association become the owner of any Unit(s) the assessment which would otherwise be due and payable to the Association by the Owner of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefore levied ratably among the Owners of all Units which are not owned by the Association, based upon their proportionate interests in the common elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment. The assessment levied against each Unit shall be payable in monthly, quarterly, or such other installments and at such time as shall from time to time be

lawfully fixed by the Board.

C. Annual Budget. The Board shall, in accordance with the By-Laws of the Association and the Condominium Act, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable Allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the budget to a Unit Owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional special assessment or assessments as it shall deem to be necessary.

D. Reserve Fund. The Board, in establishing each annual budget, shall, if and to the extent required by law, include therein a sum to be collected and maintained as a reserve fund for the replacement of common elements and personal property held for the joint use and benefit of the owners of all Units.

E. General Operating Reserve. The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of emergencies or for other reasons placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefore shall not exceed five (5%) percent of the current annual assessment levied against the Owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five (25%) percent of the current annual assessment, no further payments shall be collected from the Owners of Units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five (25%) percent level, in which event, the annual assessment against each Owner and/or Unit shall be increased to restore the operating reserve to an amount which may equal twenty-five (25%) percent of the current annual amount of said assessment.

F. Use of Association Funds. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws. As the monies for annual assessments are paid to the Association by any Unit Owner, the same may be commingled with monies paid to the Association by the other Owners of Units. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, including, without limitation, common surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his

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membership interest therein, except as an appurtenance to his Unit.

G. Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the highest rate allowed by law per annum until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee (at the trial level and at all levels of appeal), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability not subject to Waiver. No Owner of a Unit may exempt himself from liability for any assessment levied against such Owner and his Unit by waiver of the use or enjoyment of any of the common elements, or by abandonment of the Unit, or in any other manner.

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J. Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in common elements and upon any appurtenance to said unit, including Limited Common Elements, which Lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the Owner(s) thereof, and (2) interest, if any which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorney's fee (at the trial level and through all levels of appeal), which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of said lien, and the Association shall be entitled to rental from the Owner of any Unit from the date in which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the County. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the highest rate allowed by law per annum on all such advances made for such purpose.

K. Recording and Priority of Lien. The lien of the Association shall be effective from and after recording, in the Public Records of the County, a claim of lien stating the description of the Unit encumbered thereby, the name of the record Owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien

of any first mortgage recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in common elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefore, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration.

L. Effect of Foreclosure or Judicial Sale. In the event that any person, firm or corporation shall acquire title to that Unit and its appurtenant undivided interest in common elements by virtue of foreclosure or a judicial sale, or deed in lieu thereof in respect to a first mortgage encumbering such unit, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety. In the event of the acquisition of title to a Unit by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Units (including the party so acquiring title) as a part of the common expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

COLLIER COUNTY OFFICIAL RECORDS BOOK 2756 PAGE 1 CLERK OF THE CIRCUIT COURT

M. Effect of Voluntary Transfer. When the Owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Unit. Such statement shall be executed by an Officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the Owner of the Unit or Units due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such

voluntary conveyance, without prejudice to the right of the grantee to recover from the grantor the amounts paid by the grantee therefore.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XVII. TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of Units in the Condominium, and by all record Owners of mortgages upon Units therein owned by Institutional Mortgagees and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of Units to which not less than seventy-five (75%) percent of the common elements are appurtenant, and, of the record Owners of all mortgages upon Units in the Condominium owned by Institutional Mortgagees and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Units of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record Owners of the Units to be purchased of an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an

average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of contempt jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of the County.

D. Shares of Owners After Termination After termination of the Condominium the Unit Owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienholders shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements and common surplus appurtenant to the Owners' Units prior to the termination.

E. Amendment. This Article titled "Termination" shall not be amended without consent of all Unit Owners and of all Owners of mortgages required to approve termination by agreement.

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XVIII. MISCELLANEOUS.

A. Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium. All present or future Owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium Ownership.

D. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in common elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Owners of Units in the

Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the President and Secretary have caused the foregoing Second Amended Declaration of Condominium to be duly executed this 11th day of April, 2011.

We hereby certify that the foregoing were adopted as amendments to the Declaration of Condominium of WTC CourtSide Association, Inc. , a corporation not-for-profit under the laws of the State of Florida, at a meeting of the Board of Directors on the 25th day of February, 2011 and ratified and approved by a vote of 30 (out of 40) of the Members of the Association at the March 17th , 2011Annual Members' Meeting.

WTC CourtSide Association, Inc.

By: Carol C. Comeaux
CAROL C. COMEAUX, PRESIDENT

By: Jackman S. Vodrey
JACKMAN S. VODREY, SECRETARY

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STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Carol C. Comeaux, President, and Jackman S. Vodrey, Secretary, of WTC CourtSide Association, Inc. ., a Florida not-for-profit. They are personally known to be the persons described in and who executed the foregoing instrument or has produced N/a as identification, and acknowledged before me that they executed the same on behalf of the corporation and affixed the corporate seal thereto.

WITNESS my hand and official seal in the State and County last aforesaid, this 11th day of April ,2011.

Notary Public State of Florida
Rachel Hansen
My Commission DD778309
Expires 04/13/2012

Rachel Hansen
Notary Public
My Commission Expires:

- - -Now see Schedule A and Exhibits A-B-C-D-E on next page- - -

- Schedule A & Exhibits A-B-C-D-E to Second Amended
Declaration of Condominium
of WTC CourtSide Association, Inc.-

- SCHEDULE A -

A description of the page 1, Article I land situated in Collier County, Florida, upon which this Condominium has been established, may be found in the following recorded document:

Collier County, Florida as filed August 19, 1983 at Document #827286, O.R. Book 1037, pages 1269 through 1273.

- EXHIBIT A -

A description of the pages 3-4, Article III-B **Survey, Graphic Description, and Plot Plan** and page 4 Article III-C **Identification of Units** of the forty (40) units may be found in the following recorded document:

Collier County, as filed August 19, 1983 at Document #827286, O.R. Book 1037, pages 1274 through 1284.

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- EXHIBIT B - Cited at page 5, Article IV-A - see single page, following **(Percentage Share of Common Elements).**

- EXHIBIT C - Cited at page 6, Article V-A - see 8 pages, following **(Articles).**

- EXHIBIT D - Cited at page 6, Article V-B - see 12 pages, following **(ByLaws).**

-EXHIBIT E – Cited at page 8, Article VI-B and page 9, Article VI-G – see 4 pages, following **(Construction and Indemnification Agreement).**

EXHIBIT B OF MARCH 17, 2011 DECLARATION OF CONDO-MINIUM, AS CITED ON PAGE 5, ARTICLE IV-A OF WTC CourtSide Association, Inc.

SHARE OF COMMON ELEMENTS

Unit No.	Share (%)	Unit No.	Share (%)
1	3.032575	21	3.032575
2	2.243575	22	3.032575
3	2.243575	23	2.243575
4	2.243575	24	2.243575
5	2.243575	25	2.243575
6	2.243575	26	2.243575
7	2.243575	27	2.243575
8	2.243575	28	2.243575
9	3.032575	29	3.032575
10	3.032575	30	3.032575
11	3.032575	31	3.032575
12	3.032575	32	3.032575
13	2.243575	33	2.243575
14	2.243575	34	2.243575
15	2.243575	35	2.243575
16	2.243575	36	2.243575
17	2.243575	37	2.243575
18	2.243575	38	2.243575
19	3.032575	39	2.243575
20	3.032575	40	2.243575

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-EXHIBIT C OF MARCH 17, 2011 DECLARATION OF CONDOMINIUM, AS CITED ON PAGE 6, ARTICLE V-A, FOR WTC CourtSide Association, Inc.-

State of Florida

Department of State

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I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on March 28, 2011, for WTC PHASE I ASSOCIATION, INC. which changed its name to WTC COURTSIDE ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 766508.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of March, 2011

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Kurt S. Browning

COPY

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
WTC CourtSide Association, Inc., a Corporation Not-For-Profit
(formerly WTC Phase I Association, Inc., Florida Charter # 766508)

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Second Amended and Restated Articles of Incorporation, set forth:

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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of the corporation shall be:

WTC CourtSide Association, Inc. (the "Association").

ARTICLE II

The purposes and objects of the Association shall be to administer the operation and management of **WTC CourtSide Association, Inc.**, a condominium (the "Condominium") to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Collier County, Florida described on Exhibit A attached hereto (the "Land"), and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Second Amended and Restated Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which was recorded at OR Book 1037, Pages 1237-1285(subsequently amended at OR Book 2450, pages 2768 - 2842) in the Public Records of Collier County, Florida, when the Land and the improvements constructed thereon were submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the

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Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, insure, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

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5. Enforce the provisions of the Second Amended and Restated Articles of Incorporation, the Declaration, the By-laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

7. Delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act to any other person, entity or association.

8. Employ personnel to perform the services required for proper operation of the Condominium.

9. Levy fines against the Unit Owners for violation of the rules and regulations adopted for the Condominium and for violations of the Declaration.

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ARTICLE IV

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

A. The Owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law. Membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at 4802 Airport Road, Naples, FL 34105, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

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ARTICLE VII

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation, maintenance, accounting, bookkeeping and management of the Condominium and the affairs of the Association. Any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

ARTICLE VIII

The number of members on the Board of Directors shall be a minimum of three (3) (currently five (5) are serving). The number of members of succeeding Boards of Directors shall

be provided for from time to time by the By-Laws; and they shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of the Board of Directors shall be members (or spouses of members) of the Association or shall be authorized representatives of trust, partnership, Limited Liability Company, corporate or other statutory entity members of the Association.

ARTICLE IX

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary, be held by the same person.

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ARTICLE X

The By-Laws of the Association may be altered or rescinded only by affirmative vote of a majority of the vote entitled to be cast by members of the Association.

ARTICLE XI

Every Director and every officer of the Association shall be indemnified by the Association against all expenses, judgments, fines, and other liabilities, including attorney's fees and appellate attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said person may be a party, or in which said person may become involved, by reason of being or having been a director or officer of the Association, whether or not the person is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his

duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officers may be entitled. The Association shall have the power to purchase and maintain insurance (to the extent permitted by law) on behalf of any director, officer, employee, or agent of Association against any liability asserted or incurred as a result of the person's serving as such director, officer, employee or agent, regardless of whether the Association would have the power to indemnify the person pursuant to this Article XI.

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ARTICLE XII

An amendment or amendments to these Second Amended and Restated Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Second Amended and Restated Articles of Incorporation being proposed, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30)

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days before the date set for the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than a majority of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Second Amended and Restated Articles of Incorporation shall be transcribed and certified in such form as may be necessary for filing in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Second Amended and Restated Articles of Incorporation shall be recorded in the Public Records of Collier County, within thirty (30) days from the date on which it is received by the Secretary, after having been filed in the office of the Secretary of State.

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ARTICLE XIII

REGISTERED AGENT

The registered agent (currently World Tennis Club, Inc., 4802 Airport Road, Naples, FL 34205) to accept service of process on behalf of the Association and the corporate office of the Association shall be designated by the Board of Directors from time to time.

We hereby certify that the foregoing were adopted as the Second Amended and Restated Articles of Incorporation of **WTC CourtSide Association, Inc.**, a corporation not-for-profit under the laws of the State of Florida, at a meeting of the Board of Directors on the 25th day of February, 2011 and were ratified and approved by a vote of 30 (out of 40) Members of the

Association at the March 17, 2011 Annual Members' Meeting.

WTC CourtSide Association, Inc.

By: Carol C. Comeaux
CAROL C. COMEAUX, PRESIDENT

By: Jackman S. Vodrey
JACKMAN S. VODREY, SECRETARY

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared CAROL C. COMEAUX, President of **WTC CourtSide Association, Inc.**, a Florida not-for-profit corporation, and JACKMAN S. VODREY, Secretary of **WTC CourtSide Association, Inc.**, a Florida not-for-profit corporation., who both acknowledged before me that they did sign the foregoing SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION and that the same is their free act and deed, and the free act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 24 day of March, 2011.

Marguerite J. Robison
Notary Public State of Florida

(Notarial Seal)
MARGUERITE J. ROBISON
MY COMMISSION # DD 890717
EXPIRES: May 20, 2013
Bonded Thru Budget Notary Services

(Name of Notary Typed, Printed, or Stamped)

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Personally Known _____ OR Produced Identification X JSV - OH DL# [redacted]
CCC - FL DL# [redacted]

Type of Identification Produced Driver Licenses

* * * \

- EXHIBIT D OF MARCH 17, 2011 DECLARATION OF CONDOMINIUM, AS CITED ON PAGE 6, §V-B, FOR WTC CourtSide Association, Inc. -

SECOND AMENDED AND RESTATED BY-LAWS OF
WTC CourtSide Association, Inc.

I. IDENTITY.

A. These are the By-Laws of WTC CourtSide Association, Inc., a non-profit Florida corporation. The Association has been organized for the purpose of administering the operation and management of a Condominium (the "Condominium"), established in accordance with the Florida FS 718 Condominium Act (the "Act") upon land, situated in Collier County, Florida, described in the Articles of Incorporation.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration") which will be recorded in the Public Records of Collier County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict berewith.

C. All Members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling Units in the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at % World Tennis Club, 4802 Airport Road, Naples, Florida 34105, or at such other place as may be established by resolution of the Board of Directors.

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E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation (1983).

II. MEMBERSHIP, VOTING QUORUM, PROXIES.

A. The qualification of Members of the Association (the "Members"), the manner of their admission to Membership and termination of such Membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of persons present in person or by proxy entitled to cast a majority of the votes of the entire Membership.

C. The vote of the Owner(s) of a Unit owned by more than one (1) natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a

partnership, or any other statutory association of natural persons, or by a corporation, a trust, Limited Liability Company, or any other entity shall be cast or otherwise exercised, by one (1) natural person designated by the Owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one (1) natural persons (except a husband and wife as tenants by the entirety), or a partnership, corporation, a trust, Limited Liability Company, or any other statutory entity, the prospective Owner(s) shall, by written instrument acceptable to the Association, signed by all persons and entities who will hold title to the Unit, designate one (1) natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by all Owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the Owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such Owner as if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the Units represented in person or by proxy at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

F. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

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III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of Members shall be held, at the office of the Association or such other place in Collier County, Florida as may be specified in the notice of the meeting, at such hour and day in February or March of each year as may be set by Board action for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from Members owning a majority of the Units, and must be called by such Officers upon written petition calling for recall of one (1) or more Directors by the Owners of at least ten (10%) percent of the Units in the Condominium.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which

the meeting is called. Each notice shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed by first class mail. Such notice shall be deemed properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member, may in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, or at, the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the Membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. When a meeting is adjourned to another date, time, or place and the date, time, and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken, no further notice shall be necessary.

D. At meetings of Members, the President shall preside, or in the absence of the President, a Vice-President, or in their absence, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

(1) Calling of the roll and certifying of proxies;

(2) Proof of notice of meeting or waiver of notice;

(3) Appointment by Chairman of Inspectors of Election;

(4) Reading or waiver of reading, and approval of minutes of previous meeting of Members;

(5) Reports of Officers;

(6) Reports of Committees;

(7) Election of Directors;

(8) Unfinished business;

(9) New business;

(10) Announcement of election results (if any);

(11) Adjournment

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F. Effective March 18, 2011, all Proxy-Holders must be Members (or spouses of Members) of the Association, or shall be members of the Association, by reason of being authorized representatives of a trust, partnership, limited liability company, corporate, or other statutory entity.

IV. BOARD OF DIRECTORS.

A. The Board of Directors shall consist of a minimum of three (3) persons (currently five (5) are serving). At least a majority of the Directors shall be Members (or spouses of Members) of the Association, or shall be authorized representatives of a trust, partnership, limited liability company, corporate, or other statutory entity member of the Association.

B. Directors shall be elected in the following manner:

(1) Directors of the Association shall hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

(2) All members of the Board shall be elected, by a plurality of the votes cast at the annual meeting of the Members.

(3) Vacancies on the Board may be filled, for the remaining term of the seat being filled, by the remaining Directors.

(4) The term of Directors shall be two (2) years. Directors shall hold office for the terms to which elected and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no Member or Owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

C. The organizational meeting of a newly elected or designated Board shall be held within a reasonable time after their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Unit Owners shall have the right to

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attend all meetings of the Board, Regular or Special (unless Florida Law provides otherwise), but no Unit Owner shall have the right to speak or otherwise participate in the meetings without the permission of the Board.

E. Special meetings of the Board may be called by the President or Vice-President, and must be called by the Secretary at the written request of two (2) of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, fax, email, or telegram, which notice shall state the time, place and purpose of the meeting.

F. Adequate notice of all meetings of the Board shall be placed conspicuously on the Condominium property at the mail box area at least forty-eight (48) hours in advance, except in an emergency. Notice of meetings of the Board may be waived only in the event of emergency where circumstances exist which pose such a danger to person or property that prompt action is required. In such event, such notice shall be given as is practical under the circumstances. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. No member of the Board may vote by proxy or secret ballot at a meeting of the Board, nor may a Director abstain from voting except in cases of a stated conflict of interest. The Board may act by telephone conference so long as all Directors can hear each other, on speaker phone, or by written agreement, if said agreement is posted in the mail box area forty-eight (48) hours before its effective date.

H. The presiding Officer of meetings of the Board shall be the President of the Association. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

(1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and to use the proceeds of assessments in

the exercise of the powers and duties of the Association;

(2) Maintain, repair, replace, insure, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend rules and regulations governing the use of the property, real and personal, in the Condominium; provided, that such rules and regulations or amendments thereto shall not conflict with the restrictions and limitations which may be proper under the terms of the Articles and Declaration;

(5) Approve or disapprove proposed Purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale or lease of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association may, by resolution of the Board, be authorized to approve (but not disapprove) any proposed Purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

(6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

(7) Contract for the management and maintenance of the Condominium and to authorize the management agent or bookkeeping service to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the Common Elements. The Association shall however, retain at all times the powers and duties granted to it by the FS 718 Condominium Act (as amended), including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

(8) Enforce by legal means the provisions of the Articles, By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;

(9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens;

(10) Carry insurance for the protection of the Members and the Association against casualty and liability;

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(11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the Owners of the separate Units;

(12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(13) Levy fines against the Unit Owners for violations of the rules and regulations adopted for the Condominium and for violations of the Declaration, in accordance with Florida Law.

(14) Cooperate with WORLD TENNIS CLUB, INC., (or its successor), in making and collecting the unit assessments and/or dues made in accordance with the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for WORLD TENNIS CENTER recorded in 1983 (as amended in 1998, 2001, 2002, and 2011) in the Public Records of Collier County, Florida, and to see that the assessments are transmitted to WORLD TENNIS CLUB, INC., for the purpose of providing funds necessary to pay for the maintenance of recreational and common areas and improvements and to cover other administration and operational expenses of WORLD TENNIS CLUB, INC.

J. Directors may be removed from office with or without cause in the following manner:

(1) The Owners of ten (10%) percent of the Units in the Condominium, upon a written petition calling for the recall or removal of one (1) or more of the members of the Board of Directors, may call a special meeting of the Unit Owners for that purpose. Notices shall be given to each Unit Owner in the manner provided in Article III-C hereof.

(2) The first order of business at the meeting shall be the election of a person to preside over the meeting. The election shall be by vote of the majority of the Unit Owners present at the meeting.

(3) If the petition calls for the recall or removal of more than one (1) member of the Board of Directors, the questions of removal shall be divided as to each recalled member of the Board of Directors upon the request of any one Unit Owner present at the meeting and eligible to vote.

(4) Any member of the Board of Directors who is the subject of the recall petition shall be given a reasonable opportunity to speak at the meeting, prior to the vote on the question of removal.

(5) The vote necessary for removal shall be a majority of all Unit Owners, including those voting by proxy or absentee ballot.

(6) If any member or members of the Board of Directors is removed at the

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special meeting, the vacancy(ies) shall be filled by the remaining Directors in the manner provided herein. If all Directors are removed at the special meeting, an election shall be held at the special meeting to fill the vacancies for the remainder of the term or terms of office. The Members may for such purpose recess or adjourn the meeting for a period not to exceed thirty (30) days, with a call to reconvene for the purpose of the election at a specific date, time and place.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within the State of Florida, designated in the notice of any such meeting, or notice of which is properly waived.

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other Officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other Officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board, with or without cause.

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B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a Florida corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent, or disabled, or at the request of the Secretary.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer shall perform the duties of Treasurer when the Treasurer is absent, or disabled, or at the request of the Treasurer.

F. The compensation of all Officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the Owner(s) of each Unit, the amount of each assessment against the Owner(s) of each Unit, the due date thereof, all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt for, and in advance of, each calendar year, a budget conforming to the requirement of the Florida FS 718 Condominium Act (as amended) and the Declaration showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements (except those portions of Limited Common Elements modified by an Owner - - see Article VI-B of the Declaration of Condominium), wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association, reserve accounts as required by the Declaration of Condominium and any other reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished each affected Member. Delivery (or non-delivery) of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

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C. A copy of the proposed annual budget of the Association shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) percent of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, such budget may not thereafter be re-examined by the Unit owners in the manner hereinabove set forth.

D. In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments or betterments to the Condominium property.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

G. An audit of the accounts of the Association, if required by FS 718, as amended, shall be made annually by a Certified Public Accountant, and a copy of the report shall be mailed or furnished by personal delivery to each Member not later than April 1 of the year following the year for which the report is made. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications. Provided, however, this sub-section's requirements may be waived each year, by action of 60% of the Directors.

H. Fidelity bonds shall be required by the Board from all Officers, Directors, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount required by law.

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The premiums on such bonds shall be paid by the Association. All fidelity bonds maintained by the Association shall provide that such bonds may not be cancelled or substantially modified (including cancellation for non-payment by premium) without at least ten (10) days prior written notice to the Association (or to any Insurance Trustee) and to each servicer of a mortgage held by the Federal National Mortgage Association. However, bonds shall not be mandatory if the Florida Statutes subsequently do not require them.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall guide the conduct of Association proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

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Amendments to these By-Laws may be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting Chief Executive Officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the Members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning a majority of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Collier County, Florida, within sixty (60) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

We hereby certify that the foregoing were adopted as the By-Laws of WTC CourtSide Association, Inc., a Florida corporation not-for-profit, at a meeting of the Board of Directors held on the 25th day of February, 2011 and ratified and approved by a vote of 30 (out of 40) Members of the Association at the March 17th, 2011 Annual Members' Meeting.

WTC CourtSide Association, Inc.

By: Carol C. Comeaux
CAROL C. COMEAUX, PRESIDENT

By: J. Vodrey
JACKMAN S. VODREY, SECRETARY

STATE OF FLORIDA
COUNTY OF COLLIER

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Carol C. Comeaux, President, and Jackman S. Vodrey, Secretary, of WTC CourtSide Association, Inc., a Florida not-for-profit corporation. They are personally known to be the persons described in and who executed the foregoing instrument or have produced N/A as identification, and acknowledged before me that they executed the same on behalf of the corporation and affixed the corporate seal thereto.

WITNESS my hand and official seal in the State and County last aforesaid, this 11th day of April, 2011.

Notary Public State of Florida
Rachel Hansen
My Commission DD778309
Expires 04/13/2012

Rachel Hansen
Notary Public
My Commission Expires:
4/13/2012

-EXHIBIT E OF MARCH 17, 2011 DECLARATION OF CONDOMINIUM, AS CITED ON PAGE 8, ARTICLE V-B & PAGE 9, ARTICLE VI-G, FOR WTC CourtSide Association, Inc.-

CONSTRUCTION AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2011, by and between WTC CourtSide Association, Inc. ("CourtSide"), a Florida not-for-profit corporation, of 3304-3310 Europa Drive, Naples, Florida 34105, on the one hand, and on the other hand _____ ("Owner"), of 33___ Europa Drive, Unit # ___, Naples, Florida 34105, who is the owner of the following described condominium unit (the "Unit"):

Unit # ___ of WORLD TENNIS CENTER "I" (now known as WTC CourtSide Association, Inc.) a Condominium, according to the Declaration of Condominium thereof (the "Declaration"), recorded on August 19, 1983 at O.R. Book 1037, Pages 1237 through 1315, inclusive, Public Records of Collier County, Florida, as amended by O.R. Book 2450, pages 2768 through 2842, inclusive, recorded August 13, 1998, and as also amended **? ? ? ? ? ? ? ? ?.**

This Agreement is made with reference to the following facts:

WITNESSETH:

A. Owner desires to modify the Limited Common Elements of their CourtSide building, specifically the _____, of Owner's Unit, in the manner shown in **Exhibit A**, attached hereto.

B. CourtSide is the condominium association for the property on which the Unit is located. CourtSide is responsible for the maintenance and protection of the condominium property, including modifications to the Limited Common Elements.

C. The parties agree that Owner may proceed with the _____ modifications, once approved, and upon compliance with the terms of this Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

1. <u>Agreements of CourtSide</u>:

a. Unit Owner must first obtain written permission through the adopted World Tennis Club, Inc. (WTC) Architectural Review Committee (ARC) process. The approval of the ARC Request must have the signature of the CourtSide designated representative (appointed by the CourtSide President), and the signature of the WTC ARC Chairperson (appointed by the WTC President).

b. After ARC approval, CourtSide will permit Unit Owner to modify the _____ as described in the ARC Request.

c. CourtSide will provide a representative to inspect the installation, during and after the work is done, to ensure that it meets the **Exhibit A** and ARC specifications.

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2. Agreements of Owner:

a. Owner shall be fully responsible for:

1. The construction of the modifications by a licensed and insured contractor, to the satisfaction and approval of CourtSide, and paying all of the charges and costs for such construction.

2. The maintenance, repair, painting, securing, and upkeep of the modifications.

3. For any damage to the roof, walls, or other CourtSide condominium property or the person or property of others which may result from the modifications.

4. Any increased costs incurred by CourtSide in connection with the maintenance, repair or replacement of the Common or Limited Common Elements resulting from the modifications, both now and at any future time.

5. Obtaining, at Owner's expense, the appropriate Collier County approvals and permits for the Exhibit A modifications.

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b. Owner agrees to indemnify, defend and hold harmless CourtSide, and its Members, Officers, Directors, Managers, Employees, Insurers and Agents, forever from any and all liability, claims, demands, controversies, damages, actions and causes of actions on account of personal injuries, death, loss of services or consortium, foregone employment, loss of wages, medical expenses, property damage, pain and suffering and any and all loss, expenses, and damage of every kind and nature, sustained by or hereafter resulting from the modifications or in case any part of the modifications is blown loose or otherwise comes away from its mountings, including, but not limited to, reasonable attorneys fees and costs (whether at the trial or appellate levels).

c. Should Owner fail to maintain the modifications in good condition and repair, as determined by the CourtSide Board of Directors, in their sole discretion, CourtSide may, after thirty (30) days written notice to Owner, make any required repairs, all of which will be done at Owner's expense and included on Owner's next quarterly invoice for assessments.

d. Owner shall allow CourtSide reasonable access during business hours for the purposes described in Paragraphs 1(c) and 2(c) above.

e. Owner shall be fully responsible for maintaining adequate hazard/casualty insurance for full insurable value, replacement cost, or similar coverage on said modifications, in accordance with FS 718.111 - (11) - (g) - 1. (as amended), since said modifications will "*benefit fewer than all unit owners*" in CourtSide. Owner further agrees to name CourtSide as an additional named insured and loss payee on said insurance policy. If CourtSide, in the future, incurs any costs or expenses for insurance resulting from said modifications, Owner will immediately reimburse CourtSide for such costs or expenses.

f. All costs or charges of any nature which Owner may ever owe to CourtSide under this Agreement, including but not limited to those charges specified in Paragraphs 2(a)(3), 2(a)(4), 2(b), 2(c), 2(e), and 3(f) of this Agreement, shall be chargeable to Owner as a regular assessment and enforceable as an assessment pursuant to Section 718.116, Florida Statutes (as amended), specifically including the right of CourtSide to file a lien against Owner's Unit and to foreclose the lien.

3. General Provisions:

a. No waiver, alteration, or modification of the terms and conditions of this Agreement shall be binding unless said waiver, alteration, or modification is in writing and signed by a duly authorized representative of each party.

b. The illegality or invalidity of any part of this Agreement shall not impair any other terms of this Agreement, all of which shall remain in full force and effect.

c. Subject to the provisions herein contained, this Agreement shall inure to the benefit of and be binding on the parties to this Agreement, their successors, trustees, assigns, receivers, and legal representatives, but shall not inure to the benefit of any other person, firm, or corporation.

d. This Agreement shall be governed according to the laws of Florida and any action under this Agreement shall be brought only in Collier County, Florida.

e. If either party hires an attorney to enforce its rights under this Agreement, the prevailing party shall be entitled to be reimbursed by the other party for its attorney's fees and cost, whether or not litigation is commenced, and through any appeal. Further, if CourtSide determines, in its sole discretion, that it is appropriate to hire an attorney to determine its rights under this Agreement or to enforce the terms of this Agreement, all of the resulting attorney fees shall be a charge to Owner, whether or not litigation or arbitration is commenced.

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f. This Agreement (including Exhibit A) will be recorded by CourtSide in the Public Records of Collier County, Florida, for the purpose of being placed in Owner's chain of title, at OR Book ____, Page ____, as well as OR Book ____, Page ____, so that subsequent owners of the Unit will be aware of the existence of this Agreement and of the fact that they will be responsible for Owner's performance under this Agreement. The recording costs thereof shall be added to Owner's next quarterly assessment invoice.

EXECUTED in duplicate originals by the parties hereto in Collier County, Florida, on the date shown in Paragraph 1 above.

WTC COURTSIDE ASSOCIATION, INC. **OWNER(s)**

by: _____ _____

, President

STATE OF FLORIDA

COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared _____ as President of WTC CourtSide Association, Inc., to me known to be the person described in, who is personally known to me, or who provided _____ as identification, and who executed the foregoing instrument and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

NOTARY:

_____

Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared _____ (Owner) to me known to be the person described in, who is personally known to me, or who provided _____ as identification, and who executed the foregoing instrument and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2011.

NOTARY:

_____

Name: _____

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RETURN TO PREPARER : This instrument prepared by David E. Leigh, Esq.,
THE NEWGATE TOWER, 5150 TAMIAMI TRAIL NORTH, SUITE 501, NAPLES, FLORIDA, 34103
TELEPHONE: 239-435-9303

JSV/WORD/COURTSIDE/LCE MODIFICATION 2-25-11.DOC

(See **Exhibit A**, following)

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CourtSide
WTC Phase I Association, Inc.
4802 Airport Road
Naples, Florida 34105

Rules, Regulations & Architectural Guidelines 2010

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WTC Phase 1 Association, Inc.
Rules, Regulations &
Architectural Guidelines
R&Rs Adopted 2006
AGs Adopted 2007
1st Revision R&R and AGs, April 20, 2009
2nd Revision May 6, 2010

- Note - - -the name of WTC Phase I Association, Inc. was changed by filing "Second Amended and Restated Articles of Incorporation" on March 28, 2011 with the Florida Secretary of State, Division of Corporations . The amended name is now:

WTC CourtSide Association, Inc.

The Rules, Regulations & Architectural

INTRODUCTION

This publication contains the Rules & Regulations and Architectural Guidelines of the WTC Phase 1 Association, also known as CourtSide. Both documents have been revised and combined to create one easy to use document.

Please keep this document with your other Association documents and we recommend that you provide this information to tenants or guests who occupy your unit for their reference and convenience.

WTC Phase 1 is a sub-Association of the World Tennis Club, Inc. (WTC). WTC, the master Association, has its own Rules and Regulations and Governing Documents, which apply to all owners, their family, tenants and/or guests. In cases where the WTC documents differ from those of Phase 1, the more restrictive rule, regulation or restriction shall apply. If you have any questions, please contact our Community Association Manager at (239) 263-5068 or World Tennis Club, 4802 Airport Road, Naples, Florida 34105.

We encourage all Unit Owners to obtain and review a copy of the WTC Rules and Regulations and a current WTC Telephone Book, available in the WTC Management Office.

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COMPLIANCE & DEFAULT

Under the Articles of Incorporation the Association has the power to levy fines against owners for violation of the Rules, Regulations & Architectural Guidelines adopted for the Association and for violations of the Official Documents. One written notice of violation(s) shall be given to Owners. If the violation is not remedied within a reasonable period of time then a fine may be imposed. At the request of the Owner who is said to be in violation, a committee of owners (excluding Board members) shall be appointed by the Board of Directors to report to the Board if the complaint against said Owner is valid and if a fine should be levied and/or to recommend appropriate remedial action to be taken (F.S. 716.303(3).

EMERGENCY NUMBERS

To report a fire, medical emergency or other life-threatening situation **DIAL 911**

Call the sheriff's office 774-4434 to report suspicious or potentially dangerous person(s) or activity.

EMERGENCY	**911**
Sheriff's Office	**774 - 4434**
Florida Fish and Wildlife	**643 - 4220**
Poison Control Center	**1 (800) 282 - 3171**

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COMMONLY CALLED NUMBERS

WTC Manager's Office	263 - 5068
Pro Shop	263 -7411
Café	263 - 8148
Comcast (Cable TV)	793 - 3577
Florida Power and Light	262 -1322
Collier County Public Health	774 - 8200
Waste Management	252 - 2380

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RULES & REGULATIONS

Access and Utility Closet Keys

Owners must provide keys to the Manager for all points of access into the unit (including outside gates and storm shutters) as well as keys to the utility closet.

Barbeque (outdoor cooking)

Cooking with an electric grill only is permitted on rear terraces, lanais and balconies. Propane and charcoal grills may not be used in such areas.

Bird/Animal Feeders or Houses

Bird/Animal feeders or houses are expressly forbidden in any common or limited common areas (this includes terraces, lanais and balconies) or on any building or unit.

Building Appearance and Maintenance

Board of Directors approval is required for anything which would otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from other units. Nothing, except flower pots weighing less than 50 pounds in total (wet), may be hung, affixed or attached to railings. A protective covering must be placed on the railings before hanging, affixing or attaching any flower pots which must be hung on the inside of the railings.

On terraces, lanais and balconies, decorations of a seasonal nature may be temporarily displayed during said season provided no damage to exterior walls, doors, railings or floors is caused as a result of the installation. Owners are responsible to ensure removal prior to departure for the season and in advance of a named storm.

- Means of ingress and egress must be kept clear at all times.
- Drying racks are to be placed on rear terraces, lanais or balconies only.
- No Owner shall be allowed upon the roof of any building for any reason.

Contractors

Contractors hired to perform electrical, plumbing or structural work on condominium property must be licensed and insured. If a permit is required, the permit must be properly posted until all work is completed and inspected accordance with Collier County requirements.

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Dangerous Substances

No inflammable, combustible or explosive fluid (including propane tanks of any size), or chemical substance, shall be kept inside or within 10 feet of any Unit or Limited Common Element, except those necessary and suited for normal household use, such as cleaning supplies.

Exterior Color & Style of Doors, Windows, Screens, Fixtures or Equipment

Board of Directors approval is required to remove or change the style, pattern, material, texture or outside color of doors, windows, screens, fixtures or equipment. Painting of exterior of any non-glass door is the responsibility of the Owner. Only the approved paint type and color are to be used on the doors; the Manager has this information. Individual Owners must pay for the repair and maintenance of all doors and the inside trim thereof. It shall be at the cost of the Association for repairs to the jamb, sill, and outside trim of such doors. Wood frames for all windows shall be repaired and maintained by the Association.

Exterior Floors/Walls within Limited Common Areas

Owners are responsible for maintaining, replacing, and keeping in good repair the surface of the floor and the interior surface of any parapet of the unit's terrace, lanai or balcony which is a limited common element (reserved for exclusive use of the unit it serves).

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Flag Installation & Display (F.S. 718.113(4)

Owners are permitted to install and display one U.S. flag. U.S. armed forces (Army, Navy, Air Force, Marines or Coast Guard) flags are permitted, but only on holidays. The flag shall be hung beside the front entrance and displayed in accordance with accepted flag etiquette and only while the owner is in residence. No flag shall be larger than 3 feet by 5 feet. Association and ARC approval is required prior to installation.

Garbage (Trash)

All trash must be placed inside dumpster or appropriate recycle bins. All boxes must be flattened. Disposal of items such as furniture, large appliances and contractor's debris in the dumpsters or the dumpster enclosure areas is strictly forbidden. Owners will be charged clean-up and/or all removal costs for violations committed by themselves, their guests, their contractors, or their tenants. Dumpster enclosure must be kept closed at all times.

Hurricane Preparedness and Other Emergency Situations

Owners must remove all carpets, furniture, plants and other objects from the unit's terraces, lanais and balconies before leaving for the season and when a named storm is approaching. Failure to comply shall result in the Owner(s) being billed for all costs incurred by the Association to remove items left outside or for the repair of damage caused by items left on limited common elements.

In their absence, Owners must arrange to have a responsible caretaker act on their behalf in the event of any damage to their unit. The name and contact information of any designated caretaker must be provided to the Manager.

Hurricane/Storm Shutters (F.S. 718.113(5)

Board of Directors and WTC Master Association Architectural Review Committee (ARC) approvals in advance of installation are required. Only white or transparent Accordion-Style shutters, where possible, and White or transparent Roll-Style, where necessary to conform to the buildings' architecture, are permitted. Shutters must conform to current hurricane codes and must be installed by licensed contractors. All work must be done with proper permits. Shutters must be properly maintained. Plywood coverings are not permitted.

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Interior Flooring

If ceramic tile flooring, hardwood flooring or other hard surface flooring is installed in second floor units, it shall be applied over a resilient membrane that is both sound absorbing and provides a mold inhibiting moisture barrier. Suggested membrane materials include, but are not limited to, Whisper Mat or Protecto Wrap that has a minimum Sound Transmission Class (STC) rating of 70. Written Association approval is required prior to installation of hard surfaced flooring. Contact the Management Office for information concerning approved materials and procedures for obtaining approval as well as setting up Management inspection to be performed during the installation process. Unapproved installation of hard surface flooring is subject to removal, at the owner's expense.

Limited Common Floor Surfaces

No glued down carpet is to be installed on terraces, lanais or balconies. Owners must obtain Board of Directors approval before the installation of exterior tile floors; installations must include a waterproof membrane. All exterior tiled floors must be sealed with an appropriate grout sealing product on an annual basis. Owners must sign an indemnification agreement indicating that they are responsible for any damage caused by the tiling of the floor.

Mail Boxes & Keys

Owners are responsible for replacement of keys and/or repairs to individual mail

Noise

Nothing that would cause a disturbance to neighbors shall be permitted to be installed or used on any outdoor area, terrace, lanai or balcony. This includes, but is not limited to, speakers, TVs, Radios, and musical instruments.

Satellite Dishes

Prior to installation, Owner must fill out an ARC Request and comply with the established policy of the Board of Directors of World Tennis Club, Inc. (Master Association) which states, in part, that the dish cannot exceed one meter (39") in size; that the dish, wiring and all other apparatus used to install the satellite dish do not encroach on any portions of property which are not within the owner's exclusive use or control and that the Owner must sign a Hold Harmless Agreement.

Screen /Storm Doors

Installation or replacement of screen doors, storm doors or combination thereof, are subject to Association approval, as to style and color, prior to installation or replacement.

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Smoke/Fire Detectors

Owners are required to have installed a minimum of two dual-sensor hard-wired smoke and fire alarm units. Owners should conduct regular checks to ensure units are working properly. The Association may conduct periodic inspections with prior notice.

Use Restrictions

All units are considered single family residences. No subletting or renting of only a part of any unit is permitted. The number of occupants of a unit is limited to two persons per bedroom plus two additional persons. No business which uses the address of any condominium unit in Phase I in advertising or generates traffic to the unit is allowed to operate from any unit of the condominium property.

Window and Door Coverings

Board of Directors approval is required to cover, from inside or outside, doors and/or windows which would render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with white or off-white colored material. Also, refer to Screen/Storm Doors.

Only non-reflective (non-mirrored) clear or gray-colored protective window film is allowed. Owner is responsible for upkeep and replacement of film, as necessary, to maintain a pleasing appearance from the exterior of unit. All existing window

Architectural Guidelines

The Phase 1 (a.k.a. CourtSide) Board of Directors, in a effort to ensure the soundness of our buildings, provide for the safety of our owners, their family and their guests, to maintain and enhance our property and property values, and to comply with our governing documents, F.S. 718.113(3), County laws and Collier County building codes have adopted the following Architectural Guidelines.

All alterations to the Common or Limited Common Element of Phase 1 (a.k.a. CourtSide) shall require approval of the Phase 1 Board of Directors. Alternatively, approval may be given by the duly appointed CourtSide representative if the requested alteration is the same as, or similar to, construction already approved by the Board, the Master Association (World Tennis Club, Inc. (WTC), the Architectural Review Committee (ARC) and Collier County, prior to commencement of construction.

A Request for Modification or New Construction form may be obtained at the Management Office. Once the form is completed, it should be returned to the Manager, for review and approval by Phase 1, the WTC and the ARC. Requests shall be accompanied by support information (e.g. drawings, pictures, materials and description of planned construction). If the work is being provided by a contractor, he should provide a proposal. Contractors must be licensed and insured if they will be performing work on the Common or Limited Common Element of Phase 1 or WTC.

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All construction shall be done in such a way as to preserve and maintain the original architectural style, appearance and architectural detailing, (e.g. foundation or slab, wooden beams, arbors, stucco, iron work or other trim and approved colors. No alteration shall be approved that would significantly change the exterior appearance of the unit or portions of the Limited Common Element as viewed from the Common Element.

Existing construction shall be "grandfathered" and shall be allowed to remain until such time as it is deemed detrimental to the safety of our property and our residents or requires extensive repair or replacement. Extensive shall mean any work which requires replacement of more than 25% of the existing structure. Such work will be considered the same as new construction and shall require the same approval procedures, permits, and be subject to the same requirements and restrictions.

Any owner wishing to make changes or modifications to the common or limited common element, as described in F.S. 718.113, must sign a standard CONSTRUCTION AND INDEMNIFICATION AGREEMENT, prior to approval and commencement of the project.

Interior Flooring

If ceramic tile flooring, hardwood flooring or other hard surface flooring is installed in second floor units, it shall be applied over a resilient membrane that is both sound absorbing and provides a mold inhibiting moisture barrier. Suggested membrane materials include, but are not limited to, Whisper Mat or Protecto Wrap that has a minimum Sound Transmission Class (STC) rating of 70. Written Association approval is required prior to installation of hard surfaced flooring. Contact the Management Office for information concerning approved materials and procedures for obtaining approval as well as setting up Management inspection to be performed during the installation process. Unapproved installation of hard surface flooring is subject to removal, at the owner's expense.

Caution

Owners performing alterations or changes to the interior or exterior portions of any Phase 1 unit, which were not inspected and approved and may result in damage or negatively affect the integrity of structural, electrical or plumbing systems of Common or Limited Common Element or to neighboring units shall be held liable for injury or loss to occupants of other units or negative impact to Common or Limited Common Element or neighboring units.

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Attention

A copy of all signed and approved permits should be retained by the owner and provided to subsequent owners of the unit.

Be advised that any interior alteration of a unit, whether performed by the owner or his contractors, which includes modification to structural, electrical or plumbing systems, that affect the Common Element or structural integrity of the building, may require a permit from Collier County and shall meet or exceed current Collier County Building Code and/or current Miami Dade Hurricane Code as adopted by Collier County. Refer to F.S. 718.113(3).

When a permit is required for either interior or exterior work, the permit(s) shall remain posted until construction has been completed, inspected and approved by the Collier County Building Inspector(s).

Only licensed and insured contractors shall be permitted to perform work on Phase 1 Common or Limited Common Element.

For your protection, the Board strongly suggests that owners check contractor's credentials (license and insurance) before allowing them to enter or perform work inside their units or on Common or Limited Common Element.