World Tennis Club Inc.©

GOVERNING DOCUMENTS

MERGER - COPORATE RESOLUTION - DECLARATION OF RESTRICTIVE COVENANTS
ARTICLES OF INCORPORATION – BYLAWS - AMENDMENTS

GOVERNING DOCUMENTS
FOR
WORLD TENNIS CLUB, INC.

(RECORDED JUNE 12, 1998, BOOK 2430, PAGES 0026-0056 AND AMENDED APRIL 18, 2001, BOOK 2809, PAGES 2093-2098 AND AMENDED AGAIN AUGUST 5, 2002, BOOK 3102 PAGES 3434-3435)

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2332312 OR: 2430 PG: 0019
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/12/98 at 01:08PM DWIGHT E. BROCK, CLERK
REC FEE 289.50
Retn:
BECKER & POLIAKOFF
13515 BELL TOWER DR #101
FT MYERS FL 33907

CERTIFICATE OF RECORDATION

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS WORLD TENNIS CENTER

ARTICLES OF INCORPORATION BY-LAWS WTC COMMUNITY ASSOCIATION, INC. WORLD TENNIS CLUB, INC.

I HEREBY CERTIFY that the purpose of this Certificate of Recordation is to record that certain Articles of Merger filed with the Secretary of State on the 26th day of May, 1998 regarding that certain merger of WTC Community Association, Inc. and World Tennis Club, Inc. The merger of the two Corporations and attached Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 20th day of May, 1998. The original Declaration of Covenants, Conditions, Restrictions and Easements for World Tennis Center is recorded at O.R. Book 1037, at Page 1156 et. seq. of the Collier County Public Records. The surviving corporation shall be World Tennis Club, Inc.

The Articles of Merger as filed with the Secretary of State, incorporating the Plan of Merger are attached hereto. The Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements of World Tennis Center is also attached hereto. The Amended and Restated Articles of Incorporation of World Tennis Club, Inc. are also attached. The Amended and Restated By-Laws of World Tennis Club, Inc. are also attached.

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

WITNESSES:
(TWO)

Thomas Keller
Signature

Thomas Keller
Printed Name

Heather J. Hoder
Signature

Heather J. Hoder
Printed Name

WORLD TENNIS CLUB, INC.

BY: Jerline K. Hembree
Jerline K. Hembree, President

Date: 5/26/98

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 26th day of MAY, 1998 by Jerline K. Hembree as President of World Tennis Club, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ (type of identification) PERSONAL as identification and did take an oath.

James B. Foster
Notary Public

JAMES B. FOSTER
Printed Name

JAMES B. FOSTER
NOTARY PUBLIC
STATE OF FLORIDA
My Comm Exp 3/22/2002
No CC 726154
X Personally Known [ ] Other I D

My commission expires: 3-22-2002

FILED
98 MAY 26 AM 8:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF DOMESTIC CORPORATIONS INTO WTC COMMUNITY ASSOCIATION, INC., THEREAFTER TO BE KNOWN AS WORLD TENNIS CLUB, INC.

Pursuant to the provisions of Florida Statute 617.1101 of the Florida Corporations Not For Profit Act, the undersigned Corporations adopt the following Articles of Merger for the purpose of merging them into one Corporation:

FIRST: The following Plan of Merger was approved by the Board of Directors of each of the undersigned Corporations in the manner prescribed by the Florida Corporations Not for Profit Act, Section 617.1103(1)(a). A copy of each corporate Resolution is attached hereto as Exhibit "A" and "B" and made a part hereof.

SECOND: Each of the undersigned Corporations have determined by and through their Board of Directors and members that it is more efficient and is in the best interest of each Corporation to merge into WTC COMMUNITY ASSOCIATION, INC., thereafter to be known as WORLD TENNIS CLUB, INC., a not-for-profit Florida corporation. It is the intent of this merger for the surviving corporation to administer the common properties known as "World Tennis Center" and the "Tennis Club Facility."

THIRD: Written notice setting forth the proposed Plan of Merger has been given to each member entitled to vote at either an annual or a special meeting in accordance with existing Articles of Incorporation and Bylaws of each of the undersigned Corporations.

FOURTH: As to each of the undersigned Corporations, pursuant to Florida Statute 617.1105(2), the date of the meeting of members at which the Plan of Merger was adopted, the number of members entitled to vote on the Plan of Merger, whether a quorum was established, a statement that the number of votes cast for the merger was sufficient for approval, and the vote on the plan are as follows:

Name	Date of Meeting	No. of Members To Vote	Quorum	Sufficient Approval	No. of Votes Cast in Favor
WTC Community Association, Inc.	May 20, 1998	252	168	168	179
World Tennis Club, Inc.	May 20, 1998	252	168	168	179

FIFTH: In these Articles of Merger, WTC COMMUNITY ASSOCIATION, INC., thereafter to be known as WORLD TENNIS CLUB, INC., is the Corporation which will survive the merger.

SIXTH: With respect to the surviving Corporation, WTC COMMUNITY ASSOCIATION, INC., thereafter to be known as WORLD TENNIS CLUB, INC., there will be the following changes to its Articles of Incorporation:

(a) The name of the Corporation shall hereby be and become WORLD TENNIS CLUB, INC.

(b) The purposes and powers as set forth in Article III of its Articles of Incorporation shall be modified to read:

PURPOSE: The purpose for which the Association is organized is to provide an entity for the operation of WORLD TENNIS CLUB, INC., and the "Tennis Club Facility," as recorded in O.R. Book 1037, Page 1213, Public Records of Collier County, Florida, and WTC COMMUNITY ASSOCIATION, INC., as recorded in O.R. Book 1037, Page 1190, Public Records of Collier County, Florida, and for the ownership, maintenance, and operation of certain recreational and common facilities for the WORLD TENNIS CENTER complex located in Naples, Florida.

SEVENTH: With respect to this Plan of Merger, it shall become effective upon the date of filing with the Florida Department of State.

Signed, sealed and delivered in the presence of:

James B. Foster
JAMES B. FOSTER

NOEL JESUS A. SILANG

WTC COMMUNITY ASSOCIATION, INC.

By: Jerline K. Hembree
Jerline K. Hembree, President

By: Thomas M. Keller
Thomas M. Keller, Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Jerline K. Hembree and Thomas M. Keller, President and Assistant Secretary, respectively, of WTC COMMUNITY ASSOCIATION, INC., a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument and severally 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 20th day of May, 1998.

NOTARY PUBLIC STATE OF FLORIDA
HERBERT O. BROCK, JR.
COMMISSION # CC616696
EXPIRES 1-28-2001
BONDED THRU ASA 1-888-NOTARY1

Notary Public

My commission expires:_____

Signed, sealed and delivered in the presence of:

JAMES R. FOSTER

NOAL JESUS A. SILANG

WORLD TENNIS CLUB, INC.

By: Jerline K. Hembree
Jerline K. Hembree, President

By: Thomas M. Keller
Thomas M. Keller, Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Jerline K. Hembree and Thomas M. Keller, President and Assistant Secretary, respectively, of WORLD TENNIS CLUB, INC., a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument and severally 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 20th day of May, 1998.

Notary Public

My commission expires:_____

NOTARY PUBLIC STATE OF FLORIDA
HERBERT O. BROCK, JR.
COMMISSION # CC616696
EXPIRES 1-28-2001
BONDED THRU ASA 1-888-NOTARY1

EXHIBIT "A"

CORPORATE RESOLUTION
OF
WTC COMMUNITY ASSOCIATION, INC.

At a properly noticed meeting of the Board of Directors of WTC COMMUNITY ASSOCIATION, INC., held this 16th day of February, 1998, at 4802 Airport Road, Naples, Florida 34105, with a quorum present, upon motion duly made and seconded, it was:

RESOLVED that the Plan of Merger and Articles of Merger by which WTC COMMUNITY ASSOCIATION, INC., and WORLD TENNIS CLUB, INC., shall be merged into one corporation, with the surviving corporation being WTC COMMUNITY ASSOCIATION, INC., thereafter to be known as WORLD TENNIS CLUB, INC., are approved by this Board of Directors, and that this Plan of Merger be submitted to a vote at a meeting of the members entitled to vote on the Plan of Merger at the next annual or special meeting of the Association;

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned.

WTC COMMUNITY ASSOCIATION, INC.

By: _____
Jackman S. Vodrey, Secretary

EXHIBIT "B"

CORPORATE RESOLUTION
OF
WORLD TENNIS CLUB, INC.

At a properly noticed meeting of the Board of Directors of WORLD TENNIS CLUB, INC., held this 16th day of February, 1998, at 4802 Airport Road, Naples, Florida 34105, with a quorum present, upon motion duly made and seconded, it was:

RESOLVED that the Plan of Merger and Articles of Merger by which WTC COMMUNITY ASSOCIATION, INC., and WORLD TENNIS CLUB, INC., shall be merged into one corporation, with the surviving corporation being WTC COMMUNITY ASSOCIATION, INC., thereafter to be known as WORLD TENNIS CLUB, INC., are approved by this Board of Directors, and that this Plan of Merger be submitted to a vote at a meeting of the members entitled to vote on the Plan of Merger at the next annual or special meeting of the Association;

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned.

WORLD TENNIS CLUB, INC.

By:_____
Jackman S. Vodrey, Secretary

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WORLD TENNIS CENTER

This is the Amended and Restated Declaration of World Tennis Center.

BACKGROUND

A. This Amended and Restated Declaration of Covenants, Conditions and Restrictions amends and restates the July 27, 1983, Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center, originally filed in the Public Records of Collier County, Florida at O.R. Book 1037, Page 1156, and as previously modified by supplemental Declarations listed on Exhibit "A" attached hereto.

B. In order to (i) insure that such general plan of development is adhered to; (ii) establish certain continuing relationships in the form of mutual rights and obligations between Developer and the persons who acquire ownership of residential living units developed in World Tennis Center by Developer, and their respective successors, with respect to use, enjoyment and maintenance of certain areas and facilities (hereafter described) within World Tennis Center and (iii) protect, preserve, and enhance the value of the World Tennis Center, this Declaration, establishing certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land shall be binding upon, enforceable against and inure to the benefit of all such present and future owners of property developed within World Tennis Center and shall run with title to the land hereby and hereafter subjected to it.

ARTICLE I

DEFINITIONS

Section 1. The following terms when used in this Declaration shall have the following meanings:

(a) **"Articles"** means the Articles of Incorporation of the Association, as hereafter defined.

(b) **"Association"** shall mean and refer to the World Tennis Club, Inc., a non-profit Florida corporation, whose purpose is to own and administer the Common Properties and Tennis Club Facility, as hereafter defined, in accordance with the provisions of this Declaration and the governing documents of the Association.

(c) **"Board"** means the Board of Directors of the Association.

(d) **"By-Laws"** means the By-Laws of the Association.

(e) **"Common Assessment"** shall mean the charge against each Owner and his Residential Living Unit, representing a portion of the total costs to the Association of owning, maintaining, improving, repairing, replacing, managing and operating the Common Properties and Tennis Club Facility.

(f) **"Common Expenses"** shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacements of the Common Properties and Tennis Club Facility (including unpaid Special Assessments) including those costs not paid by the Owner responsible for payment; the costs of any and all commonly metered utilities, cable or master television charges, and other commonly metered charges for the Common Properties and Tennis Club Facility; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, landscaping and other services benefitting the Common Properties and Tennis Club Facility; and all recreational facilities thereon; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties and Tennis Club Facility; the costs of bonding of the members of the management body; taxes paid by the Association, including real property taxes for the Common Properties and Tennis Club Facility; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Properties or Tennis Club Facility, or portions thereof; and the costs of any other expenses incurred by the Association for any reason whatsoever in connection with the Common Properties and Tennis Club Facility for the benefit of all of the Owners.

(g) **"Common Properties"** shall mean and refer to the real property as described in the legal descriptions incorporated or appended to the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center found in the Public Records of Collier County, O.R. Book 1037, Page 1156, and such additional portions of the Properties as may be so designated by Supplemental Declarations hereto, and which are intended to be devoted to the common use and enjoyment of the owners of the Properties as described in Exhibit "B" hereto.

(h) **"Developer"** means Warrenton Enterprises Corporation, a Florida Corporation (successor to World Tennis Center Associates), and its successors and assigns who acquire title to any portion of World Tennis Center for the purpose of development so long as Developer assigns its

rights hereunder to such persons or entity by express assignment or by operation of law.

(i) **"First Mortgagee"** shall mean and refer to an Institutional Lender, as hereafter defined, which holds a first mortgage encumbering a Residential Living Unit, as hereafter defined, and which has notified the Association in writing that it holds same.

(j) **"Homeowner or Condominium Association"** shall mean and refer to any corporation, so identified in a declaration of restrictions or condominium filed by Developer with respect to any portion of the Properties which association exists for purpose of administering and maintaining such portion of the Properties. Such terms are used interchangeably herein.

(k) **"Institutional Lender"** shall mean and refer to a commercial or savings bank, savings and loan association, mortgage company, life insurance company, credit union, pension fund, business trust or governmental agency or corporation, including, but not limited to, a real estate investment trust, or any assignee of a loan made by any such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.

(l) **"Lakes"** shall mean and refer to any area designated in a Supplemental Declaration as "Lake".

(m) **"Land Use Documents"** shall mean this Declaration, the Articles, and By-Laws as herein defined.

(n) **"Member"** shall mean and refer to an Owner, as hereafter defined, who is a member of the Association as provided in Article III hereof.

(o) **"Non-proprietary Facilities Users"** shall mean and refer to persons who are non-owners but are permitted to use the tennis club facilities.

(p) **"Notice"** shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth herein; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Collier County, Florida; or

(iii) Notice given in any other manner provided in the By-Laws of the Association.

(q) **"Open Space"** shall mean and refer to those portions of the Properties so designated in any Supplemental Declaration pursuant hereto which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and parking area (except, however those Tennis Club Facilities used exclusively for recreational purposes), as such term is defined in the current Collier County Building and Zoning Code.

(r) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residential Living Unit developed by Developer upon any portion of the Properties subject hereto but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any holder of a mortgage encumbrancing a Residential Living Unit unless and until such holder has acquired title thereto pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

(s) **"Properties"** shall mean the 71.28 acres of real property described in Exhibit "1" of the original 1983 Declaration.

(t) **"Residential Living Unit"** shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family. The term "Residential Living Unit" shall include a unit in a condominium submitted on the Properties.

(u) **"Restricted Common Properties"** shall mean that portion of the Common Properties on which automobile parking spaces, designated for the exclusive use of particular Owners, are, from time to time, constructed and existing.

(v) **"Roads"** shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts and avenues, including the entire right-of-way, as from time to time are improved and exist within any portion of the Properties subjected hereto by this or a Supplemental Declaration.

(w) **"Special Assessments"** shall mean a charge against a particular Owner and his Residential Living Unit, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration, or charges against all Owners under Article VI, Section 5 hereafter.

(x) **"Tennis Club Facility"** means the real property legally described on Exhibit "C" hereto, on which are situated certain recreational facilities including tennis courts, stadium, clubhouse, restaurant and a swimming pool, the use of which will be made available to all Owners and may be made available by Board action to Non-Proprietary Facilities Users.

(y) **"Unimproved Living Unit"** shall mean and refer to a Residential Living Unit owned by, or located on land owned by the Developer, for which a certificate of occupancy has not been issued by the appropriate governmental authority or which has not been conveyed by the Developer to a Member of the Association.

Note: definition (z) "A.R.C." added, see 2001 amendment [OR:2809 PG:2093] at the end of this Declaration.

ARTICLE II

OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and use and enjoyment in, to and over (i) the Common Properties and (ii) the Tennis Club Facility which shall be appurtenant to and shall pass with title to every Residential Living Unit, subject to the following provisions:

(a) The right of the Association to reasonably limit the number of guests of Owners using the Common Properties and Tennis Club Facility, respectively.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties and Tennis Club Facility, respectively.

(c) The right of the Association in accordance with its Articles of Incorporation and By-Laws and this Declaration, with the vote or written assent of two-thirds (2/3) of the Board to borrow money for the purpose of providing operating capital or improving the Common Properties or Tennis Club Facility, respectively, and subject to the provisions of Article V of this Declaration, to mortgage, pledge, or hypothecate any or all of the real or personal property, respectively owned by the Association, as security for money borrowed or debts incurred. Provided further that the rights of any mortgagee shall be subordinated to the use and enjoyment rights of the Owners herein, and that total borrowings existing at any one time in excess of Seven Hundred and NO/100 Dollars ($700.00) per owner shall require prior approval of a majority of the Owners.

(d) The right of the Association to suspend the voting rights and right to use the Common Properties or Tennis Club Facility (except to the extent needed as a means of ingress and egress) of an Owner for any period during which any assessment or dues against or due from his Residential Living Unit remains unpaid and delinquent; and for a period not to exceed ninety (90) days for any single infraction of the published rules and regulations of the Association provided that any suspension of such voting rights or right to use the Common

Properties, or Tennis Club Facility shall be made only by the Board of Directors of the Association, after notice and an opportunity for a hearing as provided in the By-Laws of the Association.

(e) Subject to the provisions of Article V of this Declaration, the right of the Association to dedicate, release, alienate or transfer all or any part of the Common Properties or Tennis Club Facility, respectively, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective, unless Members entitled to cast two-thirds (2/3) of the voting interests of the Members (excluding Non-Proprietary Facilities Users of the Tennis Club Facility), agree to such dedication, release, alienation or transfer.

(f) The right of the Developer (and its sales agents, tenants, and representatives) to the non-exclusive use of the Common Properties and Tennis Club Facility and the facilities of each, without charge, for sales, leasing, display, access, ingress, egress and exhibit purposes. (Note: see 2001 amendment [OR:2809 PG:2094] at the end of this Declaration.)

(g) The right and obligation of the Association to designate, for applicable properties, one (1) automobile parking space per Residential Living Unit located on the Common Properties as Restricted Common Property to be used exclusively by the Owner of each such Residential Living Unit and to make same appurtenant to each such Residential Living Unit. This shall not apply to Homeowners' Associations.

(h) The right of all persons to whom use of the Tennis Club Facility is extended by the Association to use the Common Properties for ingress and egress thereto.

Section 2. Delegation of Use. Any Owner may extend or delegate, as the case may be, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, or to his tenants and contract purchasers who reside in his Residential Living Unit, subject to reasonable regulation by the Board. Use and enjoyment of the Tennis Club Facility may only be extended and delegated as provided by the By-Laws.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Properties and Tennis Club Facility only within spaces and areas clearly marked for this purpose. The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement on Roads, including the removal of any violating vehicle by those so empowered.

Section 4. Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Common Properties and Tennis Club Facility reserved herein, there shall be, and Developer hereby reserves and covenants for itself with respect to all portions of the Properties, whether or not presently subjected to this Declaration and for and on behalf of all future Owners within World Tennis Center, that Developer and each and every Owner shall have

a non-exclusive easement appurtenant to such property as each owns, for pedestrian and vehicular traffic over all Roads within the Common Properties, subject to the parking provisions set forth in Section 3 of Article II hereof.

Section 5. Easements for Public Service Use. In addition to the foregoing easements over the Common Properties and Tennis Club Facility, there shall be and Developer hereby reserves and covenants for itself and all future Owners within World Tennis Center, easements and the right to grant same for public services, including, but not limited to, utilities and the right of the police to enter upon any part of the Common Properties or Tennis Club Facility for the purpose of enforcing the law.

Section 6. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association or release the Residential Living Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or of the Tennis Club Facility or by abandonment of his Residential Living Unit.

ARTICLE III

MEMBERSHIP IN ASSOCIATION

Section 1. Owners' Memberships. Every Owner of a Residential Living Unit, and the Developer shall be a Member of the Association, and no Owner shall have more than one membership in the Association (provided that ownership of more than one Residential Living Unit shall entitle an Owner to one membership for each Unit). Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner's Residential Living Unit, and every membership of an Owner in the Association shall be appurtenant to and inseparable from ownership of his Residential Living Unit. Ownership of such Residential Living Unit shall be the sole qualification for membership of an Owner in the Association.

Section 2. Non-Proprietary Facilities Users.

(a) The Board of Directors may permit non-members of the Association to use the Tennis Club Facilities operated by the Association as non-proprietary users. Non-Proprietary users of the Tennis Club Facilities shall be considered members during the period for which they have paid their dues or use fee (as set by the Board) and shall be entitled to all of the privileges of other Members except that (1) they shall not be entitled to vote at membership meetings, and (2) shall not have any rights upon dissolution or liquidation of the Association, including any right to share in the distribution or receive any part of the Association's property.

(b) Non-Proprietary Users shall be divided into two subclasses:

(i) Class I Non-Proprietary Users shall be those individuals, not owners or lessees of a Residential Living Unit at World Tennis Center, who, after approval by the Board of Directors

as set forth in this Article, shall have the privilege of using the Tennis Club Facilities on a continuing basis, on payment of dues. The Board shall set the number of Class I Non-Proprietary Users at any time.

(ii) Class II Non-Proprietary Users shall be those individuals not owners or lessees of a residential unit at World Tennis Center who pay a fee, determined from time to time by the Board, for the privilege of using the Tennis Club Facilities for a period of from one hour to one week. The Board may, in its discretion, limit use of the facilities by Class II Non-Proprietary Users to specific times and dates. Ticket-purchasing members of the public during tennis tournaments held at the Club shall be considered to be Class II Non-Proprietary Users throughout the tournament events for which their ticket applies.

(c) Non-Proprietary Facilities Users shall be entitled to use the Tennis Club Facilities subject to the provisions hereof and such rules and regulations as may be from time to time adopted and upon payment of such dues and charges as the Board from time to time establishes.

Non-Proprietary Facilities Users shall retain such status and their privileges with respect to the Tennis Club facilities for such period of time as they have paid dues or fees. Such privileges will be cancelable at the end of such period.

(d) Selection of Class I Non-Proprietary Facilities Users will be in accord with specific policies from time to time established by the Board. The following general criteria will be adhered to:

(i) Such users must be financially able to pay for dues and charges.

(ii) Candidates to become Class I Non-Proprietary Facilities Users will be reviewed and considered on the basis of time of submission of an application therefor, the earlier being considered first.

(iii) Such Class I Users must be persons who have demonstrated that they are capable of abiding by the Tennis Club Facilities rules.

(iv) All Class I candidates may be required to submit an application and attend a personal interview if requested.

(e) Class II Non-Proprietary Facilities Users shall be selected in the manner and be subject to such rules as the Board from time to time determines by rule or resolution.

ARTICLE IV

VOTING RIGHTS

The voting rights of the Members shall be established by the Articles or By-Laws of the Association.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION AND CLUB

The Association, acting through its Board of Directors, shall have such powers and duties with respect to the Common Properties and Tennis Club Facility, respectively, as are provided for in its Articles of Incorporation and By-Laws.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Residential Living Unit now or hereafter owned by Developer within World Tennis Center and subjected to this Declaration and each successor Owner of any Residential Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual Common Assessments for Common Expenses and (ii) Special Assessments, such Assessments to be established and collected as hereinafter provided. Unimproved living units should not be subject to such Assessments. Such Assessments, together with interest, costs and reasonable attorneys' fees or the collection thereof, shall be a charge and secured by a continuing lien upon the Residential Living Unit against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Living Unit at the time when the assessment fell due. Subject to provisions of this Declaration delinquent assessments shall pass to and be assumed by the successors-in-title of such Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners, the Common Properties, and the Tennis Club Facility; and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and Tennis Club Facility and of the Residential Living Units situated upon the Properties, including but not limited to, the payment of insurance and taxes on the Common Properties and Tennis Club Facility, if any are assessed, and repair, replacement, and additions thereto, and for the cost of labor, equipment, bulk rate cable television service, materials, management and supervision thereof.

Section 3. Date of Commencement of "Common Assessments"; Due Dates; Assessment Period. The Common Assessment shall accrue in respect to each Residential Living Unit, subject to this Declaration, on the date of conveyance of such Residential Living Unit by the Developer to the first Owner thereof (hereafter called the "Commencement Date") and shall thereafter be due on the first day of every "Assessment Period" as such term is set by action of the Board of Directors of the Association.

Section 4. Amount of Common Assessments. The Board, in accordance with the requirements for a change of Common Assessments, as provided in this Article VI, may change the budget and level of Common Assessments at any annual meeting of the Board. For each 12-month period (hereinafter called the "Assessment Year"), the Common Assessments may be adjusted by vote of the Board as set forth in Section 9 of this Article

Section 5. Special Assessments. Other than as provided in Section 9, in addition to the Common Assessments authorized by Section 1 hereof, the Board may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Properties and Tennis Club Facility, including the necessary fixtures and personal property related thereto, provide operating capital or for other purposes deemed appropriate by the Association. Any such assessment which in one Assessment Year exceeds two hundred dollars ($200.00) cumulatively per residential living unit shall be subject to the approval of a majority of the Owners. The due date of any Special Assessment under this Article shall be fixed in a Board resolution authorizing such assessment.

Section 6. Damage to Common Properties by Owners. Any of the foregoing maintenance, repairs or replacements within the Common Properties and Tennis Club Facility which arises out of or is caused by the willful or negligent act of an Owner, his family, guests or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against his Residential Living Unit.

Section 7. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting of the Members called for the purpose of taking any action provided under Section 5 above shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast thirty (30) per cent of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five (25%) per cent of the voting power of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Rate of Assessment. Common and Special Assessments (except Section 6 Special Assessments) provided for in this Declaration shall be allocated and assessed among the Residential Living Units within World Tennis Center on an equal basis so that each unit contributes the same share toward Assessments as do all others.

Section 9. Date of Commencement of Common Assessments, Due Date. The Board of Directors shall fix the amount of the annual Common Assessment against each Residential Living Unit subject to assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto, at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the assessments on a specified Residential Living Unit have been paid. A property executed certificate of the Association as to the status of the assessments against a Residential Living Unit shall be binding upon the Association as of the date of its issuance.

The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause a copy of each such statement to be distributed to each Member, and to each First Mortgagee which has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written, itemized budget of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, which may include reasonable provision for contingencies and deposits into the Common Properties Reserve Fund.

The Association may designate any Condominium Association within World Tennis Center to collect from Residential Living Units in the Condominium it administers the assessments levied hereunder in respect to the Residential Living Units within said condominium, and in doing so may bill the entire amount due from all units in the condominium to its Condominium Association.

At the end of any fiscal year of the Association, the Owners may determine that all excess funds remaining in the Association's operating account, over and above the amounts used for the operation of the Properties, may be returned to the Members proportionately, or may be retained by the Association and used to reduce the following year's Common Assessments. Notwithstanding anything contained in the Articles or By-Laws to the contrary, if prior to dissolution of the Association that Association has not obtained tax exempt status from both the Federal and State government, then upon such dissolution of the Association, any amount remaining in any reserve fund shall be distributed to or for the benefit of the Members in a proportion equal to their individual, respective contributions.

Section 10. Exempt Property. Common Expenses shall only be assessed against Residential Living Units which are subject to assessment under the provisions hereof, and all other portions of World Tennis Center including, but not limited to, vacant lots owned by Developer shall be exempt therefrom.

ARTICLE VII

EFFECT ON NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. Any installment of a Common Assessment or Special Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the rate of eighteen (18%) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Residential Living Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Residential Living Unit. If any installment of any assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each First Mortgagee of such Residential Living Unit which has requested a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the particular assessment for the then current fiscal year and sale of the Residential Living Unit pursuant to foreclosure of the lien securing the unpaid assessment. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand and may enforce the collection of the full Common Assessment and all charges thereof in any manner authorized by law and this Declaration.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any assessment lien herein, unless at least thirty (30) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Residential Living Unit, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Collier County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of any such Residential Living Unit, the record owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid assessment at eighteen (18%) per cent per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly

authorized agents, shall have the power to bid on any Residential Living Unit at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a Notice of Claim of Lien was filed by the Association, the officers thereof shall record an appropriate release of lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two (2) members of the Board or by the President of the Association stating the indebtedness secured by the liens upon any Residential Living Unit created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished at a reasonable fee to any Owner upon written request.

Section 5. Cumulative Remedies. The assessment liens and the right to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien securing the assessments provided for herein shall be subordinate to the lien of any First Mortgage (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value and recorded prior to the date on which a Notice of Claim, pursuant to such lien, is recorded. The sale or transfer of any Residential Living Unit shall not affect the assessment lien. However, the sale or transfer of any Residential Living Unit pursuant to the foreclosure or deed in lieu thereof of a First Mortgage, shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Residential Living Unit from liability for any installments of assessments thereafter becoming due or from the lien thereof. Liens securing all assessments under this Declaration and liens for assessments of condominium or homeowner associations operating within the World Tennis Center shall be of equal dignity.

ARTICLE VIII

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance Obligation of Owners. Subject to the duty of the Association to provide for maintenance as provided in this Article, it shall be the duty of the Owners of Residential Living Units at their sole cost and expense, subject to the provisions of this Declaration, to maintain, repair, replace and restore areas subject to their exclusive control, in a neat, sanitary and attractive condition. In the event that any such Owners shall permit any improvement, which it is their responsibility to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice to the appropriate condominium or homeowner's association, or to such

Owners, to correct such condition and to enter upon such association property to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the association or Owners. Said cost shall be a Special Assessment and shall create a lien upon all the Residential Living Units in said condominium or homeowner's association, or particular affected units therein, enforceable in the same manner as other assessments as set forth in this Declaration. Such condominium or homeowner's Association, or such Owners, shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable by each Residential Living Unit Owner in the affected condominium or homeowner's association as Common Assessments.

Section 2. Maintenance Obligations of Association. Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance of all of the Common Properties, the Tennis Club Facility, and all improvements thereon, in good order and repair, including recreational buildings, and any and all utility or recreational facilities, lakes, improvements, pools and buildings on the Common Properties. In addition to improvement maintenance, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which is on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any Roads and any paved surface in the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in their judgment to be appropriate.

Section 3. Maintenance of the Tennis Club Facility. The Association shall be responsible for maintaining and repairing the Tennis Club Facility in such manner as the Board determines, in its judgment, to be necessary.

Section 4. Exterior Appearance and Design. The Owners of Residential Living Units in any residential building which has suffered damage may be required under certain conditions listed hereafter to apply for approval for reconstruction, rebuilding or repair of the improvements therein to the Board of the Association. Application for such approval shall be made in writing together with drawings and elevations showing the proposed reconstruction and the end result thereof. The Board shall require such prior approval only if upon completion of the work the exterior appearance and design will not be substantially the same as that which existed prior to the date of the casualty. Failure of the Board to act within thirty (30) days after receipt of such request in writing coupled with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof.

Section 5. Time Limitation. The Owner or Owners of Residential Living Units located in any damaged residential building; and the Board of the Association shall be obligated to proceed with all due diligence hereunder, and, assuming the availability of funds, the responsible party shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

ARTICLE IX

USE RESTRICTIONS

All real property which is or may become subject to this Declaration, initially or by Supplemental Declaration, shall be held, used and enjoyed subject to the following limitations and restrictions, and further subject to the exemption of Developer in Section 16 hereof.

Section 1. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties without the prior written consent of the Board, except signs, regardless of size, used by Developer, its successors and assigns, for advertising during the construction and sale period.

Section 2. Driveways. All roads and driveways shall be maintained in the style originally established by the Developer.

Section 3. Common Properties and Restricted Common Property. The Common Properties and Restricted Common Property shall be used only for the purposes for which they are intended to be used in the furnishing of services and facilities for the enjoyment of the Residential Living Unit owners.

Section 4. Trash Containers. All trash and trash containers and contents thereof shall be stored in a fenced-in area with secure containers. The Board may regulate the size, shape, color and style of trash containers in homeowners' associations.

Section 5. Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed by any person other than the Association on any exterior portions of the Residential Living Units (or lands adjacent thereto) other than as set forth herein. Certain television, satellite, or other antenna systems may be erected or installed by a unit owner or the owner's authorized agent within a unit or on the balcony which is a part of the unit subject to compliance with the following requirements:

(a) Permitted antennas include (collectively hereinafter referred to as "antennas"):

(i) Direct broadcast satellite dishes (DBS) and digital satellite service dishes (DSS) that are less than one meter in diameter.

(ii) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than two feet above the roof line of a residence without prior written approval of the Association.

Since the Association has a bulk-rate cable television contract for all Units, no television broadcast exterior antennas for local or distant stations will be permitted, except as FCC regulations may require.

(b) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from the ground and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Before an antenna is installed, the unit owner must contact the Association so that an agreement may be reached on the specific location of the antenna. The Association shall promptly respond to any such requests.

(c) Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted so long as the paint will not interfere with an acceptable quality signal.

(d) Safety Requirements. To safeguard the safety of the owner, occupants of the residence in which the antenna is located, neighboring owners, and other owners and residents in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, to the extent required by any governing bodies, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(e) The unit owner shall be fully responsible for the maintenance and upkeep of the antenna and for any damage to the Residential Living Unit or condominium property or the property of others which may result from the installation or continued presence of the antenna. The owner will also be responsible for any increased costs incurred by the Association in connection with the maintenance, repair or replacement of the common elements resulting from the presence of the antennae. Further, the unit owner agrees to indemnify, defend and hold harmless the Association, its officers and directors from any claims, damages, actions, costs or expenses, including, but not limited to, reasonable attorneys fees and costs (whether at the trial or appellate levels) resulting from the installation of the antenna or the presence of the antenna on the property. Should the owner fail to maintain the antenna and related equipment, wiring, connections, improvements, etc. in good condition and repair as determined by the Board of Directors in the exercise of its sole discretion, the Association may, after seven (7) days written notice, enter the unit for the purpose of making any required repairs which will all be done at the unit owner's expense.

Section 6. Parking. Automobile parking spaces may be used only for parking automobiles that are in operating condition and for no other purposes, and no parking space may be used by a person other than an occupant in actual residence or a guest of an occupant when actually visiting an occupant. The word "automobiles" as used herein shall not include commercial vehicles, campers, recreational vehicles, boats, trailers, or any vehicle not susceptible to registration by the State of Florida as an "automobile". Automobile parking spaces that are designated in the Declaration as Restricted Common Property, shall each be assigned to a separate Owner by the Association.

Section 7. Additional Temporary or Permanent Structures. No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns, or other out buildings shall be used or erected on any of the Common Properties without the prior approval of the Association.

Section 8. Pets. No animals of any kind shall be kept under any circumstances in a Residential Living Unit, or allowed upon the Property, except by written consent of and upon such terms and conditions as shall be imposed by the Board of Directors of the Association.

If consent is given by the Board of Directors of the Association, the consent may be withdrawn at any time by the Board of Directors at a duly called meeting of the Board if the Board determines, in its sole discretion, that the pet has become a nuisance to the Common Properties or to the Residential Living Unit Owners or that any rules and regulations regarding pets are not being fully obeyed. If consent is withdrawn by the Board, the Residential Living Unit Owner shall immediately remove the pet from the property. Consent shall automatically terminate upon death or other disposition of a pet for which consent was granted.

The first Owner, after Developer, of each Residential Living Unit developed within World Tennis Center will, if he already owns a prohibited pet at the time of signing a purchase agreement for such Residential Living Unit, be exempt from these restrictions except that such Owner may not replace such pet as is governed by such exemption. All pet owners shall identify and register their pet with the Association.

Pets shall never be allowed to run freely upon any of the Common Properties. Any owner maintaining a pet on Common Properties shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association.

Section 9. Alteration and Improvement of Units. The prior, express written consent of the Board of Directors of the Association is required in order to enclose, paint or otherwise decorate in such a way as to substantially change the appearance of any portions of the exterior of any of the Residential Living Units that may be constructed on the Properties.

Section 10. Developer. Until the Developer has sold and conveyed title to all of the Residential Living Units within the Properties which it plans to develop, the Developer may use any Residential Living Units it owns and shall have the non-exclusive use of the Common Properties to facilitate such sales, including, but not limited to, the maintenance of a sales office and model apartments and the display of signs. (Note: see 2001 amendment [OR:2809 PG: 2094] at the end of this Declaration.)

Section 11. Lakes. No motorboats shall be permitted to use any Lakes which may ~~not~~ now or hereafter be located on the Common Properties. No structures may be erected on any Lakes except with written permission from the Board of Directors.

Section 12. Additional Rules and Regulations. The Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article IX.

Section 13. Exterior Improvements; Landscaping. No Owner of a Residential Living Unit shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of any buildings (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment), or to structures of any parking areas without the prior written consent of the Board of Directors of the Association.

Section 14. Nuisances. No nuisances shall be allowed upon the Properties, 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 Common Properties by residents. All parts of the Properties shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate (except in designated areas) nor shall any fire hazard be allowed to exist. No use shall be made of any Residential Living Unit or of the Properties which would increase the rate of insurance upon the Property.

Section 15. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the 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 Property shall be the same as is elsewhere herein specified with respect to other maintenance, repair and replacement.

Section 16. Developer Exemption. Developer or its successors or assigns will undertake the work of constructing Residential Living Units and improvements. The completion of that work and the sale, rental and other disposal of Residential Living Units is essential to the establishment and welfare of World Tennis Center as a residential community. As used in this Section and its sub-paragraphs, the words "its successors or assigns" specifically do not include purchasers of completed Residential Living Units. In order that said work may be completed and World Tennis Center established as a fully occupied residential community as rapidly as possible,

no Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(a) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of such construction plans for future development (all models or sketches showing plans of future development of World Tennis Center may be modified by the Developer at any time and from time to time, without notice).

(b) Prevent Developer, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any property, owned or controlled by Developer, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business or of completing said work and establishing World Tennis Center as a residential community and disposing of the same by sale, lease or otherwise.

(c) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property, owned or controlled by Developer, or its successors or assigns, its or their business of developing, grading and constructing improvements in World Tennis Center as a residential community and of disposing of Residential Living Units therein by sale, lease or otherwise.

(d) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be reasonably necessary in connection with the sale, lease or other marketing of Residential Living Units.

Provided, however, that the foregoing Section 16 exemptions shall not be construed to permit Developer or its successors or assigns to substantially change or vary, in future construction and development of the Properties, the basic architectural style and aesthetic character of each Phase's neighborhood, as has already been established for each Phase by Developer, as exemplified by the completed Residential Living Units existing as of February 10, 1998. (Note: see 2001 amendment [OR:2809 PG:2095] and 2002 amendment [OR:3102 PG:3435] at the end of this Declaration.)

Section 17. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted on World Tennis Center, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on or around the residential buildings or Common Properties.

Section 18. Tennis Club Facility. The Tennis Club Facility may be used only for the purpose of recreational activities and purposes for which it has been designed. Regulation of its use shall be in accord with rules and regulations therefor from time to time adopted by the Board.

Note: Sec. 19 added, see amendments [OR:2809 PG:2096, OR:3102 PG:3435] at the end of this Declaration.

Note: Sec. 20 added, see amendment [OR:2809 PG:2096-2097] at the end of this Declaration.

ARTICLE X

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Common Properties shall be handled in the following manner, notwithstanding any provision in this Declaration to be contrary:

(a) If in the event of damage or destruction to the Common Properties or any portion thereof, the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Twenty Thousand Dollars ($20,000.00) or less of being sufficient to effect total restoration to the Common Properties, then the Association shall cause the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section 5, of this Declaration.

(c) If the insurance proceeds are insufficient by more than Twenty Thousand Dollars ($20,000.00) to effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (i) to rebuild and restore in substantially the same manner as the improvements existed prior to damage and to raise the necessary funds over the insurance proceeds by levying equal Special Assessments against all Residential Living Units, (ii) to rebuild and restore in a way which utilizes all available insurance proceeds and an additional amount not in excess of Twenty Thousand Dollars ($20,000.00), and which is assessable equally, place these improvements in substantially the same manner as they existed prior to being damaged, or (iii) subject to the provisions of Article XII, to not rebuild and to distribute the available insurance proceeds equally to the Owners and Mortgagees of the Residential Living Units as their interests may appear.

(d) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to levy a Special Assessment against any such Owner, equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. In the case of joint ownership of a Residential Living Unit, the liability of such Owners shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary. The cost of correcting such damage shall be a Special Assessment against the Residential Living Unit and may be collected as provided herein for the collection of Common Assessments.

ARTICLE XI

INSURANCE

Section 1. Common Properties and Tennis Club Facility. The Association shall keep all buildings, improvements and fixtures of the Common Properties and Tennis Club Facility insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Board may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Board may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties and Tennis Club Facility shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties facilities or the Tennis Club Facility, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article X of this Declaration. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may, subject to Article X hereto, make a Special Assessment against all Residential Living Units to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Residential Living Unit Owners, in accordance with the provisions of Article VI, Section 5, of this Declaration.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, any management company, Developer, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Board shall have the power to and shall obtain comprehensive public liability insurance, including medical payments, liquor liability insurance and malicious mischief, in such limits as it shall deem desirable (public liability coverage shall be in an amount not less than $1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The Board may also obtain workmen's compensation insurance, and other liability insurance as it may deem desirable, insuring each Residential Living Unit Owner and the Association, Board of Directors and any

Management Company, from liability in connection with the Common Properties and Tennis Club Facility, the premiums for which are Common Expenses included in the Common Assessments made against the Residential Living Units Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and any management company thereof against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

Section 5. Waiver By Insurer. Whenever obtainable, insurance policies maintained by the Association shall provide for the following: (a) that the policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and to each requesting First Mortgagee as that term is herein defined; (b) waive the insurer's right of subrogation against the Association and against the Members individually and as a group; (c) 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 or more Members, or by any act or neglect of individual Members which is not in the control of such Members collectively; and (d) the policy is primary in the event that Members have other insurance covering the same loss.

ARTICLE XII

MORTGAGEE PROTECTION CLAUSE

The following provisions are for the benefit of First Mortgagees and to the extent these provisions conflict with any other provisions of the Declaration, these provisions shall control:

(a) Each holder of a First Mortgage encumbering any Residential Living Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Residential Living Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(b) Any holder of a First Mortgage encumbering any Residential Living Unit which obtains title to such Residential Living Unit pursuant to the remedies provided in such Mortgage or by deed in lieu of foreclosure, shall take title to such Residential Living Unit free and clear of any claims of unpaid assessments or charges due to the Association or the Club against such Residential Living Unit which accrued prior to the acquisition of title to such Residential Living Unit by the Mortgagee except to the extent a Notice of Claim therefor was filed prior to recording of said mortgage.

(c) Unless at least seventy-five per cent (75%) of First Mortgagees (based upon one vote for each Mortgage owned), and sixty (60%) percent of the Owners have given their prior written approval, neither the Association, nor the Owners shall:

(1) By act or omission seek to sell or transfer the Common Properties or Tennis Club Facility and the improvements thereon which are owned by the Association.

(The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the Developer or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Living Unit.

(3) By act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the exterior appearance of residential buildings.

(4) Fail to maintain fire and extended coverage on insurable Common Properties and the Tennis Club Facility on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost) less such reasonable deductions as the Board may deem appropriate.

(5) Use hazard insurance proceeds for losses to the Common Properties or Tennis Club Facility, as the case may be, for other than the repair, replacement or reconstruction of such improvements (except as Article X may permit otherwise).

(6) Except as otherwise provided herein by reservation to Developer herein, amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any First Mortgagee will be adversely affected or the value of Residential Living Units reduced.

(d) First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

(e) All First Mortgagees who have registered their names with the Association shall be given (i) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and (ii) immediate notice following any damage to the Common Properties or Tennis Club Facility whenever the cost of reconstruction exceeds Twenty Thousand Dollars ($20,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Properties or Tennis Club Facility.

(f) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Properties facilities or the Tennis Club Facility and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIII

ENCROACHMENTS - EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Properties or Tennis Club Facility encroaches upon any other portion of World Tennis Center; (b) any other portion of World Tennis Center encroaches upon the Common Properties or Tennis Club Facility; or (c any encroachment shall hereafter occur as the result of (i) construction of any building or other improvements; (ii) settling or shifting of a building or other improvements; (iii) any alteration or repair to the Common Properties or Tennis Club Facility or any other portion of World Tennis Center; or (iv) any repair or restoration of any building or other improvements or any of the Common Properties or Tennis Club Facility after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, improvements or Common Properties or Tennis Club Facility, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of World Tennis Center shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in World Tennis Center and serving such portion thereof. Each portion of World Tennis Center shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of World Tennis Center and serving other portions thereof.

Section 3. Easements of Support. Whenever any structure included in the Common Properties or Tennis Club Facility adjoins any structure included in any other portion of World Tennis Center, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. Construction and Sales. The Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have a non-exclusive easement of ingress and egress over and across the Common Properties for construction purposes. The Developer (and its agents, employees and designees) shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purposes of advertising the sale or lease of Residential Living Units.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration, Articles of Incorporation or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, or the Association.

(b) Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(c) The remedies herein provided for breach of the covenants contained in this Declaration, Articles of Incorporation or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration, Articles of Incorporation or By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration, Articles of Incorporation or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Residential Living Unit, provided, however, that any subsequent Owner of such Residential Living Unit shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with title and bind the property hereby encumbered, and shall inure to the benefit of and be enforceable by the Association and the Owners of Residential Living Units subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of two-thirds (2/3) of the Residential Living Units, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of World Tennis Center as a residential community and for the maintenance of the Tennis Club Facility and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 5. Amendments. This Declaration may be amended by the affirmative vote or written consent of the Owners holding not less than fifty-one per cent (51%) of the voting interests of the Association provided however that no amendment shall be permitted which has a material adverse affect upon substantial rights of an Owner or First Mortgagee or the value of any part of the Properties subject thereto.

Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties or the Tennis Club Facility to the public, or for any public use.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Residential Living Unit or other portion of World Tennis Center does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

Section 8. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of billing of Association Common or Special Assessments, or for service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 9. Supplemental Declaration. From time to time Developer may execute and file Supplemental Declarations hereto for the purpose of subjecting additional portions of the Properties to the effect of this Declaration and for the purpose of designating and identifying additional land as Common Properties. Provided, however, notwithstanding the subsequent development of the Properties nothing herein shall obligate Developer to file Supplemental Declarations with respect to any portion of the Properties beyond Phase VII.

Signed, sealed and delivered
in the presence of:

WORLD TENNIS CLUB, INC. [f/k/a
WTC COMMUNITY ASSOCIATION, INC.]

By: Jerline K Hembree
Jerline K. Hembree, President

By: Thomas M. Keller
Thomas M. Keller, Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Jerline K. Hembree and Thomas M. Keller, President and Assistant Secretary, respectively, of WORLD TENNIS CLUB, INC. [f/k/a WTC COMMUNITY ASSOCIATION, INC.,] a Florida corporation, to me known to be the person(s) described in and who executed the foregoing instrument and severally 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 20th day of May, 1998.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
HERBERT O. BROCK, JR.
COMMISSION # CC616696
EXPIRES 1-28-2001
BONDED THRU ASA 1-888-NOTARY1

74751_2

-EXHIBIT "A" TO MAY 20, 1998
AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WORLD TENNIS CENTER-

Suppl. #	Phase Name	# of Pages	Dated	Record date	OR Book	OR Pages
1	World Tennis Center II	5	6/18/86	7/25/86	1208	955- 959
N/A	World Tennis Center II (correcting)	10	8/07/86	9/03/86	1215	1858-1867
N/A	(Correction re Warrenton correct name)	2	11/20/87	11/25/87	1311	1599-1600
2	Villa Vizcaya	9	6/22/88	7/13/88	1364	1203-1211
3	Villa Vizcaya	13	8/04/89	8/10/89	1461	1445-1457
4	Villa Vizcaya	16	10/05/89	10/11/89	1475	1977-1992
5	World Tennis Center III	5	2/06/90	2/12/90	1504	1966-1970
6	Marbella	11	2/28/91	3/13/91	1599	295- 305
7	Corinthian Gardens	4	7/11/91	7/30/91	1635	1805-1808
8	Alexandra	5	8/21/96	8/28/96	2222	147- 151
	Total Pages	80				

-EXHIBIT "B" TO MAY 20, 1998
AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WORLD TENNIS CENTER-

Commencing at the Southwest corner of Section 13, Township 49 South, Range 25 East, Collier County, Florida; thence along the South line of said Section 13, South 89° 17' 14" East 100.05 feet to the East right-of-way line of 100 foot County Canal right-of-way according to the Official Record Book 155, Page 316, of the Public Records of Collier County, Florida; thence along the said right-of-way line North 1° 09' 42" West 144.99 feet to the POINT OF BEGINNING of the parcel herein described;

thence North 90° 00' 00" East 285.00 feet;
thence North 45° 00' 00" East 75.00 feet;
thence North 45° 00' 00" West 233.47 feet;
thence North 30° 00' 00" West 103.26 feet;
thence North 1° 09' 42" West 254.50 feet;
thence South 89° 17' 14" East 131.06 feet;
thence North 45° 42' 46" East 23.82 feet;
thence South 89° 17' 14" East 244.55 feet;
thence South 47° 00' 00" East 168.72 feet;
thence South 30° 35' 25" West 73.47 feet;
thence South 10° 14' 07" West 108.70 feet;
thence South 84° 34' 50" East 169.00 feet;
thence North 88° 46' 55" East 135.84 feet;
thence South 0° 24' 00" East 141.00 feet;
thence South 89° 36' 00" West 177.00 feet;
thence South 44° 00' 00" West 197.00 feet;
thence South 0° 24' 00" East 136.66 feet to the South line of said Section 13;
thence along the South line of said Section 13, South 89° 17' 14" East 1387.33 feet to the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of said Section 13;
thence along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of said Section 13, North 0° 56' 05" West 2623.17 feet to the East and West 1/4 line of said Section 13;
thence along the East and West 1/4 line of said Section 13, North 89° 35' 45" West 689.75 feet to the West line of the West 1/2 of the East 1/2 of the Southwest 1/4 of said Section 13;
thence along the West line of the West 1/2 of the East 1/2 of the Southwest 1/4 of said Section 13, South 1° 00' 37" East 1309.78 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 13;
thence along the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 13; North 89° 26' 31" West 1276.09 feet to the East right-of-way line of said 100 foot County Canal;
thence along the East right-of-way line of said 100 foot

County Canal, South 1° 09' 42" East 1161.45 feet to the POINT OF BEGINNING of the parcel herein described;

being a part of Section 13, Township 49 South, Range 25 East, Collier County, Florida;

Subject to easements and restrictions of record;
Containing 71.28 acres more or less.

LESS AND EXCEPT the realty described in OR Book 2168, Pages 1189-1208, known as:

(a) The property known as "World Tennis Center I, a Condominium";

(b) The property known as "World Tennis Center II, a Condominium";

(c) The property known as "World Tennis Center No. Three, a Condominium";

(d) The property known as "Marbella, a Condominium";

(e) The property known as "Villa Vizcaya at World Tennis Center";

(f) The property known as "Corinthian Gardens at World Tennis Center"; and

(g) The property known as "The Alexandra at World Tennis Center".

-EXHIBIT "C" TO MAY 20, 1998
AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR WORLD TENNIS CENTER-

Commencing at the southwest corner of Section 13, Township 49 South, Range 25 East, Collier County, Florida; thence along the south line of said Section 13, South 89° 17' 14" East 100.05 feet to the east right-of-way line of 100 foot County Canal right-of-way according to Official Records Book 155, Page 316, of the Public Records of Collier County, Florida to the POINT OF BEGINNING of the parcel herein described;

thence North 1° 09' 42" West 144.99 feet;
thence North 90° 00' 00" East 285.00 feet;
thence North 45° 00' 00" East 75.00 feet;
thence North 45° 00' 00" West 223.47 feet;
thence North 30° 00' 00" West 103.26 feet;
thence North 1° 09' 42" West 254.50 feet;
thence South 89° 17' 14" East 131.06 feet;
thence North 45° 42' 46" East 23.82 feet;
thence South 89° 17' 14" East 244.55 feet;
thence South 47° 00' 00" East 168.72 feet;
thence South 30° 35' 25" West 73.47 feet;
thence South 10° 14' 07" West 108.70 feet;
thence South 84° 34' 44" East 169.00 feet;
thence North 88° 46' 55" East 135.84 feet;
thence South 0° 24' 00" East 141.00 feet;
thence South 89° 36' 00" West 177.00 feet;
thence South 44° 00' 00" West 197.00 feet;
thence South 0° 24' 00" East 136.66 feet to the south line of Section 13;
thence along the said south line of Section 13, North 89° 17' 14" West 571.80 feet to the east right-of-way of 100 foot County Canal and the POINT OF BEGINNING of the parcel herein described; being a part of Section 13, Township 49 South, Range 25 East, Collier County, Florida, being 8.3674 acres, more or less, as recorded April 5, 1996 at O.R. Book 2168, Pages 1184-1185.

MSS\WTC\MERGER

2780957 OR: 2809 PG: 2093
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/18/2001 at 01:47PM DWIGHT E. BROCK, CLERK
REC FEE 28.50

Retn:
SAMOUCE KURRELL ET AL
800 LAUREL OAK DR #300
NAPLES FL 34108

CERTIFICATE OF AMENDMENT

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WORLD TENNIS CENTER

WORLD TENNIS CENTER

I HEREBY CERTIFY that the following amendments to the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 14th day of March, 2001. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements was originally filed in the Public Records of Collier County, Florida at O.R. Book 1037, Page 1156, et seq., and the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 2430, Page 0019, of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

Amendment No. 1: Article I, Section 1(z), new subsection, Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE I

Section 1. The following terms when used in this Declaration shall have the following meanings:

(Subsections (a) through (y) Unchanged)

(z) **"Architectural Review Committee" or "A.R.C."** shall mean and refer to the A.R.C. as established and empowered by this Declaration.

****

Amendment No. 2: Article II, Section 1(f), Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE II
OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and use and enjoyment in, to and over (i) the Common Properties and (ii) the Tennis Club Facility which shall be appurtenant to and shall pass with title to every Residential Living Unit, subject to the following provisions:

(Subsections (a) through (e) Unchanged)

(f) ~~The right of the Developer (and its sales agents, tenants, and representatives) to the non-exclusive use of the Common Properties and Tennis Club Facility and the facilities of each, without charge, for sales, leasing, display, access, ingress, egress and exhibit purposes.~~ The right of the Association to designate the exclusive use of certain buildings and areas on the Common Properties and Tennis Club Facility and the facilities of each for the indirect benefit of the Members, including, but not limited to, the present Manager's office, the present Resort Rental office and the present Annex. For purposes of this subsection (f), the word "present" shall mean the usage in place as of January 1, 2001. This provision is intended to permit the Association to designate the exclusive use of one or more of said buildings and areas, to the exclusion of general use by the Members, for the indirect benefit of the Members, for example, the Association Manager's use of the second floor Manager's Office, the use (by lease from the Association) by the Developer of the Resort Rental office, the use (by lease from the Association) by the Developer of the present Annex facility, or the use of the Annex as living quarters for one or more employees of the Association.

(Remainder of Section 1 Unchanged)

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Amendment No. 3: Article IX, Section 10, Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE IX
USE RESTRICTIONS

Section 10. Developer. Until the Developer has sold and conveyed title to all of the Residential Living Units within the Properties which it plans to develop, the Developer may use any Residential Living Unit it owns ~~and shall have the non-exclusive use of the Common Properties~~ to facilitate such sales, including, but not limited to, the maintenance of a sales office and model apartments and the display of signs.

****

Amendment No. 4: Article IX, Section 16(d), Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE IX
USE RESTRICTIONS

Section 16. Developer Exemption. Developer or its successors or assigns will undertake the work of constructing Residential Living Units and improvements. The completion of that work and the sale, rental and other disposal of Residential Living Units is essential to the establishment and welfare of World Tennis Center as a residential community. As used in this Section and its sub-paragraphs, the words "its successors or assigns" specifically do not include purchasers of completed Residential Living Units. In order that said work may be completed and World Tennis Center established as a fully occupied residential community as rapidly as possible, no Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(Subsections (a) through (c) Unchanged)

(d) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be reasonably necessary in connection with the sale, lease or other marketing of Residential Living Units.

Provided, however, that the foregoing Section 16 exemptions shall not be construed to permit Developer or its successors or assigns to substantially change or vary, in future construction and development of the Properties, the basic architectural style and aesthetic character of each Phase's neighborhood, as has already been established for each Phase by Developer, as exemplified by the completed Residential Living Units existing as of February 10, 1998.

For purposes of this Section 16, the architectural style and aesthetic character of all Residential Living Units constructed in each neighborhood Phase of World Tennis Center shall be deemed to include white exterior walls and red tile roofs in color and style like the Residential Living Units in World Tennis Center existing as of the date of this amendment; provided however that any Residential Living Units in condominiums in World Tennis Center, which are constructed with flat (non-sloping) roofs, shall not require the installation of red tiles on the roofs.

****

Amendment No. 5: Article IX, Section 19, new section, Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE IX
USE RESTRICTIONS

Section 19. Building Exteriors and Roofs. All Residential Living Units constructed in each neighborhood Phase of World Tennis Center shall have white exterior walls and red tile roofs, which shall be in color and style like the Residential Living Units in World Tennis Center existing as of the date of this amendment; provided however that any Residential Living Units located in condominiums in World Tennis Center which are constructed with flat (non-sloping) roofs, shall not require the installation of red tiles on the roofs.

****

Amendment No. 6: Article IX, Section 20, new section, Declaration of Restrictive Covenants, Conditions, Restrictions and Easements

ARTICLE IX
USE RESTRICTIONS

Section 20. Architectural and Aesthetic Control.

(a) **General.** No building, structure or other exterior improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color or other work which in any way materially alters the exterior appearance of any building, structure, Unimproved Living Unit or Residential Living Unit be performed without the prior written approval of the Architectural Review Committee (A.R.C.). In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures of this Declaration.

(b) **Architectural Review Committee.** The architectural and aesthetic review and control functions of the Association shall be administered and performed by the A.R.C. The A.R.C. shall consist of not less than three (3) individuals. The term of office, composition, compensation (if any), qualifications and meeting procedures of the A.R.C. shall be as provided by the Association, through its Board of Directors.

(c) **Powers.** The A.R.C. shall have the power to:

(1) Propose to the Board of Directors the adoption, modification or amendment of written Architectural/Aesthetic Criteria which shall set forth such things as landscape material, colors and materials which the A.R.C. finds acceptable. Said Criteria shall be consistent with provisions of this Declaration and shall not be effective until adopted by the Board of Directors. Notice of any adoption, modification or amendment to the Architectural/Aesthetic Criteria, including a copy of such adoption, modification or amendment,

shall be mailed to the President of each Homeowners or Condominium Association at least thirty (30) days prior to the meeting at which such adoption, modification or amendment is acted upon;

(2) Require submission to the A.R.C. of complete plans and specifications for any building, structure, or other exterior improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which in any way alters the exterior appearance of any structure, Unimproved Living Unit or Residential Living Unit. The A.R.C. may also require submission of samples of building materials or colors proposed for use on any Unimproved Living Unit or Residential Living Unit, and may require such additional information as may reasonably be necessary for the A.R.C. to fully evaluate the proposed work;

(3) Approve or disapprove the erection or alteration of any building, structure, Unimproved Living Unit, Residential Living Unit or other exterior improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any building, structure, Unimproved Living Unit or Residential Living Unit. All decisions of the A.R.C. shall be submitted in writing to the Board and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President, or any Vice-President of the Association. Any person aggrieved by a decision of the A.R.C. shall have the right to make a written appeal to the Board within thirty (30) days of such decision. The determination of the Board upon reviewing any such decision shall, in all events, be final;

(4) Adopt a schedule of reasonable fees for processing requests for A.R.C. review of proposed changes. Such fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the A.R.C.; and

(5) Adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.

WITNESSES:
(TWO)

Signature

WILLIAM R. UDELL
Printed Name

Signature

THOMAS SCHALLER
Printed Name

WORLD TENNIS CLUB, INC.

BY: Jerline K. Hembree
Jerline K. Hembree, President

Date: 4/16/01

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 16th day of April, 2001, by Jerline K. Hembree, as President of World Tennis Club, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
ROBERT C SAMOUCE
COMMISSION NUMBER
CC686307
MY COMMISSION EXPIRES
DEC. 30,2004

Notary Public

Robert C. Samouce

Printed Name

My commission expires: 12/30/04

21788_1.DOCmap

3040351 OR: 3102 PG: 3434
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/05/2002 at 08:08AM DWIGHT B. BROCK, CLERK
REC FEE 10.50
Retn
SAMOUCE MURRELL ET AL
800 LAUREL OAK DR #300
NAPLES FL 34108

(for use by Clerk of Court)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of World Tennis Club, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on July 11, 2002, where a quorum was present, after due notice, the resolution set forth below was approved by the vote indicated for the purpose of amending the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center, as originally recorded at O.R. Book 2430, Page 0019 *et seq.*, of the Public Records of Collier County, Florida, as previously amended.

1. The following resolution was approved by the affirmative vote or written consent of the Owners holding not less than fifty-one percent (51%) of the voting interests of the Association.

RESOLVED: That the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center is hereby amended and the amendments are adopted in the form attached hereto and made a part hereof.

Date: August 19, 2002

WORLD TENNIS CLUB, INC.

(1) Mary Hunter
Witness
Print Name: Mary Hunter

By: J. Scott Calkins
J. Scott Calkins, President
P. O. Box 1188
Harrisburg, PA 17108

(2) James E. Green
Witness
Print Name: JAMES E. GREEN

(CORPORATE SEAL)

STATE OF PA

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 19 day of August, 2002, by Scott Calkins, President of the aforenamed Corporation, on behalf of the Corporation. He is personally known to me or has produced Drivers License as identification.

NOTARIAL SEAL
Christie L. Underkoffler, Notary Public
Camp Hill Boro, Cumberland County
My Commission Expires June 24, 2006

Print, Type, or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

Christie L. Underkoffler
Signature of Notary Public

This instrument prepared by Robert C. Samouce, Esq., Samouce, Murrell & Francoeur, P.A., 800 Laurel Oak Drive, Suite 300, Naples, FL 34108.

AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WORLD TENNIS CENTER

The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements For World Tennis Center shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article IX, Section 16(d) of the Declaration of Restrictive Covenants shall be amended to read as follows:

(d) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be reasonably necessary in connection with the sale, lease or other marketing of Residential Living Units.

Provided, however, that the foregoing Section 16 exemptions shall not be construed to permit Developer or its successors or assigns to substantially change or vary, in future construction and development of the Properties, the basic architectural style and aesthetic character of each Phase's neighborhood, as has already been established for each Phase by Developer, as exemplified by the completed Residential Living Units existing as of February 10, 1998. Nor is Developer or its successors or assigns exempt from the requirements of submitting plans and specifications for any future construction and obtaining written approval thereof from the A.R.C., as provided in Article IX, Section 20., prior to commencement of said construction.

For purposes of this Section 16, the architectural style and aesthetic character of all Residential Living Units constructed in each neighborhood Phase of World Tennis Center shall be in conformance with the Architectural/Aesthetic Criteria adopted by the Board of Directors and utilized by the A.R.C. ~~deemed to include white exterior walls and red tile roofs in color and style like the Residential Living Units in World Tennis Center existing as of the date of this amendment; provided however that any Residential Living Units in condominiums in World Tennis Center, which are constructed with flat (non-sloping) roofs, shall not require the installation of red tiles on the roofs.~~

2. Article IX, Section 19 of the Declaration of Restrictive Covenants shall be amended to read as follows:

Section 19. Building Exteriors and Roofs. All Residential Living Units constructed in each neighborhood Phase of World Tennis Center shall be in conformance with the Architectural/Aesthetic Criteria adopted by the Board of Directors and utilized by the A.R.C. ~~have white exterior walls and red tile roofs, which shall be in color and style like the Residential Living Units in World Tennis Center existing as of the date of this amendment; provided however that any Residential Living Units located in condominiums in World Tennis Center which are constructed with flat (non-sloping) roofs, shall not require the installation of red tiles on the roofs.~~

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF WTC COMMUNITY ASSOCIATION, INC. (hereinafter to be known as World Tennis Club, Inc.) A CORPORATION NOT-FOR-PROFIT

These are the Second Amended and Restated Articles of Incorporation for WTC Community Association, Inc.

ARTICLE I
NAME

The name of the corporation shall be and is: WORLD TENNIS CLUB, INC. For convenience, the corporation shall be referred to in these Articles as the "Association."

ARTICLE II
DEFINITIONS

Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as defined and set forth in the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for the World Tennis Center (the Declaration) recorded in the Public Records of Collier County, Florida, with respect to the land at 4800-4802 Airport Road, Naples, Florida 34105, being known as "World Tennis Center."

ARTICLE III
PURPOSE

The purpose for which this Association is organized is to provide an entity for the operation of WORLD TENNIS CLUB, INC., and the "Tennis Club Facility," as recorded in O.R. Book 1037, Page 1213, Public Records of Collier County, Florida (but as subsequently modified by the Declaration and these Second Amended and Restated Articles of Incorporation), and WTC COMMUNITY ASSOCIATION, INC., as recorded in O.R. Book 1037, Page 1190,

Public Records of Collier County, Florida, and for the ownership, maintenance, and operation of certain recreational and common facilities for the WORLD TENNIS CENTER complex located in Naples.

This organization shall have the following specific purposes:

1. To provide for maintenance of such areas and structures as may be placed under the jurisdiction of this corporation by means of the Declaration.

2. To regulate the use of such areas and structures as may be placed under the jurisdiction of this corporation by means of the Declaration.

3. To promote the health, safety, and welfare of the residents of the World Tennis Center Development.

4. To enforce the provisions of the Declaration, which the Association has the responsibility to enforce.

5. The purpose of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its Members, officers, or directors, provided that the foregoing shall not prohibit the payment to said persons of reasonable compensation for services rendered or reimbursement of reasonable expenses incurred, if approved by the Board of Directors.

ARTICLE IV
POWERS AND DUTIES

This Association shall have and exercise all rights and powers conferred upon not-for-profit corporations under the laws of the State of Florida consistent with these Articles and the Declaration. The corporation shall also have all of the powers and authority reasonably necessary or appropriate to carry out duties imposed upon it by the Declaration, including, but not limited to, the following:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration.

2. To fix, levy, collect, and enforce payment, by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration, to

pay all expenses in connection therewith and all office, operational, and other expenses incident to the conduct of the business of the corporation, including all licenses and taxes for governmental charges levied or imposed against the property of the corporation.

3. To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel, and demolish the same on any property that is owned or leased by the Association.

4. To borrow money, and with the consent of two-thirds (2/3) of its Board of Directors, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have as security for money borrowed or debts incurred.

5. To participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or to annex additional property and common areas, provided that such mergers, consolidation, or organization shall have the consent of two-thirds (2/3) of its Members.

6. To make and amend reasonable regulations and By-Laws respecting the use of any property or facilities over which the Association may have control, jurisdiction for administrative responsibilities, and to provide the penalties for the violation of any such regulation and By-Laws.

7. To contract for the maintenance of such recreational facilities and other areas and improvements as may be placed under the jurisdiction of this Association, either by the Declaration or by resolution adopted by the Association's Board of Directors.

8. To employ such legal counsel, accountants, and other agents or employees as may be deemed necessary for the operation, protection and furtherance of the interest of the Association and of its members and to carry out the purpose of the Association.

9. To serve as a "Master Association", as defined by Florida law.

ARTICLE V
MEMBERSHIP

Every person or entity who is the record owner of a Residential Living Unit in World Tennis Center, as defined in the Declaration, shall be a Member of this Association, during the period of said ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Living Unit. Membership rights and duties shall be subject to and controlled by the Declaration, which is in the form of a covenant running with the land.

ARTICLE VI
VOTING RIGHTS

There shall be one (1) vote appurtenant to each Residential Living Unit. When more than one (1) person holds an interest in any Residential Living Unit, all such persons shall be Members, and the vote for such Residential Living Units shall be exercised as they, among themselves, determine but in no event shall there be more than one (1) vote cast with respect to any such Residential Living Unit. The By-Laws may establish procedures for voting when title to a Residential Living Unit is held in the name of a corporation, limited liability company, trust or partnership or more than one (1) person or entity.

ARTICLE VII
DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, all of whom shall be Members in good standing of the Association or spouses of such Members as follows:

1. There will be such number of Directors as there are Phases of World Tennis Center (currently seven). The members of each Phase shall elect one (1) Director to serve on

the Board of Directors, and only the members of the Phases shall be permitted to vote for the Director to be elected by that Phase. Each Director to be elected by a Phase shall be elected by the members of any condominium or homeowners' association whose membership is identical to the membership of the particular Phase, provided further that such a Director need not be a member of said Phase.

2. Beginning with the first Members' meeting in 1998, Directors, upon election by their Phase, shall be appointed to one, two or three year terms, or until their successors are elected. Two Directors shall initially serve three (3) years, two shall serve two (2) years and three (3) shall serve one (1) year with their term length to be set by lot. Thereafter, as initial terms expire, all terms shall be three (3) year terms.

ARTICLE VIII
OFFICERS

The affairs of this Association shall be administered by the officers designated in the By-Laws and shall be elected by the Board of Directors as provided by the By-Laws.

ARTICLE IX
DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by the affirmative vote of not less than ninety-five percent (95%) of votes of the Members of the Association. Upon dissolution of this Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be distributed in equal shares to the then-existing Members.

ARTICLE X
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the full extent permitted by law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI
REGISTERED AGENT

The registered agent 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.

ARTICLE XII
BY-LAWS

The By-Laws of the Association may be adopted, altered, amended, or rescinded in the manner provided for in the By-Laws.

ARTICLE XIII
AMENDMENTS

Amendments to these Articles may be proposed by a majority of the Board, or by written request signed by not less than twenty percent (20%) of the Members, and adopted upon the following conditions:

1. A notice of the proposed amendment shall be included in the notice of the Members' meeting, which shall consider the amendment. The meeting may be the annual meeting or a special meeting.

2. There is an affirmative vote of two-thirds (2/3) of the membership votes entitled to be cast.

3. Any proposal to amend the Phase membership structure and voting by Phases to elect Directors shall require the affirmative vote of two-thirds (2/3) of the members of any affected Phase.

ARTICLE XIV
EXISTENCE

The Corporation shall have perpetual existence.

Signed, sealed and delivered
in the presence of:

WORLD TENNIS CLUB, INC.
(f/k/a WTC COMMUNITY ASSOCIATION, INC.)

BY: Jerline K. Hembree
Jerline K. Hembree, President

BY: Thomas M. Keller
Thomas M. Keller, Assistant Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared Jerline K. Hembree and Thomas M. Keller, President and Assistant Secretary, respectively, of WORLD TENNIS CLUB, INC., a Florida not-for-profit Corporation, (f/k/a WTC COMMUNITY ASSOCIATION, INC.) to me known to the persons described in and who executed the foregoing instrument and severally 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 20th day of May, 1998.

Notary Public

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA
HERBERT O. BROCK, JR.
COMMISSION # CC616696
EXPIRES 1-26-2001
BONDED THRU ASA 1-888-NOTARY1

AMENDED AND RESTATED BY-LAWS OF WORLD TENNIS CLUB, INC.

I. IDENTITY.

A. These are the By-Laws of World Tennis Club, Inc., a not-for-profit Florida corporation (hereinafter the "Association"). The Association has been organized for the purpose of administering the operation and management of the common properties and improvements of WORLD TENNIS CLUB, INC., in accordance with the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Club (the "Declaration").

B. The provisions of these By-Laws are subject to the provisions of the Second Amended and Restated Articles of Incorporation of the Association (the "Articles"). The terms and provisions used in the Articles and in the Declaration shall control whenever the same may conflict with these By-Laws and bear the same meaning herein as is given to them in such documents.

C. All Members of the Association and their invitees, including, without limitation, all present or future owners, guests, and tenants of Residential Living Units in the various phases of World Tennis Club or any of the facilities thereof in any manner, including Non-Proprietary Facilities Users, are subject to these By-Laws, the Articles and the Declaration.

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

E. The seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name, or the abbreviated name, of the Association, the word

"Florida," the year of incorporation, and shall identify the Association as a not-for-profit corporation.

F. The Association has been organized to operate a club at World Tennis Center for the mutual aid and benefit of its Members, their recreation and enjoyment, including the playing of tennis, and other not-for-profit purposes incidental to the operations of a private club associated with the World Tennis Center residential community.

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 the Declaration and 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. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the Owner(s) of a Residential Living 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 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 as the "Primary Occupant" thereof by the Owner(s) of such Residential Living Unit in a voting certificate to be filed with the Association. In each instance where title to a Residential Living 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 corporation, a trust, partnership, limited liability company or any other entity, the prospective Owner(s) shall, by written instrument signed by all persons and entities who will hold title to the Residential Living Unit, designate one (1) natural person as the Primary Occupant. The Primary Occupant of the Residential Living Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Owner(s) of such Residential Living 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 Residential Living 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 a majority of the votes of the membership 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. A Member may vote, either in person or by proxy, executed in writing by the Member, or his duly authorized attorney-in-fact. No proxy shall be valid after the duration of ninety (90) days from the date of the meeting designated therein.

G. (1) Any Member whose conduct, or that of a Member of his family, his guests or lessee, is deemed by the Board as improper or likely to endanger the welfare, safety, harmony

or good reputation of the Association, or violates the rules in reference to the use of the Tennis Club Facilities, may be reprimanded or suspended from using the Tennis Club Facilities. Suspensions may be for no more than ninety (90) days and may only be made by affirmative vote of two-thirds (2/3) of the Board of Directors.

(2) Before any Member may be suspended, at least five (5) days' notice in writing that such action is to be considered by the Board, at a time and place mentioned in said notice, together with a written specification of the charge, shall be sent by certified mail, return receipt requested, directed to the Member at his billing address, or personally delivered by the Secretary or nominee of the Board. The affected Member may attend that portion of the Board meeting at which the charges against him or her are considered and shall have the right, subject to reasonable rules, to be heard in his or her defense.

(3) Notice in writing of unpaid dues or other obligations to the Association shall be mailed to each Member in default at his billing address at least twenty (20) days before any action shall be taken to suspend such Member from membership.

(4) The Board of Directors shall be the sole judge of what constitutes misconduct, what conduct is injurious to the Association and what constitutes a violation of the By-Laws and rules and regulations of the Association.

H. Roberts Rules of Order (as revised) shall govern the conduct of all meetings of the Association, its Directors and committees to the extent consistent with these By-Laws.

I. Members of the Association, in good standing, and Class I Non-Proprietary User Members, but not Class II Non-Proprietary User Members, may invite guests, who are not

Members, to the Tennis Club Facilities under such fees and limitations as may be set by the Board.

III. ANNUAL AND SPECIAL MEETINGS.

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 2:00 P.M. on the 1st Tuesday in February of each year or at such other time and place designated by the Board of Directors of the Association. Business transacted at the annual meeting shall include reports from the various World Tennis Center Phases as to the election of Directors of the Association and may include any other lawfully transacted business to be conducted by the Association.

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 twenty (20%) percent of the Residential Living Units.

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 in writing 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 prior to the date set for the meeting, and shall be mailed by first class mail or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, 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 billing 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, at, or after 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 President's absence, the Members present (in person or by proxy) 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) Reading or waiver of reading of minutes of previous meetings of Members;

(4) Reports of Officers;

(5) Reports of Committees;

(6) Appointment by Chairman of inspectors of election;

(7) Report of Election of Directors by the various Phases;

(8) Unfinished business;

(9) New business;

(10) Adjournment.

IV. BOARD OF DIRECTORS.

A. The Articles of Incorporation control the election, number and qualification of the Board of Directors.

B. The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual Members meeting.

C. 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, by facsimile, or by mail, at least seven (7) days prior to the day named for such meeting, unless notice is waived. Members shall have the right to attend all meetings of the Board, except for meetings between the Board and its attorneys with respect to proposed or pending litigation or when the contents of the discussion would otherwise be governed by the attorney/client privilege, but no Member shall have the right to speak or otherwise participate in the meetings without the permission of the Board.

D. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Not less than two (2)

days' notice of a special meeting shall be given to each Director, by personal delivery, facsimile or by mail, which notice shall state the time, place and purpose of the meeting.

E. Notice of all meetings of the Board shall be posted conspicuously at the pool area of the Tennis Club Facility and at not more than one (1) area in each Phase (at a location to be designated and provided by each Phase) 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 and receipt of notice.

F. 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 conflict of interest.

G. The presiding Officer of meetings of the Board shall be the President of the Association. In the absence of the presiding Officer, the Directors shall designate one of their number to preside, or such other person as the Directors shall designate.

H. 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.

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

(1) The owners of ten (10%) percent of the Residential Living Units of a given Phase 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 Owners of that Phase for that purpose.

(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 Owners of that Phase present at the meeting.

(3) 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.

(4) The vote necessary for removal shall be a majority of all Owners of that Phase.

(5) If any Member or Members of the Board of Directors is removed at such a special meeting, the vacancy(ies) shall be filled by the Members of that Phase. If Directors are removed at a special meeting, an election shall be held at the same special meeting to fill the vacancy for the remainder of the term of office. If said vacancy is not filled at said meeting, the Board may appoint an interim Director until said Phase acts to do so.

V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS.

(a) All meetings of the Board of Directors and Members shall be held in Collier County, Florida.

(b) Directors may attend and vote at a Board meeting by telephone conference call, so long as a speaker phone system is used whereby all Board Members in attendance can hear each other at all times.

(c) Directors may adopt resolutions by unanimous written consent, so long as a copy thereof is posted under Article IV(E) at least forty-eight (48) hours in advance of the effective date of such a resolution.

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, 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.

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 corporation not for profit, including but not limited to the power to appoint committees (subject to Board approval), and the chairperson of the committee, from among the Members or their spouses 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 requests assistance.

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; supervise the preparation of budgets by the Manager and the Association's accounting service; and he shall perform all other duties incident to the office of Treasurer, including serving as Chairman of the Finance Committee (if any). The Assistant Treasurer shall perform the duties of Treasurer when the Treasurer is absent or requests assistance.

F. Officers of the Association shall serve without compensation. This provision shall not preclude the Board from employing a Director, with compensation, as an employee of the

Association, nor preclude contracting with a Director for compensated management of the Association.

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 Residential Living Unit. Such account shall designate the name and billing mailing address of the Owner(s) of each Residential Living Unit, the amount of each assessment against the Owner(s) of each Residential Living 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 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. 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 Residential Living 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 Member. Delivery or failure of 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 additional assessments 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.

C. A copy of the proposed annual budget of the Association shall be mailed to the Owners of Residential Living units 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 such Unit owners, who may comment to the Board upon the budget. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding one hundred twenty (120%) percent 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 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 a majority of the whole number of votes of all Members of the Association.

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 Members, such budget may not thereafter be reexamined by the Unit owners in the manner hereinabove set forth.

D. In determining whether assessments exceed one hundred twenty (120%) percent of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves set by the Board in respect of repair and replacement of Common Properties,

or in respect of anticipated expenses by the Association in the form of special assessments which are not anticipated to be incurred on a regular or annual basis.

E. Upon final 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 shall be made annually by a Certified Public Accountant, in the form of a full audit, and a copy of the report shall be mailed or furnished by personal delivery to each Member not later than May 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, that the requirements for a full audit under this sub-section may be waived by 2/3 vote of the entire Board.

VIII. USE OF TENNIS CLUB FACILITIES.

A. The Board of Directors of the Association shall have the power to adopt and amend, and to interpret rules and regulations governing decorum and use of the Tennis Club

Facilities, and may establish and change schedules of fees and charges for use of such facilities. All persons having the right or given the privilege of using Tennis Club Facilities, as Members or otherwise, shall be required to observe such rules and regulations. In adopting such rules and regulations, the Board may establish reasonable classifications of persons having the right, or from time to time permitted to use the Tennis Club Facilities. Such classifications may include, without limitation thereto: Members, Class I and Class II Non-Proprietary Facilities Users of the facilities, their families and guests, spouses of Members, guests of Members, lessees, immediate families of lessees and guests of lessees. In establishing rules and regulations for the use of the Tennis Club Facilities and schedules of fees and charges, the Board may differentiate on a reasonable basis among persons in such classifications, and may take into account all factors which it determines to be appropriate in promoting and preserving the Tennis Club Facilities as a social, tennis and recreational club for the benefit of its Members, including the capacity of the Tennis Club Facilities' tennis courts, and cafe, and pool and other facilities, seasonal variation in use, and other criteria determined to be fair and reasonable. The Board may enforce such rules and regulations by imposition of reasonable fines and penalties, suspension or restriction of the rights to use the Tennis Club Facilities and in any other reasonable manner. The Board may from time to time expel or suspend Non-Proprietary Facilities Users, restrict or prohibit altogether their use of Tennis Club Facilities or eliminate such category of users altogether. As to Members, spouses of Members and Lessees, the Board may suspend, restrict or prohibit use of the Tennis Club Facilities for failure to observe rules and regulations as to decorum or otherwise, non-payment of amounts owed to the Association, or for other reasons determined by the Board to be appropriate having in mind the social and recreational purpose of the Association.

B. The Board may from time to time adopt and revise reasonable definitions of different classifications of persons subject to Association rules and regulations.

C. The Board may require all lessees of Residential Living Units, as a condition to use the Tennis Club Facilities, to execute an undertaking to observe the rules and regulations enforce from time to time. When a Member leases his Residential Living Unit the right to use the Tennis Club Facilities will remain with the Member and not pass to the tenant under such lease unless such lease expressly so provides. In the absence of a specific provision in the lease, however, upon application to the Board the tenant may be approved, for the term of the lease, to use the Tennis Club Facilities. The Board may, in its discretion and based on a determination from time to time that doing so will not overtax the Tennis Club Facilities, even in the absence of a provision in the leases, permit both tenant and Member to use the Tennis Club Facilities on such terms as the Board requires. The other facilities of the Tennis Club Facilities shall be available for use by both Members and any such approved tenant unless the Board, as it may from time to time determine, finds that doing so will overtax the facilities.

D. A Member's right to use the Tennis Club Facilities shall cease upon the transfer or assignment of his or her membership; or, as the case may be, shall be suspended or cancelled in the event of suspension or cancellation of membership rights for non-payment of amounts owed to the Association for failure to observe Association rules and regulations.

IX. AMENDMENTS TO BY-LAWS.

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 the vote of a majority of the Directors, or by Members owning twenty (20%) percent of the

Residential Living Units 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 of amendment shall be transmitted to the President of the Association, or Vice President 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 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 holding a majority of the votes in the Association. 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 and provided to each Member.

X. RULES AND REGULATIONS.

Rules and Regulations governing the use of the Residential Living Units and the Common Property and Tennis Club Facility of the Association and the conduct of Owners, tenants, occupants, Non-Proprietary Facilities Users, and guests shall be adopted in the following manner:

A. Amendment to Rules and Regulations. The Board of Directors may from time to time, by majority vote at a duly called meeting of the Board, modify, amend, add to, or detract

from the Rules and Regulations; provided, however, a majority of the Residential Living Unit Owners present and voting at a meeting of the Members at which a quorum is present may override the Board with respect to any such changes. All changes to the Rules and Regulations made by the Board shall be mailed by first class mail to each Residential Living Unit Owner not less than thirty (30) days prior to the effective date of the change. No modification, amendment, addition or detraction to the Rules and Regulations may be adopted by the Board if it would conflict with a provision of the Declaration.

B. Enforcement of Rules and Regulations. All violations of Rules and Regulations or of any provisions of the Declaration, Articles and/or By-Laws shall be reported immediately to a Member of the Board of Directors, an Association officer and/or the Association Manager. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of Rules and Regulations or other provisions of the Declaration shall be presented to and determined by the Board of Directors of the Association, whose interpretation and/or whose remedial action shall be dispositive. In the event that any person or entity subject to the Rules and Regulations, or other provisions of the Declaration, Articles or By-Laws, fails to abide by them, as they are interpreted by the Board of Directors, they shall be liable to be fined by the Association for each such failure to comply or other violation. Such fine shall be collected by the Association for each such failure to comply or other violation and shall be an asset of the Association. If the Board of Directors of the Association deems it necessary, it may seek all available remedies and may bring action at law or in equity to enforce the Rules and Regulations, or other provisions of the Declaration, Articles and By-Laws including the provision herein for fines. In the event any such action is instituted, and reduced to judgment

in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees (at the trial level and at all levels of appeal).

Signed, sealed and delivered
in the presence of:

WORLD TENNIS CLUB, INC.
[formerly known as WTC
COMMUNITY ASSOCIATION, INC.]

By: Jerline K. Hembree
Jerline K. Hembree, President

By: Thomas M. Keller
Thomas M. Keller, Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Jerline K. Hembree and Thomas M. Keller, President and Assistant Secretary, respectively, of World Tennis Club, Inc., a not-for-profit Florida corporation, [formerly known as WTC COMMUNITY ASSOCIATION, INC.] to me known to be the person(s) described in and who executed the foregoing instrument and severally 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 20th day of May, 1998.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
HERBERT O. BROCK, JR.
COMMISSION # CC616696
EXPIRES 1-28-2001
BONDED THRU ASA 1-888-NOTARY1