

PREPARED BY:  
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**CERTIFICATE OF AMENDMENT OF THE  
SECOND AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary for IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendment was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a members' meeting on January 27, 2014, at which a quorum was present. The Second Amended and Restated Declaration was recorded in the Official Records Book 4231, at Page 0666, *et seq.*, of the Public Records of Collier County, Florida.

Dated this 1<sup>st</sup> day of July 2014.

**WITNESSES:**

(Sign) [Signature]

**IMPERIAL GOLF ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

(Print) Paula Francis

(Sign) [Signature]

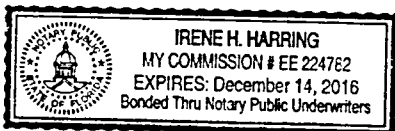
BY: [Signature]  
President of the Association

(Print) Erin Ward

**STATE OF FLORIDA)  
COUNTY OF COLLIER)**

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July 2014 by LEONARD E Joyce, as President of Imperial Golf Homeowners Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

**NOTARY PUBLIC:**  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:



WITNESSES:

(Sign) [Signature]

(Print) Baillin Francis

(Sign) [Signature]

(Print) Erin Ward.

IMPERIAL GOLF ESTATES  
HOMEOWNERS ASSOCIATION, INC.

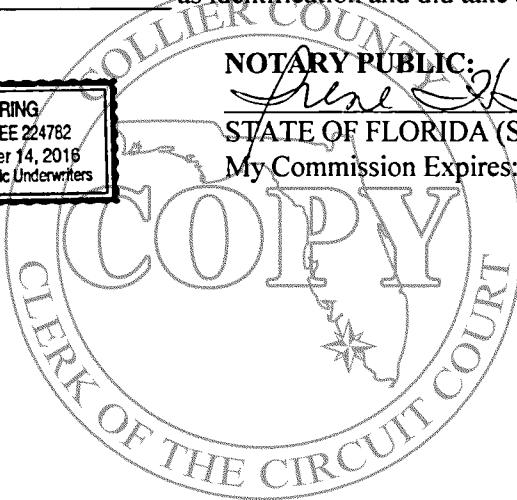
BY: [Signature]  
Secretary of the Association

STATE OF FLORIDA)  
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of JULY 2014  
by: EDWARD HINDSAY, as Secretary of Imperial Golf Estates Homeowners Association,  
Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me  
or has produced \_\_\_\_\_ as identification and did take an oath.



NOTARY PUBLIC:  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:



**PROPOSED AMENDMENT TO THE**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**IMPERIAL GOLF ESTATES**

**ARTICLE X**  
**TRANSFER OF OWNERSHIP AND LEASING LOTS**

10.1 through 10.2 remain unchanged

10.3 Transfers.

A. There shall be no restrictions on transfers of Lots, however, the Association must be notified in writing of any transfer of title at least 15 days prior to closing of title. The Association will make available an approved Notice of Transfer form for use in all transfers of Lots within Imperial Golf Estates. In the event the Notice of Transfer is not furnished to the Association by the date of the closing of title to the Lot, the grantor of the Lot shall remain liable for all assessments against the Lot jointly and severally with the grantee, and the grantee of the Lot shall not be entitled to vote or use of the Association Common Areas until such time as the Notice of Transfer is completed and furnished to the Association. The Association will charge each purchaser a transfer fee of ~~\$500.00~~ \$1,000.00 to offset its costs associated with providing a complete set of association documents to new purchasers, operating the association, processing the Notice of Transfer and the transfer of the Lot.

B. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage to an Institutional Mortgage recorded prior to the claim of lien, shall be subject to and inferior to the Association lien for assessments and fines as herein provided.

10.4 remains unchanged