

Exhibit "A"

RESTATED¹ SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

IMPERIAL GOLF ESTATES

W I T N E S S E T H:

WHEREAS, Whispering Pines, Inc., a Florida corporation, caused to be recorded in the Public Records of Collier County the following:

A. Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates Phase I recorded May 3, 1979, in O.R. Book 808, pages 1845 et seq. of the Public Records of Collier County, Florida.

B. Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates Phase II recorded November 12, 1980, in O.R. Book 891, pages 1206 et seq. of the Public Records of Collier County, Florida.

C. Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates Phase III recorded July 20, 1982, in O.R. Book 980, pages 1394 et seq. of the Public Records of Collier County, Florida.

D. Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates Phase IV recorded March 20, 1985, in O.R. Book 1126, pages 508 et seq. of the Public Records of Collier County, Florida.

E. Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates Phase V recorded February 2, 1990, in O.R. Book 1502, pages 1307 et seq. of the Public Records of Collier County, Florida, and

WHEREAS, the above described Declarations provided for administration and enforcement of said Declarations by Imperial Golf Estates Homeowners Association, Inc., and

WHEREAS, Owners of lots in Imperial Golf Estates Phases I through V are Members of Imperial Golf Estates Homeowners Association, Inc., and

WHEREAS, Article X, Section 5 of each of the above described Declarations relating to Phases I through IV, and Article XI, Section 5 of the Declaration relating to Phase V, as well as Article 12.5 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions

¹ Editor's Note: This document is a restatement of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended from time to time. This document does not supersede the recorded documents and is intended to be used for administrative convenience of the Association in having access to the relevant portions of the Declaration of Covenants and all amendments in a single instrument.

for Imperial Golf Estates, recorded at O.R. Book 2305, pages 2245, et seq. of the Public Records of Collier County, Florida, provide for amendment of each of said Declarations by the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interests of the membership, and

WHEREAS, by an appropriate vote of the Members and at least two-thirds of the membership as required by each of the above described Declarations executing and joining in to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates.

NOW, THEREFORE, it is hereby declared that all of Imperial Golf Estates Phases I through V, as more particularly described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit "A" and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof. This Second Amended and Restated Declaration supersedes the above described Declarations, as the same may have been amended, which are hereby revoked and superseded in their entirety by this instrument. It is the intention of this Second Amended and Restated Declaration to consolidate and codify into one document all restrictions, covenants and conditions of Phases I through V of Imperial Golf Estates.

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ARTICLE I
DEFINITIONS

1.1. "Assessment" or "amenity fee" means a sum or sums of money payable to the Association, or to recreational facilities and other properties serving the Lots by the Owners of one or more Lots as authorized in the Governing Documents, which if not paid by the Owner of a Lot, can result in a lien against the Lot.

1.2. "Association" shall mean and refer to Imperial Golf Estates Homeowners Association, Inc., its successors and assigns.

1.3. "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the administration of the Association.

1.4. "Common Area" means all real property within the Property which is owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association:

A. Real property the use of which is dedicated to the Association or its Members by a recorded plat; or

B. Real property committed by a declaration of covenants to be leased or conveyed to the Association.

1.5. "Dwelling" shall mean and refer to a single family residence and ancillary structures such as garages, decks, swimming pools, and screen enclosures.

1.6. "Guest(s)" means any person or persons who are physically present in, or occupies a Lot at the invitation of the Owner without the payment or consideration of rent.

1.7. "Mortgagee" shall mean and refer to the holder of a first mortgage against a Lot.

1.8. "Lease" means the grant by a Lot Owner of a temporary right of use of the Owner's Lot.

1.9. "Lot(s)" shall mean one or more platted single family residential lot in the Properties.

1.10. "Member(s)" means a member of members of the Association, and may include, but is not limited to, a Lot Owner(s) or an Association representing Lot Owners or a combination thereof.

1.11. "Owner(s) or Lot Owner(s)" shall mean and refer to the record Owner or Owners, whether one or more persons or entities, of the fee simple title to any Lot or Lots situated upon the Properties but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12. "Primary Occupant" shall mean the natural person designated to exercise the Lot's membership rights when title to the Lot is held in the name of a trustee or a corporation or other entity which is not a natural person, or when title to the Lot is held in the name of more than one person.

1.13. "Property" or "Properties" shall mean and refer to that certain real property described in "Exhibit A", known as Imperial Golf Estates.

1.14. "Single Family" shall mean a family unit comprised of the Owner, spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting with the Owner as or together with the Owner.

1.15. "Capital Improvement". A capital improvement is defined as any structure or fixture that is not essential or required in order to maintain or repair existing Association structures, fixtures, or facilities.

1.16. "Voting Interests". The voting interests shall equal the total number of Lots located in the Properties as defined in Exhibit A of this document. The total number of voting interests in

the Imperial Golf Estates Homeowners Association, Inc. is 634. Voting Interests are further defined in the By-Laws of the Association.

1.17. "Special Assessment". Special assessment means any assessment levied against a Lot Owner other than the assessment required by a budget adopted annually.

ARTICLE II PROPERTY RIGHTS

2.1. Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a nonexclusive easement of ingress and egress over the roadways in the properties which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate or grant an easement or other property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board.

C. The right of the Board to establish, adopt, promulgate, modify, amend and enforce reasonable rules and regulations relating to the operation, use, maintenance, management and control of the Common Areas. Without limiting the foregoing, the Board shall have the authority to post and enforce speed limits on streets owned by the Association and promulgate traffic regulations for use of its streets and Common Areas. The Board shall have the authority to restrict the type of vehicle which may travel on, and prevent certain vehicles from traveling on, the Common Areas. The Board shall have the authority to establish enforcement procedures and mechanisms for violation of such speed limits, traffic regulations, and restrictions, including without limitation, the assessment of fines, which shall be collected as an individual assessment from Members as provided in Articles IV and IX below, the removal of vehicles from the Properties, and the suspension of a Member's rights and easement of enjoyment to the Common Areas. The Board shall have the authority to improve, alter, maintain and repair the Common Areas and no Member, or person other than at the direction of the Board, shall construct, alter or remove any structure, improvement, landscaping, etc. in any Common Area without the prior written consent of the Board.

D. Ownership of each Lot shall entitle the Owner or Owners thereof to an easement over any portion of their driveway located beyond their Lot line.

E. Utility easements are hereby reserved throughout the Properties as may be required to adequately serve the Properties.

F. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the

Common Areas; and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes, subject however to the restrictions on Phase V construction traffic set forth in Agreement dated September 9, 1987, recorded in O.R. Book 1297 at pages 2377 et seq. and O.R. Book 1502, pages 1323 et seq. of the Public Records of Collier County, and in Agreement dated July 20, 1990, recorded in O.R. Book 1769, page 1741 of the Public Records of Collier County.

G. There shall be an easement for encroachment in favor of the Owners and the Association where any portion of the Common Areas encroaches upon any portion of the Properties or any Lot therein.

2.2. Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, invitees or contract purchasers who reside on the Property.

2.3. There shall be no judicial partition of the Common Areas, nor shall any Owner or any other person acquiring any interest in the Properties, or any part thereof seek judicial partition thereof.

2.4. Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.5. The Association shall have the right to take legal action on behalf of itself and its Members, after undertaking dispute resolution required by Florida law. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000.00, the Association must obtain the affirmative approval of a majority of the voting interest at a meeting of the membership at which a quorum has been obtained.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

3.1. Every person or entity who is a record fee simple Owner of a Lot shall be a Member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant and such natural person shall exercise the Lot's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members.

3.2. The Members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his or her right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners

of a Lot are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant designated as set forth above.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENT

4.1. The Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall thereafter be deemed to covenant and agree to pay to the Association annual assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs of collection and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

4.2. The annual and special assessments levied by the Association shall be collected by the Board and shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members, including but not limited to the following:

A. Construction of improvements, maintenance and repair of the Common Areas and other properties serving the Association, including but not limited to the cost of maintaining:

1. all streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;
2. all landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas;
3. all improvements, equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;
4. fences, signs, street lights and fountains located on the Common Areas;
5. maintenance and repair of storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas and utility easements; and
6. painting of fences and entry gates that are part of or appurtenant to improvements constructed on the Common Areas.

B. Construction, maintenance and repair of items, including but not limited to roads, guard houses, guard gates, automatic entry systems and/or gates on or leading into the Properties, electrical lighting, and other necessary utility services for the Common Areas and other properties serving the Association and non-potable water to service the sprinkler system in the Common Areas and on the Lots;

C. Hiring professional advisors, managers, management companies and payment of management fees and charges;

D. Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;

E. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Board, and shall be reviewed at least annually and increased or decreased in the discretion of the Board;

F. Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

G. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;

H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;

I. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

J. Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas.

K. Payment of fees to a cable television supplier for cable television and/or internet services to be available to all residences provided the Board moves and agrees to provide the service on behalf of the community, and pursuant to agreements approved and entered into by the Board and a cable television and/or internet supplier. The cost of such cable television and/or internet services shall be equally assessed and levied only against those Lots improved with a complete residence for which a certificate of occupancy has been issued.

L. No capital improvement with a cost equivalent in excess of \$200 per Lot shall be purchased, constructed or enlarged unless approved by a vote of at least two-thirds (2/3) of the Members who are present, in person or by proxy, at a meeting duly called for such purpose.

M. All purposes set forth in the Greater Imperial Board, Inc. Agreement dated May 6, 2008, as amended or restated.

N. Notwithstanding paragraph L above, all capital improvements proposed by the Greater Imperial Board, Inc. shall be approved by the methods, procedures and requisite vote of the Members or directors of the Association, as required by the Greater Imperial Board, Inc.

4.3. All regular and special assessments for items pertaining to the Common Areas shall be at a uniform rate for each Lot in the Properties, and each Lot's proportionate share shall be 1/634, except as set forth in Article V Section 5.2 below and Article 4.2K above.

4.4. In addition to the annual assessments, the Association may levy in any assessment year a special assessment applicable to that year only, for items, including but not limited to unbudgeted construction, reconstruction, unexpected, unusual, or emergency repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. Any such special assessment must be approved by a vote of at least two-thirds (2/3) of the Members who are present, in person or by proxy, at a meeting duly called for this purpose. Provided, however, if the total special assessments in any fiscal year exceeds fifteen percent (15%) of the total annual budget, including reserves, then a majority of the Voting Interests must first consent. The notice of any special assessment must state the purpose(s) of the assessment and the funds collected must be spent for the stated purpose(s) or returned to the Members.

4.5. The annual assessment for which provision is herein made shall be paid in advance, in quarterly payments each representing one-fourth (1/4) of the annual assessment.

4.6. The Board shall fix the date of commencement, and the amount of the assessments against each Lot for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lot Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of assessments, the Association shall notify Lot Owners by sending written notice of such commencement date and amount to said Lot Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Lot Owners. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.7. If any assessment is not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against said Lot in the Public Records of Collier County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of any such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with costs of the action.

4.8. Liens for delinquent assessments shall be recorded in the Public Records of Collier County, Florida, and shall be prior to and superior to the creation of any homestead status on the property and take priority over any mortgage or lien other than a first mortgage, regardless of when the mortgage or lien was recorded.

4.9. The lien for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a Mortgagee unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments or fines which have become due and payable prior to a sale or transfer of such Lot(s) pursuant to a decree of foreclosure, and shall relieve any Lot(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.10. The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by Collier County and devoted to public use.

B. All Common Areas as defined in Article I, Section 1.4.

ARTICLE V MAINTENANCE OF LOTS

5.1. Lot Owners shall be responsible for the maintenance of the exterior and interior of their residences, for driveways and walkways located on their Lots and for maintenance of the lawns and landscaping on their Lots and those portions of the Common Areas which are landscaped rights of way between the Lot line and abutting streets. Lot Owners shall also be responsible for repairs to the swimming pool, if any, on their Lot and any pool enclosures, decks, patios, planters or walkways in the rear or side yards of their Lot. Owners of vacant Lots shall likewise be responsible for the maintenance of their Lots in accordance with all of the provisions of Article VII below and with all other provisions of this Declaration and the Governing Documents including all Rules and Regulations adopted by the Board of Directors.

5.2. In addition to maintenance of the Common Areas, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors, to preserve the beauty, quality and value of the neighborhood, any maintenance, repair or replacement that is otherwise the responsibility of the Lot Owner hereunder and the said Lot Owner fails to replace, restore, repair or perform the required maintenance after thirty (30) days written notice to the Owner of any such Lot of the need of such replacement, restoration, repair or maintenance.

The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed, or, at the option of the Board of Directors, against the Lot or Lots benefiting from the maintenance. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board. Any such maintenance assessments shall not be considered a part of the annual or special assessment. Any such maintenance assessment shall be a lien on the Lots affected and the personal obligation of the Owners and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and cost

of collection, in the same manner and under the same conditions as provided for the other assessments of the Association.

5.3. In the event that any of the improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to aging, fire, windstorm, hurricane, flood, or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within one (1) year thereafter.

All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VI below.

5.4. In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

5.5. In the event that the Association exercises the rights afforded to it in this Article, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the improvements.

5.6. Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other assessments of the Association.

ARTICLE VI ARCHITECTURAL CONTROL AND RECONSTRUCTION

6.1. No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair, repainting or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by an Architectural Review Board appointed by the Board of Directors of the Association. All plans and specifications shall be evaluated as to harmony of external design, color and location in relation to surrounding structures and topography.

6.2. The Architectural Review Board (ARB) shall consist of at least three (3) members, who need not be Members of the Association. The Board of Directors of the Association shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

6.3. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors of the Association.

6.4. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendment of any Architectural Planning Criteria (APC) promulgated by the Board of Directors of the Association. Any APC or modifications or amendment thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the Members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the APC, including a verbatim copy of such adoption, change or modification, shall be delivered to each Member of the Association; provided that, the delivery to each Member of the Association of notice and a copy of any adoption of or modification or amendment to the APC shall not constitute a condition precedent to the effectiveness or validity of such change or modification;

B. To require submission to the ARB of two complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Lot in the Properties. The ARB may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria;

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Properties, and which is visible from the outside of any Lot. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association and evidence thereof may be made by signature of an officer of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive; and

D. To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association in cash or check, at the time that plans and specifications are submitted to the ARB.

ARTICLE VII
USE RESTRICTIONS

The use of the Lots shall be in accordance with the following provisions:

7.1. The Property may be used for single-family residential living and for no other purpose. Any trade, business, profession or other type of commercial activity which creates traffic or other community disruption is strictly forbidden. Advertising a home business is forbidden.

7.2. No tents, trailers, recreational vehicles (RV's), shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or the Common Areas without the written consent of the Board.

7.3. No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, with the exception of eighteen inch (18") or smaller satellite dishes which may be installed in locations and in a manner approved by the Architectural Review Board.

7.4. No boats, trucks, vehicles with a commercial registration, vehicles with visible signs or lettering, any other commercial vehicles, trailers, recreational vehicles, motorcycles, or mopeds may be parked or stored upon any Lot or Common Area (except in a residential garage) overnight or for any portion of the interval between 11 P.M. and 7 A.M. Vehicles as determined by the Board to be exempt from overnight parking restrictions include only regularly driven and currently licensed passenger cars, passenger vans, station wagons, sport utility vehicles and pickup trucks with no commercial signage, markings, ladder racks or other appurtenances. Trucks by definition shall include: any vehicle with dual rear wheels regardless of body type or closed panel truck. This parking restriction further applies to any unregistered vehicle or vehicle that cannot be driven. Performance of any repairs or maintenance to any vehicle or boat, except in a residential garage isolated from public view, is prohibited. No portion of the Common Areas or private lawns may be used for parking purposes, except for a vehicle controlled by the Association.

7.5. No portion of the Common Areas shall be used as a drying or hanging area for laundry of any kind.

7.6. All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the waterline of any abutting lakes or water management areas. No stones, gravel or paving of any types shall be used as a lawn.

7.7. Nothing shall be done or maintained on any Lot, or the Common Areas which may be or become unsightly or a nuisance to Imperial Golf Estates. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.8. No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly

and attractive condition and all structures shall be maintained in a finished, painted and attractive condition. All lawns and landscaping shall be installed and maintained in a neat, orderly and live condition. All sprinkler systems shall be installed and maintained in a neat and orderly condition.

7.9. No automobile garage shall be permanently enclosed or converted to other use without the prior written permission of the Board of Directors.

7.10. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot, except in sanitary containers which shall be kept in the garage or in sanitary containers kept in an Architectural Review Board approved enclosure constructed with the dwelling screened from view of neighboring Lots and from view from the street. Sanitary containers may not be placed elsewhere except for the days scheduled for refuse pickup, when they may be placed in the appropriate pickup area. Trash and trash containers should not be placed at the curb before 6:00 P.M. on the evening preceding the day of pick-up and should be expeditiously removed after pick-up.

7.11. All permanent gas tanks with bulk fuel for home services such as swimming pool heaters, generators, fire places, stoves and others must be stored below ground.

7.12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on any Common Area. The Owner(s) of each Lot may keep pets of a normal domesticated household type such as a cat or dog on the Lot. The pets must be leashed at all times while outside the Lot. No pets are permitted in the recreation areas of the Association, if any. Each pet Owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents in the Property. No reptiles, amphibians or livestock may be kept in or on any Lot.

7.13. No Lot shall be increased in size by filling in any water retention or drainage area on which it abuts. Lot Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement. Docks or piers are forbidden in easement areas surrounding water retention basins (lakes). Existing docks or piers are exempt and may be repaired but not replaced.

7.14. In order to insure the health, safety and general welfare of all Members of the Association, the Association has the right to enter upon any Lot on which a residence has not been built, for the purpose of mowing, clearing or cutting under brush, or removing trash which has accumulated. However, this provision shall not create an obligation on the part of the Association to provide such service.

7.15. No septic tank shall be installed, used, or maintained, on any Lot.

7.16. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage located within the confines of any Lot or Lots shall be located underground.

7.17. Signage:

A. For Sale and For Rent Signs: Lot Owners and Realtors may display one single sided sign on the front of a Lot, no closer than twenty feet from the curb as specified below:

1. Total height must not exceed four feet (48 inches). The dimensions shall be 16 inches height x 21 inches width. Material will be wood, mounted on a 2 inch x 4 inch post.

2. Colors will be white numbering and lettering on dark brown background and post. Specific colors are provided in the Architectural Review Board guidelines document, the Architectural Planning Criteria (APC).

3. No more than five lines of lettering, including the phone number are allowed.

4. The sign may be displayed twenty-four (24) hours a day.

B. Open House Signs: Lot Owners and Realtors may display one two sided sign on the front of the Lot no closer than four feet from the curb as specified below:

1. The dimensions shall be 18 inches height x 24 inches width.

2. Only the word OPEN will be permitted on this sign. The sign may be displayed only when someone is on the property to show the residence.

C. Directional Signs: Lot Owners and Realtors may display one two-sided directional sign on nearest the corner of a cul-de-sac as specified below:

1. The dimensions shall be 18 inches height x 24 inches width.

2. Only the word OPEN, along with a directional arrow, will be permitted on this sign. The sign may be displayed only when someone is on the property to show the residence.

D. Undeveloped Lots: Undeveloped Lots may display one single sided sign on the front of the Lot, no closer than twenty feet from the curb as specified below:

1. Total height must not exceed two feet (24 inches). The dimensions shall be 7 inches height x 24 inches width.

2. The colors will be white numbers on brown background and post. Specific colors are provided in the Architectural Review Board APC document.

3. Only the phone number in four inch numbers is permitted on this sign.

All signs and locations must be approved by the Association. Improper signs or placement may result in removal by the Association.

7.18. No garage sale, yard sale, estate sale, tag sale or any other similar sale of merchandise will be allowed on any Lot.

7.19. No Lot Owner or occupant shall make or permit any disturbing noises by himself or his or her family, employees, agents, visitors or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of any other Lot Owner or occupant. No Lot Owner or occupant shall play or permit to be played any musical instrument, phonograph, television, CD, radio or sound amplifier on his or her Lot in such a manner as to disturb or annoy other residents. No obnoxious or offensive activity shall be carried on within the community or upon any part, portion or tract thereof, nor shall anything be done during or which may become a nuisance or an annoyance to the neighborhood.

7.20. The personal property of Lot Owners and occupants must be stored out of sight of other Lot Owners when not in use.

7.21. No window air conditioning units may be installed by Lot Owners or occupants. No Lot Owner shall have aluminum foil or similar material placed in any window or glass door. No unsightly materials, as determined by the Board of Directors, or signs may be placed on any window or door, nor be visible through such window or door.

7.22. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while on Common Areas and including full compliance for them of these Covenants, Conditions and Restrictions and all other regulations of the Association.

ARTICLE VIII EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.1. The Association, its agents, employees, invitees and assigns are granted a non-exclusive easement for ingress and egress over any Lot located in the Properties in order to gain access to the Common Areas or any Lot for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties and the Lots by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas and Lots or rights provided herein, together with an easement for the maintenance of sprinkler systems owned by the Association.

8.2. Each Lot and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service drainage and telephone, and roadways and driveways and the utilities and applicable governmental agencies having jurisdiction there over and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

8.3. The Association has the right without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Board shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, or for

the general health or welfare of the Lot, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

ARTICLE IX
ENFORCEMENT OF COVENANTS AND FINES

9.1. The Board shall have the authority from time to time to establish, adopt, promulgate, modify, amend and enforce reasonable rules and regulations relating to the Properties and the Common Areas and the operation, use, maintenance, management and control thereof and the conduct of all persons when using or on any of the Properties, and every Lot Owner and his or her tenants, guests, invitees and agents shall comply with any and all such rules and regulations as the same exist and as may be adopted in the future by the Board of Directors of the Association.

9.2. Failure to comply with any provision of this Declaration, the Bylaws, or the Architectural Planning Criteria or the Rules and Regulations from time to time adopted by the Board of Directors of the Association shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof. The Association shall be entitled to attorneys' fees and attorneys' fees on appeal in any such action, including any action to collect fees.

9.3. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use Common Areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any Member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing except that a fine may not exceed \$1,500.00 in the aggregate.

A. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension levied by the Board is approved by the committee, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

B. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due.

C. Suspension of Common-Area-use rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

D. The Association may not suspend the voting rights of a Member.

ARTICLE X
TRANSFER OF OWNERSHIP AND LEASING OF LOTS

10.1. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of Ownership and leasing of a Lot by an Owner shall be subject to the following provisions, which provisions each Owner covenants to observe.

10.2. Forms of Ownership.

A. A Lot may be owned by an individual person.

B. Co-ownership of Lots is permitted, but all Owners must be members of a single family or living together as a single family housekeeping unit. If Co-ownership is to be by more than two persons, Owner shall designate one natural person as "Primary Occupant," and the use of the Lot by other persons shall be as if the primary occupant is the actual Owner.

C. A Lot may be owned in trust or by a corporation, partnership, or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. Said corporation, trustee or any entity which is not a natural person shall designate one natural person to be the "Primary Occupant," and the use of the Lot by other persons shall be as lessees and as if the primary occupant is the only actual Owner.

D. A Lot may become subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, during said life estate the life tenant shall be the only Member in the Association from such Lot and occupancy of the Lot shall be as if the life tenant was the only Owner. The life tenant and remaindermen shall be jointly and severally liable for all assessments, fines and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. If there is more than one life tenant, they shall be treated as if they were Co-owners for purposes of voting and occupancy rights.

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 a fee of \$1,500.00 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. Transfers to spouses or transfers made solely for the purpose of estate planning purposes wherein the grantors will retain an interest in the Lot are exempt from paying a transfer fee.

B. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage to an Institutional Mortgagee 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. Leases.

A. The lease of a Lot is defined by occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the nonowner involves consideration (the payment of money, the exchange of goods or services or any other exchange of value). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration. All leases of Lots must be in writing. Should an Owner wish to lease his Lot, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all proposed Residents, and such other information as the Association may reasonably require. Any Person occupying the Lot as a Resident after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Tenants or Resident. The Association shall give the Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. “Rent-sharing” and subleasing are prohibited. All Leases must contain provisions requiring Tenants to comply with this Declaration, the Bylaws, and the Rules and Regulations of the Association. In the event any Tenant violates said Declaration, Bylaws, or the Rules and Regulations of the Association, the Association may bring an action for eviction of such Tenant and all costs incident to such action, including attorneys’ fees, shall be the responsibility of the Owner from whom the Tenant leased.

B. No Lot may be leased for a period of less than thirty (30) days nor more than two (2) time per year. No subleasing or assignment of lease rights is allowed unless approved by the Board. No individual rooms may be rented and no transient tenants may be accommodated.

C. The Board shall have the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Lot as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board shall have

the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Lot as a condition for approval.

D. Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to termination of the lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other occupant, Guest or invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, occupants, Guests or invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, occupants, Guests or invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, occupants, Guests or invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

E. Any Owner intending to lease his Lot shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the

lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

1. The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

(a) a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or

(b) a first or second degree felony involving illegal drugs within the past ten (10) years; or

(c) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or

(d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

2. The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

3. The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

4. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

5. The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a Tenant, Resident, Occupant or Guest;

6. The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

7. All Assessments, fines and other Charges and monetary obligations against the Lot and/or Owner have not been paid in full.

F. Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Lot as provided herein.

G. Association Fee. The Owner or Tenant seeking approval of a lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board.

ARTICLE XI ADDITION OF LANDS

11.1. Certain additional lands may be added to the Properties and to this Declaration and Imperial Golf Estates upon terms and conditions determined by the Board, consisting of:

A. Additions to the Common Areas, provided that no such additional land shall be allowed to contain any dwelling unit of any kind; and

B. Additions to the Association will be considered for single-family lots subject to approval by a vote of at least two-thirds (2/3) of the Members who are present, in person or by proxy, at a meeting duly called for this purpose.

The Board of Directors of the Association may record Certificates of Amendment to this Declaration in the Public Records of Collier County, which need not require the joinder of any Member of the Association, submitting the above described properties to this Declaration, at which time, each platted lot in the added property shall become a lot subject to all the provisions of this Declaration and the Owner(s) of each such lot shall be Member(s) of the Association and any common areas of the property added shall be deeded to the Association as Common Area.

ARTICLE XII GENERAL PROVISIONS

12.1. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Board of Directors on behalf of the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part or an instrument signed by the Owners of two-thirds (2/3) of the Lots agreeing to terminate said covenants and restrictions. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants

or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement.

12.2. Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be set aside as reserves of the Association, spent, or distributed to the Lot Owners equally, or any combination thereof, as determined by the Board.

12.3. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed.

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

12.5. This Declaration may be amended at any time by the adoption of a resolution at a meeting of the Members called for that purpose at which a quorum is present by at least two-thirds (2/3) of the Members present in person or by proxy.

12.6. Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

12.7. This Second Amended and Restated Declaration shall become effective as of the date of recording in the Public Records of Collier County, Florida.

12.8 The Association and Members shall participate in and be bound by the Greater Imperial Board, Inc. Agreement dated May 8, 2008, as amended or restated. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, the Association has caused these presents to be executed as of this 16th day of May, 2007.

Exhibit "A"

RESTATED¹ SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATIONOFIMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.1007(4), Florida Statutes, the Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation not for profit, are hereby amended and restated in their entirety. Its original Articles of Incorporation were filed with the Department of State of Florida on May 22, 1979. The Second Amended and Restated Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc. shall henceforth be as follows:

Index

Article 1 Name
 Article 2 Purpose and Powers
 Article 3 Membership
 Article 4 Term
 Article 5 By-Laws
 Article 6 Directors and Officers
 Article 7 Amendments
 Article 8 Indemnification Certificate

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Imperial Golf Estates Homeowners Association, Inc.

ARTICLE II

PURPOSE AND POWERS: The general purposes for which the Association is organized are:

- (A) To promote the health, safety and social and economic welfare of property Owners within the area referred to as "Imperial Golf Estates," as more particularly defined in the By-laws of the Association.
 - (B) To represent the property Owners in governmental issues at all levels of the government where such issues may impact upon the well-being of the community.
 - (C) To establish and enforce various codes and regulations which will maintain the distinct environment and residential atmosphere that is singular to Imperial Golf Estates.
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¹ Editor's Note: This document is a restatement of the Second Amended and Restated Articles of Incorporation, as amended from time to time. This document does not supersede the recorded documents and is intended to be used for administrative convenience of the Association in having access to the relevant portions of the Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc. and all amendments in a single instrument.

- (D) To maintain and/or repair landscaping in the general and common areas, parks, drainage, easements, roads, streets and any property or structure which may be the responsibility of the Association.
- (E) To work cooperatively with other organizations or corporations within the Imperial Golf Estates community regarding security and other matters.
- (F) To participate in the Greater Imperial Board, Inc. Agreement dated May 6, 2008, as amended or restated.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions applicable to the properties subject to the jurisdiction of the Association, and the By-laws, as they may hereafter be amended, including but not limited to the following:

- (A) To levy and collect assessments against Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To maintain, repair, replace, improve and operate the Common Areas and other properties serving the Association.
- (C) To purchase insurance upon the Common Areas, Association property and Directors and Officers for the protection of the Association and its Members.
- (D) To reconstruct Common Area improvements after casualty and to make further improvements of the Common Areas.
- (E) To make, amend and enforce reasonable rules and regulations governing the users of the Common Areas, and the operation of the Association.
- (F) To charge recipients for services rendered by the Association and for use of Association property when such is deemed appropriate by the Board of Directors of the Association.
- (G) To enforce the provisions of the Governing Documents.
- (H) To contract for management services and to delegate any powers and duties of the Association in connection therewith, except such as are specifically required by law or by the Governing Documents to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional or nonprofessional personnel to perform the services required for proper operation of the Association.

- (J) To borrow money as necessary to effectuate the objects and purposes of the Association, provided that the total amount owing at any time shall not exceed the total amount of the current annual budget, by a vote of at least two-thirds of the Members who are present, in person or by proxy, at a meeting duly called for this purpose.
- (K) To construct capital improvements.
- (L) To participate in and to be bound by the Greater Imperial Board, Inc. Agreement dated May 6, 2008, as amended or restated. The Association shall be subordinate to and subject to the authority of the Greater Imperial Board, Inc. only to the extent set forth in said Agreement, as amended or restated.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. The "Governing Documents" are those identified as such in Section 1.3 of the By-laws of the Association.

ARTICLE III

MEMBERSHIP:

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Lots in Imperial Golf Estates, excluding those who hold such interest merely as the security for the performance of an obligation, and as further provided in the By-laws.
- (B) Change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.
- (C) The share of a Member in the funds and assets of the Association cannot be assigned, or transferred in any manner except as an appurtenance to his or her Lot.
- (D) The Owners of each Lot, collectively, shall be entitled to the number of votes in Association matters as set forth in the By-Laws. The manner of exercising voting rights shall be as set forth in the By-laws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The By-laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors. Directors must be Members of the Association.
- (B) Directors of the Association shall be elected by the Members in the manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws.
- (C) The business of the Association shall be conducted by the officers designated in the By-laws. The officers shall be elected by the Board of Directors at its first meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. The Board of Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members entitled to vote on the proposed amendment, which may be either an annual or a special meeting
- (B) Procedure. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each Member entitled to vote at such meeting in accordance with the By-laws.
- (C) Vote Required. The proposed amendment shall be adopted upon receiving at least a majority of the votes which Members present at such meeting or represented by proxy are entitled to cast. Members may amend the Articles of Incorporation, without action by the directors, at a meeting for which notice of the changes to be made is given. Any number of amendments may be submitted and voted upon at any one meeting. The proposed amendment may also be adopted by the Members by action without a meeting pursuant to the By-laws.
- (D) Effective Date. An amendment shall become effective upon proper filing of Articles of Amendment with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

INDEMNIFICATION:

The Association shall indemnify any person made or threatened to be made a party to any action or proceeding by reason of the fact that he/she, his or her testator or intestate, is or was a director,

officer or committee Member of the Association, in the manner and to the maximum extent permitted by the Florida Not For Profit Corporation Act (and the Florida Business Corporation Act, to the extent applicable to the Association), as amended from time to time; and the Association may, in the discretion of the Board of Directors, indemnify any other corporate personnel to the extent permitted by law.

CERTIFICATE

The undersigned, being the duly elected Vice President and Secretary of Imperial Golf Estates Homeowners Association, Inc., hereby certify that the foregoing Second Amended and Restated Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc. were duly proposed by the Board of Directors of the Association and duly adopted by the Members in accordance with the requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

RESTATED¹ SECOND AMENDED AND RESTATED BY-LAWS

OF

IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.

- Article 1 General
- Article 2 Members
- Article 3 Members Meeting
- Article 4 Board of Directors
- Article 5 Officers
- Article 6 Fiscal Matters
- Article 7 Committees
- Article 8 Additional Property
- Article 9 Rules and Regulations
- Article 10 Compliance and Default Remedies
- Article 11 Amendment of By-Laws
- Article 12 Miscellaneous

1. GENERAL: These are the Second Amended and Restated By-laws of Imperial Golf Estates Homeowners Association, Inc., hereinafter the “Association”, a corporation not for profit organized under the laws of Florida as a residential homeowners association. All prior By-laws are hereby revoked and superseded in their entirety.

1.1. Principal Office. The principal office of the Association shall be at such locations as may be determined by the Board of Directors.

1.2. Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not for profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3. Definitions. The following definitions, in addition to the definitions provided in the Declaration of Covenants, Conditions and Restrictions referred to below, shall apply to terms used in these By-laws.

A. “Governing Documents” shall mean and refer to any and all of the following:

¹ Editor’s Note: This document is a restatement of the Second Amended and Restated Bylaws, as amended from time to time. This document does not supersede the recorded documents and is intended to be used for administrative convenience of the Association in having access to the relevant portions of the Bylaws of Imperial Golf Estates Homeowners Association, Inc. and all amendments in a single instrument.

(1) Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates (the “Declaration”) dated May 16, 2007;

(2) Second Amended and Restated Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc. dated May 16, 2007; and

(3) These Second Amended and Restated By-laws of the Association.

The term shall also include all amendments and recorded exhibits to any of the foregoing documents, and shall also include any recorded instruments which may be executed in the future with respect to other lands which may be included within the Properties, pursuant to Article XI of the Declaration.

B. “Properties” or “Imperial Golf Estates” shall mean and refer to the following real property:

(1) Imperial Golf Estates, Phase I, according to plat thereof in Plat Book 12, Pages 61-64, Public Records of Collier County, Florida, containing 120 Lots;

(2) Imperial Golf Estates, Phase 2, according to plat thereof in Plat Book 12, Pages 112-115, Public Records of Collier County, Florida, containing 142 Lots;

(3) Imperial Golf Estates, Phase Three, according to plat thereof in Plat Book 13, Pages 52-54, Public Records of Collier County, Florida, containing 112 Lots;

(4) Imperial Golf Estates, Phase IV, according to plat thereof in Plat Book 13, Pages 104-106, Public Records of Collier County, Florida, containing 115 Lots;

(5) Imperial Golf Estates, Phase V, according to plat thereof in Plat Book 16, Pages 69-70, Public Records of Collier County, Florida, containing 145 Lots; and

(6) Any other real property which may be owned by, or made subject to, the jurisdiction of the Association, pursuant to Article XI of the Declaration.

2. MEMBERS.

2.1. Qualifications. The Members of the Association shall be the record owners of legal title to all Lots in Imperial Golf Estates. The foregoing is not intended to include persons who hold their interest merely as security for the performance of an obligation. In the case of a Lot subject to an agreement for deed, the contract vendee shall be deemed the owner for purposes of determining membership rights. Membership shall become effective upon the occurrence of the last to occur of the following events:

A. Recording in the Public Records of a Deed or other instrument evidencing legal title in the Member.

B. Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

2.2. Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of possible votes (the “voting interests”) shall equal the total number of Lots located in the Properties. The vote of a Lot is not divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one natural person, his or her right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, that Lot’s vote may be cast by any one of the record owners. If two or more owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a Lot is a corporation, partnership, or other entity which is not a natural person, the vote shall be cast by the president of the corporation, general partner of the partnership, or other chief executive officer of the entity.

2.3. Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person who could cast the vote of such Lot at an Association meeting, unless the joinder of all record owners is specifically inquired.

2.4. Termination of Membership. The termination of membership in the Association does not relieve or release a former Member from liability or obligation incurred in, or in any way connected with, the Association during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS MEETINGS.

3.1. Annual Meeting. There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day and at a time and place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2. Special Members Meetings. Special meetings of the Members must be held whenever called by the President, a majority of the Board of Directors, or upon written request of at least ten per cent (10%) of the voting interests. Such request shall state the purpose or purposes of the meeting. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3. Notice of Meetings; Waiver of Notice. Notice of all Members meetings must state the time, date, and place of the meeting. The notice must be mailed to each Member at his or her address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for seeing to it that the

Association is furnished any change of the Member's address. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Lot and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Lot. The notice must be mailed, delivered or electronically transmitted no fewer than fourteen (14) or more than sixty (60) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed, no separate notice to the new owner is required. An affidavit of the Officer or other person making such mailing or delivery shall be retained in the Association records as proof of mailing. Attendance of a Member at any Members meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs. A Member may waive notice of any meeting at any time, but only by written waiver or attendance. Notice to the Members of meetings of the Board, meetings of a Committee for which the Act requires notice in the same manner as meetings of the Board, and annual and special meetings of the Members, may be electronically transmitted or posted as provided by law. Consent by a Member to receive notice by electronic transmission must be in writing, if required by law, and shall be revocable, as provide by law.

3.4. Quorum. A quorum shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least one quarter (1/4) of the votes of the entire voting interests entitled to vote. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such voting interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Governing Documents or the Act. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5. Vote Required. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall be binding upon all Members for all purposes, except where a different vote is required by law or by any provision of the Governing Documents.

3.6. Proxies. A person entitled to vote at a meeting of Members may vote in person or may vote by limited proxy specifying how the proxy is to vote on specific matters executed in writing by the person or by his or her duly authorized attorney-in-fact. General proxies may be used only to establish a quorum. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the person who executes it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the meeting for which it is given and the original must be delivered to the Secretary or his or her designee at least forty-eight (48) hours before the appointed time of the

meeting or adjournment thereof. Holders of proxies need not be Members. The holder of a proxy shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7. Adjourned Meetings. Any duly called meeting of the Members may be adjourned to a later date by vote of the majority of the voting interests present, regardless of whether a quorum is present. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.8. Order of Business. The order of business at meetings of the Members shall generally be as follows:

- A. Call of the roll or certification of quorum and proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Minutes of the last Members meeting.
- D. Reports of Officers.
- E. Reports of Committees.
- F. Election of Directors (annual meeting only).
- G. Unfinished Business.
- H. New Business. (Where possible, Members intending to bring new business to a meeting of Members shall provide written notice thereof to the Board of Directors at least three [3] business days prior to the meeting.)
- I. Member Items.
- J. Adjournment.

3.9. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner, and shall be available for inspection by Members or their authorized representatives, and Board Members at reasonable times. The Association shall retain these Minutes for at least seven (7) years.

3.10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or with the Governing Documents. The President or presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived. Members have the right to speak at any meeting with reference to all items open for discussion or included on the agenda for a period at least three (3) minutes on any items, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member's statements, which rules must be consistent with this paragraph.

3.11. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members entitled to vote having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the Members entitled to vote, whichever is greater. Upon receiving the required number of written consents, the Board of Directors shall take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

3.12. Ballots for the Election of Directors. Pursuant to Section 617 Florida Statutes as the same may from time to time be amended, Members may vote in the election of Directors either in person at a meeting of Members or by written ballot personally cast at such meeting or by delivery to the Secretary 48 hours prior to the meeting or the time appointed for the counting of ballots. An absentee ballot for the election of Directors shall be included with the notice of the annual meeting, subject to the following:

A. To be valid, an absentee ballot must be in writing, dated, signed by the person authorized to cast the vote for the Lot, and the original must be delivered to the Secretary or his or her designee at least forty-eight (48) hours before the appointed time of the meeting or the time set for the counting of ballots.

B. If more than one properly executed absentee ballot is received for the same Lot, the ballot bearing the latest date shall supersede the others.

C. The procedure described in this Section 3.12 may also be used for the election of Directors without a meeting in the event all positions on the Board of Directors are vacant unless an annual meeting is scheduled to be held within 90 days.

4. BOARD OF DIRECTORS. All corporate powers of the Association granted by law or the Governing Documents shall be exercised by or under the authority of, and the affairs of the Association managed under the direction of, the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1. Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). In order to provide for a continuity of experience by establishing a system of staggered terms, commencing with the 1988 Annual Meeting, the four (4) candidates receiving the highest number of votes shall be elected for two (2) year terms. The three (3) candidates receiving the next highest number of votes shall be elected for one (1) year terms. Thereafter, all Directors shall be elected for two (2) year terms and be divided into two (2) classes. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. Each Director shall hold office for the term to which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified or until his or her earlier resignation, removal from office or death. Directors shall be elected by Members at the Annual Meeting, or in the case of a vacancy as provided in 4.4 below.

4.2. Qualifications. Directors must be Members eligible to vote or spouses of Members. When a Lot is owned by a corporation, a partnership, limited liability company or similar entity, any eligible voter, as described in Article 2.2 of these Bylaws, and the spouses of such persons, shall be eligible for Board service. When a Lot is held in trust, grantors, trustees and beneficiaries of the trust (provided that the beneficiaries occupy the Lot), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy and such person is not identified on the deed to the Lot as the grantor, trustee or beneficiary of the trust, a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. No two individuals from the same Lot shall be eligible to serve on the Board at the same time, unless they own more than one Lot, in which case eligibility is limited to one Director per Lot.

4.3. Nominations and Elections. At each Annual Meeting the Members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. The Board of Directors shall adopt and utilize a procedure whereby any person eligible to serve as a Director who wishes to be a candidate may notify the Association in writing of his or her desire to be a candidate at least sixty (60) days prior to the Annual Meeting. All eligible persons giving such notice shall be listed alphabetically in the notice of the Annual Meeting and on any ballot form distributed by the Association. At the Annual Meeting, the Secretary shall place in nomination all persons whose names appear on the list. No nominations from the floor will be accepted. Directors shall be elected by a plurality of the votes cast at the Annual Meeting in person or by written ballot personally cast and returned to the Secretary as provided in the notice of Annual Meeting and in Section 3.12 above. Proxies shall not be used in electing Directors except to establish a quorum. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No voting representative of any Lot may cast more than one (1) vote for any candidate, it being the intent hereof that voting in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote. If, because a vacancy must be filled, there are some Directors to be elected for one (1) year terms as well as one or more Directors to be elected for two (2) years, the candidates receiving the higher number of votes shall be elected for the longer terms.

4.4. Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, or the sole remaining Director, as the case may be, shall promptly choose a successor or successors who shall hold office for the unexpired term of his or her predecessor in office. If the vacancy is not so filled or if no Director remains, any vacancy shall be filled by the Members at a special meeting called for that purpose or at the next Annual Meeting of Members if the same is scheduled to be held within 90 days.

4.5. Removal of Directors. Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the vote or petition shall be separate as to each Director sought to be removed. If a special meeting is called by twenty-five percent (25%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date notice is given. If any Director shall be absent from three (3) consecutive Board meetings that Director shall be deemed to have submitted his or her resignation as a Director, and a vacancy shall exist.

4.6. Organizational Board Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the Annual Meeting at which they were elected.

4.7. Board Meetings Generally. Meetings of the Board may be held at such time and place in Florida, as shall be determined from time to time by the President or by a majority of the Directors. A meeting of the Board also occurs whenever a quorum of the Board gathers to conduct Association business. There shall be a minimum of four (4) meetings of the Board in each calendar year. Meetings of the Board of Directors shall be open to all Members. Members have a right to speak on any matter placed on the agenda for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of the Member statements, which rules must be consistent with the Florida Statutes and may include a sign up sheet for Members wishing to speak. Board meetings and committee meetings between the Board or a committee and the Association's attorney are not required to be open to Members.

4.8. Notice of Board Meetings. Regularly scheduled meetings of the Board of Directors may be held without notice to Directors. Notice of all special meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegram, at least 48 hours in advance of the meeting. Notices of meetings shall be posted in a conspicuous place on Association property at least 48 hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered, and a statement of the nature of such assessments. Written notice of any meeting at which special assessments will be considered, or at which rules that regulate the use of parcels in the community may be adopted, amended or revoked must be mailed, delivered or electronically transmitted to the Members and parcel owners and posted conspicuously on the property or broadcast on a closed circuit cable television not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

4.9. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the terms of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.10. Quorum of Directors. A majority of the total number of Directors prescribed by these By-laws shall constitute a quorum for the transaction of business by the Board of Directors. Members of the Board of Directors may participate in any meeting of the Board or meeting of an executive or other committee, in person or by means of a conference telephone call or similar communicative arrangement by which all Directors participating may simultaneously hear each other during the meeting. Participation by such means shall be deemed equivalent to presence in person.

4.11. Vote Required. The acts approved by a majority of those Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or secret ballot at Board meetings.

4.12. Presumption of Assent. A Director who is present at a meeting of the Board of Directors or a committee of the Board when corporate action is taken is deemed to have assented to the action taken, unless he or she objects at the beginning of the meeting or promptly upon his or her arrival, to holding the meeting or transacting specified affairs at the meeting, or he or she votes against or abstains from the action taken.

4.13. Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum is present, may adjourn the meeting from time to time. At any adjourned meeting, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.14. Action Without a Meeting. Any action required or permitted to be taken at a Board of Directors meeting or committee meeting may be taken without a meeting if the action is taken by all members of the Board or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member. Such action is effective when the last Director signs the consent, unless the consent specifies a different effective date. Such a consent has the effect of a meeting vote and may be described as such in any document.

4.15. The Presiding Officer. The President of the Association, or in his or her absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.16. Compensation of Directors and Officers. Neither directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

5. OFFICERS.

5.1. Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected or appointed annually by the Board. Any officer may be removed at any time with or without cause by the Board of Directors. The same individual may simultaneously hold more than one office. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one President and more than one Vice-President.

5.2. President. The President shall be the chief executive officer of the Association; he or she shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees (except the Architectural Review Board), shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3. Vice Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

5.4. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall be responsible for causing all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He or she shall keep a current membership book of all Members containing, in alphabetical order, the name, mailing address, lot identification, and, if known, telephone number of all Members, and shall give, or cause to be given any required notice of meetings of the Members and of the Board of Directors. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording and filing of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by the Assistant Secretary, if one has been designated.

5.5. Treasurer. The Treasurer shall have responsibility for the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. He or she shall cause all monies and other valuable effects to be deposited in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall oversee disbursement of the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and

Directors, at meetings of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association. The Treasurer shall be a required signatory for checks or other negotiable instruments. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.6. Association Records. The Board of Directors shall have the ultimate responsibility for causing the Association to keep correct and complete books and records as required by law and by the Governing Documents, including without limitation, F.S. 617, as the same may from time to time be amended. The Board may delegate appropriate portions of such responsibilities to the Secretary, Treasurer or any other officer or agent. All books and records of the Association shall at all times during reasonable hours, be subject to inspection by any Member. The Governing Documents of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in other portions of the Governing Documents shall be supplemented by the following provisions:

6.1. Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, and may utilize insured money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles. Bank statements shall be sent to the Treasurer for review and approval before passing them on to any manager retained by the Association.

6.2. Budget. The Board of Directors shall, not later than November 30th of each year, adopt an annual budget for income and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year, as well as all fees and charges for recreational amenities. A copy of the adopted budget shall be mailed to or served on the owner of each Lot within ten (10) days after the adoption. The budget shall be detailed and shall show the amounts budgeted by accounts and income and expense classifications.

6.3. General Reserves. The Board may establish one or more reserve accounts for contingencies, operating expenses, repairs, improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amount proposed to be so reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the Board.

6.4. Assessments. Regular annual assessments based on the adopted budget shall be payable quarterly in advance, due on the first day of each quarter. Written notice of the quarterly assessment shall be sent to all Members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay.

6.5. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in

such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums of such bonds shall be paid by the Association.

6.6. Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Board shall prepare an annual financial report showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, and an income and expense statement for the year, detailed by accounts. A copy of the annual financial report shall be provided to each Member within ten (10) days of its completion, or in the alternative, the Association shall within said ten (10) day period give notice to each Member that a copy of the financial report is available upon request at no charge to the Member.

6.7. Audits. If required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, a certified audit of the accounts of the Association shall be made by an independent Certified Public Accountant, and a copy of the audit report shall be available to all Members.

6.8. Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be comingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a Member shall be applied as to interest, delinquencies, costs and attorneys fees, fines, other charges, and regular or special assessments, in such manner and amounts as the Board of Directors may determine.

6.9. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

6.10. Estoppels Letter. Within fifteen (15) days of receipt of a written request, the Association shall furnish in writing to any Member, mortgagee or prospective purchaser, a written statement with regard to whether all assessments and other amounts due and owing as to a Lot have been paid.

7. COMMITTEES. The Board of Directors shall have the authority to designate and appoint such standing or temporary committees of the Association as it may from time to time find to be necessary or desirable to assist the Board in conducting the affairs of the Association. Each committee member (except members of the Architectural Review Board (ARB)) shall have the qualifications described in Section 4.2 for Directors. Such committees so created shall have the powers and duties specified in the resolution creating the committee, subject to the following:

7.1. Nominating Committee. The Nominating Committee shall be a temporary committee of the Association and shall consist of a chairman and at least two (2) other qualified persons, none of whom may be candidates for office. The committee members shall be appointed at least ninety (90) days prior to the Annual Meeting and shall serve until the date of the meeting. The purpose of the Nominating Committee is to ensure that there are sufficient candidates for office to fill the available seats, and to ensure that all nominees are eligible to serve, if elected.

7.2. Maintenance / Beautification Committee. The Maintenance / Beautification Committee shall be a standing committee of the Association and shall consist of a chairman and at least two (2) other qualified persons. The Maintenance / Beautification Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the common Areas, and may perform other functions as the Board may determine.

7.2A Fining Committee. A committee composed of at least three Members appointed by the board who are not officers, directors, or employees of association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee reviews proposed fines for violations of the Governing Documents.

7.3. Architectural Review Board. (The “ARB”) The Architectural Review Board shall be a standing committee of the Association and shall consist of a chairman and at least two (2) other persons. The ARB shall have the duties and functions as described in the Declaration and as follows:

A. Members; Qualification. The Architectural Review Board, hereinafter ARB, shall be composed of at least three (3) persons who need not be Members of the Association or qualified as described in Section 4.2 above. The Board shall in good faith attempt to appoint at least one (1) architect or building contractor.

B. Selection; Terms. The members of the ARB shall be appointed by the Board of Directors to serve terms of one (1) year beginning on January 1 of each year. If a vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARB may be removed at any time with or without cause by vote of a majority of the full Board of Directors.

C. Compensation. Any or all of the members of the ARB may be compensated for their services in an amount to be determined by the Board of Directors.

D. Meetings. The ARB shall meet at least once during each quarter to carry out its duties and functions under the Declaration. Special meetings may be called as needed by the Chairman.

E. Procedures, Voting. A majority of the members of the ARB shall constitute a quorum. All questions shall be decided by a majority of the ARB members present at a meeting at which a quorum is present. Members may not vote by proxy or secret ballot. Where a question involves proposed changes to a Lot owned by an ARB member, that member shall be disqualified from participation in the proceedings. Any owner whose proposed changes are disapproved shall be entitled to a written statement of the reason(s) for disapproval.

F. Appeal. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. Within thirty (30) days after receipt of such a written request, the Board of Directors shall meet, and written notice of the time date and place of the meeting shall be given to the members of the ARB and the aggrieved party, all

of whom shall have a right to attend the meeting and to make a statement pursuant to procedures established by the Board. Within ten (10) days after the Board of Directors meeting, the Board shall send written notice of its decision to all interested parties. The Board's decision shall in all events be final and dispositive.

7.4. Communications. It shall be the duty of each committee to receive complaints, requests; and other communications from Members on any matter involving Association functions, duties, activities within the committee's scope of responsibility as established by the Board. The committee shall handle the matter as it deems appropriate, or may refer the matter to another committee or to the Board of Directors.

7.5. Chairman. The President shall have the power to appoint the chairman for any and all committees.

7.6. Minutes. Committees shall keep accurate minutes of their meetings and proceedings, and shall provide copies to the Secretary of Association.

7.7. Reports. Chairmen of committees shall make periodic reports to the Board and the membership in writing or by oral presentation. The form of the report shall be as determined by the President.

7.8. Procedures. Unless otherwise provided in this Section 7, the provisions of these By-laws, the Governing Documents and Florida Statutes governing meetings, notice, waiver of notice, quorum and voting requirements of the board of directors, shall apply to committees of the Association and their Members.

8. ADDITIONAL PROPERTY. Certain additional lands may be added to the Properties upon terms and conditions determined by the Board of Directors as described in Article XI of the Declaration.

9. RULES AND REGULATIONS. The Board of Directors, shall have the right from time to time to establish, adopt, promulgate, modify, amend and enforce reasonable rules and regulations relating to the operation, use, maintenance, management and control of the Properties and the Common Areas, including without limitation, the streets and areas reserved for storm water management, as more particularly described in Article II, Section 2.1(C) and Article IX of the Declaration. Copies of such rules and regulations shall be furnished to each Member. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, welfare, happiness and peace of mind of the Members of the Association and be uniformly applied and enforced.

10. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided elsewhere in the Governing Documents, the following provisions shall apply:

10.1. Enforcement and Fines. The Board of Directors shall have the authority described in Article IX of the Declaration to adopt Rules, to enforce any such Rules and all provisions of the Governing Documents, and the Association may levy and collect fines in accordance with the

Chapter 720, Florida Statutes, the Homeowners' Association Act, as amended from time to time, and as follows:

- A. The Association may levy a reasonable fine, not to exceed \$100.00 per violation, against any member, tenant, guest or invitee for the failure of the owner of the parcel or its occupant, licensee or invitee to comply with any provisions of the Governing Documents or reasonable rules of the Association. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that a fine may not exceed \$1,500.00 in the aggregate.
- B. A fine may not be imposed without notice of at least fourteen days to the person sought to be fined, and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors or employees of the Association, nor the relative of any officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the proposed fine or suspension levied by the board is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.
- C. These requirements for imposing a fine do not apply to the imposition of fines upon any Member because of the failure of the Member to pay assessments or other charges when such action is authorized by the Governing Documents.
- D. Fines shall be a continuing lien against the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and the cost of collection, in the same manner as provided for the other assessments of the Association. Liens for unpaid fines may be foreclosed in the same manner as other assessments of the Association. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

10.2. Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Member.

10.3. Availability of Remedies. Each Member, for himself, his or her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations, regardless of the harshness of the remedy utilized by the Association and regardless of the

availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the use of the Properties free from unreasonable restraint and annoyance.

11. AMENDMENT OF BY-LAWS. Amendments to these By-laws shall be proposed and adopted in the following manner:

11.1. Proposal. The Board of Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members entitled to vote on the proposed amendment, which may be either an annual or a special meeting.

11.2. Procedure. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each Member entitled to vote at such meeting in accordance with these By-laws.

11.3. Vote Required. The proposed amendment shall be adopted upon receiving at least a majority of the votes which Members present at such meeting or represented by proxy are entitled to cast. Members may amend the By-laws, without action by the directors, at a meeting for which notice of the changes to be made is given. Any number of amendments may be submitted and voted upon at any one meeting. The proposed amendment may also be adopted by the Members by action without a meeting pursuant to the By-laws.

11.4. Effective Date. An amendment shall become effective upon recording a certified copy in the Public Records of Collier County, Florida.

12. MISCELLANEOUS.

12.1. Gender. Whenever the masculine or singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

12.2. Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

12.3. Conflict. If any irreconcilable conflict should exist, or hereafter arise, between a provision of these By-laws and any portion of the Declaration of Covenants, Conditions and Restrictions or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of the By-laws.

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