

Retn:
GARLICK STYTLER ET AL
PICK UP

CERTIFICATE OF AMENDMENT
OF
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.

The undersigned, being the duly elected Vice President, in the President's absence, and Secretary, respectively, of the Imperial Golf Estates Homeowners Association, Inc., a Florida corporation not for profit, do hereby certify that in excess of two-thirds (2/3) of the voting interests of the membership of the Imperial Golf Estates Homeowners Association, Inc. have joined in the execution of this instrument, as evidenced by Exhibit "B" hereto, and that in excess of two-thirds of the Members in person or by proxy at a meeting called for said purpose at which a quorum was present, voted to adopt the attached Exhibit "A" and further:

RESOLVED, that the Declarations of Covenants, Conditions and Restrictions for Imperial Golf Estates, recorded in the Public Records of Collier County, Florida, all be amended and restated as the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions For Imperial Golf Estates, as set forth in the attached Exhibit "A":

- (a) Phase I recorded May 3, 1979 in O. R. Book 808 Page 1845;
- (b) Phase II recorded November 12, 1980, in O. R. Book 891, Page 1206;
- (c) Phase III recorded July 20, 1982 in O. R. Book 980 Page 1394;
- (d) Phase IV recorded March 20, 1985 in O. R. Book 1126 Page 508;
- (e) Phase V recorded February 2, 1990 in O. R. Book 1502 Page 1307.

ATTEST:

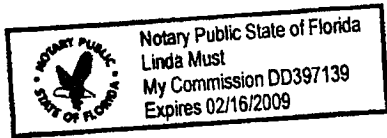
Harlan J. Dam
Secretary

IMPERIAL GOLF ESTATES
HOMEOWNERS ASSOCIATION, INC.By: Richard C. Kelie
Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 16th day of May, 2007, by Richard E. Ritchie, as President and by Nathan J. Sam, as Secretary of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They have produced Driver's Licenses as identification and did/did not take an oath.



(Seal)

Linda Must
Notary Public
Printed Name: Linda Must

My commission expires: 2/16/09

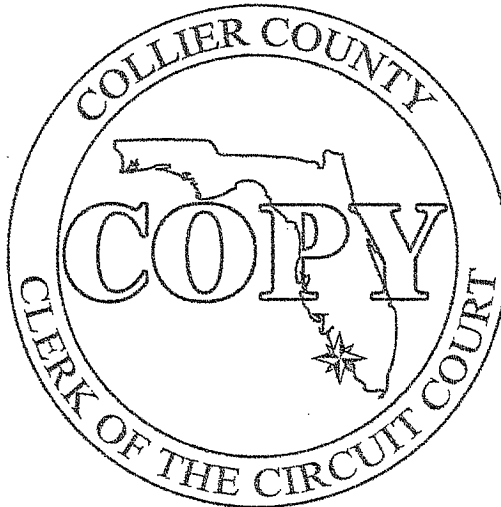


Exhibit "A"

SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

IMPERIAL GOLF ESTATES

WITNESSETH:

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 for Imperial Golf Estates, recorded at O.R. Book 2305, pages

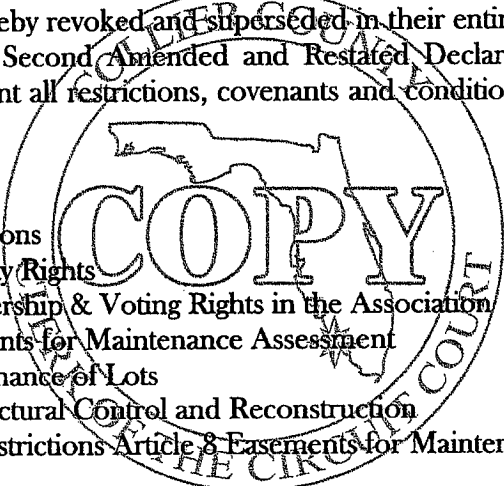
2245, et seq. of the Public Records of Collier County, Florida, provide for amendment of each of said Declarations by the execution and recordation of an instrument executed by Owners holding not less than two-thirds of the voting interests of the membership, and

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.

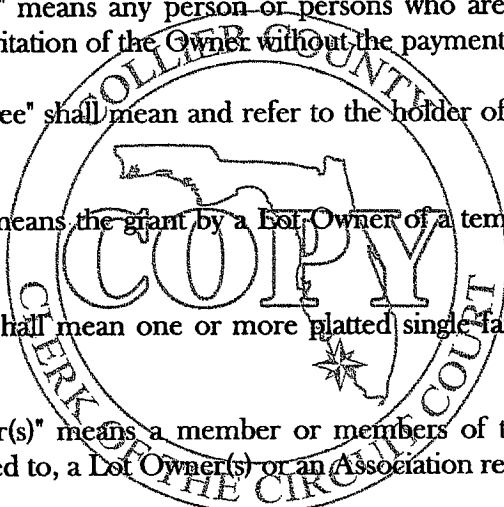
1.9 "Lot(s)" shall mean one or more platted single family residential lot in the Properties.

1.10 "Member(s)" means a member or 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 repairs 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 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 residents in the Properties 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 services to be available to all residences pursuant to agreements approved by the board and entered into by the Board and a cable television supplier. The cost of such cable television services shall be equally assessed and levied only against those Lots improved with a completed 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.

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 or fine 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 or fine 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 or fine 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 and fines 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 or fines thereafter becoming due, nor from the lien of any subsequent assessment or fine.

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, and sport utility vehicles. Trucks by definition shall include: any vehicle with dual rear wheels regardless of body type; any pick up truck with or without a cap; 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.

COLLIER COUNTY
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.

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 \$50 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 for a total aggregate amount not to exceed \$1,000.00 per year.

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.

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 \$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.

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. All Leases of Lots must be in writing and a copy of any Lease shall be delivered to the Board of Directors of the Association or their Property Manager upon commencement of the said Lease. 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) times 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. No one but the lessee, his or her family within the first degree of relationship by blood, adoption or marriage, and their guests may occupy the Lot.

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.

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

Witnesses:

IMPERIAL GOLF ESTATES
HOMEOWNERS ASSOCIATION,
INC.

[Signature]

By: [Signature]

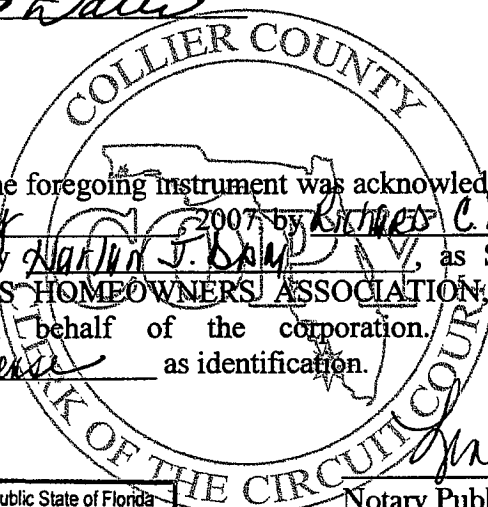
Its: Vice President

ATTEST:


[Signature]

ITS: SECRETARY

STATE OF FLORIDA
COUNTY OF COLLIER



The foregoing instrument was acknowledged before me this 16th day of May, 2007, by Richard C. Ritchie, as Vice President and by Nathan J. Sam, as Secretary of IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC., a not for profit corporation, on behalf of the corporation. They have produced [Signature] as identification.

 Notary Public State of Florida
Linda Must
My Commission DD397139
Expires 02/16/2009

[Signature]

Notary Public
Linda Must

Printed Name

Exhibit "A"

All of the real property located in Collier County, Florida, as shown on the following plats:

1. Imperial Golf Estates, Phase I, according to plat thereof in Plat Book 12, Pages 61-64, Public Records of Collier County, Florida;
2. Imperial Golf Estates, Phase 2, according to plat thereof in Plat Book 12, Pages 112-115, Public Records of Collier County, Florida;
3. Imperial Golf Estates, Phase Three, according to plat thereof in Plat Book 13, Pages 52-54, Public Records of Collier County, Florida;
4. Imperial Golf Estates, Phase IV, according to plat thereof in Plat Book 13, Pages 104-106, Public Records of Collier County, Florida; and
5. Imperial Golf Estates, Phase V, according to plat thereof in Plat Book 16, Pages 69-70, Public Records of Collier County, Florida.

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