

Retn:
GARLICK STETLER ET AL
PICK UP

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

The undersigned, being the duly elected President, 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 those Members present, in person or by proxy, at a meeting called for said purpose at which a quorum was present, voted to adopt the amendment set forth in the attached Exhibit "A".

ATTEST:

IMPERIAL GOLF ESTATES
HOMEOWNERS ASSOCIATION, INC.

Harlan J. Dan
Secretary

By: Thomas R. Harlow
President

(CORPORATE SEAL)

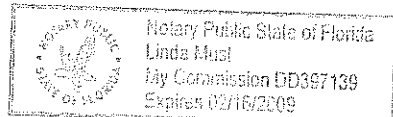
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 12th day of February, 2009, by Thomas R. Harlow, as President, and by Harlan J. Dan, as Secretary of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They have produced _____ as identification and did/did not take an oath.

Linda Must
Notary Public
Printed Name: Linda Must

(Seal)

My commission expires: _____



**AMENDMENT 1
TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR IMPERIAL GOLF ESTATES**

Article IV, Section 4.2 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates is hereby amended to read as follows:

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~~ 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 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.

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.

Article IV, Sections 4.7, 4.8, and 4.9 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates are hereby amended as follows:

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~~.

Article IX, Section 9.2 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates is hereby amended as follows:

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 fines.

Article XII of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates is hereby amended by adding the following:

12.8 The Association and Members shall participate in and be bound by the Greater Imperial Board, Inc. Agreement dated May 6, 2008, as amended or restated. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "B".

Final agreement as of May 6, 2008

AGREEMENT

AGREEMENT made as of this 6th day of May, 2008

Between:

GREATER IMPERIAL BOARD, INC.
A Florida Not-For-Profit Corporation

("GIB")

AND

IMPERIAL GOLF ESTATES HOMEOWNERS' ASSOCIATION, INC., IMPERIAL GARDENS CONDOMINIUM ASSOCIATION, BERMUDA GREENS CONDOMINIUM ASSOCIATION, THE ISLAND ASSOCIATION OF NAPLES, INC., WEYBRIDGE CONDOMINIUM ASSOCIATION, INC., WEDGEFIELD OF NAPLES ASSOCIATION, INC., IMPERIAL PARK PLACE VILLAS ASSOCIATION, INC., ABBEY ON THE LAKE CONDOMINIUM ASSOCIATION, INC., WESTGATE AT IMPERIAL CONDOMINIUM ASSOCIATION, INC., PARK PLACE WEST ASSOCIATION, INC., THE MANORS AT REGAL LAKE, INC., CHARLESTON SQUARE CONDOMINIUM ASSOCIATION OF NAPLES, INC., IMPERIAL GOLF CLUB, INC. and THE HOMEOWNERS ASSOCIATION OF CASTLEWOOD, INC.

("MEMBERS")

PREAMBLES

The Imperial Lands in Collier County, Florida consist of two golf courses, a clubhouse and appurtenant facilities operated by Imperial Golf Club, Inc., 13 residential communities, undeveloped land, and a common private access road and gate house serving the Golf Club and all of the residential communities. The Road is known as Imperial Golf Course Boulevard and is relied upon by each Member, the Member's residents and Golf Club members for access from Route 41 to the Member's clubhouse or Residential Community.

The GIB was incorporated for the purpose of maintaining, repairing and improving the road for the benefit of all the Members and their residents and Golf Club members. Each of the Members desires to be within a gated community and in consequence, the GIB constructed and now maintains a gatehouse near the Route 41 entrance for the benefit of all the Members.

Final agreement as of May 6, 2008

The GIB and all the then Members entered into Articles of Agreement dated as of April 1, 1997 for the purpose of establishing and defining the GIB powers and providing for an equitable method of financing the GIB's operation and expenses.

Prior to February 24, 2004, legal title to the Road was held by a third party that contested the GIB's right to maintain and improve the Road and gate house, and filed litigation contesting the GIB's right to do so.

On February 24, 2004, the GIB settled the litigation by purchasing title to the Road and all improvements thereon. The GIB now has unquestioned title to the Road and the uncontested right to maintain and improve the Road and re-construct and maintain the gate house for the benefit of all the Members, their residents and Golf Club members.

As a result of the then changed circumstances, the Members entered into a re-stated agreement dated November 18, 2004. That re-stated agreement was amended on February 17, 2005 and, as amended, is in full force and effect as of this date.

In 2006, the GIB was named as a defendant in litigation filed by three individual plaintiffs that, among other things, challenges the validity of assessments levied or to be levied against the GIB Members under the November 18, 2004 agreement as amended. In consequence of the allegations made in plaintiffs' complaint, the GIB deems it advisable to make certain amendments to its assessment procedures insofar as they relate to Capital Improvements. Those amendments are incorporated into this Agreement.

**NOW, THEREFORE, THE GIB AND THE MEMBERS AND EACH OF THEM
AGREE AS FOLLOWS:**

ARTICLE 1

Final agreement as of May 6, 2008

DEFINITIONS

"Agreement": This Agreement dated as of _____, 2008 between the GIB and all of the Member signatories.

"Articles of Agreement": That certain Articles of Agreement dated as of April 1, 1997, as amended March 1, 2000 and March 1, 2004 and the re-stated Agreement dated as of November 18, 2004, as amended on February 17, 2005, between the GIB and the Members all to be superseded by this Agreement.

"Board of Directors": The GIB's governing body appointed in the manner provided in this Agreement.

"Capital Improvement": Any expenditure for a permanent improvement to the GIB's existing facilities which (1.) is within the GIB's powers under Article IV; and (2) exceeds \$50,000 in total cost. A Capital Improvement shall not include repair and re-paving of the Road, landscaping expenses, or emergency repairs required because of damage caused by a hurricane or other act of God.

"Golf Club": Imperial Golf Club, Inc. the owner and operator of the two 18-hole golf courses on Imperial Lands.

"GIB": Greater Imperial Board, Inc., a Florida not-for-profit corporation incorporated for the purpose of maintaining the road and operating the gatehouse.

"Imperial Lands": Collectively all of the lands lying between Route 41 and the easterly boundary of Imperial Golf Estates, including the Golf Club land, the 13 Residential Communities, some undeveloped land, and the Road.

"Member": The governing body of the Golf Club and the governing bodies of each of the 13 Residential Communities presently located on Imperial Lands, sometimes collectively referred to as "Members".

Final agreement as of May 6, 2008

“Residential Communities”: The 13 Residential Communities governed by condominium and homeowners associations located on Imperial Lands whose respective governing bodies are Members.

“Road”: The common private access road named Imperial Golf Course Boulevard lying between Route 41 and the westerly boundary of the Imperial Golf Estates Homeowners’ Association’s territory. The Road is legally described on attached. Exhibit 1

“Undeveloped Land”: All land in Imperial Lands not subject to a condominium plat or an approved subdivision plat, and not owned by the Golf Club or the Tennis Club or part of the Road.

“Weighted Vote”: A vote on corporate action by the Board of Directors in which each Director shall have as many votes as his or her Member has residential lots or approved condominium units, whether or not homes or condominiums are constructed thereon. The Golf Club shall have 300 votes for the purpose of a Weighted Vote. The current Weighted Vote of each Member is described on attached Exhibit 2.

ARTICLE II

AGREEMENT

This Agreement shall supersede in all respects the terms and provisions of the Articles of Agreement. Upon the recordation of a Certificate executed by the GIB’s President with this Agreement attached thereto in the Office of the Clerk of Collier County, Florida, the Articles of Agreement shall be null and void and of no further force and effect.

ARTICLE III

GOVERNING BODY

III A. The GIB shall be governed by its Board of Directors. The President of each Member shall be a GIB director. If a President is unable to attend a Board of Directors meeting, the Member shall be represented by an appointed alternate director from the Member’s governing body who is

Final agreement as of May 6, 2008

authorized to act on the Member's behalf. Each Member may from time to time appoint a new alternate and such appointment shall be effective upon written notice to the GIB.

III B. The Board of Directors may appoint such officers as provided in GIB's by-laws, and adopt such further by-laws governing the GIB's operations as the Board deems appropriate, provided that no such action shall be inconsistent with the terms and conditions of this Agreement.

III C. Corporate action taken by the Board of Directors shall be by majority vote at a regular or duly convened special meeting of the Board of Directors; provided, however, that at the request of any member of the Board of Directors made prior to any vote, corporate action shall be taken by a majority in a Weighted Vote (unless at least 2/3rds of a Weighted Vote is required for certain Corporate Action under the terms of this Agreement).

III D. A quorum for any Board of Directors meeting shall be the presence of Directors representing a majority of a Weighted Vote.

III E. The property and business of the GIB shall be managed by the Board of Directors, which shall however exercise only those powers specifically set forth in Article IV of this Agreement.

III F. Directors and officers shall not receive compensation for their services, but may at the Board of Directors' discretion receive reimbursement for expenses performed in the exercise of their duties.

ARTICLE IV

POWERS

IV A. The GIB shall have the following powers only.

1. Maintain, repair, re-stripe and resurface the Road. Unless the GIB and a Member agrees otherwise, each Member whose territory abuts the Road agrees by its execution of this

Final agreement as of May 6, 2008

Agreement to maintain the unpaved portion of the Road immediately abutting that Member's territory.

2. Maintain, repair and as required replace as a Capital Improvement the gate house and security control system.
3. Provide personnel to staff and maintain the gate house and security control system.
4. Maintain, repair, re-design and replace as a Capital Improvement the Route 41 entrance to Imperial lands and the signage at the Route 41 entrance.
5. Provide for flood control and surface water drainage as a Capital Improvement on the Road or any part thereof and, in implementation thereof, enter into agreements with neighboring property owners and governmental bodies.
6. Provide for insurance against fire or other casualty, or liabilities to third parties arising out of the use and operation of the Road.
7. Promulgate traffic regulations governing the use of the Road and enter into agreements with Collier County for police enforcement of traffic regulations.
8. Promulgate regulations governing gate house ingress and egress, including the right to suspend "smart pass" or other entry privileges for the residents or Golf Club member of any Member who is in default in the payment of any assessment under this Agreement; provided, however, any resident in Imperial Lands is entitled to ingress and egress to his or her residence and any Golf Club member is entitled to ingress and egress to the Golf Club notwithstanding the suspension of "smart pass" or similar privileges of a Member and its residents or members.
9. Hold title to the Road for the mutual benefit of all Members and their respective residents and Golf Club members.

Final agreement as of May 6, 2008

10. Levy annual or special assessments against the Members as reasonably required for the exercise of the GIB's enumerated powers; provided any corporate action levying annual or special assessments shall be by Weighted Vote as hereinafter provided in ARTICLES V and VI.
11. Borrow such funds as the Board of Directors determines is reasonably necessary for the proper exercise of the GIB's enumerated powers, and in implementation thereof, mortgage title to the Road and execute such notes, mortgages and other security instruments as required to obtain such funds, including without limitation assignments of assessments receivable; provided any corporate action under this Subsection 11 shall be by at least 2/3rds of a Weighted Vote.
12. Institute legal action to enforce the terms of this Agreement.
13. Retain and pay for the services of attorneys, accountants and professional managerial services as may be required for the exercise of the foregoing powers.
14. Design, construct and maintain a walkway and bicycle path on or adjacent to the Road as a Capital Improvement.
15. Widen the Road as a Capital Improvement.
16. Provide and maintain landscaping improvements adjacent to the Road.
17. Such other powers clearly implicit in the exercise of the foregoing powers.

IV B. Except as specifically provided in this Agreement, the GIB shall never exercise any powers on the territory of any Member.

Final agreement as of May 6, 2008

ARTICLE V

BUDGET, LEVY AND ASSESSMENT

V A. On or before October 1st of each year, the Board shall adopt by a majority of a Weighted Vote a budget resolution for the forthcoming fiscal year commencing the following January 1st. The budget resolution shall project the estimated general expenditures for the forthcoming year.

V B. The annual assessment of each Member shall be determined as follows:

The amount of a Member's annual assessment shall be determined by multiplying the total budget amount by a fraction, the numerator of which is equal to the number of residential lots or approved condominium units on the Member's territory (whether or not homes or condominiums are constructed thereon), and the denominator of which is the total number of residential lots or approved condominium units on the territories of all Members, and 300 representing the Golf Club. The numerator shall be 300 in determining the Golf Club's annual assessment. Such annual assessment shall be due and payable in equal monthly installments on January 1st and the first day of each month thereafter in the year in which the assessment was made.

V. C. In addition to the annual assessment, the Board of Directors may by special assessment resolution enacted by at least 2/3rds of a Weighted Vote, levy and assess a special assessment for the purpose of defraying in whole or in part the cost of any repair or replacement made necessary by hurricane damage or other act of God or any cost of any other expenditure authorized by Article IV and not anticipated at the time of the adoption of the budget resolution for the year in which the special assessment is made (but not a Capital Improvement as set forth in Article V.D below).. The special assessment shall be payable in such installments as the Board of Directors may provide. Each Member's share of the special assessment shall be determined in the same manner as an annual assessment set forth in V.B.

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V D. In further addition to the annual assessment, the Board of Directors shall adopt a special assessment resolution by following the provisions of **ARTICLE VI** if it is to defray the cost of constructing a Capital Improvement. The special assessment may be payable by the Members in installments, and the special assessment and manner of payment must be approved by the residents' and Golf Club members' vote under **ARTICLE VI**. Each Member's share of the special assessment shall be determined in the same manner as an annual assessment as set forth in **V.B.**

V E. No other special assessment shall be imposed on any Member other than are provided for under Paragraphs **V C.** and **V D.** of this Article.

V F. If any assessment or installment thereof is not paid by any Member on or before the due date thereof and shall continue in default after 30 days' notice for an additional thirty days, the Board may declare the entire amount of the annual or special assessment together with interest at the highest rate permitted by law immediately due and payable.

V G. The Board may at any time after a continuing default defined in **V F.** bring an action at law against the defaulting Member to collect the same with all costs, reasonable attorneys' fees plus interest from the date of default as previously provided.

V H. The lien of any uncollected judgment shall apply to the property of the defaulting Member, but shall not be a lien against the private property of any owner of a platted lot or a condominium owner of the defaulting Member.

ARTICLE VI

CAPITAL IMPROVEMENTS

VI A. Before the levy of a special assessment to cover the cost of a proposed Capital Improvement, the Board of Directors shall request in writing the consent of each Member to the proposed Capital Improvement in substantially the following form:

"To the governing body of (Member name):

Final agreement as of May 6, 2008

Shall the GIB undertake the construction of and levy and assess
Each Member for the following Capital Improvement:

(description of Capital Improvement)

at an estimated total cost of \$_____. The estimated total
cost will result in a cost to each resident or Golf Club member
of \$_____(or if applicable, \$____annually for a period of ____years)

VI. B.

(a), Upon receipt of a written request for consent to a Capital Improvement, the governing body of each Member shall submit the request to the vote of its respective residents (or Golf Club members) in the same manner as it would if a capital improvement of the same cost were being made to the Member's own facilities and that capital improvement required an affirmative vote of its residents or Golf Club Members. In determining the result of the vote, the Member shall follow all of the provisions of its governing documents including any provisions for minimum number of votes or enhanced majority requirements for voting approvals that would be applicable to the same capital improvement being made to the Member's own facilities. Within 120 days after the original request each Member shall advise the Board of Directors whether its residents (or Golf Club members) voted in favor of or against the proposed Capital Improvement under its voting requirements for approvals. The Member shall further certify in writing that the vote was taken in accordance with all of the terms and provisions of the Member's governing documents as would apply to the same capital improvement having been made for the Member's own facilities.

(b), If the governing documents of a Member would permit a similar capital improvement of the same cost to be made to the Member's own facilities or property without a vote of its respective residents (or Golf Club members), then the proposed GIB Capital Improvement must be approved by at least a majority of the number of the Member's residents (or Golf Club members) voting, whether in person or by proxy, on the proposed Capital Improvement at a meeting at which a quorum has been achieved.

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(c), Each GIB Director shall vote on the proposed Capital Improvement and vote all of the assigned Weighted Votes referred to below either in favor or against the proposed Capital Improvement in accordance with the vote of approval or disapproval of the residents or Golf Club members of the Member he or she represents, with no apportionment of his or her Weighted Vote, and with no discretion to vote otherwise...

VI C. After receipt of the results from the Members, the Board of Directors shall, at the next regular meeting or a special meeting called for that purpose, tally the results. No Member, which fails to conduct a vote of its residents or Golf Club members under the provisions of ARTICLE VI B shall vote, and that Member's Weighted Vote shall not be included in either the numerator or denominator in determining whether a 2/3rds Weighted Vote of approval has been achieved. Each Member's vote shall be weighted by the applicable factor described in Exhibit 2. If at least 2/3rds of the Weighted Vote is in favor of the proposed Capital Improvement, the Board of Directors shall by appropriate resolution adopt a Special Assessment against all the Members to defray the cost of the Capital Improvement in an amount not to exceed the original written request to the Members, and proceed with the construction of the Capital Improvement for which each Member shall be liable for its share of the costs whether the Member voted or not. If at least 2/3rds of the Weighted Vote is not obtained for the proposed Capital Improvement, the Board of Directors shall take no further action on the Capital Improvement. The cost of a Capital Improvement can only be assessed against a Member under the provisions of this Article VI.

VI. D. No reserve account for pre-funding a Capital Improvement through Annual assessments shall exceed \$50,000 without a vote of approval by the residents and Golf Club members in the same manner as required under ARTICLE VI B and C.

Final agreement as of May 6, 2008

ARTICLE VI I

GENERAL PROVISIONS

VII A. The provisions of this Agreement shall be liberally construed to effectuate its purpose of creating a safe, well maintained Road, an aesthetically pleasing entry and gate house to Imperial Lands, and an efficient and secure entry system for the benefit of all Members, their residents and Golf Club members

VII B. The invalidation of any provision of this Agreement by a court of competent jurisdiction shall not affect the remaining provisions of this Agreement all of which shall remain in full force and effect.

VII C.

(a), Except as provided in the following Sub-Paragraph (b), this Agreement may be amended in whole or in part by at least 2/3rds of an affirmative Weighted Vote taken by the Board of Directors.

(b), No amendment shall be made to: (1) the definition of "Capital Improvement" in the definitional section of ARTICLE 1; (2) ARTICLE IV. and Paragraph III E of ARTICLE III; (3) Paragraphs VC., VD., and VE of ARTICLE V; (4) ARTICLE VI.; and (5) this ARTICLE VIIC, except in the following manner: the Board of Directors shall refer any such proposed amendment to the Members in the same manner as a proposed Capital Improvement under ARTICLE VI A. Each Member shall conduct a vote on the proposed amendment in the same manner as a vote under ARTICLE VI B (a) and (c) on a proposed Capital Improvement. Each Member's vote of approval or rejection of the proposed amendment shall be submitted to the Board of Directors. The Board of Directors shall tally the vote on the proposed amendment in the same manner as provided in

Draft agreement as of March 5, 2008

ARTICLE VI C. for a proposed Capital Improvement. If the amendment is approved by at least 2/3ds of a Weighted Vote, the proposed amendment shall be adopted.

(c), Any amendment shall become effective upon recordation of a certificate executed by the President of the Board of Directors certifying the terms of the amendment and the affirmative vote adopting the amendment. Upon such effective date, the amendment shall amend the provisions of the Agreement as executed by each of the Members.

VII D. Any new Residential Community on Imperial Lands may become a Member under this Agreement by the execution and recordation of an undertaking to be bound by all of the terms and conditions herein contained and approval of that undertaking by corporate action of the Board of Directors taken by the majority of a Weighted Vote.

VII E. This Agreement shall be construed under the laws of the State of Florida.

VII F. This Agreement shall not take effect until it is recorded in the Office of the Clerk of Courts of Collier County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

GREATER IMPERIAL BOARD, INC.

By Joseph A. Gagnier (dated) 4/6/08

IMPERIAL GOLF ESTATES HOMEOWNERS' ASSOCIATION, INC.

* By Thomas R. Harre (dated) 4/10/08

IMPERIAL GARDENS CONDOMINIUM ASSOCIATION

By Judith M. Tibbs (dated) 3/27/08

* Subject to member approval IAW our governing Documents -TRH
IAW - In Accordance With Page 3 of 16 4-10-08

Draft agreement as of March 5, 2008

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.

By *Ronald P. Mason* (dated) *3/27/08*

THE ISLAND ASSOCIATION OF NAPLES, INC.

By *Carolyn Forbet* (dated) *4/16/08*

WEYBRIDGE CONDOMINIUM ASSOCIATION, INC.

By *Ann R. L...* (dated) *4/3/08*

WEDGEFIELD OF NAPLES ASSOCIATION, INC.

By *Walter J. Mason* (dated) *3-27-08*

IMPERIAL PARK PLACE VILLAS ASSOCIATION, INC.

By *Charles W. G...* (dated) *3/27/08*

ABBEY ON THE LAKE CONDOMINIUM ASSOCIATION, INC.

James T. Slatten (dated) *3-27-08*

WESTGATE AT IMPERIAL CONDOMINIUM ASSOCIATION, INC.

Lenny Palumbo (dated) *4-24-08*

PARK PLACE WEST ASSOCIATION, INC.

Richard Lewis (dated) *3-27-08*

MANORS AT REGAL LAKE, INC.

Jack Fleming (dated) *4/6/08*

CHARLESTON SQUARE CONDOMINIUM ASSOCIATION OF NAPLES, INC.

D... (dated) *May 2, 2008*

IMPERIAL GOLF CLUB, INC.

* *James Zellman* (dated) *3/27/08*

THE HOMEOWNERS ASSOCIATION OF CASTLEWOOD, INC.

Kathryn J. Day (dated) *3/27/08*

* Subject to membership approval consistent

Final agreement as of May 6, 2008

EXHIBIT 1

LEGAL DESCRIPTION OF ROAD

From the Southwest corner of said *Section 15* run *N 89°58'37" E for 15.36'* to the Easterly right of way of State Road 45 (US Highway 41); thence run *N 0°58'10" W* along the Easterly right of way of said State Road *45 for 790.11 feet* to the point of beginning of the centerline of the said easement; said easement being 100' wide lying 50' each side of a centerline running *N 89°58'05" E* for a distance of 600.00 feet; said easement then tapers from a 100' width to a 60' width, 30 feet on each side of a centerline continuing *N 89°58'05" E* for 315.00 feet; the remainder of said easement continues at a 60' width lying *30' each side* of a centerline running *N 89°58'05" E* for 433.85 feet to a point of curvature; thence run easterly and northeasterly along the arc of a curve to the left with a radius of 600.00 feet (chord bearing *-N 70°51'18" E*, chord distance - 392.92 feet) for 400.30 feet to a point of tangency; thence run *N 51°44'31" E* for 103.90 feet to a point of curvature, thence run northeasterly and easterly along the arc of a curve to the right with a radius of 600.00 feet (chord bearing *N 70°28'36" E*, chord distance - 385.42 feet) for 392.38 feet to a point of tangency; thence run *N 89°12'41" E* for 1572.59 feet; thence run *N 89°06'54" E* for 1445.22 feet to a point of curvature, thence run easterly and northeasterly along the arc of a curve to the left with a radius of 600.00 feet (chord bearing - *N 62°46'02" E*, chord distance - 532.58 feet) for 551.83 feet to a point of tangency, thence run *N 36°25'10" E* for 1095.58 feet to a point of curvature; thence run northeasterly *along the arc of a curve to the right with a radius of 600.00* feet (chord bearing - *N 58°46'19" E*, chord distance - 456.31 feet) for 468.09 feet to a point of tangency; thence run *N 81°07'08" E* for 82.07 feet to a point of said roadway centerline; said point being *S 0°00'00.5" E* from the northwest corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 14 at a distance of 175.11 feet; thence said easement expands to a 100 foot width, 50 feet *either* side of a line bearing *N 81°47'06" E* a distance of 664.26 feet to a point of curvature; thence northeasterly and easterly along the arc of a curve to the right with a radius of 1,425.0' (chord bearing *N 83°09'51" E*, chord distance 68.59 feet) for 68.60 feet to a point of curvature; thence northeasterly and easterly along the arc of a curve *to the right* with a radius of 1,425.0 feet (chord bearing *N 88°45'30" E*, chord distance 209.48 feet) for 209.67 feet to the end point of said roadway centerline, said point being on the boundary of the Imperial Golf Course,

Less and Except: All that parcel or tract of land more particularly described as the most easterly 1,225 feet of the lands described as an "access easement in that certain Grant of Private Right-of-Way Easement recorded May 3, 1979 in O.R. Book 808, Page 1903, et seq., of the Public Records of Collier County, Florida.

Final agreement as of May 6, 2008

EXHIBIT 2

CURRENT WEIGHTED VOTE OF EACH MEMBER

	VOTES
Abbey on the Lake 1, Inc.	112
Bermuda Greens Condominium Association, Inc.	
Bermuda Greens Commons Association, Inc.	230
The Homeowners Association of Castlewood, Inc.	33
Charleston Square Condominium Association of Naples, Inc.	37
Imperial Gardens of Naples Condominium Association, Inc.	48
Imperial Golf Club, Inc.	300
Imperial Golf Estates Homeowners Association, Inc.	634
Imperial Park Place Villas Association, Inc.	64
Park Place West Association, Inc.	60
The Island Association of Naples, Inc.	41
The Manors of Regal Lake Condominium Association 1994, Inc.	64
Wedgfield of Naples Association, Inc.	28
Westgate at Imperial Condominium Association, Inc.	144
Weybridge Condominium Association of Naples, Inc.	53
TOTAL	1848