

Prepared by and returned to:

Becker & Poliakoff, P.A.
Jennifer L. Horan, Esquire
4001 Tamiami Trail North, Suite 270
Naples, FL 34103

**CERTIFICATE OF AMENDMENT
AND
NOTICE OF PRESERVATION PURSUANT
TO SECTION 712.05(2)(b), FLORIDA STATUTES**

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
SECOND AMENDED AND RESTATED BYLAWS
OF
IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the following amendments to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Second Amended and Restated Bylaws of Imperial Golf Estates Homeowners Association, Inc. were duly adopted by the Association membership at the duly noticed Annual Membership Meeting of the Association on the 25th day of January 2021. Said amendments were approved by a proper percentage of voting interests of the Association. The Second Amended and Restated Bylaws are an exhibit to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions which is recorded at O.R. Book 4231, Page 666 *et seq.*, of the Public Records of Collier County, Florida.

The original Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 808, Page 1845 *et seq.* (Phase I), O.R. Book 891, Page 1206, *et seq.* (Phase II), O.R. Book 980, Page 1394 *et seq.* (Phase III), O.R. Book 1126, Page 508 *et seq.* (Phase IV), O.R. Book 1502, Page 1307 *et seq.* (Phase V), O.R. Book 1518, Page 1381 *et seq.*, O.R. Book 2305, Page 224 *et seq.*, (Amended and Restated Declaration of Covenants, Conditions and Restrictions), O.R. Book 3481, Page 739 *et seq.*, O.R. Book 4231, Page 666 *et seq.*, (Second Amended and Restated Declaration of Covenants, Conditions and Restrictions), O.R. Book 4430, Page 928 *et seq.*, O.R. Book 4430, Page 989, *et seq.*, O.R. Book 4651, Page 1202, *et seq.*, O.R. Book 4766, Page 1948, *et seq.*, and O.R. Book 5058, Page 2125, *et seq.*, all of the public records of Collier County, Florida (hereinafter referred to collectively as the "Declaration").

The Amended and Restated Bylaws for Imperial Golf Estates Homeowners Association, Inc. is recorded at O.R. Book O.R. Book 2305, Page 2271 *et seq.*, and amended at O.R. Book 4231, Page 735 *et seq.* (Second Amended and Restated Bylaws), O.R. Book 4766, Page 1948 *et*

seq., and O.R. Book 5844, Page 3947, et seq., all of the public records of Collier County, Florida.

The legal description of the Property is identified in Exhibit A of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded at O.R. Book 4231, Page 666 et seq. of the Public Records of Collier County, Florida.

This Certificate of Amendment is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.

Additions indicated by underlining.
Deletions indicated by ~~strike-through~~.

Amendment No. 1: Section 4.2K, Second Amended and Restated Declaration of Covenants, Conditions and Restrictions

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

[Sections A through J Remain Unchanged]

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

Amendment No. 2: Section 9.3, Second Amended and Restated Declaration of Covenants, Conditions and Restrictions

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 Member's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed ~~\$50~~ \$100 per violation, against any Member or 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 except that a fine may not exceed \$1,500.00 in the aggregate.~~

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

Amendment No. 3: Section 10.3, Second Amended and Restated Declaration of Covenants, Conditions and Restrictions

10.3 Transfers.

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

[Section 10.3B Remains Unchanged]

Amendment No. 4: Section 10.4, Second Amended and Restated Declaration of Covenants and Restrictions

10.4 Leases.

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

B. No Lot may be leased for a period of less than thirty (30) days nor more than two (2) 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. The Board shall have the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Lot as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Lot as a condition for approval. 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.

D. Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to termination of the lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other occupant, Guest or invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, occupants, Guests or invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, occupants, Guests or invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act

as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, occupants, Guests or invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

E. Any Owner intending to lease his Lot shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

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

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

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

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

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

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

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

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

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

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

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

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

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

Amendment No. 5: Section 4.3, Second Amended and Restated Bylaws

4.3 Nominations and Elections. At each Annual Meeting the Members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. The Board of Directors shall adopt and utilize a procedure whereby any person eligible to serve as a Director who wishes to be a candidate may notify the Association in writing of his or her desire to be a candidate at least sixty (60) days prior to the Annual Meeting. All eligible persons giving such notice shall be listed alphabetically in the notice of the Annual Meeting and on any ballot form distributed by the Association. At the Annual Meeting, the Secretary shall place in nomination all persons whose names appear on the list. ~~Any other eligible person may be nominated from the floor at the Annual Meeting.~~ No nominations from the floor will be accepted. Directors shall be elected by a plurality of the votes cast at the Annual Meeting in

person or by written ballot personally cast and returned to the Secretary as provided in the notice of Annual Meeting and in Section 3.12 above. Proxies shall not be used in electing Directors except to establish a quorum. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No voting representative of any Lot may cast more than one (1) vote for any candidate, it being the intent hereof that voting in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote. If, because a vacancy must be filled, there are some Directors to be elected for one (1) year terms as well as one or more Directors to be elected for two (2) years, the candidates receiving the higher number of voted shall be elected for the longer terms.

IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Gale Schwartz
Gale Schwartz, President

Patrice Murphy
Witness Signature

Patrice Murphy
Printed Name

Katlin Hale
Witness Signature

Katlin Hale
Printed Name

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of February 2021 by Gale Schwartz, as President of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FLDL as identification.

Nicole Ferrone
Notary Public
Printed Name Nicole Ferrone
My Commission Expires 3.6.2023



Attest: *John A. Mickelson*
John Mickelson, Secretary

Patrice Murphy
Witness Signature

Patrice Murphy
Printed Name

[Signature]
Witness Signature

Denise Kosmala
Printed Name

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of Feb. 2021 by John Mickelson, as Secretary of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLDL as identification.

Nicole Ferrone
Notary Public
Printed Name Nicole Ferrone
My Commission Expires 3-6-2023

