

**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.



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

Article VII, Section 7.4 of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates is hereby amended to read as follows:

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



(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 moving, 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.

OLLIER COUNTY

## 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 to 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 convenience. 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 be 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 for 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 even the Notice of Transfer is not furnished to the Association by the date of the closing of title to the Lot, the grantor of the Lot shall remain liable for all assessments against the Lot jointly and severally with the grantee, and the grantee of the Lot shall not be

entitled to vote or use of the Association Common Areas until such time as the Notice of Transfer is completed and furnished to the Association. The Association will charge each purchaser a transfer fee of \$1,000.00 to offset its costs associated with providing a complete set of association documents to new purchasers, operating the association, processing the Notice of Transfer and the transfer of the Lot.

- B. There shall be no restrictions on the mortgaging of Lots. All mortgages, other than a first mortgage to an Institutional Mortgage recorded prior to the claim of lien, shall be subject to an 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 any and all 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, the association may bring any action for eviction of such tenant and all cost incidents 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 or more than two times per a year. No subleasing or assignment of lease rights is allowed unless approved by the board. No individual forms may be rented and no transient tenants may be accommodated.
- C. No one but lessee, his or her family within the first degree of relationship by blood, adoption of marriage and their guests may occupy the lot.



**Architectural Planning Criteria  
Imperial Golf Estates Homeowners Association, Inc.**

**Amendment 2 to Basic Document dated March 28, 2008  
Dated January 29, 2009**

The Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates authorize the Board of Directors of Imperial Golf Estates Homeowners Association, Inc. (HOA) to adopt and from time to time amend Architectural Planning Criteria (APC) for Imperial Golf Estates and to establish an Architectural Review Board (ARB) to implement and enforce such criteria. The purpose of the APC and the ARB is to enhance the value and attractiveness of the homes and other property within Imperial Golf Estates.

The criteria establishes the guidelines that shall be followed with respect to any and all improvements, construction, reconstruction, addition, deletion, change, alteration, repair, repainting, and replacement including landscaping changes on any improved or unimproved lot in Imperial Golf Estates. The ARB reviews "Building and Exterior Change Request" forms submitted by homeowners for conformity with the APC and either approves or disapproves the requested change. At its discretion, the ARB may establish specific conditions on its approval of change requests.

The following criteria has been amended and duly adopted by the Board of Directors, effective January 29, 2009. *Changed or added information is indicated by underlining and italics.* All other information in the March 28, 2008 edition of the APC remains as shown in the basic document.

This document is a combination of paragraphs from the basic March 28, 2008 document and incorporates this amendment that has been approved by the Board of Directors. The Architectural Planning Criteria (APC) can be found on the Homeowner's Association web site or obtained from the Property Manager's office.

Homeowners should review the APC when considering changing the exterior of homes. It shall be the homeowner's responsibility to conform to all established criteria. Deviation from these criteria must be requested and approved by the ARB and the HOA Board of Directors.

## G. MISCELLANEOUS

### 1. Signage

a. The specifications for the permitted signage are contained in Article VII, Use Restrictions, of the Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates. The types of signs included in these specifications are For Sale and For Rent Signs, Open House Signs, Directional Signs, and Undeveloped Lot Signs.

b. The colors for the For Sale and For Rent and Undeveloped Lot Signs will be as follows:

(1) Lettering: Flex Bon Shell White #5770W

(2) Background and Post: Flex Bon Spareal Dark Brown #1500

### 2. Air Conditioning Equipment

a. Central air conditioning or other split type units are the only type of air conditioning permitted. Window and/or through-the-wall mounted air conditioning units of all types are not permitted.

### 3. Solar Collectors and Other Energy Devices.

a. Homeowners shall locate solar collectors and other energy devices on the rear or sides of the home where it will not be easily seen from the street, unless such placement would unreasonably interfere with the function of the solar collector or other renewable energy device. With their "Building and Exterior Change Request" form submittal, the homeowner shall provide the ARB with the proposed placement location(s), a description of the equipment, and technical information on the function of the equipment.



**Imperial Golf Estates Homeowners Association, Inc.**  
**Rules Governing the Collection for Delinquent**  
**Quarterly Assessments**

April 6, 2007

The Articles of Incorporation and the Declaration of Covenants, Conditions, and Restrictions of the Imperial Golf Estates Homeowners Association, Inc., give the Board of Directors the authority to levy and collect assessments for the upkeep, maintenance and repair of the common areas for all lots within the Estates and to collect same for payment of fees for cable television for all lots with residences that have certificates of occupancy.

The Board of Directors recently approved the following follow up and collection rules for delinquent quarterly maintenance assessments:

- a. Thirty (30) calendar days after a quarterly maintenance assessment becomes delinquent, a follow up letter will be sent to the Lot Owner notifying of the delinquency.
- b. Seven (7) calendar days after the second delinquent quarterly maintenance assessment is not received on the date due, a letter will be sent to each Lot Owner with delinquencies notifying them that the cable television to their residence will be cut off unless the delinquent assessments are paid in full within 15 calendar days. Failure to pay these delinquent assessments in full within 15 calendar days shall result in a notification to the cable television supplier to cut off the cable TV and not to reinstate the service unless the Association agrees that the delinquent assessments have been paid in full.  
Any fees for this action shall be charged to the delinquent Lot Owner's account. Cable operator fees to reinstate any cut off service shall be the responsibility of the Lot Owner.
- c. Seven (7) calendar days after the third delinquent quarterly maintenance assessment is not received on the date due, the delinquent account shall be turned over to an attorney for collection action that could include a Small Claims Court action, filing of a lien on the Lot Owner's property, or other action deemed appropriate and lawful by the attorney. Attorney fees associated with any of these actions shall be charged to the delinquent Lot Owner's account.

Board of Directors. IGEHOA