

Prepared by and returned to:

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

**SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
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 Articles of Incorporation 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 27<sup>th</sup> day of January 2020. Said amendments were approved by a proper percentage of voting interests of the Association. The Second Amended and Restated Articles of Incorporation and the Second Amended and Restated Bylaws are exhibits 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), and O.R. Book 4766, Page 1948 *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.

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

**Amendment No. 1: Article IV, Section (A), Second Amended and Restated Articles of Incorporation**

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors but never less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors. Directors must be Members of the Association.

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**Amendment No. 2: Section 3.1, Second Amended and Restated Bylaws**

**3.1 Annual Meeting.** ~~An annual meeting of Members shall be held each year at a place in Collier County, Florida, as determined by the Board of Directors, on the fourth Monday in January at 7:00 o'clock P.M., for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.~~ There shall be an annual meeting of the Members in each calendar year, or at a minimum within fifteen (15) months of the prior annual meeting. Failure to hold an annual meeting does not cause a forfeiture or give cause for dissolution of the corporation, nor does such failure affect otherwise valid corporate acts, except as provided in Section 617.1430, Florida Statutes, as amended from time to time. The annual meeting shall be held on a day and at a time and place designated by the Board, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

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**Amendment No. 3: Section 3.3, Second Amended and Restated Bylaws**

**3.3 Notice of Members' Meetings; Waiver of Notice.** Notice of all Members' meetings must state the time, date, and place of the meeting. The notice of meeting must be mailed ~~by first class mail~~ to each Member at his or her address as it appears on the books of the Association, or may be furnished by personal delivery or electronic transmission, as provided by law. The Member is responsible for seeing to it that the Association is furnished with any change of the Member's address. The Association shall only be obligated to mail or deliver notice to one

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

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**Amendment No. 4: Section 3.4, Second Amended and Restated Bylaws**

**13.12 Parking.** Vehicles shall be parked only in designated parking spaces. No overnight parking shall be permitted, nor shall any vehicle be permitted to block any Unit. This provision is not intended to apply to that certain portion of the real property situated northerly of the "Demarcation Line" as more particularly described in the Amendment to the Declaration of Covenants, Conditions and Restrictions for Naples , recorded at Official Records Book 5596, Page 2361, et seq., Public Records of Collier County, Florida.

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**Amendment No. 5: Section 4.1, Second Amended and Restated Bylaws**

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

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**Amendment No. 6: Section 4.2, Second Amended and Restated Bylaws**

**4.1 Number and Terms of Service.** The number of Directors which shall constitute the whole Board of Directors shall be ~~three (3)~~ no less than three (3) and no more than five (5). In order to provide for a continuity of experience, by establishing a system of staggered terms of office, in the first election in which Unit Owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be three (3). The candidates receiving the highest number of votes shall be elected for a term of three (3) years. All other candidates shall serve a term of two (2) years. If there are no more candidates than there are seats to be filled, the determination of who is elected to serve the longer terms shall be made among them by agreement, or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term ends at the final adjournment of the annual election at which his successor is to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

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**Amendment No. 7: Section 5.1, Second Amended and Restated Bylaws**

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

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**Amendment No. 8: Section 10.1, Second Amended and Restated Bylaws**

**10.1 Enforcement and Fines.** The Board of Directors shall have the authority described in Article IX of the Declaration to adopt Rules, to enforce any such Rules and all provisions of the Governing Documents, and the Association may levy and collect fines in accordance with the Chapter 720, Florida Statutes, the Homeowners' Association Act, as amended from time to time, and as follows:

A. The Association may levy a reasonable fine, not to exceed ~~\$50.00~~ 100.00 per violation, against any member, tenant, guest or invitee for the failure of the owner of the parcel or its occupant, licensee or invitee to comply with any provisions of the Governing Documents or reasonable rules of the Association. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that a fine may not exceed \$1,500.00 in the aggregate. Each additional day of violation, after notice to correct such violation, shall constitute a new and original violation and shall be subject to an

~~additional fine.~~

B. A fine may not be imposed without notice of at least fourteen days to the person sought to be fined, and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors or employees of the Association, nor the relative of any officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the proposed fine or suspension levied by the board is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

C. These requirements for imposing a fine do not apply to the imposition of fines upon any Member because of the failure of the Member to pay assessments or other charges when such action is authorized in the Governing Documents.

D. Fines shall be a continuing lien against the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorneys' fees, and the cost of collection, in the same manner as provided for the other assessments of the Association. Liens for unpaid fines may be foreclosed in the same manner as other assessment of the Association. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

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IMPERIAL GOLF ESTATES HOMEOWNERS  
ASSOCIATION, INC.  
By: Charles Litow, President

Cara Lausen  
Witness Signature  
Cara Lausen  
Printed Name

Patrick Lausen  
Witness Signature  
Patrick Lausen  
Printed Name

STATE OF IOWA  
COUNTY OF LINN

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of August 2020 by Charles Litow, as President of Imperial Golf Estates Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public K. Keffe  
Printed Name Karen Keffe  
My Commission Expires 9/17/2020

Attest: Thomas Harruff  
Thomas Harruff, Secretary

Daniel J Castaldini  
Witness Signature

DANIEL J CASTALDINI  
Printed Name

JEANNE M. CASTALDINI  
Witness Signature

JEANNE M. CASTALDINI  
Printed Name

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7<sup>th</sup> day of August 2020 by Thomas Harruff, 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 personally known as identification.



PENELOPE KNAACK  
Commission # GG 136686  
Expires November 20, 2021  
Bonded Through Budget Notary Services

Penelope Knaack  
Notary Public PENELOPE KNAACK  
Printed Name  
My Commission Expires 11/20/21