



27180 Bay Landing Drive, Suite 4
Bonita Springs, FL 34135
239-947-4552, f 239-495-1518
nbaratko@vestapropertyservices.com

IMPERIAL GOLF ESTATES HOMEOWNER'S ASSOCIATION Board of Directors Meeting

DATE: Thursday, October 9, 2025

TIME 10:00 AM.

IN PERSON LOCATION: Imperial Golf Club-

The meeting is downstairs in NEW meeting room near elevators (use main entrance)

Imperial Golf Course Blvd.

Naples, FL 34110

Join Zoom Meeting

Topic: My Meeting

Time: Oct 9, 2025 10:00 AM Eastern Time (US and Canada)

<https://vestapropertyservices.zoom.us/j/81646301790?pwd=5Sz1JbszYJlFaVvESDyRjrNGlaQloy.1>

Meeting ID: 816 4630 1790

Passcode: 394286

One tap mobile

+13052241968,,81646301790#,,,,*394286# US

+13017158592,,81646301790#,,,,*394286# US (Washington DC)

AGENDA

Call to order and determine a Quorum, Proof of Notice

1. Approval of Previous Meeting Minutes
2. Presidents Report
3. Treasurers Report
4. ARB Report
5. Committee Reports & Managers Report
6. Any Old Business
 - Pavers Proposals
 - Any Other Old Business
7. New Business
 - Revocation, Termination and Recission of Covenant Running with the Land
 - New ARB Rules
 - Updated Bylaws
 - Memorial Bench
8. Member Comments
9. Next Meeting Date: November 13, 2025, 10AM—
10. Adjournment



Meeting Minutes

DATE: September 11, 2025

TIME: 10:00 a.m.

LOCATION: Imperial Golf Club, downstairs meeting room

Board Members Present: Gale Schwartz, Ted Anderson, Chuck Peacock, Jim Wilson and Pam Falcigno

Others Present: Naomi Baratko, (from Vesta Property Services), Mark Thieme, Maintenance supervisor, and four (4) homeowner members in person and 8 Members via Zoom.

1. Establish a Quorum/Call to Order and Proof of Notice:

A quorum was established, and the meeting was called to order by Gale Schwartz at 10:00am.

The meeting notice was posted in accordance with the Florida State Statutes and Association By-Laws

2. Approval of Previous meeting Minutes.

The previous meeting minutes were on motion to approve by Chuck Peacock, seconded by Ted Anderson, and approved unanimously.

3. Presidents Report-This report was provided by Gale Schwartz

The rumble strips are now installed. While not necessarily a perfect method to slow down traffic they are having an effect for drivers to be reminded to pay attention. These strips are a Sheriff approved method to assist with traffic control. We've been asked about adding additional speed humps, but Collier County will not approve.

IMPERIAL GOLF ESTATES HOMEOWNERS' ASSOCIATION, INC.

Vesta Property Services
27180 Bay Landing Drive, Suite 4
Bonita Springs, FL 34135
Ph: (239) 947-4552 > Fax: (239) 495-1518



President's Report Continued

We encourage all homeowners to review the visual condition of their roofs and take any action necessary to maintain their appearance. Same with landscaping. Growth happens quickly this time of year and we ask that all landscaping be trimmed.

Two homes that are currently undergoing renovations have both entered final phase of monetary fines. One is on Empress and one on Princess.

Treasurer's Report provided by Conrad Peacock

Operating Results:

Our Year-To-Date operating results reported through August 31, 2025, remain positive. Our year-to-date income was \$982,402, which was a \$11,306 shortfall (-1.1%), a slight improvement over last month. At the same time our expenses were \$972,406 which was \$21,301 under budget (2.1%). The net effect was that through two thirds of the year we have a surplus of \$9,996. A notable item on the income side is that income from home sales and transfers is only 60% of budget, reflecting the nationwide slowdown in home sales. While that has slightly improved from last month, I continue hopeful that we will see further improvement in the last third of the year with predicted interest rate reductions by the Federal Reserve and the seasonal influx of prospective home buyers. On the expense side almost every expense grouping is under budget, with some variance in the individual line items.

Delinquencies:

The total outstanding amount has decreased to \$45,319.62 from \$55,705.41 at July 31st. There are 45 delinquent balances ranging from



Treasurer's Report Continued

\$9,545.54 to \$1.03. Ten properties are in the collection process with three at the foreclosure stage. No further actions (other than the normal past due letter process) are recommended for the remaining past due accounts which will be monitored for future action. It is hoped that the small balance items (15 under \$10) will be mostly eliminated with the publishing of account statements ahead of the October quarterly payments. Homeowners should recognize the need for inclusion of past due balances with their October 1st payments.

Pam Falcigno made a motion to approve the Treasurer report, with Ted Anderson to second the motion this passed unanimously.

Chuck Peacock asked when the GIB will have their budget completed as it is a large expense to be factored into the Imperial Golf Estates budget. Gale Schwartz replied that the GIB has a different operating schedule which runs from March-March. Chuck also inquired if the Gib could special assess the communities. Gale stated that for projects that are over \$50,000, the communities will be informed.

Chuck also stated that the last reserve study was performed in 2021, and that another study may be conducted in 2026, and that the reserves can be utilized to cover the costs of the reserve study.

Chuck did notice an omission from the August meeting minutes regarding the reserve funding. The next paragraph should have been included in those minutes.

"The amount of the authorization for an additional reserve CD was missing. The amount approved was \$100,000.00. paragraph - "As an oversight and correction to the August minutes, the amount of reserve funds authorized to be additionally invested in a CD should have been stated to be \$100,000.00. Approval of these minutes will confirm that authorization."

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ARB Report provided by Ted Anderson

Nine (9) requests were submitted through the month of August, to include multiple window replacements, one (1) lease and (1) sale. Multiple requests are currently pending receipt of contractor documents. Expanding on the ARB report, a previously submitted request regarding an addition has been withdrawn, and the structure removed. There are still a few issues to be resolved. Naomi will reach out to the homeowner.

5. Committee Reports & Manager's Report

Naomi from Vesta reported on the compliance issues and stated that two (2) homeowners with ongoing renovations have both been issued final warnings to bring the home into compliance regardless of the renovations, as the overall exterior condition of both homes are sub-standard and in violation of the governing documents.

Infrastructure Report provided by Pam Falcigno

Pam had no updates currently; however Gale did inquire about the Weirs. Pam is checking with the County who will assume the responsibility of maintaining the weirs in 2026.

Entrada Gate Report provided by Jim Wilson

Jim stated that there have been several tailgating issues, resulting in the back gate passes being shut off for the violators.

6. Any Old Business

RPM Contract and Proposal Updates

Naomi confirmed that the current RPM contract will remain in place until 2026. Proposals are being sought.

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Any Other Old Business

Gale stated that the vendor Converge has been negotiating with various internet and cable providers on behalf of Imperial Golf Estates. The current internet is somewhat slow and with any new package, it will include new technology with 1G speed and includes 4 hotspots in the community that can be used for free Wi-Fi, especially during power outages.

Currently the cost is \$104 per home. A proposed package could lower that amount \$74.50 per home which is a huge savings.

Any New Business- None currently

Member Comments None Currently

New Meeting Date-October 9, 2025

Adjournment

With no further business to come before the board, a motion to adjourn was made and approved unanimously at 11:30 am.

On Behalf of the Board of Directors,
Naomi Baratko
LCAM

October President's Report

Last month we discussed the intersection of Entrada and Livingston. It appears our timing was very appropriate, as the county was considering changing the intersection to a right turn only intersection. A homeowner is now involved in speaking with the County regarding adding a traffic light. I will keep you posted.

This week we sent out a recap of the traffic enforcement within Imperial. The GIB is currently paying for the enforcement till December. However, the preliminary budget for 2026 contains a line item to maintain the patrols. This will be voted on at the next GIB meeting.

In Florida, the Marketable Record Title Act (MRTA) is a law that simplifies land transactions by extinguishing stale claims and old encumbrances on real property after 30 years, making titles marketable. For homeowner associations (HOAs), MRTA can extinguish [deed restrictions](#) and covenants, requiring associations to take action by recording preservation notices or other documents to keep these restrictions from expiring. Imperial Golf Estates is over 30 years of age. Our HOA attorney was contacted to ensure we remain in compliance. Our covenants were updated in 2021 and at that time MRTA updates were performed so this is not a concern.

We are looking at an update to our bylaws regarding structures which will be discussed under new business.

Negotiations with cable company providers continue through our consultant. It appears that we may receive a substantial decrease in cost from our current contract.

As a reminder to homeowners as rainy season ends, please look at your roofs as many may need cleaning.

We have seen an increase in "Florida white snow" which are weeds on the lawns. We ask everyone to work with your landscaper to control the outbreak.

Maintenance

The Golf course has agreed to split the cost for pressure washing and resetting pavers at the 4-way sign. Mark did work on pressure washing; however, our equipment is not strong enough to clean the pavers.

The HOA purchased a new generator as the current generator was too old to repair.

General maintenance continues throughout the community.

GIB

The budget is currently being developed, and the GIB is working to maintain the current assessment at approximately \$24 per door.

New signs alongside IGCB should be installed this month.

current contract

**Rainbow Pest Management
P.O. Box 110201
Naples, Florida 34108
Office: 239-596-4767
info@rainbowpestmanagement.com**

LAWN PEST CONTROL AGREEMENT

Date: January 1, 2015

Customer Name/Address:

*Imperial Golf Estates HOA
1016 Collier Center Way, Suite 102
Naples, Florida 34110*

Lawn Pest Control to include:

1. Control of chinch bugs, and webworms in turf areas. Treatment for grubs will be an extra charge at cost of materials only.
2. Control of lawn disease.
3. Weed control in turf areas October-April.
4. Call-backs at no additional charge.
5. Spraying of trees over 10 ft is an extra charge.
6. Spray shrubs as needed.

Cost of this agreement is: \$530.42 every month

Every other month treatment:

Middle School run along drainage ditch: \$225.00 x 6= \$1350.00
Park on Regal Way: \$80.00 x 6=\$480.00
Imperial Cove Park: \$110.00 x 6=\$660
Empty lot next to Cossack (2100 Imperial Circle)-Fertilize twice a year at \$40.00=\$80.00
Marquis Park on Imperial Circle North; \$150.00 x 6=\$900.00
Princess Forest: \$60.00 x 6=\$360.00
East Imperial Park (common area at Imperial Circle and IGCB): \$67.50 x 6=\$405.00
New Sod on Imperial Circle: \$55.00 x 6=\$330.00
Majestic Park (Across from 2220 IGCB): \$110.00 x 4=\$440.00
Spray weeds along Entrada Ave Road Entrance: \$225.00 x 4=\$900.
Treat 26 Bismarckia Palms-Drench and Foliar spray \$525x4=\$2100.00

Many factors outside the company's control affect the condition of lawns and ornamentals, including but not limited to, mowing practices, pruning, irrigation, supplemental feeding, weather or acts of nature. The

could be in
role

Rainbow Pest Management
P.O. Box 110201
Naples, Florida 34108
Office: 239-596-4767
info@rainbowpestmanagement.com

LAWN PEST CONTROL AGREEMENT

Date: July 21, 2025

Customer Name/Address:

*Imperial Golf Estates HOA
1016 Collier Center Way, Suite 102
Naples, Florida 34110*

Lawn Pest Control to include:

1. Control of chinch bugs, and webworms in turf areas. Treatment for grubs will be an extra charge at cost of materials only.
2. Control of lawn disease.
3. Weed control in turf areas October-April.
4. Call-backs at no additional charge.
5. Spraying of trees over 10 ft is an extra charge.
6. Spray shrubs as needed.

Cost of this agreement is: \$885.42 every month

Every other month treatment:

- Canal/Cypress Preserve: \$225.00 x 6= \$1350.00
- Park on Regal Way: \$80.00 x 6=\$480.00
- Imperial Cove Park: \$110.00 x 6=\$660
- Marquis Park/Back Gate; \$150.00 x 6=\$900.00
- Zack's Lake: \$75x 6-\$450
- Princess Forest: \$60.00 x 6=\$360.00
- Bischmark Lake Park: \$67.50 x 6=\$405.00
- Zacks Fire Lot: \$55.00 x 6=\$330.00
- Majestic Park: \$110.00 x 4=\$440.00
- Treat 26 Bismarckia Palms-Drench and Foliar spray \$525x6=\$3150
- Duke Dr :\$50x6=\$300
- Princess Park : \$75x6=\$450
- 4 Corners/Ficus: \$100x6=\$600
- Empress Park:\$125x6=\$750

Total for the year: \$10625.00/12=\$885.42

Naomi A. Baratko

From: Anthony Wallin <Anthony.Wallin@down2earthinc.com>
Sent: Wednesday, August 20, 2025 2:16 PM
To: Naomi A. Baratko
Cc: Terra Garden
Subject: FW: site visit
Attachments: 1-4 Parks spray map.pdf; 5 Parks spray map.pdf; FERT & PEST Schedule of Services.pdf

Good afternoon Naomi, I have attached the Fert and Pest Control Schedule of services for your review. We are looking at \$450 a month for everything. I have added Jeff, the owner of Terra Garden to this email in case you have any questions.

From: Naomi A. Baratko <nbaratko@vestapropertyservices.com>
Sent: Thursday, August 14, 2025 1:03 PM
To: Anthony Wallin <Anthony.Wallin@down2earthinc.com>
Subject: FW: site visit

Attention!

Notice: External Email

Use caution when opening links, attachments, and when prompted to enter User IDs, Passwords or Confidential Information.

Please report any suspicious email to IT Support.

Here you go 😊

From: Mark Thieme Imperial <imperialmarkthieme@gmail.com>
Sent: Thursday, August 14, 2025 8:55 AM
To: Naomi A. Baratko <nbaratko@vestapropertyservices.com>
Subject: Fwd: site visit

Mark Thieme
ImperialMarkThieme@gmail.com
Text 239-227-9201

27180 Bay Landing Drive
Suite 4

Bonita Springs FL 34135

Lawn and Ornamental Pest Control and Fertilization Program



Winter Lawn Fertilization

- Turf inspection
- Turf fertilizer 🧡
- Weed control as needed
- Plant inspection
- Plant treatment as needed



Spring Plant Fertilization

- Turf inspection
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed
- Plant fertilization with 8-0-10 🌺🌴



Spring Lawn Fertilization

- Turf inspection
- Turf fertilizer 🧡
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed



Spring Lawn Systemic Application

- Turf inspection
- Insect control as needed
- Application of turf nutrients 🧡
- Weed control as needed
- Complete turf insecticide for control of ants, chinch bugs, billbugs and grubs 🐛🐛🐛
- Plant inspection
- Plant treatment as needed



Summer Lawn Systemic & Micronutrient Lawn Application

- Turf inspection
- Micronutrient application to turf areas 🧡
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed



Seasonal Inspection & Treatment

- Turf inspection 🐛🐛🐛
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed



Seasonal Inspection & Treatment

- Turf inspection 🐛🐛🐛
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed

This is only a guideline. Schedules may change due to the addition or deletion of existing chemistries. Service is subject to change due to environmental conditions.



Fall Lawn Fertilization

- Turf inspection
- Turf fertilizer 🧡
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed



Fall Plant Fertilization

- Turf inspection
- Weed control as needed
- Insect control as needed
- Plant inspection
- Plant treatment as needed
- Plant fertilization with 8-0-10 🌺🌴

[illegible]



Shoreline Shine Roof & Exterior Cleaning

Naomi Baratko
Vesta Property Services
17475 Old Harmony Dr
Fort Myers, FL 33908

☎ (813) 360-8969
✉ nbaratko@vestapropertyservices.com

ESTIMATE	#770
ESTIMATE DATE	Oct 7, 2025
TOTAL	\$600.00

SERVICE ADDRESS

Imperial Golf Course Blvd
North Naples, FL 34110

CONTACT US

17307 Palmetto Pass Ln
Punta Gorda, FL 33982

☎ (239) 600-9863
✉ info@shorelineshinefl.com

ESTIMATE

Services	qty	amount
4 Way Paver Intersection/ Sidewalks	1.0	\$600.00
1). The area under consideration comprises approximately 4,280 square feet of concrete/asphalt surface. 2). Inspection: Identify cracks, oil stains, mold, or algae; mark areas requiring pre-treatment. 3). Pre-treatment: Apply degreaser, cleaners, for biological/ non biological designated spots; allow to dwell. 4). Pressure wash with Surface Cleaner: Using commercial surface cleaner, clean surfaces up to 3,500 psi in overlapping passes. 5). Final rinse: Rinse entire area thoroughly, ensuring all detergent and debris are removed. 6). Edge detailing: Hand-trim edges along landscaping and joints for a crisp finish. 7). Post-clean inspection: Walk client through job; address any missed spots.		

Services subtotal: \$600.00

Total **\$600.00**

Payments made via credit card will incur a 3% processing fee.
Not included: gulf cart path sidewalks with the tire marks.



ESTIMATE

EST-20202057

Estimate Date: Sep 21, 2025

Expiry Date: Oct 19, 2025

FROM:

Imperial Pressure Cleaning

License: 2020-0353

EIN # 81-4440667

511 23rd Street Northwest

Naples, FL, 34120

Email: imperialpressurecleaning@gmail.com

Phone: (239) 287-3725

TO:

Imperial Golf Estates HOA

Attn: Mark Theime

Phone: (239) 277-9201

JOB LOCATION:

Imperial Golf Course Boulevard

FL, 34110

JOB:

#	Services	Qty	Price	Discount	Total
1	4-Way Paver Intersection and sidewalks (4280 sqft)	1.00	\$642.00	\$0.00	\$642.00

SoftWash application to kill growth, mildew and to lift dirt, High pressure surface cleaning to completely remove debris followed by a low pressure rinse into the grass. This process keeps the surface clean longer.

Cleaning includes 4 way paver intersections and pedestrian sidewalk

This cleaning does NOT include the golf cart path sidewalks with dark tire marks.

Subtotal \$642.00

Grand Total (\$) **\$642.00**

Accepted payment methods

Credit Card, Check, Cash, Direct Deposit, Zelle

Message

We're excited about the possibility of working with you, thank you for considering us for your project and giving us the opportunity to earn your business! I look forward to hearing from you!

Naomi A. Baratko

From: noreply@crmfl.com
Sent: Friday, October 3, 2025 9:06 AM
To: Naomi A. Baratko
Subject: Security Report September Enforcement Updates

Compass Rose Management

Dear Residents,

Below is a summary of security and traffic enforcement activity within the community for the month of September:

Week of September 1st

- 7 stops total
 - 2 written warnings – speeding
 - 5 verbal warnings – speeding

Week of September 8th

- 5 stops total
 - 5 written warnings – speeding
 - 1 ticket issued – speeding

Week of September 15th

- 10 stops total
 - 9 written warnings – speeding
 - 2 tickets issued – speeding

Week of September 22nd

- 5 stops total
 - 3 written warnings – speeding
 - 2 verbal warnings – bicyclists failing to stop at stop sign

Week of September 29th

- 6 stops total
 - 3 verbal warnings – speeding
 - 3 written warnings – speeding
- 1 call from 911 regarding a **domestic disturbance**

We appreciate everyone's continued attention to community safety and traffic regulations. Please remember to drive carefully, obey posted speed limits, and ensure the safety of all residents and guests.



1010 NE 9th Street
Cape Coral, FL 33909
Phone: 239-309-0622
Fax: 239-673-1566
Email:
GIBinfo@crmfl.com

Links

[Web Portal](#)

[Compass Rose Management](#)

Unsubscribe

Log into the client portal, select User Profile, select Email Options and update your profile with the email notifications you do not want to receive. [Web Portal](#).

New

This Instrument Was Prepared by:
Jennifer L. Biletnikoff, Esq.
Becker & Poliakoff, P.A.
4001 Tamiami Trail N. Suite 270
Naples, FL 34103

**REVOCATION, TERMINATION AND RESCISSION OF COVENANT
RUNNING WITH THE LAND**

WHEREAS, Jason Clarks Friedrichs (hereinafter referred to as "Owner") is the record title owner of the home located at 1806 Princess Ct., Naples, Florida 34110 (the "Property") in Imperial Golf Estates, as more particularly described as:

Lot 111, Imperial Golf Estates – Phase I, according to the plat thereof as recorded in Plat Book 12, Page 61, Public Records of Collier County, Florida.

Parcel Identification Number 5139444008; and

WHEREAS, Imperial Golf Estates Homeowners Association, Inc. (the "Association") is a Florida not-for-profit corporation and is the entity responsible for the operation and administration of Imperial Golf Estates pursuant to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates recorded in Official Records Book 4231, Page 0666 as amended from time to time, Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, an Agreement and Covenant Running with the Land ("Covenant"), a copy of which is attached hereto as **Exhibit "A"**, was recorded by the Association against the Property on March 18, 2025, in Official Record Book 6448 at Page 1341 in the Public Records of Collier County, Florida; and

WHEREAS, the pool cabana structure (i.e., the "Improvement") contemplated by the Covenant was never completed and has been abandoned.

NOW THEREFORE, the Association, through its Board of Directors, hereby revokes, terminates and rescinds the Covenant Running with the Land referenced above, and said Covenant shall be of no further force or effect. The Property is hereby released from the above-described Covenant Running With the Land, which shall have no further force and effect as to the Property upon the recording of this document.

[Signatures on Next Page]

WITNESS my signature hereto this _____ day of _____ 2025, at Collier County, Florida.

Signed and deliver
in the presence of:

IMPERIAL GOLF ESTATES
HOMEOWNERS ASSOCIATION, INC.

Witness #1
Printed Name: _____
Address: _____

By _____
Printed Name: Gale Schwartz, President
Date: _____
Address: _____

Witness #2
Printed Name: _____

Address: _____

Date _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202____, by Gale Schwartz as President of Imperial Golf Estates Homeowners Association, Inc. She is personally known to me or have produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

(Signature)

(Print Name)

Notary Public, State of Florida at Large

WITNESS my signature hereto this _____ day of _____ 2025.

Signed and delivered
in the presence of:

Witness #1
Printed Name: _____
Address: _____

By Owner _____
Printed Name: _____
Date: _____
Address: _____

Witness #2
Printed Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202__ by **Jason Clarks Friedrichs**. He is personally known to me or has produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

(Signature)

(Print Name)
Notary Public, State of Florida at Large

Exhibit “A”
Recorded Covenant Running with the Land

original

This instrument was prepared by:

Jennifer L. Biletnikoff, Esq.
Becker & Poliakoff, P.A.
4001 Tamiami Trail N. Suite 270
Naples, Florida 34103

AGREEMENT AND COVENANT RUNNING WITH THE LAND

3rd THIS AGREEMENT and Covenant Running with the Land ("Agreement") is made this day of March, 2025, by and between **Jason Clarks Friedrichs**, (hereinafter "Owner") and **Imperial Golf Estates Homeowners Association, Inc.**, a Florida not-for-profit corporation ("Association"). Owner is the record title holder of the home located at 1806 Princess Ct., Naples, Florida 34110, (the "Property") in Imperial Golf Estates, as more particularly described as

Lot 111, Imperial Golf Estates – Phase I, according to the plat thereof as recorded in Plat Book 12, Page 61, Public Records of Collier County, Florida.

Parcel Identification Number: 51394440008; and

WHEREAS, the Association is the entity responsible for the operation and administration of Imperial Golf Estates, pursuant to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Imperial Golf Estates recorded in Official Records Book 4231, Page 0666, as amended for time to time, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, Article VI, Section 6.1 of the Declaration provides, in relevant part, as follows:

6.1 No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration, repair, repainting or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by an Architectural Review Board appointed by the Board of Directors of the Association. All plans and specifications shall be evaluated as to harmony of external design, color and location in relation to surrounding structures and topography.

WHEREAS, Owner made certain improvements, including, but not limited to the construction of a pool and pool cabana structure on the Property, without prior approval of the Association in accordance with the Declaration. Upon receiving notice of the same, and pursuant to Article VI, Section 6.1 of the Declaration, the Owner requested approval from the Association for the construction of the pool and the pool cabana, after-the-fact (the "Improvement"); and

WHEREAS, the Association approves the Improvement, provided that the Owner agrees to this Covenant Running with the Land, evidenced by Owner's signature below.

NOW THEREFORE, in consideration of the permission and approval by the Association to allow the Owner to construct (and to maintain Improvements previously installed without prior written approval of the Association), and in further considerations of the promises herein, and for other good and valuable considerations acknowledged and accepted by the parties hereto, Owners and Association do hereby covenant and agree as follows:

1) The above recitations are true and correct and each and every one is incorporated by reference herein.

2) The capitalized terms in this Covenant shall have the same meanings as used in the Declaration or as defined herein.

3) The Improvements (i.e., the pool and pool cabana structure) shall be constructed and maintained in strict accordance with the plans approved the Association and with the conditions set forth herein. Modified plans submitted to the County and final as-built plans showing set backs must be submitted to the Association prior to recommencing construction.

4) The Owner agrees to the removal of two (2) exterior walls of the Improvement (i.e., the pool cabana structure) and further agrees that the pool cabana structure will remain open (i.e., not enclosed) on two (2) sides (i.e., the wall facing the residence and the wall on the south side of the Improvement) at all times, now and in the future. The Association will consider and approve the installation of screens or roll down storm shutters that cover two (2) of the four (4) openings (i.e., those openings where exterior walls were once constructed). The pool cabana structure may not be constructed or improved to include a second floor, including a loft, at any time. The roof line of the pool cabana structure must match the roofline of the existing single-family residence located on the Property and the peak of the roof on the pool cabana structure cannot be higher than and may not exceed the roofline of the existing single-family residence. The pool cabana structure may not be used as a guest house or a residence at any time. The retaining wall on the north side of the single-family residence may not exceed four (4) feet in height.

5) The Improvements shall be installed in strict accordance with the plans approved by the Association. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building permits and adherence to any and all codes, laws, ordinances, regulations or other procedures as outlined for the installation, construction and maintenance of the Improvements by Collier County, Florida and any other governmental entities.

6) The Association and Owner may enforce this Agreement. In any action to enforce the provisions hereof or in any action related to the terms and provisions hereof, the prevailing party shall be entitled to recover its attorneys' fees at trial and all appellate levels (including the amount of attorney's fees incurred in determining the amount of attorney's fees to be awarded), and costs from the unsuccessful party. Such right shall include any administrative agency or arbitration proceedings. This agreement shall be governed by the laws of the State of Florida. Venue shall lie in Collier County, Florida.

7) Owner represents that he has the authority to execute this Covenant, to bind the Property with covenants running with the land, and that there are no mortgages, liens, or other encumbrances which would preclude Owner's authority to enter into this Covenant.

8) The permission of the Board of Directors as requested by Owner shall be evidenced by the execution of this Covenant Running with the Land. This Covenant Running with the Land is expressly understood to be entered into for the benefit of Owner and the Association and shall be enforceable, at law or equity, by any and all of the parties for whose benefit it runs. Owner further agree that this covenant and the conditions, restrictions and limitations set forth herein shall be deemed a covenant running with the land and shall be recorded, in the Public Records of Collier County, Florida, and shall remain in full force and effect and be binding upon heirs, successors, personal representatives, and assigns and upon all mortgagees of Owner and Association, and shall be a covenant running with the Property, equitable servitude, contractual obligation, and a condition implied in any conveyance or other instrument affecting title of the Property. This Covenant shall run with the land for a period of thirty (30) years from the date of recordation in the Collier County Public Records, and thereafter shall be renewed for two (2) successive ten (10) year periods unless modified or rescinded by mutual agreement of the parties. After the initial thirty (30) year period, or in connection with the ten (10) year renewals, this Covenant may be terminated by written instrument executed and acknowledged by Owner or Association, and provided such instrument is recorded in the Collier County Public Records. Such execution, acknowledgement and recordation shall take place no sooner than one hundred eighty (180) days before the expiration date (original or extension) and no later than ninety (90) days before such expiration date (original or extension). The recording party shall provide written notice to the non-recording party by United States Certified Mail, Return Receipt Requested, within thirty (30) days of such recording, which shall be a condition precedent to the effective termination at the thirtieth anniversary of recording or in connection with a ten (10) year renewal. Upon termination, obligations regarding the Improvements shall be governed by the terms of the Declaration, which is not otherwise negated by this Covenant in any manner, except where an undertaking herein is contrary to the terms of the Declaration

9) The validity or invalidity of any provision of this Covenant Running with the Land, or any part of any provision, which may be severed without affecting the balance of its terms, as determined by a Court of competent jurisdiction, shall in no way affect the validity of the remainder of the provisions after severance, or any other provision hereof.

10) Association reserves all of its rights under the Declaration, as amended to this date, and as same may be amended from time to time. The remedies set forth herein are not exclusive and are in addition to all other remedies Association has at law or in equity.

IN WITNESS WHEREOF, Owner hereby executes this Covenant Running with the Land in a manner and form sufficient to bind the Unit as of the date set forth above.

[Signatures on Next Page]

Signed and delivered
in the presence of:

Patrice Murphy
Witness #1
Printed Name: Patrice Murphy
Address: 27180 Bay
Landing, WA Bonita

Connie Ross
Witness #2
Printed Name: Connie Ross

Address: 27180 Bay Landing Dr
Bonita Springs, FL 34135

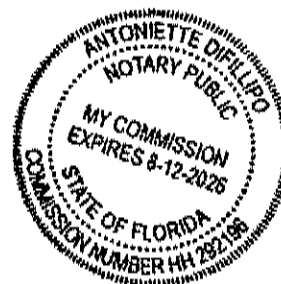
By Owner Jason Friedrichs
Printed Name: Jason Friedrichs
Date: 3/3/25
Address: 1806 Princess Ct
Naples FL 34110

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of March, 2025 by Jason Clarks Friedrichs. He is personally known to me or has produced DL as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

Antonietta DiFillipo (signature)

Antonietta DiFillipo (Print Name)
Notary Public, State of Florida at Large



The Association hereby consents to the Covenant set forth herein.

Signed and deliver

in the presence of:

Witness #1
Printed Name: Patrice Murphy
Address: 27180 Bay Landing Dr #4 Bonita Springs

Witness #2
Printed Name: Naomi Barak

Address: 27180 Bay Landing Dr Bonita Sp, FL 34135

Date: 3-3-2021

By Gale Schwartz
Printed Name: Gale Schwartz, President
Date: 3/3/2025
Address: 1933 Princess Ct NAPLES, FL.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of March, 2025, by Gale Schwartz as President of Imperial Golf Estates Homeowners Association, Inc. She is personally known to me or have produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Antonielle DiFillipo (Signature)
Antonielle DiFillipo (Print Name)
Notary Public, State of Florida at Large

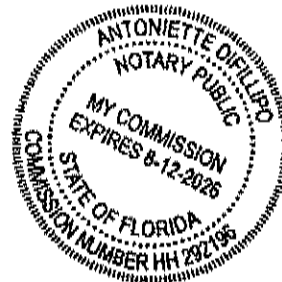


Exhibit "A"

Legal Description

Lot 111, Imperial Golf Estates – Phase I, according to the plat thereof as recorded in Plat Book 12, Page 61, Public Records of Collier County, Florida.

Parcel Identification Number: 51394440008

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

Patricia Murphy
Witness Signature
Patricia Murphy
Printed Name
Kathleen Hale
Witness Signature
Kathleen 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



RETURN TO:
DIANE M. SIMONS, ESQ.
ATTORNEY AT LAW
SIMONS LAW GROUP, PLLC
P.O. BOX 291
FOR MYERS, FL 33902-6291
Tel: (239) 443-5723

NOTICE OF PRESERVATION
OF THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
IMPERIAL GOLF ESTATES

WHEREAS, Imperial Golf Estates Homeowners Association, Inc., a Florida corporation not-for-profit, (the "Association"), whose mailing address is c/o Towne Properties, 1016 Collier Center Way, Suite 102, Naples, Florida 34110, was created by the Developer, Whispering Pines, Inc., a Florida corporation, to operate and enforce the Declaration of Covenants and Restrictions of Imperial Golf Estates; and

WHEREAS, pursuant to Chapter 712 of the Florida Statutes, entitled "Marketable Record Title Act," the Board of Directors desires to preserve these restrictions;

NOW THEREFORE, the Association by and through its undersigned Officers executes this Notice of Preservation of the Amended and Restated Declaration of Covenants and Restrictions for Imperial Golf Estates Homeowners Association, Inc., as recorded in Official Records Book 4231, Page 0666, *et seq.*, Public Records of Collier County, Florida, on May 18, 2007, Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, as recorded in Official Records Book 808, Page 1845, *et seq.*, Public Records of Collier County, Florida, on May 3, 1979, Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase II, as recorded in Official Records Book 891, Page 1206, *et seq.*, Public Records of Collier County, Florida, on November 12, 1980, Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase III, as recorded in Official Records Book 980, Page 1394, *et seq.*, Public Records of Collier County, Florida, on July 20, 1982, Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase IV, as recorded in Official Records Book 1126, Page 508, *et seq.*, Public Records of Collier County, Florida, on March 20, 1985, Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase V, as recorded in Official Records Book 1502, Page 1307, *et seq.*, Public Records of Collier County, Florida, on February 2, 1990, (the "Declaration of Restrictions"), and as may have been subsequently amended.

1. This Notice is being filed by Imperial Golf Estates Homeowners Association, Inc., the extension and preservation of the Declaration of Restrictions having been approved by at least the two-thirds (2/3) vote of the Board of Directors at a meeting of which the members of the Association were informed in accordance with Section 712.06, Florida Statutes. Said meeting was held on March 26, 2015. An affidavit executed by Den Joyce, the Secretary of Imperial Golf Estates Homeowners Association, Inc., attesting that Notice of the Board of Directors meeting was mailed or hand delivered to members of the Association not less than seven (7) days prior to such meeting, along with a copy of said Notice, is attached hereto as Exhibit "A."

2. The name and Post Office address of the Association is as follows:

Imperial Golf Estates Homeowners Association, Inc.
c/o Towne Properties

1016 Collier Center Way, Suite 102
Naples, Florida 34110

3. The description of all lands affected by this Notice is as follows:

See Exhibit "B" attached hereto.

4. The Declaration of Restrictions and all subsequent amendments thereto, which are intended to be preserved and extended by and through this Notice, are identified and described in accordance with Section 712.06(1)(e), Florida Statutes, on Exhibit "C" attached hereto.

IN WITNESS WHEREOF, this Notice has been executed this 3 day of April 2015.

WITNESS:

IMPERIAL GOLF ESTATES
HOMEOWNERS ASSOCIATION, INC.

Sign: [Signature]
Print: Susan Murphy

Sign: [Signature]
Print: LEONARDE JONES
Title: SECRETARY

WITNESS:

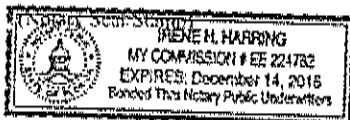
ATTEST:

Sign: [Signature]
Print: DEBORAH J. SENATORE

Sign: [Signature]
Print: Brenda Powell
Title: Accounting Assoc.

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of April 2015, by Sue Murphy as President of Imperial Golf Estates Homeowners Association, Inc., who (check one) is personally known to me OR produced as identification.



Notary Public-State of Florida

Sign: [Signature]
Print: IRENE H. HARRING
My Commission Expires: 12-14-2016

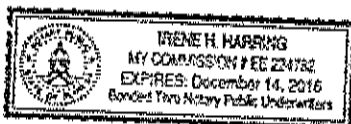
STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of April, 2015, by Sue Murphy as Secretary of Imperial Golf Estates Homeowners Association, Inc., who (check one) is personally known to me OR produced as identification.

(Notary Seal/Stamp)

Notary Public-State of Florida

Sign: [Signature]
Print: IRENE H. HARRING
My Commission Expires: 12-14-2016



**AFFIDAVIT OF SECRETARY OF
IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.**

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared Leonard J. J. J., as Secretary of Imperial Golf Estates Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter the "Association"), who, after being first duly sworn, deposes and says:

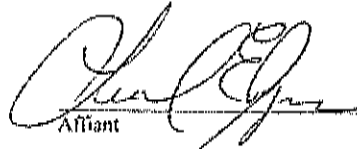
1. My name is LEONARD J. J. J. in the Secretary of the Association and I have personal knowledge of the facts contained herein.
2. On March 26th, 2015 at 8:30 a.m., a meeting of the Board of Directors of the Association was held at Highway 122nd Club, Florida (hereinafter the "Meeting"), to consider preservation of the documents stated in the Statement of Marketable Title Action below, as the same have been amended from time to time.
3. Notice of the Meeting was mailed or hand delivered to each member at the address last furnished to the Association, as such address appears on the books of the Association, at least seven (7) days prior to said Meeting.
4. Said Notice contained the following statement:

STATEMENT OF MARKETABLE TITLE ACTION

Imperial Golf Estates Homeowners Association, Inc. ("Association") has taken action to ensure that the following documents retain their status as the source or marketable title with regard to the transfer of a member's residence: the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Imperial Golf Estates Homeowners Association, Inc., as recorded in Official Records Book 4231, Page 0666, *et seq.*, of the Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, as recorded in Official Records Book 808, Page 1845, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase II, as recorded in Official Records Book 891, Page 1206, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase III, as recorded in Official Records Book 980, Page 1394, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase IV, as recorded in Official Records Book 1126, Page 508, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase V, as recorded in Official Records Book 1502, Page 1307, *et seq.*, Public Records of Collier County, Florida, and as may be amended from time to time, which are currently burdening the property of each and every member of the Association and all lots in Imperial Golf Estates Homeowners Association, Inc. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Collier County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

5. At said Meeting, the extension and preservation of the Declaration was approved by at least two-thirds (2/3) of the Board of Directors.

FURTHER, AFFIANT, SAYETH NAUGHT.

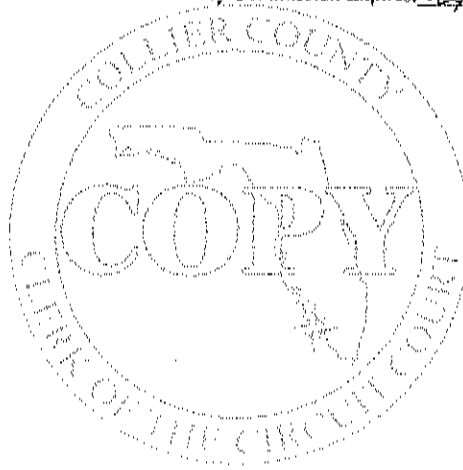
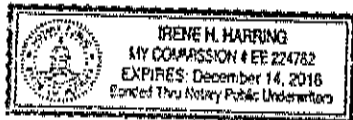

Affiant

SWORN AND TO SUBSCRIBED before me this 3rd day of APRIL, 2015, by Len Joyce as Secretary of Imperial Golf Estates Homeowners Association, Inc., who (check one) ☒ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)

Notary Public-State of Florida

Sign: Irene H. Harring
Print: Irene H. Harring
My Commission Expires: 12/14/2016



**AFFIDAVIT OF MAILING OR HAND DELIVERY AND POSTING
OF NOTICE TO MEMBERS**

I, the undersigned, as Secretary of Imperial Golf Estates Homeowners Association, Inc., whose name appears at the bottom of this Affidavit, do hereby swear and affirm that the Notice of the Special Meeting of the Board of Directors to be held on the 26 day of March, 2015 at 8:30 a.m./p.m., at Naples, Florida, to consider preservation of the Declaration of Covenants and Restrictions of Imperial Golf Estates, was posted and mailed or hand delivered in accordance with Section 712.06, Florida Statutes. The Notice was mailed or hand delivered to each member at the address last furnished to the Association, as such address appears on the books of the Association, at least seven (7) days prior to said Meeting.

Acknowledged this 13th day of March, 2015.

IMPERIAL GOLF ESTATES HOMEOWNERS
ASSOCIATION, INC.

Sign: [Signature]

Print: REINHOLD E. JUICE

Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

SWORN AND TO SUBSCRIBED before me this 13th day of March, 2015, by LEN JOYCE as Secretary of Imperial Golf Estates Homeowners Association, Inc., who (check one) ☒ is personally known to me or has produced _____ as identification.

(Notary Seal/Stamp)

Notary Public-State of Florida

Sign: [Signature]

Print: IRENE H. HARRING

My Commission Expires: 12-14-2016



NOTICE OF MEETING
OF THE BOARD OF DIRECTORS
OF
IMPERIAL GOLF ESTATES HOMEOWNERS ASSOCIATION, INC.

TO ALL MEMBERS:

Please be advised that a meeting of the Board of Directors of Imperial Golf Estates Homeowners Association, Inc., shall be held on the 16 day of March, 2015 at 8:30 a.m./p.m. at Wingbridge Island Club for the following purpose:

1. To consider approving the recording of a Notice of Preservation to preserve the Declaration of Covenants and Restrictions of Imperial Golf Estates pursuant to Chapter 712, Florida Statutes, as more fully described below.

STATEMENT OF MARKETABLE TITLE ACTION

Imperial Golf Estates Homeowners Association, Inc. ("Association") has taken action to ensure that the following documents retain their status as the source or marketable title with regard to the transfer of a member's residence: the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Imperial Golf Estates Homeowners Association, Inc., as recorded in Official Records Book 4231, Page 0666, *et seq.*, of the Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, as recorded in Official Records Book 808, Page 1845, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase II, as recorded in Official Records Book 891, Page 1206, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase III, as recorded in Official Records Book 980, Page 1394, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase IV, as recorded in Official Records Book 1126, Page 508, *et seq.*, Public Records of Collier County, Florida; Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase V, as recorded in Official Records Book 1502, Page 1307, *et seq.*, Public Records of Collier County, Florida, and as may be amended from time to time, which are currently burdening the property of each and every member of the Association and all lots in Imperial Golf Estates Homeowners Association, Inc. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Collier County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

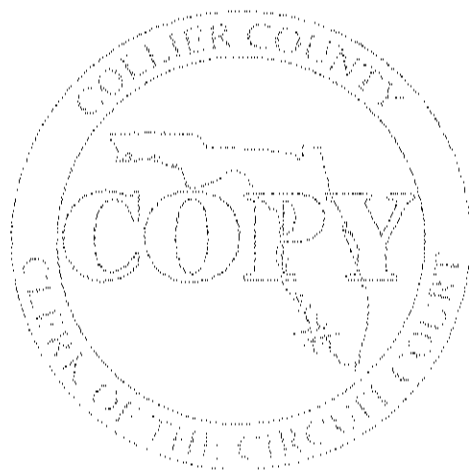
2. Such other business as may lawfully come before the body.

Dated this 10th day of March 2015.

IMPERIAL GOLF ESTATES HOMEOWNERS
ASSOCIATION, INC.

Sign: [Signature]
Print: DAVID R. JOYCE
Secretary

Exhibit "B"



PLAT BOOK 12, PAGE 122

IMPERIAL GOLF ESTATES PHASE I

A SUBDIVISION IN SECTION 14, TOWNSHIP 40 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

SHEET 2 OF 4

7/11/1973

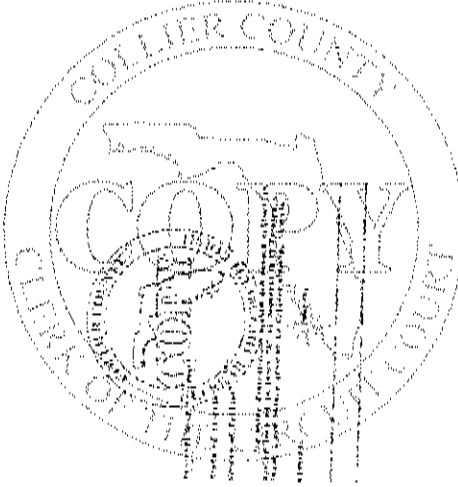
State of Florida)
County of Collier) ss.

I, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of the Court.

Witness my hand and the seal of the Court at the City of Naples, Florida, this 11th day of July, 1973.

[Signature]
Clerk of the Court

[Signature]
Notary Public



NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 1974

[Signature]
Notary Public

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 1974

[Signature]
Notary Public

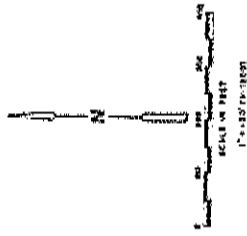
[Signature]
Notary Public

IMPERIAL GOLF ESTATES PHASE I

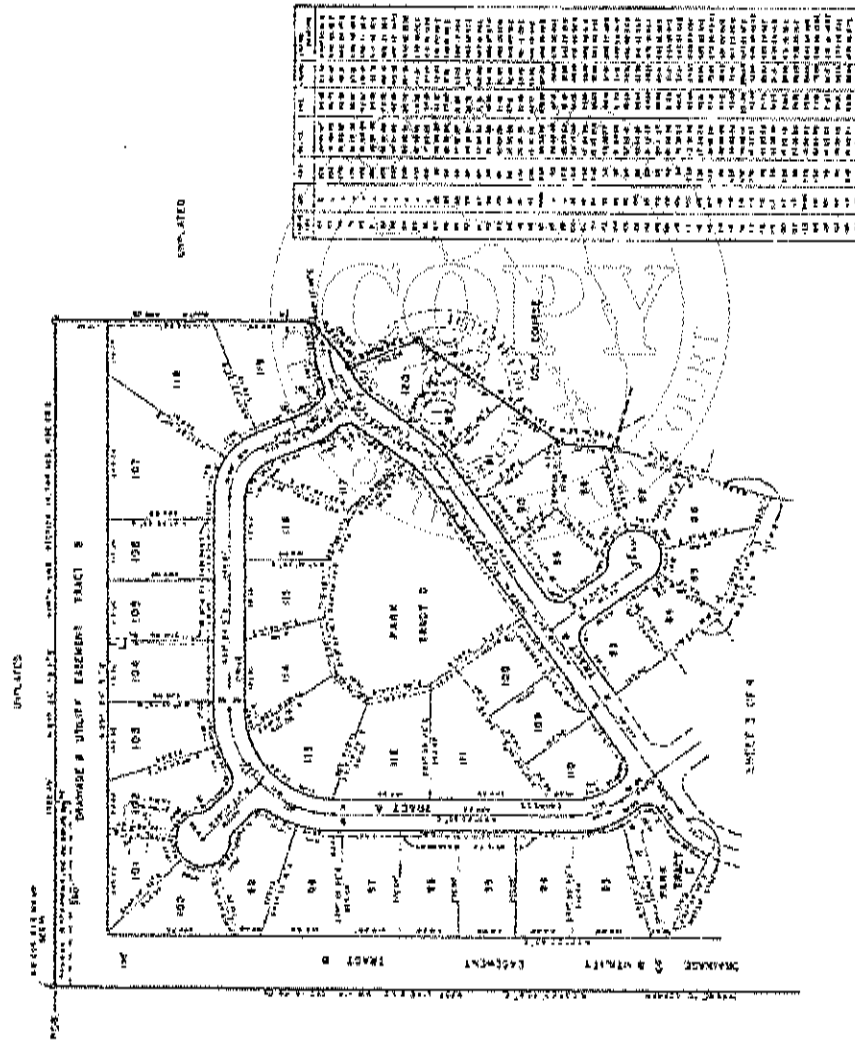
A SUBDIVISION IN SECTION 19, TOWNSHIP 48 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA

SHEET 4 OF 4

PLAT BOOK 10, PAGE 63



NOTES:
1. ALL LOTS ARE TO BE DEVELOPED FOR RESIDENTIAL USE.
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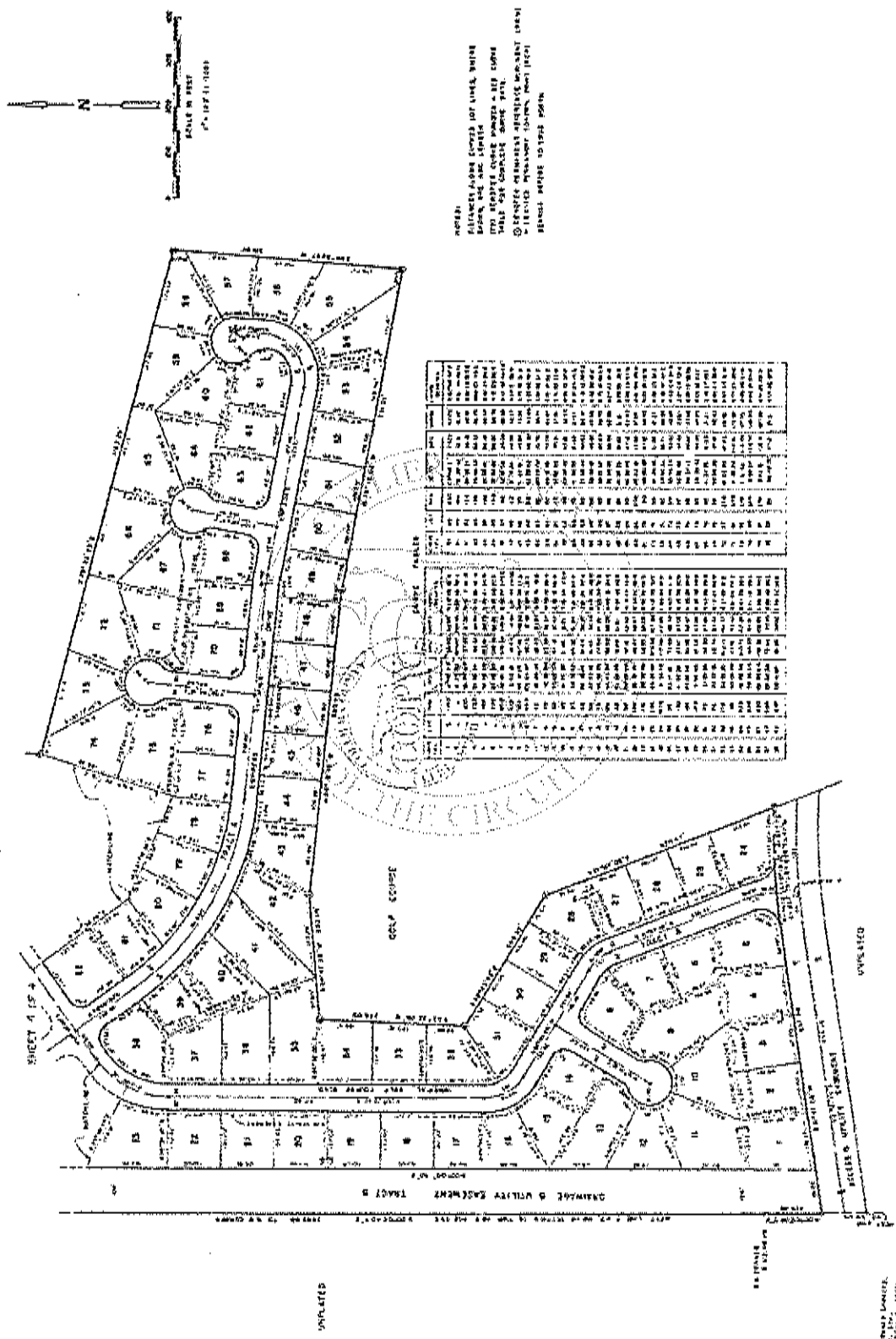


PLAT BOOK 13 PAGE 64

IMPERIAL GOLF ESTATES PHASE I

A SUBDIVISION IN SECTION 14, TOWNSHIP 40 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA

SHEET 3 of 4



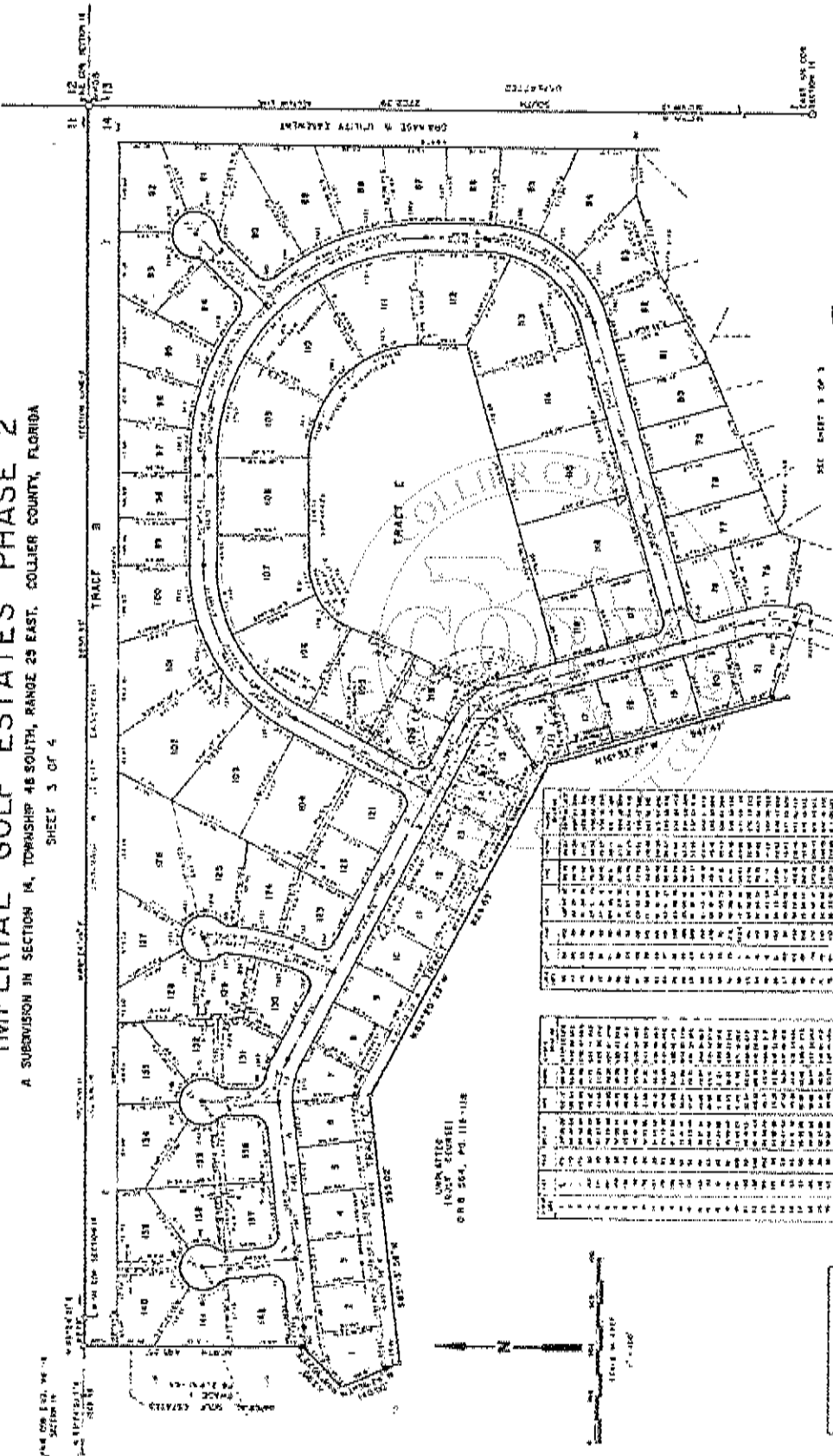
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PLAT BOOK 13 PAGE 64

IMPERIAL GOLF ESTATES PHASE 2 A SUBDIVISION IN SECTION 14, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA

SHEET 3 OF 4

PLAT BOOK 12, PAGE 111



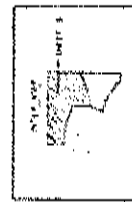
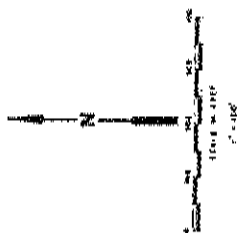
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SEE SHEET 3 OF 3

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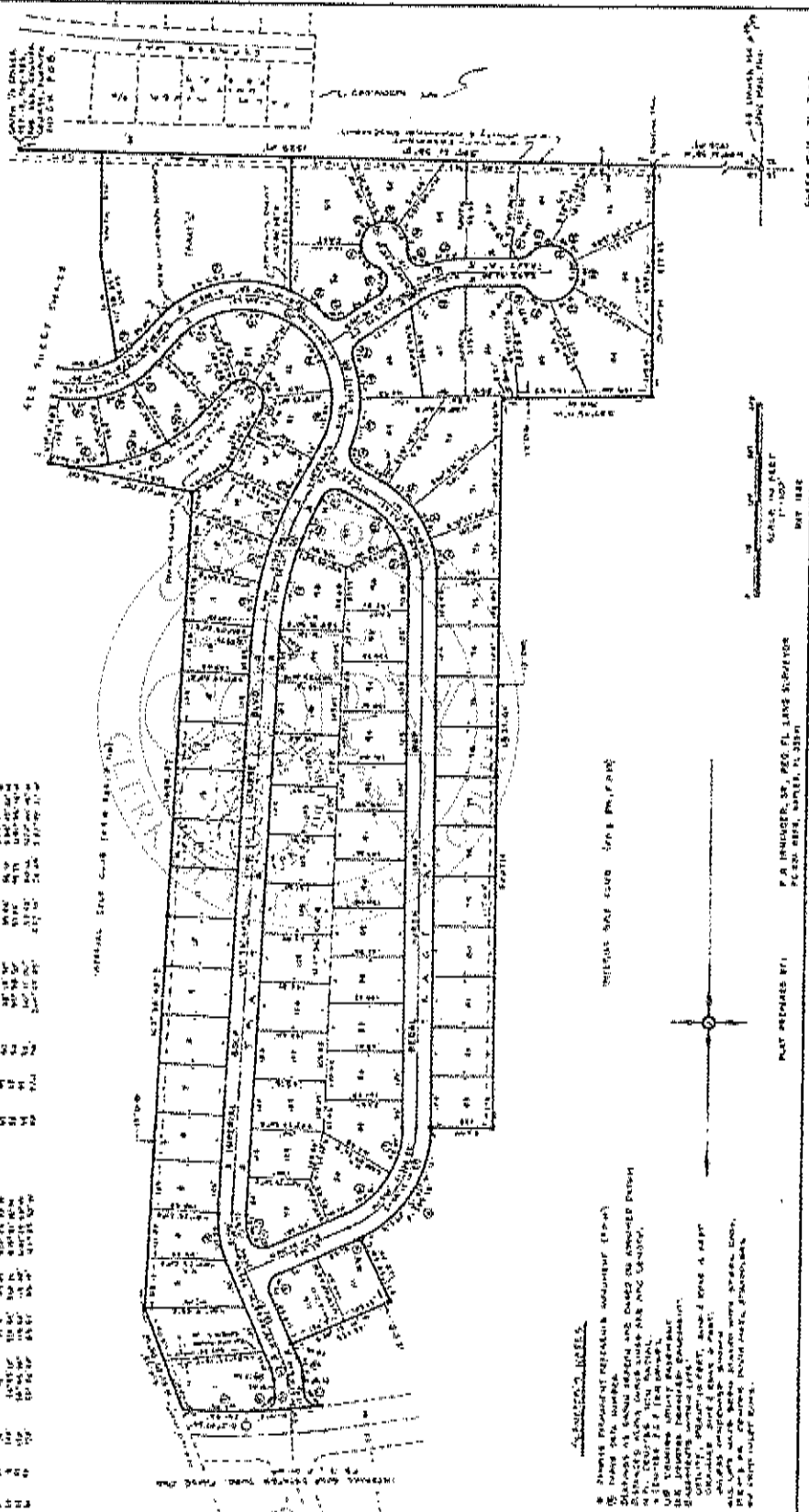


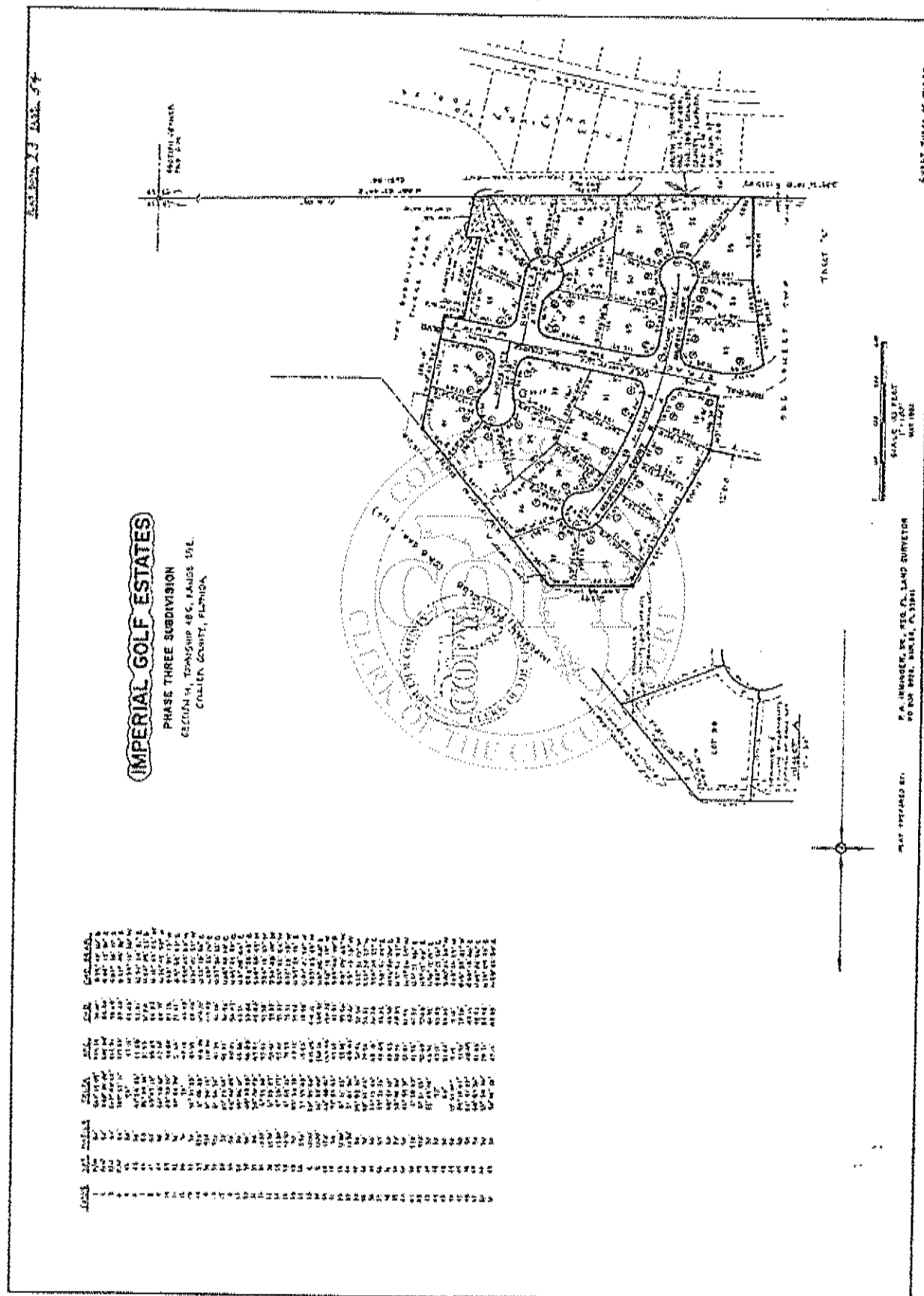
SHEET 3 OF 4

IMPERIAL GOLF ESTATES

PHASE THREE SUPERVISION

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IMPERIAL GOLF ESTATES

PHASE IV
A SUBDIVISION
IN PART OF SECTION 14 - TWP 48 S - RGE 29 S
COLLIER COUNTY, FLORIDA

THE UNIVERSITY OF CHICAGO

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FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

19/05/2017

6. Why is Na_2S a weak base?

Page 10 of 11

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Abstract

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AMERICAN JEFFERSON

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For the above reasons, it is recommended that the above information be furnished to the Bureau of the Internal Security Division, Department of Justice, for their information and guidance.

W. L. R. 2001

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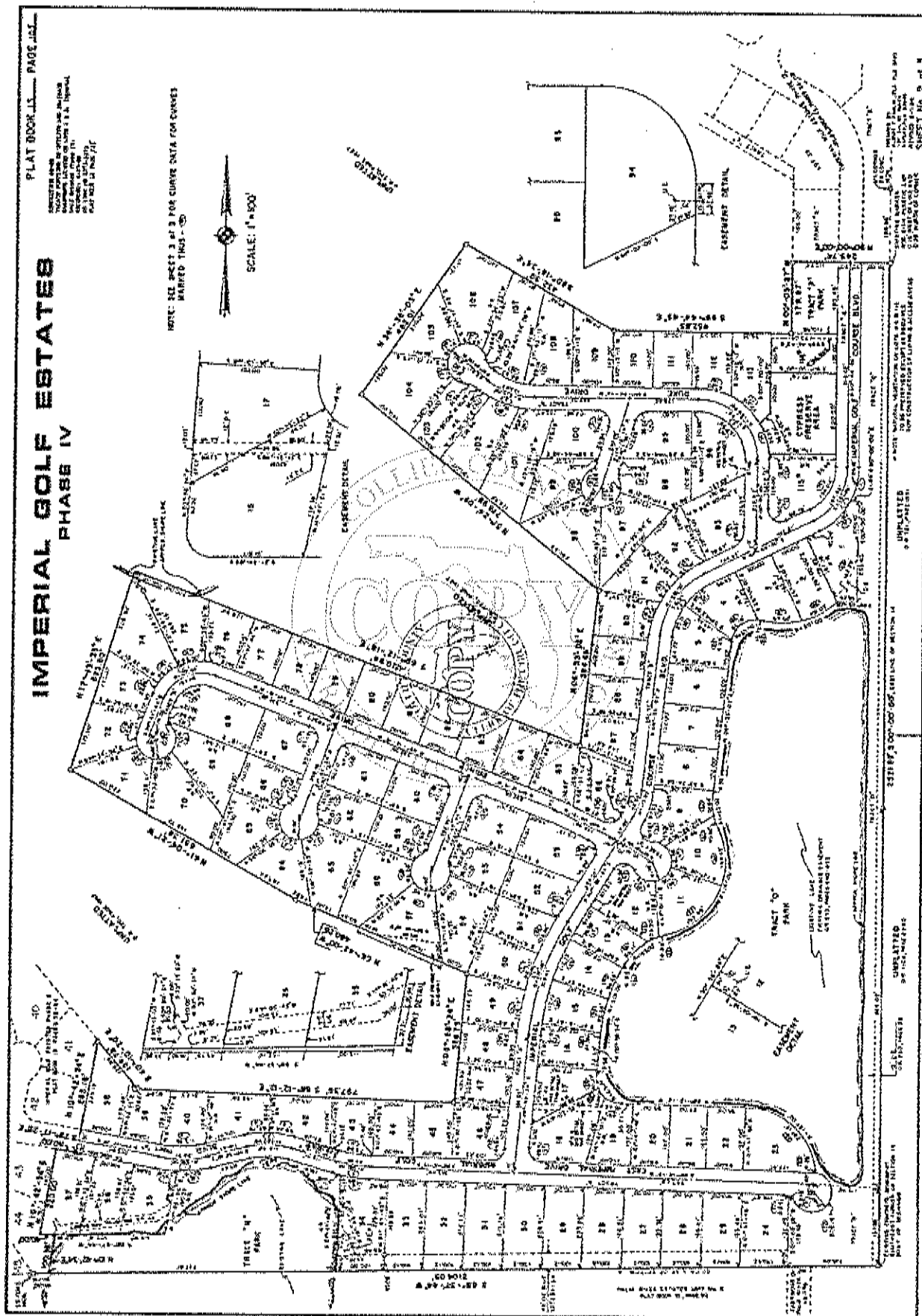
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IMPERIAL GOLF ESTATES
PHASE IV

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IMPERIAL GOLF ESTATES
PHASE IV

PLAT BOOK 12 PAGE 104

CURVE DATA

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IMPERIAL GOLF ESTATES, PHASE IV
PLAT BOOK 13, PAGES 104-106

IMPERIAL OIL ESTATE, PHASE V
UNPLATTED
VARIOUS BOARDS

PLAT BOOK, NO. PAGE 70

UNPLANTED

UNPLATTED

THE FOLLOWING PERSONS ARE:
 JOHN J. KELLY, JR. JR. JR. JR. JR.
 JOHN KELLY JR. JR. JR. JR.
 JOHN KELLY JR. JR. JR. JR.

SHEET 2 OF 2

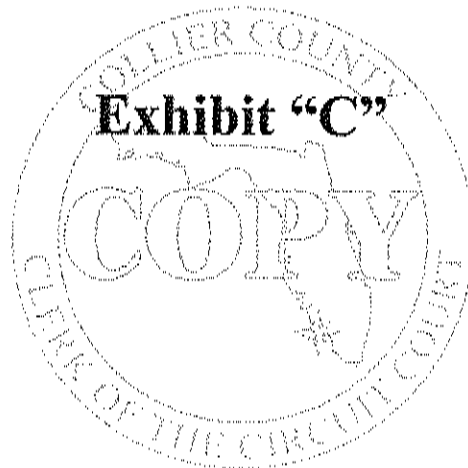


EXHIBIT "C"

Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, recorded on May 3, 1979, in Official Records Book 808, Page 1845, *et seq.*, Public Records of Collier County, Florida.

Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase II, recorded on November 12, 1980, in Official Records Book 891, Page 1206, *et seq.*, Public Records of Collier County, Florida.

Amendment to Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, recorded on March 19, 1981, in Official Records Book 909, Page 0990, *et seq.*, Public Records of Collier County, Florida.

Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase III, recorded on July 20, 1982, in Official Records Book 980, Page 1394, *et seq.*, Public Records of Collier County, Florida.

Amendment to Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase I, recorded on August 3, 1982, in Official Records Book 982, Page 538, *et seq.*, Public Records of Collier County, Florida.

Amendment to Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase II, recorded on August 3, 1982, in Official Records Book 982, Page 544, *et seq.*, Public Records of Collier County, Florida.

Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase IV, recorded on March 20, 1985, in Official Records Book 1126, Page 508, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of By-Laws of Imperial Golf Estates Homeowners Association, Inc., recorded on September 25, 1987, in Official Records Book 1297, Page 2361, *et seq.*, Public Records of Collier County, Florida.

Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates- Phase V, recorded on February 2, 1990, in Official Records Book 1502, Page 1307, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of By-Laws of Imperial Golf Estates Homeowners Association, Inc., recorded on April 6, 1990, in Official Records Book 1518, Page 1381, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of The Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates and the Articles of Incorporation and By-Laws of Imperial Golf Estates Homeowners Association, Inc., recorded on April 18, 1997, in Official Records Book 2305, Page 2243, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates, recorded on April 2, 1999, in Official Records Book 2530, Page 1968, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates, recorded on May 3, 1999, in Official Records Book 2541, Page 3488, *et seq.*, Public Records of Collier County, Florida.

Agreement and Declaration of Restrictive Covenants, recorded on March 1, 2001, in Official Records Book 2783, Page 2410, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates and Amendment to By-Laws of Imperial Golf Estates Homeowners Association, recorded on April 30, 2002, in Official Records Book 3027, Page 2326, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates, recorded on March 26, 2003, in Official Records Book 3248, Page 2831, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates, recorded on June 30, 2003, in Official Records Book 3329, Page 0660, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Imperial Golf Estates, recorded on January 9, 2004, in Official Records Book 3481, Page 0739, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Amended and Restated By-Laws of Imperial Golf Estates Homeowners Association, Inc., recorded on April 24, 2006, in Official Records Book 4023, Page 1787, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of The Declaration of Covenants, Conditions, and Restrictions of Imperial Golf Estates Homeowners Association, Inc., recorded on May 18, 2007, in Official Records Book 4231, Page 0666, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment to the Articles of Incorporation of Imperial Golf Estates Homeowners Association, Inc., recorded on February 25, 2009, in Official Records Book 4430, Page 0928, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Imperial Golf Estates Homeowners Association, Inc., recorded on February 25, 2009, in Official Records Book 4430, Page 0989, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Imperial Golf Estates Homeowners Association, Inc., recorded on February 10, 2011, in Official Records Book 4651, Page 1202, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment, recorded on February 21, 2012, in Official Records Book 4766, Page 1948, *et seq.*, Public Records of Collier County, Florida.

Certificate of Amendment of the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Imperial Golf Estates Homeowners Association, Inc., recorded on July 17, 2014, in Official Records Book 5058, Page 2125, *et seq.*, Public Records of Collier County, Florida.

Naomi A. Baratko

From: gsmschwartz <gsmschwartz@aol.com>
Sent: Tuesday, September 30, 2025 3:02 PM
To: Naomi A. Baratko
Subject: Fwd: Donation of a bench in Imperial

Begin forwarded message:

From: gsmschwartz <gsmschwartz@aol.com>
Date: September 17, 2025 at 5:14:48 PM EDT
To: Ted Anderson <tedanderson.ige@aol.com>
Subject: Fwd: Donation of a bench in Imperial

Let's discuss before we answer.

Begin forwarded message:

From: Phyllis Andrews <phyllisandrews@mac.com>
Date: September 17, 2025 at 4:57:03 PM EDT
To: tedanderson.ige@aol.com, gsmschwartz@aol.com
Subject: Donation of a bench in Imperial

Hi Ted and Gail,

Not too long ago my neighbor in Imperial died. She was Diana Richardson Worrall 2085 Imperial Circle. I would like to buy a bench with her name on it and put it in the green space near the back gate.

She was disabled but lots of people knew her because she rode a hand cycle throughout the development every day for many years with her yellow Labrador, Boomer and her second yellow lab, Meatball.



Would it be possible for me to donate a bench with a plaque in her name?

Thank you for your understanding.

Phyllis Andrews
2083 Imperial Circle
239-248-9770