

Noted:
PAT LAWRENCE
2216 IMPERIAL GOLF COURSE BLVD
NAPLES FL 34110

2145137 OR: 2279 PG: 1881

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
02/04/97 at 01:52PM DWIGHT B. BROCK, CLERK

RDC PER
INDEXING

\$5.50
10.00

ARTICLES OF AGREEMENT

These Articles of Agreement to be effective as of April 1, 1997 made and entered
into between:

GREATER IMPERIAL BOARD, INC

a Florida Not-For-Profit Corporation

(the "GIB")

AND

IMPERIAL GOLF ESTATES HOMEOWNERS' ASSOCIATION

IMPERIAL GARDENS CONDOMINIUM ASSOCIATION

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC

THE ISLAND ASSOCIATION OF NAPLES, INC

WEYBRIDGE CONDOMINIUM ASSOCIATION, INC

WEDGEFIELD OF NAPLES ASSOCIATION, INC

IMPERIAL PARK PLACE VILLAS ASSOCIATION, INC

ABBEY ON THE LAKE CONDOMINIUM ASSOCIATION, INC

WESTGATE AT IMPERIAL CONDOMINIUM ASSOCIATION, INC

PARK PLACE WEST CONDOMINIUM ASSOCIATION

THE MANORS AT REGAL LAKE, INC

CHARLESTON SQUARE CONDOMINIUM ASSOCIATION

OF NAPLES, INC

(the "Residential Communities")

AND

IMPERIAL GOLF CLUB, INC

(the "Golf Club")

The Residential Communities and the Golf Club are sometimes collectively referred to as

the "Members"

PREAMBLES

Imperial in Collier County, Florida, consists of two 18 hole golf courses operated by the Golf Club, the Residential Communities, undeveloped land and a common private access road and gate house that serves all the Members.

The common private access road is named Imperial Golf Course Boulevard. Title to the most easterly portion is vested in Imperial Golf Estates Homeowners' Association. The balance of the road from the westerly boundary of the Imperial Golf Estates Homeowners' Association property to Route 41 is the subject of these Articles of Agreement, and is hereafter called the "Roadway". The Roadway is legally described on Exhibit I attached

The Roadway is relied upon by each Member for access from Route 41 to the Member's land.

No master declarations or covenants providing a means for financing the Roadway's maintenance and upkeep were ever executed or recorded. On October 23, 1990, the original developer of Imperial acted as an incorporator of the GIB as a Florida not-for-profit corporation to provide an entity to maintain and repair the Roadway as well as the gate house on the Roadway.

Since 1990, the GIB has maintained, repaired and improved the Roadway and the gate house on the Roadway at the Route 41 entrance, provided personnel to operate the gate house, and maintained and beautified the "island" at the Route 41 entrance.

No formal agreement has previously been signed specifying the GIB's responsibilities and the Members' financial obligations. In consequence, the GIB has been compelled to rely upon Members' voluntary contributions to cover Roadway costs. The GIB and all of the Members now believe it to be in the best interests of all of the parties

to enter into these Articles of Agreement providing for the representation of each of the Members on the GIB board of directors, the permanent delegation to the GIB of operating powers limited to the Roadway and appurtenant facilities, and an equitable arrangement for the payment by all of the Members of the continuing costs of the Roadway and the gate house.

NOW, THEREFORE, the GIB and the Members and each of them hereby agree as follows:

ARTICLE 1
GOVERNING BODY

1.A. The GIB shall be governed by its Board of Directors (the "Board"). Each Member shall annually appoint one director to the Board on or before March 1st of each year. Each director shall serve at the pleasure of the appointing Member, and may be replaced at any time by written action. In the absence of any written appointment, the highest officer of the governing body of a Member shall be the Member's ex officio director on the Board.

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

1.C. Except as otherwise provided in these Articles of Agreement, all corporate action taken by the Board shall be by majority vote at a regular or duly convened special meeting of the Board.

1.D. If any new residential community developed in Imperial Golf Estates, or any existing residential community not previously executing these Articles of Agreement shall by appropriate amendment hereto become a party to this Agreement, then that residential community shall be entitled to appoint its own director to the Board and shall otherwise equally share in the benefits and responsibilities under this Agreement.

ARTICLE 2

POWERS

2.A. The GIB shall have the following powers only:

- a. **Maintain, repair, re-stripe and resurface the Roadway, provided each Residential Community whose territory abuts the Roadway agrees to maintain the unpaved portion of the Roadway immediately abutting the Residential Community's territory;**
- b. **Maintain and repair the gate house and control system;**
- c. **Provide personnel to staff and maintain the gate house and control system ;**
- d. **Maintain, repair and beautify the Route 41 entrance and the Imperial Golf Estates signage;**
- e. **Enter into agreements with Collier County for police enforcement of traffic rules on the Roadway;**
- f. **Promulgate reasonable regulations governing gate house ingress and egress, provided residents and golf club members of those Members in good standing under this Agreement shall be entitled to unlimited ingress and egress at all times;**
- g. **Institute legal action to enforce the terms of this Agreement;**
- h. **Acquire and hold title to the Roadway for the mutual benefit of all the Members;**
- i. **Subject to the provisions of Article 3.D., borrow funds required for the exercise of its enumerated powers; and,**
- j. **Such other powers clearly implicit in the exercise of the foregoing powers.**

2.B. The GIB's powers are those set forth in Section 2.A. No broader grant of powers under the GIB's articles of incorporation, by-laws or the laws of the State of Florida shall be exercised by the GIB in contravention of the terms of this Agreement.

2.C. The GIB's powers in Imperial Golf Estates are limited to the legally described Roadway, the gate house and the signage improvements on the Roadway. The GIB shall never exercise any powers on the territory of any Member.

ARTICLE 3

BUDGET

3.A. On or before October 1st of each year, the Board shall adopt a budget resolution (the "Budget Resolution") for the fiscal year commencing on the following January 1st. The Budget Resolution shall include all expenditures necessary for the operation of the GIB's affairs for the following fiscal year. The Budget Resolution may include a contingency fund for unanticipated expenses, but the amount of the contingency fund may not exceed 10% of the total amount of the Budget Resolution.

3.B. The adoption of the budget resolution shall be by weighted vote of the Board in the following manner. Each director representing a Residential Community shall have as many votes as his or her Residential Community has residential lots or units within its community. The Golf Club shall have 300 votes. Based on the foregoing, the votes of each Member shall be as follows:

MEMBER	VOTES
Imperial Golf Estates Homeowners' Association	634
Imperial Gardens Condominium Association	48
Bermuda Greens Condominium Association, Inc	230
The Island Association Naples, Inc.	41
Weybridge Condominium Association, Inc	53
Wedgfield of Naples Association, Inc.	28

Imperial Park Place Villas Association	64
Abbey on the Lake Condominium Association, Inc.	112
Westgate at Imperial Condominium Association, Inc.	60
Park Place West Condominium Association, Inc.	34
The Manors at Regal Lake, Inc.	30
Charleston Square Condominium Association of Naples, Inc.	37
Imperial Golf Club, Inc.	300
	<hr/>
TOTAL VOTES	1,671

The Budget Resolution shall be adopted by a majority of the total votes.

3.C. If a natural disaster such as a hurricane or similar emergency requires the expenditure of the funds for repairs or replacement in excess of the current Budget Resolution, the Board may adopt a supplemental Budget Resolution by a vote of not less than 2/3rds of the total weighted votes.

3.D. The GIB may borrow funds for the performance of its enumerated powers but only for short term cash flow needsh(which borrowings shall never exceed 25% of the then current budget), or to meet repair or replacement costs required and approved under Article 3.C.. No funds may be borrowed except pursuant to a resolution adopted by a vote of not less than 2/3rds of the total weighted votes.

3.E. If after the effective date of these Articles of Agreement, any additional Residential Community becomes a party to these Articles of Agreement under Section 1.D., that additional Residential Community shall in the same manner have as many votes for the adoption of the Budget Resolution as it has residential lots or units, and the total number of votes set forth in Section 3.B shall be amended accordingly. The amendatory agreement by which any new Residential Community becomes a party hereto shall stipulate the number of votes allocated to the new Residential Community.

ARTICLE 4

VOLUNTARY CONTRIBUTIONS

4.A. The commercial developments at the front of the Roadway use the first 600 feet of the Roadway for ingress and egress. The GIB will continue to solicit voluntary contributions from the commercial developments to reimburse the GIB for the proportionate wear and tear incurred by reason of the commercial developments and their customers.

ARTICLE 5

LEVY AND ASSESSMENT

5.A. The annual levy and assessment against the Members shall be the total annual cost of the GIB's operations as set forth in the Budget Resolution for the ensuing fiscal year, less any Article 4 voluntary contributions (the "Levy and Assessment"). Within 30 days after the adoption of the Budget Resolution, the GIB shall notify each of the Members of its share of the Levy and Assessment for the ensuing fiscal year commencing the next January 1st, which, subject to the provisions of Section 5 B, shall be payable in equal monthly installments during the ensuing fiscal year. The annual share of the Levy and Assessment of each Member shall bear the same ratio to the total Levy and Assessment as the Member's weighted votes bears to the total weighted votes of all Members (currently 1,671).

5.B. If any Member shall fail or refuse to pay any monthly installment or installments of its share of the Levy and Assessment, and shall continue to fail or refuse to pay after the GIB's delivery of 60 days written notice of default, the GIB may at its option declare the defaulting Member's entire annual share of the Levy and Assessment immediately due and payable. The GIB shall thereafter have the right to pursue any remedy at law or in equity to collect the defaulted annual share of the Levy and Assessment including interest at the rate of 18% per annum from the date of default, expenses and reasonable attorneys' fees incurred by reason of the collection thereof.

ARTICLE 6

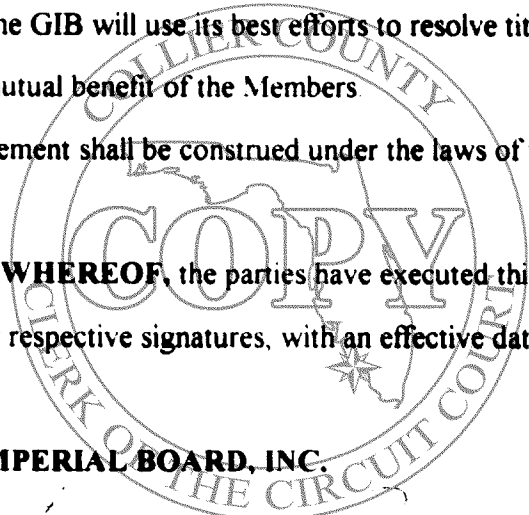
MISCELLANEOUS

6.A. The GIB is authorized to proceed with negotiations with the Collier County Board of Commissioners and the Sheriff's Department to enter into an agreement under Section 316.006 of the Florida Statutes allowing County Deputies to exercise traffic enforcement jurisdiction over the Roadway

6.B. The GIB has received and recorded a quitclaim deed from the original Imperial developer conveying title to the Roadway, but the GIB's title may be subject to the lien of a prior money judgment entered in favor of a third party against the original Imperial developer. The GIB is advised that ingress and egress rights for all residents and golf club members cannot be affected by the lien of any judgment against the original Imperial developer. The GIB will use its best efforts to resolve title questions concerning the Roadway for the mutual benefit of the Members

6.C. This Agreement shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set opposite their respective signatures, with an effective date of April 1, 1997.



GREATER IMPERIAL BOARD, INC.

BY [Signature] 1997

IMPERIAL GOLF ESTATES HOMEOWNERS' ASSOCIATION

BY [Signature] 4/16 1997

IMPERIAL GARDENS CONDOMINIUM ASSOCIATION

BY [Signature] 1997

BERMUDA GREENS CONDOMINIUM ASSOCIATION, INC.

BY [Signature] 1/21 1997

THE ISLAND ASSOCIATION OF NAPLES, INC.

BY [Signature] 1997

WEYBRIDGE CONDOMINIUM ASSOCIATION, INC.

BY Paul McSwill 1-16 1997

WEDGEFIELD OF NAPLES ASSOCIATION, INC.

BY [Signature] 1-16 1997

IMPERIAL PARK PLACE VILLAS ASSOCIATION, INC.

BY [Signature] 1997

ABBEY ON THE LAKE CONDOMINIUM ASSOCIATION, INC.

BY Howard Bayle 1-16 1997

WESTGATE AT IMPERIAL CONDOMINIUM ASSOCIATION, INC.

BY [Signature] 1-16 1997

PARK PLACE WEST CONDOMINIUM ASSOCIATION

BY [Signature] 1997

MANORS AT REGAL LAKE, INC.

BY [Signature] 1-31 1997

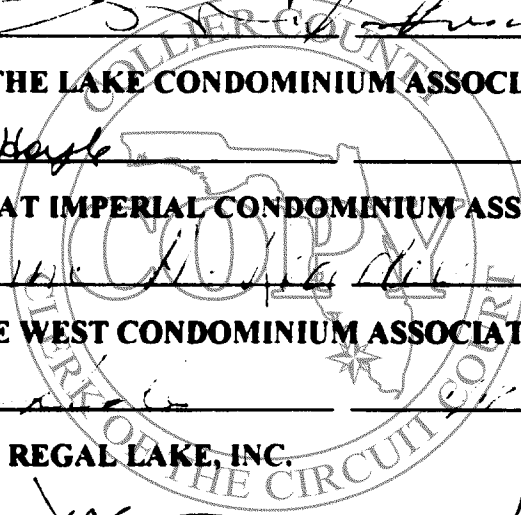
CHARLESTON SQUARE CONDOMINIUM ASSOCIATION

OF NAPLES, INC.

BY Tom M. [Signature] 1-16 1997

IMPERIAL GOLF CLUB, INC.

BY [Signature] 1-16 1997

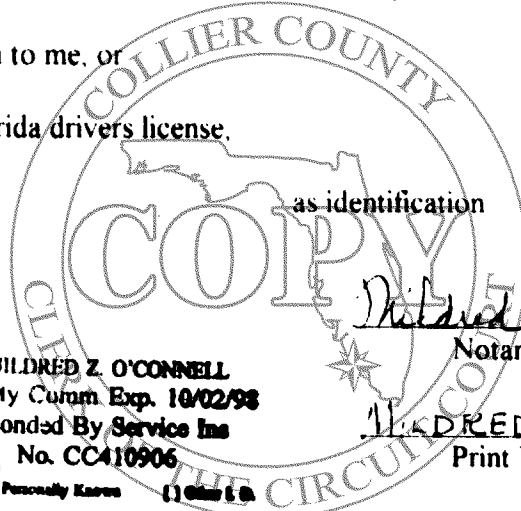


ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day
of January, 1997, by PATRICIA C. LAWRENCE, President of the GREATER
IMPERIAL BOARD, INC., a Florida not-for-profit corporation, who

- is personally known to me, or
- has presented a Florida drivers license,
- has produced _____ as identification



MILDRED Z. O'CONNELL
 My Comm Exp. 10/02/98
 Bonded By Service Ins
 No. CC410906
 Personally Known Other

Mildred Z. O'Connell
 Notary Public
MILDRED Z. O'CONNELL
 Print Name

Commission No. CC410906
 My Commission expires 10/02/98

This instrument prepared by
 Ray W. Fick, Jr.,
 1325 W. Lake Street,
 Roselle, Ill. 60172

EXHIBIT 1

That parcel of land lying in the South half of Section 15 and the Southwest Quarter of Section 14, Township 48 South, Range 25 East, Collier County, Florida, more particularly described as follows:

From the Southwest corner of said Section 15 running North 89 Deg. 58' 37" East for 15.36 feet to the Easterly right of way of State Road 45 (U.S. Highway 41); thence running North 0 Deg. 58' 10" West along the Easterly right of way of said State Road 45 for 790.11 feet to the point of beginning of the centerline of said parcel; said parcel being 100 feet wide lying 50 feet each side of the centerline running North 89 Deg. 58' 05" East for a distance of 185 feet; said parcel then tapers from a 100 foot width to a 60 foot width, 30 feet on each side of a centerline continuing North 89 Deg. 58' 05" East for 315 feet; the remainder of said parcel continues at a 60 foot width lying 30 feet each side of a centerline running North 89 Deg. 58' 05" East for 433.85 feet to a point of curvature; thence running easterly and northeasterly along the arc of a curve to the left with a radius of 600.00 feet (chord bearing -North 70 Deg. 51' 18" East, chord distance -392.92 feet) for 400.30 feet to a point of tangency; thence running North 51 Deg. 44' 31" East for 103.90 feet to a point of curvature; thence running northeasterly and easterly along the arc of a curve to the right with a radius of 600.00 feet (chord bearing North 70 Deg. 28' 36" East, chord distance -385.42 feet) for 392.38 feet to a point of tangency; thence running North 89 Deg. 12' 41" East for 1572.59 feet; thence running North 89 Deg. 06' 54" East for 1,445.22 feet to a point of curvature; thence running easterly and northeasterly along the arc of a curve to the left with a radius of 600.00 feet (chord bearing - North 62 Deg. 46' 02" East, chord distance - 532.58 feet) for 551.83 feet to a point of tangency; thence running North 36 Deg. 25' 10" East for 1095.58 feet to a point of curvature; thence running northeasterly along the arc of a curve to the right with a radius of 600.00 feet (chord bearing - North 58 Deg. 46' 19" East, chord distance -456.31 feet) for 468.09 feet to a point of tangency; thence running North 81 Deg. 07' 08" East for 82.07 feet to a point on said roadway centerline, said point being South 0 Deg. 00' 05" East from the Northwest corner of the East half of the Southwest Quarter of said Section 14 at a distance of 175.11 feet; thence said parcel expands to a 100 foot width, 50 feet either side of a line bearing North 81 Deg. 47' 06" East a distance of 664.26 feet to a point of curvature; thence northeasterly and easterly along the arc of a curve to the right with a radius of 1,425.0 feet (chord bearing North 83 Deg. 09' 51" East, chord distance 68.59 feet) for 68.60 feet to a point of curvature; thence northeasterly and easterly along the arc

of a curve to the right with a radius of 1,425 0 feet (chord bearing North 88 Deg. 45' 30" East, chord distance 209.48 feet) for 209 67 feet to the end point of said roadway centerline, said point being on the boundary of the Imperial Golf Course.

LESS AND EXCEPT that parcel conveyed to Imperial Golf Estates Homeowners' Association, Inc., a Florida not for profit corporation, as described in those deeds recorded in O.R. Book 1768, Page 131; O.R. Book 1768, Page 132; and O.R. Book 1772, Page 442, Public records of Collier County, Florida.

