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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$231.00
RECORDED BY ambezieg

 This instrument prepared by and return to:
William T. Link, Esq.
REED & MAWHINNEY, P.L.
1611 Harden Blvd.
Lakeland, FL 33803
863.687.1771

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM, SECTION I**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM ("Amended and Restated Declaration" or "Declaration"), is made effective this 7th day of May, 2014.

WHEREAS, a Declaration of Condominium was recorded in Official Records Book 1326, Page 610, Public Records of Polk County, Florida, on December 16, 1970 and later re-recorded in Official Records Book 1336, Page 346, Public Records of Polk County, Florida, on February 5, 1971 and has been amended from time to time by amendments recorded in Official Records Book 1677, Page 1646, Official Records Book 1784, Page 1314, Official Records Book 2935, Page 1543, Official Records Book 3267, Page 1461, Official Records Book 6107, Page 829, and Official Records Book 7145, Page 1267 (collectively, the "Original Declaration");

WHEREAS, the Original Declaration submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, that certain property situated in Polk County, Florida, more particularly described in the Original Declaration.

WHEREAS, the Original Declaration may be amended at any time and from time to time by an affirmative vote of two-thirds (2/3) of the Association;

WHEREAS, it is the intent of the Association (hereinafter defined) that all of the Property, subject to the Original Declaration, is and shall be subject to this Amended and Restated Declaration and all of the easements, restrictions, covenants, terms, provisions and conditions hereof and that the condominium form of ownership is and will remain effective;

WHEREAS, the Membership of the Association desires to amend and restate in its entirety the Original Declaration for the reasons and purposes as set forth herein, and desires and agrees to be bound by this Amended and Restated Declaration; and

NOW THEREFORE, all of the Property subject to the Original Declaration is and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, terms, provisions and conditions as set forth in this Amended and Restated Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof, and the Original Declaration is hereby amended and restated in its entirety as follows:

ARTICLE I DEFINITIONS

- A. “Act” shall mean and refer to the Condominium Act of the State of Florida.
- B. “Additions” shall mean and refer to any and all alternations or additions to the exterior of a Unit, including, without limitation, covering, replacing or modifying of exterior doors, glass or screened surfaces.
- C. “Association” shall mean and refer to **IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I**, its successors and assigns.
- D. “Board of Directors” shall mean and refer to the Board of Directors of the Association.
- E. “CPA” shall mean and refer to a certified public accountant licensed in the State of Florida.
- F. “Common Elements” shall mean and refer to all Condominium property not included as part of a Unit. Common Elements shall include, without limitation, (1) easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to Common Elements, (2) installations for furnishing of utility services to the Common Elements, (3) the property and installations in connection therewith acquired for the furnishing of services to the Common Elements, and (4) easements for maintenance of Common Elements.
- G. “Condominium” shall mean and refer to the Property subject to this Declaration and which is to be classified as condominium property under the Act, and which is to be known as: IMPERIAL SOUTHGATE VILLAS CONDOMINIUM, Section I.
- H. “Electrical System” shall refer to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit itself or on the Unit side of the meter and breaker box.
- I. “Limited Common Elements” shall mean and refer to those certain portions of the Common Elements reserved for the exclusive use of a Unit. As to each Unit, the Limited Common Elements shall include, without limitation, (1) the land underlying the Unit, (2) all exterior walls, (3) roofs, (4) exterior doors, (5) windows and window sills, (6) glass, (7) shutters, (8) screened surfaces, (9) carport, (10) storage room, (11) walkway, (12) patio area, (13) dividers, and (14) the land area extending six (6) feet from the front and side of each Unit which shall be exclusively dedicated as a landscaping zone.
- J. “Owner” shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

K. “Plat” shall mean and refer to that certain Condominium Plat of Imperial Southgate Villas Condominium Apartments, Section One, recorded in Condominium Book 1, Pages 15, 16 & 17 of the public records of Polk County, Florida

L. “Plumbing System” shall mean and refer to all plumbing items from and including the cut-off valve to the Unit or located within the Unit itself and shall include all interior and exterior pipes including those in wash or utility rooms and those within the foundation to the main trunk line;

M. “Property” or “Properties” shall mean and refer to that certain real property situated in Polk County, Florida, that was submitted to condominium ownership by the Original Declaration, pursuant to Chapter 718, Florida Statutes.

N. “Roof” shall mean and refer to the roof of the dwelling portion of a Unit and shall include roofs covering carports, ceilings, storage areas within said carports, and walkways.

O. “Unit” shall mean and refer to the interior three-dimensional air space measured from the interior floor, walls and ceiling together with improvements thereon and therein, defined and described in the Plat, less and except any portion thereof which consists of Common Elements or Limited Common Elements, together with all air conditioning and heating equipment appurtenant to such Unit.

ARTICLE II DECLARATION OF CONDOMINIUM OWNERSHIP

The Association acknowledges and confirms that the Property is to be condominium property under the Act, now in force and effect, to be known as: IMPERIAL SOUTHGATE VILLAS CONDOMINIUM, SECTION I, and does submit said Property to condominium ownership pursuant to the Act. It is contemplated that there may be additional Sections of Imperial Southgate Villas Condominium on lands adjacent to or near those of the Condominium, which said sections may be operated and managed in conjunction with this Condominium through the Association. The creation of any further sections will not merge the common elements of the Condominium with the common elements of such additional section(s). Each such section will be and remain a separate condominium under the law of Florida, but may be operated and managed, as aforesaid, through the Association in conjunction with the other section(s) of the Imperial Southgate Villas Condominium, collectively, so that there may be common control, unity of policy, procedure, management and purpose, among all Sections of Imperial Southgate Villas Condominium and the Owners of Units in the same. All grantees, mortgagees, assignees and their successors and assigns, of Units in the Condominium do hereby agree to the following.

ARTICLE III UNIT IDENTIFICATION

The Units of the Condominium shall be known as: Units No. 101 through 136, inclusive. The Units shall currently have street addresses known as: 701-778 Barber Circle, inclusive.

**ARTICLE IV
SURVEY AND GRAPHIC DESCRIPTION**

A survey of the Property, a graphic description of the improvements in which the Units are located and of the Units themselves, and a plot plan showing the relative position of the buildings of the Condominium, appear on the Plat.

**ARTICLE V
COMMON AND LIMITED COMMON ELEMENTS**

There shall be appurtenant to each Unit an equal ownership of the Common Elements and the Limited Common Elements. Appurtenant as used herein shall mean that such ownership is incident to Unit ownership. Notwithstanding anything contained herein or on the Plat it is expressly understood that the Common Elements and Limited Common Elements shall be subject to easements for the installation and maintenance of public utility lines, street lights, equipment and services, including cablevision, in, on, under or through the Common Elements and Limited Common Elements of this Condominium, for the benefit of the Condominium and any other or additional sections of Imperial Southgate Villas Condominium.

**ARTICLE VI
OPERATION OF ASSOCIATION**

The Condominium shall be operated and managed through the Association, in accordance with the Association's articles of incorporation (which are expressly incorporated herein by reference) and bylaws, as they may be amended from time to time. A copy of the Association's bylaws are attached hereto as **Exhibit "A"** and incorporated herein by reference. To the extent conflict exists between this Declaration and the Association's article of incorporation or bylaws, this Declaration shall control. To the extent conflict exists between the Association's articles of incorporation and bylaws, the bylaws shall control.

**ARTICLE VII
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Each Owner of a Unit subject to assessment by the Association shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit subject to assessment.

The Association shall have a single class of voting members. Each Unit shall be entitled to one (1) vote. When more than one person holds an interest in any Unit, all such persons shall be members and the vote for such Unit shall be exercised as such Owners shall determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

**ARTICLE VIII
EXPENSES AND SURPLUS**

The common expenses of the Condominium and common surplus of the Condominium shall be divided and apportioned equally among the then existing Units. Each Unit shall be

responsible for its prorata share of expense as determined and assessed by the Association. When any Unit shall be in default of the fees due, charges or assessments levied by the Association, it shall be subject to the liability for collection of same as provided under the Act, including, without limitation, the imposition of a lien against said Unit and foreclosure thereof, together with any and all costs of collection (including reasonable attorneys' fees).

ARTICLE IX ALTERATIONS AND ADDITIONS

No Unit Owner, shall make or authorize any Additions without the prior written approval of the Association's Board of Directors. Any Owner desiring to complete Additions shall submit a complete set of plans and specifications, an estimate of the cost to complete the desired Additions and such information as may be reasonably required by the Association's Board of Directors. Approval shall be by majority vote of the Association's board present at the meeting where such application is voted upon. If approved, the Owner shall provide to the Association a copy of the construction contract, applicable building permits, approvals, insurance certificates, construction warranties and all documentation reasonably requested by the Association during the completion of the Additions. Additions shall be the full and complete responsibility of the Owner who by requesting approval of one or more Additions agrees to indemnify, defend and hold Association (together with its members, officers, and directors) harmless for any and all liabilities, claims, suits, actions, debts, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from our arising out of the Additions.

ARTICLE X MAINTENANCE

A. Each Unit's Owner, lessee or occupant shall, at all times and at their sole cost and expense, except as otherwise provided herein, maintain in good condition, repair, and replacement of the interior of their Unit, including but not limited to: interior walls, floors, ceilings, doors, windows, window sills, Electrical System, Plumbing System, heating and air conditioning vents and units, and interior of storage rooms.

B. Each Unit Owner, lessee or occupant shall, at all times and at their sole cost and expense, except as otherwise provided herein, maintain in good condition, repair and replace the exterior lighting, Electrical System, Plumbing System, windows, heating and air conditioning vents and units and parts and components thereof; fixtures; and equipment serving such Owner's, lessee's or occupant's Unit. All maintenance to the exterior of the Unit must be approved in advance by the Association's Board of Directors.

C. Each Unit Owner, lessee or occupant shall, at all times and at their sole cost and expense, except as otherwise provided herein, maintain in good condition, repair and replace the Limited Common Elements serving such Owner's, lessee's or occupant's Unit including but not limited to: patio areas, dividers, walkways, carports, Roofs, gutters, exterior doors, windows (exterior cement window sills are considered part of the exterior walls) of same is the Association's responsibility), glass, shutters, screens, fascia, soffits, and the dedicated landscaping zone around each Unit. All maintenance to the Limited Common Elements must be approved in advance by the Association's Board of Directors. Acceptable Roof replacement

material shall include white tile (but not white painted tile) or white steel. Aluminum can be used to replace aluminum of original design. Flat portions of a Unit Roof shall be replaced or repaired with an appropriate material of similar look and design.

D. Except as otherwise set forth herein, the Association shall maintain the Common Elements. Specifically, and without limiting the foregoing, the Association is responsible for any underground plumbing problems on Common Elements (excluding the utility room area) caused by original construction, defect and/or any natural agent, i.e. tree root intrusion, sinkholes or pipe breakage. The Association will be responsible for the cost of repair only after the above said causes have been established by a licensed plumber. It will be the owner's responsibility to secure the services of a licensed plumber. The plumber must confirm the causes in writing, along with the estimated charge for repair to the Board of Directors. Under no circumstances with the Association be responsible for plumbing repairs made due to the villa owner/occupant's negligence. Notwithstanding the foregoing, each Owner shall be financially responsible for any and all damage to the Common Elements and Limited Common Elements caused by such Owner or his or her occupant, tenant, visitor, licensee, invitee, or pet. The Association shall retain authority over all matters concerning Limited Common Elements and the Board shall have the right to impose reasonable rules and regulations regulating the same.

E. The Association is empowered to enact reasonable procedures, either as part of Association's bylaws or rules and regulations, binding upon Unit Owners, lessees, and occupants, to assure quality and attractiveness of such maintenance, repairs and replacements. All maintenance to the exterior of the Unit or to Limited Common Elements must be approved in advance by the Association's Board of Directors.

F. In the event any Unit Owner shall fail to make any repair, maintenance, or replacement required by the Unit Owner under this Declaration, the Association's Board of Directors shall notify the Unit Owner, in writing by certified mail, of the specific maintenance or repair, as the case may be, and demand that the Unit Owner accomplish the necessary maintenance or repair within no later than sixty (60) days of the date of the notice issued by the Association's Board of Directors.

If the Unit Owner fails to accomplish the specific maintenance, repairs or replacements within said sixty (60) days, the Association may undertake such maintenance or repair and avail itself to the same rights and remedies set forth in Article IX of this Declaration.

ARTICLE XI INSURANCE AND REPAIR

A. Each Owner shall be responsible for the maintenance and repair of his or her Unit, except that the Association shall have the right to assume part of all of the maintenance of one or more Units in the best interest of the Association.

B. The Association shall procure and pay for, as part of the Common Expenses, fire and extended coverage insurance on the Common Elements in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy.

C. The Association shall procure and pay for fire and extended coverage insurance to the full insurable value thereof on each individual Unit. Each policy of insurance shall show all institutional mortgagees of said Unit as endorsees of such policy.

D. In the event of destruction, either partial or substantial, of a Unit, the Owner of said Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the Owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit, as then agreed upon and held in escrow to apply to and assure the prompt payment of the cost of such repair and construction. It shall be the obligation of the Owner of the Unit to be repaired or rebuilt to obtain the prior written consent of the Association as to any contractor to be associated with such repair or construction. Failure to obtain such written consent shall be deemed a default of this Declaration on the part of the Owner.

E. In the event that the Owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time and in accordance with the terms provided herein (including, without limitation, commencing repairs or construction with a contractor not approved by the Association), the Association shall have the right in said Owner's name and stead to cause the same to be commenced and/or diligently pursued at the Owner's sole cost and expenses, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any and all cost or expense for which it is held responsible by virtue of its undertaking such repair or building.

F. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the Owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of the said Owner and to the extent of such payment, the Association shall be entitled to a lien on the Owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for the collection of such payment by the Act, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting Owner all costs of collection, including a reasonable attorneys' fee.

G. The Association shall be responsible for the insurance deductible for any claim involving the Common Elements and the Limited Common Elements insured by the Association, except that a Unit Owner shall be responsible for the deductible if the claim resulted from intentional conduct, negligence, or failure to comply with the terms and conditions of this Declaration, the Association's bylaws, the Association's articles of incorporation, or the Association's rules and regulations, on the part of said Unit Owner, or such Owner's occupants, tenants, guests, pets, or invitees, without compromise of the subrogation rights of the insurer.

ARTICLE XII RESTRICTIONS

The following restrictions shall apply to and bind the Owners, the Condominium, the Property, each Unit, Unit parcels:

A. All Units shall be and remain like in exterior design, shape, color, and appearance as other Units.

B. Occupants of Units shall not suffer, permit, or maintain in their premises loud noises, or obnoxious odors.

C. Occupants of Units shall not keep or maintain any animals or pets, except for small household pets weighing less than twenty (20) pounds which will be permitted subject to the rules and regulations by the Association as to the care, maintenance, and control of such pets.

D. Each Unit shall be used exclusively as a one-family residential dwelling and no Unit shall be permanently occupied by more than two (2) persons per bedroom.

E. No business or trade shall be permitted to be conducted within or about any Unit.

F. Except for sale thereof by an institutional lender, no parcel or Unit shall be sold or purchased by any person, party or corporation, primarily for the purpose of renting or leasing. No Unit shall be sold, rented or leased without the Owner thereof first procuring the consent thereto of the Board of Directors of the Association, which consent shall be given or withheld based on the board's determination of the ability of the proposed buyer, lessee, or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said buyer, lessee or grantee. The Association may require an interview prior to making its determination as to a proposed buyer, lessee, or grantee. The Association, within fifteen (15) days after service of such notice shall have the right to submit to the said selling Owner an identical firm and binding offer to purchase the premises described in the notice to the Association which right shall have priority over any other offers. In the event of a proposed rental or lease, subject to the acceptance of the Association's Board of Directors, the term of rental or lease shall be for a term of not less than twelve (12) months. In the event of violations of this paragraph, suit may be instituted against the Owner by the Association and the Association shall be entitled to recovery of court costs and attorneys' fees.

G. Occupants and Owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, in so far as the same pertain to the control or use of such Unit.

H. No Condominium parcel or Unit shall be divided or subdivided or severed from the realty and no structural alterations or changes shall be made within said Unit without prior approval of the Association's Board of Directors.

I. Except with the prior written consent of the Association, no wires, television antennas, air conditioner aerials, clothes washing and drying facilities, or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building. Clothes lines, hangers, and other similar drying facilities shall not be installed in a permanent or semi-permanent basis and shall only be

used in the rear of each Unit or patio. Such drying facilities shall only be used between the hours of 7:00 a.m. and 6:00 p.m. No clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door, or patio divider.

J. No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

K. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with television reception in other Units.

L. Occupants of Units shall abide by all the rules and regulations promulgated by the Association concerning occupancy and use of the Units, Common Elements, and common areas.

M. No sign of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for those signs maintained or approved in writing by the Association.

N. All landscaping within each Unit's landscape zone shall be pre-approved in writing by the Association's Board of Directors which shall have the right to impose rules and regulations related to such landscaping.

O. Except in cases of the gross negligence of the Association, Each Unit Owner shall be solely responsible for any injury occurring within its Unit or on its Common Elements and each Unit Owner hereby indemnifies and holds the Association harmless from any and all liabilities, claims, suits, actions, debts, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or related to such injury.

ARTICLE XIII CLUBHOUSE MEMBERSHIP

Each Unit Owner shall be and become a member of THE VILLA CLUB. THE VILLA CLUB is currently owned and operated by the SCOTT KELLY VILLA CLUB, LLC, a Florida limited liability company and consists of certain recreational facilities at IMPERIAL SOUTHGATE VILLAS CONDOMINIUM, the location of which appears on the Plat. Solely for the purposes of this Declaration and the formula for calculating any increase in membership fees payable to THE VILLA CLUB, the fiscal year for THE VILLA CLUB shall run from November 1 of any calendar year through and including October 31 of the immediately following calendar year. The designation of THE VILLA CLUB fiscal year herein, however, shall not affect the years selected by either THE VILLA CLUB or the Association for tax or any other purposes.

Effective November 1, 1992, each Unit Owner shall pay a membership fee to THE VILLA CLUB the sum of Twenty Dollars (\$20.00) per month, per Unit owned. This fee shall remain in effect for five (5) years beginning November 1, 1992 and ending on October 31, 1997. The fee of \$20.00 per month per Unit owned shall not be subject to any increase by THE VILLA CLUB during this five-year period for any reason.

For the fiscal year beginning November 1, 1997 and each fiscal year thereafter, both base costs and comparison costs must be determined to calculate any future increase in monthly membership fees for THE VILLA CLUB. The actual costs of maintenance, taxes and operation of THE VILLA CLUB incurred by THE VILLA CLUB for the immediately preceding fiscal year shall be considered the "Comparison Cost" year. The "Base Cost" shall be established by averaging the actual costs of repairs, maintenance, taxes and operation of THE VILLA CLUB incurred by THE VILLA CLUB for three (3) fiscal years immediately preceding the Comparison Cost year. Any future increase in monthly membership fees for THE VILLA CLUB shall be determined by subtracting the Base Cost from the COMPARISON COST and dividing the resulting difference, if any, by the Base Cost to obtain the percentage of increase, if any. The percentage obtained shall then be multiplied by the monthly fee then currently in force to obtain the dollar amount of the monthly membership fee increase. In no event shall the monthly membership fee be less in any subsequent year than the previous year.

THE VILLA CLUB shall notify the Association, in writing, by no later than November 30 of any Fiscal year in which the increase is sought, of any intended increase in THE VILLA CLUB membership fees, and shall provide to the Association accounting of the costs of repairs, maintenance, taxes and operation of THE VILLA CLUB (the "Expenses") together with a worksheet as how it arrived at the sum representing the requested increase. Upon written request, THE VILLA CLUB shall also furnish to the Association, within ten (10) days of such request, proof of payment of the Expenses in the form of, without limitation, contracts, bills, statements, receipts or canceled checks upon which THE VILLA CLUB relies in support of its calculations. THE VILLA CLUB shall not be entitled to claim Expenses or portion thereof in its calculation for which documentation is not supplied to the Association with THE VILLA CLUB's notification of fee increase. In determining the actual cost of any Comparison Cost year THE VILLA CLUB shall use a cash basis of accounting. The Association shall have thirty (30) days from receipt of THE VILLA CLUB's notification of an increase to review the worksheet and documentation and to notify THE VILLA CLUB in writing that it is contesting the calculation of the increase sought. Such notice shall be specific in describing the reasons for contesting the calculation of the increase. If a notice of contest is not given within the time provided, the calculation shall be deemed accepted and shall take effect as of November 1 of the fiscal year for which the increase is sought. If the Association gives timely notice to THE VILLA CLUB contesting the calculation of the increase then THE VILLA CLUB and the Association shall each designate a CPA and the two CPAs shall select a third CPA to act as mediators. The three CPAs shall review the documents supporting THE VILLA CLUB's requested increase and the notice of contest and shall determine, by a majority vote, whether the increase was calculated correctly. The determination of the CPA's shall be binding on THE VILLA CLUB, the Association and the Unit Owners. If THE VILLA CLUB elects not to increase, fails to give timely notice of its intent to increase, or fails to increase for any reason the membership fee in any fiscal year in which it may be entitled to do so, THE VILLA CLUB shall forever waive that year's increase and must use a formula outlined above for any future years.

During the five year period in which there shall be no increase THE VILLA CLUB, shall, upon reasonable request by the Association, make available to the Association during normal business hours, the documentation establishing the actual costs incurred in each of the three fiscal years used to determine the initial Base Cost average. Such documentation for each year

shall be made available for inspection and copying at the end of each of the three fiscal years in question and in no event later than sixty (60) days following the end of the fiscal year in question.

THE VILLA CLUB recognizes that the Unit Owners of Imperial Southgate Villas Condominium, Section II and Imperial Southgate Villas Condominium, Section III are also required to be members of THE VILLA CLUB under the provisions of the Declaration of Condominium of those condominiums and upon the same terms as stated herein. THE VILLA CLUB therefore agrees that any future increase in Villa Club membership fees shall be applicable to all Unit Owners in all three condominiums comprising the Imperial Southgate Villas Condominium development.

In the event of joint ownership of a Unit, the total monthly obligation of the joint owners will be one monthly fee. The said membership fee shall be payable by each Unit Owner monthly in advance. In the event of default in the payment of the membership fee, the defaulting Unit owner shall immediately be suspended from all club privileges, and there shall accrue upon the Unit of such defaulting Owner a lien in favor of THE VILLA CLUB in the amount of the delinquent membership fee together with interest thereon at the rate of ten percent (10%) per annum. Said lien may, at the option of THE VILLA CLUB, be foreclosed in the same manner as real property mortgages in the State of Florida or suit may be instituted thereon against the defaulting owner or owners. In either event, THE VILLA CLUB shall be entitled to recovery in addition to the delinquent membership fees, THE VILLA CLUB's cost of collection including court costs and attorney's fees. The transfer of any Unit shall not affect the rights of THE VILLA CLUB hereunder to proceed to foreclose its lien against such Unit or seek redress against the defaulting owner. THE VILLA CLUB reserves the right to terminate, within its sole discretion, any and all memberships at any time.

THE VILLA CLUB joins in the execution of this Declaration for the purpose of acknowledging, agreeing, and consenting to the provisions contained in this Article XIII.

ARTICLE XIV AMENDMENT

This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3rds) of the members of the Association. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of Polk County, Florida.

ARTICLE XV GENERAL PROVISIONS

A. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Bylaws. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

C. The recitals set forth above are true and correct and by this reference are incorporated into the body of this Amended and Restated Declaration.

D. This Amended and Restated Declaration amends and restates, in whole, the Original Declaration and shall be effective the date set forth above and shall relate specifically back to the date of recording of the Original Declarations.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of Association, hereby acknowledge that the foregoing Amended and Restated Declaration of Condominium under the laws of the State of Florida at a meeting of the members of the Association held on the 29th day of April, 2014.

**IMPERIAL SOUTHGATE VILLAS
CONDOMINIUM ASSOCIATION,
SECTION I**

By: Jayne Parthree
Name: Jayne Parthree
Title: President

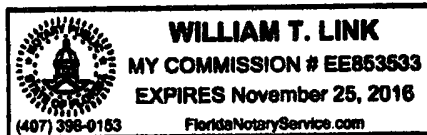
**IMPERIAL SOUTHGATE VILLAS
CONDOMINIUM ASSOCIATION,
SECTION I**

By: Stacy Smith
Name: Stacy Smith
Title: Secretary

**STATE OF FLORIDA
COUNTY OF POLK**

Before me, a Notary Public duly authorized to take acknowledgments, personally appeared Jayne Parthree as current President of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit, and Stacy Smith as current Secretary of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit, to me known to be the persons described as subscribers in and who executed the foregoing amended and restated declaration of condominium of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit.

WITNESS my hand and official seal in the County and State aforesaid, this 7th day of May, 2014.



William T. Link
NOTARY PUBLIC

JOINDER OF THE VILLA CLUB

THE VILLA CLUB joins this Declaration for the purpose of acknowledging, agreeing, and consenting to the provisions contained in this Article XIII.

THE VILLA CLUB

By: Carolyn Kelly
Name: CAROLYN KELLY
Title: AUTHORIZED AGENT

**CERTIFICATE OF ADOPTION OF
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM BY
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I**

This is to certify that at a duly called meeting of the members of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit, held on April 29, 2014 in accordance with the applicable governing documents of the Association, the Association duly adopted the Amended and Restated Declaration of Condominium that this certificate is attached, in accordance with Article VII of the Original Declaration by a vote of a two thirds (2/3rds) of the Association.

IN WITNESS WHEREOF, IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit, has caused this instrument to be executed effective as of the 7th day of May, 2014.

Witnesses:

Anna L. Reed

Witness #1 as to both

Anna L. Reed
Printed Name of Witness #1

Linda Marichal

Witness #2 as to both

Linda Marichal
Printed Name of Witness #2

**IMPERIAL SOUTHGATE VILLAS
CONDOMINIUM ASSOCIATION,
SECTION I**

By: Jayne E Parthree
Name: Jayne Parthree
Title: President

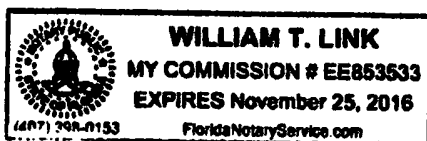
Attest:

By: Stacy Smith
Name: Stacy Smith
Title: Secretary

**STATE OF FLORIDA
COUNTY OF POLK**

Before me, a Notary Public duly authorized to take acknowledgments, personally appeared Jayne Parthree as current President of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION SECTION I, a Florida corporation not for profit, and Stacy Smith as current Secretary of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I, a Florida corporation not for profit, to me known to be the persons described as subscribers in and who executed the foregoing amended and restated declaration of condominium of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION SECTION I, a Florida corporation not for profit.

WITNESS my hand and official seal in the County and State aforesaid, this 7th day of May, 2014.



William T. Link
NOTARY PUBLIC