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 POLK COUNTY
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This instrument prepared by:

Robert C. Chilton, Esq.
 Boswell & Dunlap LLP
 245 S. Central Avenue
 Bartow, FL 33830

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR
 IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, SECTION I**

WHEREAS, the Declaration of Condominium for Imperial Southgate Villas Condominium Apartments Section One was originally recorded on December 16, 1970 in O.R. Book 1326, Page 610 *et seq.*, and has been amended from time to time, including via the Amended and Restated Declaration of Condominium recorded on June 16, 2014 in O.R. Book 9271, Page 380 *et seq.*, all in the public records of Polk County, Florida (collectively "Declaration");

WHEREAS, the Bylaws of Imperial Southgate Villas Condominium Association, Section I, ("Association") were originally recorded on December 16, 1970 in O.R. Book 1326, Page 623 *et seq.*, and have been amended from time to time, including via the Amended and Restated Bylaws recorded on June 16, 2014 in O.R. Book 9271, Page 407 *et seq.*, all in the public records of Polk County, Florida (collectively "Bylaws");

WHEREAS, pursuant to Article XIV of the Declaration, the same may be amended by the affirmative vote of 2/3rds of the members of the Association;

WHEREAS, pursuant to Article XII of the Bylaws, the same may be amended at a properly noticed membership meeting by a vote of 2/3rds of a quorum of members of the Association present in person or by proxy;

WHEREAS, at the duly noticed membership meeting held on September 17, 2022 at which a quorum was present, the below-described amendments to the Declaration were duly and properly approved by the affirmative vote of more than 2/3rds of the members of the Association; and

WHEREAS, at the duly noticed membership meeting held on September 17, 2022 at which a quorum was present, the below-described amendments to the Bylaws were duly and properly approved by the affirmative vote of more than 2/3rds of the members of the Association;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of the Association, pursuant to the Condominium Act, the Declaration and the Bylaws, do hereby certify and attest that the foregoing recitals are true and correct and that the following amendments to the Declaration and Bylaws have been duly and properly approved and adopted by the Association's members (deletions are ~~lined through~~; additions are underlined):

Article XIII of the Declaration is amended as follows:

~~Each Unit Owner may, but is not required to, shall be and become a member of THE VILLA CLUB (which is, at the time of this amendment, operated by SCOTT KELLY VILLA CLUB, LLC) under such terms and conditions as are agreeable to the Unit Owner and THE VILLA CLUB. Membership is not required by, or compulsory under, this Declaration. No Unit Owner is required by this Declaration to pay any fees or other sums to THE VILLA CLUB solely because they are a Unit Owner. THE VILLA CLUB has no right under this Declaration to lien or otherwise claim or assert any demand, claim or interest against any Unit in the Condominium. The Association is not, by this Declaration, required to pay any fees or other sum to 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 XIII § 1 of the Bylaws is amended as follows:

Section 1. Assessments. The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the Members. Said dues, charges, fees, and assessments are to be levied in an amount and manner so as to provide the Association with sufficient funds to meet the obligations of the Association and furnish the facilities and services which the Association is obligated to furnish, all on a non-profit basis and each Unit is to bear only its pro-rata share of the same, as further provided in the Declaration. The services and facilities to be furnished by the Association for the benefit of the Members, in addition to those services and facilities hereinafter added by vote of the Members and subject to the subsequent deletion of services or facilities pursuant to a vote of the Members, shall be: maintain the Common Elements, including, lawns, grounds, roads, street lighting; provide garbage and trash removal; provide fire and extended coverage insurance to the value of the Common Elements of each Unit; provide public liability insurance on the Common Elements and each Unit; provide professional management; provide a central television antennae distribution service to each Unit; ~~pay on behalf of each Unit each Unit's monthly fees to The Villa Club;~~ provide water and sewer service for the benefit of each Unit; and provide existing fire protection so long as available at existing rates.

Notwithstanding anything to the contrary contained herein, the Association is responsible for any underground plumbing problems on common grounds (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 cause has been established by a licensed plumber paid by the owner and approved by the Association. Said plumber must confirm the causes in writing, along with the estimated charge for repair to the Board of Directors. Under no circumstances will the Association be responsible for plumbing repairs required due to an Owner's (or its tenant's occupant's, or visitor's) negligence.

ALL OTHER PROVISIONS OF THE DECLARATION AND BYLAWS REMAIN IN FULL FORCE AND EFFECT.

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IN WITNESS WHEREOF, the undersigned, as officers of Imperial Southgate Villas Condominium Association, Section I, and on behalf of its members, have hereunto affixed their signatures this 19th day of September, 2022.

Witness: [Signature]

Printed Name: Madison A. Beckett

[Signature]
Jayne Parthree, President

Witness: [Signature]

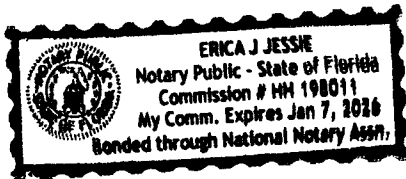
Printed Name: TERESA WARREN

ATTESTATION OF SECRETARY:

[Signature]
Malissa Wayne, Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was executed and acknowledged before me by means of physical presence, this 19th day of September, 2022, by Jayne Parthree, as President, and by Malissa Wayne, as Secretary, of Imperial Southgate Villas Condominium Association, Section I.



[Signature]
Notary Public – State of Florida
 Produced Identification
Type of ID Produced: drivers' license