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DECLARATION OF CONDOMINIUM

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IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS  
This Instrument Prepared By  
Clyde L. Roberts  
TROINAO, ROBERTS & PHILPOT,  
P. O. Drawer 829  
Lakeland, Florida 33802  
Section One

KNOW ALL MEN BY THESE PRESENTS: That,  
WHEREAS, SCOTT KELLY, joined by JEAN KELLY, his wife,  
hereinafter referred to as "DEVELOPER", holds a fee simple title  
to the following described lands situate in Polk County, Florida,  
to-wit:

Commence at the Southwest corner of the North  $\frac{1}{2}$  of  
the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36,  
Township 28 South, Range 23 East, Polk County, Florida,  
and run thence North  $0^{\circ}18'50''$  West along the West  
boundary of said Southeast  $\frac{1}{4}$  a distance of 787.65  
feet to a point of beginning, run thence South  
 $89^{\circ}59'30''$  East a distance of 265.16 feet, thence  
North  $45^{\circ}02'30''$  East a distance of 330.55 feet,  
thence North  $45^{\circ}00'00''$  West a distance of 487.00  
feet, thence South  $68^{\circ}33'22''$  West a distance of 169.25  
feet to the West boundary of said Southeast  $\frac{1}{4}$ , thence  
South  $0^{\circ}18'50''$  East along said West boundary of South-  
east  $\frac{1}{4}$  a distance of 516.00 feet to the point of  
beginning;

Containing 4.54 acres, more or less, and being subject  
to all easements of record. Together with a non-  
exclusive easement for vehicular and pedestrian ingress  
and egress between this condominium and Imperial  
Boulevard over those roadways surrounding the  
recreation area (The Villa Club) appearing on the  
condominium plat of Imperial Southgate Villas Con-  
dominium Apartments, Section 1, being recorded  
simultaneously herewith.

and,

WHEREAS, Developer desires to devote the above described  
property to Condominium use.

NOW, THEREFORE, be it known as follows:

I

Developer does hereby declare the property owned by it and  
first described above, to be Condominium property under the Condo-  
minium Act of the State of Florida, now in force and effect, to

70 DEC 16 PM 2:36

71 FEB 5 PM 4:12

This Instrument re-recorded to show  
Scriveners Act and witnesses as to  
Developers, and new acknowledgment.

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be known as: IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section One, hereinafter referred to as the "CONDOMINIUM", and does submit said Condominium property to Condominium ownership pursuant to said Act. It is contemplated that there may be additional Sections of Imperial Southgate Villas Condominium Apartments created by Developer from time to time on lands adjacent to or near those of this Condominium, which said Sections may be operated and managed in conjunction with this Condominium through that certain non-profit corporation known as: IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, INC., and hereinafter referred to as the "ASSOCIATION". The creation of any such further Sections will not merge the common elements of this Condominium with the common elements of such additional Section. 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 said Association in conjunction with the other Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS collectively, so that there may be common control, unity of policy, procedure, management and purpose, among all Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, and the owners of Units in the same. All grantees, mortgagees, assignees and their successors and assigns, of Unit parcels in IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, a Condominium, Section One, do hereby agree to the foregoing.

II.

The Condominium Units in this Condominium shall be known as: Units No. 101 through 136 inclusive.

III.

A survey of the Condominium, 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 Condominium Plat of IMPERIAL SOUTHGATE

VILLAS CONDOMINIUM APARTMENTS, Section One, being recorded simultaneously herewith in Condominium Book 1, Pages 15, 16 & 17 of the public records of Polk County, Florida.

IV.

There shall be appurtenant to each of the units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following:

- (a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.
- (b) Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.
- (c) Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit other than the Unit containing installations.
- (d) The property and installations in connection therewith acquired for the furnishing of services to more than one unit or to the common elements.
- (e) Easements for maintenance of common elements.
- (f) All outside surfaces of walls and roofs, including carport and storage room, except for glass or screened surfaces of windows, doors, or porches, of the various units, which said glass and screened surfaces will be part of each such unit and are not common elements. Covering, replacement or modification of all such glass or screened surfaces, however, must be approved in advance by the Association hereinafter mentioned (and by Developer, so long as Developer is managing the affairs of the Association).

Notwithstanding anything contained herein or in the Condominium Plat being recorded together herewith to the contrary it is expressly

understood that the 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 of this Condominium, for the benefit of this Condominium and any other or additional Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS.

V.

The common expenses of the Condominium and common surplus of the Condominium shall be divided and apportioned equally among those Units containing completed Villas.

VI.

The association mentioned from time to time herein and which will operate the Condominium shall be that certain Corporation Not for Profit, heretofore organized under the Laws of the State of Florida, and known as: Imperial Southgate Villas Condominium Association, Inc., of which Association each Unit owner shall be required to be a member. The Condominium will be operated pursuant to the By-Laws of the Association, a copy of which is annexed hereto.

VII.

Each of the Units shall be entitled to one vote at meetings of the Association. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

VIII.

This Declaration may be amended at any time during the first five (5) years from the date hereof by affirmative vote of fifty-one (51%) per cent of the Association, together with the written consent of Developer, its successors or assigns. After the expiration of said period, the Declaration may be amended at any time by the affirmative vote of two-thirds (2/3rds) of the Association, without the need of consent of Developer. 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.

IX.

Each unit owner shall be responsible for the maintenance and repair of their Unit, except that the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association from time to time. The Association shall also procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium 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. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. 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 to rebuilt and shall commence and diligently pursue the repair the 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 building. In the event that the owner of an affected Unit fails to commence and pursue such repair or rebuilding within

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the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expenses for which it is held responsible by virtue of its undertaking such repair or rebuilding. 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 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 collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee.

X.

The following restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

(a) That all Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type.

(b) That occupants of Condominium Units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors or pets except for small household pets which will be permitted subject to regulation by the Association as to the care, maintenance and control of such pets.

(c) That each Condominium Unit shall be used exclusively as a one-family residential dwelling and no business

or trade shall be permitted to be conducted therein or thereon.

(d) That except for sale or leasing thereof by Developer, or any institutional lender, no parcel or Unit shall be sold or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed Lessee or Grantee. In no event shall a Unit be leased for a term of less than one (1) month.

(e) That the 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, and shall promptly pay each Unit's share of all common expenses, including each Unit's monthly fees to The Villa Club.

(f) That no Condominium parcel or Unit shall be divided or sub-divided or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

(g) That each Unit owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such Unit, including porches, interior walls, floors, ceilings, doors, windows, water, heat and air conditioning units, interior of storage rooms, exterior lighting, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equip-

ment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk lines connection to the Unit or in the Unit itself.

(h) That without the prior permission of the Association, no wires, T.V. antennae, air conditioners, 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.

(i) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that 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) That 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) That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(l) The occupants of Units shall abide by all the Rules



and Regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas.

(m) That no signs 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 by the Developer or Association.

(n) Each Unit owner shall be and become a member of THE VILLA CLUB, which said Club is owned by Developer and shall operate certain recreational facilities at IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, the location of which appears on the Plat of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section One, referred to above. Each Unit owner shall pay as a membership fee to THE VILLA CLUB the sum of TEN DOLLARS (\$10.00) per month per Unit owned for the first two years from the date hereof. Thereafter the fees shall be subject to annual increase by THE CLUB, which such percentage of increase shall be based upon the actual increased cost of maintenance, taxes and operation, if any, and shall be directly proportionate thereto. 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 monthly in advance. In the event of default in the payment of said 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 Club in the amount of the delinquent Membership fee together with interest thereon at the rate of ten (10%) per cent per annum. Said

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lien may, at the option of the 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 Club shall be entitled to recovery in addition to the delinquent Membership fees, the Club's costs of collection including Court costs and attorney's fees. The transfer of any Unit shall not affect the rights of the Club hereunder to proceed to foreclose its lien against such Unit or seek redress against the defaulting owner. The Club reserves the right to terminate, within its sole discretion, any and all memberships at any time.

#### XI.

Notwithstanding anything contained herein to the contrary, and subject to the provisions of Paragraph XII, it is expressly understood that Developer shall and does hereby reserve unto itself all rights to manage the affairs of the Condominium and the Association for a period of up to two (2) years, commencing on the date hereof. Developer does further reserve the right to continue to manage the affairs of the Condominium and the Association thereafter for so long as Developer in its discretion desires, subject to the right vested in the Association to terminate the management term of Developer at any time after the aforementioned two (2) year period by the affirmative vote of two-thirds (2/3rds) of the members of the Association. It is further declared and understood that Developer shall, during its management, receive a monthly service charge of \$45.00 from each Unit, payable on or before the first day of each month, in advance, and in consideration thereof, Developer, without the need of accounting therefore, shall maintain and operate the Condominium and shall furnish for the benefit of the Units the following, to-wit:

1. To maintain the common elements of the Condominium

including lawns, grounds, roads, walkways and street lighting.

2. To maintain and paint outside walls and roofs of Units including carport and storage room of members.
3. To provide garbage and trash removal for the Condominium and all Units thereof.
4. To provide fire and extended coverage insurance to the value thereof on the common elements and each Unit.
5. To provide Public Liability Insurance on the common elements.
6. To provide professional management.
7. To provide a central television antennae distribution service to each Unit, with two outlets.
8. To pay on behalf of each Unit each Unit's monthly fee to The Villa Club.
9. To provide water and sewer service for the benefit of each Unit.
10. To provide existing Fire Protection so long as available at existing rates.

At such time as Developer turns over the management of the Association and Condominium affairs to the Unit owners, the Unit owners shall themselves through the Association determine the monthly maintenance charges and assessments to thereafter be assessed and collected and provide for themselves through the Association the items set forth above as well as all other services, benefits or improvements thereafter determined necessary by the Association. It is the purpose and intent of this paragraph to establish a contractual relationship between the Developer and the owner of each Unit whereby the development company undertakes initially to furnish the mentioned benefits to the Unit Owners on a fixed fee basis, which, upon the termination of the management reserved to Developer will be furnished to the Units through the contemplated non-profit assessable operation of the Association described above. In the event Developer continues to manage the affairs of the Condominium

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beyond the two (2) year period provided under the reservation contained above, then and in that event, instead of the fixed monthly service charge mentioned above, Developer shall receive from each Unit a monthly management fee of \$5.00 and the Association shall pay any and all expenses incurred by Developer for the furnishing of the mentioned services to and for the benefit of the Units of this Condominium. In order to pay such expenses the Association shall charge and collect monthly assessments in accordance with a budget to be submitted to the Association by Developer. There shall be included in defining "Expenses" all costs and expenditures incurred or made by Developer in procuring the furnishing of the foregoing services and a reasonable charge for Developer's overhead in connection therewith.

XII.

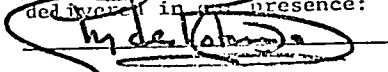
The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing.


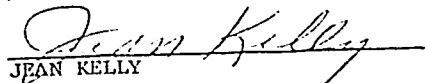
XIII.

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon and Condominium parcel or parcels shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, SCOTT KELLY and JEAN KELLY, his wife, have caused their signatures and seals to be affixed this 14TH day of December, A. D. 1970.

WITNESSED: Signed, sealed and  
delivered in my presence:

  
Notary Public  
Robert J. Jacobs

  
SCOTT KELLY  
  
JEAN KELLY

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this 2nd day of February, A. D. 1971, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared SCOTT KELLY, joined by JEAN KELLY, his wife, to me well known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal at Lakeland, in the County and State last aforesaid, this 2nd day of February, A. D. 1971.



(Notarial Seal)

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 5, 1973  
Bonded By American Fire & Casualty Co.

BY-LAWS

IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.  
PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 404 Imperial Boulevard, Lakeland, Polk County, Florida. The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II.  
MEMBERS

Section 1: Initial and Subsequent Members. Those persons or Corporations who presently own or hereafter acquire title to Units in all sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, hereinafter referred to as the "CONDOMINIUM", shall be members.

Section 2: Voting Rights. There shall only be allowed one (1) vote per Unit, said vote, in the event of joint ownership of a Unit, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership. Whenever a member ceases to become an owner of a Unit in the Condominium his membership shall then and there automatically terminate.

Section 4: Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III.  
MEETING OF MEMBERS

Section 1: Annual Meeting. An Annual Meeting of the members shall be held at the office of the corporation on the 10th day of January

of each year, beginning with the year 1972 , at the hour of 10:00 o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the Meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Florida, such Meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as conveniently may be.

Section 2: Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than a majority of the Units.

Section 3: Place of Meetings. The Board of Directors may designate any place within Polk County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such Meeting shall take place at the office of the corporation, Polk County, Florida.

Section 4: Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a Special Meeting, or when required by Statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5: Informal Action by Members. Any action requested by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting of a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum. The members holding two-thirds (2/3rds) of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration or Declarations of Condominium for the Condominium, these By-Laws or the Charter of the Corporation, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized Attorney-in-Fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 8: Voting by Mail. Where Directors or Officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1: General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be members of the corporation.

Section 2: Number, Tenure and Qualifications. The members of the Corporation shall at each Annual Meeting determine the number of Directors



of the Corporation for the following year, which said number shall in no event be less than three (3). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next Annual Meeting of the members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next Annual Meeting of the members and until his successor shall have been elected and qualified, or until removed by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings. A regular Annual Meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of Members.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Polk County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice. Notice of any Special Meeting of the Board of Directors shall be given at least ten (10) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting

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for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Vacancies. Any vacancy in the Board of Directors and any directorship to be filled by reason of death, disability, resignation or removal, shall be filled through election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9: Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

#### ARTICLE V. OFFICERS

Section 1: Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties

prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2: Election and Term of Office. The present officers of the corporation or their successors as elected by the Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and, in general,

he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6: Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section 7: Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8: Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required on behalf of the corporation and documents attested under its Seal duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9: Assistant Treasurers, and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or the Board of Directors.

Section 10: Compensation. Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

#### ARTICLE VI COMMITTEES

Section 1: Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof.

Section 3. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the

Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4: Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5: Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII  
CONTRACTS, CHECKS, DEPOSITS  
AND FUNDS.

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc. All checks, drafts or order for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of

Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

Section 3: Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

#### ARTICLE VIII CERTIFICATES OF MEMBERSHIP

Section 1: Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the Seal of the Corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

Section 2: Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX.  
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X.  
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI.  
DUES, FEES, CHARGES, ASSESSMENTS

Section 1. Dues and 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 Corporation with sufficient funds to meet the obligations of the Corporation and furnish the facilities and services to the Units of the Condominium which the Corporation is obliged to furnish, all on a non-profit basis and each Unit to bear only its pro-rata share of same, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of the Condominium, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be: to maintain the common elements of the Condominium including lawns, grounds, roads, walkways and street lighting; to maintain and paint outside walls and roofs of the units of members including carport and storage room



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provide garbage and trash removal for the Condominium and all units thereof; to provide fire and extended coverage insurance to the value thereof on the common elements and each unit; to provide public liability insurance on the common elements; to provide professional management; to provide a central television antennae distribution service to each unit; to pay on behalf of each unit each unit's monthly fees to The Villa Club; to provide water and sewer service for the benefit of each unit; to provide existing fire protection so long as available at existing rates.

Section 2: Default. When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1, of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable Attorney's fee.

ARTICLE XII  
SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal for 1970".

ARTICLE XIII.  
AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members

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present and voting at a regular Annual Meeting, or a Special Meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of such Meeting, of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting.

FILED, RECORDED AND  
RECORD VERIFIED  
PAUL VAUGHN, CLK. CIR. CT.  
POLK COUNTY, FLA.  
BY *lm* D.C.

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FILED, RECORDED AND  
RECORD VERIFIED  
PAUL VAUGHN, CLK. CIR. CT.  
POLK COUNTY, FLA.  
BY *xy* D.C.