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RETURN TO: JOSEPH A. GEARY, Esquire, of HARRIS, MIDWINTER & GEARY, P.A.,
2012 SOUTH FLORIDA AVENUE, POST OFFICE BOX 2451, LAKELAND, FL 33806-2451
(RE)

AMENDMENT TO DECLARATION OF CONDOMINIUM
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS

SECTION II

THE UNDERSIGNED, Stephen K. Michael, being President of IMPERIAL SOUTHGATE CONDOMINIUM ASSOCIATION (SECTION II), INC., hereby certifies that by a two-thirds (2/3) vote of the members of the Association at a special meeting held on June 21, 1993, the Declaration of Condominium for the Imperial Southgate Villas Condominium Apartments, Section II, as heretofore recorded in the official records of Polk County, Florida, O. R. Book 1404 at page 938, et seq., and as amended from time to time thereafter, was further amended as follows:

1. Article VIII of the foregoing Declaration of Condominium, is hereby amended only to the extent that the majority necessary to amend the said Declaration shall be an affirmative vote of Fifty-one per cent (51%) of all of the members of the Association, rather than by a two-thirds (2/3) majority as originally provided.

2. Subparagraph (g) of Article X of the foregoing Declaration of Condominium is deleted in its entirety and the following, new Subparagraph (g) is substituted in its stead:

(g) That each Unit Owner, lessee or occupant shall, at all times, maintain in good condition and repair, the interior of each 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 fixtures, and parts and components thereof; sanitary facilities; fixtures; equipment; and, lamps. Each Unit Owner shall also be responsible for the maintenance and repair of the roof of each such Unit, and the Association is empowered to enact reasonable procedures, either as part of the Association's By-laws or Rules and Regulations, and binding upon Unit Owners, to assure the quality and attractiveness of such maintenance and repairs.

As used in this subparagraph, the phrases "electric system," "plumbing system" and "roof" shall be construed, respectively, as follows:

"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;

"Plumbing system" shall refer to all plumbing items from the trunk line connection to the Unit or located within the Unit itself; and,

"Roof" shall refer only to the roof of the dwelling portion of a Unit and shall not include roofs covering carports and storage areas within said carports.

In the event any Unit Owner shall fail to repair or maintain the roof of any Villa owned by such Unit Owner in accordance with this subparagraph, the Board of Directors of the Association shall notify the Unit Owner, in writing and by certified mail, of the specific maintenance or repair, as the case may be, which the Board of Directors of the Association deems necessary and demand that the Unit Owner accomplish the necessary maintenance or repair within no later than thirty (30) days of the date of the Board of Directors of the Association's notice, or within such time as the Unit Owner may specifically request and the Board of Directors of the Association may approve.

Further, in the event that the Unit Owner fails to accomplish the specific maintenance or repairs within said thirty (30) days, or such time as may be approved by the Board of Directors of the Association, the Association shall, in its sound discretion, have the right to cause the same to be commenced and diligently prosecuted and to specially assess the Unit Owner for all sums expended in connection with said work. The Association shall have a lien upon any such affected Unit to the extent of such special assessment, and said assessment shall also be the personal debt of the Unit Owner, and the joint and several debt if more than one person owns the Unit. If the Unit Owner fails to pay such special assessment within such time as may be specified by the Board of Directors of the Association, the Association shall be entitled to bring suit to foreclose such lien, or to bring an action at law for a money judgment against the Unit Owner(s), in accordance with the remedies provided for the collection of assessments under the Condominium Act of the State of Florida. In pursuing such remedies, the Association shall also be entitled to collect from such defaulting Unit Owner(s) all costs of collection, including the cost of title or encumbrance searches, reasonable attorney's fees at the trial, appellate and post-judgment levels, and such other costs as may be allowed by law.

The rights, remedies and obligations provided for under this Article shall not affect or alter the rights, remedies and obligations set forth in Article IX herein.

3. The responsibility of the Association, as successor to the Developer, for the painting, maintenance and repair of roofs, as provided in Article XI of the foregoing Declaration of Condominium, is hereby changed to reflect that each Unit Owner is now responsible for the maintenance and repair of the roof of the dwelling portion of such unit, subject to the Association's right to accomplish such repairs and maintenance at such Unit Owner's expense, as set forth in the amendments of even date to Article X, subparagraph (g) of the foregoing Declaration of Condominium. The Association's responsibility for roof maintenance shall, therefore, be limited only to cleaning and painting the roofs of Units and to painting, maintaining and repairing roofs covering carports and storage areas within said carports.

IN WITNESS WHEREOF, the IMPERIAL SOUTHGATE CONDOMINIUM ASSOCIATION (SECTION II), INC., by its duly authorized officers, have hereunto affixed the corporation signature and seal this 21st day of June, 1993.

IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION (SECTION II), INC.

By: Stephen K. Michael
Stephen K. Michael
As its President

By: Mary Beitz
Mary Beitz
As its Secretary

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STATE OF FLORIDA,
COUNTY OF POLK.

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The foregoing was acknowledged before me by Stephen K. Michael and Mary Beitz, President and Secretary, respectively, of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION (SECTION II), INC., who produced drivers' licenses as identification and who did take an oath.

Witness my hand and official seal, this 21st day of June, A.D., 1993.

Joseph A. Geary
Notary Public
Joseph A. Geary
Name typed, printed or stamped

My Commission Expires:

(AFFIX NOTARIAL SEAL)

OFFICIAL NOTARY SEAL
JOSEPH A. GEARY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. C0274560
MY COMMISSION EXP. NOV. 21, 1996

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, CH. CLK.
POLK COUNTY, FLA.
BY JD - D.C.