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AMENDMENT TO DECLARATION OF CONDOMINIUM

**IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS
SECTION TWO**

This Amendment is made by Imperial Southgate Condominium Association (Section II), Inc., a Florida not for profit corporation, as follows (all recording references herein are to the Public Records of Polk County, Florida):

1. This is an Amendment to the Declaration of Condominium for Imperial Southgate Villas Condominium Apartments, Section Two, according to the Declaration thereof recorded in Official Records Book 1404, page 0938, et seq. as amended by Amendments recorded in Official Records Book 1478, page 0787, Official Records Book 1578, page 0193, Official Records Book 1715, page 1236, Official Records Book 3281, page 2021, and Official Records Book 3281, page 2025 (referred to herein collectively as the "Declaration").

2. This Amendment was approved by the affirmative vote of not less than fifty-one percent (51%) of all of the members of the Association at the annual meeting of the members of the Association held on February 20, 1996, which meeting was duly called and held in accordance with the Articles of Incorporation and Bylaws of the Association and in accordance with Chapter 718 of the Florida Statutes.

3. Article VI of the Declaration is amended to reflect that Imperial Southgate Villas Condominium Association (Section II), Inc., a Florida not for profit corporation, which was incorporated on August 5, 1977, has been and is the Association referred to in the Declaration as the Association managing the common elements of the condominium and not Imperial Southgate Villas Condominium Association, Inc. A copy of a certified copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "A" and incorporated herein by reference.

4. The Bylaws which were attached to the Declaration and recorded in Official Records Book 1404, page 951-963, as amended by the Amendment to the Bylaws recorded in Official Records Book 2138, page 1891, have been the Bylaws of the Association from its inception until April 25, 1988, even though such Bylaws referred to Imperial Southgate Villas Condominium Association, Inc. To the extent necessary, the Declaration is amended to reflect that the above referenced Bylaws attached to the Declaration have been the Bylaws of the

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Association. The Amendment to the Bylaws reflected in the Bylaws Incorporating All Amendments document recorded April 25, 1988 in Official Records Book 2625, page 1390-1394, Public Records of Polk County, Florida, which was a substantial rewording of the Bylaws as they existed at that time and therefore see the prior Bylaws for the text prior to that time, are hereby ratified and confirmed as the Bylaws of the Association, as amended by Amendments to Bylaws recorded in Official Records Book 2935, page 1541 and Official Records Book 2997, page 0635.

5. Subsection (f) of Article IV of the Declaration is deleted. Article IV of the Declaration is amended in the following respects:

IV

There shall be appurtenant to each of the Units an equal ownership of the common elements and the limited common elements.

A. 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.

B. The limited common elements of the condominium appurtenant to each of the Units shall include the land underlying the Unit, all exterior surfaces, walls, roofs, exterior doors, glass, shutters and screen surfaces, carport, storage room, walkway, patio area, porches and any Additions permitted as provided under subsection (o) of Article X of this Declaration.

C. The Unit consists of the three dimensional air space together with improvements thereon and therein, defined and described in the plat of the Condominium recorded in Condominium Book 1, pages 22-24, Public Records of Polk County, Florida, 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.

D. Notwithstanding anything contained herein or in the Condominium Plat, being recorded together herewith to the contrary, 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 this Condominium and any other or additional Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS.

6. The modifications, revisions and additions to subsection (g) of Article X of the Declaration specified in Amendment to Declaration dated June 21, 1993, and recorded in Official Records Book 3281, page 2025, which was a substantial rewording of such section and therefore see prior provision of such subsection for the text prior to such revision, except as modified herein, is hereby ratified and confirmed.

7. The first paragraph of subsection (g) of Article X of the Declaration is amended in the following respects:

(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 lightings; electric and plumbing fixtures; ~~and systems,~~ parts and components thereof; sanitary facilities; fixtures; equipment; ~~and;~~ lamps; and the following portions of the limited common elements: patio areas, porches, walkways and roofs. Each Unit Owner shall 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 Bylaws or Rules and Regulations, and binding upon Unit Owners, to assure quality and attractiveness of such maintenance and repairs. All repairs or maintenance to the exterior of the Unit or to limited common elements must be approved in advance by the Board of Directors of the Association.

8. The following additional subsections (o) and (p) are added to Article X:

(o) No unit owner shall make any alterations, improvements or additions to the exterior of such Owner's Unit or to the common elements or the limited common elements adjacent to such Owner's Unit (referred to collectively herein as "Addition" or "Additions") without the prior written approval of the Association through its Board of Directors in each instance. Approval by the Board of Directors shall require the affirmative vote of seventy-five percent (75%) of all of the Directors. Additions shall also include

covering, replacement or modification of exterior doors, glass or screened surfaces. In the event that any Unit Owner desires to make any Addition, such owner shall submit to the Board of Directors of the Association complete plans and specifications with respect to such work, and an estimate of the cost with respect to such work. If the proposed Addition is approved by the Board of Directors of the Association, such owner shall provide to the Association such documents as the Board of Directors shall require, including, without limitation, copy of construction contract, applicable building permits and approvals, insurance certificates and construction warranties. All such work with respect to the Addition shall be the full and complete responsibility of the Owner who shall fully indemnify, defend and hold harmless the Association and its members, officers and directors from and against any and all liabilities, claims, suits, actions, debts, judgments, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the work associated with the Addition. Any and all such Additions shall be the responsibility of the Unit Owner to maintain, repair and replace, all in accordance with the provisions of this Declaration and shall be the responsibility of the Unit Owner to insure against loss or damage by fire and casualty, with all such insurance premiums being paid for by the Unit Owner and the Association being named as an additional insured. The Unit Owner shall provide to the Association such additional documents and further assurances as the Board of Directors of the Association shall determine appropriate. Additions which have been made prior to the date of this Amendment for which formal approval by the Board of Directors of the Association was previously given, shall be deemed approved retroactively to the date of such approval, and any such Additions shall be deemed to have been "grandfathered in."

(p) In the event that a Unit Owner fails to perform any repair or maintenance required to be made by such Unit Owner as provided in this Declaration, the Association may perform such repair or maintenance and bill the Unit Owner for the cost of such repair and maintenance provided that the Association has given the Unit Owner written notice of the required repair or maintenance and a period of not less than ninety (90) days within which to commence and complete such repair or maintenance and such repair or maintenance has not been completed within such period of time. If the Unit Owner fails to pay the bill submitted by the Association, the Association will be entitled to pursue its remedies against the Unit Owner including the filing of a lien under this Declaration and the Association shall be entitled to collect from such Unit Owner all costs of collection, including cost of title or encumbrance searches, reasonable attorney's fees of the trial.

appellate and post-judgment level, etc., the cost as may be allowed by law.

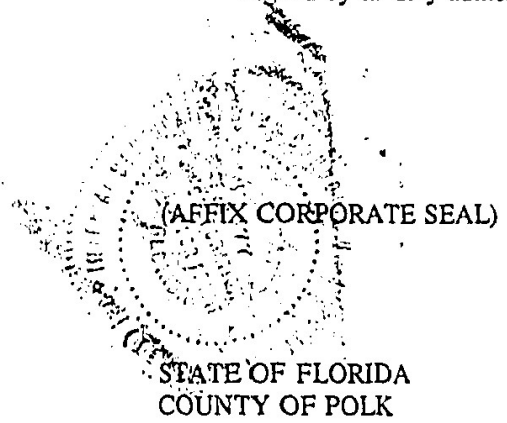
9. Except as modified and amended by this Amendment to Declaration, the Declaration remains in full force and effect.

Signed by its duly authorized officers this ___ day of February, 1996.

IMPERIAL SOUTHGATE CONDOMINIUM ASSOCIATION (SECTION II), INC.

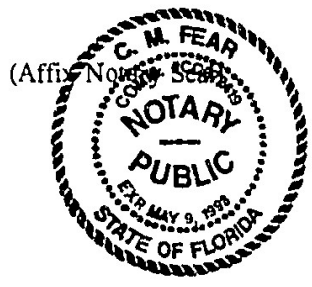
By: Coleman Gaines
Coleman Gaines, President

By: H. G. Humphrey
Its Secretary



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THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of February, 1996, by Coleman Gaines and H. G. Humphrey, President and Secretary, respectively, of Imperial Southgate Condominium Association (Section II), Inc., who are personally known to me or who have produced a Florida driver's license as identification, and who did not take an oath.



C. M. FEAR
NOTARY PUBLIC, State at Large

C. M. FEAR
(Type or Print Name of Notary)
My Commission Expires: