

AMENDMENT TO DECLARATION OF CONDOMINIUM

**IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS
SECTION TWO**

THE UNDERSIGNED, STEPHEN K. MICHAEL, being President of Imperial Southgate Condominium Association (Section II), Inc., hereby certifies that by two-thirds 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 Two, as heretofore recorded in O.R. Book 1404, at Page 938, Public Records of Polk County, Florida, as amended from time to time, was amended by deleting Section X, subsection (n) of the Declaration of Condominium in its entirety and inserting in lieu thereof a new Section X, subsection (n) as follows:

Each unit owner shall be and become a member of THE VILLA CLUB. THE VILLA CLUB is owned and operated by the Developer and consists of certain recreational facilities at IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, the location of which appears on the Plat of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Two, referred to above. 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 as 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 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 in 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 annual costs of repairs, maintenance, taxes and operation of THE VILLA CLUB incurred by THE VILLA CLUB for the three (3) fiscal

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

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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 an increase is sought, of any intended increase in THE VILLA CLUB membership fees, and shall provide to the Association an accounting of the costs of repairs, maintenance, taxes and operation of The VILLA CLUB (the "Expenses") together with a worksheet as to how it arrived at the sum representing the requested increase. THE VILLA CLUB shall also furnish to the Association, together with such notification of fee increase and worksheet, proof of payment of the Expenses in the form of, without limitation, contracts, bills, statements, receipts, or cancelled 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 calculations for which documentation is not supplied to the Association with THE VILLA CLUB's notification of fee increase. In determining the actual costs 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 certified public accountant licensed in the State of Florida and the two C.P.A.'s shall select a third C.P.A. to act as mediators. The three C.P.A.'s 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 C.P.A.'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 the 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 Apartments, Section One, and Imperial Southgate Villas Condominium Apartments, Section Three are also required to be members of THE VILLA CLUB under the provisions of the Declarations 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 Apartments 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 per cent (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 costs 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.

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.

ATTEST:

IMPERIAL SOUTHGATE CONDOMINIUM ASSOCIATION (SECTION II), INC.

Mary Beitz
MARY BEITZ, Secretary

By Stephen K. Michael
STEPHEN K. MICHAEL, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Amendment to Declaration of Condominium was acknowledged before me this 21st day of June, 1993, by Stephen K. Michael and Mary Beitz, President and Secretary, respectively, of Imperial Southgate

Villas Condominium Association (Section II), Inc., who are personally known to me or who have produced drivers licenses as identification and who did take an oath.

Joseph A. Kelly
 Signature of Person Taking Acknowledgment

Joseph A. Kelly
 Name of Acknowledger Typed, Printed or Stamped

N/A
 Title or Rank

N/A
 Serial Number, if any

OFFICIAL NOTARY PUBLIC
 JOSEPH A. KELLY
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO: CC234860
 MY COMMISSION EXP. NOV. 8, 1996

CONSENT OF DEVELOPER

Scott Kelly Corporation, by and through its undersigned President, hereby consents to the foregoing Amendment to Declaration of Condominium for Imperial Southgate Villas Condominium Apartments, Section Two.

ATTEST:

SCOTT KELLY CORPORATION

Scott Kelly
 Scott Kelly, Secretary

By: *Scott Kelly*
 Scott Kelly, President

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF POLK

DEPT 115 17.00
 DEPT 291 2.50
 891 #
 CHECKS 19.50

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The foregoing Consent of Developer to Amendment to Declaration of condominium was acknowledged before me this 24th day of June, 1993, by Scott Kelly, President and Secretary of Scott Kelly Corporation, who is personally known to me or who has produced a drivers license as identification and who did take an oath.

Marilyn A. Schulze
 Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped
 MARILYN A. SCHULZE

Title or Rank
 Notary Public, State of Florida
 My comm. expires Mar. 29, 1994
 Comm. No. AA465278

Serial Number, if any

K02092AD.2c

FILED, RECORDED, AND
 RECORD VERIFIED
 E. D. "Bud" DIXON, Clk. Cir. CL
 POLK COUNTY, FLA.
 BY *[Signature]* - D.C.