



INSTR # 2023160202
 BK 12757 Pgs 1460-1534 PG(s)75
 RECORDED 07/11/2023 10:25:34 AM
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This instrument prepared by:

Robert C. Chilton, Esq.
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 245 S. Central Avenue
 Bartow, FL 33830

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION (SECTION II), INC.

WHEREAS, the Declaration of Condominium for Imperial Southgate Villas Condominium Apartments Section Two was originally recorded on December 8, 1971 in O.R. Book 1404, Page 938 *et seq.*, and has been amended from time to time, including via the Amendment and Third Restatement recorded on October 25, 2012 in O.R. Book 8782, Page 1562, *et seq.*, and the Certificate of Amendment recorded on September 12, 2022 in O.R. Book 12416, Page 1, *et seq.* all in the public records of Polk County, Florida (collectively "Declaration");

WHEREAS, the Bylaws of Imperial Southgate Villas Condominium Association (Section II), Inc. ("Association") were originally recorded on December 8, 1971 in O.R. Book 1404, Page 951 *et seq.*, and have been amended from time to time, including via the Amended and Third Restated Bylaws recorded on October 25, 2012 in O.R. Book 8782, Page 1572, *et seq.*, and the Certificate of Amendment recorded on September 12, 2022 in O.R. Book 12416, Page 1, *et seq.*, all in the public records of Polk County, Florida (collectively "Bylaws");

WHEREAS, pursuant to Article VIII of the Declaration and Article XIII of the Bylaws, the Declaration and Bylaws may be amended "by written agreement of a majority of unit owners without requirement of any meeting";

WHEREAS, the below described amendments to the Declaration and Bylaws have been unanimously approved by the Association's board of directors and duly and properly approved and adopted by written agreement of more than a majority of the Association's members; and

WHEREAS, the signed instruments attached hereto and incorporated herein represent the written agreement of more than a majority of the Association's members;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf 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 have been duly and properly approved and adopted by the Association's members (deletions are ~~lined through~~; additions are underlined; words already existing and underlined in the instrument are underlined twice):

Article X § B of the Declaration is amended as follows:

All Condominium Units shall be and remain of exterior design, shape, color and appearance as other Condominium Units of the same class or type. Notwithstanding the foregoing, the Condominium Units' white tile roofs may, when major repair and/or replacement is necessary and as determined by vote of the Board of Directors, be replaced with other roofing materials and styles (such as a flat metal roof, white or near-white in color) which is similar thereto in function and appearance.

Article X § G of the Declaration is amended as follows:

No parcel or Unit shall be sold 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 Grantee to meet the financial obligations of the Unit, the ages of the proposed occupants of the parcel or Unit and such other objective criteria as the Board may establish from time to time ~~the social desirability of the said proposed Grantee. An interview shall be required for such purpose.~~ Notwithstanding any contrary provision of this Declaration, Bylaws, and/or Articles of Incorporation, no parcel or Unit shall be leased for cash, trade, or any other consideration, by any person, party, or corporation (emphasis added). Notwithstanding the foregoing, a parcel or Unit may be leased one time per event for a period not less than six (6) months and not more than one (1) year if the proposed lease results from one of the following events giving rise to an undue hardship upon the owner: i) death of the owner resulting in the transfer of title of said property to the beneficiaries or heirs of the decedent owner; ii) medical illness of the owner or the owner's spouse resulting in a necessary and extended absence from the property; or iii) change in employment by the owner or the owner's spouse resulting in a required move from the property outside a 50 mile radius. The Board of Directors shall consent to such lease if one of the foregoing grounds have been established before the Board by the Unit owner and a hardship exists to grant such request. Otherwise, the Board shall not grant such request and no lease shall be authorized. If such hardship request is granted, the Board of Directors shall also approve or disapprove the specific proposed tenant on the same grounds enumerated above for consenting to a sale, including the requirement to complete an intake form prescribed by the Board which may include a criminal background and credit check.

Article X § J of the Declaration is amended as follows:

There shall be no wires, television or radio antennas, ~~air conditioners,~~ aerials, satellite dishes, or additional fixtures whatsoever, erected, constructed or maintained on the exterior of the Unit, except for those structures that form a part of the original Unit and except as otherwise required by law.

Article XI § F of the Declaration is amended as follows:

As used in this Article, the phrases “electric system,” “plumbing system” and “roof” shall be construed respectively, as follows (which shall be the Unit owner's maintenance responsibility as set for above):

“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 and breaker box;

“Plumbing system” shall refer to all plumbing items from the cut-off valve to the Unit or located within the Unit itself and shall include all interior and exterior pipes including those in wash or utility rooms and those within the foundation to the main trunk line;

“Roof” shall refer to the roof of the dwelling portion of a Unit and shall include roofs covering carports, ceilings, storage areas within said carports, and walkways. Acceptable roof replacement material shall include white tile (but not white painted tile) or white steel. Aluminum can be used to replace aluminum of original design. Flat portions of a Unit roof shall be replaced or repaired with an appropriate material of similar look and design.

Article XIII of the Declaration is amended as follows:

No Unit owner shall make any alterations 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. An application shall be submitted for such approval which can be obtained from the ~~Board Maintenance Committee~~. Approval by the Board shall be by majority vote, quorum present. 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 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, such owner shall provide to the Association such documents as the Board shall require including without limitation, copy of construction contract, applicable building permits, 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. Insurance

maintenance and repair to such additions shall be the responsibility of the Unit Owner or Association in accordance with the provisions of this Declaration.

Article I § 2 of the Bylaws is amended as follows:

SECTION 2. PURPOSE. The purpose of the Association is to allow individuals to live congenially in a non-profit environment of like domiciles that is also, otherwise described as a 55 and over community retirement oriented lifestyle community.

Article III § 8 of the Bylaws is amended as follows:

SECTION 8. MEMBER PARTICIPATION. Members shall be entitled to meaningful participation at all meetings subject to the following. Speaking shall be permitted, but only during such time as designated by the Chairman of the meeting prior to the beginning of the meeting. Any speaker that exercises such right in a manner that is rude, inconsiderate, verbally abusive, badgering or combative, shall not be permitted to speak further. Topics shall be limited to those matters duly noticed on the agenda for the meeting. Speaking to any matter not on the agenda, shall not be permitted, unless authorized by the Chairman of the meeting. Speaking on any one topic shall be limited to two (2) minutes duration, followed by a rebuttal period, if desired, of one (1) minute.

Article IV § 7 of the Bylaws is amended as follows:

SECTION 7. ELECTION OF DIRECTORS: Directors shall be elected by written ballot. Proxies shall in no event be used in electing any Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or as included in another Association mailing or delivery, including regularly published newsletters, to each member entitled to vote, a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. If desired, not less than thirty-five (35) days prior to the election, candidates may submit a personal information sheet to the Association. Not less than fourteen (14) days and no more than thirty-four (34) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all members entitled to vote therein, together with a ballot which shall list all candidates. The Association shall also include the personal information sheet, no larger than 8 ½ inches by 11 inches, furnished by the candidate, if any, in the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for

election of Directors. Ballots shall be cast in the manner required by the Condominium Act and Rule 61B-23.0021, Florida Administrative Code. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot may obtain assistance in casting the ballot. Voting results shall be announced at the first available meeting, and shall be posted conspicuously on the condominium property. Any member violating this provision may be fined by the Association in accordance with Florida Statutes Section 718.303.

Article VI of the Bylaws is amended as follows:

The ~~Board-Executive Committee~~ shall procure an insurance policy or fidelity bond for the faithful discharge of duty for any and all persons authorized to receive funds on behalf of the Association, to sign or issue checks on behalf of the Association, or to handle money on behalf of the Association. Said bond shall be in a total sum equal to the maximum dollar amount the Association may possess at any one time throughout a fiscal year.

Article VIII § 1 of the Bylaws is amended as follows:

SECTION 1. STANDING COMMITTEES. There shall be no three standing Committees of the Board: ~~Executive, Maintenance, and Public Relations.~~ The board may, in its discretion, ~~create other committees,~~ either administrative or task-oriented, as and when it deems necessary ~~required,~~ with authority as delegated by the Board. Committees shall not have any policy or rule making authority delegated by the Board, except as provided for in these Bylaws. Committees shall make recommendations to the Board who shall or shall not, adopt, in whole or in part, Committee recommendations. The Board shall always maintain final decision-making authority over and above Committee action or recommendations.

Article XIII § 6 of the Bylaws is amended as follows:

SECTION 6. DUTIES OF COMMITTEES:

~~_____ A. _____ EXECUTIVE COMMITTEE. The Executive committee shall consist of the President, Vice President, Secretary, and Treasurer and shall take responsibility for finance, insurance, legal matters and liaison with the City of Lakeland, Florida. The Executive committee may delegate such responsibility to sub-committees, officers, or members, upon majority vote of the Executive committee, quorum present.~~

~~_____ B. _____ MAINTENANCE COMMITTEE:~~

~~_____ (1) _____ The Maintenance committee is authorized to maintain and repair Condominium property not otherwise required to be maintained and repaired by the Unit owner. The Maintenance committee shall be composed of two (2) divisions. The Building division shall maintain and repair exterior walls to the extent such maintenance and repair is not the responsibility of the Unit owner as set forth in the Declaration. The Grounds division shall maintain and repair lawns, trees, walkways, roadways, and irrigation systems to the extent such maintenance and repair is not the responsibility of the Unit owner as set forth in the Declaration.~~

~~_____ (2) _____ The Maintenance committee through its Building or Ground division shall perform the following: maintain a maintenance and repair file for each Unit; establish an annual budget subject to Board approval; establish procedures for receiving, processing, and remedying all complaints related to maintenance and repair within the committees jurisdiction subject to Board approval; establish procedures for preventive maintenance and implement same, subject to Board approval; establish procedures for emergency action within the committees jurisdiction and implement same subject to Board approval; inspect limited and common element property biannually for Rule and Regulation violations and issue notice to the offending party for corrective action as set forth in the Rule and Regulations; inspect individual Units at time of sale or deed transfer for Rule and Regulation violations and issue notice to the offending party and party taking title for corrective action as set forth in the Rule and Regulations; plant, trim, and remove trees subject to Board approval; apply for pump permit as required; seek approval from the Board for any expense in excess of \$500.00.~~

~~_____ (3) _____ The Grounds division of the Maintenance committee shall supervise and insure that members adhere to following restrictions: when replanting, provide sketches for replacement including name, size and height dimensions of existing plant and proposed replacement plant; remove weeds as necessary to avoid noticeable unsightly growth; any new plants shall be situated at least two (2) feet from a Unit or building so as to avoid contact with the Unit or building at maturity; existing plants shall be trimmed so as to avoid contact with Units or buildings; plants shall be trimmed so as not to extend in height beyond the Unit or building eave; plants situated underneath windows shall be trimmed so as not to extend in height beyond the window sill.~~

~~_____ C. PUBLIC RELATIONS COMMITTEE. _____ The Public Relations committee shall have subcommittees as necessary to oversee residential sales and lease control, promote recreational and social activities and publish a periodic bulletin for members. The following shall be Public Relation sub-committees. Each sub-committee shall have its own designated chairman.~~

~~_____ (1) Residential Sub-Committee. Such committee shall be responsible for all new owner/occupant interviews and matters involving Unit sales and leases, including notification of the existing "age fifty five or over" provisions set forth in the Declaration. Such committee shall keep the Secretary and Treasurer informed as to residential changes and shall establish procedures and implement same subject to Board approval for processing new owner/occupant applications, updating and maintaining the applications; checking references and information submitted by new applicants; confirming legal compliance in all regards; submitting applications with recommendation to the Board for approval.~~

~~_____ (2) Newsletter Sub-Committee. A newsletter will be published in a manner, time, and frequency as determined by such committee. Inclusion and/or editing of content shall be in the sole discretion of the committee. All information submitted for consideration shall identify the submitter.~~

~~_____ (3) Rules and Regulation Sub-Committee. Such committee shall be responsible for reviewing the current Rules and Regulations, Association Bylaws, Articles of Incorporation, and Declaration of Condominium for consistency and conformity to law and propose amendments to same as recommended by the committee. Such review shall be undertaken at least every four (4) years.~~

~~_____ (4) Social/Hospitality Sub-Committee. Such committee shall be responsible for planing social events, informing members of upcoming events, as well, informing members by telephone or otherwise, of emergency matters, as necessary, whether or not related to social events.~~

Article XIII § 7 of the Bylaws is amended as follows:

~~SECTION 7. OTHER COMMITTEES. The Board may, from time to time, and in its sound business judgment, create additional temporary or permanent committees to assist the Board in its responsibilities.~~

Article XIV § A of the Bylaws is amended as follows:

A. FINES: In accordance with the provisions of Florida Statutes 718.303(3) the Association may levy a unit or Unit Owner, for the failure of the Unit Owner, the lessee, or any occupant of the unit, to comply with any provision of the Articles of Incorporation, the Declaration of Condominium, the By-laws, or Rules and Regulations, as said Articles of Incorporation, the Declaration of Condominium, the By-laws, or the Rules and Regulations may be amended from time to time. Fines shall be one hundred ten dollars (\$100.00) per violation. However, fines shall be one hundred ten dollars (\$100.00) per day or per violation for a continuing violation, not to exceed a total one thousand dollars (\$1,000.00) per violation.

Article XV of the Bylaws is created as follows:

ARTICLE XV. NOTICE

Whenever written notice is required to be furnished to Members by these Bylaws, the Articles of Incorporation, the Declaration of Condominium, the Association's rules and regulations or by applicable law, such notice shall be deemed to be delivered when emailed to the email address supplied by the Member who has consented to receive notice by email, or when deposited in the U.S. mail, postage prepaid, addressed to the Member's address last appearing on the books of the Association. It is the affirmative duty of each Member to notify the Association, in writing, of the mailing or email address at which they wish to receive notice from the Association.

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 II), Inc., and on behalf of its members, have hereunto affixed their signatures this 29th day of June, 2023.

Witness: Kim Bembry

Printed Name: Kim Bembry

Beverly A. Short
Beverly A. Short, President

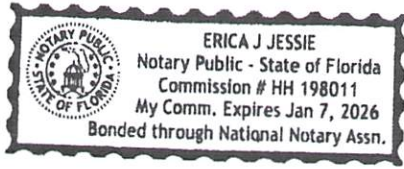
Witness: Erica Jessie

Printed Name: Erica Jessie

ATTESTATION OF SECRETARY:
Donna F. Coates
Donna F. Coates, Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was executed and acknowledged before me by means of physical presence, this 29th day of June, 2023, by Beverly A. Short, as President, and by Donna F. Coates, as Secretary, of Imperial Southgate Villas Condominium Association (Section II), Inc.



Erica Jessie
Notary Public – State of Florida
 Produced Identification
Type of ID Produced: drivers' license