

DECLARATION OF CONDOMINIUM

IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS

Section Two

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, SCOTT KELLY, a single man, hereinafter referred to as "Developer", holds a fee simple title to the following described lands situated in Polk County, Florida, to-wit:

See attached exhibit.

And,

WHEREAS, Developer has heretofore recorded in the Public Records of Polk County, Florida, Condominium documents creating IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section One, wherein the right to create additional Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, was reserved, and pursuant to such reservation Developer now desires to create an additional Section of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, on the above described lands;

And,

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

NOW, THEREFORE, be it known as follows:

I.

Pursuant to the reservations of the Declaration of Condominium for IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section One, mentioned above, Developer does hereby declare the property owned by Developer and first described above, to be Condominium property under the Condominium Act of the State of Florida, now in force and effect, to be known as IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Two, hereinafter referred to as the "CONDOMINIUM",

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and does submit said Condominium property to Condominium ownership pursuant to said Act to be operated and managed in conjunction with all other Sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS. 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 Section 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 this and all 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 Condominium parcels in IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Two, do hereby agree to the foregoing.

II.

The Condominium Units in this Condominium shall be known as: Units 1 through 100 inclusive, and 4-A; 11-A; 17-A; 22-A; 38-A; 53-A; 54-A; 74-A; 82-A; 85-A; 95-A and 100-A.

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 Two, being recorded simultaneously herewith in Condominium Book ONE, Pages 22, 23 + 24 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 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%) percent 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 his 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 or 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 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 expense 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, insofar 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, equipment 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 meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the truck line connection to the Unit or in the Unit itself.

(h) That without the prior permission of the Association, no wires, TV antennas, 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, or patio divider or door.

(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 the 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%) percent per annum. Said 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 the lawns, grounds, roads, walkways, and street lighting.
2. To maintain and paint outside walls and roofs of Units including carport and storage room of member.
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 antenna distribution service to each Unit, with two outlets.
8. To pay on behalf of each Unit each Unit's share of the 99-Year lease payments concerning the leasehold interest of the Association in certain recreational facilities mentioned above.
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 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 furnishings 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.

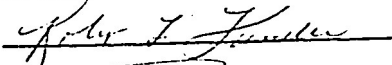
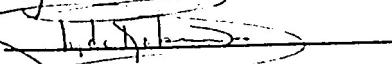
The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing.

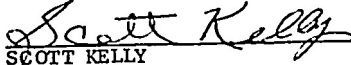
XIII.

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 any 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 has caused his signature and seal to be affixed this 22nd day of October, 1971.

Witnesses:



(Seal)


SCOTT KELLY

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 22nd day of October, 1971, before me, an officer duly authorized to take oaths and acknowledgements in the State of Florida, personally appeared SCOTT KELLY, a single person to me well known to be the person described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal at Lakeland, in the County and State last aforesaid this 22nd day of October, 1971.

Notary Public, State of Florida at Large
My Commission Expires Jan. 5, 1973
Bonded by American Fidelity & Guaranty Co.

Scott Kelly
Notary Public



My commission expires:

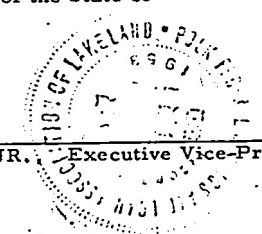
CONSENT OF MORTGAGE HOLDER

THOMAS R. PAYNE, JR., as Executive Vice President, and NELL S. WOOD, as Secretary of POLK FEDERAL SAVINGS & LOAN ASSOCIATION OF LAKELAND, FLORIDA, the owner and holder of a certain mortgage encumbering the property described and set forth in this Declaration of Condominium known as IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section II, do hereby specifically agree to the filing of a Condominium Plat and Declaration of Condominium and consent that said mortgage property be and the same shall constitute Condominium property under the Condominium Act of the State of Florida.

Attest:

Nell S. Wood
NELLS. WOOD, Secretary

Thomas R. Payne, Jr.
THOMAS R. PAYNE, JR.,



Executive Vice-Pres.

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared THOMAS R. PAYNE, JR. and NELL WOOD, well known to me to be the Secretary and Executive Vice President respectively of POLK FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKELAND, FLORIDA, and said individuals severally acknowledged executing the above and foregoing Consent of Mortgage Holder, freely and voluntarily, under authority duly vested in them by said association and that the seal affixed thereto is the true seal of said association.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of October, 1971.

Jean Bernard
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 21, 1972

