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This instrument prepared by:

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 Bartow, FL 33830

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS FOR IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION (SECTION III), INC.

WHEREAS, the Declaration of Condominium for Imperial Southgate Villas Condominium Apartments Section Three was originally recorded on April 10, 1972 in O.R. Book 1435, Page 422 et seq., and has been amended from time to time (“Declaration”);

WHEREAS, the By-laws of Imperial Southgate Villas Condominium Association (Section III), Inc. (“Association”) were originally recorded on April 10, 1972 in O.R. Book 1435, Pages 436 et seq., public records of Polk County, Florida, and have been amended from time to time; (“By-Laws”);

WHEREAS, Article VIII of the Declaration originally provided that the same may be amended without the consent of the condominium’s Developer by the affirmative vote of 2/3rds of the total voting interest of the Association;

WHEREAS, Article VIII of the Declaration was amended in 1998 to provide that the Declaration may be amended by the affirmative vote of 51% of the Association in attendance at a meeting in which a quorum is present and without the consent of the condominium’s Developer;

WHEREAS, pursuant to Article XIV of the By-Laws, the same may be amended by a majority vote of the members present and voting at a duly noticed membership meeting;

WHEREAS, at the duly noticed membership meeting held on September 17, 2022 at which a quorum was present, the below-described amendments to the Declaration were duly and properly approved by vote of more than two-thirds of the total voting interest of the Association; and

WHEREAS, at the duly noticed membership meeting held on September 17, 2022 at which a quorum was present, the below-described amendments to the By-Laws were duly and properly approved by vote of more than two-thirds of the total voting interest of the Association;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of the Association, pursuant to the Condominium Act, the Declaration and the By-Laws, do hereby certify and attest that the foregoing recitals are true and correct and that the following amendments to the Declaration and By-Laws have been duly and properly approved and adopted

by the Association's members (deletions are ~~lined through~~; additions are underlined and words already underlined in the instrument are underlined twice):

Article X(n) of the Declaration is amended as follows:

Each Unit Owner may, but is not required to, shall be and become a member of THE VILLA CLUB (which is, at the time of this amendment, operated by SCOTT KELLY VILLA CLUB, LLC) under such terms and conditions as are agreeable to the Unit Owner and THE VILLA CLUB. Membership is not required by, or compulsory under, this Declaration. No Unit Owner is required by this Declaration to pay any fees or other sums to THE VILLA CLUB solely because they are a Unit Owner. THE VILLA CLUB has no right under this Declaration to lien or otherwise claim or assert any demand, claim or interest against any Unit in the Condominium. The Association is not, by this Declaration, required to pay any fees or other sum to 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 Three, 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 (5) 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 three (3) fiscal 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 canceled 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 calculation for which documentation is not supplied to the Association with THE VILLA CLUB's notification of fee increase. In determining the actual cost 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 Two are also required to be members of THE VILLA CLUB under the provisions of the Declaration 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 percent (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 CUB 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.~~

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

The services and facilities that the Association is to furnish for the benefit of the Condominium, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to a vote of members, shall be; to maintain the common elements of the Condominium, including lawns, grounds, roads, walkways, and street lighting; to maintain the flat roof; paint outside walls of the units of members including the exterior walls of the carport and storage room; provide garbage and trash removal for the Condominium and all units thereof; to provide fire and extended coverage insurance to the value on common elements and each unit structure, to provide public liability insurance, on the common elements; to provide management; to provide a central antenna distribution service to each unit; ~~to pay on behalf of each unit's monthly fee to the Villa Club;~~ to provide water and sewer service for the benefit of each unit.

Each villa owner shall be responsible for the cleaning, sealing, painting, repair and/or replacement of the tile portion of the roof of his/her own Villa with either white/off-white tile or Metro-Metal (Roman style in pearl white, color #70) portion of the roof of his/her own Villa.

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 III), Inc., and on behalf of its members, have hereunto affixed their signatures this 19th day of September, 2022.

Witness: [Signature]

Printed Name: Madison A. Beckett

Witness: [Signature]

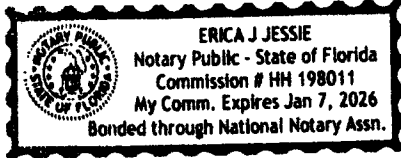
Printed Name: TERESA WARREN

[Signature]
Edgar I. Smith III, President

ATTESTATION OF SECRETARY:
[Signature]
Sherrill Lee, Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was executed and acknowledged before me by means of physical presence, this 19th day of September, 2022, by Edgar I. Smith III, as President, and by Sherrill Lee, as Secretary, of Imperial Southgate Villas Condominium Association (Section III), Inc.



[Signature]
Notary Public – State of Florida
 Produced Identification
Type of ID Produced: drivers' license