



INSTR # 2023127530  
BK 12711 Pgs 1425-1436 PG(s)12  
RECORDED 06/01/2023 10:52:33 AM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES \$103.50  
RECORDED BY terrdavi

This instrument prepared by:

Robert C. Chilton, Esq.  
Boswell & Dunlap LLP  
245 S. Central Avenue  
Bartow, FL 33830

**CORRECTIVE CERTIFICATE OF 2018 AMENDMENTS TO DECLARATION OF CONDOMINIUM FOR  
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION (SECTION III), INC.**

**WHEREAS**, Imperial Southgate Villas Condominium Association (Section III), Inc. ("Association") is the governing association for Section III of Imperial Southgate Villas, a condominium, as described in the Declaration of Condominium for Imperial Southgate Villas Condominium Apartments Section Three originally recorded on April 10, 1972 in O.R. Book 1435, Page 422 et seq., as amended from time to time ("Declaration");

**WHEREAS**, five amendments to the Declaration were duly adopted by the Association's members at a membership meeting held on July 12, 2018: the creation of new language at the end of the Declaration ("First 2018 Amendment"), the creation of Article X(p) of the Declaration ("Second 2018 Amendment"), the creation of Article X(o) of the Declaration ("Third 2018 Amendment"), an amendment to Article X(d) of the Declaration ("Fourth 2018 Amendment") and an amendment to Article X(m) of the Declaration ("Fifth 2018 Amendment");

**WHEREAS**, the First 2018 Amendment, a true copy of which is attached hereto and incorporated herein as **Exhibit A**, was recorded on July 27, 2018 in O.R. Book 10562, Pages 1583-1584, public records of Polk County, Florida;

**WHEREAS**, the Second 2018 Amendment, a true copy of which is attached hereto and incorporated herein as **Exhibit B**, was recorded on July 27, 2018 in O.R. Book 10562, Pages 1585-1586, public records of Polk County, Florida;

**WHEREAS**, the Third 2018 Amendment, a true copy of which is attached hereto and incorporated herein as **Exhibit C**, was recorded on July 27, 2018 in O.R. Book 10562, Pages 1587-1588, public records of Polk County, Florida;

**WHEREAS**, the Fourth 2018 Amendment, a true copy of which is attached hereto and incorporated herein as **Exhibit D**, was recorded on July 27, 2018 in O.R. Book 10562, Pages 1589-1590, public records of Polk County, Florida;

**WHEREAS**, the Fifth 2018 Amendment, a true copy of which is attached hereto and incorporated herein as **Exhibit E**, was recorded on July 27, 2018 in O.R. Book 10562, Pages 1591-1592, public records of Polk County, Florida;

**WHEREAS**, although the 2018 amendments were duly adopted and approved by the Association's members on July 12, 2018, the recorded First 2018 Amendment, Second 2018 Amendment, Third 2018 Amendment, Fourth 2018 Amendment and Fifth 2018 Amendment were not executed with the formalities of a deed and do not identify the Declaration's recording information; and

**WHEREAS**, the Association's Board of Directors deems it prudent to correct any perceived deficiencies in the format of the recorded First 2018 Amendment, Second 2018 Amendment, Third 2018 Amendment, Fourth 2018 Amendment and Fifth 2018 Amendment to the Declaration;

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS** that the undersigned, on behalf of the Association, pursuant to the Condominium Act, the Declaration and applicable law, do hereby certify and attest that the foregoing recitals are true and correct and that the five Amendments to the Declaration attached hereto as **Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E** were duly and properly approved and adopted by the Association's members on July 12, 2018.

**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 18 day of May, 2023.

Witness:

Beverly Putnam

Printed Name:

Beverly Putnam

Edgar I. Smith III, President

Witness:

Julie Raebig

Printed Name:

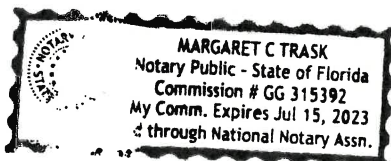
Julie Raebig

**ATTESTATION OF SECRETARY:**

Sherrill Lee, Secretary

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing was executed and acknowledged before me by means of physical presence, this 18 day of May, 2023, by Edgar I. Smith III, as President, and by Sherrill Lee, as Secretary, of Imperial Southgate Villas Condominium Association (Section III), Inc.



McInnis  
Notary Public – State of Florida

Type of ID Produced: personally known



**Imperial Southgate Villa's  
Condominium Association Inc -Section III**  
P. O. Box 2852  
Lakeland, Florida 33806

**INSTR # 2018160399**  
BK 10562 Pgs 1583-1584 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### **Amendment Addition to Declaration of Condominium**

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Documents.

#### **NEW ADDITION TO DOCUMENTS**

##### **To Read As Follows:**


As required by Chapter 718 of the Florida Statutes, the Owner is required to provide a complete set of condominium documents to the new owner. The new owner should review Association Documents before attending the Pre-purchase Interview with the Association Interview Committee. This interview with the committee is to be held prior to closing.

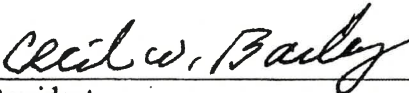
Requests for copies of any missing documents should be made in writing to the Board of Directors with advanced payment of \$25.00.

Requests for replacement keys for the Clubhouse/Pool key must be made in writing to the Board of Directors with advanced payment of \$5.00.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

By   
President

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

**Exhibit A**

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. Walker Deputy Clerk





Imperial Southgate Villa's  
Condominium Association Inc -Section III  
P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160400  
BK 10562 Pgs 1585-1586 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment Addition to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Article X.

#### New Reading:

ARTICLE X, SECTION P Each unit owner is allowed a 3' flower garden area around the perimeter of unit. Unit owner must present a written request for approval from Board of Directors outlining a plan for a larger garden area. Each unit owner will maintain any established garden areas. All shrubs will be maintained at a height not to exceed the height of the window sills. All window sills are to be empty and void of any flower pots of any shape or size. No trees or shrubs shall be planted by owners without written consent of the Board. In the event an owner fails to maintain the garden areas after written notice and the (14) fourteen days to remedy the condition the association will hire a gardening contractor of their choice to remedy the condition and bill the costs to the owner.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

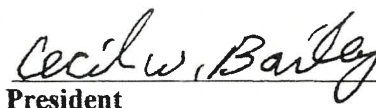
By   
President

Exhibit B

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day Jul 27, 2018. Redacted ☐ Unredacted/law ☒  
By Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. McSwain Deputy Clerk



**Imperial Southgate Villa's  
Condominium Association Inc -Section III**  
P. O. Box 2852  
Lakeland, Florida 33806

**INSTR # 2018160401**  
BK 10562 Pgs 1587-1588 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### **Amendment Addition to Declaration of Condominium**


Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Article X.

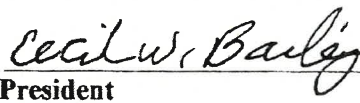
#### **New Reading:**

**ARTICLE X Section O** Carport and exterior patio areas are not intended for storage. When necessary to store construction materials and household items in these areas the owner will notify the Board in writing and provide an approximate time in which the items will be stored in these locations.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

By   
President

**Exhibit C**

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared In person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. Walker Deputy Clerk



**Imperial Southgate Villa's  
Condominium Association Inc -Section III**  
P. O. Box 2852  
Lakeland, Florida 33806

**INSTR # 2018160402**  
BK 10562 Pgs 1589-1590 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrown

### **Amendment to Declaration of Condominium**

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to amend Article X, Section d, *which previously read:*

**ARTICLE X: (d)** ~~Effective with the recorded date, no unit shall be rented or leased. Any unit currently leased shall be grand fathered until the lessee terminates the lease or vacates the unit. Only immediate family members defined as parent, grandparent, adult child, or adult sibling shall be permitted to occupy a unit not occupied by the owner. The owner is responsible for providing the proper documents to the new resident or the sales agent and returning the signed forms from the new resident to the President.~~


*To Read As Amended:*

**ARTICLE X: (d)** A unit purchased after June 26, 2007 may be leased for a period of time no less than one (1) year to a direct relative of the deeded owner. A copy of the executed lease agreement between the owner and the tenant, an emergency contact information form and an interview with the Interview Committee must be completed prior to the tenant occupying the unit.

Units purchased prior to June 26, 2007 will be grand fathered to a rental period no less than one (1) year. And the owner must provide a copy of the executed lease agreement, an emergency contact information form and schedule an interview with the Interview Committee prior to the tenant occupying the unit.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

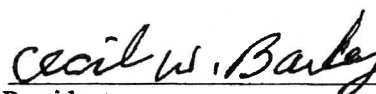
By   
President

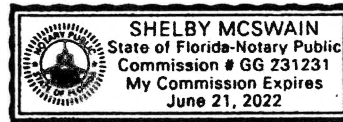
Exhibit D

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. Walker Deputy Clerk



Imperial Southgate Villa's  
Condominium Association Inc -Section III

P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160403  
BK 10562 Pgs 1591-1592 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to amend Article X, Section M, *which previously read:*

ARTICLE X, Section M " ~~That no sign 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.~~"

*To Read As Amended:*

ARTICLE X, Section M, No signs of any type shall be displayed or maintained on any part of common elements where same may be visible.


"For Sale" signs must be placed in the front window, size no larger than 24" x 30" must be professional in design, no hand-written signs allowed.

Under the Florida Condominium Statutes an owner may not be prohibited from flying the American Flag. The flag may be on a wall bracket or on a pole not to exceed (20) twenty feet in height and be placed within the (3) three feet allowable flower bed. A written request to install the flag must be approved by the Board of Directors prior to installing wall bracket or pole.

Decorative garden flags are allowed if not of objectionable content.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

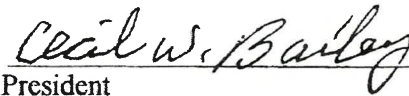
By   
President

Exhibit E

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ☒  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By [Signature] Deputy Clerk



INSTR # 2022255474  
BK 12426 Pgs 1636-1640 PG(s) 5  
RECORDED 09/20/2022 04:05:33 PM  
STACY M. BUTTERFIELD, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES \$44.00  
RECORDED BY elizhovi

This instrument prepared by:

R-Office  
box

Robert C. Chilton, Esq.  
Boswell & Dunlap LLP  
245 S. Central Avenue  
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 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.~~

**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.**

**[continue to following page]**

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

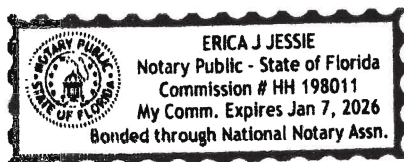
[Signature]  
Edgar I. Smith III, President

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



Imperial Southgate Villa's  
Condominium Association Inc -Section III  
P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160400  
BK 10562 Pgs 1585-1586 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment Addition to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Article X.

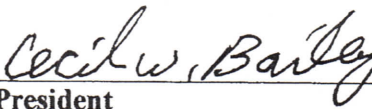
#### New Reading:

ARTICLE X, SECTION P Each unit owner is allowed a 3' flower garden area around the perimeter of unit. Unit owner must present a written request for approval from Board of Directors outlining a plan for a larger garden area. Each unit owner will maintain any established garden areas. All shrubs will be maintained at a height not to exceed the height of the window sills. All window sills are to be empty and void of any flower pots of any shape or size. No trees or shrubs shall be planted by owners without written consent of the Board. In the event an owner fails to maintain the garden areas after written notice and the (14) fourteen days to remedy the condition the association will hire a gardening contractor of their choice to remedy the condition and bill the costs to the owner.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

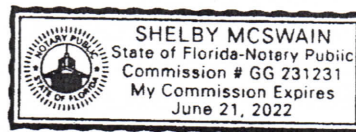
By   
President



STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day Jul 27, 2018. Redacted    Unredacted/law    ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. McSwain Deputy Clerk



*Imperial Southgate Villa's  
Condominium Association Inc -Section III*

P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160401  
BK 10562 Pgs 1587-1588 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment Addition to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Article X.

#### New Reading:

ARTICLE X Section O Carport and exterior patio areas are not intended for storage. When necessary to store construction materials and household items in these areas the owner will notify the Board in writing and provide an approximate time in which the items will be stored in these locations.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

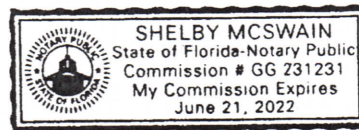
Betty Kelly  
Secretary

By Cecil W. Bailey  
President

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared In person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

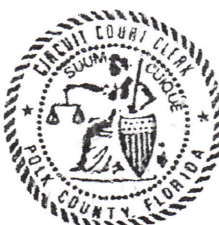
Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul-27, 2018. Redacted ☐ Unredacted/law ☒  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By [Signature] Deputy Clerk



**Imperial Southgate Villa's  
Condominium Association Inc -Section III**  
P. O. Box 2852  
Lakeland, Florida 33806

**INSTR # 2018160399**  
BK 10562 Pgs 1583-1584 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### **Amendment Addition to Declaration of Condominium**

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to add the following new reading to Documents.

#### **NEW ADDITION TO DOCUMENTS**

##### **To Read As Follows:**

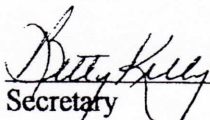
As required by Chapter 718 of the Florida Statutes, the Owner is required to provide a complete set of condominium documents to the new owner. The new owner should review Association Documents before attending the Pre-purchase Interview with the Association Interview Committee. This interview with the committee is to be held prior to closing.

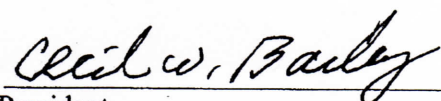
Requests for copies of any missing documents should be made in writing to the Board of Directors with advanced payment of \$25.00.

Requests for replacement keys for the Clubhouse/Pool key must be made in writing to the Board of Directors with advanced payment of \$5.00.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

By   
President

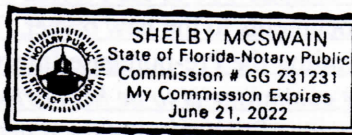
CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT



STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of JULY, 2018.



Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted ☐ Unredacted/law ☒  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. Walker Deputy Clerk



Imperial Southgate Villa's  
Condominium Association Inc -Section III  
P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160403  
BK 10562 Pgs 1591-1592 PG(5)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to amend Article X, Section M, *which previously read:*

ARTICLE X, Section M " ~~That no sign 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.~~"

*To Read As Amended:*

ARTICLE X, Section M, No signs of any type shall be displayed or maintained on any part of common elements where same may be visible.

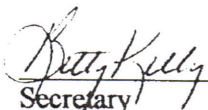
"For Sale" signs must be placed in the front window, size no larger that 24" x 30" must be professional in design, no hand-written signs allowed.

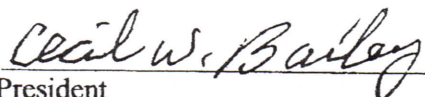
Under the Florida Condominium Statues an owner may not be prohibited from flying the American Flag. The flag may be on a wall bracket or on a pole not to exceed (20) twenty feet in height and be placed within the (3) three feet allowable flower bed. A written request to install the flag must be approved by the Board of Directors prior to installing wall bracket or pole.

Decorative garden flags are allowed if not of objectionable content.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

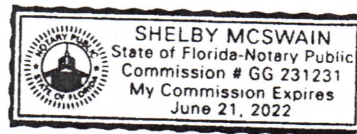
By   
President

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 27 day of JULY, 2018.



\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By [Signature] Deputy Clerk





Imperial Southgate Villa's  
Condominium Association Inc -Section III  
P. O. Box 2852  
Lakeland, Florida 33806

INSTR # 2018160402  
BK 10562 Pgs 1589-1590 PG(s)2  
RECORDED 07/27/2018 11:00:16 AM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$18.50  
RECORDED BY samabrow

### Amendment to Declaration of Condominium

Pursuant to the authority in Articles VIII of the Declaration of Condominium, Imperial Southgate Villa's Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held July 12, 2018, with a quorum present the Association membership voted to amend Article X, Section d, *which previously read:*

**ARTICLE X: (d)** ~~Effective with the recorded date, no unit shall be rented or leased. Any unit currently leased shall be grand fathered until the lessee terminates the lease or vacates the unit. Only immediate family members defined as parent, grandparent, adult child, or adult sibling shall be permitted to occupy a unit not occupied by the owner. The owner is responsible for providing the proper documents to the new resident or the sales agent and returning the signed forms from the new resident to the President.~~

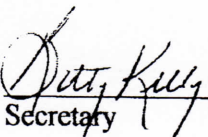
*To Read As Amended:*

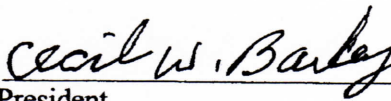
**ARTICLE X: (d)** A unit purchased after June 26, 2007 may be leased for a period of time no less than one (1) year to a direct relative of the deeded owner. A copy of the executed lease agreement between the owner and the tenant, an emergency contact information form and an interview with the Interview Committee must be completed prior to the tenant occupying the unit.

Units purchased prior to June 26, 2007 will be grand fathered to a rental period no less than one (1) year. And the owner must provide a copy of the executed lease agreement, an emergency contact information form and schedule an interview with the Interview Committee prior to the tenant occupying the unit.

ATTESTED:

Imperial Southgate Villa's Condominium Association  
Section III, Inc.

  
Secretary

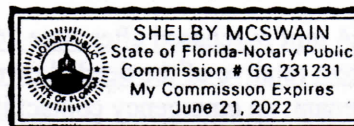
By   
President

CERTIFICATION ON LAST PAGE  
STACY M. BUTTERFIELD  
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared in person, as President of Imperial Southgate Villa's Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument(s) as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

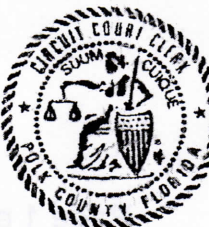
Witness my hand and official seal in the County and State named above, this 27 day of July, 2018.



Notary Public

My commission expires: \_\_\_\_\_

SEAL



I hereby certify that the foregoing is a true copy of the record in my office this day, Jul 27, 2018. Redacted \_\_\_ Unredacted/law ✓  
Stacy M. Butterfield, Clerk of Court Polk County, Florida  
By S. Walker Deputy Clerk

80 JUL 17 AM 11:22

AMENDMENT TO DECLARATION OF CONDOMINIUM  
 IMPERIAL SOUTHGATE VILLAS CONDOMINIUM  
ASSOCIATION (SECTION III), INC.

Pursuant to the authority contained in Articles VIII and XIII of the Declaration of Condominium, Imperial Southgate Villas Condominium Association (Section III), Inc., at the third annual meeting of the Condominium Association, held Wednesday, February 13, 1980, with a quorum present, the Association membership proposed and voted, by a favorable two-thirds (2/3) of the membership, to Amend Article X (a), which previously read:

"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."

To read as Amended:

"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, except for such alterations and additions as may receive prior permission in writing from the Board of Directors."

Written consent of the Amendment has been obtained by each institutional lender holding a first Mortgage upon any Condominium parcel or parcels of Imperial Southgate Villas Condominium Association (Section III), Inc.

Imperial Southgate Villas  
 Condominium Association  
 (Section III), Inc.

W. Grace Whitley

By:

James P. Murphy  
 PRESIDENT

Shirley K. Frank  
 Two witnesses as to  
 President

This Instrument Prepared By: Mark E. Clements, of Christy F. Harris, P.A.  
 2012 South Florida Avenue, Post Office Box 2451,  
 Lakeland, Florida, 33803 - Phone: (813) 683-7567

700  
 pd

7519

STATE OF FLORIDA,  
COUNTY OF POLK.

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James P. Murphy, as President of Imperial Southgate Villas Condominium Association (Section III), Inc., a Florida corporation, known to me to be the person described in and who executed the foregoing Instrument as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 5th day of June, 1980.

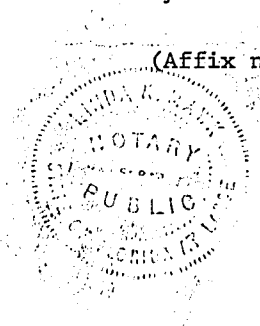
Linda K. Mark  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 3 1982  
UNDER THE GENERAL INS. UNDERWRITERS

(Affix notarial seal)

(12-3-82)



FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
BY mo D.G.

POLK 240781

R-

**IMPERIAL SOUTHGATE VILLAS**  
**Condominium Association, Section III**  
P.O. Box 2852 Lakeland, Florida 33806  
**Amendment to Declaration of Condominium**

**Declaration of Condominium:**

**Current Language:**

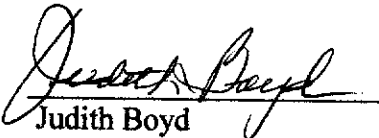
Article X: (d) ~~That except for sale or leasing thereof by Developer, or any institutional lending, no parcel or Unit shall be sold or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent 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 (1) year. (1984 amendment)~~


**Proposed Change to Declaration of Condominium:**

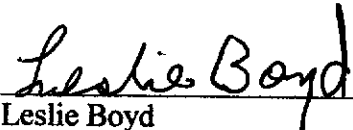
Article X: (d)

Effective with the recorded date, no unit shall be rented or leased. Any unit currently leased shall be grand fathered until the lessee terminates the lease or vacates the unit. Only immediate family members defined as parent, grandparent, adult child, or adult sibling shall be permitted to occupy a unit not occupied by the owner. The owner is responsible for providing the proper documents to the new resident or the sales agent and returning the signed forms from the new resident to the President.

Underlined is added to the above Article X: [d]

  
Judith Boyd  
President

  
Audrey Owens  
Vice President

  
Leslie Boyd  
Secretary

INSTR # 2007136456  
BK 07339 PGS 1214-1215 PG(s)2  
RECORDED 06/27/2007 09:03:49 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 18.50  
RECORDED BY M Mathis

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Judith Boyd, as President of Imperial Southgate Villas Condominium Association Section III, Inc. a Florida corporation, known to me to be the person described in and who executed the foregoing Instrument as such officer and she acknowledged before me that she executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this

26<sup>th</sup> day of June, 2007.

Lucy Carroll  
NOTARY PUBLIC

My commission expires:

[Affix notaries seal]



AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM  
ASSOCIATION (SECTION III), INC.

Pursuant to the authority contained in Articles VIII of the Declaration of Condominium, Imperial Southgate Villas Condominium Association (Section III), Inc. at a Special Meeting of the Condominium Association held March 30, 2001, with a quorum present, the Association membership proposed and voted, by a favorable 51% of the membership, to amend Article X (g), which previously read:

"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, 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 trunk line connection to the Unit or in the Unit itself."

To read as Amended:

"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, 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 trunk line connection to the Unit or in the Unit itself, except that if it is determined that a sewage backup has been caused by roots that have grown through the sewer pipe which connects the trunk line to the Unit, then the Association will be responsible for the cost of repair, but only the cost of the removal of the offending roots and the repair of any pipe damaged by the roots. It will be the owner's responsibility to secure the services of a plumber. If the plumber determines that the problem is caused by roots, the owner will then contact the Board of Directors for the approval of repairs. The plumber must confirm, in writing, the reason for the blockage and send said confirmation to the Board of Directors"

Imperial Southgate Villas  
Condominium Association  
(Section III), Inc.

*Bruce L. Langford*  
*Janice H. [Signature]*  
Two witnesses as to President



Wanda S. Durecher, President  
MY COMMISSION # CC788637, EXPIRES  
October 18, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

By: *Caroline C. Hussey-Dean*  
*Wanda Durecher*

CAROLINE C. HUSSEY-DEAN  
155 IMPERIAL SOUTHGATE VILLA  
LAKELAND, FL 33803

INSTR # 2001113714 ON BK 4739 PG 1008 RECD 07/02/2001 10:46 AM  
RICHARD M. WEISS, CLERK OF COURT, POLK COUNTY  
DEPUTY CLERK E Costa



**IMPERIAL SOUTHGATE VILLAS  
SECTION III**

**March 30, 2001**

**Board Members Attending:** Joe Bonser Caroline Hussey-Deen, Mary Ann Hargrove, Bruce Langford, Jim Lederer and Agnes Sanders

**Board Members Absent:** Lee Anderson, Leslie Boyd and Pam Kendrick.

Caroline called meeting to order and opened the floor for questions regarding the amendment. Amendment was passed with 51% approving changes to Amendment.

Audit Committee report given by Jim Lederer, advises that all records are clear.

Jack Winski of Villa #152, requests that Section II send crew to clean our streets where their paving company left extensive tar tracks.

Caroline advised that a covered dish dinner is being planned for the month of April.

Meeting adjourned.

LESLIE BOYD  
165 IMPERIAL SOUTHGATE VILLAS  
R- LAKELAND, FL. 33803

IMPERIAL SOUTHGATE VILLAS  
CONDOMINIUM ASSN.... SEC III, Inc. 03/12/98  
Amendment to Declaration of Condominium

DEPT 115 9.00  
DEPT 291 1.50  
178 #  
CHECKS 10.50  
5254A

(Recorded Book 1435 Page 426, Records of Polk County, Florida)

Pursuant to the authority contained in Section VIII of the above mentioned Declaration of Condominium of Imperial Southgate Villas Condominium Association, Section III, Inc. At the twenty-first Annual Meeting held Wednesday, February 11, 1998, with a quorum present, the Association membership proposed and voted by a favorable vote of more than 67% of the eligible members, to amend Section VIII.

Which previously read

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%) 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.

To read as amended:

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%) 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 fifty-one (51%) of the Association in attendance at a meeting in which a quorum is present, without the 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.

IMPERIAL SOUTHGATE VILLAS  
CONDOMINIUM ASSOCIATION, SEC. III, Inc.

By Leslie Boyd  
President FL Lic # B300-534-39-010-0

3990 1196  
POLK OFFREC. PAGE

98 MAR 12 AM 11:11

036507

PRW

STATE OF FLORIDA

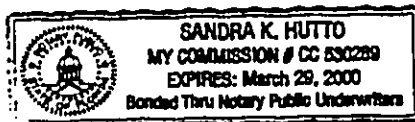
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Leslie Boyd as President of Imperial Southgate Villas Condominium Association, Section III, Inc., a Florida Corporation, known to me to be the person described in and who executed the foregoing Instrument as such officer and he acknowledged before me that he executed the same on behalf of said corporation.

Witness my hand and official seal in the County and State named above, this 2nd day of March, 1998.

Sandra K. Hutto  
Notary Public

My Commission expires



SEAL

POLK OFFREC. PAGE

3990 1197

AMENDMENT TO DECLARATION OF CONDOMINIUM

**IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS  
SECTION THREE**

THE UNDERSIGNED, James P. Murphy, being President of Imperial Southgate Condominium Association (Section III), Inc., hereby certifies that by two-thirds vote of the members of the Association at the annual meeting held on February 10, 1993, the Declaration of Condominium for the Imperial Southgate Villas Condominium Apartments, Section Three, as heretofore recorded in O.R. Book 1435, at Page 422, 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 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 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

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 Two 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 III), INC., by its duly authorized officers, have hereunto affixed the corporation signature and seal this 22nd day of March, 1993.

ATTEST:

IMPERIAL SOUTHGATE CONDOMINIUM  
ASSOCIATION (SECTION III), INC.

Margaret T. Bremmer  
Margaret T. Bremmer, Secretary

By: James P. Murphy  
James P. Murphy, President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Amendment to Declaration of Condominium was acknowledged before me this 22nd day of March, 1993, by James P. Murphy and Margaret T. Bremmer, President and Secretary, respectively, of Imperial Southgate

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

Marilyn A. Schulze  
Signature of Person Taking Acknowledgment

Name of Acknowledger	MARILYN A. SCHULZE
Typed, Printed or Stamped	Notary Public, State of Florida
Title or Rank	My comm. expires Mar. 29, 1994 Comm. No. AA746278

Serial Number, if any

3271 0571  
POLK OFF. REC. PAGE

**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 Three.

ATTEST:

SCOTT KELLY CORPORATION

Scott Kelly  
Scott Kelly, Secretary

By: Scott Kelly  
Scott Kelly, President  
REPT 115 17.00  
DEPT 371 2.50  
3671 #  
CHECKS 19.50  
4022ARIM

(CORPORATE SEAL)

08/12/93

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Consent of Developer to Amendment to Declaration of condominium was acknowledged before me this 2nd day of April, 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	MARILYN A. SCHULZE
Typed, Printed or Stamped	Notary Public, State of Florida
Title or Rank	My comm. expires Mar. 29, 1994 Comm. No. AA746278

Serial Number, if any

K02092AD.3

FILED, RECORDED, AND  
RECORD VERIFIED  
E.D. "Bud" DIXON, Clk. Ct.  
POLK COUNTY, FLA.  
BY 1005- DL



AMENDMENT OF  
DECLARATION OF CONDOMINIUM

IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS

Section Three

KNOW ALL MEN BY THESE PRESENTS; That,

WHEREAS, SCOTT KELLY has heretofore caused to be recorded in the Public Records of Polk County, Florida, a Declaration of Condominium creating IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Three; and

WHEREAS, said SCOTT KELLY conveyed said lands to SCOTT KELLY CORPORATION, a Florida corporation, which corporation is the owner of in excess of fifty-one (51%) percent of the Units of the Condominium and holds in excess of fifty-one (51%) percent of the voting rights of the Condominium; and,

WHEREAS, said SCOTT KELLY CORPORATION desires to Amend the Declaration of Condominium for IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Three, in certain particulars.

NOW, THEREFORE, be it known as follows:

1.

Paragraph XI of the Declaration of Condominium for IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, Section Three, as recorded in O. R. Book 1435, at pg. 422 et seq., of the Public Records of Polk County, Florida, is hereby amended to extend the reserved management term from two to five years.

2.

Except as heretofore amended the said Declaration of Condominium is hereby ratified and confirmed.

SCOTT KELLY  
PO BOX 2686  
MCKINNEY, FLA, 33802

6.00  
Pd

5761

IN WITNESS WHEREOF, SCOTT KELLY CORPORATION has hereunto  
caused its signature and seal to be affixed this 5th day of  
December, 1973.

SCOTT KELLY CORPORATION  
(a Florida corporation)

By Scott Kelly  
Scott Kelly, President

WITNESSES:

Sarah A. Hays  
Patricia K. Kelly

STATE OF FLORIDA )  
COUNTY OF POLK )

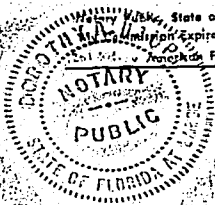
THE FOREGOING instrument was acknowledged before me this  
5th day of December, 1973, an officer duly authorized  
and qualified to take acknowledgments of

SCOTT KELLY  
of SCOTT KELLY CORPORATION, a Florida corporation, on behalf of  
the corporation.

My Commission Expires:

Sarah A. Hays  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires March 29, 1977  
Notary Public, Fire & Casualty Co.



FILED, RECORDED AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
D.C.

-2-  
700219

DECLARATION OF CONDOMINIUM

## IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS

## Section Three

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 Three, 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 Three, do hereby agree to the foregoing.

II.

The Condominium Units in this Condominium shall be known as: Units No. 137 through 228 inclusive.

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 Three, being recorded simultaneously herewith in Condominium Book 1, Pages 30, 31, 32 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 meeting 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 proches, 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 to 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 monthly fee to The Villa Club.
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 6th day of April , 1972.

Witnesses:

Stanley A. Skup  
Sim D. Morrow  
 (Seal)

Scott Kelly  
 SCOTT KELLY

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this 6th day of April, 1972, 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 6th day of April, 1972.



Heriberto A. Nunez  
Notary Public

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 22, 1973  
BONDED THRU FRED W. DISTELHORST

ATTACHMENT

REF 1435 PAGE 435

Begin at the Southeast Corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 28 South, Range 23 East, Polk County, Florida, and run North  $00^{\circ}13'10''$  West along the East boundary of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36 a distance of 738.02 feet, thence run South  $89^{\circ}45'20''$  West 230.00 feet, thence North  $00^{\circ}14'40''$  West 106.23 feet, thence North  $89^{\circ}39'00''$  West 346.55 feet, thence South  $45^{\circ}00'00''$  West 50.00 feet, thence South  $45^{\circ}00'00''$  East 84.55 feet, thence South  $00^{\circ}02'00''$  West 748.42 feet to the South boundary of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , thence South  $89^{\circ}46'55''$  East, along said South boundary, 555.82 feet to the Point of Beginning; said tract containing 10.24 acres, more or less.

BY-LAWS  
IMPERIAL SOUTHGATE VILLAS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.  
PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 404 Imperial Boulevard, Lakeland, Polk County, Florida. The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II.  
MEMBERS

Section 1: Initial and Subsequent Members. Those persons or Corporations who presently own or hereafter acquire title to Units in all sections of IMPERIAL SOUTHGATE VILLAS CONDOMINIUM APARTMENTS, hereinafter referred to as the "CONDOMINIUM", shall be members.

Section 2: Voting Rights. There shall only be allowed one (1) vote per Unit, said vote, in the event of joint ownership of a Unit, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership. Whenever a member ceases to become an owner of a Unit in the Condominium his membership shall then and there automatically terminate.

Section 4: Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III.  
MEETING OF MEMBERS

Section 1: Annual Meeting. An Annual Meeting of the members shall be held at the office of the corporation on the 10th day of January of each year, beginning with the year 1972, at the hour of 10:00 o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the Meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Florida, such Meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as conveniently may be.

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Section 2: Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than a majority of the Units.

Section 3: Place of Meetings. The Board of Directors may designate any place within Polk County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such Meeting shall take place at the office of the Corporation, Polk County, Florida.

Section 4: Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a Special Meeting, or when required by Statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 5: Informal Action by Members. Any action requested by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting of a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum. The members holding two-thirds (2/3rds) of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration or Declarations of Condominium for the Condominium, these By-Laws or the Charter of the Corporation, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized Attorney-in-Fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 8: Voting by Mail. Where Directors or Officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.



ARTICLE IV.  
BOARD OF DIRECTORS

Section 1: General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be members of the Corporation.

Section 2: Number, Tenure and Qualifications. The members of the Corporation shall at each Annual Meeting determine the number of Directors of the Corporation for the following year, which said number shall in no event be less than three (3). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next Annual Meeting of the members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next Annual Meeting of the members and until his successor shall have been elected and qualified, or until removed by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings. A regular Annual Meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of Members.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Polk County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice. Notice of any Special Meeting of the Board of Directors shall be given at least ten (10) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Vacancies. Any vacancy in the Board of Directors and any directorship to be filled by reason of death, disability, resignation, or removal, shall be filled through election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9: Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

#### ARTICLE V. OFFICERS

Section 1: Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the officers of President and Secretary.

Section 2: Election and Term of Office. The present officers of the Corporation or their successors as elected by the Board of Directors of the Corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the Corporation. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served

thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6: Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section 7: Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8: Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required on behalf of the Corporation and documents attested under its Seal duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to

time may be assigned to him by the President or by the Board of Directors.

Section 9: Assistant Treasurers, and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or the Board of Directors.

Section 10: Compensation. Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

#### ARTICLE VI COMMITTEES

Section 1: Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2: Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof.

Section 3: Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4: Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5: Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII  
CONTRACTS, CHECKS, DEPOSITS  
AND FUNDS

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc. All checks, drafts or order for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

Section 3: Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII  
CERTIFICATES OF MEMBERSHIP

Section 1: Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the Seal of the Corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof. The name or names appearing on such certificate and unit number shall be entered in the records of the Corporation.

Section 2: Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if

the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX  
BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X  
FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI  
DUES, FEES, CHARGES, ASSESSMENTS

Section 1: Dues and Assessments. The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the Corporation with sufficient funds to meet the obligations of the Corporation and furnish the facilities and services to the Units of the Condominium which the Corporation is obliged to furnish, all on a non-profit basis and each Unit to bear only its pro-rata share of same, as provided in the Declaration of Condominium. 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 vote of the members, shall be: to maintain the common elements of the Condominium including lawns, grounds, roads, walkways and street lighting; to maintain and paint outside walls and roofs of the units of members including carport and storage rooms, provide garbage and trash removal for the Condominium and all units thereof; to provide fire and extended coverage insurance to the value thereof on the common elements and each unit; to provide public liability insurance on the common elements; to provide professional management; to provide a central television antennae distribution service to each unit; to pay on behalf of each unit each unit's monthly fees to The Villa Club; to provide water and sewer service for the benefit of each unit; to provide existing fire protection so long as available at existing rates.

Section 2: Default. When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1, of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable Attorney's fee.

ARTICLE XII

SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal for 1970".

ARTICLE XIII

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at a regular Annual Meeting, or a Special Meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of such Meeting, of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting.

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FILED, RECORDED AND  
RECORD VERIFIED  
PAUL VAUGHN, CLK. CIR. CT.  
POLK COUNTY, FLA.  
BY 715 D.Q.