



INSTR # 2014068660
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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$44.00
RECORDED BY robepleh

Submitted by:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, Florida 33511
(813) 653-3800 • (863) 687-0780

**AMENDMENT TO THE DECLARATION
OF
IMPERIAL PLACE**

The Amendment to the Declaration of Condominium of Imperial Place is made and entered into as of the 4th day of April, 2014, by and among the undersigned officers of Imperial Place Condominium Association, Inc., pursuant to Florida Statute Chapter 718, constitutes this Amendment to the Declaration of Condominium of Imperial Place as recorded in the Public Record, Book No. 2288, Pages 1844, et sec. in the Public Records of Polk County, Florida.

BACKGROUND

A. Collectively, two-thirds (2/3) of all voting rights of all Unit Owners have voted in favor of the approval of these Amendments to the Declaration of Condominium.

B. Imperial Place Condominium is subject to that certain Declaration of Condominium for Imperial Place dated October 19, 1983, and recorded on September 14, 1984 in the Official Records Book 2288, Pages 1844, et seq. (the "Declaration").

C. In compliance with the provisions as set forth in Section 22 of the Declaration, the Owners decide to amend the Declaration as provided in this Amendment.

NOW THEREFORE, the Association hereby declares that the Declarations are amended as follows:

a. Section 16 is redacted in its entirety and is hereby amended to read in its entirety as follows:

Section 16. *Subordination of Assessment Lien to Mortgages.* The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or

transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

NOW, THEREFORE, the Association hereby declares that this Declaration is further amended by adding the following as Section 18.1 to the Declaration, entitled "*Remedies for Default*," which states in addition to the language already included in the Declarations, the following:

Section 18.1 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 718.303 of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

18.1.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

18.1.2. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest

or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

18.1.3. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

18.1.4. The Violations Committee may impose Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is a %1,000.00 cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may not exceed \$1,000.00 in the aggregate. The provisions regarding the suspension of use rights does not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.

IN WITNESS thereof, the undersigned has signed and sealed this Amended Declaration this 4th day of April, 2014.

IMPERIAL PLACE CONDOMINIUM
ASSOCIATION, INC.

By: Robin Heistand
Robin Heistand, President

Janet L. Miley
WITNESS SIGNATURE
Janet L. Miley
Printed Name of Witness

Printed Name of Witness

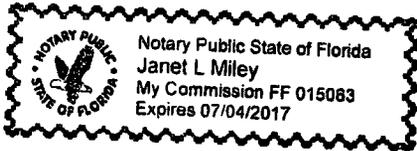
STATE OF FLORIDA
COUNTY OF Polk

BEFORE ME personally appeared Robin Heistand, who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 4th day of April, 2014.

Janet L. Miley
Notary Public, State of Florida

Janet L Miley
Print, Type or Stamp Name of Notary



Personally known to me, or
 Produced identification
Type of identification produced:

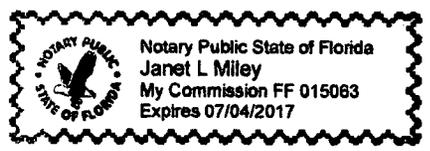
[Signature]
WITNESS SIGNATURE
Stephen Zast II
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Polk

BEFORE ME personally appeared Robin Heistand, who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 4th day of April, 2014.

[Signature]
Notary Public, State of Florida
Janet L. Miley
Print, Type or Stamp Name of Notary



Personally known to me, or
 Produced identification
Type of identification produced:

IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC.

By: [Signature], Secretary
Treasurer

[Signature]
WITNESS SIGNATURE
Janet L. Miley
Printed Name of Witness

[Signature]
WITNESS SIGNATURE
Sher Thrush