

DECLARATION OF CONDOMINIUM  
OF  
IMPERIAL PLACE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby submit to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, the following described land and improvements thereon and all improvements hereafter erected thereon situate, lying and being in the County of Polk, State of Florida, to-wit:

EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, is incorporated herein by reference and all provisions thereof shall apply to this condominium except that this Declaration and the Exhibits incorporated herein shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Act.

2. NAME. The name by which this condominium shall be known and identified is IMPERIAL PLACE, A CONDOMINIUM.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "B". The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "B" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "B". In the event the actual physical location of any unit at any time does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations,

EXHIBIT "1"  
TO OFFERING CIRCULAR

1984 SEP 14 PM 2:35

664302

Facet Properties  
P.O. Box 5830  
Lakeland, FL 33807

Condominium Map Exhibits Showing Imperial Place  
Filed in Condominium Plat Book 7 Pages 29-31,  
this Sept. 14th, 1984

pd/10/10

3705

dimensions and descriptions contained in Exhibit "B" and subsequent amendments. In the event of a total or substantial destruction of any building, the location, dimensions and descriptions of the respective units as contained in Exhibit "B" and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

The undivided share in the common elements appurtenant to each unit and the proportion of sharing common expenses and owning common surplus shall be 1/50th.

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units of Imperial Place. The common elements shall include but not be limited to:

- a. All of the above described land.
- b. All improvements and parts thereof which are not included within the boundaries of the respective condominium units.
- c. Any utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies including easements through the units necessary to provide such services.
- d. All parking areas (except corporate designated limited common elements), driveways, and other means of ingress and egress.
- e. All electrical apparatus and wiring, plumbing pipes, and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies.
- f. All tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners.
- g. All structural beams, posts and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building.

h. Alterations, additions and further improvements to the common elements.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as Association. All persons owning a vested present interest in the fee title to any of the condominium units in Imperial Place, which interest is evidenced by a proper instrument duly recorded in the Public Records of said county, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "C". The Bylaws governing the operation of the condominium and the Association are attached hereto and marked Exhibit "D". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

7. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled

shall be apportioned among the owners as their interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

COMMON EXPENSES: The common expenses shall include:

- a. costs of operation, maintenance, repair and replacement of the common elements;
- b. costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- c. costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;
- d. costs of maintaining the landscaping in the easements adjacent to the condominium property;
- e. damages to the condominium property in excess of insurance coverage;
- f. premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;
- g. all other costs and expenses that may be duly incurred by the association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation, or the Bylaws.

9. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to

prevent damage to the common elements or to another unit. Damages caused to a unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements or another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the unit owner. The unit owner's insurer shall not have a right of subrogation for such damages against the Association. The exterior surfaces of walls in entranceways, patios and porches shall be maintained by the Association notwithstanding that portions thereof are located within the boundaries of a unit.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

- a. paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- b. all built-in shelves, cabinets, counters, storage areas, and closets;
- c. all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- d. all electrical, plumbing, telephone and television fixtures, apparatus, equipment; outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines up to and including its individual service panel, and all water and waste lines up to their juncture with the main distribution lines;
- e. the heating and air conditioning system serving the unit regardless of whether it is located wholly within the boundaries of the unit or not;
- f. all windows and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- g. all interior doors, walls, partitions, and room dividers; and

h. all furniture, furnishings and personal property contained within the respective unit.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the Board of Directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and reasonable attorneys' fees incurred by the Association in the collection thereof.

10. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association Board of Directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association Treasurer. If said proceeds are in excess of \$100,000 they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improve-

ments under the supervision and control of the Association Board of Directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the maximum rate allowed by law from the date of such assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$100,000, they need not be placed in trust but shall be held by the Treasurer and applied directly by the Board of Directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two thirds (2/3) of the voting rights of the units in the condominium vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the public records of said county will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect

all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or a private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with the respective values of the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the Board of Directors. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the Trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

11. LIABILITY INSURANCE. The Association shall obtain and

maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The units owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

12. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

a. use the unit for other than single family residence purposes;

b. paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon the prior written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board;

c. make any structural additions or alterations (except the erection or removal of non-support carrying interior

partitions wholly within the unit) to any unit or to the common elements; nor any of the foregoing without the prior written consent of the board;

d. permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any electronically amplified musical instrument or device which may cause a nuisance to the occupants of other units in the sole opinion of the board;

e. make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

f. fail to conform to and abide by the bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association.

g. erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements except with the written consent of the Association Board of Directors;

h. permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

i. commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements;

j. divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit, however a unit may be combined with an adjacent unit and occupied as one unit;

k. obstruct the common way of ingress or egress to the other units or the common elements;

l. hang any laundry, garments or other unsightly objects which are visible outside of the unit;

m. allow anything to remain in the common areas which

would be unsightly or hazardous;

n. allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition;

o. allow any fire or health hazard to exist.

p. make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

q. during the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee.

r. allow any animals to be kept in the unit except pursuant to the rules and regulations of the Board of Directors of the Association, provided that in the event any such animals become a nuisance to the other unit owners in the sole opinion of the Board of Directors, such animals shall be removed from the unit immediately; or allow any unauthorized pets to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas;

s. park overnight commercial vehicles, trucks, boats, campers, trailers, mobile homes, motorcycles and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements.

13. SALE OR TRANSFER OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association or its only authorized officers, agents or committee, to approve in writing all sales or transfers of title of a unit before such sale or transfer of title

shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulations of the board. When considering such an application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser or transferee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. In the event a sale or transfer of title is disapproved or no action is taken by the Board or its duly authorized officers, agent or committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is

determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of said county, or 60 days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the court, including appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

14. LIMITED COMMON ELEMENTS. the following shall be deemed to be Limited Common Elements (LCE), the use of which shall be limited to those unit owners to whom such use is assigned by means of this Declaration, assignment by instrument in writing by the Developer, or by the Association:

(a) each unit shall be assigned the exclusive use of two carports. Carports are provided as shown on Exhibit "B". In addition, Developer retains the right to construct additional carports in its sole discretion until such time as Developer shall have conveyed title to all of the units in Imperial Place. Until Developer

conveys all units in Imperial Place, Developer specifically reserves the exclusive right to sell and assign carports to particular condominium units for an additional consideration. All assignments of carports shall be made by instrument in writing executed with the formalities of a deed and recorded in the public records of Polk County, Florida. Such assignment may be made by separate instrument or may be included in the deed of conveyance to the condominium unit. Upon such assignment, the carport so assigned shall be deemed to be a Limited Common Element and the unit owner shall have the exclusive right to the use thereof without additional charge therefor by the Association other than such unit's normal share of the common expenses of the condominium. After such assignment is made, the exclusive right of the owner of such unit to use such carport shall become an appurtenance to said unit and may be encumbered or conveyed thereafter as an appurtenance to the unit without necessity of specific reference thereto. After assignment by the Developer, such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the condominium unit to which it is assigned, except that such right may be separately assigned to the Association, and thereafter assigned by the Association, in its discretion, to another unit owner. So long as such exclusive right shall be held by the Association, such carport shall be deemed to be the same as any other carport which is not specifically assigned to a condominium unit. All carports shall be used solely for the parking of private passenger vehicles and shall not be used for the storage of any other type of vehicles, equipment or apparatus without the written consent of the Association Board of Directors.

15. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-twelfth (1/12) of each unit's annual

assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 10% of the amount due and shall bear interest from the due date until paid at the maximum rate allowed by law. The Association shall have the remedies and lien provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

From date of recording this Declaration until January 1, 1985, Developer guarantees to each purchaser of a condominium unit that the assessment for common expenses of the Condominium unit imposed upon the unit owners will not increase over \$1,434.00 per year per unit and Developer obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration (except amendments for the purpose of adding subsequent phases as provided herein), the Articles of Incorporation, or the Bylaws; prior to the termination of the

condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. Such institutional first mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee.

17. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect directors of the Association in accordance with the provisions of Article 5 of the Articles of Incorporation attached to Exhibit "C". Developer may terminate such right by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the condominium plat described in Exhibit "B" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units. Until all units are sold, Developer shall have the right to maintain one or more model units to be used for display to prospective purchasers of units in Imperial Place and may exhibit such signs and sales paraphernalia within the model units or in the common elements as may be desirable to effect such sales. It is further agreed that pending final completion of each of said units by the Developer, no portion of the common expenses shall be allocated to said incomplete units. Pending final completion of all such units, common expenses shall be allocated equally to each existing completed unit commencing with the first day of the month following such completion.

18. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings. In the event the occupant of any unit shall refuse to comply with the regulations and rules, such occupant may be denied use of the recreation facilities of the condominium by the manager or the board until such default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common elements. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

19. ACCESS EASEMENT. Each unit owner shall have a non-exclusive perpetual easement for ingress and egress to and from his respective unit through the common elements of Imperial Place and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

20. UTILITY AND DRAINAGE EASEMENTS. Developer hereby reserves for and on behalf of itself perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services and drainage ditches, pipes, catch basin and other facilities of all kinds under, over and through the surface of the condominium lands and recreation areas which are not occupied by buildings or other structures. The easement herein reserved shall serve only this condominium. Utility easements may be

granted by the Developer to any public or private utilities as may be necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to the condominium shall have a perpetual nonexclusive easement, over, across, under and through all of the common land areas of the condominium for the purpose of construction, installation maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, landscaping and other improvements which are disturbed shall be restored as soon as practicable to their prior condition as nearly as possible.

21. CONVEYANCE OF COMPLETED UNITS. Completed units within each substantially completed building in the condominium development may be conveyed to purchasers, notwithstanding that other buildings in the condominium are not substantially completed. A certificate in substantially the following form shall be recorded on the public records of Polk County, Florida, at the time of transfer of such units and, when so recorded, shall constitute an amendment to the within Declaration of Condominium.

Surveyor's Certificate

RE: Imperial Place, a Condominium, as per Declaration thereof recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Polk County, Florida

The undersigned Registered Land Surveyor hereby certifies that the construction of all planned improvements in Buildings (s) \_\_\_\_\_ including but not limited to landscaping utility services and access to all units in said building(s) \_\_\_\_\_, and common element facilities serving said building(s), as set forth in the Declaration, have been substantially completed so that the material, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

DATE: \_\_\_\_\_

REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE \_\_\_\_\_

22. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all unit owners, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Polk County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association as provided herein shall be prime facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all of the units in the condominium, no amendments to the Declaration of Condominium, Articles of Incorporation, or Bylaws shall be effective without its written consent. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration, (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer.

Such amendments shall be executed by the Developer with written consent of all institutional mortgagees, and the joinder or further consent of individual unit owners or holder of recorded liens or other interest therein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the public records of Polk County.

23. TERMINATION. The condominium property may be removed from the provisions of this Declaration at any time by a vote of eighty percent of the voting rights of all unit owners and unanimous written consent of all of the institutional first mortgage holders, by an instrument to that effect signed by the President or Vice President and Secretary or Assistant Secretary of the Association with the formalities of a deed and duly recorded in the public records of Polk County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

24. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provisions is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

25. SEVERABILITY. If any provisions of this Declaration, the condominium plat, the Articles of Incorporation, or the Bylaws or any section, sentence clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Declaration the 13 day of Sept. 1983.

WITNESSES:

Debra M. Stearns  
WMA

FACET PROPERTIES, INC.

BY

M. B. FIELD, AS PRESIDENT



STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared M. S. FIELD, as President of FACET PROPERTIES, INC., a corporation under the laws of the State of Florida, and he acknowledged before me that he executed the foregoing Declaration of Condominium in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officer he has been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state aforesaid this 13 day of September 1983.

MY COMMISSION EXPIRES:

July 16, 1986

*Veria S. Gentry*  
NOTARY PUBLIC



JOINDER OF ASSOCIATION

IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC. therein.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 13 day of Sept., 1983.

Witnesses:

[Signature]  
Patricia de Luna

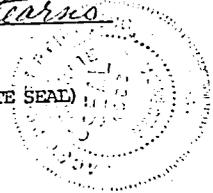
IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC.

BY [Signature]  
M.S. Field, as President

ATTEST:

Donna M. Stearns  
As Secretary

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared M. S. FIELD and DONNA STEARNS to be known to be the persons described as President and Secretary, respectively, of IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation, who executed the foregoing Joinder, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the county and state named above this 13 day of September, 1983.

My Commission Expires:

July 16, 1986

Voria S. DeLaney  
Notary Public



C O N S E N T

October 26 \_\_\_\_\_ 1983

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain mortgage dated January 20, 1983, and recorded in Official Records Book 2130, Page 834, Public Records of Polk County, Florida, does hereby consent to the foregoing Declaration of Condominium of Imperial Place, a Condominium.

FIDELITY FEDERAL SAVINGS  
AND LOAN ASSOCIATION.

(CORPORATE SEAL)

BY *Jerry A. Bills*  
AS President

STATE OF Illinois

COUNTY OF Knox

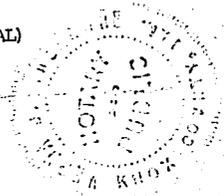
The foregoing Consent was acknowledged before me this 26th day of October 1983, by Jerry A. Bills as \_\_\_\_\_ President of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of the Corporation.

*Henry D. Freeman*  
Notary Public

My Commission Expires:

My Commission Expires October 27, 1986.

(SEAL)



C O N S E N T

October 25, 1983 1983

CENTER SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain mortgage dated January 20, 1983, and recorded in Official Records Book 2130, Page 834, Public Records of Polk County, Florida, does hereby consent to the foregoing Declaration of Condominium of Imperial Place, a Condominium.



CENTER SAVINGS AND LOAN ASSOCIATION

BY *Patrick J. Proella*  
As President

STATE OF NEW JERSEY

county of Sussex

The foregoing Consent was acknowledged before me this 25 day of OCTOBER 1983, by PATRICK J. PROELLA as THE President of CENTER SAVINGS AND LOAN ASSOCIATION, on behalf of the corporation.

*Frank J. Santora*  
Notary Public

My Commission Expires:

(SEAL)

FRANK J. SANTORA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires January 18, 1988

C O N S E N T

October 19, 1983

TRIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain mortgage dated January 20, 1983, and recorded in Official Records Book 2130, Page 834, Public Records of Polk County, Florida, does hereby consent to the foregoing Declaration of Condominium of Imperial Place, a Condominium.



(CORPORATE SEAL)

TRIDENT FEDERAL SAVINGS  
AND LOAN ASSOCIATION

BY Walter Zarycki  
as President

STATE OF NEW JERSEY  
COUNTY OF ESSEX

The foregoing Consent was acknowledged before me this \_\_\_ day of OCTOBER 19, 1983, by WALTER ZARYCKI as President of TRIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of the corporation.

Michael T. Stocko  
Notary Public  
(SEAL)

My Commission Expires:

MICHAEL T. STOCKO  
A Notary Public of New Jersey  
My Commission Expires July 27, 1983

C O N S E N T

Oct. 19, 1983

LAKEVIEW SAVINGS AND LOAN ASSOCIATION, the owner and holder of that certain mortgage dated January 20, 1983, and recorded in Official Records Book 2130, Page 834, Public Records of Polk County, Florida, does hereby consent to the foregoing Declaration of Condominium of Imperial Place, a Condominium.



LAKEVIEW SAVINGS AND  
LOAN ASSOCIATION

BY Leo J. Costello  
as President

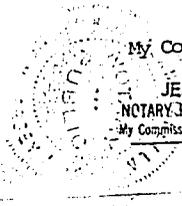
STATE OF New Jersey  
COUNTY OF Passaic

The foregoing Consent was acknowledged before me this 19th day of October 1983, by Leo J. Costello as \_\_\_\_\_ President of LAKEVIEW SAVINGS AND LOAN ASSOCIATION, on behalf of the corporation.

Jean Manella  
Notary Public  
(SEAL)

My Commission Expires:

JEAN MANELLA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires February 25, 1988



**DESCRIPTION**

BEGIN AT THE NORTHEAST CORNER OF PINE RUN, IMPERIAL LAKES PHASE ONE, SECTION SEVEN AS RECORDED IN PLAT BOOK 69, PAGE 7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND RUN THENCE  $S89^{\circ}47'15''W$  ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION, 277.87 FEET TO THE NORTHWEST CORNER THEREOF; RUN THENCE  $N0^{\circ}11'15''E$  593.51 FEET RUN THENCE  $N89^{\circ}47'15''E$  601.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF IMPERIAL LAKES BOULEVARD AS DESCRIBED IN O.R. BOOK 1653, PAGE 1120, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT LYING ON A CURVE HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF  $32^{\circ}50'59''$  AND A CHORD BEARING  $S29^{\circ}06'59''W$  RUN THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 688.53 FEET TO THE POINT OF BEGINNING. LYING IN SECTION 27, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA.

EXHIBIT "A" TO DECLARATION



**IMPERIAL PLACE**  
A CONDOMINIUM LOCATED IN POLK COUNTY, FLORIDA.

SURVYOR'S NOTES

1. THE SURVEY IS BASED UPON THE RECORD PLAT OF THE CONDOMINIUM PROJECT, POLK COUNTY, FLORIDA, BEARING RECORD PLAT NO. 1872-2268, AS SHOWN ON SHEET 1 OF 5 SHEETS OF SAID RECORD PLAT.

2. THE SURVEY IS BASED UPON THE RECORD PLAT OF THE CONDOMINIUM PROJECT, POLK COUNTY, FLORIDA, BEARING RECORD PLAT NO. 1872-2268, AS SHOWN ON SHEET 1 OF 5 SHEETS OF SAID RECORD PLAT.

3. THE SURVEY IS BASED UPON THE RECORD PLAT OF THE CONDOMINIUM PROJECT, POLK COUNTY, FLORIDA, BEARING RECORD PLAT NO. 1872-2268, AS SHOWN ON SHEET 1 OF 5 SHEETS OF SAID RECORD PLAT.

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Sheet of Information

UNIT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
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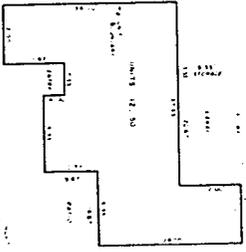
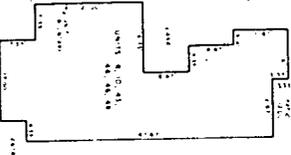
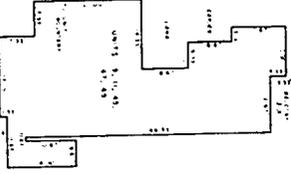
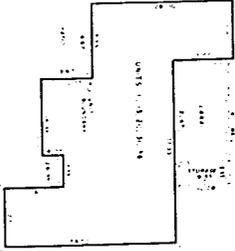
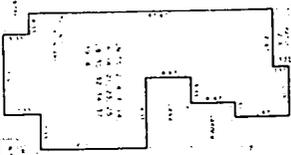
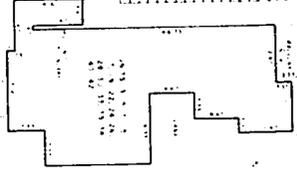


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STATE OF FLORIDA  
COUNTY OF POLK  
1983  
JAN 23 1983  
RECORDED  
SHEET 2 OF 5 SHEETS

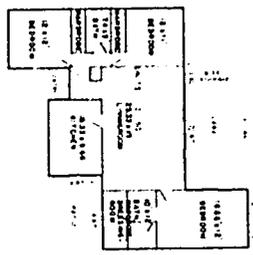
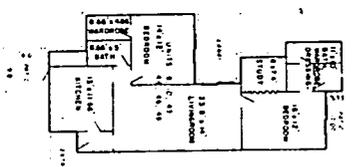
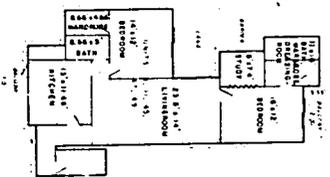
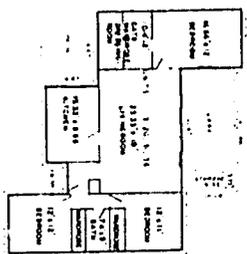
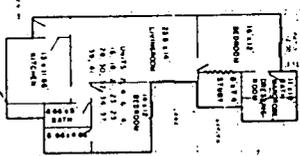
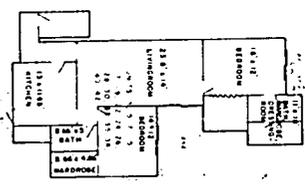
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2268 1873

POLK OFF. REC. PAGE

# IMPERIAL PLACE

A CONDOMINIUM LOCATED IN POLK COUNTY, FLORIDA



**OWNER'S NOTES**

1. THE UNIT IS TO BE CONVEYED TO THE BUYER AS SHOWN ON THESE PLANS AND THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

2. THE UNIT IS TO BE CONVEYED TO THE BUYER AS SHOWN ON THESE PLANS AND THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

3. THE UNIT IS TO BE CONVEYED TO THE BUYER AS SHOWN ON THESE PLANS AND THE BUYER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREON.

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## BYLAWS

IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC.  
A corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the Bylaws of IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation, of which were filed in the office of the Secretary of State on JULY 11, 1983. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name IMPERIAL PLACE and is located on Imperiallakes Boulevard, Mulberry, Florida.

1.1 The office of the Association shall be at Imperial Place, a Condominium, Imperiallakes Boulevard, Mulberry, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for Profit" and the year of incorporation.

2. Members' Meetings.

2.1 The annual members' meeting shall be held at the office of the corporation at 9:00 o'clock A.M., Eastern Standard Time on November 1, of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special Members' Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast a majority of the votes of the entire membership.

EXHIBIT "3" TO  
OFFERING CIRCULAR

EXHIBIT "C" TO DECLARATION

2.3 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary to each owner. Such notice shall be in writing and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or by these Bylaws.

2.5 Voting.

a. In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned.

b. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may

be revoked by the owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Election of Chairman of the Meeting.
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

### 3. Directors.

3.1 Membership. The affairs of the association shall be managed by a board of not less than three nor more than eleven directors, the exact number to be determined at the time of election.

3.2 Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members' meetings.

b. A nominating committee of two (2) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one owner of each unit for each director then serving. Nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Subject to the provisions of Paragraph 4.1 of these Bylaws, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or

telegraph at least three days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Meetings of the Board of Directors shall be open to all members. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.8 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at the meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

3.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13 There shall be no directors' fees.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

4.1 Transfer of Association Control. The first election of directors to replace those named in the Articles of Incorporation shall not be held until November 1, 1985, subject, however, to the following:

a. When unit owners other than the developer own 15 percent or more of the units in the condominium, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Administration of an association.

(i) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(ii) Three months after 90 percent of the units that

will be operated ultimately by the association have been conveyed to purchasers;

(iii) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business, or

(iv) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business, whichever occurs first. The developer is entitled to elect at least one members of the Board of Directors of an association as long as the developer holds for sale in the ordinary course of business at least five (5%) percent of the total units in the condominium.

#### 5. Officers.

5.1 The executive officers of the association shall be a President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and dutes as the Board shall find to be required to manage the affairs of the association.

5.2 The President shall be the chief executive officer of the association. He shall have all the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. She shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the association

and affix it to instruments requiring a seal when duly signed. He shall keep the records of the association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the association, including funds, securities and evidences of indebtedness. He shall keep the books of the association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of all officers and employees of the association shall be fixed by the directors. The provision that there shall be no directors' fees shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Budget. The Board of Directors shall adopt a budget for each calendar year.

a. Copies of the proposed annual budget of common expenses together with a written notice of the time and place of the Board meeting at which the budget will be considered shall be mailed to the unit owners not less than 30 days prior to said meeting. The meeting shall be open to the unit owners.

b. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessment for the preceding year, the Board, upon written application of 10 percent of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all unit owners.

c. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget

or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

d. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the unit owners.

e. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statutes 718.504(20)(1979 laws). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Provided, however, this subsection (e) shall not apply to budgets in which the members of the association determined for a fiscal year to provide no reserves or reserves less than adequate than required by this subsection.

6.1 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the

amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the approval of the membership of the association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the association.

a. Any unit owner shall have the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same rights as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

6.2 Acceleration of Assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.3 Assessments for emergencies. Assessments for common expense of emergencies that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast a majority of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the association may require in the notice of assessment.

6.4 The depository of the association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 On or before April 1, of each year, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of the actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipt by accounts and receipt classification and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

- a. Costs for security
- b. Professional and management fees and expenses
- c. Taxes
- d. Costs for recreation facilities
- e. Expenses for refuse collection and utility services
- f. Expenses for lawn care
- g. Cost for building maintenance and repair
- h. Insurance costs
- i. Administrative and salary expenses
- j. General reserves, maintenance reserves and depreciation reserves.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting amendment may be proposed by either the Board of Directors of the association or by the members of the association. Directors and members not present in person or by

proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by owners of not less than two-thirds of the units.

a. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw \_\_\_\_ for present text".

8.3 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Polk County, Florida.

9. Fidelity Bond. All officers or directors who control or disburse funds of the association shall be covered by a Fidelity Bond. The association shall bear the cost of bonding.

10. No fee shall be charged in connection with a transfer, sale, or approval in excess of the expenditures personally required for the transfer or sale, and the expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

11. Minutes of Meetings. The minutes of all meetings of unit owners and the Board of Directors, shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The association shall retain these minutes for a period of not less than seven (7) years.

# State of Florida



Department of State

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*I certify that the attached is a true and correct copy of the Articles of Incorporation of IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 11, 1983, as shown by the records of this office.*

*The charter number for this corporation is 769307.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
13th day of July, 1983.



CER-101

George Firestone  
Secretary of State

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act, which is Chapter 718, Florida Statutes, for the operation of IMPERIAL PLACE, A CONDOMINIUM, located in Mulberry, Polk County, Florida.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the Common Law and Statutory Powers of a corporation not for profit not in conflict with the terms of these articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as permissibly limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

EXHIBIT "4"  
TO OFFERING CIRCULAR

EXHIBIT "D"  
TO DECLARATION

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- a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium.
- g. To approve or disapprove the transfer and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the regulations for the use of all property in the condominium.
- i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.
- k. To employ personnel to perform the services required for proper operation of the condominium.

3.3 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.4 The powers of the association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Polk County, Florida, a deed establishing a record interest to a unit in the condominium and the delivery to the association of a certified copy of such instrument. The grantee designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenance of his apartment.

4.4 The owner of each unit shall be entitled to at least one vote as a member of the association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association. When more than one unit is owned by the same person or corporation, such person or corporation shall be entitled to one vote for each unit owned.

ARTICLE 5

DIRECTORS

5.1 The affairs of the association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors.

5.2 Directors of the association shall be elected by the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies in the Board of Directors shall be filled in the manner provided in the Bylaws.

5.3 Subject to the provisions of Chapter 718, Florida Statutes, the first election of directors shall not be held until November 1, 1985.

The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

M. S. FIELD	5950 Imperialakes Boulevard Mulberry, Florida
PETER STOLL	5950 Imperialakes Boulevard Mulberry, Florida
KATHLEEN SPERRY	5950 Imperialakes Boulevard Mulberry, Florida

ARTICLE 6

OFFICERS

The affairs of the association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting following the annual meeting of the members of the association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT	M. S. FIELD 5950 Imperialakes Blvd. Mulberry, Florida
VICE PRESIDENT	PETER STOLL 5950 Imperialakes Blvd. Mulberry, Florida
SECRETARY-TREASURER:	KATHLEEN SPERRY 5950 Imperialakes Blvd. Mulberry, Florida

ARTICLE 7

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided

that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such directors or officer may be entitled.

ARTICLE 8

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner.

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

(a) such approvals must be by not less than a majority of the entire membership of the association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing of all members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Polk County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

M. S. FIELD	5950 Imperialakes Blvd. Mulberry, Florida
PETER STOLL	5950 Imperialakes Blvd. Mulberry, Florida
KATHLEEN SPERRY	5950 Imperialakes Blvd. Mulberry, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this

5 day of July, 1983

*M. S. Field* (SEAL)  
M. S. FIELD

*Peter Stoll* (SEAL)  
PETER STOLL

*Kathleen Sperry* (SEAL)  
KATHLEEN SPERRY

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared M. S. FIELD, PETER STOLL AND KATHLEEN SPERRY, who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose expressed in such Articles this 5 day of July, 1983.

*Desmond M. Attwood*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 8, 1985

FILED

DESIGNATION OF REGISTERED AGENT

JUL 11 1 48 PM '83

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091 Florida Statutes, the following is submitted in compliance with said Act.

First, that IMPERIAL PLACE CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Articles of Incorporation at the City of Mulberry, County of Polk, State of Florida, has named STEPHEN H. KURVIN, located at 4435 Cactus Road, City of Sarasota, County of Sarasota, State of Florida as its agent to accept service of process within this State.

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ACKNOWLEDGMENT:

Having been named to accept service of process for the above state corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
STEPHEN H. KURVIN

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

