



AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR IMPERIAL EMBASSY CONDOMINIUM I

This is an amendment to the Declaration of Condominium for IMPERIAL EMBASSY  
CONDOMINIUM I, which declaration is dated March 18, 1970, in O.R. Book 488,  
Pages 305-307 inclusive, Public Records of Pasco County, Florida.

The following resolution was adopted by a majority of the directors of Imperial  
Embassy Condominium I, Inc., a non-profit Florida corporation, hereinafter referred to as  
Association, at a meeting held on March 20, 2002, and approved by more than 75% of  
the members.

"Resolved that Paragraph I of the original Declaration of  
Condominium shall be amended as follows:

- L. (7) (0) The Condominium is to be maintained as a senior  
(over 50) association. All buyers or renters must  
be 50 years or older, and children residing with  
them must be 18 years of age or older.
- L. (9) Rentals for less than 3 months shall not be allowed.
- L. (14) All unit owners will be required to supply a working  
key or keys to their units for emergency use by the  
Board of Directors. Owners will be notified  
anytime the key has had to be used and the circumstances  
will be explained. Keys will be kept in a locked box."

All portions of the existing Declaration of Condominium for Imperial Embassy  
Condominium I, inconsistent with the above amendment, are hereby, rescinded.  
The undersigned Directors of Imperial Embassy Condominium I, Inc. hereby  
Certify that the foregoing amendments have been properly adopted by the  
Board of Directors of the Association and ratified by the members of the Association.

Repl: 575617 Rec: 10.50  
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JED PITTMAN, PASCO COUNTY CLERK  
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1939

TRUD SWICKS  
474 AZALEA DR. # 131  
NEW PORT RICHEY, FL 34652

ratified by the members of the Association, as hereto set forth.

Dated this 22<sup>nd</sup> day of March, 2002.

WITNESSES: IMPERIAL EMBASSY CONDOMINIUM NO. I, INC.

1. Virginia Campbell By: Harold Glerum  
Harold Glerum, President

Virginia Campbell  
(Typed name of Witness #1)

2. Virginia D. Seamster By: Trudi Sulskis  
Trudi Sulskis, Secretary

Virginia D. Seamster  
(Typed Name of Witness # 2)

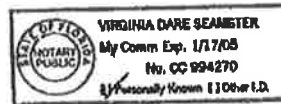
STATE OF FLORIDA:  
COUNTY OF PASCO:

I hereby certify that on this 22<sup>nd</sup> day of March, 2002, before me, personally appeared HAROLD GLERUM and TRUDI SULSKIS, as President and Secretary, respectively, of IMPERIAL EMBASSY CONDOMINIUM NO. I, INC. a non-profit corporation existing under the laws of the State of Florida, personally known to me and they acknowledged before me that the foregoing for the purposes set forth therein, and that their execution of same is the act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 22<sup>nd</sup> day of March, 2002.

Virginia Dare Seamster  
Notary Public

Virginia D. Seamster  
(Typed Name of Notary Public)  
COMMISSION NO. CC994270  
My Commission Expires:



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AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR IMPERIAL EMBASSY CONDOMINIUM I

This amendment to the Declaration of Condominium for Imperial Embassy  
Condominium I, which declaration is dated March 18, 1970 and recorded on  
March 20, 1970 in Official Record Book 488, Pages 305-337, inclusive.

That the following resolution was adopted by a majority of the directors  
of Imperial Embassy Condominium No. One, Inc., a nonprofit Florida corporation,  
hereinafter referred to as Association, at a duly called meeting held on  
April 27, 1981, and that said resolution adopted by the said Board of  
Directors was duly submitted to the membership of said Association after  
proper notice and at a duly called meeting, and that at the meeting of said  
Association on April 27, 1981, the following resolution was approved by more  
than 75% of the members present and voting.

The resolution is as follows:

"That Paragraph L(9) of the original Declaration of  
Condominium in regard to leasing be deleted so that upon the  
effective date of this amendment, leasing of units shall be  
prohibited.

All portions of the existing Declaration of Condominium for  
Imperial Embassy Condominium I inconsistent herewith are hereby  
rescinded to the extent of such inconsistency only, with all other  
portions of said Declaration being hereby ratified and affirmed."

We, OLE GRONWICK and ERMA E. GIBSON, the President and Secretary  
respectively, of Imperial Embassy Condominium No. I, Inc., a nonprofit  
Florida corporation, hereby certify that the foregoing resolution has been  
duly and properly adopted by the Board of Directors of the Association and  
ratified by the members of the Association as heretofore set forth.

This certification is made this 1<sup>st</sup> day of May, 1981.

WITNESSES:

Burda J. Bagueris  
Carol J. Blumenthal

Ole Gronwick  
Ole Gronwick  
Erma E. Gibson  
Erma E. Gibson

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this 1<sup>st</sup> day of May, 1981, before me  
personally appeared OLE GRONWICK and ERMA E. GIBSON, President and Secretary

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**R**  
RETURN TO:  
This instrument  
prepared by:  
Harvey V. Delzer  
of

DELZER, EDWARDS,  
COULTER & PARKER  
ATTORNEYS AT LAW  
P. O. BOX 279  
FORT RICHEY, FLORIDA  
33568

(813) 040-3404

800 SPRING HILL DR  
SPRING HILL, FL 33526

respectively of IMPERIAL EMBASSY CONDOMINIUM NO. I, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing certification and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at New Port Richey, in the County of Pasco and State of Florida, the day and year above written.

*Brenda A. Bagshaw*  
Notary Public  
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 13, 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

*7-13-83*

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RECORD VERIFIED  
FILED FOR RECORD  
Clerk of Pasco County Fla.  
MAY 6 1 14 PM '81

ELZER, EDWARDS,  
COULTER & PARKER  
ATTORNEYS AT LAW  
P. O. BOX 270  
PORT RICHEY, FLORIDA  
33560  
(813) 840-3404  
800 SPRING HILL DR  
SPRING HILL, FL. 33526  
(804) 883-1909

HARVEY V. DELZER, ESQUIRE (lm) (23)  
P. O. Box 279  
Port Richey, Florida 34673-0279

AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR IMPERIAL EMBASSY CONDOMINIUM I

This is an Amendment to the Declaration of Condominium for IMPERIAL EMBASSY  
CONDOMINIUM I, which Declaration is dated March 18, 1970, and recorded on March  
20, 1970, in O. R. Book 488, pages 305-337, inclusive, and as amended in O. R.  
Book 1127, pages 0502 and 0503, Public Records of Pasco County, Florida.

The following Resolution was adopted by a majority of the Directors of  
IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC., a non-profit Florida Corporation,  
hereinafter referred to as Association, at a duly called meeting held on March  
2, 1992, and said Resolution was duly submitted to the Membership of the  
Association, after proper notice, and at a duly called meeting on March 2, 1992,  
the following Resolution was approved by more than 75% of the members present  
and voting:

"RESOLVED, that Paragraph L(9) of the original Declaration  
of Condominium shall be amended to include the following  
language, to-wit:

Unit owners shall be permitted to lease units in  
the Condominium project; PROVIDED, however, that  
any prospective tenant must be first approved by  
the Association. Any tenant leasing a unit in  
the Condominium must be 50 years of age or older,  
and if any tenant has children who will be residing  
with them in a leased unit, the children must be 18  
years of age or older.

FURTHER RESOLVED that all remaining portions of the Declara-  
tion of Condominium, not inconsistent herewith, are hereby  
ratified and affirmed."

The undersigned, HELEN NEGGIE and ERMA E. GIBSON, the President and  
Secretary, respectively, of IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC., a non-  
profit Florida Corporation, hereby certify that the foregoing Resolution has been  
duly and properly adopted by the Board of Directors of the Association and

DELZER & COULTER  
ATTORNEYS AT LAW  
P. O. BOX 279  
PORT RICHEY, FLORIDA  
34673-0279  
(813) 648-3404  
1428 SPRING HILL DR  
SPRING HILL, FL 34606  
19041 663 1963

O.R. 3008 PAGE 1587

PLEASE RETURN TO:  
IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC.  
4747 Azalea Drive (Apt. #133)  
New Port Richey, Florida 34652

910  
150  
10.50

ratified by the members of the Association, as heretofore set forth.

DATED this 27<sup>th</sup> day of March, 1992.

WITNESSES:

1. [Signature]

HARVEY V. DELZER  
(Typed Name of Witness #1)

IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC.  
By: [Signature]  
Helen Neggie, as President

2. [Signature]

LAURA J. MYERS  
(Typed Name of Witness #2)

By: [Signature]  
Erma E. Gibson, as Secretary

STATE OF FLORIDA:  
COUNTY OF PASCO :

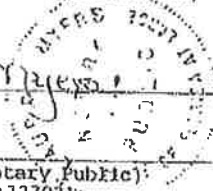
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I HEREBY CERTIFY that on this 27<sup>th</sup> day of March, 1992, before me, personally appeared HELEN NEGGIE and ERMA E. GIBSON, as President and Secretary, respectively, of IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC., a non-profit corporation existing under the laws of the State of Florida, who are ~~persons~~ personally known to me as ~~identifications~~ and they acknowledged before me that they executed the foregoing for the purposes set forth therein, and that their execution of same is the act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 27<sup>th</sup> day of March, 1992.

[Signature]  
Notary Public

LAURA J. MYERS  
(Typed Name of Notary Public)  
COMMISSION NO. AA727031  
My Commission Expires:



RECORD VERIFIED  
JED PITTMAN  
Clerk Circuit Court, Pasco County

[Signature]

Notary Public, State of Florida  
My Commission Expires Dec. 28, 1993  
Donated thru Troy Toth - Insurance Inc.

ELZER & COULTER  
ATTORNEYS AT LAW  
P.O. BOX 278  
ORT RICHIE, FLORIDA  
34873 0272  
(913) 840-3404  
426 SPRING HILL DR.  
ORRING HILL, FL. 34606  
19041 683-1983

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AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR IMPERIAL EMBASSY CONDOMINIUM I

This amendment to the Declaration of Condominium for Imperial Embassy Condominium I, which declaration is dated March 18, 1970 and recorded on March 20, 1970 in Official Record Book 488, Pages 305-337, inclusive.

That the following resolution was adopted by a majority of the directors of Imperial Embassy Condominium No. One, Inc., a nonprofit Florida corporation, hereinafter referred to as Association, at a duly called meeting held on April 27, 1981, and that said resolution adopted by the said Board of Directors was duly submitted to the membership of said Association after proper notice and at a duly called meeting, and that at the meeting of said Association on April 27, 1981, the following resolution was approved by more than 75% of the members present and voting.

The resolution is as follows:

"That Paragraph L(9) of the original Declaration of Condominium in regard to leasing be deleted so that upon the effective date of this amendment, leasing of units shall be prohibited.

All portions of the existing Declaration of Condominium for Imperial Embassy Condominium I inconsistent herewith are hereby rescinded to the extent of such inconsistency only, with all other portions of said Declaration being hereby ratified and affirmed."

We, OLE GRONWICK and ERMA E. GIBSON, the President and Secretary respectively, of Imperial Embassy Condominium No. I, Inc., a nonprofit Florida corporation, hereby certify that the foregoing resolution has been duly and properly adopted by the Board of Directors of the Association and ratified by the members of the Association as heretofore set forth.

This certification is made this 10<sup>th</sup> day of May, 1981.

WITNESSES:

Buada A. Baginski  
Carol J. Blintrieb

Ole Gronwick  
Ole Gronwick  
Erma E. Gibson  
Erma E. Gibson

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this 10<sup>th</sup> day of May, 1981, before me personally appeared OLE GRONWICK and ERMA E. GIBSON, President and Secretary

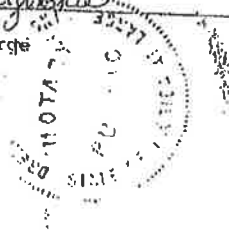
**R**  
TURN TO:  
is instrument  
spared by:  
vey V. Dalzer  
of

ELZER, EDWARDS,  
OULTER & PARKER  
ATTORNEYS AT LAW  
P O BOX 279  
TALLAHASSEE, FLORIDA  
32309  
(813) 840-3404  
500 SPRING HILL DR.  
TALLAHASSEE, FL 32309  
(813) 840-1963

respectively of IMPERIAL EMBASSY CONDOMINIUM NO. 1, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing certification and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at New Port Richey, in the County of Pasco and State of Florida, the day and year above written.

*Brenda A. Baggett*  
Notary Public  
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 17, 1993  
BONDED THROUGH GENERAL INS. UNDERWRITERS

*7-13-83*

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RECORD VERIFIED  
FILED FOR RECORD  
MAY 6 1 24 PM '81  
CLK. CIR. OF PASCO & COUNTY FLA.  
*St. Edwards*

ER, EDWARDS,  
LTER & PARKER  
ATTORNEYS AT LAW  
O. BOX 278  
IDAHO, FLORIDA  
31  
37 848-3404  
PINE HILL DR.  
HILL, FL 33528  
41 883-1963



Imperial Embassy Condo #1  
4747 Azalea Dr., #133  
New Port Richey, Fl. 34652

IMPERIAL EMBASSY CONDOMINIUM ONE, INC.  
#002-000-0

DECLARATION FOR  
THE CREATION and ESTABLISHMENT of  
IMPERIAL EMBASSY CONDOMINIUM I  
(Pursuant to the Condominium Act)

A. Submission Statement:

The undersigned hereby submits the condominium property,  
as same is hereinafter described, to condominium ownership.

B. Name:

The name by which this condominium is to be identified is  
IMPERIAL EMBASSY CONDOMINIUM I.

C. Legal Description of Land Included:

Beginning at the Southwest Corner of Tract 20  
of Tampa-Tarpon Springs Land Company Subdivision  
of Section 17, Twp. 26 S. Rge. 16 E. as shown on  
Plat recorded in Plat Book 1, pages 68, 69 & 70  
of the Public Records of Pasco County, Florida.  
Thence S. 89° 37' 03" E. 301.28 ft. Thence  
N. 0° 21' 48" E. 135.95 ft. Thence S. 89° 51' 48" W.  
242.85 ft. Thence S. 0° 16' 12" W. 33.05 ft.  
Thence S. 89° 31' 12" W. 58.80 ft. Thence S. 0°  
21' 43" W. 100.90 ft. to the Point of Beginning.

D. Identification of Units:

The units of this condominium are identified by number pursuant to, and as shown on, Exhibit "b" attached hereto and made a part hereof.

E. Survey, Plot Plan & Graphic Description of Improvements:

Exhibit "b" attached hereto and made a part hereof, and consisting of three (3) pages, contains all information, matters and things as required by F.S.A. 711.08 (e).

F. Undivided Shares in the Common Elements:

<u>Unit Number</u>	<u>Undivided Shares in the Common Elements Appurtenant to Each Unit</u>
1	4.84%
2	4.77%
3	3.54%
4	3.54%
5	3.54%
6	3.54%
7	3.54%
8	3.54%
9	4.77% ✓
10	4.77%
11	4.77%
12	4.84%
13	4.84%
14	4.77%
15	3.54%
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21	4.77%
22	4.77%
23	4.77%
24	4.84%

13.36%  
38.16  
42.48  

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96.00%

G. Proportions and Manner of Sharing Common Expenses and Owning Common Surplus:

Each unit Owner shall share that percentage of the common expenses and own that percentage of common surplus, as is hereby attributed to the respective units, to-wit:

<u>Unit Number</u>	<u>Percentage of Common Expenses and Surplus</u>
1	4.57%
2	4.53%
3	3.79%
4	3.79%
5	3.79%
6	3.79%
7	3.79%
8	3.79%
9	4.53%
10	4.53%
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21	4.53%
22	4.53%
23	4.53%
24	4.57%

2 B = 2 B	4 x 4.57% = 18.28%
2 B = 1 B	8 x 4.53% = 36.24%
1 B = 1 B	12 x 3.79% = 45.48%
34	TOTAL = 100%

H. Voting Rights:

There is hereby allocated One (1) vote to each of the twenty-four (24) condominium parcels. Each vote shall be cast by the respective unit owners. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit.

I. Amendments:

(1) This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting.

(2) The above provision, however, shall not apply to any amendment attempting to change: (a) this paragraph I, providing for amendments, (b) any condominium parcel, (c) voting rights, (d) percentages of sharing common expenses and owning common surplus, or (e) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of any such amendment, shall be required.

Notwithstanding the foregoing and the provisions of sub-paragraph (1) hereof, any amendment of this Declaration or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affects First Federal Savings and Loan Association of Tarpon Springs's position, right or equity as mortgagee of any Condominium Parcel, shall require the joinder of said Association in order to become effective.

(3) Notwithstanding sub-paragraphs (1) and (2) above, in no event shall Paragraph L (1) be amended or changed in any manner except with the express consent and permission of the

present Fee Owner, his heirs, devisees; executors, administrators, successors or assigns; and the joinder by such parties (or their successors) in the execution of the amendment.

(4) The consent and joinder of Fee Owner (or his successors) shall also be required in order to amend those provisions set forth in sub-paragraph (2) above.

(5) All amendments shall be recorded as required by Law.

J. By-Laws:

The By-Laws of this condominium are as set forth in Exhibit "A" attached hereto and made a part hereof. The By-Laws may be amended in the same manner as this Declaration, as provided in Paragraph I (1) above.

K. Name of Association - Resident Agent:

The name of the Association responsible for the operation of this condominium is IMPERIAL EMBASSY CONDOMINIUM I Association. The Association is ~~not~~ incorporated.

Tom Fairfield Brown, Attorney, a resident of Tampa, Hillsborough County, Florida, whose address is 12202 North Armenia Avenue, is hereby designated as the person to receive service of process upon the Association as its agent.

L. Additional Provisions, Covenants, Restrictions, Conditions and Limitations:

(1) Reservation of Land Payment.

The improvements constructed, placed and installed on the land, described in Paragraph C hereof, were placed, installed or constructed (as the case may be) by Florida Leisure Homes, Inc., a Florida corporation, a party to this Declaration, pursuant to a right-to-build covenant contained in Long Term Lease with William J. Morrison, Trustee, Fee Owner of the land and referred to herein as Fee Owner. In order to submit the condominium property, consisting of land and improvements, to

condominium ownership and to convey condominium parcels therefrom, the undersigned, Florida Leisure Homes, Inc., requested the above Fee Owner to cancel the Long Term Lease, join in this Declaration, and when requested by Florida Leisure Homes, Inc. to execute Warranty Deeds conveying the condominium parcels to the designees or assigns of Florida Leisure Homes, Inc. The sole consideration running to the said Fee Owner for the cancellation of the Long Term Lease, the execution of this Declaration, and subsequent hereto the conveyance of the condominium parcels to the designees or assigns of the corporation, was and is the right to receive from the unit owners an annual payment of moneys equivalent to that which the Fee Owner would have received by virtue of the cancelled Lease.

In consideration of the foregoing, the undersigned parties hereby establish and set forth in the following unnumbered paragraphs conditions, reservations, restrictions, covenants and equitable servitudes which shall run with the land, to-wit:

There is hereby reserved unto the said Fee Owner, his heirs, executors, administrators, successors or assigns, the right to receive the total sum of ----- \$6,000.00 ----- per annum from the owners of the condominium parcels in this condominium, and all owners, by the acceptance of their respective Deeds from the said Fee Owner, agree to pay their hereinafter allocated portion of said annual sum, for that period of time and in the manner hereinafter stated.

The Warranty Deed conveying fee simple title to each respective unit owner shall be on condition that said unit owner, his heirs, successors and assigns, shall pay annually to the said Fee

Owner that part of the total annual sum reserved, determined by multiplying the percentage of sharing common expenses attributed to said owner's unit, as set forth in paragraph G of this Declaration, by the total annual sum.

The annual payment for each respective unit arrived at in the above manner shall be payable one-twelfth monthly in advance, commencing the first day of the month immediately following the recording of said unit owners' deeds in the Public Records of Pasco County, Florida, and payments shall continue to be paid on the first of each succeeding month thereafter for a period of ninety-nine (99) years.

At the beginning of the tenth year of each respective payment period and at the beginning of each five years thereafter during the remaining period of each respective payment, the annual payment shall be increased or decreased, as the case may be, on the basis of the cost-of-living average for the period from January 1 to December 31 of the preceding year as reflected by the "Wholesale Price Index, All Commodities of the U.S. Department of Labor's Bureau of Labor Statistics", the year 1969 shall be the base year and equal 100%; if said Index shall no longer be published, then another Index generally recognized as authoritative shall be substituted by agreement, and if the parties should not agree, such substituted Index shall be selected by the then presiding Judge of the Circuit Court of the State of Florida,

in and for the County of Pasco, upon the application of either party. In any event, the base used by any Index or as revised on the existing Index shall be reconciled to the year 1969 to be used as 100%. It is expressly, specifically understood, covenanted and agreed between the parties hereto that, notwithstanding the above, the annual fixed payments shall never be less than the payments initially hereinabove provided for.

All payments by unit owners shall be paid to the IMPERIAL EMBASSY CONDOMINIUM I Association and remitted by the Association monthly to the said Fee Owner by depositing the same to the account of Fee Owner at the First Federal Savings & Loan Association of Tarpon Springs, Tarpon Springs, Florida, or such other depository as may be designated in writing from time to time. The Association shall, for the above purpose, be the agent of Fee Owner, and said Association agrees to accept such responsibility for such period of time as any payments are being made by the individual unit owners, or until the termination of the condominium. In the event the condominium is terminated, resulting in the dissolution of the Association, and reverting the unit owners to tenants in common, pursuant to Condominium Act, said unit owners, as tenants in common, shall nevertheless continue to remit the respective monthly payments, said remittance, however, to be made directly to the designated depository. The Association's responsibility



shall be limited solely to that of remitting moneys reserved to the Fee Owner, received by them from the respective unit owners, to the designated depository.

The payments reserved to Fee Owner shall be severable and not a joint liability, nor shall same be treated as a common expense of the Association. Each respective unit owner shall be legally obligated to pay only his respective allocated portion.

Fee Owner agrees that the condition and covenants contained in Paragraph L (1) shall be subordinate to one institutional permanent mortgage, if such mortgage is requested or required by the initial purchaser or purchasers of condominium parcels from Fee Owner. Fee Owner further covenants, if requested, to join in the execution of such mortgage for the above purpose, but shall not be obligated, nor shall he ever be required to join in the execution of another mortgage during the term of the reserved payments. Said initial mortgage shall not be increased in amount, and the principal balance will be continuously decreased pursuant to amortization payments of principal and interest as provided by said mortgage; said principal balance as decreased shall not be increased in any amount.

Fee Owner shall have the following rights and remedies in the enforcing of the above reserved payments, to-wit: The right of re-entry

for condition broken for such period of time as permitted by law; all rights and remedies afforded by Law for the enforcement of covenants running with the land; a lien on the respective condominium parcel for any unpaid sums together with reasonable attorneys' fees and costs incurred by Fee Owner incident to the collection or enforcement of such lien (said lien may be foreclosed in like manner as a foreclosure of a mortgage on real property); and all other equitable or legal remedies afforded by Law.

(2) Assessments.

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a Receiver to collect same.

(3) Termination.

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the af-

firmative vote of 75% of the unit owners, as authorized and provided in Paragraph L (4) herein.

(4) Insurance.

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

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In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original building prepared by Frank Morris, Architect, said plans being on file with the Building Department of the City of New Port Richey, Florida.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged

or destroyed in excess of 50% of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liabilities arising out of the use of the common elements and units. Said policy shall be in an amount of not less than \$100,000.00/\$300,000.00 for personal injury and \$25,000.00 for property damage.

The Association further shall, if required by State Law, carry Workmen's Compensation Insurance policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

(5) Common Elements.

The common elements shall include the land and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common

elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of 75% of the unit owners. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement or addition would tend to jeopardize the safety or soundness of the common elements or would in any way impair easements.

(6) Parking Area.

The initial Directors of the Association shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Upon the Directors having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of 90% of the unit owners. The parking plan need not be recorded in the Public Records, but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

(7) Obligation of Unit Owners -- Rules and Regulations.

All unit owners, in addition to all other obligations, duties, rights and limitations imposed upon them by this Declaration, the By-Laws of the Association, and the Condominium Act, shall be subject to the following Rules and Regulations, which shall be applicable to unit owners, their families, guests

invitees, tenants and sub-lessees, to-wit:

(a) No unit shall be used for any purpose than as and for a single-family residence or dwelling.

(b) All unit owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

(c) No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements or in his respective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design and approved by the Board of Directors.

*shd be approved*

(d) No child under the age of sixteen (16) years shall be permitted to occupy or reside in a unit except on a temporary visitation basis as otherwise provided for herein.

(e) No one-bedroom unit shall be permanently occupied by more than two (2) individuals, and no two-bedroom unit shall be permanently occupied by more than three (3) individuals, except on a temporary basis as otherwise provided herein.

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*2/2/19*

(f) Unit owners, or their lessees, shall be permitted to have visitor occupants of any age for up to three (3) weeks in any six (6) months' period.

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(g) No dogs, cats or other pets shall be permitted either in a unit or in or on the common elements, except that unit owners may keep small birds (such as canaries or parakeets), and fish (such as goldfish or other tropical varieties) in their respective units; provided, however, that such pets in no event shall be raised for commercial purposes, and if same constitute a nuisance to adjoining unit owners, the Board of Directors shall have the authority to ask and enforce the removal of same.

(h) Unit owners, their families, guests, invitees or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements, and shall be liable for damages therefor.

(i) All common hallways, balconies and passages shall be kept free for their intended use by the unit owners in common and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

(j) No clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on balconies.

(k) All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

(l) All occupants of units shall exercise extreme care about making noises, or the use of

musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

(m) No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his unit or in the common elements.

(n) All unit owners and/or occupants shall conform to and abide by the By-Laws, this Declaration, and the Rules and Regulations as regards the use of the respective units and the common elements and further agree to abide by such additional Rules and Regulations as may be adopted in writing from time to time by the Board of Directors of the Association, and upon the affirmative vote thereon by 75% of the unit owners; and further, shall see that all persons using owners' units shall likewise abide by such Rules and Regulations.

(8) Prerequisites to Sale of Unit.

If any unit owner, after acquisition of title, desires to sell said unit to anyone other than the owner's spouse, or receives a bona fide offer to purchase said unit, which offer the owner desires to accept, the unit owner covenants and agrees



to give to the Association thirty (30) days' notice in writing of such bona fide offer, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price and the terms of payment thereof. Notice to the Association shall also constitute notice to all other unit owners.

The Association and the other unit owners shall have the first option to purchase said unit within the above mentioned thirty day period at the same price and on the same terms of any bona fide offer or proposal. First right shall be in the Association if exercised and, if not, then to the first unit owner noticing his intent to purchase. In the event the Association, or any unit owner, does not exercise the above option to purchase within the aforesaid period, and regardless of whether or not the said unit is sold pursuant to the bona fide offer set forth in the notice, it is understood and agreed that the Association and unit owners shall have, upon the same conditions of notice, the continuing options to purchase the said unit upon the terms of any subsequent bona fide offer or proposal for the sale of said unit. It is further agreed that the rights of first refusal above granted shall be binding on all succeeding successors in title, the same as to the original purchasers of units. In the event the Association, or other unit owners, shall exercise its or his option pursuant to the above, it or he shall do so by written notice to the unit owner selling, or offering to sell, his unit; and in the event of the exercise of the option by written notice, the selling unit owner covenants and agrees, upon payment of the purchase price, to convey the said unit to the Association or any unit owner giving notice, its successors and assigns, by good and marketable record title in fee simple; settlement of the purchase price and conveyance of the unit shall be made within sixty (60) days of the sending of such

notice exercising such option; actual tender of the purchase price by the Purchaser, or tender of the deed by the Seller, shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; taxes, assessments, interest, rentals (if any), insurance and escrows shall be adjusted as of date of sale.

(9) Leasing.

No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than thirty (30) days, or (b) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services. Other than for the foregoing, the owners of the respective units shall have the right to lease same provided that all such leases are made subject to this Declaration, the By-Laws, and the Condominium Act; and provided further that the name, age and address of the proposed tenant, and tenant's family, are furnished to the Association's Board of Directors, together with a copy of the proposed lease agreement . . . . all for said Directors' approval. Within ten (10) days after the submission of the name and lease to the Directors, as aforesaid, the Association and/or any other unit owner, shall have the right to lease the unit upon the same terms and conditions as submitted. In the event the Association or any unit owner does not notify the unit owner seeking to lease his unit within fifteen (15) days after the original submission to the Directors of its or his desire to lease on the same terms and conditions, it will be conclusively assumed that the permission of the Board has been granted to such leasing.

(10) The officers of the Association, until the first

meeting of the members of the Association, as provided in the By-Laws, are as follows:

A. N. Britt	President	Director
Tom F. Brown	Vice President	Director
William J. Morrison	Secretary-Treasurer	Director

(11) The undersigned, being the developer and Fee Owner, hereby reserves the right to sell and convey and/or lease condominium parcels until all parcels of the condominium have been sold to the initial purchasers thereof, and all such initial sales from the undersigned shall not be subject to paragraphs L (8) and L (9) of this Declaration.

Until such time as the undersigned has completed and sold all of the parcels of the Condominium, neither the unit owners nor the Association shall interfere with the completion of contemplated improvements and the sale of the condominium parcels. The undersigned shall make such use of the unsold units and the common elements as may facilitate such completion and sale, including but not limited to maintenance of the sales office, model units, the showing of the property and the display of signs.

(12) IMPERIAL EMBASSY CONDOMINIUM I shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and exhibits attached hereto shall be determined in all instances by the provisions of the said Act and

amendments thereto.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, A.D., 1969.

Witnesses: FLORIDA LEISURE HOMES, INC. (SEAL)

By: *Thomas Spencer* President

Attest: \_\_\_\_\_ Secretary-Treasurer

Witnesses: \_\_\_\_\_ (SEAL) William J. Morrison, Trustee

STATE OF FLORIDA )  
: ss  
COUNTY OF PASCO )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, A.D., 1969, before me personally appeared THOMAS SPENCER, President, and ERNESTINE BEIBY, Secretary-Treasurer of FLORIDA LEISURE HOMES, INC.; a corporation under the Laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at New Port Richey, in the County of Pasco and State of Florida, the day and year last aforesaid.

Notary Public - State of Florida

Notary Seal

My Commission Expires:

*July 1 - 1970*

STATE OF FLORIDA )  
: ss  
COUNTY OF PASCO )

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, WILLIAM J. MORRISON, Trustee, to me well known and known to me to be the individual described in and who executed the foregoing Declaration, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

2018023326

Rcpt: 1930952 Rec: 18.50  
DS: 0.00 IT: 0.00  
02/09/2018 eRecording

Prepared by and return to:  
Melissa J. Knight, Esquire  
Glausier Knight, PLLC  
400 North Ashley Drive, Ste 2020  
Tampa, FL 33602

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER  
02/09/2018 03:40 PM 1 of 2  
OR BK 9676 PG 1798

**CERTIFICATE OF AMENDMENT TO THE DECLARATION FOR THE CREATION AND ESTABLISHMENT OF IMPERIAL EMBASSY CONDOMINIUM TWO**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration for the Creation and Establishment of Imperial Embassy Condominium Two, as same is recorded in Official Records Book 513, Page 457 of the Public Records of Pasco County, Florida, were duly adopted in the manner provided in the governing documents of the Imperial Embassy Condominium Two at a special meeting of the unit owners held on January 29, 2018.

IN WITNESS WHEREOF, we have affixed our hands this 8 day of February 2018.

Witnesses:

Kathleen F. Rowe  
Print Name: Kathleen F. Rowe

Caroline Kellogg  
Print Name: KATHLEEN F. ROWE

Caroline Kellogg  
STATE OF FLORIDA  
COUNTY OF PASCO Hernando

By: Daniel Trinchillo  
DANIEL TRINCHILLO, President

The foregoing instrument was acknowledged before me this 8 day of February 2018, by DANIEL TRINCHILLO, who is personally known to me or who has produced Florida Drivers License as identification.

[NOTARY SEAL]

Charles R. Matthews  
NOTARY PUBLIC  
Print Name: Charles R Matthews  
My Commission Expires: 08/10/2018



**ADOPTED AMENDMENT TO  
DECLARATION FOR THE CREATION AND ESTABLISHMENT OF CONDOMINIUM  
OF IMPERIAL EMBASSY CONDOMINIUM TWO**

Article M, Section 9 of the Declaration for the Creation and Establishment of Condominium of Imperial Embassy Condominium Two is amended in its entirety to read as follows:

Article M – Additional Provisions, Covenants, Restrictions, Conditions and Limitations:

(9) Leasing.

No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, or maid service, or furnishing of laundry and linens, or bell boy services. Other than the foregoing, the owners shall have the right to lease same; provided, however, that all such leases are made subject to the Declaration, the By Laws, and the Florida Condominium Act; and further provided that any prospective tenant must first be approved by the Association. Any tenant leasing a unit in the Condominium must be fifty-five (55) year of age or older. An application fee, in an amount to be set by the Board of Directors in accordance with Florida Statutes, will be collected at the time of lease application from the unit owner to process paperwork furnished to the Association. The minimum lease term for any rental is ninety (90) days.

**NOTE: New language is marked with an underline.**



Rcpt: 1920194 Rec: 180.00  
DS: 0.00 IT: 0.00  
12/28/2017 eRecording

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
12/28/2017 03:26 PM 1 of 21  
OR BK **9656** PG **845**

**SHARED USE AND SETTLEMENT AGREEMENT**

This Shared Use and Settlement Agreement (hereinafter, the “**Agreement**”) is made and entered into this 29<sup>th</sup> day of November, 2017 (the “**Effective Date**”), by and between Imperial Embassy Condominium One, Inc., a Florida not-for-profit corporation (hereinafter “**Imperial Embassy Condominium 1**”), Imperial Embassy Condominium Two, Inc., a Florida not-for-profit corporation (hereinafter “**Imperial Embassy Condominium 2**”), and Imperial Embassy Condominium Three, Inc., a Florida not-for-profit corporation (hereinafter “**Imperial Embassy Condominium 3**”) (Imperial Embassy Condominium 1, Imperial Embassy Condominium 2, and Imperial Embassy Condominium 3 are hereinafter collectively referred to as the “**Parties**”).

**RECITALS**

A. Imperial Embassy Condominium 3 is the condominium association for that condominium which has been developed as Imperial Embassy Condominium 3 per that Declaration for the Creation and Establishment of Imperial Embassy Condominium 3 recorded at Book 557, Page 274, *et seq.*, and as amended, of the public records of Pasco County, Florida. Imperial Embassy Condominium 3 is the entity responsible for the operation, maintenance, and upkeep of that certain parcel of land located in Pasco County, Florida, more particularly described on Exhibit “A” attached hereto (hereinafter the “**Recreation Areas**”), which currently include a swimming pool and patio area, shuffleboard courts, and a clubhouse.

B. Imperial Embassy Condominium 1 is the condominium association for that condominium which has been developed as Imperial Embassy Condominium 1 per that Declaration for the Creation and Establishment of Imperial Embassy Condominium I recorded at Book 488, Page 305, *et seq.*, of the public records of Pasco County, Florida.

C. Imperial Embassy Condominium 2 is the condominium association for that condominium which has been developed as Imperial Embassy Condominium 2 per that Declaration for the Creation and Establishment of Imperial Embassy Condominium 2 recorded at Book 513, Page 457, *et seq.*, of the public records of Pasco County, Florida.

D. Imperial Embassy Condominium 1, for itself and as representative of all of its members, and Imperial Embassy Condominium 2, for itself and as representative of all of its members, filed a lawsuit against Imperial Embassy Condominium 3 in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida, case no. 2016-CA-002552-CA-WS (the “**Lawsuit**”), styled *Imperial Embassy Condominium One, Inc. and Imperial Embassy*

*Condominium Two, Inc. v. Imperial Embassy Condominium Three, Inc.*, regarding Imperial Embassy Condominium 1's (including its members) and Imperial Embassy Condominium 2's (including its members) continued access to, and use of, the Recreation Areas, as well as for money damages.

E. The parties now desire, for their mutual benefit, to put this dispute to rest and settle the instant controversy, including the Lawsuit, and in reconciliation thereof, the Parties acknowledge that Imperial Embassy Condominium 3 acquired title to the Recreation Areas in 1979 pursuant to a tax deed sale and Imperial Embassy Condominium 3 has clear title thereto, and further acknowledge, that Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 have the non-exclusive right to access and use the Recreation Areas for recreation and enjoyment by their respective members, members' tenants, members' guests and members' invitees subject to the terms and conditions that follow.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions stated herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate, agree and declare as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length, and the Parties shall be bound thereby.

2. Immediate Payment to Imperial Embassy Condominium 3. Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 agree immediately to tender payment in the amount of \$7,552.00 for unpaid and outstanding monies owed for the use of recreation areas from August 1, 2014 through May 1, 2015 and \$3,924.53 as Imperial Embassy Condominium 1's and Imperial Embassy Condominium 2's proportionate share of the key fob access system recently installed by Imperial Embassy Condominium 3 for purposes of the Recreation Areas. The access and use rights articulated in paragraph no. 3 below will not take effect until this payment is made to Imperial Embassy Condominium 3 and all funds clear.

3. Access to, and Use of, Recreation Areas. The access and use rights referenced herein are subject to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 taking all steps necessary to register and/or confirm registration as a community for persons aged 55 and older (a "55+ Community"). This includes registering as such with the state of Florida and ensuring all association governing documents appropriately articulate this restriction. The access and use rights referenced herein are further subject to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 taking all steps necessary to confirm that their respective rental/leasing restrictions are consistent with allowing a minimum rental/lease term of not less than three (3) months for the rental or lease of any condominium unit. Access to, and use of, the Recreation Areas shall not take effect until adequate proof of the foregoing is made available to Imperial Embassy Condominium 3, provided, however, that Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 may prove up the foregoing individually, and thereby obtain access to and use of the Recreation Areas separately and/or in advance of the other.



Subject to and consistent with the rules and regulations identified herein, posted and/or distributed to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 by Imperial Embassy Condominium 3, and as amended or further adopted from time to time by Imperial Embassy Condominium 3 at Imperial Embassy Condominium 3's discretion, provided, however, all such rules shall be applied uniformly and without discrimination to all Parties and their respective members, members' tenants, members' guests and members' invitees, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 (specifically, their respective members, members' tenants, members' guests and members' invitees) have the non-exclusive right to access and use the Recreation Areas subject to the terms and conditions of this Agreement.<sup>1</sup>

Access to and use of the Recreation Areas by Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 and, if they choose to utilize the Recreation Areas, Imperial Embassy Condominium Four, Inc. ("**Imperial Embassy Condominium 4**") shall be subject to the use of a key fob access system, with a limited number of fobs to be distributed to each unit, as well as parameters for guest usage. Such key fob access system shall be managed and operated by a third-party management company, chosen by Imperial Embassy Condominium 3, which will handle registration and development of a roster of permitted users, distribution of key fobs, and suspension of use rights as necessary. All initial management costs (excluding, however, any costs relating to installation of the key fob access system addressed in paragraph no. 2, above) associated with the registration and development of the original roster of permitted users and distribution of key fobs for Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 users, and, if they choose to utilize the Recreation Areas, Imperial Embassy Condominium 4 users shall be borne exclusively by Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2, and, if they choose to utilize the Recreation Areas, Imperial Embassy Condominium 4 and shall not be paid pursuant to any Condominium's Proportionate Share addressed in paragraph no. 5, below. Imperial Embassy Condominium 3 will submit an itemized invoice to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 for payment of these initial management costs, and Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 agree to remit payment within thirty (30) days of receipt of that invoice. Thereafter, all ongoing management costs associated with all aspects of the key fob access system shall be paid by Imperial Embassy Condominium 1, Imperial Embassy Condominium 2, and, if they choose to utilize the Recreation Areas, Imperial Embassy Condominium 4 pursuant to each Condominium's Proportionate Share addressed in paragraph no. 5, below.

Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 further agree to provide the third-party management company, chosen by Imperial Embassy Condominium 3, with a current roster of all unit owners and occupants of their respective condominium units. With regard to units occupied by owners, key fob(s) for access to the Recreation Areas will be provided to those owner-occupant(s), subject to all other conditions set forth in this Agreement, upon presentation to **the third-party management company** of the deed evidencing ownership of a unit and a copy of photo identification for the owner-occupant(s). These key fob(s) are

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<sup>1</sup> Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2, including their members, have no property right, title, or interest in the Recreation Areas, and the instant Agreement conveys no property right, title, or interest in the Recreation Areas, other than the non-exclusive right to access and use the Recreation Areas subject to all terms and conditions identified herein.

to be used only by the owner-occupants and are not to be transferred or given by the owner-occupant to any non-owner, renter, tenant, or guest.

With regard to units occupied by non-owners, renters, and/or tenants, key fob(s) for access to the Recreation Areas will be provided to those non-owner-occupant(s), subject to all other conditions set forth in this Agreement, upon presentation to the third-party management company, chosen by Imperial Embassy Condominium 3, of the current operative lease agreement for the unit and a copy of photo identification for the non-owner-occupant(s), provided, however, that sensitive financial and personal information of the non-owner-occupant(s), including but not limited to, rent payment amount, Social Security number, bank account number, previous and present addresses and other private information may be redacted. For these non-owner-occupants, the key fob(s)/access to the Recreation Areas will be disabled as of the date the lease agreement is set to expire. In order for the key fob(s)/access to the Recreation Areas to be restored, a new, renewed, and/or updated lease agreement shall be provided to the third-party management company, chosen by Imperial Embassy Condominium 3, along with a copy of the non-owner-occupant's photo identification (if a new tenant). The foregoing sentence notwithstanding, if the same lessee or non-owner occupant holds over and continues in possession of the unit with the permission of the owner after the operative lease agreement has expired, then no new, renewed, and/or updated lease agreement shall be required, but, rather, evidence of the owner's consent to the tenancy at will shall suffice.

The purpose of the foregoing is to ensure that only person(s) actually occupying a condominium unit in Imperial Embassy Condominium 1 and/or Imperial Embassy Condominium 2 shall be issued a key fob and have access to the Recreation Areas. At all times, "guests" of the registered user from Imperial Embassy Condominium 1 and/or Imperial Embassy Condominium 2 must be accompanied on the Recreation Areas by that registered user. With regard to each condominium unit in Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2, Imperial Embassy Condominium 3 will issue, or cause to be issued, 2 key fobs per unit for access to the Recreation Areas. The cost of the actual, physical key fob shall be borne by the person to whom the key fob is issued, whether owner-occupant(s) or non-owner-occupant(s), and shall be paid directly to the third-party management company, chosen by Imperial Embassy Condominium 3.

Imperial Embassy Condominium 3 reserves the right, in its sole discretion, to promulgate additional reasonable regulations regarding issuance of key fobs, removal of the key fob system, and/or implementation of a reasonable alternative system of access.

Currently, the "clubhouse" room is not subject to controlled, key fob access. However, if, in its own discretion, Imperial Embassy Condominium 3 deems it necessary and/or appropriate to engage a key fob or other means of controlled access to the "clubhouse" room, nothing in this Agreement shall be construed to prevent it from doing so in a manner consistent with the key fob access noted above.

Currently, Imperial Embassy Condominium 3 does not intend to employ the services of a physical, on-site "monitor" to monitor access to, and use of, the Recreation Areas. However, Imperial Embassy Condominium 3 reserves the right to employ such a "monitor," if, in its own discretion, it deems such a "monitor" necessary. Should Imperial Embassy Condominium 3

decide to employ a “monitor” at some point in the future, the cost of said “monitor” shall be paid by Imperial Embassy Condominium 1, Imperial Embassy Condominium 2, and, if they choose to utilize the Recreation Areas, Imperial Embassy Condominium 4 pursuant to each Condominium’s Proportionate Share addressed in paragraph no. 5, below.

All access to and use of the Recreation Areas by Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 shall be consistent with, and in accordance with, [1] all rules and regulations posted at or on the Recreation Areas, [2] all rules and regulations applying to conduct or actions articulated in Imperial Embassy Condominium 3’s governing documents (defined to include Articles of Incorporation, Declaration, and By-Laws, including as amended), and [3] the “Pool Rules,” “Clubhouse Rules,” and “Shuffleboard Court Rules,” (**such “Pool Rules,” “Clubhouse Rules,” and “Shuffleboard Court Rules” being attached hereto as Composite Exhibit “B,”**) provided, however, that all such rules must apply to and be enforced consistently as to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 (specifically, their members, tenants, guests, and invitees) and to Imperial Embassy Condominium 3 (specifically, its members, tenants, guests, and invitees) on an equal basis. With regard to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2, to the extent there are any inconsistencies between the instant Agreement and what is identified as [1], [2], and [3] in this paragraph, the terms of the instant Agreement shall control.

Failure of any person(s) to abide by the rules and regulations referenced herein may result in Imperial Embassy Condominium 3’s suspension of that person(s)’ right to access the Recreation Areas, including the disabling of that person(s)’ key fob for a reasonable period of time.

4. Termination of Access to, and Use of, Recreation Areas. Imperial Embassy Condominium 3 may unilaterally terminate Imperial Embassy Condominium 1’s and/or Imperial Embassy Condominium 2’s access to and use of the Recreation Areas if, and only if, any of the following events occur:

- [i.] Imperial Embassy Condominium 1 terminates its condominium and/or ceases to operate in a manner which is in substantial compliance with Chapter 718, F.S.;
- [ii.] Imperial Embassy Condominium 2 terminates its condominium and/or ceases to operate in a manner which is in substantial compliance with Chapter 718, F.S.;
- [iii.] Imperial Embassy Condominium 1 ceases as a 55+ Community;
- [iv.] Imperial Embassy Condominium 2 ceases as a 55+ Community;

- [v.] Imperial Embassy Condominium 1 fails to enforce age restrictions commensurate with it being a 55+ Community;
- [vi.] Imperial Embassy Condominium 2 fails to enforce age restriction commensurate with it being a 55+ Community;
- [vii.] Imperial Embassy Condominium 1 fails to enforce minimum three (3) month rental restrictions;
- [viii.] Imperial Embassy Condominium 2 fails to enforce minimum three (3) month rental restrictions; or
- [ix] If Imperial Embassy Condominium 1 or Imperial Embassy Condominium 2 fails to comply with its payment obligations under paragraph 5.

Provided, however, that a merger or combination of Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 shall not be a terminable event so long as the combined entity is otherwise in compliance with the conditions of this paragraph. Furthermore, if any individual units are combined or merged, the proportionate share for the recreational areas shall not change.

Unilateral termination by Imperial Embassy Condominium 3 terminates the terminated Condominium's payment obligations under this Agreement.

5. Operating Expenses. As additional consideration for the execution of this Agreement, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 shall pay each of their "Condominium's Proportionate Share" of the "Operating Expenses" of the Recreation Areas. The Operating Expenses shall mean all expenses, costs and disbursements of every kind and nature which Imperial Embassy Condominium 3 shall pay or become obligated to pay (limiting, however, any costs relating to newly improving the Recreation Areas and the construction and design of such improvements or "Capital Improvements" to that addressed in paragraph no. 8, below) in connection with the operation and/or maintenance and/or repair and/or replacement of any of the Recreation Areas and any system of access to the Recreation Areas (excluding, however, any costs relating to the initial installation of the system of access addressed in paragraph no. 2, above, and the initial management costs of the system of access addressed in paragraph no. 3, above), including, without limitation, ad valorem taxes, management expenses, maintenance expenses, insurance premiums, capital repairs, **replacement of existing components**, reserves for replacement and/or maintenance of existing components, and utility charges to service the Recreation Areas. The Operating Expenses for each calendar year shall be estimated by Imperial Embassy Condominium 3 in a budget that is delivered to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 within a reasonable amount of time (within 30 days) of completion of the budget. Upon receipt of said budget, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 shall be afforded thirty (30) days to submit a substitute bid (from a competent and appropriately licensed vendor) for any portion of the budget. If no substitute bids are received by Imperial Embassy Condominium 3 within said thirty (30)-day period, the budget shall be deemed approved by Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2. If a substitute bid is timely submitted to Imperial Embassy

Condominium 3, Imperial Embassy Condominium 3 will review and consider the substitute bid as an option for reducing the Operating Expenses of the Recreation Areas. However, Imperial Embassy Condominium 3 shall have the final say as to all portions of the budget for the Operating Expenses.

The Condominium's Proportionate Share shall be calculated as follows:

- (a) Imperial Embassy Condominium 1 shall be responsible for 24/151 of the adopted budget of Operating Expenses for the Recreation Areas;
- (b) Imperial Embassy Condominium 2 shall be responsible for 40/151 of the adopted budget of Operating Expenses for the Recreation Areas; and
- (c) Imperial Embassy Condominium 3 shall be responsible for 87/151 of the adopted budget of Operating Expenses for the Recreation Areas.<sup>2</sup>

Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 agree to pay their Condominium's Proportionate Share to Imperial Embassy Condominium 3 **on a quarterly basis**. Failure of Imperial Embassy Condominium 1 or Imperial Embassy Condominium 2 to make any of their Condominium's Proportionate Share payment(s) shall result in immediate suspension of that entire Association's (including its members, guests, tenants, and/or invitees) right to access and use the Recreation Areas, until such time as payment is brought current. If at any time Imperial Embassy Condominium 1 or Imperial Embassy Condominium 2 is in payment default, then that Association may cure any non-payment and reinstate use rights under this Agreement by paying the amount of moneys specified as due and owing. If Imperial Embassy Condominium 1 or Imperial Embassy Condominium 2 becomes current, then Imperial Embassy Condominium 3 must reinstate the suspended Association's use rights. If at any time the use rights of Imperial Embassy Condominium 1, Imperial Embassy Condominium 2, and/or Imperial Embassy Condominium 4 are terminated, then the Condominium's Proportionate Share for those that remain shall be adjusted to reflect the total number of participating units. Quarterly payment shall be due on the first day of the months of January, April, July and October each year and will be considered late if not paid by the 10<sup>th</sup> day of each such month resulting in immediate deactivation of the key fobs. Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 shall have 60 days to bring any delinquent payments current which will result in reactivation of the key fobs and will avoid termination of this agreement. **For the purposes of commencement of the access and use rights articulated herein, Imperial Embassy Condominium 1 and/or Imperial Embassy Condominium 2 shall make a pro-rated quarterly payment once all conditions set forth in paragraphs 2 and 3 above have been met.**

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<sup>2</sup> Should Imperial Embassy Condominium 4, which consists of 64 units, also use the Recreation Areas, the Condominium's Proportionate Share shall be calculated as follows: [a] Imperial Embassy Condominium 1 shall be responsible for 24/212 of the adopted budget of Operating Expenses for the Recreation Areas; [b] Imperial Embassy Condominium 2 shall be responsible for 40/212 of the adopted budget of Operating Expenses for the Recreation Areas; [c] Imperial Embassy Condominium 3 shall be responsible for 87/212 of the adopted budget of Operating Expenses for the Recreation Areas; and [4] Imperial Embassy Condominium 4 shall be responsible for 61/212 of the adopted budget of Operating Expenses for the Recreation Areas.

6. Disclosures. Within thirty (30) days of receipt of a written request, Imperial Embassy Condominium 3 shall provide to Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 copies of any requested documentation related to: collection of the Condominium's Proportionate Share; Operating Expense expenditures; estimates, contracts, bids or invoices received from any vendor related to the Recreation Areas; insurance certificates related to the Recreation Areas; proposed or adopted budgets of Operating Expenses for the Recreation Areas; maintenance or repair schedules related to the Recreation Areas; and/or a current copy of the rules for the Recreation Areas.

7. Maintenance, Repair and Replacement. Imperial Embassy Condominium 3 shall use the funds received from Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 for the reasonable and timely maintenance and repair of the Recreation Areas. Imperial Embassy Condominium 3 shall arrange for the maintenance and repair of the Recreation Areas so that Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 may have reasonable and customary access to and use of the Recreation Areas. Imperial Embassy Condominium 3 is under no obligation to keep the Recreation Areas as currently configured and may, consistent with paragraph no. 8 below, add or eliminate facilities or features from the Recreation Areas.

8. Capital Improvements. The cost of improvements to the Recreation Areas that materially alter or modify the Recreation Areas shall not be considered an Operating Expense. Such "Capital Improvement Expenses", or any expense that will require an extraordinary expenditure of funds in any year that would exceed twenty-five (25%) of the previous year's adopted budget for Operating Expenses (hereinafter and "**Extraordinary Expenditure**"), must first be approved by vote of the boards of Imperial Embassy Condominium 1 Association, Imperial Embassy Condominium 2 Association and Imperial Embassy Condominium 3 Association. If a board votes to disapprove said Capital Improvement Expense or Extraordinary Expenditure, the respective association cannot be held responsible for paying said Capital Improvement Expense or Extraordinary Expenditure. No part of this paragraph is applicable to any expenses set forth in paragraph 5 above.

9. Mutual Release. Imperial Embassy Condominium 1, for itself and as representative of all of its members, and Imperial Embassy Condominium 2, for itself and as representative of all of its members, for the consideration set forth herein and as part of the overall settlement set forth herein, have released, acquitted and discharged, and by these presents do hereby release, acquit, and forever discharge, Imperial Embassy Condominium 3 and all of its parent corporations, subsidiaries, and affiliates, including all past and present officers, directors, employees, administrators, successors, assigns, agents, attorneys, managers, insurers, and representatives, of and from any and all claims, actions, causes of action, damages or demands, both compensatory and punitive, in whatever name or nature, in tort, in equity, in contract, or by statute, that existed, or potentially could have been asserted in the Lawsuit. Imperial Embassy Condominium 3, for the consideration set forth herein and as part of the overall settlement set forth herein, has released, acquitted and discharged, and by these presents do hereby release, acquit, and forever discharge, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 and all of their parent corporations, subsidiaries, and affiliates, including all past and present officers, directors, employees, administrators, successors,

assigns, agents, attorneys, managers, insurers, and representatives, of and from any and all claims, actions, causes of action, damages or demands, both compensatory and punitive, in whatever name or nature, in tort, in equity, in contract, or by statute, that relate to payment of past due monies owed for use of the Recreational Areas and/or for their proportionate share of the key fob access system described in paragraph 2 above.

10. Ownership of Claims. The Parties warrant and represent that they own all of the claims and causes of action that they release by executing this Agreement. The Parties further warrant and represent that they have not sold, assigned, granted or transferred, and will not sell, assign, grant, or transfer to any other person, firm, corporation, or other entity any of such claims or causes of action or any part thereof, regardless of whether such claim was actually asserted in the Lawsuit. The Parties specifically represent and warrant that they each have the authority to enter into this Agreement and that the same is binding on the respective corporate entities, including their respective successors and assigns.

11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Imperial Embassy Condominium 3 and shall inure to the benefit of current and future members of Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2.

12. Indemnification. Imperial Embassy Condominium 1, Imperial Embassy Condominium 2, and Imperial Embassy Condominium 3 further represent and warrant that they have the authority to bind themselves and their members, past and present, to this Agreement (including the releases set forth herein). In that regard, and for the consideration set forth herein, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 agree to defend, indemnify, and hold harmless Imperial Embassy Condominium 3 against any and all claims, suits, and/or demands brought by, or on behalf of, any past, present, or future member of Imperial Embassy Condominium 1 or Imperial Embassy Condominium 2 against Imperial Embassy Condominium 3 relating to access to, or use of, the Recreation Areas, including (but not limited to) any claims, suits, or demands seeking money damages for Imperial Embassy Condominium 3's alleged wrongful denial of access to, or use of, the Recreation Areas. Imperial Embassy Condominium 3 agrees to defend, indemnify, and hold Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 harmless against any and all claims, suits, and/or demands for damages or injury to persons or property at any time on the Recreation Areas, from any cause whatever that may at any time exist from the use or condition of the Recreation Areas, unless caused by any negligent act or omission (of a duty set forth herein) of Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 (including their members, past and present). **Provided, however, that Imperial Embassy Condominium 3's obligation to indemnify above is conditioned upon Imperial Embassy Condominium 3 receiving approval from its general liability and umbrella carrier of such language. If Imperial Embassy Condominium 3 does not receive such approval, Imperial Embassy Condominium 1 and/or Imperial Embassy Condominium 2 shall have the option of waiving said indemnification provision or declaring this Agreement to be null and void.**

13. Recordation. This Agreement shall be recorded in the Public Records of Pasco County, Florida. Further, no amendment, modification or termination of this Agreement shall be effective unless in writing and recorded in the Public Records of Pasco County, Florida.

14. Dismissal of the Lawsuit. Within five (5) business days of the execution of this Agreement, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 will dismiss the Lawsuit with prejudice.

15. Attorneys' Fees and Costs. Each Party agrees to bear its own attorneys' fees and costs incurred in the Lawsuit.

16. Governing Law. This Agreement shall be governed and conformed in accordance with the laws of the State of Florida. The Parties agree that if any provision in this Agreement is held to be invalid, illegal or unenforceable, either legislatively or judicially, such provision will be severed herefrom, and the remainder of this Agreement will continue to be valid and enforceable unless such determination of validity shall deprive either Party of the substantial benefit of the Party's bargain. The Parties agree that any determination by any federal, state or local authority regarding treatment of the terms or consideration of this Agreement under any laws regarding taxation shall not constitute an event depriving either Party of the substantial benefit of its bargain.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the Parties. The Parties acknowledge that they have not relied upon any representations, promises, or agreements of any kind made in connection with the Agreement, except for those set forth within this Agreement.

18. Enforcement. If at any time after the execution of this Agreement it is established that any Party to this Agreement has violated its terms, the other Party or Parties shall have the right to seek appropriate relief, including, but not limited to, a permanent injunction restraining further violations, specific performance, damages, as appropriate, and reasonable attorneys' fees to the prevailing Party or Parties in any such action. If any enforcement action is commenced under this paragraph, then notwithstanding the indemnification obligations under paragraph no. 12 above, Imperial Embassy Condominium 1 and Imperial Embassy Condominium 2 are not required to indemnify Imperial Embassy Condominium 3. The parties will engage in pre-suit mediation as a condition precedent to any lawsuit contemplated under this paragraph.

19. No Admission. The Parties agree that this Agreement shall not be construed as an admission by any of them of a violation of any contractual, statutory, equitable, common law, or other right and shall not be admissible in any proceeding as evidence of unlawful conduct by them.

20. Notices. All notices provided herein shall be deemed delivered if delivered by mail, facsimile, electronic mail, or hand-delivery to the President and to the Registered Agent of the Party.

IN WITNESS WHEREOF, Imperial Embassy Condominium One, Inc., a Florida not-for-profit corporation, Imperial Embassy Condominium Two, Inc., a Florida not-for-profit corporation, and Imperial Embassy Condominium Three, Inc., a Florida not-for-profit corporation, have caused this Agreement to be executed by their undersigned officer authorized to execute instruments for and on their behalf.



*THIS AGREEMENT CONTINUES ON PAGES 11-14*

IMPERIAL EMBASSY CONDOMINIUM ONE,  
INC., a Florida not-for-profit corporation

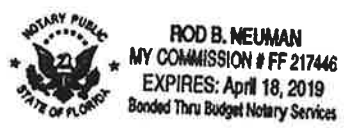
Sandra A. Woods  
By (Print Name): SANDRA A. Woods  
Its: Sec/TREASUR  
Dated: 11/29/17

Witness: [Signature]  
Print Name: Rod B. Neuman

Witness: [Signature]  
Print Name: Melissa J. Knight

STATE OF FLORIDA  
COUNTY OF ~~PASCO~~ HELLSBOR sd 64

BEFORE ME, the undersigned authority, personally appeared Sandra Ann Woods,  
as Secy/Treasurer for IMPERIAL EMBASSY CONDOMINIUM ONE, INC., who is  
personally known to me or produced Fl. Drivers License as identification.



[Signature]  
NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IMPERIAL EMBASSY CONDOMINIUM TWO, INC.,  
a Florida not-for-profit corporation

Kathleen F. Rowe  
KATHLEEN F. Rowe

By (Print Name): \_\_\_\_\_

Its: Treasurer

Dated: 11-29-17

Witness: [Signature]  
Print Name: Rod B. Neuman

Witness: [Signature]  
Print Name: Melissa J. Knight

STATE OF FLORIDA  
COUNTY OF ~~PASCO~~ HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Kathleen F. Rowe,  
as Treasurer for IMPERIAL EMBASSY CONDOMINIUM TWO, INC., who is  
personally known to me or produced NY Drivers License as identification.

[Signature]

NOTARY PUBLIC, State of Florida


Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

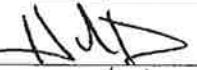


ROD B. NEUMAN  
MY COMMISSION # FF 217446  
EXPIRES: April 18, 2019  
Bonded Thru Budget Notary Services

IMPERIAL EMBASSY CONDOMINIUM  
THREE, INC., a Florida not-for-profit corporation

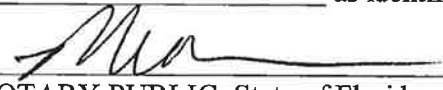
  
By (Print Name): DONALD BODENHAM  
Its: President  
Dated: 11/29/2017

Witness:   
Print Name: Rod B. Neuman

Witness:   
Print Name: Helen Kelly

STATE OF FLORIDA  
COUNTY OF ~~PASCO~~ HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared Donald N. Bodenham,  
as President for IMPERIAL EMBASSY CONDOMINIUM THREE, INC., who  
is personally known to me or produced Canadian Drivers License as identification.

  
NOTARY PUBLIC, State of Florida



ROD B. NEUMAN  
MY COMMISSION # FF 217446  
EXPIRES: April 18, 2019  
Bonded Thru Budget Notary Services

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

## LEGAL DESCRIPTION OF RECREATION AREAS:

Commence at the Southwest corner of Tract 20 of Tampa-Tarpon Springs Land Company's subdivision of Section 17, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida; thence run South 89°37'05" East along the South line of Tract 20, a distance of 351.28 feet to a point on the East right-of-way line of Azalea Drive; run thence along said right-of-way line North 00°21'48" East, a distance of 10.0 feet; thence South 89°37'05" East, 83.67 feet; thence North 00°20'22" East, 75.0 feet; thence North 15°13'52" East, 25.87 feet for a Point of Beginning; from said Point of Beginning run thence North 00°20'22" East, 125.0 feet; thence South 89°37'05" East, 135.0 feet; thence South 00°20'22" West, 125.0 feet; thence North 89°37'05" West, 135.0 feet to the Point of Beginning.