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FILED IN THE
PUBLIC RECORDS
PASCO COUNTY, FLA

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DECLARATION FOR
THE CREATION and ESTABLISHMENT of
IMPERIAL EMBASSY CONDOMINIUM TWO

(Pursuant to the Florida Condominium Act, Chapter 711, Florida Statutes)

A. SUBMISSION STATEMENT:

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

B. NAME:

The name by which this condominium is to be hereinafter identified is **IMPERIAL EMBASSY CONDOMINIUM TWO**.

C. LEGAL DESCRIPTION OF LAND INCLUDED:

A portion of the West 1/2 of Tract 20 of Tampa-Tarpon Springs Land Company 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; being further described as follows:

Commence at the Southwest corner of said Tract 20 for a Point of Beginning; thence run along the West boundary of said Tract 20, North 00° 21' 48" East, a distance of 330.81 feet to the Northwest corner of said Tract 20; thence along the North boundary of said Tract 20, South 89° 36' 05" East, a distance of 289.28 feet; thence run South 29° 23' 01" East, a distance of 24.19 feet; thence run South 00° 21' 48" West, a distance of 309.73 feet to the South boundary of said Tract 20; thence along the South boundary of said Tract 20, North 89° 37' 03" West, a distance of 301.28 feet to the Point of Beginning.

Less and except the following described parcel:

A portion of the West 1/2 of Tract 20 of Tampa-Tarpon Springs Land Company Subdivision of Section 17, Township 26 South, Range 16 East, as shown on Plat Book 1, Pages 68, 69, and 70 of the Public Records of Pasco County, Florida; being further described as follows:

Commence at the Southwest corner of said Tract 20 for a Point of Beginning; Of Tampa-Tarpon Springs Land Company Subdivision of Section 17, Township 26 South, Range 16 East, as shown on Plat Book 1, Pages 68, 69, and 70 of the Public Records of Pasco County, Florida; thence South 89° 37' 03", East 301.28 feet; thence North 0° 21' 48" East 135.95 feet; thence South 89° 51' 48" West 242.85 feet, Thence South 0° 16' 12" West 58.95 feet; thence South 89° 31' 12" West 58.80 feet; thence South 0° 21' 43" West 75.0 feet to the Point of Beginning.

D. DEFINITIONS:

- (1) Common elements - The portions of the condominium property not included in the units as further described in paragraph M (5) hereof.
- (2) Common expenses - The expenses for which the unit owners are liable to the association, and as further defined in Florida Statutes, Section 711.14 (1969).
- (3) Common surplus - The excess of all receipts of the association, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.
- (4) Unit - A part of the condominium property which is to be subject to private ownership.
- (5) Unit owner - The owner of a condominium parcel.

E. 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.

F. SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS:

Exhibit "B" attached hereto and made a part hereof, and consisting of *five* pages, contains all information, matters and things as required by Florida Statutes, Section 711.08 (e) (1969)

G. UNDIVIDED SHARES IN THE COMMON ELEMENTS:

<u>Unit Number</u>	<u>Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit</u>
1A	2.762% 1A
2A	2.657% 2A
3A	2.657% 3A
4A	2.657% 4A
5A	2.383% 5A
6A	2.383% 6A
7A	2.383% 7A
8A	2.657% 8A
9A	2.657% 9A
10A	2.657% 10A
11A	2.657% 11A
12A	2.893% 12A
13A	2.145% 13A
14A	2.506% 14A
15A	2.506% 15A
16A	2.145% 16A
17A	2.145% 17A
18A	2.506% 18A
19A	2.506% 19A
20A	2.138% 20A
21A	2.762% 21A
22A	2.657% 22A
23A	2.657% 23A
24A	2.657% 24A
25A	2.383% 25A
26A	2.383% 26A
27A	2.383% 27A
28A	2.657% 28A
29A	2.657% 29A
30A	2.657% 30A
31A	2.657% 31A
32A	2.893% 32A
33A	2.145% 33A
34A	2.506% 34A
35A	2.506% 35A
36A	2.145% 36A
37A	2.145% 37A
38A	2.506% 38A
39A	2.506% 39A
40A	2.138% 40A

**H. 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 Undivided Shares In The Common Expenses & Surplus Appurtenant to Each Unit</u>
1A	2.689% 1A
2A	2.689% 2A
3A	2.689% 3A
4A	2.689% 4A
5A	2.240% 5A
6A	2.240% 6A
7A	2.240% 7A
8A	2.689% 8A
9A	2.689% 9A
10A	2.689% 10A
11A	2.689% 11A
12A	2.918% 12A
13A	2.288% 13A
14A	2.458% 14A
15A	2.458% 15A
16A	2.288% 16A
17A	2.288% 17A
18A	2.458% 18A
19A	2.458% 19A
20A	2.154% 20A
21A	2.689% 21A
22A	2.689% 22A
23A	2.689% 23A
24A	2.689% 24A
25A	2.240% 25A
26A	2.240% 26A
27A	2.240% 27A
28A	2.689% 28A
29A	2.689% 29A
30A	2.689% 30A
31A	2.689% 31A
32A	2.918% 32A
33A	2.288% 33A
34A	2.458% 34A
35A	2.458% 35A
36A	2.288% 36A
37A	2.288% 37A
38A	2.458% 38A
39A	2.458% 39A
40A	2.154% 40A

I. VOTING RIGHTS OF OWNERS OF UNITS:

There is hereby allocated One (1) vote to each of the forty (40) 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 only one vote attributed to such unit.

J. METHOD OF AMENDMENT OF DECLARATION:

(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 of the condominium, by an affirmative vote of seventy-five percent (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 J, 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 the position, right or equity of First Federal Savings and Loan Association of Tarpon Springs 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 M (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.

K. 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 J. (1) above.

L. NAME OF ASSOCIATION - RESIDENT AGENT:

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

Thomas R. Spencer, Jr., Attorney, a resident of Miami, Florida, whose address is 1150 S. W. 1st Street, is hereby designated as the person to receive service of process upon the Association as its agent.

M. 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 a Long Term Lease with A. N. Britt and M. H. Foster, Trustees, Fee Owners 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 paragraphs conditions, reservations, restrictions, covenants and equitable servitudes which shall run with the land, to wit:

(a) There is hereby reserved unto the said Fee Owner, his heirs, executors, administrators, successors or assigns, the right to receive the total sum of NINE THOUSAND THREE HUNDRED AND SIXTY (\$9,360.00) DOLLARS 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.

(b) 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 H. of this Declaration, by the total annual sum.

(c) 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.

(d) 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 1970 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 1970 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.

(e) All payments by unit owners shall be paid to the IMPERIAL EMBASSY CONDOMINIUM TWO 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 the Florida 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 in this respect 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.

(f) 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.

(g) Fee Owner agrees that the conditions and covenants contained in Paragraph M (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.

(h) Fee Owner shall have the following rights and remedies in the enforcing of the above reserved payments, to-wit: The right to re-entry for condition broken for such period of time as permitted by law; and all rights and remedies afforded by Law for the enforcement of covenants running with the land; and 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.

(a) 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 Florida Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Florida 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.

(b) 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 Florida Condominium Act in the manner provided by said Florida Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of 75% of the unit owners, as authorized and provided in Paragraph J (1) herein.

(4) Insurance.

(a) 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.

(b) 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.

(c) 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.

(d) 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 of the loss 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.

(e) 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.

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

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

(5) Common Elements.

(a) 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 Florida 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 Florida Condominium Act.

(b) 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% 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 Florida 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.

(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.

(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, or a maximum of six (6) weeks in any twelve (12) months' period; provided that at no time shall any one-bedroom unit be occupied by more than five (5) individuals and any two-bedroom unit be occupied by more than six (6) individuals.

(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 for 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; provided, however, that should any unit owner, his family, guests, invitees, lessees or sub-lessees in any way deface, mar, alter, change, repair or replace the common elements, the unit owner shall be liable for damages thereto and 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 in making noises, using musical instruments, radios, televisions and amplifiers so as not to disturb other occupants.

(m) No occupant shall play upon, or cause 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, or maid service, or furnishing of laundry and linens, or 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 Florida 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 presumed

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
Thomas R. Spencer, Sr.	Vice President	Director
M. H. Foster	Secretary-Treas.	Director

(11) (a) 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 M (8) and M (9) of this Declaration.

(b) 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 TWO 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 Florida 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 Florida 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 9th day of October, A. D., 1970.

Witnesses:

FLORIDA LEISURE HOMES, INC. (SEAL)

Anna M. Vickard
Anna D. Bailey

By: Thomas R. Spencer, Sr.
Thomas R. Spencer, Sr., President
Attest: M. H. Foster
Secretary-Treasurer

Witnesses:

Anna D. Bailey
Anna M. Vickard

M. H. Foster
M. H. Foster, Trustee
A. N. Britt
A. N. Britt, Trustee

STATE OF FLORIDA)
) ss:
COUNTY OF PASCO)

I HEREBY CERTIFY, that on this 9th day of October, A. D., 1970, before me personally appeared THOMAS SPENCER, SR., President, and M. H. Foster 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.

Anna M. Vickard
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 16, 1974
BONDED THROUGH FRED W. DIESTELHORST



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 acknowledgements, M. H. FOSTER and A. N. BRITT, Trustees, to me well known and known to me to be the individuals described in and who executed the foregoing Declaration, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at New Port Richey, County of Pasco and State of Florida, this 7th day of October, A. D., 1970.

Glenna M. V. [Signature]
Notary Public - State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 16, 1974
BONDED THROUGH EVERAL DUBOIS

Notary Seal



EXHIBIT "A"

BY LAWS

of

This Instrument Was Prepared by:
THOMAS R. SPENCER, JR.
Myers, Kaplan, Porter, Levinson & Kanin
1150 S.W. 1 Street
Miami, Florida 33130

IMPERIAL EMBASSY CONDOMINIUM TWO

The operation of the condominium property of **IMPERIAL EMBASSY CONDOMINIUM TWO** shall be governed by these By-Laws and in accordance with the provisions of Florida Statutes, Chapter 711 (1969) known as (and hereinafter referred to) the Florida Condominium Act.

ARTICLE I.

DEFINITIONS

Section 1. All words, phrases, names and/or terms used in the Declaration and these By-Laws shall have the same meaning and be used and defined the same as they are used and defined in the Florida Condominium Act.

ARTICLE II.

THE ASSOCIATION

Section 1. **Name.** The name of this Association is **IMPERIAL EMBASSY CONDOMINIUM TWO Association.**

Section 2. **Legal Status.** The Association is not incorporated but is an entity existing pursuant to the Condominium Act.

Section 3. **Members.** The owners of the condominium parcels shall be the members of this Association.

(a) Any legal entity capable of ownership of real property under the laws of Florida shall be eligible for membership.

(b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 4. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 5. Annual Meetings. The first annual meeting of the Association shall be held on the 1st day of November, 1970. Thereafter, the annual meetings of the Association shall be held on the 1st day of November of each succeeding year. At such meeting, there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 4 of subparagraph A of Article III of these By-Laws. The members may also transact such other business of the Association as may properly come before them. The date of the annual meeting may be changed upon vote or written consent of 75% of the Unit Owners.

Section 6. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors, or upon a petition signed by twenty per cent (20%) of the members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the members present, either in person or by proxy.

Section 7. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten, but not more than twenty, days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 8. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean unit owners having the right to vote twenty-one (21) or more votes.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 8 of this Article, shall constitute a quorum.

Section 10. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may (except as otherwise provided by law) adjourn the meeting to a time not more than forty-eight hours from the time the original meeting was called.

Section 11. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of Statute, or of the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 12. Proxies. A member may appoint any other member as a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting.

Section 13. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Committees.

- (f) Election of inspectors of election (if election to be held).
- (g) Election of Board members (if election to be held).
- (h) Unfinished business.
- (i) New business.

ARTICLE III.

ADMINISTRATION

A. BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three or five persons, as determined by majority vote of the membership, all of whom shall be members of the Association, be up to date in the payment of their respective assessments, and have complied with the rules and regulations of the Association.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Condominium Act, or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

- (a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements, and for contingencies.

(b) To promulgate such rules and regulations pertaining to use and occupancy of the common elements as may be deemed proper, and which are consistent with these By-Laws, the Condominium Act, and the Declaration. Such rules and regulations shall require the affirmative vote or written approval of seventy-five per cent (75%) of the unit owners before becoming effective.

(c) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine who shall act as legal counsel for the Association whenever necessary.

(e) To determine the depository for the funds of the Association.

(f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Florida Condominium Act.

(h) To act as trustee for the members and Association in collecting, settling and disbursement of insurance proceeds.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article.

Section 4. Election and Term of Office. At the first annual meeting of the Association, in the event the membership votes for five Directors, the term of office of two Directors shall be fixed at three years; the term of office of two Directors shall be fixed at two years; and the term of office of one Director shall be fixed at one year. In the event there are three Directors, the term of one Director shall be fixed at three years; the term of one Director shall be fixed at two years; and the term of one Director shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the unit owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the owners at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a vote of the majority of the unit owners of record, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 7. Compensation. No compensation shall be paid to Directors for their services as directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election, at such place as shall be fixed by the Board at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors 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.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

B. OFFICERS.

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

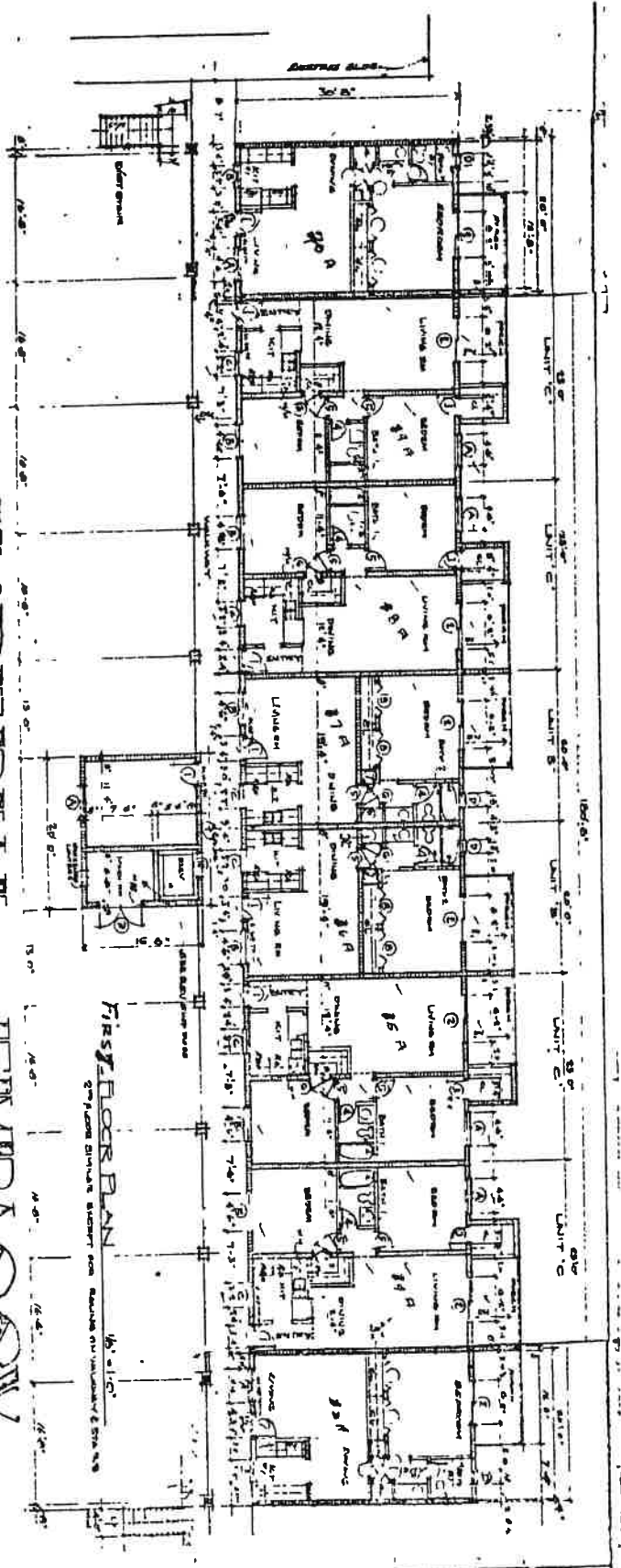
Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; he shall notify all unit owners when the Association receives notice from a unit owner of his desire to sell or lease his unit; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

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IMPERIAL EMBASSY CONDOMINIUM

EXHIBIT B



IMPERIAL EMBASSY CONDOMINIUM — EXHIBIT B

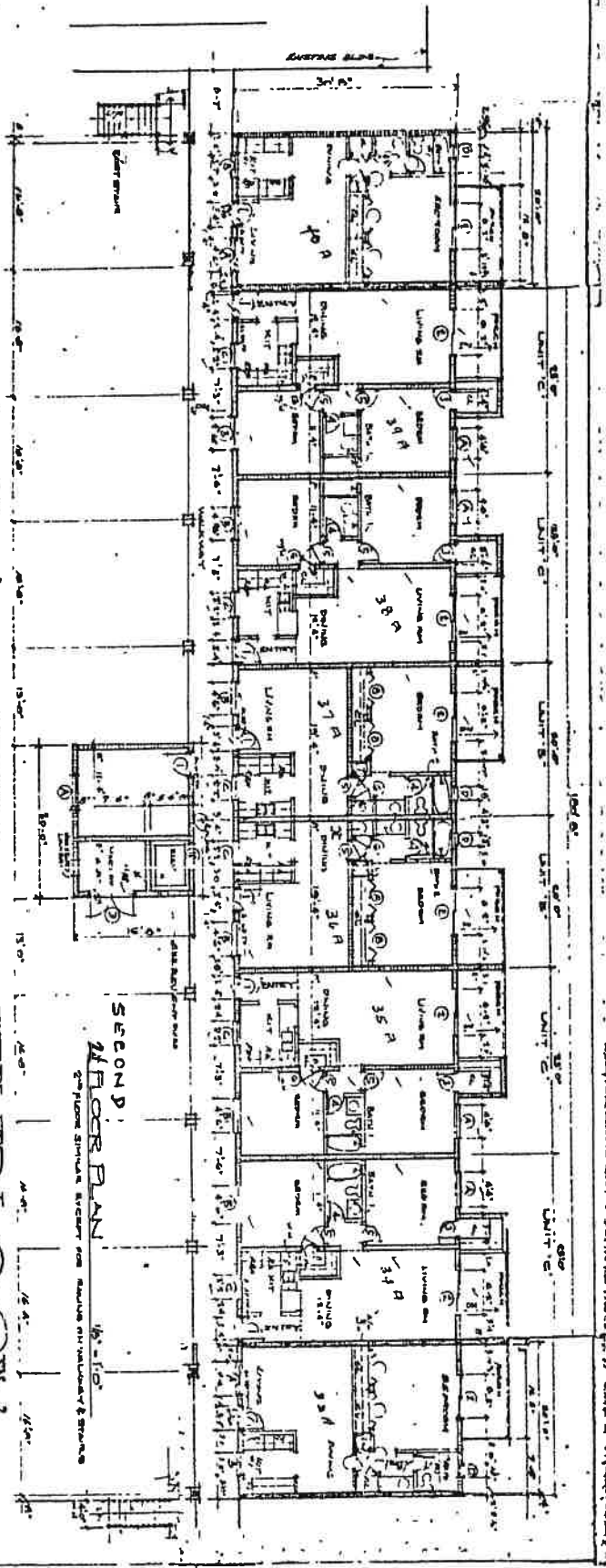
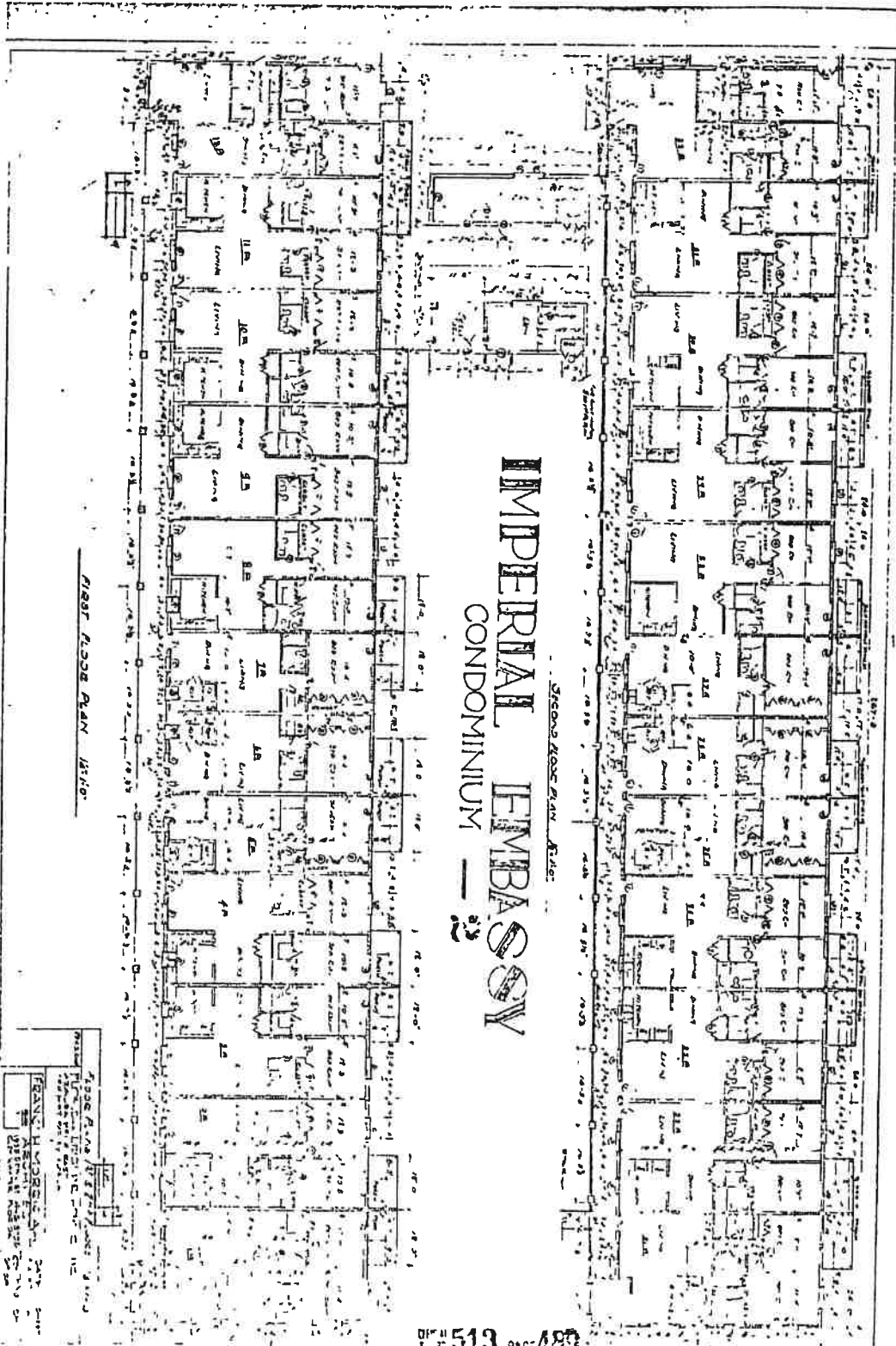


EXHIBIT B



5 of 5

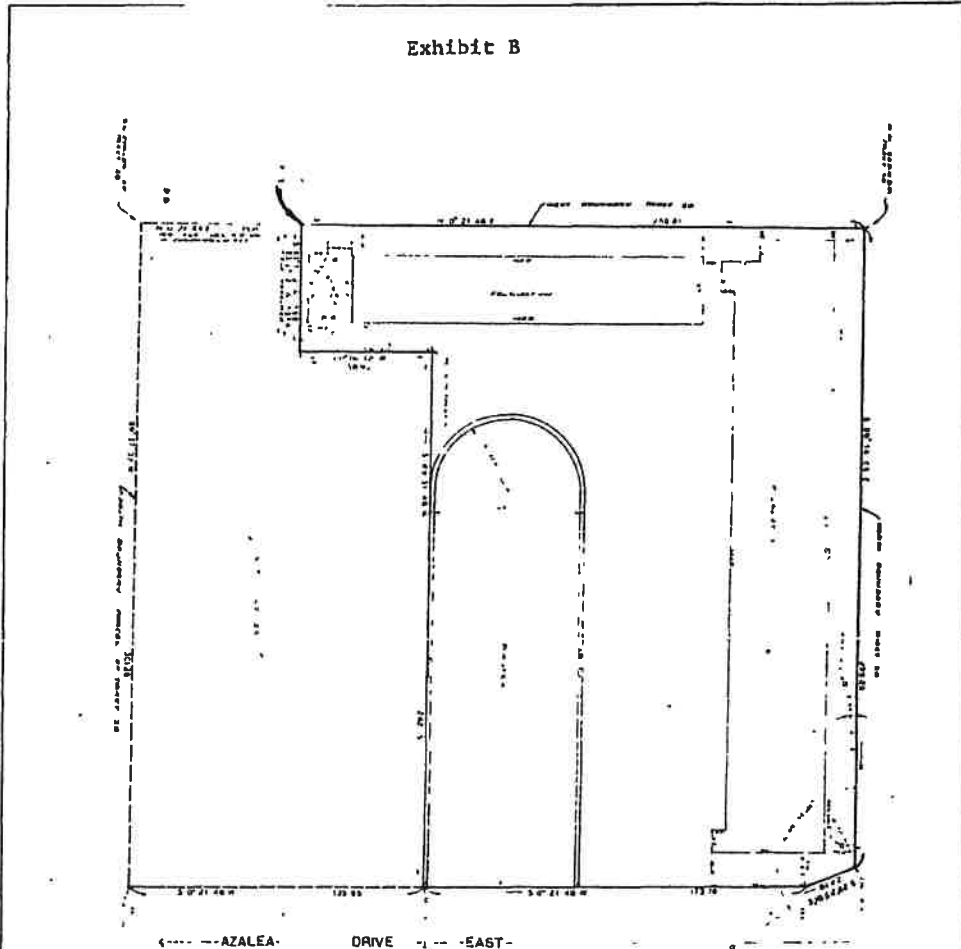


Exhibit B

← AZALEA DRIVE ← EAST →

LEGAL REPRESENTATIVE'S CERTIFICATE

I, the undersigned, being a duly qualified and sworn legal representative of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the document on file or of public record in this office, and that the same is a true and correct copy of the original as the same appears upon the records of the State of Florida.

Witness my hand and official seal this 14th day of May 2025.

NIKKI ALVAREZ SOWLES, CLERK & COMPTROLLER

BY: *[Signature]* DEPUTY CLERK

STATE OF FLORIDA, COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 14th DAY OF May 2025.

NIKKI ALVAREZ SOWLES, CLERK & COMPTROLLER

BY: *[Signature]* DEPUTY CLERK



DATE	14th
TIME	10:00 AM
BY	NIKKI ALVAREZ SOWLES
TITLE	CLERK & COMPTROLLER