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Prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF OAK LANDING
AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO THE BYLAWS OF OAK LANDING AT IMPERIAL LAKES HOMEOWNER'S ASSOCIATION, is made this 7th day of March, 2018, by the Board of Directors of the OAK LANDING AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit Florida corporation (the "Association").

RECITALS

A. The Association, pursuant to the Declaration of Covenants, Conditions and Restrictions for Oak Landing, as recorded in Official Records Book 6188, Pages 1332-1385, of the public records of Polk County, Florida, as amended (the "Declaration"), the Bylaws of Oak Landing at Imperial Lakes Homeowner's Association, Inc. attached to the Declaration as Exhibit C, recorded therewith (the "Bylaws"), and the Articles of Incorporation (the "Articles") recorded therewith and on file with the Secretary of State of Florida (collectively referred to as the "Governing Documents") is responsible for enforcement of and compliance with the Governing Documents.

B. Pursuant to the Article XII Amendments of the Bylaws, the Board of Directors may amend or repeal the Bylaws at a regular or special meeting of the Board by a majority vote of the Board of Directors present.

C. Pursuant to the Governing Documents and in accordance with Chapter 720 of the Florida Statutes, the Board of Directors desires to amend the Bylaws as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the Association hereby declares:

I. The following changes and modifications to the Bylaws are hereby incorporated into and made a part of the Association's Governing Documents as defined in the Florida Statutes, and shall be binding on all parties having any right, title, or interest in the lots, properties or land.

II. Article IV MEETING OF MEMBERS Section 1. Annual Meetings. is deleted in its entirety and replaced with the following:

Section 1. Annual Meetings. The annual meeting of the Association shall be held in January of each year or as soon thereafter as may be scheduled in accordance with the notice requirements in Section 3 of Article IV. The Board of Directors shall determine the date of the annual meeting and notice of the annual meeting shall be sent to each owner in accordance with the governing documents and the Florida Statutes. In the event of a conflict between the governing documents and the statutes regarding notice of the annual meeting, the governing documents of the Association shall apply. Business transacted at the Annual Meeting shall include the election of directors of the Association.

III. The following Article XVIII entitled "FEES" is hereby added to the Bylaws:

ARTICLE XVIII

FEES

Section 1. New Member Fee. Effective immediately, all lots sold, granted or conveyed after December 31, 2017, shall be subject to a "New Member Fee" of an amount equal to one and one-half times (1 ½ or 150%) of the amount of the total of the assessments for that fiscal year which shall be due and payable to the Association within thirty (30) days from any Member acquiring ownership to a Lot. **This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The New Member Fee shall be waived for: (a) transfers between spouses, (b) transfers where ownership (title) transfers under will or probate, (c) where imposition of a New Member Fee is prohibited by applicable law.** The Association or designated community association manager shall collect the New Member Fee by sending notice to the new Owner. The New Member Fee shall have the effect of an individual assessment as defined in the governing documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.

Section 2. Capital Improvement Fee. Effectively, immediately, all sales, conveyances and transfers of ownership shall be subject to a Capital Improvement Fee of \$1,200.00 payable to the Association. The fee shall be paid upon the transfer of title (deeds, mortgage foreclosures, deed-in-lieu of foreclosure and short-sales) of any Lot. **This shall provision shall only apply to entities, e.g., corporations, limited liability companies, banks, mortgage companies, lenders and non-resident owners, who do not reside in the community. The Capital Improvement Fee shall be waived for: (a) transfers between spouses, (b) transfers where ownership (title) transfers under will or probate, (c) where imposition of a Capital Improvement Fee is prohibited by applicable law.** The Association or designated community association manager shall collect the Capital Improvement Fee by sending notice to the new Owner the Capital Improvement Fee shall have the effect of an Individual Assessment as defined in the Governing Documents which becomes due and payable as of the date of the recording of the deed, certificate of title or other transfer instrument, in the public records.


Section 3. Compliance. Closing Agents shall collect the New Member Fee and Capital Improvement Fee during the conduct of any real estate closing involving a Lot. Lot Owners, Realtors, Lenders and Closing Agents shall comply with Chapter 720.401 and disclose the New Member Fee, Capital Improvement Fee, Lease Review Fee and Rental Surcharge and to all potential purchasers or buyers.

Section 4. Lease Review Fee. All leased properties are subject to a lease review fee of \$250.00 which shall be paid upon the commencement of any lease or rental agreement for any property in Oak Landing. The owner shall provide a fully executed copy of the Lease or Rental Agreement to the Association together with the Lease Fee. The Lease Review Fee shall have the effect of an individual assessment as defined in the governing documents

Section 5. Rental Surcharge. All leased properties shall be subject to a 3% Rental Surcharge. On or before December 31 of each year, the Owner shall pay the sum equivalent to 3% of the annual rent for any lease agreement for property in Oak Landing. The Owner may prepay in advance. The Rental Surcharge shall have the effect of an individual assessment as defined in the governing documents.

Adopted by a majority of the Board of Directors at the meeting held on March 7th, 2018.


DIRECTORS:


Name: Kyle Green



Name: Richard Sandoval


Name: Glenn Gillespie

Attested by:


Name: Richard Sandoval
As Its: Secretary

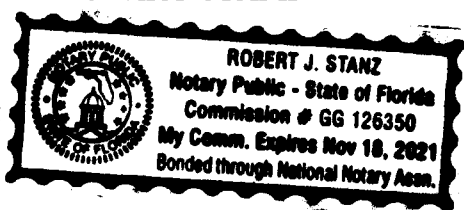
Acknowledged and Certified by:



Name: Glenn Gillespie
As Its: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Second Amendment to the Bylaws was acknowledged before me this 7th day of March, 2018, by Glenn Gillespie, the President of OAK LANDING AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC, a Florida non-profit corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ produced _____ as identification, and who did not take an oath.

NOTARY STAMP




Notary Public