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AMENDMENT TO BY-LAWS

OF

JACARANDA COUNTRY CLUB WEST HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT is made as of the 27th day of July 2022, by Jacaranda Country Club West Homeowners' Association, Inc., a Florida not for profit corporation (the "Association"), to certain Declaration of Covenants and Restrictions of Jacaranda Country Club West Homeowners' Association, Inc., recorded on August 28, 1973, in Official Records Book 5424, Page 456 and the Amended and Restated By-Laws recorded on July 25, 1997, in Official Records Book 26762, Page 0346 of the Public Records of Broward County, Florida, as amended thereafter.

Unless the context otherwise requires, any capitalized term not defined but uses herein shall have the meaning given to such word or words in the Declaration. Unless a paragraph is deleted in its entirety, new words inserted in the text are underlined and words deleted are lined through with hyphens.

A. Paragraph 7. FINANCE AND ASSESSMENT, subparagraph 7.06 is hereby added as follows:

7.06. Non-Payment of Assessments. If any Assessment is not paid within thirty (30) days after the due date, shall be subjected to a monthly late fee, pursuant to Florida law, and interest in an amount equal to the maximum rate allowable by law, beginning from the due date until paid in full. In addition, pursuant to Florida law, the Association may charge an administrative fee for collection letters sent to the defaulting Owner. The Association may, pursuant to Florida law, at any time thereafter, pursue collection action as it seems fit, including but not limited to bringing an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home and/or intercept rent, if applicable. The Association shall not be required to bring such an action if it believes that the best interest on Association would not be served in doing so. The Association shall have a lien against each Home to secure payment of assessments and other charges, as well as interest, late fees, costs of collection and Legal fees and costs. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies that by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

B. Paragraph 12. OCCUPANCY AND USE RESTRICTIONS, and its subparagraphs are hereby added as follows:

12. Selling, Renting and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the Association shall include in its Rules and Regulations a guideline, which shall comply with Florida law, to approve or reject the transfer of title or possession of Homes by any Owner, which shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

12.1 Transfers Subject to Approval.

12.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

12.1.2 Rent. No rentals of properties are allowed. The renewal of any rent, including any rent previously approved by Association, shall be denied and the Association will have the right to terminate any lease and take legal action against the tenant/resident, including eviction, and the Owner will be responsible for any legal fees and costs incurred by the Association. No Owner may transfer possession of a Home or any interest therein by rent for any period.

12.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following notice requirements:

12.2.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give notice to the Association, pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require.

12.2.2 Gift. An Owner who proposes to transfer his or her title by gift shall give notice to the Association pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

12.3 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or via a court certified process server, or by hand-delivery to the Association which shall give a receipt therefor.

12.4 Certificate of Approval

12.4.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, the Association shall conduct a live interview with the potential buyers and must either approve or disapprove the proposed transaction. If approved, a Certificate of Approval will be issued to the buyer, who shall record it as part of the deed.

12.4.2 Devise or Inheritance. Any person who has obtained a Home by

devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof, via means of an official recorded document conveying title to the property, together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance. If not approved, the Association shall have the right to deny occupancy of the new Owner and shall have the right to prevent the not approved owner to reside/occupy the Home by means of a court action at law or equity.

12.4.3 Gift. If the Owner giving notice proposed to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records. If not approved, the Association shall have the right to deny occupancy of the new Owner and shall have the right to prevent the not approved owner to reside/occupy the Home by means of a court action at law or equity.

12.5 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entirety cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

12.6 Unauthorized Transactions. Any sale, transfer mortgage or rent which is not authorized pursuant to the terms of this By-laws shall be void unless subsequently approved by Association, except for rents, which will not be approved.

12.7 Residential Use. Homes may be used only for residential purposes of a single family and for ancillary business, home occupation, or home office uses. A business, home occupation, or home office use shall be considered ancillary so long as:

12.7.1 the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Home;

12.7.2 the activity conforms to all zoning requirements for the Properties;

12.7.3 the activity does not involve regular visitation of the Home by clients, customers, employees, suppliers, or other invitees or door-to-door solicitation of residents of the Properties;

12.7.4 the activity does not increase traffic or include frequent deliveries within the Properties;

12.7.5 the activity conforms to the requirements of a customary home occupation as adopted from time to time by the City; and

12.7.6 the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole and absolute discretion of the Board.

12.7.7 The Association, at its own discretion, may decide to terminate a rent, or to evict a tenant that ignores or refuses to comply with Association's governing documents or its rules and regulations.

12.7.8 There shall be no solicitation of any kind to residents of the Properties;

No other business, trade, or similar activity shall be conducted upon a Home without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or a license is required.

C. Paragraph 13. EASEMENTS, and its subparagraphs are hereby added as follows:

13.1 Easements of Encroachment. Association reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Homes, between each Home and any adjacent Common Area, between Common Area or Adjacent Property, and between each Home and any adjacent Private Amenity or Adjacent Property due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon to a distance of not more than three (3') feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

13.2 Association reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements for access to Common Elements for maintenance or other purpose as the Association may seem fit as its own discretion, between adjacent Homes, between each Home and any adjacent Common Area, between Common Area or Adjacent Property, and between each Home and any adjacent Private Amenity or Adjacent Property to a distance of not more than three (3') feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

13.3 If (a) any portion of the Common Properties encroaches upon any other portion of the Properties; (b) any other portion of the Properties or the Association (including but not limited to the roof of any dwelling or the installation of a fence) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as result of (i) construction of any Dwelling unit or other Improvements; or (ii) settling or shifting of a Dwelling Unit or other Improvements; or (iii) any alternation or repair to the Properties or the Association; or (iv) any repair or restoration of any Dwelling Unit or other Improvements or any of the Properties after damage by any kind; or (v) any taking of condemnation or eminent domain proceeding or all or any portion of any Dwelling Unit, Improvements or Properties, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing the

encroachment shall stand.

D. Paragraph 14. MAINTENANCE OF HOMES is hereby added as follows:

14. MAINTENANCE OF HOMES. Each Owner shall be responsible for keeping the interior and exterior of his/her/its Home in a clean, safe and first class condition and in good repair. Each Owner shall be responsible for the maintenance in first class condition, replacement or repair of all roofs, doors, windows, screens, walls, and other exterior portions of his/her/its Home, including, without limitation, fences, walls, spas, pools, patio enclosures, balconies, and enclosures or railings, and paved driveways and related surfaces upon the front yard area. Each Owner shall also be responsible for the maintenance and first class condition and replacement of all landscaping including the mowing, trimming, watering, weeding, fertilizing and the removal of all dead, dying or diseased sod, plants, shrubs or trees.

This Amendment is made pursuant to Article 9.03, of the Amended and Restated By-Laws of the Association. Except as specifically amended hereby, the By-Laws of the Association shall remain in full force and effect ab initio.

This Amendment to the By-Laws shall be effective upon its recordation among the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Jacaranda Country Club West Homeowners' Association, Inc has, by its duly authorized officers, executed this Amendment as of the day and year first above written.

Jacaranda Country Club West Homeowners' Association,
Inc. By: Elisabeth Tasis Small

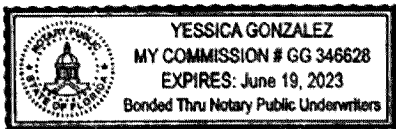
ELISABETH TASIS SMALL President

Attest:

By: Laurence Skolnik
LAURENCE SKOLNIK, Secretary

STATE OF FLORIDA)
COUNTY OF ~~MIAMI-DADE~~) Broward

The foregoing instrument was acknowledged before me, by means of physical presence, this 27 day of July, 2022, by Elisabeth Tasis Small as President of the Board of Directors of Jacaranda Country Club West Homeowners' Association, Inc., and attested by Laurence Skolnik, as Secretary of the Board of Directors of Jacaranda Country Club West Homeowners' Association, Inc., on behalf of the corporation who presented valid Florida driver's license as identification.



[Signature]
NOTARY PUBLIC