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CERTIFICATE OF AMENDMENT

**SECOND AMENDMENT AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
JACARANDA WEST**

We hereby certify that the attached amendments to the Second Amended and Restated Declaration of Covenants and Restrictions of Jacaranda West were duly adopted at the Annual Membership Meeting of **JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC.** (herein, the "Association") held on November 14, 2019 and reconvened on February 11, 2020.

A Declaration of Restrictions for Unit 33, and Sections No. 1, No. 2 and No. 3 of Unit 34, Venice Gardens, was recorded at Official Records Book 1045, Page 1070, et seq., as amended in the Public Records of Sarasota County Florida.

A Declaration of Restrictions for Jacaranda West Country Club Village Unit #1, was recorded at Official Records Book 1345, Page 670, et seq., as amended in the Public Records of Sarasota County, Florida.

A Declaration of Restrictions for Jacaranda West County Club Village Unit #2, was recorded at Official Records Book 1550, Page 936, et seq., as amended in the Public Records of Sarasota County, Florida, amending and restating the three Declarations reference hereinabove.

The Revised and Restated Declaration of Restrictions recorded at Official Records Book 2466, Page 1849, et seq., Public Records of Sarasota County did not contain the written joinder of owners as required in the Declarations and it is therefore uncertain if that document was properly adopted in accordance with the requirements of the original Declarations.

An Amended and Restated Agreement for Jacaranda was approved by not less than two-thirds of the total membership at a membership meeting held on November 21, 2002, as recorded on March 19, 2003, as Instrument 2003052188 in the Public Records of Sarasota County, Florida. The original Agreement recorded at Official Records Book 1045, Page 1956 et seq., Public Records of Sarasota County, did not contain a provision authorizing amendment and it is therefore doubtful whether the revisions adopted to the agreement as Reflected in the Amended and Restated Agreement for Jacaranda were legally adopted absent consent of all owners and lienors of the property subject to the Agreement.

An Amended and Restated Declaration was approved in writing effective January 1, 2003 by not less than a majority of the lot owners in each subdivision subject to the declarations, which joinders and consents were attached thereto as exhibits, as recorded on February 25, 2003, as Instrument 2003036036 of in the Public Records of Sarasota County, Florida.

The Board of Directors of Jacaranda West Homeowners' Association #1, Inc., f/k/a The Willows Homeowners' Association, Inc., at a properly called Board meeting held on April 2, 2012, approved by affirmative vote of not less than a majority of its Directors to approve this Amended and Restated Declaration and otherwise vote to integrate all validly adopted provisions into a single instrument.

The Second Amended and Restated Declaration of Covenants and Restrictions was approved by not less than a majority of those Members who cast their vote in person or by proxy, at a duly called meeting held on April 24, 2012.

The amendments to the Second Amended and Restated Declaration of Covenants and Restrictions of Jacaranda West was approved by more than two-thirds (2/3) of the voting interests who cast their vote in person or by proxy. At least two-fifths (2/5ths) of the entire membership cast a vote on the amendments, pursuant to Article 10 of the Second Amended and Restated Declaration of Covenants and Restrictions of Jacaranda West.

The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 14 day of April, 2020.

Sign: Jo Ann Finnell

Print: Jo Ann Finnell

Sign: Lynn Lakel

Print: Lynn Lakel

Sign: Jo Ann Finnell

Print: Jo Ann Finnell

Sign: Lynn Lakel

Print: Lynn Lakel

JACARANDA WEST HOMEOWNERS'
ASSOCIATION #1, INC.

By: George Jackowski
George Jackowski, President

Attest: Clayton Harrington
By: Clayton Harrington
Clayton Harrington, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

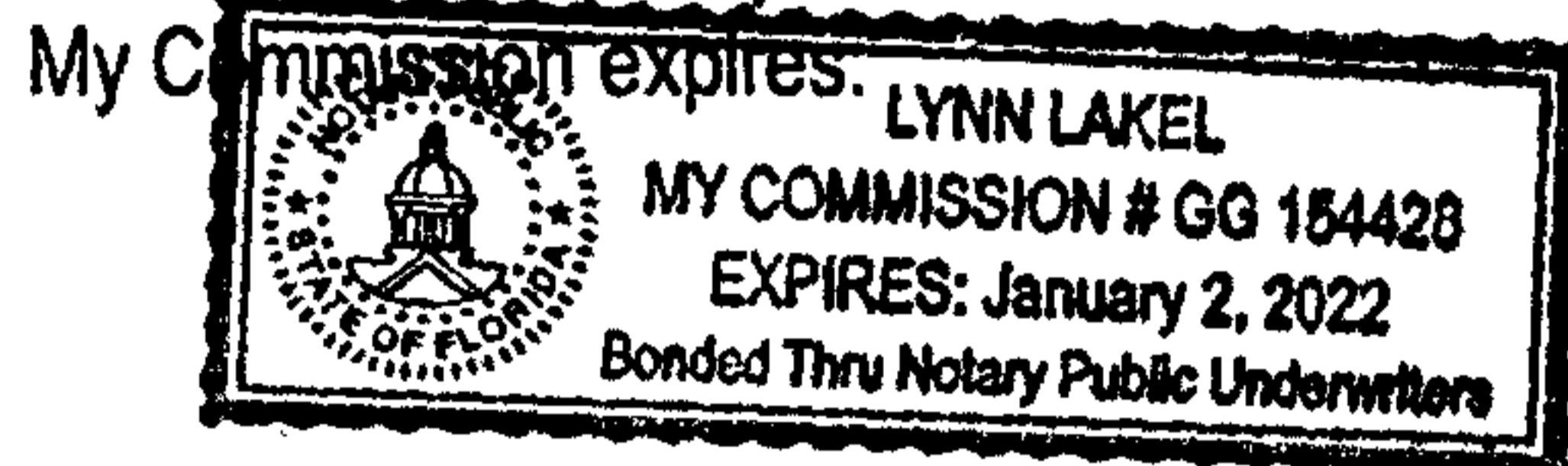
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of April, 2020, by George Jackowski as the President of JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: Lynn Lakel

Print: Lynn Lakel

State of Florida (Seal)



STATE OF FLORIDA
COUNTY OF SARASOTA

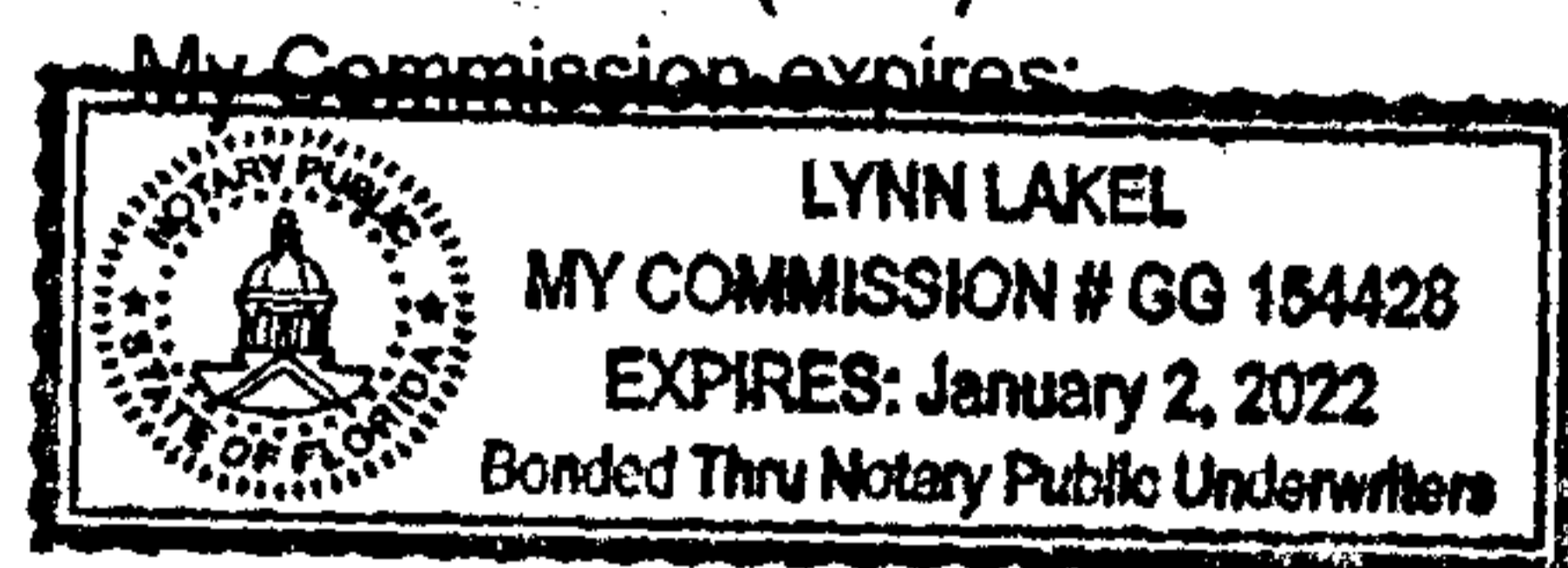
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of April, 2020, by Clayton Harrington as the Secretary of JACARANDA WEST HOMEOWNERS' ASSOCIATION #1, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: Lynn Lakel

Print: Lynn Lakel

State of Florida (Seal)



AMENDMENTS

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR JACARANDA WEST

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE 9 GENERAL USE AND MAINTENANCE RESTRICTIONS

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9.13 Parking.

(a) The following vehicles are prohibited from being parked on any Lot, Dwelling driveway, Common Area, Common Element, or on the streets within the Jacaranda West Community:

1. Boats;
2. Campers;
3. Recreational Vehicles;
4. Trailers;
5. Motor Homes;
6. Pick-up trucks that are not Permitted Vehicles as set forth in Paragraph 9.13(c) below;
7. Pick-up trucks that are not Permitted Vehicle because of modifications as set forth in Paragraph 9.13(d) below;
8. Commercial trucks;
9. Commercial vehicles;
10. Car covers.

The prohibited vehicles listed in this Paragraph 9.13(a) 2, 3 and 5 will be permitted to be parked on a Dwelling Driveway or the streets within the Jacaranda West Community for the purposes of loading and unloading up to a total three (3) hours during a twenty-four (24) hour period if permission is first obtained from the ~~Board of Directors or the Association Management Company~~.

...

ARTICLE 11 ENFORCEMENT

11.1. **Enforcement.** If any Owner of a Lot or Dwelling, tenant, guest, occupant, person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of the obligations or restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, it shall be the right of the Association or any Owner of a Lot or Dwelling within the Property to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such persons from so doing, or to recover damages, or to foreclose against the land any lien created hereunder, or otherwise. In the event such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, that person as well as the Owner of the Lot or Dwelling the offending party is affiliated with ~~he~~ shall bear all expense of the litigation, including court costs and reasonable attorney fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. The Association shall not be obliged to enforce

the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

11.2 Waiver. Failure of the Association or any other person or entity to enforce any provision of this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Association or any of the Owners from enforcing the restrictions set forth herein.

11.3 Association Self-Help Remedy. Further, the Association shall have the right, upon ten (10) days prior written notice by hand delivery, certified or registered mail, return receipt requested, to take such action as the Association shall deem necessary to cure the default of any Owner who fails or refuses to comply with the provisions hereof (including, but not limited to, the entry upon the Owner's Lot without being guilty of trespass, for towing vehicles that are in violation of parking restrictions or Rules and Regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, all costs and attorney's fees reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Lot Owner on demand, and shall be deemed an assessment and secured by the Association's assessment lien in favor of the Association on the defaulting Owner's Lot as described in Article 6. To the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys and paralegal's fees actually incurred by the Association and the Association shall have the right to foreclose its claim of lien against the Property as a remedy for ~~collection~~[MC1].

11.4 Authority of Board of Directors to Levy Fines and/or Sanctions.

(a) **Fines.** The Board of Directors may levy reasonable fines against a Lot, the Owner of a Lot or Dwelling, or its lessee, occupant, licensee or invitee for failure of the Owner of the Lot or Dwelling, or its lessee, occupant, licensee or invitee to comply with any provision of the Declaration, ~~or the Bylaws, the reasonable Rules and Regulations rules of the Association, or the Architectural Standards of the Association.~~ Nothing herein shall authorize the Association or Board of Directors to limit an Owner or occupant ingress and egress to or from the Owner's Lot or Dwelling. In the event that any occupant of a Lot or Dwelling violates the Declaration, the Bylaws, or the Rules and Regulations, or the Architectural Standards, a fine shall be first assessed against the occupant residing in the Lot or Dwelling therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner of the Lot or Dwelling shall pay the fine upon notice from the Association. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed ~~\$10,000.00~~ \$2,000.00. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the Owner or occupant and, if applicable, its licensee or invitee. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The failure of the Board of Directors to enforce any provision of the Declaration, ~~or the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association,~~ shall not be deemed a waiver of the right of the Board of Directors to do so thereafter. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

~~(a) At least fourteen (14) days prior to the confirmation levying a fine and/or sanction, the Association shall provide written notice to the Lot Owner and alleged violator (if not the same person) by service of process, certified mail, or by hand delivery, which notice shall include the following:~~

(b) **Notice.** After a fine is levied by the Board of Directors, a fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) Members, known as the Hearing Panel, appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. The notice shall include the following information:

- (1) ~~A short plain statement of the matters asserted by the Association to constitute the violations; including but not limited to the specific violation alleged, the date, time and location of each alleged violation for which a fine may be imposed;~~
- (2) ~~A description of the proposed fine and/or sanction to be imposed;~~
- (3) ~~A statement that the Association will provide a hearing before the Hearing Panel if the Lot Owner and/or alleged violator (if not the same person) submits a request for a hearing in writing to the Board of Directors within fourteen (14) days of receipt of the fine and/or sanction notice; and~~
- (3) A statement that the Lot Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Hearing Panel Fining Committee.

The 14 day notice shall also be provided to the Owner of a Lot or Dwelling that the accused/offending party is affiliated with if said accused/offending party is not the Owner of a Lot or Dwelling.

(c) **Hearing Panel.** ~~If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before a Standing Committee, known as the Hearing Panel, comprised of at least three (3) Lot Owners appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child or sibling of an officer, director or employee. At the hearing, the party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Hearing Panel, by majority vote which may be taken by secret ballot, does not agree to fine or sanction, it may not be levied. Prior to the effectiveness of any fine hereunder proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused /offending party appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed. Any fine levied by the Board and approved by the Hearing Panel will be considered a special assessment against the Lot or Dwelling to which it is imposed.~~

~~(c) Collection of Fines. Upon the levying of any fine, the Board may collect such fines in one (1) or more installments.~~

(d) **Collection of Fines, Liens for Fines and Foreclosure.** After the levy of any fine by the Board and after the imposition of the fine after being approved by the Hearing Panel, the Board may collect the fine in one or more installments. Once a fine is duly levied and imposed, and the hearing process has been exhausted, regarding any fines exceeding in the aggregate \$3,000 against a Lot or Dwelling, the Association has the authority to record a lien on the subject Lot or Dwelling for the amount of the fines, which would include related attorney fees associated with the imposition of the fine, interest on the amounts due and any costs and attorney's fees incurred in creating and enforcing and/or foreclosing the lien. The Association has the authority to initiate foreclosure proceedings to enforce any liens created pursuant to this paragraph and to recover all costs and attorney's fees involved in such foreclosure.

[MC2]

Prior to filing suit to foreclose any lien created pursuant to this paragraph, the Association shall complete the following:

(a) The Board of Directors shall hold a Board Meeting to approve the Hearing Panel approved fine as a special assessment against the subject Lot or Dwelling [MC3].

(b) The Association comply with all notice requirements for the foreclosure of a lien for delinquent assessments as mandated in the Homeowners Association Act, as subsequently amended from time to time.

(c) The Association shall initiate any pre-suit mediation requirements as required by the provided in Section 720.311, Florida Statutes, as subsequently amended from time to time.

11.5. Suspension of Voting and Recreational Rights. ~~The Association has the power to suspend the voting rights and right to use of recreational facilities, if any, within the Common Area by an Owner in the manner provided in Section 720.305, Florida Statutes, as subsequently amended from time to time. For any period during which any Assessment against such Owners' Lot remains unpaid for a period of more than ninety (90) days. The process to suspend voting and recreational rights shall be the same as for levying of a fine as provided in Article 11.4, unless state law provides otherwise.~~