

**AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**OF**

**JACARANDA COUNTRY CLUB VILLAS, A CONDOMINIUM**

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

**22. GUEST USE OF UNIT.**

**22.1 The term "Guest" is defined in Article 1.20 of this Declaration as follows:**

The term "Guest" means any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Unit of a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

**22.2 Guest Use.** Guest Use of a Unit (hereinafter "Guest Use") is defined as occupancy of the Unit by a Guest and/or Guests, whether pursuant to verbal or written agreement between the Unit owner and the Guest(s), where said occupancy by the Guest(s) involves the Unit Owner not being present during the duration of the stay in the Unit by the Guest(s). At all times during the duration of the Guest Use, at least one (1) approved Guest must be at least fifty-five (55) years of age. A Unit owner may allow Guest Use of his/her Unit for up to two (2) calendar months total in a calendar year, when the Unit owner is not occupying the Unit.

**22.2.1** No more than four (4) persons may occupy a two (2) bedroom Unit. No more than six (6) persons may occupy a three (3) bedroom Unit.

**22.2.2** Guests are authorized to keep one (1) dog of a weight no greater than sixty (60) pounds, or one (1) cat in the Unit during the duration of the stay in the Unit.

**22.3 Guest Application.** The Board shall have the authority to promulgate or use a uniform "Guest Application" and require such other information from the proposed Guest(s) as the Board deems appropriate under the circumstances.

**22.3.1** Unit owners may seek approval of one (1) "Family Member Application" or one (1) "Guest Application" during the months of January through June. Unit owners may seek approval of one (1) "Family Member Application" or one (1) "Guest Application" during the months of July through December.

**22.4 Association Fee.** The Unit Owner or Guest seeking approval of Guest Use of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding a maximum permitted by law per transaction.

**22.5 Board Right of Approval.** The Board of Directors shall have the authority to approve all Guests, Guest Use, and Guest Applications.

No Unit Owner shall allow a proposed Guest and/or Guests to occupy a Unit for Guest Use without first obtaining the prior written approval of the Board of Directors.

Should a Unit Owner wish to allow Guest Use of his/her Unit, he/she shall complete the appropriate "Guest

Application” and submit a completed Guest Application to the Association with the proper supporting documents as enumerated in the “Guest Application”.

The Association shall have thirty (30) days from the receipt of the completed Guest Application within which to approve or disapprove the Guest Use. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner within the thirty (30) day period shall be deemed an approval. The thirty (30) day period does not commence until the Board of Directors receives a completed Guest Application.

**22.6 Approval Process, Disapproval.** Any Unit Owner intending to allow Guest Use of his/her Unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the Guest Use term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed Guest Use of a Unit within thirty (30) days of receipt of such information for approval and the completion of the Guest interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications shall be submitted at least thirty (30) days in advance.

The Board of Directors may disapprove any proposed Guest, Guest Application, or the Guest Use of a Unit for any of the reasons enumerated in Article 16.5.3 of this Declaration. If the Board of Directors disapproves a proposed Guest, Guest Application, or the Guest Use of a Unit for any of the reasons enumerated in Article 16.5.3 of this Declaration the Guest Use shall not commence and/or be made.

**22.7 Liability.** The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have allowed Guest Use of his/her Unit as provided herein.

**22.8 Guest Conduct, Remedies.** The Guest Application will provide a section in which the proposed Guest(s) will acknowledge in writing having read and agreeing to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the “Condominium Documents”).

If any Guest(s) fail to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Guest(s) and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Unit Owner, Guest, and/or Guests. The Unit Owner shall have the duty to bring the Guest(s) conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, and or ejection proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Guest(s) into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Guest(s)' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction, or ejection against the Guest(s) in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner.

## **23. FAMILY MEMBER USE OF UNIT WHEN UNIT OWNER NOT OCCUPYING UNIT.**

### **23.1 Family Member Use is defined and categorized as follows:**

**23.1.1 Family Members at Least Fifty-Five (55) Years of Age.** A Unit owner may allow his/her Family Members (the term “Family Member(s)” shall mean the Unit owners siblings, children, and grandchildren) who are at least fifty-five (55) years of age to occupy a Unit for up to two (2) calendar months total in a calendar year, when the Unit owner is not occupying the Unit. Family Members at least fifty-five (55) years of age are authorized to have their own spouse, partner, children,

grandchildren, and guests stay in the Unit overnight during the time the family member who is at least fifty-five (55) years of age is occupying the Unit.

**23.1.1.1** No more than four (4) persons may occupy a two (2) bedroom Unit. No more than six (6) persons may occupy a three (3) bedroom Unit.

**23.1.1.2** Family Members are authorized to keep one (1) dog of a weight no greater than sixty (60) pounds, or one (1) cat in the Unit during the duration of the stay in the Unit.

**23.1.2** **Family Members Under the Age of Fifty-Five (55).** Family Members (the term “Family Member(s)” shall mean the Unit owners siblings, children, and grandchildren) who are between the ages of 21 and 54, and their spouses and children and grandchildren, may occupy a Unit for up to two (2) calendar months total in a calendar year, when the Unit owner is not occupying the Unit so long as such occupancy would not cause the association to not qualify as housing for older persons under the Federal Law.

**23.1.2.1** No more than four (4) persons may occupy a two (2) bedroom Unit. No more than six (6) persons may occupy a three (3) bedroom Unit.

**23.1.2.2** Family Members are authorized to keep one (1) dog of a weight no greater than sixty (60) pounds, or one (1) cat in the Unit during the duration of the stay in the Unit.

**23.2** **Family Member Application.** The Board shall have the authority to promulgate or use a uniform “Family Member Application” and require such other information from the proposed Family Member(s) as the Board deems appropriate under the circumstances.

**23.2.1** Unit owners may seek approval of one (1) “Family Member Application” or one (1) “Guest Application” during the months of January through June. Unit owners may seek approval of one (1) “Family Member Application” or one (1) “Guest Application” during the months of July through December.

**23.3** **Board Right of Approval.** The Board of Directors shall have the authority to approve all Family Members, Family Member Use, and Family Member Applications.

No Unit Owner shall allow a proposed Family Member to occupy a Unit for Family Member Use without first obtaining the prior written approval of the Board of Directors.

Should a Unit Owner wish to allow Family Member Use of his/her Unit, he/she shall complete the appropriate “Family Member Application” and submit a completed Family Member Application to the Association with the proper supporting documents as enumerated in the “Family Member Application”.

The Association shall have thirty (30) days from the receipt of the completed Family Member Application within which to approve or disapprove the Family Member Use. The Association shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner within the thirty (30) day period shall be deemed an approval. The thirty (30) day period does not commence until the Board of Directors receives a completed Family Member Application.

**23.4** **Approval Process, Disapproval.** Any Unit Owner intending to allow Family Member Use of his/her Unit shall submit an application and any other requested information at least thirty (30) days in advance of the commencement of the Family Member Use term. Upon receipt of all information and fees required by Association and an interview (if requested by

the Board), the Association shall have the duty to approve or disapprove all proposed Family Member Use of a Unit within thirty (30) days of receipt of such information for approval and the completion of the Family Member interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications shall be submitted at least thirty (30) days in advance.

The Board of Directors may disapprove any proposed Family Member, Family Member Application, or the Family Member Use of a Unit for any of the reasons enumerated in Article 16.5.3 of this Declaration. If the Board of Directors disapproves a proposed Family Member, Family Member Application, or the Family member Use of a Unit for any of the reasons enumerated in Article 16.5.3 of this Declaration the Family Member Use shall not commence and/or be made.

**23.5 Liability.** The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he may have allowed Family Member Use of his/her Unit as provided herein.

**23.6 Family Member Conduct, Remedies.** The Family Member Application will provide a section in which the proposed Family Member(s) will acknowledge in writing having read and agreeing to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents").

If any Family Member(s) fail to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Family Member(s) and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Unit Owner, and or Family Member(s). The Unit Owner shall have the duty to bring the Family Member(s) conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, and or ejection proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Family Member(s) into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Family Member(s)' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction, or ejection against the Family Member(s) in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner.