

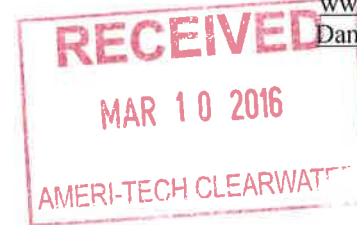
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March 8, 2016

VIA REGULAR MAIL

Board of Directors
The Castle Council, Inc. d/b/a Sea Castle
c/o Ameri-Tech Realty, Inc.
24701 US Highway 19 N, #102
Clearwater, Florida 33763

Re: Certificate of Amendment - Amendment to Declaration of Condominium

Dear Board Members:

Enclosed please find the Certificate of Amendment to the Declaration for the Creation and Establishment of The Castle Council, Inc. as recently recorded in the Public Records of Pasco County.

Please distribute a copy of the recorded document to the owners within Castle Council d/b/a Sea Castle and place the original in the Association's official records.

As always, it is a pleasure serving you.

Sincerely,



Daniel J. Greenberg, Esq.

DJG:cml
Enclosure

PREPARED BY AND RETURN TO:
Cianfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Blvd., Suite A
Dunedin, FL 34698



Rcpt: 1752296 Rec: 44.00
DS: 0.00 IT: 0.00
03/02/2016 K. M., Dpty Clerk

CERTIFICATE OF AMENDMENT
TO
DECLARATION FOR THE CREATION AND ESTABLISHMENT
OF
THE CASTLE COUNCIL, INC.

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
03/02/2016 04:33pm 1 of 5
OR BK 9332 PG 921

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 29, 2016, by an affirmative vote of not less than fifty-one percent (51%) of the members of the Association present and voting, in person or by proxy, the Declaration for the Creation and Establishment of The Castle Council, Inc., as originally recorded in O.R. Book 828, Page 1610 et seq., and as amended, of the Public Records of Pasco County, Florida, is hereby amended as follows:

The Declaration for the Creation and Establishment of The Castle Council, Inc., is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration for the Creation and Establishment of The Castle Council, Inc."

IN WITNESS WHEREOF, THE CASTLE COUNCIL, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 1 day of March, 2016.

THE CASTLE COUNCIL, INC.

By:

Karen Thompson
Karen Thompson, President
Printed Name

(Corporate Seal)

ATTEST:

Donald F. Arnold
Donald F. Arnold, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

On this 1 day of March, 2016, personally appeared before me Karen, as President, and Donald, as Secretary, of The Castle Council, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Glencarlo Gonzalez
NOTARY PUBLIC

My Commission Expires:

 Glencarlo Gonzalez
COMMISSION # FFO39980
EXPIRES: JULY 25, 2017
www.AARONNOTARY.com

SCHEDULE OF AMENDMENTS
TO
DECLARATION FOR THE CREATION AND ESTABLISHMENT
OF
THE CASTLE COUNCIL, INC.

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

ARTICLE XXXI, ASSOCIATION'S RIGHT OF FIRST REFUSAL WITH RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS, of the Declaration shall be deleted in its entirety and renamed and replaced to read as follows:

ARTICLE XXXI
SALE OR LEASE OF APARTMENTS

In order to ensure a community of congenial residents and thus protect the value of the Apartments, the sale, leasing or other alienation of Apartments shall be subject to the following provisions.

(A) Apartments may not be leased or occupied without the approval of the Association. An Apartment owner shall not be authorized to lease or rent his or her Apartment during the initial twenty-four (24) months of ownership, except that in cases of undue hardship the Board of Directors may grant an exception in its sole and absolute discretion.

(B) An Apartment may be leased for single-family residential use only. For the purpose of this Section, "single-family residential use" shall mean occupancy by a single housekeeping unit composed of one (1) person; two people no matter how related; or three (3) or more persons, two (2) of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of the minor child residing within the Apartment, it being the intention of this provision to prohibit occupancy of an Apartment by three (3) or more unrelated adults. Nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws.

(C) All leases shall be for a term of not less than ninety (90) days.

(D) The Apartment owner shall, no less than fourteen (14) days in advance of the proposed start date of the lease, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease on such forms as the Board may require; the Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct criminal and/or financial background

EXHIBIT "A"

check(s), but shall not be obligated to do so. In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. The Board shall have the authority to consider an applicant's credit history, including, but not limited to the applicant's credit score and ability to pay rent without third party assistance, along with any other factors deemed relevant by the Board from time to time. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy and shall be furnished a current copy of the Restrictions. Applicants will acknowledge receipt of same and agree to abide by said restrictions. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender.
- (v) Failure to meet the Association's financial credit check standards, as defined by the Board of Directors.

(E) During the term of any lease, an Apartment owner shall not be relieved of any obligations under the terms of the governing documents, and an Apartment owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the governing documents, any rules and regulations promulgated by the Association. Tenant(s), Occupants and their family members, guests, and invitees shall comply with all restrictions, rules and regulations of the Condominium. The Apartment owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, By-Laws, and the rules and regulations against the tenant and the tenant's family members, guests, and invitees. The Association shall have the authority to evict the tenant or Occupancy for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the Apartment owner, pursuant

to Chapter 83 of the Florida Statutes. The Apartment owner shall cooperate with the Association in any manner necessary to effectuate the eviction and Apartment owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.

(F) Sale Approval. No one person or entity shall be allowed to own more than two Apartments within the Condominium. No Apartment shall be sold or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld. Any Apartment owner who receives a bona fide offer to purchase or lease their Apartment (such offer to purchase an Apartment is called an "Outside Offer", the party making any such Outside Offer is called a "Prospective Buyer", and the Apartment owner to whom the Outside Offer is made is called a "Seller"), which they intend to accept, shall deliver notice of such intent to accept the Outside Offer by personal delivery or certified and/or registered mail to the Board of Directors together with a copy of the Outside Offer at least thirty (30) days from the proposed closing date. Said notice shall state the name and address of the Prospective Buyer, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require.

Prior to closing on an Outside Offer, the Seller must receive an Approval Certificate executed and acknowledged in recordable form by an officer of the Association stating that the provisions of this subsection have been satisfied. The Association may require an application and charge a transfer fee or screening fee in connection with such Outside Offer, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time). The Association may establish screening procedures, including conducting background and/or credit checks, and requiring a personal or telephone interview of any Prospective Buyer, before the issuance of an Approval Certificate. The Approval Certificate may be limited to restrict Occupancy of the Apartment by the Prospective Buyer if his or her background check fails the standards promulgated by the Association for Occupancy of an Apartment.

(G) Gifts and Devises. Any Apartment owner shall be permitted to convey or transfer an Apartment by gift or devise by will, or to have such Apartment Owner's link pass by intestacy, without restriction; provided, however, that each succeeding Apartment owner shall be bound by, and such Apartment owner's Apartment subject to, the provisions of this paragraph and the Occupancy restrictions contained within the Association's governing documents.

In case of death of the Apartment owner, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner=s family residing with the owner at the time of his death, may continue to occupy the Apartment. If such surviving spouse or other member or members of the decedent=s family shall have succeeded to the ownership of the Apartment interest, the ownership thereof shall be transferred by legal process to such new owner.

In the event said decedent shall have devised the ownership of his Apartment interest to some designated person or persons other than the surviving spouse or members of his family residing with him, as aforescribed, or if some other person is designated by such decedent=s legal

representative to receive the ownership of the Apartment interest, or under the laws of descent and distribution of the State of Florida, the Apartment interest descends to some person or persons other than his surviving spouse or members of his family as aforesaid, the surviving spouse and/or member(s) of the deceased owner's family residing with the owner at the time of his death, may continue to occupy the Apartment until such new owner gains possession or ownership of the Apartment interest. Such new owner must be approved for Occupancy before occupying the Apartment.

(H) Occupancy. The Board of Directors shall have approval rights over any Occupant, which shall be defined as any person staying overnight in an Apartment, with or without the presence of the Apartment owner, more than thirty (30) days in any given twelve (12) month period, and may require the Occupant to complete an application in the same manner as a proposed tenant, including the charging of a fee and conducting criminal and/or financial background check(s). This provision shall apply to Apartment owners' family members or guests, with the intent being to provide the Board with authority to regulate Occupancy within the Association, regardless of whether a formal lease is executed. Further, this provision shall specifically apply to Apartment owners who were approved to purchase an Apartment, but who do not meet the standards promulgated by the Association with respect to residency within the Association. Approved Apartment owners and their approved tenant(s) and/or Occupants shall be entitled to have guests stay in the Apartment for up to thirty (30) days in a calendar year when in residence. Unapproved Occupants shall be subject to the eviction authority contained in Paragraph (E) above.

(I) Lease or Transactions Void. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved in writing by the Association.