

AUG 23 2016

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August 18, 2016

ATTORNEY/CLIENT PRIVILEGED
VIA REGULAR U.S. MAIL AND EMAIL
TO: HENRY@CASTELLINABOD.COM;
CLARENCE@CASTELLINABOD.COM

Assoc. CAL
Acct # Documents
Doc Type Finance

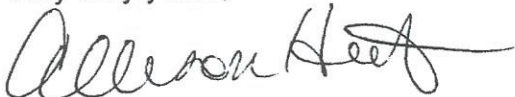
Castellina Homeowners' Association, Inc.
c/o GRS Management Associates, Inc.
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463

Re: Recorded Certificate of Amendment to Declaration

Dear Members of the Board:

Enclosed please find a copy of the recorded Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Castellina (the "Certificate") and the amendments. Please keep the Certificate and the amendments with the official records of the Association.

Very truly yours,



Allison L. Hertz
For the Firm
ALH/gm

Enclosure

'AUG 23 2016



CFN 20160249033
OR BK 28435 PG 0483
RECORDED 07/14/2016 15:24:20
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0483 - 486; (4pgs)

This instrument was prepared by and return to:
ALLISON L. HERTZ, ESQUIRE
Rosenbaum Mollengarden PLLC
250 S. Australian Avenue - 5th Floor
West Palm Beach, FL 33401
(W-C 195)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CASTELLINA**

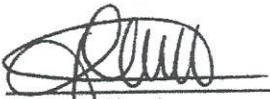
WHEREAS, the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTELLINA** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **24965** at Page **280** et. seq.;

WHEREAS, the membership of **CASTELLINA HOMEOWNERS' ASSOCIATION, INC.** (the "Association"), a Florida not-for-profit corporation, approved the attached amendments to the Declaration by written consent in lieu of a membership meeting; and

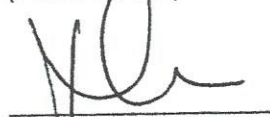
NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration are a true and correct copy of the amendments as amended by the membership by written consent in lieu of a membership meeting:

(See Attached Amendments to the Declaration)

**CASTELLINA HOMEOWNERS'
ASSOCIATION, INC.**


Witness No. 1


Marie Nguyen
(PRINT NAME)


Witness No. 2

Denise S. Ghera
(PRINT NAME)

By: 
President

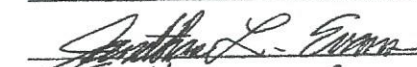
Henry Schneidman
(PRINT NAME)

Attest: 
Secretary

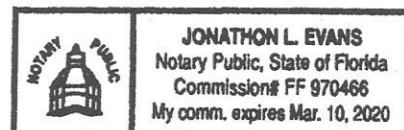
Todd J. Comprosky
(PRINT NAME)

**STATE OF FLORIDA:
COUNTY OF PALM BEACH:**

The foregoing instrument was acknowledged before me this 11th day of July, 2016, by Henry Schneidman and Todd Comprosky as President and Secretary, respectively, of **CASTELLINA HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FL DL as identification and did take an oath.

 (Signature)
Jonathon L. Evans (Print Name)

Notary Public, State of Florida at Large:



**AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CASTELLINA**

(Additions shown by underline;
Deletions shown by ~~strikeout~~;
Unaffected text shown by ***)

ARTICLE III USE AND CONDUCT

3.1 Restrictions on Use, Occupancy, and Alienation. In addition to the initial Use Restrictions set forth in Exhibit "B" which may be modified as provided herein, the Lots shall be subject to the following restrictions set forth in this Section, which may be amended only in accordance with Section 3.2, Article XIX and other applicable provisions of this Declaration.

(a) Single Family, Residential and Related Uses. Lots shall be used primarily for residential and related purposes (including, without limitation, use as a home office) by single families. No business shall be conducted in, on or from any Lot, except that an occupant using the dwelling on a Lot primarily for residential purposes may also conduct business activities on such Lot ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

(b) No Short Term Leasing/Leasing Restrictions. For purposes of this Declaration, "short term leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity, for a period of time of less than ~~thirty (30)~~ ninety (90) days. The improvements on the Lot may not be leased for short term leasing and no lease shall be for more than twelve (12) months. Only single families may lease a Lot. A Lot may only be leased twice in any consecutive twelve (12) month period. Only an entire Lot and the improvements situated thereon may be leased and no individual room or rooms may be leased. Subleasing is prohibited. Transient tenancy is also prohibited. No Lot Owner may lease his/her/their Lot for the first consecutive twelve (12) months of ownership, measured from the date of the most recent deed or other instrument conveying any interest in the Lot, excluding: i) any Lot owned by the Association or which may otherwise be leased by the Association under applicable law as amended from time to time; ii) any Lot transferred by devise or inheritance; or iii) any Lot transferred to a trust for estate or tax planning purposes in which no change of occupancy has occurred.

(i) No Lot may be leased without the prior written approval of the Board of Directors of the Association or its designee (if any). By written letter of intent, the Lot Owner shall notify the Association at least thirty (30) days prior to any proposed lease.

(ii) All proposed lessees and all intended occupants must complete the Castellina application to lease form in full, submit themselves to a credit and background search and provide any other information or documentation reasonably requested by the Board of Directors of the Association. All proposed lessees and all intended occupants must also schedule a personal interview with the Board of Directors or its designee.

(iii) The Board of Directors may require a non-refundable application fee per applicant (i.e. each proposed lessee and occupant of a Lot) in an amount to be determined by the Board from time to time, not to exceed any maximum amount established by applicable law from time to time. Such fee must be provided to the Board of Directors or its designee along with the notice of intent to lease. No application for lease shall be deemed complete without payment of the required application fee.

(c) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents, as amended from time to time, and shall be responsible for all violations of the Governing Documents and any damage they cause to the Common Area or Common Maintenance Areas, notwithstanding the fact that such Persons also are personally responsible for complying and may be sanctioned for any violation. All lessees and occupants of a leased Lot are also subject to the Governing Documents, as they are amended from time to time. Notwithstanding anything to the contrary set forth in this Declaration, the Association, after reasonable notice of the Lot Owner, shall have the authority to evict any lessee or occupant of a leased Lot who violates the Governing Documents and the Lot Owner shall be jointly and severally liable with the lessee(s) and occupant(s), as applicable, for the cost of eviction, and for the cost of any damage to the Common Area or Common Maintenance Area which is caused by the negligent act or omission of the lessee(s) or occupant(s), or their family members, guests or invitees. Such costs shall be collectible in the same manner as assessments as provided in Article VIII hereof. All remedies of the Association shall be in addition to, and not exclusive of, all other remedies available to the Association.

* * *

(g) Approval/Disapproval of Lease. Within thirty (30) days after receipt of a Lot Owner's notice of intent to lease, and receipt of all of the information, fees and appearances (i.e., interview(s)) required or requested by the Association, the Board of Directors of the Association must either approve or disapprove the proposed lease. Such thirty (30) day time period shall not commence until after receipt of the applicable notice AND receipt of all the information, fees and appearances (i.e. interview(s)) required or requested by the Board of Directors. Leases may be disapproved for "good cause". If a lease is disapproved for good cause, the Lot Owner shall be advised of the disapproval in writing and the lease shall not occur. Good cause shall be defined as any of the following:

(i) Any person(s) seeking approval (including all proposed lessees and occupants of the Lot) fails to qualify to occupy the Lot, including, but not limited to those persons who fail to qualify because of the restrictions on occupancy or use of a Lot as set forth in Governing Documents, as amended from time to time;

(ii) Any use or proposed use of the Lot or of the Common Area or other portion of the Properties is in violation of any provision of the Governing Documents, as amended from time to time;

(iii) Any person(s) seeking approval (including all proposed lessees and occupants of the Lot) has/have been convicted, found guilty or pled guilty or nolo contendere (no contest) to any felony or misdemeanor, whether or not adjudication was withheld or a judgment of conviction was entered, involving violence against any person or property, including, without limitation, arson, any sexual battery or sexually related offense, robbery, kidnapping, carjacking,

aggravated child abuse, aggravated abuse of an elderly person or disabled adult, assault, murder, manslaughter, aggravated manslaughter of an elderly person or disabled adult, aggravated manslaughter of a child, unlawful throwing, placing or discharging of a destructive device or bomb, breaking and entering, armed burglary, assault, battery, theft, stalking and any other felony or misdemeanor which involves the use or threat of physical force or violence against any person or property, or a felony for or related to using, selling, distributing and/or trafficking illegal drugs or substances and/or illegal drug paraphernalia, under the laws of any municipality, county, state, territory or country.

(iv) Any person(s) seeking approval (including all proposed lessees and occupants of the Lot) has/have a history, within ten (10) years of the date of his/her application for tenancy/occupancy to the Association, of financial irresponsibility as evidenced by history of poor credit as reasonably determined by the Board of Directors or its designee.

(v) Any of the person(s) seeking approval (including all proposed lessees and occupants of the Lot) has/have a history of disruptive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within the Properties, as a Lot Owner, lessee, occupant, invitee or guest, or as evidenced by his or her conduct as an owner, tenant, resident, invitee or guest of any other residential community or housing facility.

(vi) Any applicant takes possession or occupancy of the Lot prior to being approved by the Association as provided for herein, or an applicant's application or submitted information or material contains any material inaccuracy(ies) or misrepresentations(s) and/or an applicant otherwise fails to comply with the provisions of this Article III, in which event any lease or occupancy related to such applicant may be denied.

(vii) There is/are any existing or ongoing violation(s) of the Governing Documents by the Lot Owner (or his/her/their current lessee, any occupant of the Lot or their family members, guests or invitees) which has/have not been cured or corrected to the reasonable satisfaction of the Board of Directors of the Association.

(h) Lease Renewals/Extensions. All renewals/extensions of any lease must be re-submitted to the Board for approval at least thirty (30) days prior to the expiration of the current lease. All documentation and fees for renewals/extensions must be resubmitted as if this was the first request to lease, provided, however, the application fee shall not exceed \$100 per applicant. Notwithstanding the foregoing, the Board may determine from time to time to waive its approval and the application fee for a lease renewal/extension.

(i) Subsequent Occupants of Leased Lots. In the event any person (who has not been initially screened and approved in connection with the review and approval of a lease) occupies a leased Lot for more than thirty (30) days, cumulatively, in any consecutive twelve (12) month period, such person must be screened and approved in the same manner as a lessee as provided in this Article III, Section 3.1.

(j) Leasing by the Association. The Association shall not be subject to the foregoing leasing limitations in the event it acquires a Lot by foreclosure or otherwise or in the event it has any right to lease a Lot under applicable law as amended from time to time.