

**AMENDMENTS TO THE BY LAWS AND AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF CASTLE #12 CONDOMINIUM, INC.**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND
WORDS DELETED ARE LINED THROUGH.**

Amendment to Article IV, Section 1, of the Declaration of Condominium, to read as follows:

BOARD OF DIRECTORS

Membership – The affairs of the Association shall be managed by a Board of Directors comprised of four (4) officers and ~~nine (9) directors~~ five (5) directors. In an election for the ~~nine (9) directors~~ five (5) directors, should two or more candidates receive the same amount of votes for the last available directorship or directorships, then a run off election for that directorship or directorships shall be held among those candidates.

The run off election shall be held immediately after the regular election and the candidate or candidates receiving the largest number of votes in the run off election shall be elected to that directorship or directorships.

Amendment to Article IV, Section 4a, of the Declaration of Condominium, to read as follows:

There shall be one general membership meeting each year, which shall be known as our Annual Meeting. This meeting shall be held during the month of December. The meetings shall be held in Lauderhill, Florida. All officers and directors shall present their reports. The Budget and Maintenance for the coming year will be presented. Other business of the Association may then be discussed. The election of officers and directors for the following year will be held at this meeting. Additional meetings may be called at the discretion of the president or upon the request of at least 28 unit owners. All requests shall be in writing.

INSTR # 105970870
OR BK 41814 Pages 1700 - 1706
RECORDED 04/13/06 15:09:24
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2030
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(1)

Amendment to Clause 43 of Exhibit "A" to By-Laws, of the Declaration of Condominium, to read as follows:

No sale of any apartment shall be approved unless one of the purchasers is 55 year in age or older and shall be residing in said apartment. No unit owner shall be permitted to lease an apartment in this building unless one of the lessees is 55 years in age or older. ~~More than eighty percent (80%) of our residents are 55 years in age or older. Pursuant to Federal Law, we declare our association an adult community.~~

No unit owner shall be permitted to lease an apartment in this building for a period of less than four (4) consecutive months. No month to month rentals will be permitted. In no event shall more than one tenancy be approved by the Board of Directors within any twelve (12) month period. Leasing of an apartment is limited to only one (1) lease period, of not more than twelve (12) months in the life time of the unit owner.

A non-approved person cannot be an occupant without an approved full time occupant being present and permanently residing in the apartment.

Occupancy whether by Purchase, Lease or any other arrangement, must be approved by the Board of Directors.

Amendment to Clause 64 of Exhibit "A" to By-Laws, of the Declaration of Condominium, to read as follows:

No more than three people are permitted to reside in any one apartment in Building 12.

Is now amended to read:

No more than three people in a two bedroom unit and no more than two people in a one bedroom unit will be accepted or allowed to reside full time.

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
CASTLE #12 CONDOMINIUM, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Castle #12, a Condominium, as recorded in Official Records Book 5347 at Page 818 of the Public Records of Broward County, Florida, was duly adopted in the manner provided in the Condominium Documents.

IN WITNESS WHEREOF, we have affixed our hands this 13 day of Apr., 2006, at Lauderhill, Broward County, Florida.

WITNESSES

CASTLE #12 CONDOMINIUM, INC.

Sign Frankie D. Bradley
Print FRANKIE D. BRADLEY

By: Eugene M. Roberts
Eugene M. Roberts, President
4751 N.W. 21st Street
Lauderhill, FL 33313

Sign _____
Print _____


STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of April, 2006, by Eugene M. Roberts, as President of Castle #12 Condominium, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known OR
Produced Identification _____
Type of Identification _____

Sign Alice Gelpi
Print 5/8/08
My Commission expires: _____

 ALICE GELPI
MY COMMISSION # DD 301426
EXPIRES: May 8, 2008
Bonded Thru Budget Notary Services

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
OF
CASTLE APARTMENTS # 12, A CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. *Amendment to Article VI, Section B, of the Declaration of Condominium, to read as follows:*

B. ~~Payment. Assessments and installments thereon paid on or before 5 days after the day when the same shall become due, shall not bear interest but all sums not paid on or before 5 days when due shall bear interest at the rate of 10 per cent per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.~~

Late Fee. Assessments and installments on such assessments not received by the Association on or before the 10th of each month after the date when due shall be deemed late and shall bear interest at the highest rate of interest allowed by law per annum from the date when due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in the amount of Twenty Five (\$25.00) Dollars or the highest amount permitted by law, for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

3. Amendment to Article XI, Sections B(1)(a) and (b) and (2)(a) and (b), of the Declaration of Condominium, to read as follows:

(1) Notice to Association.

(a) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser, a screening/investigation fee in an amount permitted by law and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, and a screening/investigation fee in an amount permitted by law.

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within sixty days after receipt of such notice, and information and applicable fees, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the public records of Broward County, Florida or, in the alternative, the manager may execute such certificate in lieu of the president and secretary of the Association.

(b) Lease. If the proposed transaction is a lease, then within sixty days after receipt of such notice, and information and applicable fees, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor, or, in the alternative, the manager may execute such certificate in lieu of the president and secretary of the Association.

4. Amendment to Article XI, Section C, of the Declaration of Condominium creating Paragraph (4), to read as follows:

4. Disapproval for Good Cause. Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease. The Association shall neither have the duty to provide an alternate purchaser or Owner, nor shall it assume any responsibility for the denial of a sale or owner application, if the denial is based upon, including but not limited to, any of the following factors:

(a) The person seeking approval (which shall include all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property; a felony demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior.

(b) The sale, ownership, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval is acting or intends to act in a manner inconsistent

with the Governing Documents, or that the sale or ownership, if approved, would result in a violation of the Governing Documents.

(c) The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights or property of others as evidenced by his criminal history; conduct in other communities, social organizations, or associations; or by his conduct in this community as an occupant/guest.

(d) The person seeking approval (including all proposed occupants) or the Unit Owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.

(e) The person seeking to sell, own, or possess the Unit (including all proposed occupants) is delinquent in the payment of any Assessments, Charges, fines, or other sums owed to the Association.

(f) The person seeking approval (including all proposed occupants/applicants legally responsible, or who will be legally responsible, for payment of Assessments or Charges) is financially unable to meet the obligations that are incumbent upon an Owner in the Community; the purchase of the Unit is beyond the financial ability of the person seeking approval; inquiry into the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, maintenance assessment and other Unit obligations in addition to other financial obligations not related to the Unit; or the person seeking approval has a history of not paying monetary obligations, has a poor credit history, has a bad credit rating; has foreclosures; or has bankruptcies.

(g) All Assessments and other Charges against the Unit have not been paid in full.

5. Amendment to Article XIII, of the Declaration of Condominium creating Section E, to read as follows:

E. Fines.

(1) In addition to the remedies available elsewhere in the Condominium Documents, the Association may levy fines against a unit for the failure of the owner of the unit or the owner's family, or its occupant, licensee, tenant, invitee or guest of any of the foregoing, to comply with any provision of the Condominium Act (as same may be amended or renumbered from time to time), the Declaration of Condominium, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, all as same may be amended from time to time. The procedure for levying fines is as follows:

(a) In the event the Board believes a violation has occurred or is occurring, it may thereupon provide written notice to the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed, if that person is not the owner, of the opportunity for a hearing before a Committee of unit owners. The notice shall also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine in the highest amount permitted by law.

(b) The Committee shall hold a hearing upon the request of the unit owner. The Committee shall hear any defense to the charges of the Board.

including any witnesses that the alleged violator, the unit owner, or the Board may produce.

(c) If a hearing is requested, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. Failure of the person(s) alleged to be in violation, and the owner of the unit which that person occupies or occupied at the time the violation was committed the violator, if that person is not the owner, to attend the hearing shall be deemed an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter shall be ended and no fine shall be levied. If the Committee determines that there is sufficient evidence of a violation, the Committee shall forward its findings, conclusions and recommendations to the Board of Directors. Based upon such Committee findings, conclusions and recommendations, the Board of Directors may levy a fine for each violation in the amount provided herein. In the event the Board of Directors determines to levy a fine, the Board of Directors shall send a written notice to the violator and the unit owner, if the violator is not the unit owner, advising the fine has been levied and requiring payment of the fine immediately upon receipt of such notice. The unit owner shall be jointly and severally liable with the violator for payment of all fines.

(d) Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the various condominium documents, Association Rules or the Condominium Act, and all rights and remedies of the Association shall be cumulative.

(2) The Association shall be entitled to recover all attorney's fees and costs incurred in any action to collect a duly-levied fine regardless of whether fees or costs are incurred pre-litigation, trial or on appeal.

Prepared by:
Russell M. Robbins, Esq.
Basulto Robbins & Associates, LLP
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(305) 722-8901 Facsimile
rrobbins@brlawyers.com
www.brlawyers.com

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
CASTLE #12 CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Castle #12 Condominium, as described in Official Records Book 5347, Page 818; Official Records Book 7538, Page 311; Official Records Book 8884, Page 406; Official Records Book 11242, Page 940; Official Records Book 16321, Page 314; Official Records Book 21053, Page 461; Official Records Book 22329, Page 428; Official Records Book 22329, Page 430; Official Records Book 28107, Page 839; Official Records Book 28107, Page 840; Official Records Book 28490, Page 835; Official Records Book 28808, Page 438; Official Records Book 29481, Page 1009; Official Records Book 28481, Page 1010; Official Records Book 32128, Page 1156; Official Records Book 36882, Page 1946; Official Records Book 38272, Page 193; and Official Records Book 41814, Page 1700, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 11 day of February, 2020, at Lauderhill, Broward County, Florida.

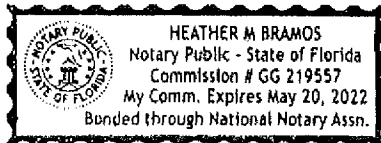
By: [Signature]
Camille Masse, President
Attest: [Signature]
Robert Quesnel, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 11 day of February, 2020 by Camille Masse, as President, and Robert Quesnel, as Secretary, of Castle #12 Condominium, Inc., a Florida corporation, on behalf of the corporation, who [X] is/are personally known to me or [] has/have produced a driver's license as identification.

[Signature]
Notary Public -- State of Florida
Printed Name: Heather Bramos
Commission Expires: May 20, 2022
(Seal)



118324

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF CASTLE APARTMENTS #12

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

Substantial rewording of declaration. See Article XIV for present text.

. . .

XIV. AMENDMENTS.

This Declaration of Condominium may be amended upon the approval of such amendment by a majority of the members in compliance with provisions set forth in §718.110, *Florida Statutes*.

. . .

AMENDMENT TO THE
BY-LAWS OF CASTLE #12 CONDOMINIUM, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

Substantial rewording of declaration. See Article XIV for present text.

. . .

IX. AMENDMENTS.

These By-Laws may be amended upon the approval of such amendment by a majority of the members in compliance with provisions set forth in §718.112(2)(h), *Florida Statutes*.

. . .

MODIFICATION
DE LA DÉCLARATION DE CONDOMINIUM DE CASTLE APARTMENTS #12

(Les ajouts sont indiqués par un soulignement; les suppressions, par « ---- »;
et les passages inchangés, par « ... »)

**Reformulation substantielle de la déclaration. Voir l'Article XIV pour consulter le
texte actuel.**

. . .

XIV. MODIFICATIONS.

La présente déclaration de condominium peut être modifiée sur approbation de
cette modification par la majorité des membres, conformément aux dispositions de
l'article §718.110 des lois de la Floride.

. . .

MODIFICATION
DES RÈGLEMENTS DE CASTLE #12 CONDOMINIUM, INC.

(Les ajouts sont indiqués par un soulignement; les suppressions, par « ---- »;
et les passages inchangés, par « ... »)

**Reformulation substantielle de la déclaration. Voir l'Article XIV pour consulter le
texte actuel.**

. . .

IX. MODIFICATIONS.

Les présents règlements peuvent être modifiés sur approbation de cette
modification par la majorité des membres, conformément aux dispositions de
l'article §718.112(2)(h) des lois de la Floride.

. . .

Prepared by:
Russell M. Robbins, Esq.
Basulto Robbins & Associates, LLP
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Miami Lakes, Florida 33016-1506
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www.brlawyers.com

CERTIFICATE OF AMENDMENT TO THE BY-LAWS FOR
CASTLE #12 CONDOMINIUM, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium for Castle #12 Condominium, as described in Official Records Book 5347, Page 818; Official Records Book 7538, Page 311; Official Records Book 8884, Page 406;

Official Records Book 11242, Page 940; Official Records Book 16321, Page 314; Official Records Book 21053, Page 461; Official Records Book 22329, Page 428; Official Records Book 22329, Page 430; Official Records Book 28107, Page 839; Official Records Book 28107, Page 840; Official Records Book 28490, Page 835; Official Records Book 28808, Page 438; Official Records Book 29481, Page 1009; Official Records Book 28481, Page 1010; Official Records Book 32128, Page 1156; Official Records Book 36882, Page 1946; Official Records Book 38272, Page 193; and Official Records Book 41814, Page 1700, of the Public Records of Broward County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 9 day of December, 2021, at Lauderhill, Broward County, Florida.

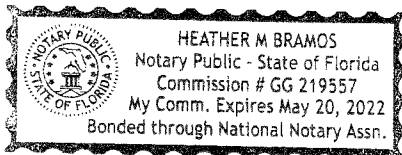
By: 
Sharon Thompson, President


Attest: 
Robert Quesnel, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of December, 2021 by Sharon Thompson, as President, and Robert Quesnel, as Secretary, of Castle #12 Condominium, Inc., a Florida corporation, on behalf of the corporation, who is/are personally known to me or has/have produced a driver's license as identification.




Notary Public -- State of Florida
Printed Name: HEATHER M BRAMOS
Commission Expires: _____
(Seal)

AMENDMENT TO THE
BY-LAWS OF CASTLE #12 CONDOMINIUM, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

. . .
No sale of any apartment shall be approved unless one of the purchasers is 55 year in age or older and shall be residing in said apartment. No unit owner shall be permitted to lease an apartment in this building unless one of the lessees is 55 years in age or older.

No unit owner shall be permitted to lease an apartment in this building for a period of less than ~~four (4)~~ three (3) consecutive months and not more than a total of six (6) months in a calendar year. No month to month rentals will be permitted. All leases must be approved by the Association's screening committee. In no event shall more than ~~one tenancy~~ two (2) tenancies be approved by the Board of Directors within any twelve (12) month period. ~~Leasing of an apartment is limited to only one (1) lease period, of not more than twelve (12) months in the life time of the unit owner.~~ All owners and lessees must sign a provided form acknowledging this By-Law Clause 43, Exhibit "A". If an owner fails to abide by By-Law Clause 43, Exhibit "A" leasing provisions, the Board shall revoke the owner's right to lease their unit for a period of two (2) years following the date of the infraction.

A non-approved person cannot be an occupant without an approved full time occupant being present and permanently residing in the apartment.

Occupancy whether by Purchase, Lease or any other arrangement, must be approved by the Board of Directors.

. . .

MODIFICATION DES RÈGLEMENTS DE CASTLE #12 CONDOMINIUM, INC.

Le text anglais l'emporte

(Les ajouts sont indiqués par un soulignement; les suppressions, par « ---- »; et les passages inchangés, par « ... ») . . .

La vente d'un appartement ne sera approuvée que si l'un des acheteurs est âgé de 55 ans et plus et qu'il réside dans ledit appartement. Aucun propriétaire d'unité ne sera autorisé à louer un appartement dans cet immeuble à moins que l'un des locataires soit âgé de 55 ans et plus.

Aucun propriétaire d'unité ne sera autorisé à louer un appartement dans cet immeuble pour une période inférieure à ~~quatre (4)~~ trois (3) mois consécutifs, la durée totale de la location ne devant pas être supérieure à six (6) mois par année civile. Aucune location au mois ne sera autorisée. Toutes les locations doivent être approuvées par le comité de sélection de l'Association. En aucun cas, le conseil d'administration n'approuvera plus ~~d'une location de deux (2) locations~~ au cours d'une période de douze (12) mois. ~~La location d'un appartement est limitée à une (1) seule période de location ne dépassant pas douze (12) mois au cours de la vie du propriétaire de l'unité.~~ Tous les propriétaires et locataires doivent signer le formulaire prévu à cet effet, dans lequel ils reconnaissent la présente annexe A de l'article 43 des Règlements. Si un propriétaire ne se conforme pas aux dispositions relatives à la location, prévues à l'annexe A de l'article 43 des Règlements, le conseil d'administration révoquera le droit du propriétaire de louer son unité pour une période de deux (2) ans suivant la date de l'infraction.

Une personne qui n'est pas dûment approuvée ne peut être un occupant sans qu'un occupant à temps plein dûment approuvé soit présent et réside en permanence dans l'appartement.

Le conseil d'administration doit approuver toute occupation, que ce soit par achat, location ou tout autre arrangement.

This Instrument Prepared by and Return to:
Mitchell B. Haller, Esq.
Katzman Garfinkel
1500 W. Cypress Creek Rd., Suite 408
Fort Lauderdale, FL 33309
(954) 486-7774

**CERTIFICATE ATTESTING TO CONSENT VOTE TO OPT OUT OF SPRINKLER
RETROFIT CASTLE #12 CONDOMINIUM, INC.**

WE HEREBY CERTIFY THAT on August 3, 2016, a vote was confirmed by written consent of the membership of Castle #12 Condominium, Inc., to opt out of retrofitting the common elements, association property, and units of the condominium with a fire sprinkler system pursuant to Florida Statutes, and that such vote was approved by a written consent majority of the total membership of the Association, in accordance with Florida law.

IN WITNESS WHEREOF, we have affixed our hands this ___ day of November 2016, at Broward County, Florida.

WITNESSES

Sign [Signature]
Print Tiffany Marshall

Sign [Signature]
Print Marceline Hope

CASTLE #12 CONDOMINIUM, INC.

By: [Signature]
Print Name: CAMILLE MASSE
Title: President

Attested To: [Signature]
By: [Signature]
Print Name: Patricia Biles
Title: Ex-officio President

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me this 8th day of December 2016, by CAMILLE MASSE, as President and PATRICIA BILES, as ex-officio of Castle #12 Condominium, Inc., a Florida not-for-profit corporation.
President

Personally Known
 Produced Identification
license
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA
Sign: [Signature]
Print: Tiffany Marshall
My commission expires: _____

