

CERTIFICATE OF REVISED BY-LAWS AND AMENDMENTS OF CASTLE ELEVEN CONDOMINIUM INC. AS NOW RECORDED IN OFFICIAL RECORDS BOOK 5232, PAGE 233, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA.

Pursuant to Paragraph XIV of the Declaration of Condominium of Castle Eleven Condominium Inc., a Florida Corporation not for profit, this certificate is hereby filed, certifying and attesting that the following By-Laws and Rules & Regulations were revised and duly adopted by the Board of Directors of said Castle Eleven Condominium Inc. at a meeting held on March 14th, 1979, and furthermore, were fully adopted by the Unit Owners of said Castle Eleven Condominium Inc. at a meeting held on March 26th, 1979. Proper notice of the meeting of the Board of Directors in accordance with Article IV Section 5 of the By-Laws was given and proper notice of the meeting of the Unit Owners in accordance with Paragraph XIV Section A of the Declaration of Condominium.

PREAMBLE

Mankind owes its complete success in the accomplishment of an organized way of life to the formula of rules, laws and sound, unbiased government.

These regulations as herein hereafter set forth by which we must abide by, are not intended as an infringement or deterrent on our personal liberty. Rather, they are designed so that we can live in harmony with each other, notwithstanding, that all of us of necessity will be subject to law and government.

By strict adherence to this concept, our daily life in Castle Eleven will redound to our happiness and contentment for as long as we shall call this our home.

BY-LAWS OF CASTLE ELEVEN CONDOMINIUM, INC.

I. IDENTITY

These are the By-Laws of Castle Eleven, a non-profit Florida Corporation, organized pursuant to Chapter 617, Florida Statutes, 1967, and Section 711.12, Florida Statutes, 1967, for the purpose of administering CASTLE APARTMENTS ELEVEN, a condominium of lands lying and being situated in Broward County, Florida.

- 1. Office - The Office of the Association shall be at 4750 NW 22 Court, Lauderdale, Florida 33313.
2. Fiscal Year - The fiscal year of the Association shall be the calendar year.
3. Seal - The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

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## II. MEMBERS

1. Qualification - The members of the Association shall consist of all of the record owners of apartment units.
- 1a. A permanent resident who has Power of Attorney from the owner of record shall have the same privileges as the owner of record. Such power of Attorney must be filed with our Board Directors for their approval unless recinded by the owner of record and that, too, must be filed with the Board of Directors.
2. Change of Membership - After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association, the membership of the prior owner shall be thereby terminated.
3. Voting Rights - The members of the Association shall be entitled to cast one vote for each apartment unit owned by them.
4. Designation of Voting Representative - If an apartment unit is owned by one person, his rights to vote shall be established by the record title to his apartment unit. If an apartment unit is owned by more than one person, the person entitled to cast the vote for the apartment unit shall be designated by a certificate signed by all of the owners of record of the apartment unit and filed with the Secretary of the Association.
5. Approval or Disapproval of Matters - Whenever the decision of an apartment unit owner is required upon any matter, whether or not subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.
6. Restraint Upon Assignment of Shares in Assets - The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

## III. MEMBERS' MEETING

1. Annual Members' Meeting - The Annual Members' Meeting shall be held at 7:00 p.m. Eastern Standard Time, on any given day in January as decided by a majority of the Board of Directors each year, for the purpose of electing directors and of transacting any business authorized to be transacted by the members. The annual meeting may be waived by a two-thirds agreement of the unit owners in writing or petition.
2. Special Members' Meetings - Special Members' Meetings shall be held whenever requested by at least five members of the Board of Directors and must be called by the President. Upon receipt of a written request from members entitled to cast twenty-five per cent (25%) of the votes of the entire membership the President must call such meeting.
- 2a. Nominating Committee Meeting - A nominating committee shall consist of 7 members - 3 of whom shall be appointed by the President with the approval of the Board of Directors at their October Board meeting. The additional 4 members shall be elected at the regular October unit meeting from the unit owners at large who shall not be members of the present Board. They shall then elect their own chairperson.
- 2b. Duties of Nominating Committee - The Nominating Committee shall submit a list of the candidates for the Officers and Members of the Board of Directors to the membership no later than the regular membership meeting in December of each year. This slate of Officers and Board of Directors shall be posted on the Bulletin Board in the lobby of the building at least (2) two weeks prior to said meeting. Additional nominations

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by the Unit Owners will be accepted at the December meeting, and at the night of election which takes place at the January meeting.

No nominations shall be deemed valid unless the willingness of the candidate to serve is indicated at the time of the election, by the candidate in person or by letter signed by him or her at the time of election.

3. Notice of All Members' Meetings - Notice of all members' meetings stating the time and place shall be given, unless waived in writing, and furnished to every absentee member at the address as it appears on the books of the Association and shall be mailed not less than 10 days nor more than 60 days prior to the date of the meeting. Such notice must be posted on the bulletin board of Building 11.
4. Quorum - 52 owners of record at a membership meeting shall constitute a quorum. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or by these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.
5. Proxies - Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary 24 hours before the appointed time of the meeting or any adjournment thereof. A person shall cast no more than five proxy votes. Proxies of absent unit owners must be given in writing only to unit owners of record.
6. Adjourned Meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
7. Order of Business - The order of business at Annual Members' Meetings, and as far as practical at all other Members' Meetings, shall be as follows:
  - a. Calling of the roll and certifying of proxies.
  - b. Proof of notice of meeting or waiver of notice.
  - c. Reading and disposal of any unapproved minutes.
  - d. Reports of officers.
  - e. Reports of committees.
  - f. Election of directors.
  - g. Unfinished business.
  - h. New business.
  - i. Good and Welfare.
  - j. Adjournment.

#### IV. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors comprised of seven (7) officers - President, Executive Vice President, Vice President in charge of the Interior, Vice President in charge of the Exterior, Recording Secretary, Corresponding Secretary, Treasurer, and four (4) directors at large, all of whom shall be unit owners of record of Castle Eleven Condominium, Inc. They shall all be elected at the Annual Meeting from the membership at large for a period of one (1) year.
  - a. Each Director shall be a person entitled to cast a vote in the Association.
2. Determination of Directors - The majority of the owners of apartment units shall elect the Board of Directors at the Annual Meeting. Such election shall be by secret ballot conducted by the Secretary of the Association. Directors shall take office immediately upon election.

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- a. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors at the discretion of said Board of Directors.
- b. Any Director may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- 2c. Any member of the Board of Directors who has been absent from three or more consecutive Board Meetings can automatically be replaced by the Board of Directors at their discretion, by secret ballot.
3. Term - The term of each Director's service shall extend until the next Annual Meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
4. Association Meeting - The meeting of the newly elected Board of Directors shall be held within 10 days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of the organization meeting shall be posted on the bulletin board.
- 4a. There shall be a minimum of five general membership building meetings per year, including the annual meeting. They shall be held in the following sequence:  
Annual Meeting: January  
Regular Meetings: March, June, October, December of the same year. Additional meetings may be called at the discretion of the President or upon the request of at least 26 unit owners. All requests shall be in writing or by petition.
5. Regular Board Meetings - Regular meetings of the Board of Directors shall be held once a month. The date shall be the 2nd Wednesday of each and every month. Notice of regular Board meetings shall be given to each Director, either personally, by mail, telephone, and ~~telegraph~~ shall be posted on the Bulletin Board at least three days prior to the day named of such meeting.
6. Special Board Meetings - Special meetings of Directors may be called by the President or may be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be posted on the Bulletin Board and shall state the time, place, and purpose of the meeting.
- 6a. The President may call a Special Emergency Board meeting at any time for a specific emergency ONLY, without prior notification.
7. Quorum - A quorum at Directors' Meetings shall consist of at least 7 members of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium of the By-Laws.
8. Adjourned Meetings - If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
9. Joinder in Meeting by Approval of Minutes - The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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10. Presiding Officer - The presiding officer at the Director's meetings shall be the President. In the absence of the President, the Executive V. P. shall preside. In the absence of the President and the Executive V.P., the directors present shall then designate one of the Vice Presidents to preside.

V. POWERS AND DUTIES OF BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, subject only to approval by apartment unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws.

1. Assess - To make and collect assessments against members to defray the costs and expenses of the condominium.
2. Disburse - To use the proceeds of assessments in the exercise of its powers and duties.
3. Maintain - To maintain, repair, replace and operate the condominium property.
- 3a. The President shall be allowed the discretionary power of expending any sum up to \$100.00 for the benefit of the building without obtaining prior Board approval.

Any recommendation requiring the expenditure of more than \$100.00 and not more than \$500.00 shall require a motion and the approval of the majority of the Board of Directors

Any proposal requiring the expenditure of more than \$500.00 shall first require the approval of the Board of Directors and then shall additionally require the approval of at least three-fourths of the unit owners in attendance at a regular or special membership meeting called for such purpose. In case of an emergency, the Board of Directors shall have the authority to expend such sums of money as are necessary relating to said emergency without the approval of the unit owners.

4. Insure - To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.
- 4a. Exhibit A - Agreement & Declaration of Trust between Castle 11 Condo. Inc, a Florida Corp. not for Profit and the Board of Directors - Exhibit hereto attached.
5. Reconstruct - To reconstruct improvements after casualty and/or further improve the condominium property.
6. Regulate - To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium. Rules and Regulations of the Association, until amended, shall be set forth in Exhibit "A" attached hereto.
7. Approve - To approve or disapprove of the transfer, mortgage and ownership of apartment units in the manner provided by the Declaration of Condominium.
8. Management Contract - To contract for management of the condominium and to delegate to the contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors and the membership of the Association.

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9. Borrow - To make contracts, incur liabilities, and borrow money for Association purposes at such rates of interest as the Board of Directors may determine, issue notes of the Association, bonds and other obligations and secure any Association obligation by mortgage and pledge of all or any of its property income, subject to the approval of 75% of the unit owners.
10. Enforce - To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the condominium.
11. Purchase Apartments - To purchase apartment units in Castle Eleven Condominium, Inc., subject to the provisions of the Declaration of Condominium.
12. Leasing of Apartments -

- 12a - 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 require, and an executed copy of the proposed lease.
- 12b - If the proposed transaction is a lease, then within sixty days after receipt of such notice and information 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.

1. Term of Leases.

After the approval of the Board of Directors elsewhere required, the entire apartment may be rented, provided the occupancy is only by one lessee and members of his immediate family who are at least 18 years of age, their servants and guests, except that guests or relatives shall not be visitors for more than 30 consecutive days. The term of the lease shall be for no less than 4 months nor more than 12 consecutive months and such lease shall be permitted only once during the term of ownership by an apartment unit owner of any apartment in the condominium. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof from compliance with the restrictions in this Article 5 or any of their other duties as an apartment unit owner. It shall be the responsibility of the owner of the leased apartment to enforce the Rules and Regulations of the Condominium in respect to such Leases.

2. Extention of Term of Lease.

However, the Board of Directors may permit a renewal of an existing Lease for no less than 4 consecutive months nor more than 12 consecutive months immediately following the expiration of an existing Lease, or, a new Lease may be permitted to a new Lessee for a period of no less than 4 months nor more than 12 consecutive months subject to all of the following conditions.

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- (a) Permission for renewal of an existing lease or the inception of a new lease may be obtained only by approval of at least 75% of the membership of the Board of Directors.
- (b) The unit owner of an apartment desiring the extension of the period during which an apartment may be leased must be actively making an effort to transfer ownership of the apartment.
- (c) The apartment unit owner desiring the extension of the period during which leasing is permitted must prove that transfer of ownership during the first 12 consecutive months during which leasing was permitted would have resulted in a hardship or monetary loss.
- (d) Under no condition will a further extension of the period during which leasing of an apartment unit be permitted after 24 months beyond the date of the beginning of the period of the first lease of an apartment.
- (e) All duties and obligations, other than the period during which leasing is permitted, must be complied with fully by both the Lessee and the apartment unit owner as enumerated in Paragraph 1, above.

3. Restriction on Subleasing.

Under no condition will subleasing be permitted to any Lessee of an apartment unit. The privilege of leasing apartment units is reserved solely and exclusively to the owners of record of the apartment unit subject to the terms of Sections 1 and 2, above.

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## V1. OFFICERS

1. The officers of the Association shall be a President, Executive Vice President, Vice President in charge of the Interior, Vice President in charge of the Exterior, Treasurer, Recording Secretary, Corresponding Secretary. The President shall have served as a previous member of the Board of Directors.
2. President - The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman of all Board and Members' Meetings.
  - 2a. Committees - The President shall appoint the following committees, which shall be headed by a member of the Board of Directors:
    - Advisory Board
    - Appliance Insurance
    - Bookkeeping and Auditing
    - Budget and Finance
    - By-Laws
    - C.A.B.
    - Entertainment
    - Exterior
    - Good Neighbor
    - Interior
    - Legal
    - Parliamentarian
    - Purchasing Agent
    - Representative to Council
    - SecurityOr any other committees that may be necessary
3. Executive Vice President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall be ex-officio of all committees.
  - 3a. Vice President in charge of the Interior - Shall be responsible for the proper functioning and maintenance of the interior and roof of the building.
  - 3b. Vice President in charge of the Exterior - Shall be responsible for the proper functioning and maintenance of the exterior of the building.
4. Recording Secretary he Secretary shall keep the minutes of all proceedings of the Board of Directors and member meetings. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Secretary shall keep and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.
  - 4a. Corresponding Secretary - It shall be the duty of the Corresponding Secretary to take charge of all correspondence as directed by the President of the Association.
5. Treasurer - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

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6. Term of Office - All duly elected officers shall serve for the term of one year except the president who may not serve for more than three (3) consecutive terms.
7. Indemnification of Directors and Officers - Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance, or non-feasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

## VII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

1. Accounts - The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:
  - a. Current Expense - Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may, by the direction of the Finance Committee, set an allowance for contingencies. Any excess of the unexpended funds over current expenses at the end of each fiscal year shall be determined as follows: there shall be no expenditures of any monies for any purpose except for the maintenance and upkeep of Castle Eleven, Inc.
    - 1a. Recommended by the Finance Committee to the Board of Directors for approval.
    - 1b. The Board of Directors shall make a decision no less than 30 days prior to the end of the fiscal year. However the Board of Directors may provide for the distribution of and for reserves not otherwise provided herein.
2. Budget - The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.
3. Assessments - Assessments against the apartment unit owners of Castle 11 Condominium, Inc. for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1st preceding the year for which the assessments are made. Such assessments shall be due in twelve equal monthly payments, one of which shall come due on the first day of each month of the year and shall be paid not later than the 10th day of that month without penalty, for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

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4. Depository - The depository of the Association will be such banks and/or savings and loan associations in Dade County or Broward County, Florida; as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. The signing of all checks drawn on the Corporation account shall require the signatures of two of the following three officers: President, Vice President or Treasurer.
5. Fidelity Bonds - Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

VIII. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

NOW, THEREFORE, the Declaration is now amended as follows:

ARTICLE VIII- Insurance                      Section D-Insurance Trustee Share of  
 Exhibit "A"    Proceeds

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is now amended and shall read as follows:

All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Dade or Broward County, Florida, and possessing trust powers, as may be approved from time to time by the Board of Directors of the Association, or, the Board of Directors of the Association may act as Insurance Trustee, provided however, that the foregoing right of the Board of Directors to select such insurance trustee shall be subject to the approval of the bank, the insurance company, or the savings and loan association holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the Insurance Trustee to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees, in the following shares, but which shares need not be set forth in the records of the Insurance Trustee. Should the Board of Directors act as insurance trustee, then the proceeds of any settlement resulting from a casualty loss plus any assessment, if any, from apartment owners, shall be kept in a separate bank account subject to the control of the Board of Directors only, and shall be distributed as hereinafter provided.

IX. AMENDMENTS- The By-Laws of this Association may be amended in the following manner:

An amendment must be presented to the By-Law Committee whose duty it will be to put into proper form and present it at the next general meeting for a first reading. This amendment must be signed by at least 5 unit owners who are in good standing. After the first reading it will then again be presented at the following general membership for final approval, in printed form to each unit owner, at which time a 2/3rd. vote of those unit owners present is necessary,

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X. COMMUNITY FACILITY LEASE

Simultaneously with the adoption of these By-Laws and the execution of the Declaration, the Association, as lessees through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the apartment unit owners has acquired a non-exclusive long-term leasehold interest in and to community facilities. A signed original copy of said lease, complete in every respect, except that it does not attach the Declaration of Condominium, is made part hereof. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association may be persons, individual, or corporate, who might be considered as having a beneficial interest in said lease, and that such circumstances shall not and cannot be construed or considered as a breach of their duties to this Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in the Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the Board of Directors of the Association and by the Lessor with the formality required for deeds and duly filed among the public records of Broward County, Florida. Each apartment unit owner, his heirs, successors and assignees, shall be bound by said community facility lease to the same extent and effects if he had executed said lease for the purpose therein expressed, including but not limited to (a) Subjecting all his rights, title and interest to his apartment unit, the condominium and the Association to the lien rights granted the Lessor in Paragraph of said lease; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as Lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment unit owners in the cases providing therefore in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that such persons acting as Directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The provisions of the Paragraph X shall be deemed to be declared a covenant running with the land of the condominium and shall, until the Lessor shall declare otherwise, remain as such and be in full force and effect during the terms of said lease whether or not the condominium in the Declaration created be sooner terminated. Said community facility lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Paragraph IX thereof entitled "Security", which provides for liens on the leasehold interest of the Lessee in the community facilities, on the assets of the Association, and on the condominium property running in favor of the Lessor to secure to the Lessee the payment of all sums and monies due it and to become due and to secure obligations thereunder. The acts of the Board of Directors and officers in acquiring such leasehold be and the same

are hereby ratified, confirmed and approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions and amendments thereof which the Board of Directors and Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment unit owner for all purposes provided in said community facility lease to do and perform each and every act and thing required of apartment unit owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said community facility lease. Whenever any of the provisions of said management agreement, community facility lease and these By-Laws shall be in conflict, the provisions of said community facility lease shall be controlling. The expense of rental, replacements, and other undertakings as set forth in the community facility lease, is a common expense. Each apartment unit owner shall have the right to use, occupy and enjoy the community facilities through the Association, as Lessee, subject to all of the provisions of said community facility lease, the Declaration, these By-Laws and such rules and regulations which the Association and/or others may from time to time adopt.

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EXHIBIT "A" TO BY-LAWS OF  
CASTLE ELEVEN CONDOMINIUM, INC.  
BEING ITS INITIAL RULES AND REGULATIONS

1. Owners must be mindful of the fact that their guests are not necessarily the guests of the Castle Eleven. While every effort shall be made to welcome guests and make our facilities available to them, it is the obligation of the host owners to acquaint their guests with all of our rules and regulations.
2. The Board of Directors will employ all reasonable means, including legal proceedings where warranted, to obtain and enforce observance of the rules and regulations in order to protect the well being and property of all unit owners.
3. Any violation of failure to comply with the rules and regulations including requirements as contained in the Declaration of Condominium, recorded in the Broward County Clerk's Office, or any of the Castle Eleven Corporation By-Laws, as contained in the Association's documentation, or any rule, regulation or resolution adopted or hereafter made by the Board of Directors, by any unit owners or their lessee, visitor guests or relatives, the owner shall be censured by the Board of Directors.
4. In the event of any damage or destruction to Castle Eleven property, the Board of Directors in addition to the foregoing, may impose an assessment to cover the costs of repairing or replacing such property upon the owner who is responsible for such acts of his guests.
5. The following procedures will be used to enforce all rules and regulations:
  - a. A certified return receipt requested letter will be sent to the violator (unit owner) by the Board of Directors apprising him of the violation and its resulting consequences.
  - b. If the violation continues, immediate punitive action and measures will be taken by the Board of Directors as of the day of notice.

NOTE: Owners shall have the right to seek an appeal from the decision of the Board if said appeal is made within five days after notice date.

6. In such event, the President will appoint a grievance committee who will make a formal recommendation to the Board. The Board will make final disposition of the matter by a majority vote and such vote will not be subject to review or appeal.
7. No circulars, notices or petitions, printed or written, may be distributed in the common areas or deposited at the door of any unit owner except such notices that are approved by the Board.
8. No food, breakables or littering is allowed in the common areas.
9. No carriages, play pens, bicycles or other obstructionable objects may be kept or stored in the common areas or the common areas of the store-rooms.
10. Bicycles shall not be transported through the hallways or carried on elevators but must be stored in the area provided for that item.
11. Top covering and shoes must be worn at all times in the lobby and hallways.
12. There shall be no soliciting of any kind in the building, unless sanctioned by the Board of Directors.

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13. The recreation rooms in Castle Eleven are only for the use of residents of Castle Eleven and no parties or functions may be held in these rooms without the permission from the Board of Directors of Castle Eleven.
14. A unit owner desiring to install a porch enclosure must submit specifications and plans with the stamp of a licensed architect whereon to the Board of Directors for approval in writing for said installation.
15. The sidewalks, entrances, elevators, halls, corridors and stairways in the building shall not be obstructed or used for any purpose other than ingress to and egress from apartment units.
16. No article shall be placed in any of the corridors, halls or stairways in the building nor shall same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors, of the apartment building. No washing of screens or painting of any kind shall be done in the common areas. Painting of small items is permitted only in the Work Room on the 4th floor. There shall be no dusting of mops down the garbage room chute.
17. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of Castle Eleven building.
18. None of the common elements of the Condominium shall be decorated or furnished by any unit owner or guest.
- 18a. Exterior appearance: No clothing, sheets, blankets, laundry of any kind or other articles shall be hung or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris or other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of the apartment building and no awning, canopy, shade window guard, ventilator, fan, air-conditioning device, radio or television lines or antenna may be affixed to or placed upon the exterior walls or roofs or any part thereof without the prior consent of the Board of Directors.
19. No unit owners or guests shall play or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building.
20. Unit owners are specifically cautioned that their right to make any addition, change or alteration or decoration to the exterior appearance of any portions of the building, including balconies appurtenant to the apartments is subject to the provisions of the Declaration of Condominium.
21. All garbage and refuse is to be deposited only in the facilities provided for that purpose.
- 21a. All garbage containing any food residue shall be placed in a plastic bag and securely closed before being deposited in the trash receptacle.
22. All cartons, boxes, containers, lamp shades or other bulky items shall be flattened or compressed as much as possible and carried to the trash room on the ground floor.
23. No cooking shall be permitted on any balcony or terrace of an apartment, nor may laundry be displayed at any time.
24. All doors leading from the apartment to common elements must be closed at all times, except when in actual use for ingress or egress to and from common areas.
25. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative vehicles, trucks, campers, commercial vehicles or any purpose whatever other than parking facilities as aforesaid. An apartment unit owner may not lease or assign his automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the Declaration of Condominium.

REC 8143 PAGE 287

26. All owners must park their cars only in the assigned spaces. If it is desired to change spaces with another owner, this shall be permissible provided that both owners agree and the Board of Directors is notified and approves, in writing
- 26a. All parking spaces shall be maintained by the unit owners. In the event any repairs have to be made this Association shall make the repairs and charge the Unit Owners with the cost. This shall apply only to areas that have been resurfaced.
- 26b. Unit Owners who wish to clean or wash their cars , must do so only in Guest Parking Spaces.
27. Complaints regarding the service of the Condominium must be made in writing to the Board of Directors.
28. The laundry room shall be used in such manner and at such times as the Board of Directors may from time to time direct. Such directions shall be posted in the laundry room.
29. The use of the laundry room shall be limited to the hours of 8:00 a.m. to 9:00 p.m. every day except Sunday, when the hours shall be limited to 10:00 a.m. to 9:00 p.m.
30. There shall not be kept in any apartment or storage areas any inflammable , combustible or explosive fluid, materials, chemicals or substance except for normal household use..
31. Apartment unit owners, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, into elevator shafts, elevator equipment rooms or power rooms of this building.
32. No unit owner or guest or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Building Eleven, nor shall he attempt to send any of such employees upon private business of such unit owner or resident.
- 32a.. No unit owner shall conduct or maintain any business, service or office on a commercial basis from ~~the~~ apartment. The reason for the aforementioned rule is that according to the zoning laws and building insurance, the status of our building will be endangered. The unit owner involved shall be subject to an assessment equal in amount to the increase in insurance costs. Notice of the above infraction shall be given by the Board of Directors by certified mail, return receipt requested. The decision shall be by the Board of Directors to determine whether or not this By-Law has been violated.
33. No animals shall be raised, bred or kept in any apartment or in the common areas.
- 33a. The Board of Directors is cognizant of the fact that there currently are dogs being harbored in units of this building. These dogs shall be permitted to remain so long as they shall live. It is emphatically agreed that upon their demise these animals shall not be replaced. Further, with the exception of these dogs, no pet of any kind whatsoever, except fish, shall ever be permitted to be harbored in this building. Furthermore, under no circumstances, will the Board of Directors issue a certificate of approval to any prospective unit purchaser or unit lessee who shall harbor any pet of any kind whatsoever, except fish. Any unit owner or lessee who is guilty of any infraction of this rule shall automatically be assessed one hundred dollars (\$100.00) more than the monthly maintenance charge, for the month in which the infraction occurs. The keeping of a pet in one's apartment for a period in excess of twenty-four hours shall automatically be deemed an infraction of this rule. The Board of Directors wants it understood that after the demise of the dogs mentioned above, it wants this building to be completely devoid of any household pets or any of the problems that household pets bring. Unit owners are cautioned not to resort to any subterfuge that might in any manner circumvent this rule.

REF 8143 PAGE 288

34. All unit owners shall exercise due care with regard to littering and shall, whenever expedient, pick up any litter discarded by thoughtless and inconsiderate people.
35. All unit owners shall consider it their duty to see to it that their guests shall not violate any of the rules or regulations of our building. Any owner who shall have a lessee or guest who has in any manner damaged our building shall be held responsible for the repair and/or replacement of any damage incurred by that lessee or guest.
36. All members of the corporation will be advised of any building improvement at the next general meeting.
37. Unit owners shall submit all complaints in writing as well as proposals to the Board of Directors. In the event of any emergency, this rule is waived and same may be verbally made to any member of the Board.
38. Any decision by the Board of Directors may be overruled by a majority of the unit owners present at a membership meeting.
39. Any proposal which shall have been made at a general building membership meeting and which shall have received approval by at least a majority of the unit owners present, shall be considered a mandate upon the Board of Directors to validate such a proposal.
40. All adopted and amended By-Laws, rules and regulations shall be considered as supplementary to those in the Declaration of Condominium. However, where any adopted or amended By-Laws, rules or regulations are in disagreement within any of those in the Declaration of Condominium, the adopted change or changes shall be deemed as being in effect. In any event, the latest adopted or amended By-Laws, rules and regulations shall be always deemed the prevailing ones.
41. 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 will more than one tenancy be approved by the Board of Directors within any twelve month period.
42. Each unit owner is required to inform the Board of Directors of his intention to sell or lease his apartment.
43. The seller of any apartment is required to pay the sum of Fifty Dollars (\$50.00) to the Corporation as a screening fee upon receiving approval of the application and is refundable in the event the sale is not consummated. A unit owner upon receiving approval from the Board of Directors for the leasing of his apartment is required to pay the sum of Fifty Dollars (\$50.00) to the Corporation and is refundable in the event the lease is not consummated. In all cases, the approval of the Board of Directors is required prior to the consummation of the sale or lease of any apartment in this building.
- 43a. The sale or leasing of apartments shall be limited as to occupancy as follows:  
 Only one permanent family consisting of a husband, wife and one additional person, over the age of 18 years, in either one or two bedroom apartments.
- b. The sale or lease of an apartment to a corporation is hereby excluded.
44. No approved tenant may sublease or assign this lease.
45. No apartment may be sold or rented without the prospect first being screened and approved by the screening committee and in no event will a sale or lease be approved without a screening.

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46. A contract to purchase or lease an apartment is not transferable without a new screening of the prospective purchaser or leasee.
47. The Board of Directors reserves any and all remedies available to enforce this rule as set forth in all provisions of the Declaration of Condominium on file with the Clerk of the Circuit Court, Broward County, State of Florida, as well as those provided for by the laws of the State of Florida which may not be set forth in the Declaration of Condominium.
48. In the event any legal action is instituted or lien filed, all costs will be charged to the unit owner, including reasonable attorney fees and interest at the greatest rate permitted by the laws of the State of Florida.
49. EACH UNIT OWNER OR LESSEE SHALL RECEIVE A COPY OF THESE RULES AND REGULATIONS WITH WHICH THEY ARE REQUIRED TO CONFORM. THUS, THE LACK OF KNOWLEDGE CANNOT BE USED AS AN EXCUSE IN THE EVENT OF A BREACH OF THESE BY-LAWS AND RULES AND REGULATIONS.

All By-Laws, rule, and regulations provided for in the Declaration of Condominium not heretofore Amended shall remain in force.

The same may apply to all rules and regulations in the preceding pages and in many instances repeated in the Declaration of Condominium, were designed for your benefit and protection. If all of us will adhere strictly to these rules and regulations without any exceptions, we will enjoy our residence in Castle Eleven to the greatest extent possible.

Amended and submitted by the  
By-Laws Committee:-  
Manuel Pariah- Chairman  
Ruth Henken = Secy  
Rai Krimko  
Louis Melcer  
Ned Fine

Castle Eleven Condominium Inc.  
4750 N.W. 22nd Court  
Lauderhill 33313

Ray Krimko Pres.

Castle Eleven Condominium Inc.

Fannie Hechman Secy.



OFF  
REC 8143  
PAGE 290

Before me, the undersigned authority, personally appeared Rai Krimko and Fannie Hochman, President and Secretary respectively of Castle Eleven Condominium Inc., a Corporation not for profit, organized and existing under the laws of the State of Florida, to me known to be persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal at Lauderhill County of Broward, State of Florida, this 9<sup>th</sup> day of April, 1979

Witness to signature of President

Manuel Basich  
Steph D. Golats

Witness to signature of Secretary

Manuel Basich  
Steph D. Golats

Selen Saggard  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 27, 1982  
BONDED THRU GENERAL INS. UNDERWRITERS



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

CERTIFICATE OF REVISED BY-LAWS AND AMENDMENTS OF CASTLE ELEVEN CONDOMINIUM, INC 4750 N.W. 22 COURT, LAUDERHILL, FL. AS NOW RECORDED IN OFFICIAL RECORDS BOOK 5232, PAGE 233, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA.

WHEREAS, at a duly called meeting of the membership of Castle #11 Condominium, Inc., a Florida non-profit corporation, held on the 21st day of October, 1985 and the 23rd day of December 1985, at which time a quorum was present, the aforesaid Declaration of Condominium was amended pursuant to the requirements of the said Declaration of Condominium and the By-Laws for such amendment.

FILED 20 11 25 AM '85

PAGE II  
Article II - MEMBERS

Section I a now reads:

A permanent resident who has Power of Attorney from the owner of record shall have the same privileges as the owner of record. Such power of Attorney must be filed with our Board of Directors for their approval unless rescinded by the owner of record and that, too, must be filed with the Board of Directors.

Amended to read as follows:

A permanent resident who has the Power of Attorney from the Owner of Record shall have the same privileges as the Owner of Record. The unit owner must write to the Board of Directors giving permission to the legally wedded spouse in residence to serve on the Board of Directors, unless rescinded by the Owner of Record.

OFF REC 13264pg 872

PAGE III  
Article IV - BOARD OF DIRECTORS

Section I - now reads:

The affairs of the Association shall be managed by a Board of Directors comprised of seven (7) officers - President, Executive Vice President, Vice President in charge of the Interior, Vice President in charge of the Exterior, Recording Secretary, Corresponding Secretary, Treasurer, and four (4) directors at large, all of whom shall be unit owners of record of Castle Eleven Condominium, Inc. They shall all be elected at the Annual Meeting from the membership at large for a period of one (1) year.

Amended to read as follows:

The affairs of the Association shall be managed by a Board of Directors comprised of seven (7) officers - President, Executive Vice President, Vice President in charge of the Interior, Vice President in charge of the Exterior, Recording Secretary, Corresponding Secretary, Treasurer, and two (2) Directors at Large who shall be elected at the annual meeting from the membership at large. They shall all be elected at the annual meeting from the membership at large for a period of one (1) year.

200

PAGE IV  
Article VI - OFFICERS

Section VI - Term of Office - now reads:

All duly elected officers shall serve for the term of one year except the President who may not serve for more than three (3) consecutive terms.

Amended to read as follows:

All duly elected officers shall serve for the term of one (1) year until the next election when they may be re-elected.

EXHIBIT "A" TO BY-LAWS OF CASTLE ELEVEN CONDOMINIUM, INC  
BEING ITS INITIAL RULES AND REGULATIONS.

Amended to read as follows:

EXHIBIT "A" TO BY-LAWS

TO INCLUDE:

Section 48 a Page 14

Maintenance must be paid by the 5th day of each and every month. If paid after that day, a \$2.00 per day late fee will be imposed. This late fee may be waived at the discretion of the Board of Directors.

Amended and submitted by the  
By-Laws Committee:

Ned Fine  
Sid Strassberg  
Rai Krimko  
Irving Gordon

REC 13264PG 873

We hereby certify that at a regular meeting of the Castle Eleven Condominium, Inc. held on December 23, 1985, a quorum being present and in accordance with the requirements of the By-Laws, did ratify and adopt by written approval the aforementioned amendments.

*Rai Krimko*

Rai Krimko, Pres.

*Fannie Hochman*

Fannie Hochman, Secy.

IN WITNESS WHEREOF, the Castle Eleven Condominium, Inc. by its action, has caused this instrument to be executed by its President and Secretary this 23rd day of December, 1985.

CASTLE ELEVEN CONDOMINIUM, INC.

*Rai Krimko*

Rai Krimko, President

*Fannie Hochman*

Fannie Hochman, Secretary

REC 13254 PG 874

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS

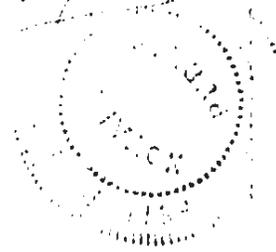
I HEREBY CERTIFY that on this 19 day of March 1986, personally appeared before me Rai Krimko as President and Fannie Hochman as Secretary of CASTLE ELEVEN CONDOMINIUM, INC., a Florida Corporation, to me known to be the persons described above, being duly sworn, did depose that they executed the foregoing instrument and that they affixed their signatures and attached the official seal of the Corporation thereto.

WITNESS my hand and my official Seal in the State and County last aforesaid this 19 day of March 1986.

*Notary Public*

Notary Public, State of Florida  
My Commission Expires May 6, 1989  
Banded thru Troy Four-Insurance, Inc.

RECORDED IN THE OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
CLERK



APL

WHEREAS, the Declaration of Condominium of Castle Eleven Condominium, Inc. was duly recorded in Official Records Book 5232, Page 233 of the Public Records of Broward County, Florida and

WHEREAS, at a duly called meeting of the Membership of Castle Eleven Condominium, Inc. a Florida non-profit corporation, held on Sept 7 1993 at which time a quorum was present, the aforesaid Declaration of Condominium was amended pursuant to the requirements of the said Declaration of Condominium and the By-Laws for such amendment.

Now, THEREFORE, the Declaration is now amended as follows:

Article V, Section 1 ASSESS To make and collect assessments against Members to defray the costs and expenses of the Condominium.

Is now amended to read: ASSESS To make and collect assessments against Members to defray the costs and expenses of the Condominium, and to provide security in the Condominium within the boundaries of the sixteen (16) Condominium buildings in Castle Gardens.

\*CASTLE ELEVEN CONDOMINIUM, INC.

BY Harry Lebowitz PRESIDENT  
HARRY LEBOWITZ

ATTEST

Pauline Doman  
Secretary

BR 101 PG 034:5

STATE OF FLORIDA (ss  
COUNTY OF BROWARD)

I hereby certify that on 7 day of Sept 1993, before me personally appeared Pauline Doman and Harry Lebowitz President and Secretary of Castle Eleven Condominium, Inc. a Florida Corporation, to me, known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the Official Seal of said Corporation and that the said instrument in the act and deed of said Corporation.

WITNESS my signature and office seal at Lauderhill in the County of Broward and State of Florida the day and year last aforesaid.

Aaron Dezure  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:



Return To:  
Castle Gardens Condo #14 no.  
4750 N.W. 22nd St  
Lauderhill, Fla 33313  
c/o Harry Lebowitz

Prepared By:  
Pauline Doman  
4750 N.W. 22nd St  
Lauderhill, Fla. 33313

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

MDM

AMENDMENTS TO DECLARATION OF CONDOMINIUM AND BY-LAWS  
OF  
CASTLE ELEVEN CONDOMINIUM, INC.

(Please note: Additions are indicated by underlining, deletions by "-----", and unaffected language by ".....")

DECLARATION OF CONDOMINIUM

.....

X. RESTRICTIONS

.....

~~B. Children. No persons who have not yet attained 15 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed 30 days in any one calendar year or 30 days within any consecutive 12 month period, whichever may provide the least permissible residence.~~

B. Housing for Older Persons. Inasmuch as Castle Eleven Condominium, Inc., is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older, no unit shall at any time be permanently occupied by anyone who is under sixteen (16) years of age, except that children below the age of sixteen (16) may be permitted to visit and temporarily reside for periods not exceeding 30 days in any one calendar year. No permanent occupancy of any unit shall be permitted by an individual between the ages of sixteen (16) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of sixteen (16) and fifty-five (55) to permanently reside in the Community, providing that such exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesated age restrictions. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board from time to time.

BY-LAWS

.....

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

.....

3a. The President shall be allowed the discretionary power of expending any sum up to ~~\$100.00~~ \$500.00 for the benefit of the building without obtaining prior Board approval.

Any recommendation requiring the expenditure of more than ~~\$100.00~~ \$500.00 ~~and not more than \$500.00~~ shall require a motion and the approval of the majority of the Board of Directors.

~~Any proposal requiring the expenditure of more than \$500.00 shall first require the approval of the Board of Directors and then shall additionally require the approval of at least three-fourths of the unit owners in attendance at a regular or special membership meeting called for such purpose. In case of an emergency, the Board of Directors shall have the authority to expend such sums of money as are necessary relating to said emergency without the approval of the unit owners.~~

2

Prepared by:  
KAYE & BENDER, P.L.  
Andrew B. Black, Esq.  
6261 NW 6th Way, Suite 103  
Ft. Lauderdale, FL 33309

**CERTIFICATE OF AMENDMENTS  
TO THE BY-LAWS OF  
CASTLE #11 CONDOMINIUM, INC.**

Kaye & Bender, P.L.  
WILL CALL #109

WE HEREBY CERTIFY THAT the attached amendments to the By-Laws of Castle #11 Condominium, Inc. as described in Official Records Book 5232 at Page 266 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 6 day of April, 2009, at Lauderhill, Broward County, Florida.

By: [Signature]  
Print: Norman Cherry

Attest: [Signature]

Print: Pauline Domue

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of April, 2009 by NORMAN CHERRY as President and Pauline Domue as Secretary of Castle #11 Condominium, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Sharon Sugarman  
Commission # DD480955  
Expires: OCT. 12, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

sign [Signature]

print Sharon Sugarman  
State of Florida at Large

My Commission Expires:

AMENDMENTS TO THE  
BY-LAWS OF CASTLE #11 CONDOMINIUM, INC.

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

III. MEMBERS' MEETINGS.

. . .

9. Actions Without a Meeting. Any action required or permitted to be taken at any meeting of the members of the Association may be taken without a meeting by the consent in writing from the member setting forth the action so taken.

. . .

IX. AMENDMENTS. The By-Laws of this Association may be amended in the following manner:

~~An amendment must be presented to the By-Law Committee whose duty it will be to put into proper form and present it at the next general meeting for a first reading. This amendment must be signed by at least 5 unit owners who are in good standing. After the first reading, it will then again be presented at the following general membership for final approval; in printed form to each unit owner and must be approved by a majority of the members of the Association. , at which time a 2/3rd vote of those unit owners present is necessary.~~

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR CASTLE # 11 CONDOMINIUM, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 18 day of February, 2015, by CASTLE # 11 CONDOMINIUM, INC., a Florida not for profit corporation, (hereinafter referred to as "Association").

WHEREAS the Association has been established for the operation of Castle # 11 Condominium, Inc. in accordance with the Declaration of Condominium and related documents which were recorded in the Official Records in Book 5232 Page 233 of the Public Records of Broward County, Florida, and as subsequently amended; and,

WHEREAS, the attached amendments to the Declaration of Condominium were approved by not less a majority of the entire membership in writing; and

NOW, THEREFORE, the President and Secretary of the Association do hereby state and certify the following:

1. That the referenced special members meeting of the Association was duly noticed and held in accordance with the Association's by-laws and the requirements of Chapter 718, Florida Statutes, for the purpose of amending the Declaration of Condominium; and

2. That at said special meeting, not less than a majority of the Board of Directors and a majority of the membership voted in the affirmative to adopt the attached amendment to the Declaration of Condominium a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, adopted in accordance with the terms and provisions of said declaration; and

IN WITNESS WHEREOF, the undersigned have set hands and seal this 18 day of Feb., 2015.

Witness

By: Shawn Kasen  
Print: Shawn Kasen

By: [Signature]  
Print: LISA SMYTH

By: [Signature]  
Print: Dina Sugarman

CASTLE # 11 CONDOMINIUM, INC.

By: [Signature]  
Print: NORMAN CHERRY  
Title: President

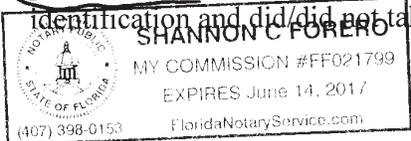
By: [Signature]  
Print: Brittany Brown

Title: Secretary

By: Pauline Domue  
Print: Pauline Domue

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 18 day of February,  
2015 by Norman Cherry as President and by  
Pauline Domue as Secretary, respectively of Castle # 11  
Condominium, Inc, a Florida not for profit corporation, on behalf of the corporation. They are  
personally known to me/have produced \_\_\_\_\_ as  
identification and ~~did~~/did not take an oath



Shannon C. Forero  
Signature of Notary

My commission expires:

EXHIBIT "A"

(Deletions indicated by ~~strikeout~~, additions by underlining)

Article X. H. Leasing. After Approval of the Association elsewhere required, ~~the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 15 years of age, his servants and guests and the terms of the lease is not less than four months~~ an apartment may be leased for a term of not less than three (3) months nor more than six (6) months and only during the months of November through April. ~~No rooms may be rented and no transient tenants may be accommodated. No family member, guests, visitor or invitee may reside in the apartment in absence of the lessee. No Apartment may be sublet.~~ No lease of an apartment shall release or discharge the owner thereof of compliance with this Paragraph X or any of his duties as an apartment owner. Any Apartment owned by the Association is exempt from this requirement and may be rented by the Association in any manner deemed appropriate by the Board of Directors.

This instrument prepared by:  
**Christopher M. Reed, Esq.**  
**Jennings & Valancy, P.A.**  
**311 SE 13<sup>th</sup> Street**  
**Ft. Lauderdale, Florida 33316**

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**CERTIFICATE OF VOTE IN FAVOR OF FOREGOING RETROFITTING OF THE  
FIRE SPRINKLER SYSTEM FOR CASTLE #11 CONDOMINIUM, INC.**

THIS CERTIFICATE OF VOTE IN FAVOR OF FOREGOING RETROFITTING OF  
THE FIRE SPRINKLER SYSTEM FOR CASTLE # 11 CONDOMINIUM, INC. is made this  
21 day of December 2016, by the President and Secretary of Castle # 11 Condominium, Inc.  
("Association").

**WITNESSETH:**

WHEREAS, the Association has been established for the operation of CASTE # 11  
CONDOMINIUM, INC., a residential community, in accordance with the Declaration of  
Condominium and related documents which were recorded in the Official Records in Book 5232,  
Page 233, of the Public Records of Broward County, Florida;; and

WHEREAS, Section 718.112(2)(1) Florida Statutes provides that the Membership may  
vote to forego retrofitting of the fire sprinkler systems; and

WHEREAS, the Association desires that the vote to forego the retrofitting of the fire  
sprinkler system be certified of record as notice to all current and future owners of property  
subject to the Declaration of said governing documents.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. A majority of the Membership voted in favor of foregoing the retrofitting of the fire  
sprinkler system via execution of written consent with a total of 89 members  
executing written consent to forego the retrofitting of the fire sprinkler system.
2. The approval of foregoing the retrofitting of the fire sprinkler system appears in the  
minutes of the Association and said approval is unrevoked.

Witness

By: BUB  
Print: Brittany Brun  
By: Heather Bramos  
Print: Heather Bramos

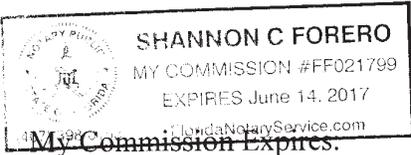
By: BUB  
Print: Brittany Brun  
By: Heather Bramos  
Print: Heather Bramos

CASTLE #11  
CONDOMINIUM, INC  
By: Norman Cherry  
Print: NORMAN CHERRY  
Title: President

By: Pauline Domue  
Print: Pauline Domue  
Title: Secretary

STATE OF FLORIDA)  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of December, 2016 by Norman Cherry as President and by Pauline Domue as Secretary, respectively of Castle # 11 Condominium, Inc. a Florida not for profit corporation, on behalf of the corporation. They are personally known to me have produced \_\_\_\_\_ and \_\_\_\_\_ as identification and did take an oath.



Shannon C. Forero  
Signature of Notary