PROPERTY MANAGER
NF TEAM MANAGEMENT LLC
pm.cgb11@gmail.com
954-253-5648

RULES AND REGULATIONS
WITH BY-LAW AMENDMENTS

CASTLE #11 CONDOMINIUM, INC. (LEGAL NAME)

4750 NW 22nd Ct.
Lauderhill, FL. 33313
Castlegardens11@gmail.com
https://www.Castlegardens11.com

COMPLETE 'OWNER' RULES AND RESTRICTIONS AS OF 1/2022 TO THE DECLARATION OF CONDOMINUM OF CASTLE APARTMENTS #11, *Recorded 1973 (Instr# 7371783 / OR* Bk 5232 Pg 233)

*****1979 AMENDMENT Recorded (Instr# 79108125 /* OR Bk 8143 Pg 275*) REVISED By-laws and Amendments to 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 Bylaws, 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) Certified return receipt requested letter will be sent to the violator (unit owner) by the Board of Director's 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 at 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 obstructinable 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.

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.

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 parting 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 per mitted 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. Further- more, 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 circum vent this rule.

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 nay 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. **(Amended 2015)**

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.

43b. The sale or lease of an apartment to 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.

46. A contract to purchase or lease an apartment is not transferrable 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.

***1986 AMENDMENT Recorded (Instr# 86100717 / OR Bk 13264 Pg 873) REVISED By-laws and Amendments to RULES AND REGULATIONS (48a)**

48a. 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.

49. EACH UNIT OWNER OR LEASEE SHALL RECEIVE A COPY OF THE 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.

***1994 AMENDMENT Recorded (Instr# 94471321 / OR Bk 22649 Pg 10) By-law additions and changes to RULES AND REGULATIONS**

AMENDMENT OF ARTICLE XI • (B)

B. (1) MAINTENANCE OF COMMUNITY INTERESTS- APPROVAL BY ASSOCIATION- NOTICE TO ASSOCIATION.

Approval by Association. *The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:*

(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, on the form(s) provided by the Association. 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, on the form(s) provided by the Association and an executed copy of the proposed lease.*

(c) Gift. Devise or Inheritance; Other Transfers*. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.*

(d) Failure to Give Notice*. If the notice to the Association herein required is not given, then at any time after receiving knowledge a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceeds as if it he received the required notice on the date of such disapproval.*

(e) Transfer Fee*. All applicants for purchase or lease shall submit an application for approval to the board of directors on forms to be provided by the board; together with the presentation of the fully completed application package and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee in the amount of $100.00 per applicant other than husband/wife which are considered one applicant or such other amount as provided in the Condominium Act, as amended from time to time. Approval shall not be given unless the transfer fee has been paid.*

(f) Limitation on Unit Ownership*. Any natural person shall be permitted to own* ***ONLY ONE APARTMENT UNIT*** *at any point in time. All persons submitting application to the Board for unit ownership shall be required to sign an affidavit stating that it is their intent to occupy the subject unit and not to purchase the subject unit for investment and or speculative purposes.*

*(**g) Limitation on Renting of Unit****. Any unit owner must live in their apartment unit for a period of* ***TWO YEARS*** *before their unit shall be eligible to be rented or sold. No approval shall be granted if the ownership time period shall not be met.*

*****2000 AMENDMENT Recorded (OR Bk 19407 Pg 4976) By-law additions and changes to RULES AND REGULATIONS***

AMENDMENT OF ARTICLE X

~~**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 a 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 aforestated 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.*

2015 AMENDMENT Recorded (Instr# 112836061) REVISED By-laws and Amendments to RULES AND REGULATIONS

ARTICLE X. H. Leasing. *After Approval of the Association elsewhere required, an apartment may be leased for a term of not less than (3) months not more than six (6) months and only during the months of November through April. No family member, guests, visitor or invitee may reside in the apartment in absence of the lease. 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.*

1973 FIRST PAGE OF 102 PAGES OF THE DECLARATION OF CONDOMINUM OF CASTLE APARTMENTS #11 *(Instr# 7371783 / OR* Bk 5232 Pg 233)

This instrument was prepared by:
JOSHUA A. SIRKIN, of
HARRIS & SIRKIN, P.A.
Dade Federal Building
101 East Flagler Street
Miami, Florida 33131

73- 71783

DECLARATION OF CONDOMINIUM OF

CASTLE APARTMENTS #11

A CONDOMINIUM, BROWARD COUNTY, FLORIDA

Made the last day appearing in the body of this Declaration by CASTLE APTS., INC., a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

I. PURPOSE. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes herein called the "Condominium Act".

A. Name. The name by which this condominium is to be identified is "CASTLE APARTMENTS#11", a Condominium.

B. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:

(1) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A-1 attached hereto, which lands are herein called the "land".

II. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment. Apartment means unit as defined by the Condominium Act.

B. Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

C. The Association. The Association means CASTLE #11 CONDOMINIUM, INC., a non-profit Florida corporation, and its successors.

D. Common Elements. Common elements shall include:

(1) The condominium property not included in the apartments.

(2) Tangible personal property required for the maintenance and operation of the common elements even though owned by the Association.

73 APR 6 AM 11:11
MARGARETTE RUTH REGISTER

OR 5232 PG 233

****1979 FIRST PAGE OF 17 PAGES - *AMENDMENT Recorded (Instr# 79108125 /* OR Bk 8143 Pg 275*) REVISED By-laws and Amendments to RULES AND REGULATIONS***

79-108125

CASTLE ELEVEN CONDOMINIUM, INC.
4750 NW 22 Court
Lauderhill, Florida 33313

CERTIFICATE OF REVISED BY-LAWS AND AMENDMENTS OF CASTLE ELEVEN CONDOMINIUM INC. AS NOW RECORDED IN OFFICIAL RECORDS BOOK 5838, 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 fuly 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 deterent 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 adherente to this concept, our daily life in Castle Eleven will redown 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, Lauderhill, 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.

BK 8143 PG 275

1986 AMENDMENT Recorded (Instr# 86100717 / OR Bk 13264 Pg 873) REVISED By-laws and Amendments to RULES AND REGULATIONS (48a)

86-100717

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 Eil 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.

PAGE II
Article II - MEMBERS

Section I - 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.

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.

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
Sal Krimko
Irving Gordon

REC 13264 PG 872

REC 13264 PG 873

1994 AMENDMENT Recorded (Instr# 94471321 / OR Bk 22649 Pg 10) By-law additions and changes to RULES AND REGULATIONS

RECORD AND RETURN TO:
BROWARD TITLE, INC.
2650 N. UNIVERSITY DRIVE
CORAL SPRINGS, FLORIDA 33065
(954) 975-9118

94-471321
09-26-94 10:43AM

WITH INSTRUMENT NUMBER NO:
ABBY L. STEINBERG, ESQ.
BROWARD TITLE, INC.
2650 N. UNIVERSITY DRIVE
SUNRISE, FLORIDA 33322

CERTIFICATE OF AMEND[illegible]
TO THE DECLARATION OF CO[illegible]IUM
OF
CASTLE APARTMENTS #11, [illegible]OMINIUM

WHEREAS, Castle Apartments [illegible] 1, Inc., a Condom[illegible] (hereinafter "Association") is the [illegible] responsible [illegible] operation and maintenance of the Condominium whose Declaration of Condominium is recorded in the Public Records of Broward County, Florida Official Records Book 5232 at Page 273.

NOW, THEREFORE, WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium listed above were duly [illegible] in the manner provided in Article XIII of the By-Laws of Castle Apartments #11, a Condominium which are incorporated into the Declaration of Condominium thereof that is by proposal of a Director, in writing with the joinder of Five (5) other Directors, also in writing. Said proposal was presented to the Secretary who submitted it to the By-Laws Committee for review. The Secretary provided all necessary copies of [illegible] to all necessary parties to establish a First reading. This Amendment then had a Second reading where it was approved at a general meeting on the 10 day of Sept, 1994, by a two-thirds (2/3rds) vote.

IN WITNESS WHEREOF, we have affixed our hands this 20th day of Sept, 1994, at Lauderdale Lakes, Broward County, Florida.

WITNESSES:

SIGN [illegible]
PRINT Michelle Hernandez

SIGN [illegible]
PRINT Abby L. Steinberg

CASTLE APARTMENTS, #11, INC.

BY: [illegible]
HARRY ARBOWITZ, PRESIDENT
ADDRESS: [illegible]

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby Certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared HARRY ARBOWITZ, AS PRESIDENT OF CASTLE APARTMENTS #11, a CONDOMINIUM, A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION who IS personally known to me or who HAS produced Dr License _____, as identification to be the PERSON who HAS executed the foregoing instrument and acknowledged before me that HE executed the same.

Witness: my hand and official seal in the County and State last aforesaid this 20 day of September, 1994.

[illegible] I.D. NUMBER

NOTARY PUBLIC, STATE OF FLORIDA
ABBY L. STEINBERG
MY COMMISSION EXPIRES: [illegible]

AMENDMENT OF ARTICLE XI.(B)

B. (1) MAINTENANCE OF COMMUNITY INTERESTS- APPROVAL BY ASSOCIATION- NOTICE TO ASSOCIATION.

Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

(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, on the form(s) provided by the Association. 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, on the form(s) provided by the Association and an executed copy of the proposed lease.

(c) Gift, Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(d) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(e) Transfer Fee. All applicants for purchase or lease shall submit an application for approval to the board of directors on forms to be provided by the board; together with the presentation of the fully completed application package and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee in the amount of $100.00 per applicant, other than husband/wife which are considered one applicant or such other amount as provided in the Condominium Act, as amended from time to time. Approval shall not be given unless the transfer fee has been paid.

(f) Limitation on Unit Ownership. Any natural person shall be permitted to own ONLY ONE APARTMENT UNIT at any point in time. All persons submitting application to the Board for unit ownership shall be required to sign an affidavit stating that it is their intent to occupy the subject unit and not to purchase the subject unit for investment and/or speculative purposes.

(g) Limitation on Renting of Unit. Any unit owner MUST live in their apartment unit for a period of TWO YEARS before their unit shall be eligible to be rented or sold. No approval shall be granted if this ownership time period shall not be met.

2000 AMENDMENT Recorded (OR Bk 19407 Pg 4976) By-law additions and changes to RULES AND REGULATIONS

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
CASTLE ELEVEN CONDOMINIUM, INC.

WHEREAS, CASTLE ELEVEN CONDOMINIUM, INC., a Condominium (hereinafter "Association") is the Association responsible for the operation and maintenance of the Condominium whose Declaration of Condominium is recorded in the Public Records of Broward County, Florida Official Records Book 5232 at Page 233.

NOW, THEREFORE, WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium listed above were duly adopted in the manner provided in Article XIII of the By Laws of Castle Eleven Condominium, Inc. which are incorporated into the Declaration of Condominium that is by proposal of a Director, in writing with the joinder of five (5) other Directors, also in writing. Said proposal was presented to the Secretary who submitted it to the By-Laws Committee for review. The Secretary provided all necessary copies of said Amendments to all necessary parties to establish a First Reading. This Amendment then had a Second Reading where it was approved at a General Meeting on the 28th day of November, 2000, by a two thirds vote.

IN WITNESS WHEREOF, we have affixed our hands this 30 day of November, 2000, at _____, Broward County, Florida.

WITNESSES: CASTLE ELEVEN CONDOMINIUM, INC.

SIGN Edythe P. Kampel By Harry Lebowitz
Harry Lebowitz, President
PRINT Edythe P. Kampel Address [illegible]

SIGN Gladys F. Geyer [illegible]

PRINT Gladys F. Geyer

STATE OF FLORIDA)
:
COUNTY OF BROWARD)

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared HARRY LEBOWITZ, as President of CASTLE ELEVEN CONDOMINIUM, INC., a Condominium, a Florida Corporation, on behalf of the Corporation, who is personally known to me or who has produced [illegible], as identification to be the person who has executed the foregoing Instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 30th day of November, 2000.

Grantor Taxpayer I.D. Number

Notary Public
My Commission Expires: [illegible]

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 aforestated 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

. . . . .

Jn. 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.~~

**2015 AMENDMENT Recorded (Instr# 112836061) REVISED By-laws and Amendments to RULES AND REGULATIONS

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: Sarah Kaser
Print: Sarah Kaser

By: Lisa Smith
Print: Lisa Smith

By:
Print:

CASTLE # 11 CONDOMINIUM, INC

By:
Print: Norman Cherry
Title: President

By:
Print: Pauline Dorme

Title: Secretary

By: Pauline Dorme
Print: Pauline Dorme

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 Dorme 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 FORENO
MY COMMISSION # FF 101261
EXPIRES: MAY 14, 2017
Bonded through National Notary Assn.

My commission expires:

Signature of Notary

EXHIBIT "A"

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

Article X. 11. 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 13 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.