SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.
RESALE APPLICATION

- The attached **RESALE** application **must be** completely filled out in order for it to be processed.

- Submit one (1) copy of your completed application package along with your **sales contract** to this office.

- If application is not legible or is incomplete, it will result in it being delayed or returned for re-submission. **IF APPLICATION, COPY OF SALES CONTRACT, APPLICATION FEE AND PROPER PROOF OF AGE ARE NOT RECEIVED TOGETHER AS ONE COMPLETE PACKAGE, YOUR APPLICATION APPROVAL WILL BE DELAYED.**

- The Seville Area Condominium Assoc., Inc. Board of Directors are responsible for approval or disapproval of an application. **Vesta Property Services, Inc.**, as the association's agent, is responsible for processing this application and notifying realtor or representative when approved. Do not contact the board directly. ALL communications must go through this office.

- The Capital Contribution & Processing Fee of $2,000 effective 1/1/25 *payable to* **Kings Point Recreation Corporation, Inc.**, the Not For Profit Corporation organized under Florida Statute 617 authorized to manage the recreation facilities, **must be submitted** with application for purchase.

Vesta

Vesta Property Services, Inc.
7000 W Atlantic Avenue, Delray Beach, FL 33446
561.203-8632

Busin

ess Hours
Monday to Friday 8:00 am – 12 Noon

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.
RESALE APPLICATION INSTRUCTIONS

1. Please type or print legibly. If application is not legible or is incomplete, it will result in it being delayed or returned for re-submission.

2. Applications **MUST** be received at least **thirty (30) days** prior to "closing" date.

3. Copy of fully executed SALES CONTRACT **MUST** accompany your application.

4. **Application Fees**: A non-refundable $150.00 check *or* money order made payable to **Seville Area Condo Association** for each applicant
   Note: Married couples and Dependent children are considered one applicant and only require a single application fee.

5. Following your closing Vesta Property Services **MUST** receive a copy of the closing statement or warranty deed as proof of the sale. Should proof of Ownership not be received within 10 days, the Association will not be obligated to waive any maintenance or additional fees incurred after purchase of the unit.

6. Your application is subject to the provisions of the Fair Housing Act of 1988. At least one applicant **MUST** be fifty-five (55) or older in order to become a resident. The NOTARIZED letter *(page 9)* **MUST** accompany your application stating that it is understood that it is required that at least one occupant of each unit **MUST** be at least fifty-five (55) years of age.

7. All applicants and occupants must supply a clear copy of their photographic ID that include date of birth for proof of age, along with application. (i.e., driver's license, State ID, passport, VISA). The age verification form *(page 11)* must be completed.

8. ID Cards and vehicle stickers – For Information, please call (561) 499-3335, Ext. 117. Both ID Cards and Vehicle Stickers belonging to the seller **MUST** be turned in to the Kings Point ID Booth in exchange for a receipt satisfying this requirement.

9. All assessment payments **MUST** be paid through the month of "closing". The Certificate of Approval will not be issued until all money owed to the association has been paid or accounted for. Include an estoppel letter if not paid to zero balance when application is submitted to Vesta Property Services.

10. Condominium Owners are subject to Monthly Maintenance Assessments as well as any Special Assessments that may be approved by the Board of Directors.

11. Kings Point is a **NO Pet** Community. Pets are prohibited.

12. Should questions arise or changes become necessary, relating to this sales application, please contact Vesta Property Services immediately at (561) 203-8632.

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC. - RESALE APPLICATION

13. **RENTAL SPECIFICS**:

- Owners MAY NOT lease their unit within the first 2 years *(24 months)* and one (1) day of ownership.
- Twelve (12) months is the minimum time period for any rental with this Association.
- Twelve (12) months is the maximum time period for any rental with this Association
- Prospective and exiting tenants renewing their leases must complete a renewal application every time they renew their leases.
- Owners **MUST** HAVE A SERVICE CONTRACT WITH REPLACEMENT COVERAGE OF AIR CONDITIONING & HOT WATER TANK & PEST CONTROL CONTRACT DURING THE ENTIRE LEASE.
- Once a renter is approved and obtains Kings Point ID, should the lease be broken, the owner cannot obtain a valid Kings Point ID until the expiration of the lease term.
- If a lease is renewed, a renewal application process must be done each and every time.
- If the owner becomes delinquent in their monthly assessments over 90 days, the renter will become responsible to pay their rent directly to Association until such debt is cured.

14. All applicants, occupants and/or their guests are required to abide by governing Association Documents as well as Rules & Regulations. Unit Owners are responsible for the actions of their guests and/or tenants, including any damages to the common elements. Therefore, it is the unit owner's responsibility to provide copies of all Association Documents to the applicant(s). The Association Board of Directors is committed to their enforcement

Note: New occupants seldom seek a copy to read and understand what is expected of them. Please be sure to provide and/or obtain for them a copy to avoid any misunderstandings, confusion and/or conflicts.

PLEASE BE SURE TO RETURN YOUR COMPLETED APPLICATION PACKAGE TO:

Vesta Property Services, Inc.
7000 W. Atlantic Avenue
Delray Beach, FL 33446
Telephone: (561) 203-8632

X, _____ X _____
Signature of BUYER(S)

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.
CONSUMER REPORT AUTHORIZATION

Applicant hereby authorizes Vesta Property Services, Inc. to obtain a consumer report, and any other information it deems necessary for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or sale of a residence for which this application was made. I hereby expressly release Vesta Property Services, Inc. and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state, and/or federal government agencies including without limitation, various law enforcement agencies.

X _____ _____
(Applicant's Signature) Date

_____ _____
(Applicant's Signature) Date

RESALE APPLICATION

_____ DATE VESTA RECEIVED _____ DATE VESTA SENT TO BOARD OF DIRECTORS

SEVILLE_____ SALE/RENTAL UNIT ADDRESS:

_____

NAME OF CURRENT OWNER _____

PERMANENT ADDRESS OF OWNER _____

PHONE_____ EMAIL_____

NAME OF APPLICANT: _____SS#:_____AGE:_____

COAPPLICANT'S NAME: _____SS#:_____AGE:_____

ADDRESS: _____PH#:_____

CITY, STATE, ZIP #:_____EMAIL_____

RESALE APPLICATION-DESIRED CLOSING DATE: _____

PLEASE LIST ALL OCCUPANT(S), WHO WILL RESIDE AT THE RESIDENCE IF APPROVED. OCCUPANCY OF A UNIT IS LIMITED TO TWO (2) INDIVIDUALS, FOR BOTH ONE (1) BEDROOM UNITS AND TWO (2) BEDROOM UNIT AS ORIGINALLY DESIGNED.

NAME	RELATIONSHIP TO APPLICANT	DATE OF BIRTH

AGE OF OLDEST OCCUPANT _____

AGE OF YOUNGEST OCCUPANT _____

HOW MANY CARS DO YOU HAVE?_____

BE ADVISED THERE IS ONLY 1 ASSIGNED PARKING SPOT PER UNIT. APPLICANT INITIALS X_____

RESALE APPLICATION

NAME OF BUYER'S ATTORNEY, REALTOR OR TITLE COMPANY: *(PLEASE CIRCLE ONE)*

_____

EMAIL ADDRESS: _____ PHONE #: _____

NAME OF SELLER'S ATTORNEY, REALTOR OR TITLE COMPANY: *(PLEASE CIRCLE ONE)*

_____

EMAIL ADDRESS: _____ PHONE #: _____

*APPLICANT AGREES TO OBTAIN FROM UNIT OWNER A COPY OF THE "RULES AND REGULATIONS" AND "DECLARATIONS" AS WELL AS ADHERE TO THEM. APPLICATION FEE AND COPY OF THE SALES CONTRACT MUST ACCOMPANY APPLICATION BEFORE THE PROCESSING CAN BEGIN.

..... SUBLEASING IS NOT ALLOWED

..... LEASING WITH "OPTION TO PURCHASE" ARE NOT PERMITTED

..... LEASE RENEWALS MUST RECEIVE ASSOCIATION APPROVAL

THIS SECTION FOR OFFICE AND BOARD USE ONLY

BUYERS BECOME RESPONSIBLE FOR ANY AND ALL OUTSTANDING BALANCES AFTER THE CLOSING. PLEASE VERIFY CURRENT BALANCE AT THE TIME OF CLOSING.

OWNERS MUST HAVE THEIR ASSOCIATION, RECREATION AND/OR MASTER MANAGEMENT FEES PAID UP PRIOR TO THE APPLICATION BEING GIVEN THE NECESSARY APPROVAL AND SIGNATURE.

OWNER CURRENTLY OWES:

AMOUNT: $_____ AS OF _____

VERIFIED BY: _____

KINGS POINT SELLERS and BUYERS

After you close-

Send a copy of the Warranty Deed to: VESTA PROPERTY SERVICES, INC.
7000 W. Atlantic Avenue
Delray Beach, FL 33446

The owner records will be updated and the coupons will be sent.

Additionally, if the seller currently has their maintenance fees direct debited, they will need they will need to cancel this through Property Pay – https://propertypay.cit.com

KINGS POINT ADDRESS: _____

X_____
Signature of Buyer/new owner

_____
Print

X_____
Signature of Seller/current owner

_____
Print

KINGS POINT SELLERS and BUYERS

To Seller and Buyer of Property:

This letter must be read, signed and adhered to and returned with your Package. All items must be turned over at Closing.

Check the items that pertain to your Sale:

_____ Return of all I.D. Cards prior to or at Closing

_____ Door Keys

_____ Return Mail Box Keys

_____ Parking Space No. _____ Association assigns.

_____ Condo Documents

Comments:_____

_____

_____

Understood and Agreed to:

X_____
Seller

X_____
Buyer

KINGS POINT NOTARIZED LETTER

Date: _____

To Whom It May Concern:

I/we, _____have submitted an application to purchase Unit No._____ Building _____in the Seville Area Condominium Association. I/we understand that I/we must complete and answer all information in the approval package for the association. I/we have been given copies and are aware of the association documents, rules and regulations, agreement for deed, rental and resale restrictions, and understand that this association and Kings Point is a fifty-five (55) and over Community *(At least one **APPROVED RESIDENT** must be over the age of 55)*. I/we, the undersigned **WILL NOT** reside in the unit unless one domiciled **APPROVED RESIDENT** is fifty-five (55) years of age or older.

I/we agree that I/we may not move in, begin work, or take possession of the Condominium property prior to approval of the application by the association Board of Directors. I/we further agree that I/we will be responsible for any attorney's fees, court costs, etc., arising from any misrepresentation or failure on my part to comply with the association declaration of condominium, articles of incorporation, by-laws, amendments and rules and regulations.

Applicant's Signature: X_____

Applicant's signature: X_____

The foregoing instrument was sworn and subscribed before me this _____day of _____, by_____who is personally known or has produced _____as identification.

Notary Seal

_____

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

RENTING OR BUYING A UNIT:

Per Rules & Regulation of Seville Area Condominium Association's Documents Unit owners must have ownership for two **(2) years** and one **(1) day** *before* they are allowed to rent.

NO PETS ALLOWED:

Seville Area Condominium Association, Inc. has a **NO PET** policy.

Buyer x _____
Signature

Buyer x _____
Signature

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

55+ AGE VERIFICATION QUESTIONNAIRE

1. Identification of Unit:_____

2. BUYER of Unit (list all owners of record as to be stated on your deed):

   _____

   _____

   _____

   _____

3. Please list every person who is to be an occupant of the Unit and complete all required information. Please supply independent photographic evidence indicating date of birth (*such as drivers licenses or current passports*) of each occupant:

OCCUPANT NAME	AGE	TYPE OF PHOTOGRAPHIC EVIDENCE	DATE OF BIRTH	FAMILIAL OR OTHER RELATIONSHIP
1.				
2.				
3.				
4.				

SIGNATURE(S) OFAPPLICANT(S)

X_____

X_____

_____

PRINT NAME

_____

PRINT NAME

VOTING CERTIFICATE

NOTE: This voting certificate is for the purpose of establishing who is authorized to cast the vote for any property owned by more than one person or owned by a corporation. It is not needed if a property is owned by only one (1) person. Please complete the voting certificate and return it as instructed in the cover notice.

(Designation of Voting Member)

We, the undersigned, being the owners of the property located at _____ _____ do hereby designated that _____ is entitled to cast one (1) vote at the meetings of the Seville Area Condo Association until this Certificate is terminated or suspended by written notice to the Board of Directors of Seville Area Condo Association.

Dated this_____day of _____ 20_____

X_____ _____

Buyer's Signature Print Name

X_____ _____

Signature Print Name

KINGS POINT MULTIPLE OWNERSHIP

Buyer's Name_____

Condominium you will be purchasing_____

List addresses of other apartments you own in Kings Point:

1._____

2._____

3._____

4._____

5._____

6._____

APPLICANT'S NAME_____

RE: Personal Reference Request

Dear Applicant:

Please follow the instructions listed below carefully so you do not delay your application process. If the form is incomplete in any way, it will hold up your application:

1) Choose three people as personal references.
2) Mail, fax or give one form to each person you have chosen.
3) Explain to the person(s) giving the reference that they must complete every section and that they must include their name, phone #, email, and signature.
4) Have the person providing the reference return the form directly to you, **NOT** to VESTA PROPERTY SERVICES, INC.
5) When you have received the completed forms from your references proof them for accuracy and include in your application package.

REFERENCE INFORMATION:

Character: _____

_____

_____

Integrity: _____

_____

_____

Other Comments:

_____

PERSON GIVING REFERENCE

_____ _____

Signature Phone Number

_____ _____

Print Email

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

NO ALTERATIONS CAN BE MADE TO THE EXTERIOR OF ANY UNIT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS. IF YOU DESIRE TO MAKE A CHANGE, PLEASE CONTACT YOUR BUILDING DIRECTOR.

X_____

PURCHASER'S SIGNATURE

_____

DATE

YOU MAY ATTACH A COPY OF YOUR BANK STATEMENT, OR ATTACH A LETTER FROM YOUR BANK ON THEIR LETTER HEAD *(INSTEAD OF USING THIS FORM).*

RE: FINANCIAL REFERENCE REQUEST

Dear Applicant:

It is your responsibility to provide a financial reference to be completed by your bank. They can either complete the information in the box below or provide information on their stationary. The bank's response must be included in your application package when you return it to VESTA PROPERTY SERVICES, INC.

Anticipating your prompt response, we thank you in advance.

[redacted]

Customer's Name

Banking with your institution since:

(Month/Year)_____

Status of the Account: _____

_____
(Name of Bank)

X_____
(Signature and Title of Bank representative)

_____
(Date)

EMERGENCY CONTACT INFORMATION

*This information is important in the event of an emergency—**PLEASE PRINT CLEARLY!**

APPLICANT NAME(S): _____

_____

KINGS POINT ADDRESS: _____

PHONE NUMBER: (_____)_____

CELL PHONE: (_____)_____

EMERGENCY CONTACT NAME: _____

ADDRESS: _____

_____

PHONE NUMBER: (_____)_____

CELL PHONE: (_____)_____

RELATIONSHIP: _____

BACKGROUND INVESTIGATION AUTHORIZATON

I. I understand that an investigative report may be generated on me that may include information as to my character, work habits, performance and experience, along with reasons for termination of past employment, financial/credit history, criminal history records from any criminal justice agency in any or all federal, state, city and county jurisdictions, state Department of Motor Vehicle/Drivers' License Records to include traffic citations and registration, military records from the National Personnel Record Center, education records including transcripts, and requests for records and information from any individual, company, firm corporation, present and/or past employers and public agencies (including the Social Security Administration and the Immigration & Naturalization Service). I fully understand that Global Background Analysis, Inc., may be requesting information from public and private sources about any of the information noted earlier in this paragraph, and I freely give my consent for Global Background Analysis, Inc. to do so.

II. According to the Fair Credit Reporting Act (FCRA), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer-reporting agency. If so, I will be notiffed and be given the name of the agency providing that report.

III. I agree that a photocopy or telephonic facsimile of this authorization shall be valid as the original. This release is valid for most federal, state and county agencies.

IV. I hereby authorize, without reservation, any one contacted by Global Background Analysis, Inc., to furnish the information described in Section 1.

V. I hereby authorize, without reservation, Global Background Analysis, Inc., to contact my present employer for employment verification/references.

APPLICANT: COMPLETE THE FOLLOWING:

❑Credit & Criminal ❑Criminal Only

Signature _____ **Today's Date** _____

Please print full name _____ **Unit #** _____

The following information is required, it is confidential and will not be used for any other purposes.

Please print other names you have used _____ **Social Security Number** - Your Social Security Number will be used in order to confirm your identity for purposes of completing an accurate background investigation and credit check. _____

Date of Birth - Your date of birth is required on this form in order to confirm your identity for purposes of completing an accurate background investigation.

Home Address _____ **City** _____ **State** _____ **Zip** _____

Driver's License Number and State _____ **Name as it appears on License** _____

Have you ever been convicted of, plead guilty, or "no contest" to a crime that has or has not been expunged or removed from your record? ❑ No ❑ Yes **If yes, please explain:** (Make sure to include the city/state/county and the year the crime occurred for each conviction.)

_____

Have you ever been evicted from any leased premise? ❑ No ❑ Yes

FAIR CREDIT REPORTING ACT, DRIVER'S PRIVACY PROTECTION ACT, and ANY APPLICABLE STATE STATUE (S) NOTICE:
In accordance with the Fair Credit Reporting Act, this information may only be used to verify a statement(s) made by an individual in conjunction with legitimate business needs. The depth of information available varies from state to state. The report that will be generated it is in compliance with the Fair Credit Reporting Act, the Driver's Protection Act, and any applicable state statue(s).

Global Background Analysis, Inc.
2420 Brickell Avenue, Ste 307-B, Miami, FL 33129
Phone: (305) 857-0200 | Fax: (305) 857-0110
www.globalbackground.net email: applications@globalbackground.net

KINGS POINT
GOLF AND COUNTRY CLUB
Where Exceptional Lifestyles Begin

GCC

RENTAL AND RESALE INFORMATION

ID OFFICE 561-499-3335 Ext. 136 & 135
Monday – Friday 9:00 AM – 4:00 PM
Closed Saturday & Sunday

Fees (*All fees subject to change*)

- Capital Contribution & Processing Fee-includes one (1) Resident ID Card & one (1) Barcode
  $1,800.00 **Applicable to all resales and transfers of ownership effective 6/1/22**
- Resident ID $60.00
- Single Resident ID $60.00
- Lessee ID $60.00
- Guest ID $10.00 *(See procedural guide for further details)*
- Health Aide ID $50.00 (*Three months*)
- Barcode $10.00
- Saxony RFID Tag $10.00

Requirements: Coincident with submission of an application for purchase of any unit, proof of payment of the Capital Contribution & Processing Fee **must be included.**

Before issuing **Resident ID cards**, we must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal and,
- The previous owner's ID card(s) must be turned in to Kings Point's ID office. If the ID card(s) cannot be located, a $60 fee for each outstanding ID card must be paid before new ID cards will be issued. **Checks payable to: Kings Point Recreation Corp., Inc.**
- **Note**: Maximum of two (2) resident ID cards per unit. The first ID card purchased for a resident/lessee must be issued to an individual fifty-five (55) years of age or older.

Before we can issue **Lessee ID cards**, the ID office must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal, along with a lease and,
- Any outstanding ID cards issued for that unit must be turned in.
- As of August 6, 2015, any unit that is SOLD, if there is an existing lease on the unit AND the lessee turns in their ID cards, ID Cards can be purchased by the new owner, even if the lease has not expired.
- Any Owner or Tenant that breaks the lease, the existing rule below still follows:

Resident ID card(s) will not be issued or another Lessee ID card(s) will not be issued until the expiration of the current lease. No Exceptions!

Kings Point Recreation Area Amenities

The Recreation facilities consists of three (3) clubhouses, five (5) outdoor swimming pools, Natatorium, two (2) golf courses, tennis, shuffleboard, pickleball, bocce ball, racquetball and basketball courts, canals, entry gates and roads of the community and other common facilities. Kings Point is a "**NO PET**" community. The Recreation Area does not include condominium property and its parking areas or common grounds. Our residents also have use of the Kings Point buses. The buses serve the community, the immediate surrounding areas and shopping centers. To assure that residents and their guests have exclusive access to all recreation facilities, a Kings Point ID is necessary. The ID cards are issued in the **ID Office located in the Administration Building.**

PLEASE READ CAREFULLY BEFORE SIGNING!!!!

*Signature: _____ *Signature: _____
Seller/Owner Buyer/Tenant

Note: **Capital Contribution & Processing Fee** of **$1,800.00** *effective* June 1, 2022

Make check payable to: **Kings Point Recreation Corporation, Inc.**

the Not For Profit Corporation organized under Florida Statute 617, authorized to manage the Recreation Facilities, **must be submitted** with application for purchase.

SEVILLE AREA CONDOMINIUM ASSOCIATION INC. RULES AND REGULATIONS

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements and the condominium units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners, the unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

1. The sidewalk, entrances, passages, if applicable, vestibules, corridors, halls, and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein, In addition, there shall be no smoking in any area of any sidewalk, entrances, passages, vestibules, corridors, halls or any other portions of the general common element catwalks.

2. The personal property if all unit owners shall be stored within their Condominium units or in assigned storage space. Patios and balconies shall not be used for the storage of personal property or any other items other than plantings, seating areas or other items that are traditionally found on a balcony or patio.

3. No garbage cans, supplies, or other articles shall be placed on the common elements and limited common elements of the condominium except as authorized by the Association. Nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the limited common elements or common elements. Refuse and bagged garbage shall be deposited only in the area provided therefore. The limited common elements and common elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the condominium property nor shall clothes be hung anywhere within the condominium property except within a unit.

4. No unit owner shall store or leave boats or trailers on the condominium property. Further, no trailers, trucks, boat trailers, campers or oversized vans may be parked in any portion of the Condominium property for any period of time. Moving trucks or vans may be parked, on a temporary basis while performing moving services, but only on Monday through Friday from 8:00
a.m. until 6:00 p.m. or Saturday from 9:00 a.m. until 5:00 p.m. Any special request for other hours must be in writing and approved by the Directors on the particular Walk.

5. Employees of the Association or Management firm shall not be sent off the condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or ill any manner attempt to assert any control over the employees of the Management firm or the Association.

6. Caregivers shall be allowed, but must have a background check and/or proper documentation from their caregiving agency to be provided to management and the Association before entering, unless under emergency conditions. If providing emergency services, then such documentation or background check must be provided within forty eight (48) hours of services being provided to the residents. Overnight caregivers must be approved by the Association and cleared with a background check prior to any overnight stay.

7. The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium premises. In addition, guest parking shall be shared by all Walks from A to 0.

8. Rules for noise restrictions shall coincide with the City Code Enforcement of Delray Beach, Florida, and such noise shall be restricted from 11:00 p.m. until 7:00 a.m. on Sundays through Thursdays, and midnight until 7:00 a.m. on Fridays and Saturdays.

9. Any antenna or aerial erected or installed on the exterior walls of unit or on the limited common elements or common elements of the condominium, which includes the roof, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

10. Any and all air conditioning repairs, maintenance and replacement shall be the responsibility of the individual owners. No window air conditioning units shall be allowed. The only exception will be if and only if during air conditioning repair, for temporary periods of time, a window air conditioner may be allowed with approval of the Association, and if approved, must be removed as soon as the repair is done or within ten (10) days of installation, whichever occurs first.

11. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium unit, limited common elements or condominium property by any unit owner or occupant without written permission of the Association. The foregoing includes signs within a unit which am visible from outside the unit. No solicitation of any services shall be allowed, including, but not limited to, the selling of or advertising of any legal or illegal services or products. Any illegal services or products offered or solicited by any tenant will result in the immediate termination of the lease and seeking removal of the tenant from the property, or in the alternative, a determination by the Association that any such tenant will not be approved for renewal.

12. No awning, canopy, shutter, or other projections, shall be attached to or placed upon the outside walls or doors or roof of a unit or building without the written consent of the Board of Directors of the Association. No sheets, plastics, may be used as window coverings. Clean curtains, and/or blinds may be used for window treatments. Patios or porches may not be enclosed, which included the screening of same except with the prior written consent of the Association, and said consent may be given as certain units and not given as to others. Entry ways may not be enclosed in any manner whatsoever. Where any windows or glass needs to be replaced by an owner, such glass and/or windows shall be replaced with hurricane impact glass meeting all current building codes and standards, and must be approved in writing by the Board of Directors.

13. A unit owner shall not place or use any item thereon or upon any portion of the common elements except with the approval and as designated by the Association. A Unit Owner may garden outside of their unit, but only with plants approved in advance and in writing by the Board of Directors, and only within eighteen (18") inches out of the porch area from the unit. Any and all plantings around the owner's unit must be approved in advance by the Board of Directors in writing.

14. No cooking shall be permitted on any porch, patio or entry way nor on the limited common element nor on the condominium property, except in such area, if any, designated by the Board of Directors of the Association. In addition, no grills shall be permitted on any portion of the common areas or outside of any unit, nor shall any flammable products, explosives or combustible materials be placed anywhere outside of the unit or anywhere on the common areas.

15. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited. Common element assigned thereto or storage areas, except such as are required for a normal household use. No unit is allowed to solely be used for the purpose of warehouse, storage unit, or retail business.

16. Each unit owner who plans to be absent from his unit during the hurricane season, must prepare his unit prior to his departure. Pursuant to Palm Beach County Fire Code, hurricane shutters may be used and closed during the pendency of a tropical storm or hurricane watch or warning, but must be reopened or removed immediately after the watch or warning has been lifted, unless the unit is not being occupied for the duration of the hurricane season.

17. No littering of any kind shall be permitted on the grounds of Seville Building A through Building O nor on any portion of the Common Areas or Common Elements.

18. No animals or pets of any kind shall be kept in any unit or on any property of the condominium, except for an approved Assistance Animal as provided pursuant to the Florida and Federal Fair Housing Laws. Necessary medical documentation must be provided to the Association before bringing any such Assistance Animal to the property and such Assistance Animal must be approved by the Board of Directors as a reasonable accommodation pursuant to the Florida and Federal Fair Housing Laws. Such requirement shall apply to guests wishing to bring Assistance Animals to the property. If such animals are approved and allowed, they must be kept on a leash at all times when outside of the unit, must be properly picked up after and cleaned up after, must not excessively bark or cause disturbances to the residents or the Condominium, and must not show any aggression or otherwise be determined to be a dangerous or aggressive animal. All such pets will be the sole responsibility of the owner of such pet and any violation of these rules or any other rules as amended from time to time will result in the immediate revocation of such approval and the animal will be required to be removed from the Condominium property on a permanent basis.

19. The Board of Directors of the Association, reserves the right to make additional rules and regulations as may be required from time to time without consent of the Condominium Association and its members. These additional rules and regulations shall he as binding as all other rules and regulations previously adopted.

20. **Smoke alarms** - It is mandatory for the health, safety and welfare of all residents comprising all units within the Seville Area Condominium Association, Inc., that at least one smoke alarm, i.e. smoke detector, be installed, maintained and kept in good working order, by such unit owner and/or lessee within their respective units. In no event shall said smoke alarm/smoke detector be removed, except for replacement. Failure to comply herewith shall be a violation of these rules, regulations and by-laws, as enumerated herein.

21. **Rental or lease commencement thereof** - The unit owner shall have a pest and appliance contract that coordinates with the dates of rental or lease and shall submit an affidavit that the contract will remain in full force and effect during such rental or lease period.

22. **Feeding** - Feeding of foul or any two (2) or four (4) legged creature is strictly prohibited. Failure to comply may result in a twenty-five ($25) dollar fine.

23. **Night light switches** - Switches for the night lights on the walk must be left on at all times during the year. Failure to do so may result in a twenty-five ($25) dollar fine.

24. Guests who are not paying rent to the Owner, who are occupying a Lot without the Owner in residence shall be considered a tenant and subject to all of the leasing restrictions contained in this Section. In addition, any such person who occupies a Lot with the Owner in residence for more than thirty (30) days in any calendar year shall also be deemed a tenant and subject to all of the leasing restrictions contained in this Section.

25. The Association shall have the authority to adopt an application and screening process for rentals in a form and manner to be determined by the Board of Directors from time to time. The Association shall further have the authority to conduct background checks on all applicants, including all proposed occupants of a unit by lease. Notwithstanding the foregoing, the Association, through the Board of Directors, shall have the authority to disapprove of any proposed tenant or occupant for Good Cause, which Good Cause shall be include the following:

(a) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership based on the restrictions on occupancy set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time, such that the proposed occupants would automatically be in violation of the governing documents by virtue of moving into the property; or

(b) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application; or

(c) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(d) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or

(e) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or

(f) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section, or misrepresents or includes any false information on any of the application materials submitted to the Association; or

(g) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association; or

(h) No lease will be approved if, at the time of the application, the Lot Owner is delinquent in the payment of any financial obligation to the Association under the Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of the Declaration or the Rules and Regulations which remains uncured at the time an application is made hereunder.

26. No person may purchase or otherwise acquire title to a unit in the name of a corporation, partnership, LLC, or other similar entity or company, except that the Association shall have the authority to own a unit in its name in the event the Association takes title as a result of foreclosure, deed in lieu of foreclosure or otherwise, and a bank, institutional first mortgagee or other entity shall have the authority to own a unit in its corporate name where such entity takes title as a result of foreclosure or deed in lieu of foreclosure of its own lien. Notwithstanding the foregoing, there shall be no prohibition on a unit being owned in the name of a trust.

27. No Unit Owner who purchases or otherwise acquires title to a unit after the effective date of this rule, shall be entitled to rent his or her unit if there are twenty (20%) percent or more units in the Condominium subject to a current and approved lease. Notwithstanding the foregoing, this restriction on renting shall not apply to the Association where the Association takes title to a unit as the result of foreclosure, deed in lieu of foreclosure, or otherwise.

28. There shall be no subleasing of a unit, and no portion of a unit (other than the entire unit) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a unit on any such website or through any such company, agency or organization.

29. Surveillance cameras may be installed by a unit owner, but only within the interior of the owner's unit. Cameras may not be attached to any exterior portion of a unit or to the common elements. Further, no person shall stalk, film, photograph or use drones to impose upon or intrude upon another's privacy.

30. Any construction or repairs performed within the interior of a unit, including, but not limited to, electrical or plumbing, must be done by a properly licensed and insured contractor. Construction hours shall be limited to weekdays from 7:00 a.m. until 6:00 p.m., and Saturdays from 8:00 a.m. until 4:00 p.m. There shall be no construction, renovation or repairs performed on Sundays or holidays, except in absolute emergency. Any and all materials relating to such construction, renovation or repairs, must be disposed of off the premises, and to the extent that the Association is required to remove any such items, such costs shall be charged to the owner. Any damage done to the common areas or any other portion of the Condominium property due to the construction or repair process will be charged to the owner.