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 0 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.