RETURN TO:
This instrument prepared by:
BRIAN D. DAN, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

JUL-12-1990 01:11pm 90-206442

ORB 6521 Pg 287

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS FOR
SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the By-Laws of Seville Area Condominium Association, Inc., as amended, were duly recorded in the Public Records of Palm Beach County, Florida at O.R. Book 2749, Page 303, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the SEVILLE AREA CONDOMINIUM ASSOCIATION, INC. is a Florida not-for-profit, created for the purpose of administrating the following Condominiums within Kings Point:

Condominium	Official Records Book	Commencing at Page
Seville A	2238	1585
Seville B	2244	1011
Seville C	2062	607
Seville D	2072	1045
Seville E	2084	1014
Seville F	2090	816
Seville G	2108	1574
Seville H	2113	440
Seville I	2119	2
Seville J	2093	683
Seville K	2121	533
Seville L	2125	813
Seville M	2125	697
Seville N	2133	35
Seville O	2101	1529

;and,

WHEREAS, the By-Laws of Seville Area Condominium Association, Inc. are attached as an exhibit to said Declarations and are duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2749, at Page 329; and,

WHEREAS, the By-Laws of Seville Area Condominium Association, Inc. were previously substantially amended, such amendments being recorded in the Public Records of Palm Beach County, Florida; in Official Record Book 4843, at Page 1770; and,

WHEREAS, the membership of the Seville Area Condominium Association, Inc. has agreed to amend the By-Laws of Seville Area Condominium Association, Inc., by written agreement pursuant to the provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the amendments to the By-Laws attached as an exhibit hereto are a true and correct copy of the amendments to the By-Laws of the Seville Area Condominium Association, Inc. as amended by the membership.

WITNESS my signature hereto this 21 day of June, 1990, at Delray Beach, Palm Beach County, Florida.

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

Witness

By: _____
President

Witness

Attest: _____
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared Alfred Block and Spiro T. Gerges, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Delray Beach, Palm Beach County, Florida this 21st day of May, 1990.

Patricia A. Walsh
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida
My Commission Expires Dec. 20, 1993
Bonded thru PICHARD Ins. Agency

AMENDMENT TO ARTICLE VII
OF THE BY-LAWS OF
SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "---")

Article VII. Additions or Alterations; Residential Use of Property.

There shall be no additions or alterations to the common elements or limited common elements of the Condominiums which this Association operates and maintains except as specifically provided for in said Condominiums' Declarations of Condominium. The Board of Directors shall have the right to make assessments for additions or alterations to the common elements or limited common elements of said Condominiums without the approval of the members of this Association, provided said assessments does not exceed the amount specified in the Declarations of Condominiums to which these By-laws are attached.

The property subject to these Covenants and Restrictions may be used for residential living purposes only, and for no other purpose. No business or commercial building may be erected on any portion of the properties nor may any business be conducted on any part thereof or within any unit located thereon. No building or other improvements shall be erected upon any portion of the properties no may any improvement(s), alteration(s), or structural modification(s) be made to any unit without the prior written approval of the Architectural Review Board as hereinafter provided in Article XVII of these By-laws.

AMENDMENT TO ARTICLE IX
OF THE BY-LAWS OF
SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "---")

Article IX. Acquisition or Transfer of Units

Section 1.

Voluntary Sale or Transfer. Upon receipt by Association of a Unit Owner's written notice of intention to sell or lease is described in Article XI of the Declarations of Condominium to which these By-laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the proposed terms upon adoption of resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease except upon the authorization and approval of the affirmative vote of voting members casting not less than seventy-five (75%) percent of the total votes of the members present in any regular or special meeting of the members wherein said matter is voted upon. Provisions of Article XI of the Declaration of Condominium to which these By-laws are attached are specifically incorporated herein as if fully set forth and shall supersede the provisions herein relative thereto.

There shall be deposited and delivered to the Association, simultaneous with the giving of notice of intention to sell or ef

lease, or transfer, by gift, devise or inheritance, an investigation fee not to exceed fifty ($50.00) dollars or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

Unit Owner(s) shall be required to own their unit for a minimum of one year and one day prior to the offering of said unit for lease or rental. In the event of a Unit Owner's demise, the heir(s) of the Unit Owner shall be specifically exempt from the time limitation as set forth hereinabove.

AMENDMENT TO ARTICLE IX
OF THE BY-LAWS OF SEVILLE AREA
CONDOMINIUM ASSOCIATION, INC.

(adding a new section numbered Section 2.)

Section 2. Rental or Lease. The rental or lease of any unit shall be pursuant to a written lease or rental agreement approved and/or promulgated by the Board of Directors. Only the entire unit may be rented, no rooms or portions thereof may be rented individually, and no transient tenants may be accommodated therein or in any portion of the unit. Occupancy shall be limited to one lessee and the members of his or her immediate family, his or her servants and guests; however, at all times at least one resident of a unit shall be fifty (55) years of age or older. All units shall be used as a single family private residential dwellings, and for no other purpose(s). In addition to the foregoing restriction, permanent occupancy of a leased or rented unit is to be limited to two (2) individuals in all one bedroom units, and three (3) individuals in all units containing two bedrooms. No unit may be rented or leased for less than six (6) consecutive months and one (1) day. Additionally, no unit may be rented or leased more than one (1) time within any one (1) year. For purposes of this section, the term "year" shall be defined so as to commence on November 1 of the year in question and end on October 31 of the following year. Furthermore, the issuance of lessee/guest passes for use of the recreational areas and facilities, pursuant to such rental or lease agreement, shall be limited to once per year, during which time a maximum of two passes for a one bedroom unit and three passes for a two bedroom unit shall be issued. No lessee, renter or tenant shall be permitted to occupy the leased or rented unit after the expiration of the term of the lease and/or rental agreement, unless a new lease and/or rental agreement is submitted to the Board of Directors at least fourteen (14) days prior to the date of the expiration of the existing lease and approved by the Board of Directors in writing. No lease shall be permitted to be renewed and/or extended without the prior written approval of the Association as provided herein.

AMENDMENT TO THE BY-LAWS
OF THE
SEVILLE AREA CONDOMINIUMS
ASSOCIATION, INC.

(adding a new article numbered Article XVII.)

Article XVII. Architectural Control

Section 1. Architectural Review and Approval. No landscaping, improvement or erection of a structure of any kind, including without limitation, improvements to common or limited common elements, or other improvement of any type whatsoever, shall be commenced, erected, placed or maintained upon any unit, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and locations of same shall have been submitted to, and approved in writing by, the

Board of Directors of the Association or such Architectural Review Board as provided herein. All plans and specifications shall be evaluated as to harmony and consistency of design and conformance with the Architectural Planning Criteria established by Association. Such criteria to be established by the Board of Directors in their sole and absolute discretion from time to time. It shall be the burden of each Unit Owner to supply completed plans and specifications to the Association or Architectural Review Board for review of same. Any change or modification to approved plans and/or specifications shall not be deemed approved unless submitted to, and approved in writing by the Board of Directors.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "A.R.B."), which shall consist of fifteen (15) members. The Board of Directors of each Seville Area Condominium, Sections A through O, shall appoint one (1) representative to the A.R.B for a term to be determined, from time to time, by the Board of Directors of Seville Area Condominium Association, Inc. All such appointed representatives to the A.R.B. shall be subject to removal without cause upon the vote on a majority of the members of the Board of Directors who appointed same. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting of the A.R.B., and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the A.R.B. Any vacancy occurring on the A.R.B. because of death, resignation, removal, or other termination of service as a member thereof, shall be filled as herein above provided for appointment of such representatives, with such replacement member of the A.R.B. to serve the remainder of the term of the replaced or removed member.

Section 3. Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall not be effective until adopted by a majority of the members of the Board of Directors of the Association in a meeting duly called and noticed, at which a quorum of Board Members of the Association are present. Notice of any modification or amendment to the Architectural Planning Criteria, including a copy of such change(s) or modification(s) shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any change(s) or modification(s) to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change(s) or modification(s), and shall serve only as notice of such proposed change(s) or modification(s). All such notices shall contain the full text of the Planning Criteria to be changed or modified, specifically indicating any additions thereto or deletions therefrom.

B. To require submission to the A.R.B. of two (2) complete sets of all plans, specifications and a complete color palette, to be submitted prior to the undertaking of any improvement, alteration, or structural modification of a unit or any appurtenance thereof.

C. To approve or disapprove any improvement(s), alteration(s), or structural modification(s), of any kind to a unit(s) or the appurtenances thereto. All decisions of the A.R.B. shall be submitted in writing to the Board of Directors of the Association. Any

party aggrieved by a decision by the A.R.B. shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a reconsideration thereof. The determination of the Board, upon reviewing any such decision shall in all events be final and binding on all parties.

D. To adopt a schedule of reasonable fees for the processing of requests for A.R.B. approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time plans and/or specifications are submitted to the A.R.B., and shall in no case exceed Fifty ($50.00) dollars. Failure to include such payment upon submission of plans and/or specifications shall constitute grounds for refusal of A.R.B. approval as to such proposed improvement(s), alteration(s), or structural improvement(s).

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT