This instrument was prepared by:
LEE H. BURG, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

SEP-10-1996 3:20pm 96-314963
ORB 9433 Pg 370

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

WE HEREBY CERTIFY THAT the attached amendment to the following Declarations of Condominium within Kings Point, and amendments to the By-Laws, an Exhibit to said Declarations of Condominium within Kings Point:

Condominium	O.R. Book	Page	Date Filed
Seville A Condominium	2238	1585	11-16-73
Seville B Condominium	2244	1011	12-03-73
Seville C Condominium	2062	607-722	10-03-72
Seville D Condominium	2072	1045	10-26-72
Seville E Condominium	2084	1014	11-24-72
Seville F Condominium	2090	816	12-07-72
Seville G Condominium	2106	1574	01-08-73
Seville H Condominium	2113	440	01-29-73
Seville I Condominium	2119	2	02-12-73
Seville J Condominium	2093	683	12-13-72
Seville K Condominium	2121	533	02-15-73
Seville L Condominium	2125	813	02-27-73
Seville M Condominium	2125	697	02-27-73
Seville N Condominium	2133	35	03-15-73
Seville O Condominium	2101	1529	01-03-73

all as recorded in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article VII of the Declarations of Condominium. and Article X of the By-Laws, at a meeting held August 2, 1996.

IN WITNESS WHEREOF, we have affixed our hands this 28TH day of August, 1996, at Boca Raton, Palm Beach County, Florida.

WITNESSES

Sign _____

Print Julia McKeeve

Sign _____

Print Karen Runge

SEVILLE AREA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Alfred Belok, Vice President

Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28TH day of AUGUST, 1996, by Alfred Belok, as Vice President of Seville Area Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known ✓ OR
Produced Identification ___

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign _____

print _____

My Commission expires:

NADINE M. CHESNIS
My Comm Exp. 8/13/99
Bonded By Service Ins
No. CC488174

203268_1

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SEVILLE "___" CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to the first paragraph of Article VII of the Declaration of Condominium entitled "Method of Amendment of Declaration" to read as follows:

This Declaration may be amended or revised at any regular or special meeting of the unit owners of this condominium Association, called and convened in accordance with the By-Laws, by the affirmative vote of the voting members casting not less than ~~three fourths (3/4ths)~~ two-thirds (2/3rds) of the total ~~vote of the~~ voting interests ~~members~~ of ~~the~~ this Association in person or by proxy.

. . .

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BY-LAWS
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A CONDOMINIUM AT:

KINGS POINT

BY-LAWS OF SEVILLE AREA CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the condominium created by the Declaration of Condominiums to which these By-Laws are applicable. SEVILLE AREA CONDOMINIUM ASSOCIATION, INC., is a Florida corporation not-for-profit, organized and existing under the laws of the State of Florida, for the purpose of administering the following condominiums within Kings Point:

Condominium	O.R. Book	Page	Date Filed
Seville A Condominium	2238	1585	11-16-73
Seville B Condominium	2244	1011	12-03-73
Seville C Condominium	2062	607-722	10-03-72
Seville D Condominium	2072	1045	10-26-72
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Seville M Condominium	2125	697	02-27-73
Seville N Condominium	2133	35	03-15-73
Seville O Condominium	2101	1529	01-03-73

Section 1. By-Laws Governing Condominium. The office of the Association shall be at the condominium property or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. "Condominium Association". As used herein, the word "Condominium Association" shall be equivalent of "Association" as defined in the Declaration of Condominium to which these By-Laws are applicable. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are applicable, as well as the Florida Condominium Act, as amended from time to time.

ARTICLE II. MEMBERSHIP- AND VOTING PROVISIONS

Section 1. Stock. This Corporation shall not issue stock of certificates.

Section 2. Membership. Membership in the Association shall be limited to owners of condominium units in the condominium wherein this Association has been designated as the Association to administer said condominium by virtue of the Declaration of said condominiums. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, and exercise any other rights permitted under these By-Laws or the Declaration of Condominiums, but, as hereinafter indicated, the vote of a unit shall be cast only by the "Voting Member". If the ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "Voting Member".

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors of the Association, for costs of administration, which amount may not exceed any maximum prescribed by law.

Section 3. Voting.

A. The owner(s) of each condominium unit shall be entitled to one (1) vote for each unit owned. If a condominium unit owner owns more than one (1) unit, he shall be entitled to one (1) vote for each such unit owned. The vote of a condominium unit shall not be divisible.

B. The votes of a majority of members present and voting, in person or by proxy, at a meeting at which a quorum is present shall decide all issues voted upon unless provided otherwise in these By-Laws or the respective Declarations of Condominium, or the Condominium Act, as amended from time to time. The term "majority shall mean fifty percent (50%) plus one (1) vote of the total votes cast.

Section 4. Quorum.

Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 5. Proxies.

Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote as provided below. All proxies shall be filed with the Secretary of the Association not less than three (3) days prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated therein and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Where a unit owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated. Every proxy is revocable at any time at the pleasure of the unit owner executing it. If a proxy is not properly executed it will not be included in determining the count of the total votes. Limited proxies shall be used for votes regarding reserves; waiver of financial reporting requirements; amendments to the Condominium documents; and for any other matter required by the Condominium Act. An executed telegraph, cablegram or facsimile transmitted by the proxy giver or a photostatic or equivalent reproduction constitutes a sufficient proxy.

Section 6. Designation of Voting Member.

If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than (1) person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificates who is entitled to cast the vote for a unit shall be known as the "Voting Member". If such certificate is not on file

with the Secretary of the Association, for a unit owned by more than one person or by a corporation, the vote of the unit concerned shall not ~~be~~ considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, unless all record owners, or in case of a corporation the President attested to by the Secretary of the corporation, having signed a proxy or are present at the meeting and concur in one vote, or if said unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

A. They may, but they shall not be required to, designate a Voting Member.

B. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

C. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE III. MEETING OF THE MEMBERSHIP.

Section 1. Place. All meetings of the Association membership shall be held at the condominium property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary of the Association to mail or deliver a notice of each ~~annual~~ meeting, stating the time and place thereof, to each unit owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof and be mailed or delivered by the Secretary of the Association to each unit owner of record at least fourteen (14), but not less than thirty (30) days prior to such meeting. All notices shall be mailed or delivered to the address of the unit owner as it appears on the books of the Association. The Secretary of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that the notice of annual, regular or special meeting was mailed or hand delivered as aforesaid. Notices shall also be posted at a conspicuous place in such condominium building at least fourteen (14) days prior to said meeting.

Section 3. Annual Meeting.

The annual meeting shall be held in December of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any Business authorized to be transacted by the members. The notice shall include the agenda of said meeting.

A. In November preceding the annual meeting, each of the respective condominiums operated by this Association shall cause to be called a meeting, subject to provisions of these By-Laws, at which meeting the unit owners (1 vote per unit) shall elect by a plurality of the votes cast, where a quorum is present (majority of total units in a condominium) three (3) directors to serve on the Board of the Association, plus one (1) Alternate Director, who shall attend all meetings of the Association and be empowered to vote only in the absence of one (1)

of the Directors of the respective condominium. It shall be the responsibility of the Election Committee to make arrangements and to conduct this election. Unit Owners desiring to be a candidate for Board membership of their condominium may also be nominated from the floor at the above meeting.

B. At the annual meeting in December, the Directors duly elected by their respective condominiums shall elect by a majority vote the officers of the Association.

Section 4. Special Meeting.

Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Condominium Act may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Voting members representing ten (10%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Waiver and Consent.

Whenever the vote of the members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if ~~not less than three fourths (3/4ths) of the~~ members having not less than the minimum number of voting interests necessary to authorize such action and who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action. Members may also consent in writing to action taken at a meeting and their vote shall be fully counted as though they had attended the meeting.

Section 6. Approval or Disapproval.

Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the Voting Members or a duly appointed proxy, provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a Voting Member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

~~Section 7. The Seller under the Long Term Lease.~~

~~As long as the Long Term Lease remains in effect, the Seller shall be entitled to notice of all Association meetings, shall be entitled to attend the Association's meetings, and may designate such person(s) as it desires to attend such meetings on its behalf.~~

ARTICLE IV. DIRECTORS.

Section 1. Number, Term and Qualifications.

The affairs of the Association shall be governed by a Board of Directors composed of ~~such number as shall constitute~~ three (3) directors from each of the condominiums operated by this Association, the total number of which shall not be less than fifteen (15). The members of the Board shall be members of the Association with the following exceptions. (1) The spouse of a member shall qualify to serve as a director even though said spouse is not a record title owner; and (2) permanent residents of the condominium who are the parents of the record title owner(s) may qualify to serve as a director in lieu of the record owners. ~~All~~

All directors must be permanent residents of the condominium they represent, reside in their unit not less than six (6) months ~~with~~in each calendar year.

The term of each director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided herein below.

Section 2. Removal of Directors.

At any duly convened regular or special meeting, any one or more of the directors may be removed with or without cause, by the affirmative vote of the majority of all of the Voting Members; of the condominium for which said director serves, or by agreement in writing by a majority of the members of said condominium. If the recall is approved by a majority of all voting interests by a meeting, the recall will be effective immediately, and the recalled member or members of the Board of Administration shall turn over to the Board any and all records of the Association in their possession within ~~72 hours~~ five (5) full business days after the meeting. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail. The President shall then call a meeting of the Board within ~~72 hours~~ five (5) full business days after receipt of the agreement in writing. The Board shall then either certify the written agreement to recall the director(s) in which case such director(s) shall be recalled effective immediately and shall turn over to the board within ~~72 hours~~ five (5) full business days any and all records of the Association in their possession, or the Board shall, within ~~72 hours~~ five (5) full business days, file with the Division of Florida Land Sales and Condominium and Mobile Homes a petition for binding arbitration pursuant to the procedures in the Condominium Act. For the purposes of arbitration hereunder, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon service of the final order of arbitration upon the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within ~~72 hours~~ five (5) full business days of the effective date of the recall. At any meeting at which such a director is removed, a successor may then and there be elected to fill the vacancy thus created. If the removal was by written agreement, the Election Committee shall call a special meeting of the members of the condominium affected for the purpose of electing a successor to the removed director. Should the condominium fail or refuse to elect a successor, the Board of Directors of the Association may fill the vacancy by appointing a director who qualifies from the condominium where the director has been removed.

Section 3. Vacancies of Directors.

If the office of any director becomes vacant by reason of death, resignation, retirement, or disqualification by reason of nonresidency, termination of membership, or delinquency in payment of assessments as provided below then the ~~Election Committee~~ unit owners of the affected condominium shall call a special meeting for the purpose of electing a successor director. Should the condominium fail or refuse to elect a successor, the Board of Directors of the Association may fill the vacancy by appointing a director who qualifies from the condominium where the vacancy arose.

Section 4. Disqualification and Resignation of Directors.

Any director may resign at any time by sending or delivering a written notice of such resignation to the Secretary at the office

of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary of the Association. Transfer of title of his unit by a director shall automatically constitute a resignation unless he has acquired ownership of another unit within the same condominium. No member shall continue to act or serve on the Board should he be more than 30 days delinquent in the payment of an assessment and said delinquency shall constitute a resignation unless the time to cure same shall be extended by the Board, and the delinquency cured within the extended time.

Section 5. Regular Meetings.

The Board of Directors shall establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. ~~Notice of such regular meetings shall nevertheless be given to each director personally or by mail, telephone or telegraph at least three (3) days prior to the date for such meeting.~~ All meetings of the Board shall be open to all unit owners ~~without voice or vote~~. Notice ~~of~~ meetings of the Board which notice shall specifically include an agenda shall be posted conspicuously, at least forth-eight (48) hours in advance, for the attention of all unit owners, except in an emergency.

A. Notice to Owners of Board Meetings. Meetings at which a regular monthly or quarterly assessment are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which rules, or amendments thereof, regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

B. Owner Participation in Board and Committee Meetings. Meetings of the Board of Directors and Committees thereof at which a majority of the members of that Committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided, however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. The term "Committee" as used in this Section 3.8 shall refer to committees appointed to (1) make recommendations to the Board regarding the Association's budget or (2) take action on behalf of the Board.

Section 6. Special Meetings.

Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 7. Directors' Waiver of Notice.

~~Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.~~

A Board of Directors' meeting shall be held on the first Friday of each month, unless suspended by the Board. Therefore, no notice of regular meetings of Directors shall be given to each Director.

Section 8. Quorum.

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the consent of such director to the action taken at such meeting.

~~Section 9. The Lessor under the Long Term Lease, as long as the Long Term Lease remains in effect, shall be entitled to notice of all Directors' meetings, shall be entitled to attend the directors' meetings and may designate such person(s) as it desires to attend such meetings on its behalf.~~

Section 9.

A Director of the Association who is present at a meeting of its Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of any asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each member present shall be recorded in the minutes.

Section 10. Powers and Duties.

The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, or these By-Laws, directed to be exercised and done by unit owners. These Powers shall specifically include, but shall not be limited to the following:

A. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Rules and Regulations of the Association, and in the Condominium Act, and all powers incident thereto.

B. To prepare a budget for each of the Condominiums under the operation of the Association and to make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Agreement for Deed attached to the Declaration of Condominium to which these By-Laws are attached.

C. To improve the condominium property, real and personal, ~~, and the right to purchase items of realty and items of furniture.~~

D. To maintain in Palm Beach County, Florida, accounting records for each condominium managed by the Association, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times at no charge and written summaries of them shall be supplied at least annually to unit owners or their authorized

representatives. The records shall include, but are not limited to: (1) a record of all receipts and expenditures; and (2) an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. These records shall include all contracts.

E. To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominiums, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

F. To adopt or amend previously adopted administrative or other rules and regulations governing the operation, use, maintenance, management and control of the common elements of the condominiums and any facilities or services made available to the unit owners, except as provided otherwise by the Agreement for Deed. The Board of Directors shall from time to time post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the Board of Directors. The Board of Directors shall prepare and distribute a letter or report monthly to every owner, containing minutes of Board meeting, rules and regulations adopted, Committee Reports, Officers reports, and any important news or announcements. Notices of meeting and financial reports may also be included, subject, however, to the Agreement for Deed.

G. To contract for the management of the condominiums and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declarations of Condominiums to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation thereof, and to lease or concession such portions. The foregoing powers have been delegated, where applicable, under the provisions of the Declarations of Condominiums. The foregoing does not apply to the demised premises under the Long-Term Lease as said demised premises shall remain in the complete care and control and under the supervision of the lessor and its designees, subject, however, to the Agreement for Deed to enter into agreements to provide recreation area(s) and facilities for the use and enjoyment of the members of the Association.

H. Designate one or more committees which, to the extent provided in the resolution designating said committee, shall manage the affairs and business of the Association, subject to approval of the Board of Directors. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its agent, contractor or employees, subject only to approval by the unit owners when such is specifically required. All committee meetings shall be open to any member of the Board of Directors, who shall have the right to be present as an observer.

I. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS (sales, conveyances and leases of units) in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.

J. TO ENFORCE by legal means including fines the provisions of applicable laws and the condominium documents, and to

interpret said condominium documents, as the final arbiter of their meaning.

K. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

L. CONTRACTS FOR PRODUCTS AND SERVICES - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, the Association shall obtain competitive bids unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. The Association may opt-out of these competitive bidding requirements on a calendar year basis, by a vote of two-thirds (2/3) of the entire voting interests, at a duly noticed meeting of the Association.

M. MAINTENANCE AND MANAGEMENT CONTRACTS - No written contract between a party contracting to provide maintenance or management services to the Association which contract provides for operation, maintenance or management of the Association or any property serving the unit owners shall be valid or enforceable unless the contract:

(a) Specifies the services, obligations and responsibilities of the party contracting to provide maintenance or management services to the unit owners.

(b) Specifies those costs incurred in the performance of those services, obligations, or responsibilities which are to be reimbursed by the Association to the party contracting to provide maintenance or management services.

(c) Provides an indication of how often each service, obligation, or responsibility is to be performed, whether stated for each service, obligation, or responsibility or in categories thereof.

(d) Specifies a minimum number of personnel to be employed by the party contracting to provide maintenance or management services for the purpose of providing service to the Association.

In any case in which the party contracting to provide maintenance or management services fails to provide such services in accordance with the contract, the Association is authorized to procure such services from some other party and shall be entitled to collect any fees or charges paid for service performed by another party from the party contracting to provide maintenance or management services. Any services or obligations not stated on the face of the contract shall be unenforceable. Unless otherwise provided by law, the above provisions do not apply to contracts for services or property made available for the convenience of the unit owners by lessees or licensees of the Association, such as coin operated laundry, food, soft drink, or telephone vendors; cable television operators, retail store operators, businesses, restaurants, or similar vendors.

N. HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. All unit owners must install hurricane shutters which conform to the Board's specifications at their expense and maintain such shutters. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. If an owner fails to install or maintain the shutters, the Board may do so and charge the cost against the owner and his Dwelling Unit which shall be a lien upon the Unit and collectible in the same manner as any other assessment levied by the Association pursuant to the provisions of the Declaration and these By-Laws. As provided in the Declaration, the Board may determine, from time to time, to maintain, repair and replace the shutters as a common expense.

ARTICLE V. OFFICERS.

Section 1. Elective Officers.

The principal officers of the Association shall be a President, a Vice-President, a 2nd Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election.

The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the Annual Meeting of the Association in accordance with the provisions of Article III, Section 3(B) above.

Section 3. Appointive Officers.

The Board may appoint assistant Secretary and assistant Treasurers, and such other officers as the Board of Directors deem necessary.

Section 4. Term.

The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors provided, however ,that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

The President shall be the chief executive officer of the Association; he shall preside at all meetings of the ~~unit owners~~ Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

He shall appoint committees and/or committee chairpersons who may select committee members with the approval of the Board to make recommendations to the Board regarding the Association's budget or any other action taken on behalf of the Board of Directors.

Section 6. The Vice-President.

The Vice-President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

The Second Vice-President shall perform all of the duties of the President in the absence of the President and Vice-President, and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary.

The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of same; and shall have charge of all of the Association's books, records and papers, except those kept by the treasurer. The assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

All meetings shall be typed and kept for a period of seven (7) years after the date of the meeting by the Secretary.

Section 8. The Treasurer.

A. He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

B. He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

C. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

D. He shall give status reports to potential transferees on which reports the transferee may reply.

E. The assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

F. The duties of the Treasurer may be fulfilled by the Management firm or other agents employed by the Association subject to the discretion of the area Board.

Section 9. Officers Compensation.

Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association. The Board may also contract with a Director or officer or with any corporation in which a Director or Officer of the Association may be a stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such Officer or Director.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association as provided in Article V herein. The foregoing is further subject to the applicable provisions of the Agreement for Deed and the Declaration of Condominium.

Section 2. Fidelity Bonds. The Treasurer, all officers who are authorized to sign checks, employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors, ~~provided,~~ however, that such bond shall not be less than the principal sum of ~~$10,000.~~ $50,000. for each such officer, employee or contractor. The premiums of such bonds shall be paid by the Association. The bond shall also be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or bank account or other depository account.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments and the Budget.

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of each of the respective condominiums operated by the Association. Common expense shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses related thereto, including fire insurance and extended coverage, expenses under the Agreement for Deed, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached, or the Agreement for Deed attached to said Declaration of Condominium. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the condominiums.

Funds for the payment of common expenses shall be assessed against the unit owners in the condominium where the expense is to be incurred, in the proportions or percentages of sharing common expenses as provided in the Declaration of Condominium and exhibits attached thereto. Said assessments shall be payable monthly in advance and shall be due on the first day of each month in advance unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors. The portion of common expenses; if any, of the condominiums due under the Agreement for Deed shall be determined and levied as provided therein.

B. When the Board of Directors has determined the amount of any assessment as provided in Article VI, Section 4(A) above, the Treasurer of the Association shall post, mail or present to each unit owner a statement of said unit owner's assessment.

All assessments shall be payable to the Treasurer of the Association, or its agent, subject, however, to the Agreement for Deed.

C. ~~The provisions of the Agreement for Deed, and the applicable portions of the Long Term Lease as contained therein attached to the Declarations of Condominium to which these By-Laws are attached and the provisions in the Declarations of Condominium as to the Developer's right to fix and determine certain assessments shall supersede the provisions relative thereto in this Section and all other Sections in Article VI of these By-Laws.~~ The Board of Directors retains the authority to make assessments as to the following:

(i) Special assessments for additional recreational facilities or improvements thereto, and recreation or social activities.

(ii) Acquisition of units as provided in Article IX of these By-Laws.

Section 5. Application of Payments and Co-Mingling of Funds.

All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All general and special assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, and sums due under the Agreement for Deed and the Declaration of Condominium, in such manner and amounts as the Board of Directors determine in its sole discretion. The funds collected pursuant to a special assessment shall be used only for the purpose set forth in the notice thereof or shall be returned to the unit owners. However, upon completion of such specific purposes, any excess funds will be considered common surplus.

A. Co-Mingling of Funds Prohibited. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

Section 6. Acceleration of Assessment installments upon Default.

If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the monthly installments for twelve (12) months upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

SCHEDULE OF NOTICE TO ALL DELINQUENT UNIT OWNERS.

One of four (4) different delinquent letters issued, based on age:

15 Days - Simple Reminder.
30 Days - More firm, states that the unit owner has been assessed a late charge and to remit in full.
45 Days - Final Notice, if not paid within 10 days, the account will be forwarded to Attorney.
60 Days - Certified Mail, notifying owner that Lien has been filed.
90 Days - Failure to Pay by this date shall require the Association to approve sending the account to

our Attorney for collection and/or possible foreclosure. From this time on ALL activity (letters and acceptance of payments) shall be done only through the Attorney.

Section 7. Collection - Interest; Administrative Late Fee; Application of Payments.

Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law.

Section ~~7.~~ 8. During the term of any management agreement, the management firm shall render to the Association an unaudited statement, for each calendar year no later than April 1st of the next year thereafter. Any management firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying same. During the term of any management agreement, the Association may conduct an external audit by an independent auditor. A report of the accounts of the Association shall be made annually. Said report shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The provisions of the Agreement for Deed and exhibits thereto shall supersede the foregoing. The Association's financial records, will reflect the income from its members of the sums due from each member under the Agreement for Deed and disbursement of the sums in toto to the Seller under the Agreement for Deed. The foregoing sentences is predicated upon the sums due under the Agreement for Deed from each member of the Association being paid to the Association, however, as provided in the Agreement for Deed, the Seller has the paramount right to require members of the Association to make payments due under the Agreement for Deed directly to said Seller or its designee.

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 nor 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.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than non-payment of an assessment) by a unit owner of any of the provisions of the Declaration of Condominium, of these By-Laws, of duly promulgated Board of Director rules and regulations or of the applicable portions of the Condominium Act, the Association may notify the unit owner by written notice of said breach, transmitted by mail or delivered in person, and if such violation shall continue, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

A. An action at law to recover for its damages of behalf of the Association or on behalf of the other unit owners;

B. An action in equity to enforce performance on the part of the unit owner; or

C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any such unit owner shall reimburse the Association its reasonable attorneys' fees incurred by it in bringing any such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring as action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

In addition to all other remedies specified in the Declaration, these By-Laws, or secured by law, in the sole discretion of a Central Grievance Committee consisting of three (3) impartial members of Seville Area Condominium Association, Inc. who are appointed by the Board of Directors of Seville Area Condominium Association, Inc. at large, a fine or fines may be imposed upon a unit owner or lessee or other occupant of a unit for failure of a unit owner, lessee, occupant, his family, guests, invitees, tenants, or employees to comply with the covenant, restriction, rule or regulation contained in the Declaration of Condominium, By-Laws or promulgated pursuant thereto provided the following procedures are adhered to:

1. Notices. The Central Grievance Committee shall notify the unit owner, lessee or occupant of the unit in writing of the alleged violation, mailed to the address of said person as same appears on the books of the Association at least fourteen (14) days prior to the Hearing as hereinafter provided. Said notice shall include a statement of the provisions of the Declaration, By-Laws or rules and regulations which have which have allegedly been violated and the date and time of the Central Grievance Committee's meeting at which time the Unit Owner, lessee or occupant of the unit shall be afforded the opportunity to present reasons why a fine or fines should not be imposed.

2. Hearing. The matter of noncompliance shall be presented to the Central Grievance Committee at such meeting and the latter shall heat reasons why penalties should not be imposed. A written decision of the Central Grievance Committee shall be furnished to the unit owner, lessee, occupant of the unit or other

person no later than Twenty-one (21) days after the conclusion of the said meeting of the Grievance Committee.

3. Appeal. Any Unit Owner, lessee, occupant of the unit or other person aggrieved by the decision of the Central Grievance Committee as to non-compliance may file a written request with the Board of Directors of Seville Area condominium Association, Inc. for an appeal of such decision. Such written request must be filed within seven (7) days after the Central Grievance Committee's decision has been furnished to the unit owner, lessee, occupant of the unit or other person charged with any matter of non-compliance. An Appeals Committee shall then be appointed by the Board of Directors of Seville Area Condominium Association, Inc. within seven (7) days after the filing of such request for appeal which committee shall consist of three (3) disinterested directors of the Seville Area Condominium Association, Inc. The said Appeals Committee will meet and consider all written and documentary material submitted by either the Central Grievance Committee or the violator, provided, however, that the Appeals Committee shall not accept or consider any materials not previously submitted to the Central Grievance Committee. Thereafter ,the Appeals Committee shall rule a written determination of the non-compliance matter and serve copies on both the Central Grievance Committee and the unit owner, lessee, occupant of the unit or other person. In no case shall the Appeals Committee's findings be exclusive of any other right either party may have, provided, however, the Central Grievance Committee may elect to review its decision in the light of the findings of the Appeals Committee.

4. Penalties. the Central Grievance Committee may impose special assessments against the unit owned or occupied by the unit owner, lessee, occupant of the unit, or other person, or fine the violator as follows:

(a) Amount: A fine not in excess of ~~Fifty ($50.00)~~ One Hundred ($100.00) Dollars or such other higher amount as are allowed under the Condominium Act. A fine may be imposed for each continuing violation with a single notice and opportunity for hearing provided that no fine shall in the aggregate exceed One Thousand ($1,000.) Dollars or such maximum amount as is permitted by law.

(b) Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.

(c) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(d) Application of Fines: All monies received from fines shall be allocated for the benefit of the condominium which the unit fined is a part thereof, as determined by the Board of Directors.

(e) Non-exclusive Remedy: The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

Section 2. Negligence or Carelessness of Unit Owner, Etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement of the common elements, limited common elements, condominium property, and the recreation areas and facilities under the Agreement for Deed, both real and personal rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, invitees, agents or lessees. Such liability shall include any increase in insurance rates occasioned thereby. Nothing herein

contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

Section 3. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by any of the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 4. Election of Remedies. All rights, remedies and privileges granted to the Association, unit owner, or any other party pursuant to any terms, provisions, covenants or conditions of any of the condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by any of condominium documents, or at law or in equity.

Section 5. Agreement for Deed. Under the provisions of Section 2 above as to recreation area(s) and facilities under the Agreement for Deed, the Seller shall also have the right to bring such actions and the right to obtain such relief, including damages, attorneys' fees and costs, as the Association may bring and obtain under the provisions of this Article VIII. Seller may file such action in its own name.

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 ~~of~~ lease, or transfer by gift, devise or inheritance, an investigation fee not to exceed ~~fifty ($50.00)~~ one-hundred ($100.00) dollars or such fee as may be provided by the Florida Condominium Act, as amended from time to time.

The notice of intent to sell, lease or transfer shall be in recordable form, signed by an executive officer of the Association and a Director of the applicable condominium. No conveyance of title or interest shall be deemed valid without the consent of the Board of Directors. ~~All year to year lease renewals shall be~~

~~subject to a $100. fee 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.

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 five (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 of 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.

Section 3. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a condominium parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include foreclosure of any lien, excluding the Association's lien for assessments. The powers of the Board of Directors to acquire an Association condominium parcel at any foreclosure sale shall never be interpreted to require or obligate the Board of Directors or Association to so acquire a condominium parcel at any foreclosure sale. The foregoing provisions hereof are permissive in nature and for the purpose of setting forth the powers of the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of an Association unit, due to the foreclosure of the Association's lien for assessments under the provision of Article X of the Declaration of Condominium to which these By-Laws are attached, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X. AMENDMENTS TO THE BY-LAWS.

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners provided:

A. Notice of the meeting shall contain a statement of the proposed amendment.

B. If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

C. If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the members of the Association; and,

D. Said amendment shall be recorded and certified as required by the Condominium Act.

E. Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI. NOTICE.

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as set forth in the Declaration of Condominium to which these By-Laws and other exhibits are attached.

ARTICLE XII. INDEMNIFICATION.

The Association shall indemnify every Director, and every officer, Representative, and Alternate Representative to the Board of Seville Area Condominium Association, Inc., his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Such indemnification shall be covered by an insurance policy, which shall be considered a common expense of the Association.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP.

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV. PARLIAMENTARY RULES.

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

ARTICLE XV. LIENS.

Section 1. Protection of Property. All liens against a condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date that the lien attaches. All taxes and special assessments upon a condominium unit shall be paid before

becoming delinquent, as provided in any of these condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to their unit or any part of the property, and such notice shall be given within five (5) days after the unit owner obtains knowledge of any suit or proceeding.

Section 4. Failure to Comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

If a register is maintained, the party maintaining same may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVI. RULES AND REGULATIONS.

Section 1. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominiums and any facilities or services made available to the unit owners. A copy of the rules and regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place and/or copies of same shall be furnished to each unit owner. The foregoing is subject to the paramount provisions, where applicable, of Article XIX(V), W(A), W(B) and X of the Declarations of Condominium to which these By-Laws are attached, and the Agreement for Deed as to the Seller's rights therein.

Section 2. As to Condominium Units. The Board of Directors, may, from time to time, adopt or amend rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations shall be posted in a conspicuous place and/or copies of same shall be furnished to each unit owner.

Section 3. Demised Premises Under the Agreement for Deed. The use of the demised premises under the Agreement for Deed shall at all times be subject to the provisions of said Agreement for Deed and such rules and regulations as the Seller or its designees may establish it its discretion from time to time. Said demised premises shall only be used by the unit owners and those persons permitted by the Seller, subject to the rules and regulations appertaining thereto and the provisions of the Agreement for Deed. All children who are under such age as the Seller determines must be accompanied by a responsible adult to the demised premises, or certain portions thereof, as determined by the Seller. Any damage to equipment or the premises caused by a unit owner, his family, servants, guests or invitees shall be paid for by the unit owner responsible therefor and the cost thereof shall be a charge and a lien upon the unit owner's parcel as a special assessment and the sum therefor shall be determined solely by the Seller and it shall be billed to the unit owner as the Seller directs. The foregoing also includes any special assessments incurred by a unit owner for use of the demised premises as more specifically provided in the Agreement for Deed and exhibits thereto.

Section 4. Conflict. In the event of any conflict between the rules and regulations adopted or from time to time as amended, and the condominium documents or the Condominium Act, the latter two shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declarations of Condominium, the provisions of said Declarations of Condominium shall prevail.

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 Directors of each Seville 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 A.R.B. Board. All such appointed representatives to the A.R.B. shall be subject to removal without cause upon the vote of a majority of the members of the A.R.B. Board. 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 a 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 modifications) 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 modifications) to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change(s) or modifications), and shall serve only as notice of such proposed change(s) or modifications). 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), alterations), or structural modifications), 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), alterations), or structural improvement(s).

ARTICLE XVIII.

The Seville Area Condominium Association, Inc. has in the past been a member of the Kings Point Community Association, Inc., but upon the passage of prior Amendment ~~shall~~ no longer ~~be~~ is a member. The prior delegation of all Seville Area Condominium authority and functions to the Kings Point Community Association is hereby revoked. Should Seville Area Condominium Association, Inc. ever desire to join any type of Community Association in the future, then such union may only be accomplished by vote of two-thirds (2/3) or more of the membership of the Association.

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ARTICLE ~~XVIII~~ XIX ~~INITIAL~~ EFFECTIVE 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 ~~MANAGEMENT FIRM, AS LONG AS THE MANAGEMENT AGREEMENT REMAINS IN EFFECT, AND THEREAFTER, 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, ELEVATORS, VESTIBULES, STAIRWAYS, 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. CHILDREN SHALL NOT PLAY OR LOITER UPON THE COMMON ELEMENTS EXCEPT IN SUCH AREA AND UNDER THE RULES AND REGULATIONS AS DETERMINED BY ~~THE MANAGEMENT FIRM AND, THEREAFTER,~~ THE ASSOCIATION.

2. THE PERSONAL PROPERTY OF ALL UNIT OWNERS SHALL BE STORED WITHIN THEIR CONDOMINIUM UNITS OR IN ASSIGNED STORAGE SPACE.

3. NO GARBAGE CANS, SUPPLIES, MILK BOTTLES, OR OTHER ARTICLES SHALL BE PLACED ON THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS OF THE CONDOMINIUM EXCEPT AS AUTHORIZED BY THE ~~MANAGEMENT FIRM AND, THEREAFTER,~~ 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. ~~IF APPLICABLE, FIRE EXISTS SHALL NOT BE OBSTRUCTED IN ANY MANNER, AND~~ 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. WHERE APPLICABLE, NO UNIT OWNER SHALL ALLOW ANYTHING WHATSOEVER TO FALL FROM THE WINDOWS, PORCHES, PATIOS, ENTRY WAYS OR DOORS, NOR SHALL HE SWEEP OR THROW ANY DIRT OR OTHER SUBSTANCE FROM HIS UNIT OR LIMITED COMMON ELEMENTS ONTO THE COMMON ELEMENTS OR ANY PORTION OF THE CONDOMINIUM PROPERTY.

5. NO UNIT OWNER SHALL STORE OR LEAVE BOATS OR TRAILERS ON THE CONDOMINIUM PROPERTY. REFUSE AND BAGGED GARBAGE SHALL BE DEPOSITED ONLY IN THE AREA PROVIDED THEREFOR.

6. 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 IN ANY MANNER ATTEMPT TO ASSERT ANY CONTROL OVER THE EMPLOYEES OF THE MANAGEMENT FIRM OR THE ASSOCIATION.

7. SERVANTS AND DOMESTIC HELP OF THE UNIT OWNERS MAY NOT GATHER OR LOUNGE IN THE PUBLIC AREAS.

8. THE PARKING FACILITIES SHALL BE USED IN ACCORDANCE WITH THE REGULATIONS ADOPTED BY ~~THE MANAGEMENT FIRM, AS PREVIOUSLY PROVIDED, AND THEREAFTER, 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 ~~VEHI~~CLES SHALL BE MADE ON THE CONDOMINIUM PREMISES.

9. NO UNIT OWNER SHALL MAKE OR PERMIT ANY DISTURBING NOISES BY HIMSELF, HIS FAMILY, SERVANTS, EMPLOYEES, AGENTS, VISITORS, AND LICENSEES, NOR DO OR PERMIT ANYTHING BY SUCH PERSONS THAT WILL INTERFERE WITH THE RIGHTS, COMFORTS OR CONVENIENCE OF THE UNIT OWNERS. NO UNIT OWNER SHALL PLAY UPON OR SUFFER TO BE PLAYED UPON ANY MUSICAL INSTRUMENT, OR OPERATE OR SUFFER TO BE OPERATED, A PHONOGRAPH, TELEVISION, RADIO OR SOUND AMPLIFIER, IN SUCH MANNER AS TO DISTURB OR ANNOY OTHER OCCUPANTS OF THE CONDOMINIUM. ALL PARTY(S) SHALL LOWER THE VOLUME AS TO THE FOREGOING AS OF 11:00 P.M. OF EACH DAY. NO UNIT OWNER SHALL CONDUCT OR PERMIT TO BE CONDUCTED, VOCAL OR INSTRUMENTAL INSTRUCTION AT ANY TIME.

10. ANY ANTENNA OR AERIAL ERECTED OR INSTALLED ON THE EXTERIOR WALLS OF A UNIT OR ON THE LIMITED COMMON ELEMENTS OR COMMON ELEMENTS OF THE CONDOMINIUM, WHICH INCLUDES THE ROOF, WITHOUT THE CONSENT OF ~~THE MANAGEMENT FIRM, AND THEREAFTER,~~ 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.

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 MANAGEMENT FIRM, AND THEREAFTER,~~ THE ASSOCIATION. THE FOREGOING INCLUDES SIGNS WITHIN A UNIT WHICH ARE VISIBLE FROM OUTSIDE THE UNIT.

12. NO AWNING, CANOPY, SHUTTER, OR OTHER PROJECTION, 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 MANAGEMENT FIRM, AS LONG AS THE MANAGEMENT AGREEMENT REMAINS IN EFFECT, AND THEREAFTER, OF~~ THE BOARD OF DIRECTORS OF THE ASSOCIATION. PATIOS OR PORCHES MAY NOT BE ENCLOSED, WHICH INCLUDES THE SCREENING OF SAME, NOR MAY ANYTHING BE AFFIXED TO THE WALLS WITHIN SUCH PATIOS OR PORCHES OR ENTRY WAYS EXCEPT WITH THE PRIOR WRITTEN CONSENT OF ~~THE MANAGEMENT FIRM, AND THEREAFTER,~~ THE ASSOCIATION, AND SAID CONSENT MAY BE GIVEN AS TO CERTAIN UNITS AND NOT GIVEN AS TO OTHERS. ENTRY WAYS MAY NOT BE ENCLOSED IN ANY MANNER WHATSOEVER.

13. ~~THE TYPE, COLOR AND DESIGN OF CHAIRS AND OTHER ITEMS OF FURNITURE AND FURNISHINGS THAT MAY BE PLACED AND USED ON ANY ENTRY WAY, PATIO OR PORCH MAY BE DETERMINED BY THE MANAGEMENT FIRM AND, THEREAFTER, BY THE BOARD OF DIRECTORS, AND~~ 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 ~~SAID MANAGEMENT FIRM AND THEREAFTER,~~ THE ASSOCIATION.

14. NO COOKING SHALL BE PERMITTED ON ANY PORCH, PATIO OR ENTRY WAY NOR ON THE LIMITED COMMON ELEMENTS NOR ON THE CONDOMINIUM PROPERTY, EXCEPT IN SUCH AREA, IF ANY, DESIGNATED BY ~~THE MANAGEMENT FIRM AND, THEREAFTER BY~~ THE BOARD OF DIRECTORS OF THE ASSOCIATION.

~~15. COMPLAINTS REGARDING THE SERVICE OF THE CONDOMINIUM SHALL BE MADE IN WRITING TO THE MANAGEMENT FIRM, AS LONG AS THE MANAGEMENT AGREEMENT REMAINS IN EFFECT, AND THEREAFTER, TO THE BOARD OF DIRECTORS.~~

16~~5~~. 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 NORMAL HOUSEHOLD USE.

~~17. PAYMENTS OF MONTHLY ASSESSMENTS SHALL BE MADE AT THE OFFICE OF THE MANAGEMENT FIRM, AS DESIGNATED IN THE MANAGEMENT AGREEMENT. PAYMENTS MADE IN THE FORM OF CHECKS SHALL BE MADE TO THE ORDER OF SUCH PARTY AS THE MANAGEMENT FIRM SHALL DESIGNATE.~~

~~PAYMENTS OF REGULAR ASSESSMENTS ARE DUE ON THE 1ST DAY OF EACH MONTH AND IF SUCH PAYMENTS ARE TEN (10) OR MORE DAYS LATE, ARE SUBJECT TO CHARGES, AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.~~

1~~8~~6. EACH UNIT OWNER WHO PLANS TO BE ABSENT FROM HIS UNIT DURING THE HURRICANE SEASON, MUST PREPARE HIS UNIT PRIOR TO HIS DEPARTURE.

1~~9~~7. FOOD AND BEVERAGE MAY NOT BE CONSUMED OUTSIDE OF A UNIT, EXCEPT FOR SUCH AREAS AS ARE DESIGNATED BY ~~THE MANAGEMENT FIRM AND~~ THE BOARD OF DIRECTORS OF THE ASSOCIATION.

18. NO ANIMALS OR PETS OF ANY KIND SHALL BE KEPT IN ANY UNIT OR ON ANY PROPERTY OF THE CONDOMINIUM.

~~20~~19. PROVISIONS IN THE NATURE OF RULES AND REGULATIONS ARE SPECIFIED IN ARTICLES XIII, XIV, XV AND XIX OF THE CONDOMINIUM'S DECLARATION OF CONDOMINIUM.

~~21~~0. ~~THE MANAGEMENT FIRM, AS LONG AS THE MANAGEMENT AGREEMENT REMAINS IN EFFECT, AND THEREAFTER,~~ 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 BE AS BINDING AS ALL OTHER RULES AND REGULATIONS PREVIOUSLY ADOPTED.

2~~2~~1. THE FOREGOING INITIAL RULES AND REGULATIONS ARE SUBJECT TO THE PARAMOUNT PROVISIONS, WHERE APPLICABLE, OF ARTICLE XIX. "V", "W(A)", "W(B)" AND "X" OF THE CONDOMINIUM'S DECLARATION OF CONDOMINIUM.

~~23. THE DEMISED PREMISES UNDER THE LONG TERM LEASE WHICH IS ATTACHED TO THE CONDOMINIUM'S DECLARATION OF CONDOMINIUM AS EXHIBIT NO. 3 SHALL BE USED PURSUANT TO THE PROVISIONS OF SAID LONG TERM LEASE, INCLUDING THE APPLICABLE PROVISIONS OF ARTICLE XIX. OF THE AFORESAID DECLARATION OF CONDOMINIUM AND SUBJECT TO THE RULES AND REGULATIONS AS THE LESSOR OR ITS DESIGNEES MAY ESTABLISH IN ITS SOLE DISCRETION FROM TIME TO TIME.~~

22. 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.

23. 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.

24. 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.

25. 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.