

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

The Rules and Regulations here-in-after enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of Seville Condominium #2, Inc. (the "Association") and shall apply to and be binding upon all Condominium owners.

The condominium unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that are faithfully observed by their dependents, lessees, temporary residents, guests, servants, and persons for whom they are responsible and persons over whom they exercise control and supervision.

Violations of these Rules and Regulations, as well as any complaints, criticisms of operation of the Association, or suggestions for service, care or maintenance of the condominium, should be reported in writing to the Board of Directors, and submitted by hand or mail delivery. A member of the Board of Directors will call violations to the attention of the violating owner and/or resident, or it's appointed agents.

Violations of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other condominium unit owners, pursuant to the terms of the Declaration of the Condominium, the Articles of Incorporation of the Association, the By-laws of Association and Florida law. The Association may remedy violations by injunction or other legal means, and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorneys' fees, against any person violating the Rules and Regulations of the Declaration of Condominium and any of the Exhibits attached thereto.

The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium unit owners. Any waiver, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

1. FACILITIES

The facilities of the condominium are for the exclusive use of the unit owners, their dependents, lessees, temporary residents and guests, accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or their guests shall be repaired at the expense of the condominium unit owner and/or resident causing such damage, or who was the host of guests causing such damage. All residents shall take due care in preserving the buildings and grounds and shall not wear any paths across condominium lawns or grassy areas. Nothing in this rule excuses failure to comply with any other provision of the Declaration of Condominium, Articles of Incorporation or By-laws of the Association.

2. NOISE AND GENERAL DISTURBANCE

No person shall make or allow others to make any disturbing noises, nor create or allow others to create any condition, which may constitute a nuisance or may interfere with the rights, comfort or convenience of others, specifically between the hours of 11.00pm and 8.00am. This includes but is not limited to musical instruments, TV's, radios, stereos, and other sound amplifying equipment.

3. DRESS CODE

Residents and guests shall at all time exercise discretion and good judgment in wearing covering attire and footwear in the condominium areas. A beach jacket or similar cover-up is required over swimwear when going to or from the recreation area.

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

4. VACATIONS

For their own protection and as a courtesy to the Association, residents who plan a vacation or extended absence from their units are requested to inform a member of the Board of their approximate departure and return dates.

5. VISITORS

Visitors are permitted only while residents are in occupation.

Residents are requested to provide the Board of Directors with details of all visitor(s) in advance of arrival; name(s), arrival and departure dates, plus vehicle information if applicable. The conduct and stay of all visitors is governed by and subject to the requirements of the Declaration of Condominium and Association By-laws. For the comfort and security of all residents, guest information may be posted on the notice board.

5a. Temporary Residents

The Association must approve visitors staying for over 30 days in any one year as temporary residents, no approval fee will be charged.

6. PETS

No pets shall be allowed on condominium property or kept within any condominium unit except animals specifically trained and approved to assist the disabled. Caged birds and indoor cats may be permitted in medical cases, on a case-by-case basis. Applications in writing must be approved by the Association and must be supported by physicians' recommendations.

7. WATER SHUT OFF

The Board of Directors advises (MANDATES) that water shut off valves should be closed if the unit is unoccupied for more than 24 hours. *This is not a mandatory rule but a suggestion for the protection and safety of resident and condominium property.*

8. SMOKE DETECTORS

By order of the Fire Marshall smoke detectors/alarms are required in all units. One detector in one bedroom units and two or more detectors in two bedroom units. *It is the resident's responsibility to replace batteries and ensure detectors are operating correctly at all times. It is suggested that batteries be changed every six months.*

9. FLOOR COVERING

Ceramic tiling or any other hard surface flooring must be installed over 1/8 inch cork padding or other approved sound absorbing material. Any such flooring installed must comply with these Rules and Regulations in all respects and may be inspected to verify compliance. *Should noise transmission create a disturbance or a nuisance after installation the responsibility remains that of the unit owner, and not the Association, to abate said noise transmission, including, but not limited to, the installation of further sound-absorbing materials, or the removal of said flooring, if the problem cannot be corrected after good faith attempts have been made to do so.*

10. PATIOS AND BALCONIES

These areas must not be used for storage of any sort, or for cleaning of domestic utensils, or hanging of garments, bedding or other household items and objects. Storage and/or parking of gasoline-powered vehicles is not permitted. The use of gas or charcoal grills is not permitted. Recognized outdoor furniture such as tables and chairs, and planters is permitted.

An adult should supervise children, and noise kept to an acceptable level. **REMEMBER, the safety and well being of children is the responsibility of parents or guardians and not the Association.**

10a Painting and floor covering

Residents must not paint balcony railings. Painting of all exterior surfaces is the responsibility of the Association.

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

Patio and balcony decks may be painted using approved concrete sealants, and patios re-paved to Association approved specification.

Carpeting of any sort, except doormats, is not allowed. *Carpeting can adversely affect the structural integrity of the concrete.* Patios and balconies are considered Limited Common Elements and their integrity is the responsibility of the Association.

10b Severe Storms

In the event or threat of a severe storm or if the unit is unoccupied for an extended period, all moveable furniture and/or other movable items shall be removed from balconies, patios and walkways.

11. HAZARDOUS MATERIALS

Fire Department ordinance and Condominium insurance restrictions apply to hazardous materials.

Inflammable, combustible or explosive liquid, chemical or other hazardous substances must not be kept in any unit or storage space in the building; except in small quantities intended for normal household use.

12. SHARED COMMON ELEMENTS

The common element facilities of the condominium, including the recreation area, are for the exclusive use of the unit owners, their dependents, lessees, temporary residents and guests.

12a. Destruction of Property

Unit owners, their dependents, lessees, temporary residents and guests shall not mark, mar, damage, destroy, deface or engrave any part of any building, recreation facilities or other common areas or equipment, and shall not wear any paths across condominium lawns or grassy areas.

12b. Responsibility for damage

Unit owners shall be responsible for any such damage caused by their dependants, lessees, temporary residents and guests to buildings, recreation facilities or other common areas or equipment.

Any damage shall be repaired at the expense of the condominium unit owner and/or resident causing such damage or who was the host of guests causing damage.

12c. Walkways, stairways and common areas

These areas must be kept free and clear of obstructions, which may present a hazard to pedestrians. Children are not permitted to play in these areas. Riding wheeled conveyances or toys is not permitted. *Wheelchairs or similar aids are permitted exceptions.*

Walkways, stairways and common areas must not be used for cooking of any sort, or storage of any sort, or for cleaning of domestic utensils, or hanging of garments, bedding or other household items and objects.

13. BUILDING EXTERIOR

The exterior of the condominium and all other areas may not be modified in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

13a. Additions alterations

Additions, changes or alterations to the exterior of any portion of the condominium structures, is strictly prohibited. Radio or TV antennae, or wiring for any purpose is not allowed without approval in writing from the Board of Directors.

13b. Unit entrance doors

Unit entrance doors must conform to building's color and appearance specification. Unit entrance doors are the responsibility of the Board and will be painted from time to time. Screened entrance doors, if fitted, must conform to building's specifications.

13c Obstacles and signs

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval.

FOR SALE, FOR RENT or signs of any nature may not be imprinted, painted, or affixed in, on, or about the building without the express written approval of the Board of Directors.

14. GARBAGE DISPOSAL

All parts and areas of Condominium #2 Inc. shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate or exist. Disposal of loose garbage is strictly prohibited. Rubbish, trash and garbage should be placed in tied waterproof bags and placed directly, or via the garbage chute, into the dumpster. Cardboard boxes must be flattened before being placed in the dumpster.

14a. Recycling

Newspapers, Clean Aluminum & Steel Cans, and Mixed Paper should be placed in their recycling bins located in the dumpster room. *Plastic or paper bags are not to be placed in the recycling bins.*

14b. Household items

Household items such as but not limited to furniture, carpets and appliances must not be placed in the dumpster or left in the dumpster room. *Residents must make their own arrangements for disposal of household items.*

14c. Hazardous material

Inflammable, combustible or explosive liquid, chemical or other hazardous substances must never be deposited in the dumpster. *Fire Department ordinance and Condominium insurance restrictions apply.*

14d. Christmas trees

Christmas trees should be left at a designated collection point for pick up by city authorities.

15. UTILITY ROOM

Unit owners, their dependents, lessees, temporary resident or guests are not permitted in the utility room to the rear of the dumpster room.

This room contains power and utility facilities that are vital to the building and may present a danger to personnel.

16. LAUNDRY ROOM

The laundry room is only for use by the residents of Seville 2 and their guests between the hours of 8am and 9pm. For the consideration of other users, please remove clothes promptly, and do not leave machines unattended for extended periods of time. Washing machines and dryer filters must be cleaned after each use. For safety and security, lights should be turned off and the door locked when the laundry room is not in use.

Do not tamper with the heating and air conditioning controls. Defective machines or lost money should be reported directly to Laundry Company. Phone and machine numbers are on the appliance.

Footwear must be worn at all times in the laundry room, due to the combination of water and high voltage electrical current. *Bare feet are prohibited by the City Health Department.*

Additional information and rules are posted in the laundry room.

17. ELEVATOR

Unit owners, their dependents, lessees, temporary residents, guests, their employees and/or agents are not permitted in the elevator shaft or elevator equipment room. Residents may use the elevator for the transport of freight or household furniture after installing protective padding, which is kept in the storage locker adjacent to the elevator on the first floor. If the elevator is needed for a prolonged period a Board member must be informed in sufficient time to advise other members.

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

18. VEHICLES AND TRAFFIC

Unit owners, their dependents, lessees, temporary residents and guests shall adhere to all Seville complex traffic safety regulations.

18a. Carports

Carport spaces are deeded property and as such carry ownership responsibility concerning potential liability. Unit owners and/or renters may be held liable for damage or injury caused by the unapproved use of their carport. Unit residents should only use their allocated, deeded carport. Carports must not be used for storage of any sort.

Vehicles, including motorcycles, bicycles or tricycles, should be parked in carports or in Guest 2 parking area. RVs and/or Boats and trailers are NOT allowed to be parked or stored on Seville 2 property. Maintenance or car washing is not permitted in carports. A designated car-wash area is at the north-west corner of the recreation area. *Unauthorized or incorrectly parked vehicles may be towed at owner's expense.*

18b. Guest and additional parking

Seville 2 guest parking is to the south side of Seville #2 adjacent to the next building. Guest and resident parking permits are available on request from Board members.

18c. Service personnel and vehicles displaying advertising

Service personnel or other workmen shall park in guest 2 parking when on the condominium premises.

19. GROUNDS AND PLANTS

Picking of fruit on trees located on Condominium # 2 property is restricted to residents only. No cutting of flowers or foliage will be permitted by anyone not authorized to do so, nor will trimming, planting or removal be permitted without express approval of the Board.

20. RECREATION AREA

Unit owners are responsible for ensuring that their dependents, lessees, temporary residents and guests are aware and comply with recreation rules and regulations. Specifically that no children under 16 must use any of the recreation facilities without being accompanied by an adult.

21. RIGHT OF ACCESS TO UNITS

As provided by the Declaration of Condominium, Florida Condominium Act, section 718, Florida Statutes, any officer of the Association or agent of the Board has an irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the common elements or to other units. All unit owners are required to provide such access. In the event access to a unit is necessary in an emergency, and the unit owner or resident is unavailable to, or will not, provide such access, the Board of Directors is authorized to take, or authorize the taking of, such measures as are necessary to gain entry to a unit. Any damage and resulting expenses to the unit and/or to the person entering the unit, resulting from said entrance, shall be the sole responsibility of the unit owner.

21a. Emergency access

For emergency use only, duplicate unit keys will be securely stored in a fireproof safe, accessible only to Resident Board Members.

22. MAINTENANCE PERSONNEL AND CONTRACTORS

Unit owners, their dependents, lessees, temporary resident or guests shall not direct, supervise or attempt to exert any control over any grounds and/or employees of Maintenance or Construction Contractors. Such supervision and/or control are the responsibility of the Board.

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

23. ROOF ACCESS

Unit owners, their dependents, lessees, temporary residents and guests are not permitted upon the roof. To comply with the terms of our insurance policy any person requiring access to the roof must have workman's liability and liability insurance. *The Association may not be covered in the event of damage to the roof by unauthorized persons.*

24. SECURITY

Unit owners, their dependents, lessees, temporary residents or guests observing anything of a questionable nature should not hesitate to notify appropriate emergency or law enforcement agencies and the Association.

25. BOARD OF DIRECTORS

Qualifications for and manner of selection of the Board of Directors are detailed in the By-laws.

26. SALES AND LEASES

The approval of all sales, leases and/or other transfer of units shall be in accordance with the provisions of the Declaration of Condominium and/or By-laws governing the transaction.

26a. Approval procedures

To preserve the tranquil and residential environment of Seville Condominium #2 it is a requirement that the Association conduct a personal interview with, and/or investigation of, any Prospective Person(s) buying or leasing any unit. Prospective buyers/lessees must agree in writing to understand and to abide-by the Association rules and regulations.

26b. Purchasing

In every instance of a conveyance of interest in or transfer of ownership of a unit in Seville Condominium #2, unit owners shall be strictly responsible for securing from the Board Secretary an Application for Purchasing Approval form. The complete Application for Purchasing Approval form together with a copy of the Sales Agreement, written references and a \$100.00 non-refundable approval fee must be submitted to the Board at least ten days before scheduled approval meeting, to allow time for the Board to verify the references.

26c. Leasing

At the start of every new lease, of a unit in Seville Condominium #2, unit owners shall be strictly responsible for securing, from the Board Secretary, an Application for Leasing Approval form. The complete Application for Leasing Approval form, together with a copy of the Lease Agreement, written references, plus a refundable security deposit equal to one month's rent, to be held in an escrow account, with interest, to cover possible damage to condominium common property, and a \$100.00 non-refundable approval fee, must be submitted to the Board at least seven days prior to a scheduled approval meeting, to allow time for the Board to verify the references.

26d. Leasing restrictions

Units in Seville Condominium #2 cannot be leased during the first thirty-six months following purchase. Lease periods must be for a minimum of twelve contiguous calendar months. Only one lease will be approved per twelve calendar month period.

Units are considered single-family homes and must not be sublet. See condominium document page 3316/818 section 14.1, and 3316/819 section 14.5.

26e. Closing and agreements

Unit owners shall be responsible for informing prospective buyers or lessees that a final closing for sale or signing of a lease agreement is strictly contingent upon Board approval of such prospective buyer or lessee. The Association will issue a Certificate of Approval, to the parties involved.

SEVILLE CONDOMINIUM # 2 Inc

1001 Pearce Drive Clearwater Florida 33764-1102

26f. Prerogatives and conditions

The Board reserves the prerogative of waiving the approval procedure and all or any part of the \$50.00 approval fee at its discretion, as warranted. It is not the intent to disqualify any responsible or reputable applicant, or to preclude the occasional temporary use of an owner's apartment by relatives or family of the owner.

26g. Owners responsibility

Unit owners are responsible for ensuring that their dependants, lessees, temporary residents and guests are aware of, and strictly observe, all Seville Condominium # 2 Rules and Regulations.

26h Unit Usage

Units may be used only for residential purposes. Nor shall any corporation be permitted to purchase or lease a unit for any purpose such as short-term transient or rotational occupancy by its employees.

27. MAINTENANCE FEES

Monthly maintenance fees in the form of a check or money order shall be made payable to Seville Condominium #2, Inc. and delivered or mailed to the Association management company's office or as designated at the front of the maintenance payment book. Monthly fees are due on the first of each month, but in no case later than the tenth (10th) of that month. Late payment of maintenance, special assessments and other payments to the Association cannot be tolerated. Late payments may be subject to an interest charge.

28. DELINQUENCIES

Continued delinquency may result in a lien being placed on offending units.

The Board has approved and adopted the following procedure for the control and collection of delinquent maintenance payments

All correspondence will be sent by certified mail and by regular mail from the Management Company.

1. LATE NOTICE: Reminder on or before the 21st of month.
2. WARNING LETTER: 30 days after Late Notice of intent to pass matter to attorney.
3. LETTER TO ATTORNEY: on same day as warning letter, with copies of Late Notice, Warning Letter, and latest financial statement.
4. ATTORNEY LETTER: 10 days after Warning Letter giving 10 day warning of filing of Claim of Lien. Late notices WILL NOT be issued for delinquencies that continue on a contiguous basis.

All associated and attaching attorney fees will be the responsibility of the delinquent owner.

29. SUGGESTIONS and COMPLAINTS

All suggestions to improve the overall appearance and operation of the condominium facility, or complaints and criticisms must be made in writing and signed. A copy should be sent to the Association's appointed Management Company and a copy to the Board of Directors. The Management Company and the Board of Directors will discuss all suggestions and complaints, respond in writing and take appropriate action where necessary.

The foregoing Rules and Regulations are designed to make living for you, and your neighbors a pleasant and comfortable experience. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Board of Directors of the Association, who will call the matter to the attention of the violating owner, lessee, temporary resident or guest for corrective action. If any conflict should exist between the interpretation of these Rules and Regulations and the Declaration of Condominium, the Declaration of Condominium shall control.

SEVILLE CONDOMINIUM # 2 Inc
1001 Pearce Drive Clearwater Florida 33764-1102

The Board of Directors of Seville Condominium No 2 Inc. adopted the attached rules and regulations on the

_____ day of _____ 20_____

President

Secretary

State of Florida
County of Pinellas

Before me, personally appeared _____ and _____

President and Secretary respectively of Seville Condominium No.2 Inc. and they acknowledged that they executed the foregoing Rules and Regulations for Seville Condominium No.2 Inc. on behalf of said Corporation, as its free act and deed.

Witness is my hand and official seal on this _____ day _____ 20_____

Public Notary – State of Florida

Commission No. _____

My commission expires: _____