

XANADU BY THE SEA

Property Owner's Association

c/ o Bristol Management Services, Inc.
1930 Commerce Lane, Suite 1
Jupiter, Fl. 33458
(561)575-3551 (561) 575-5423 FAX

Purchase Application

Name : _____ Present Telephone # : _____

Xanadu by the Sea Property Address: _____

Present Address: _____

EMAIL ADDRESS: _____

Name of Current Owner: _____

Name of Agent Handling Purchase: _____

IN CASE OF EMERGENCY NOTIFY: _____ RELATIONSHIP: _____

ADDRESS: _____ Telephone # _____

PRESENT EMPLOYER: _____ TELEPHONE # : _____ FROM: _____ TO: _____

ADDRESS: _____

Name of Spouse: _____ # of Children _____

Ages of Children _____

SPOUSE'S EMPLOYER: _____ TELEPHONE # _____ FROM: _____ TO: _____

ADDRESS: _____

WILL ANYONE OTHER THAN SPOUSE AND CHILDREN LISTED ABOVE RESIDE WITH YOU?

NO _____ IF YES _____ NAMES _____

DO YOU HAVE ANY PETS TO BE RESIDING IN THE HOME?

IF SO, PLEASE LIST. _____

PERSONAL REFERENCE: _____ ADDRESS: _____ TELEPHONE # _____

(1) _____

(2) _____

DRIVER'S LICENSE # : _____ STATE: _____ VEHICLE YEAR: _____ MAKE: _____ MODEL: _____

DO YOU HAVE ANY COMMERCIAL OR RECREATIONAL VEHICLES, BOATS, CAMPERS, MOTORCYCLES,
TRUCKS, TRAILERS, OR PANELLED VANS? YES _____ NO _____

**THESE VEHICLES ARE NOT ALLOWED TO BE PARKED ON ANY COMMON ELEMENTS AND MUST
BE PARKED INSIDE THE GARAGE OVERNIGHT.**

Must be filled out:

I/We understand that this application must be completed in its entirety, and declare that the information provided is true and correct. Willful misrepresentation will void any contract agreement entered into in connection with this application. I/We authorize the Association or its agent(s) to obtain and verify a consumer credit and background reports and understand an investigation may be conducted to determine mode of living, financial ability, personal character and general reputation.

In the event the Owner rents their property and becomes delinquent in the payment of the Homeowners Association Assessments during the lease term, the parties acknowledge that the Association shall have the right to notify the Tenant of such delinquency, and demand that all Rent payments be paid to the Association until the delinquency is paid in full.

I/We release the Association, their agent(s) and members from any loss, expense or damage, which may result directly or indirectly from any information or reports furnished.

Applicant Signature: _____

Print Name: _____

Date: _____

Co-Applicant Signature: _____

Print Name: _____

Date: _____

XANADU BY THE SEA
Property Owner's Association

ACKNOWLEDGEMENT

By signing below, I/We have received and agree to abide by the rules and regulations of the Xanadu By The Sea Property Owner's Association and the Declaration of Covenants of Xanadu By The Sea Property Owner's Association. I further agree that any alterations are subject to review by the Architectural Review Committee and approval from the Board of Directors. Failure to comply with terms and conditions thereof shall be a material default and breach of the purchase agreement. A quick reference of the Rules and Regulations is attached. Additional Community documents can be found at: www.xanadubythesea.us

Purchaser

Purchaser

Date: _____

Date: _____

APPLICATION INSTRUCTIONS:

1. Fill out notification completely, and submit to Bristol Management, 1930 Commerce Lane, Suite 1, Jupiter, Florida 33458, or fax to (561) 575-5423. Please allow 14 days for review and action to be taken by Xanadu by the Sea
2. Please apply a minimum of 14 days prior to execution. Every effort will be made to expedite the notification process.
3. There is a \$100.00 non-refundable application fee that must be included with this application. Please make checks payable to Xanadu by the Sea Property Owner's Association.



Welcome to Xanadu by the Sea

Right of First Refusal by Association Members

Within 30 days after receipt of such notice, a copy of their driver's license, the application fee, and other materials reasonably required, if a sale, the association must either approve a proposed sale or furnish a purchaser approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the contract, except that a purchaser furnished by the Association may have not less than 60 days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. If the proposed transfer is by gift, the association shall have the right to approve or deny the transfer (within 30 days) but shall have no obligation to provide a substitute transferee. The approval of the association shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Palm Beach County. If the transaction is a lease, the association shall, within 30 days after receipt of the notice and appropriate information or materials, either approve or disapprove the proposed tenants. If the association disapproves the proposed tenants it shall have no obligation to furnish a substitute lessee.

Unauthorized transactions. Any sale, transfer, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the association.

**XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION
QUICK REFERENCE
RULES AND REGULATIONS**

Welcome to our community. To insure that each resident enjoys a safe and peaceful time in our community the following Rules and Regulations have been approved by the Board of Directors.

1. ALL HOMEOWNER ASSESSMENTS (PERIODIC & SPECIAL) TO BE PAID ON TIME (WITHIN 30 DAYS). FAILURE TO DO SO REQUIRES LATE FEES & COLLECTION COSTS TO BE CHARGED TO AND PAID BY PROPERTY OWNER. ASSESSMENTS BECOME A LIEN ON THE OWNER'S PROPERTY.
2. ALL ASSESSMENTS MUST BE FIXED AT A UNIFORM RATE FOR ALL LOTS. BOARD DETERMINES ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS FOR LOTS THAT ARE NOT MAINTAINED. SPECIAL ASSESSMENTS MAY BE LEVIED FOR CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF THE COMMON AREA AND VOTED ON BY A MAJORITY OF MEMBER VOTES AT A MEETING WHERE A QUORUM IS PRESENT.
3. PROPERTY TO BE MAINTAINED BY PROPERTY OWNER. IF NOT, ASSOCIATION WILL DO SO AND) OWNER REQUIRED TO PAY THE MAINTENANCE COST(S) PLUS 25% COST PENALTY.
4. IF ANY UNPAID ASSESSMENTS, OWNER CANNOT VOTE AT ASSOCIATION MEETINGS.
5. RUBBISH & GARBAGE ETC. TO BE KEPT IN SANITARY CONTAINERS OUT OF SIGHT. CONTAINERS CAN BE PUT AT CURB 7P.M. BEFORE DAY OF PICKUP AND PUT AWAY 7 P.M. DAY OF PICKUP.
6. NO OVERNIGHT FOR MORE THAN 1 CONSECUTIVE DAY PARKING OF ANY KIND OF VEHICLE (INCLUDES BOAT, TRAILER & AIRCRAFT) ON STREET, PARKING AREA OR PART OF LOT. PICK UP TRUCKS, HOWEVER, WITH NO SIGNAGE AND EMPTY BED AREA MAY BE PARKED OUTSIDE OWNER'S GARAGE OR IN OWNER'S DRIVEWAY BUT NOT IN THE PROHIBITED AFORESAID TIME PERIODS.
7. NO LOT OR COMMON AREA CAN BE USED FOR IMMORAL, OFFENSIVE OR UNLAWFUL USE.
8. NO STRUCTURE, PLANTING OR OTHER MATERIAL (FENCES) SHALL BE PLACED IN UTILITY & DRAINAGE EASEMENTS (SEE YOUR SURVEY & PLAT OF THE SUBDIVISION). ASSOCIATION HAS RIGHT TO ENTER LOTS AT ANY REASONABLE HOUR AND ON ANY DAY TO MAINTAIN SAID EASEMENT.
9. LOT CAN ONLY BE USED FOR SINGLE FAMILY RESIDENCE. NO BUSINESS, TRADE OR PROFESSION CAN BE CONDUCTED ON THE LOT, EXCEPT TELEPHONES, FAX MACHINES AND COMPUTERS ARE ALLOWED.
10. NO TENTS, TRAILERS, COMMERCIAL VANS, SHACKS, TANKS OR ACCESSORY BUILDINGS OR STRUCTURES ALLOWED ON ANY LOT. 10/26/2011 2
11. NO SIGNS OF ANY KIND ON LOT OR COMMON AREA ALLOWED. EXCEPTION IS AN OPEN HOUSE SIGN DURING THE DAY ONLY.
12. NOTHING ON LOT ALLOWED THAT IS AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
13. WALLS, FENCES HEDGES OR OTHER BARRIERS SHALL NOT BE PERMITTED WITHOUT WRITTEN PERMISSION OF ASSOCIATION.
14. NO LIVESTOCK OR POULTRY ALLOWED ON LOT OR COMMON AREAS. OWNERS MUST CLEAN UP ANY DEFECATION OR WASTE FROM ANY ANIMAL ON LOT OR COMMON AREA. IF BOARD OF DIRECTORS DETERMINES THAT A BIRD OR ANIMAL CREATES NUISANCE, IT MUST BE IMMEDIATELY REMOVED FROM THE SUBDIVISION.
15. ALL LANDSCAPING MUST BE MAINTAINED AND DEAD PLANTS REMOVED AND REPLACED. WITHIN 10 DAYS OF REMOVAL. MAJOR LANDSCAPING CHANGES REQUIRE BOARD APPROVAL.
16. NO CHANGES ARE PERMITTED IN ELEVATION OF PROPERTY THAT AFFECT WATER RUNOFF TO ADJACENT PROPERTY.
17. NO EXTERIOR RADIO, TV OR OTHER ANTENNA OR AERIAL TO BE INSTALLED ON ANY LOT. SATELLITE DISHES NO LARGER THAN 1 METER MAY BE INSTALLED UPON WRITTEN APPROVAL OF BOARD PROVIDED IN COMPLIANCE WITH LOCAL LAW.
18. NO MAILBOX OR RECEPTICAL FOR MAIL OR PACKAGES CAN BE PLACED ON ANY LOT OR COMMON AREA.
19. NO PERMANENT STORM OR HURRICANE SHUTTERS ALLOWED WITHOUT APPROVAL OF ASSOCIATION.
20. NON-EMERGENCY WORK USING DRILLS, HAMMERS ETC. CREATING NOISE IS ONLY ALLOWED BETWEEN 7:30 A.M. AND 8 P.M. MONDAY THROUGH SATURDAY ONLY. NO WORK IS PERMITTED ON SUNDAYS AND HOLIDAYS. EMERGENCY WORK USING SAID TOOLS OUTSIDE OF HOUSE REQUIRE ASSOCIATION APPROVAL. NO SOUND OF ANY KIND SHALL BE PERMITTED BEYOND A MINIMUM VOLUME BETWEEN 10:00 P.M. AND 8 A.M. DAILY.
21. LEASING OF HOME IS LIMITED TO OCCUPANCY BY THE NAMED LESSEE AND HIS FAMILY AND NO HOME MAY BE LEASED MORE THAN 4 TIMES IN A CALENDAR YEAR. A LEASE BEGINNING IN 1 YEAR AND ENDING IN ANOTHER YEAR IS 2 YEAR LEASE. NO ROOMS ARE PERMITTED TO BE RENTED AND NO TRANSIENTS ARE ALLOWED. NO SUBLEASING IS ALLOWED. 10/26/2011

22. EVERY SALE, TRANSFER OR LEASE MUST BE APPROVED BY THE ASSOCIATION. A NON-REFUNDABLE PROCESSING FEE OF \$100.00, A COPY OF DRIVER'S LICENSE AND OTHER REQUIRED INFORMATION MUST BE SUPPLIED TO THE ASSOCIATION FOR APPROVAL CONSIDERATION.
23. ASSOCIATION HAS 30 DAYS TO ACT ON SALE/LEASE APPLICATION. BUYER MUST CLOSE WITHIN 60 DAYS OF ASSOCIATION APPROVAL.
24. NO BUILDING, STRUCTURE OR IMPROVEMENT PERMITTED WITHOUT SUBMISSION OF PLANS TO ASSOCIATION AND REFERRAL TO ASSOCIATION ARCHITECTURAL & LANDSCAPING COMMITTEE WHO MUST APPROVE SAME.
25. ASSOCIATION CAN SEEK DAMAGES, INJUNCTIVE RELIEF FOR VIOLATIONS OF ITS COVENANTS AND RULES. FINES ARE \$25.00 FOR FIRST VIOLATION AND \$50.00 FOR 2ND VIOLATION. FURTHER ACTION WILL BE TAKEN IF FINES ARE NOT PAID OR VIOLATIONS CONTINUE. VIOLATOR WILL BE ENTITLED TO A HEARING FOR ANY VIOLATION.
- OPERATIONAL RULES OF ASSOCIATION**
26. EACH LOT HAS ONE VOTE AT ASSOCIATION MEETINGS REGARDLESS OF NUMBER OF OWNERS. OWNER CAN VOTE BY PROXY. MEMBERS ENTITLED TO NOTICE OF MEETINGS.
27. ASSOCIATION HAS 5 OWNER DIRECTORS ELECTED TO 2 YEAR TERMS BY PLURALITY VOTE (2 DIRECTORS ELECTED IN EVEN YEARS- 3 DIRECTORS ELECTED IN ODD YEARS) CAN BE REMOVED FOR CAUSE BY MAJORITY VOTES OF MEMBERS.
28. ASSOCIATION BOARD ELECTS OWNER OFFICERS (PRESIDENT, VICE PRESIDENT, SECRETARY & TREASURER) ONLY PRESIDENT AND SECRETARY CANNOT BE THE SAME PERSON.
29. TO AMEND ARTICLES OF INCORPORATION, MAJORITY OF MEMBER VOTE REQUIRED.
30. WHEN ACTING IN OFFICIAL CAPACITY, OFFICERS AND DIRECTORS ARE TO BE REASONABLY INDEMNIFIED BY ASSOCIATION AGAINST JUDGMENTS, FINES, SETTLEMENTS ETC, INCLUDING THEIR DEFENSE EXPENSES PROVIDED THEY ACTED, LAWFULLY, IN GOOD FAITH, AND IN REASONABLE BELIEF THAT THEIR ACTION IN BEST INTERESTS OF ASSOCIATION. GENERALLY, NO INDEMNIFICATION MADE FOR OFFICER OR DIRECTOR'S MISCONDUCT OR NEGLIGENCE.
31. TRANSACTIONS WITH ASSOCIATION IN WHICH DIRECTORS AND OFFICER HAVE PERSONAL INTEREST NOT VOID FOR THIS REASON ALONE AND MAY VOTE ON SUCH TRANSACTIONS.
32. 2/3rds AFFIRMATIVE VOTE OF TOTAL MEMBERS CAN DISSOLVE THE ASSOCIATION. 10/26/2011 4
33. ANNUAL MEETING OF ASSOCIATION HELD EVERY MARCH AT DATE, TIME & PLACE SET BY THE BOARD OF DIRECTORS.
34. SPECIAL MEETINGS CAN BE CALLED BY PRESIDENT, BOARD OF DIRECTORS OR BY WRITTEN REQUEST OF 1/4 OF ALL MEMBERS. BUSINESS LIMITED TO THAT SPECIFIED IN NOTICE OF MEETING.
35. NOTICE OF MEETING MADE BY MAIL AT LEAST 10 DAYS BUT NO MORE THAN 30 DAYS BEFORE THE MEETING. DATE, TIME AND PLACE MUST BE SPECIFIED AS WELL AS PURPOSE IF FOR A SPECIAL MEETING. THE LAST OWNER'S SUPPLIED ADDRESS WILL BE USED.
36. 30% OF ALL MEMBERS NEEDED FOR QUORUM TO HOLD A MEETING. MAJORITY VOTE AT MEETING IS REQUIRED FOR APPROVAL OR DECISION.
37. PROXY ONLY GOOD FOR THAT MEETING OR ADJOURNED MEETING AND FOR 90 DAYS AFTER DATE OF 1ST MEETING. ONLY ONE PERSON CAN BE NAMED IN PROXY AND NEED NOT BE A RESIDENT. PROXY MUST BE SIGNED BY OWNER, DATED, NAME ONLY I PROXY, SPECIFY DATE, TIME & PLACE OF MEETING AND DELIVERED TO ASSOCIATION AT OR BEFORE THE MEETING.
38. ACTION CAN BE TAKEN WITHOUT A MEMBERSHIP MEETING AND NOTICE & VOTE, IF A CONSENT IN WRITING IS SIGNED BY MEMBERS (OR THEIR PROXY) PROVIDED A CONSENT IN WRITING IS SIGNED BY A MINIMUM NUMBER OF MEMBERS THAT WOULD BE TO AUTHORIZE SUCH ACTION AT A MEMBERSHIP MEETING WHERE A QUORUM WAS PRESENT.
39. REGULAR BOARD MEETINGS HELD AT SUCH TIME AND PLACE DECIDED BY BOARD. NO SET TIME FORMAT (MONTHLY OR OTHERWISE) IS REQUIRED. NOTICE OF MEETING (EXCEPT EMERGENCY) MUST BE POSTED AT A DESIGNATED LOCATION AT LEAST 48 HOURS PRIOR TO MEETING. SPECIAL MEETINGS CAN BE CALLED BY PRESIDENT, OR 2 DIRECTORS UPON 24 HOUR NOTICE. MAJORITY (3 MEMBERS) OF BOARD IS NECESSARY TO HOLD MEETING. BOARD MEETINGS OPEN TO ALL OWNERS.
40. NOTICES OF MEETINGS TO CONTAIN A MEETING AGENDA. IF ASSESSMENT TO BE CONSIDERED, THEN NOTICE MUST CONTAIN A STATEMENT AND NATURE OF SUCH ASSESSMENT.
41. BOARD OF DIRECTORS HAVE BROAD POWERS AND DUTIES BUT ARE TO KEEP RECORDS OF ITS ACTIONS AND BOARD MATTERS. THEY ARE NOT TO RECEIVE COMPENSATION BUT CAN BE REIMBURSED FOR OUT OF POCKET EXPENSES RELATING TO THEIR DUTIES.
42. OFFICERS HOLD OFFICE FOR 1 YEAR BUT CAN BE REMOVED BY BOARD WITHOUT CAUSE. 10/26/2011 5
43. PRESIDENT CAN APPOINT COMMITTEES SUBJECT TO BOARD APPROVAL. ANY COMMITTEE MEMBER CAN BE REPLACED OR COMMITTEE DISSOLVED BY BOARD OR BY MAJORITY OF MEMBERS.

- 44. OFFICIAL RECORDS OF ASSOCIATION SHALL MAINTAIN ALL RECORDS OUTLINED IN DETAIL IN ITS DECLARATION OF COVENANTS. THESE RECORDS SHALL BE AVAILABLE TO ALL OWNERS AT REASONABLE TIMES AND PLACES FOR INSPECTION AND PHOTOCOPYING WITHIN 10 DAYS OF A WRITTEN REQUEST. THERE ARE PENALTIES TO THE ASSOCIATION (MINIMUM \$50.00 PER DAY FOR 10 DAYS) FOR FAILURE TO COMPLY. THE ASSOCIATION CAN ESTABLISH REASONABLE RULES AND FEES FOR THE INSPECTION OF SAID RECORDS.
- 45. ASSOCIATION IS TO PREPARE AN ANNUAL FINANCIAL REPORT WITHIN 60 DAYS OF CLOSE OF THE FISCAL YEAR.
- 46. BY-LAWS OF ASSOCIATION CAN BE AMENDED BY AFFIRMATIVE VOTE OF MAJORITY OF ALL MEMBERS OF ASSOCIATION.
- 47. WITH THE EXCEPTION OF CLOTHESLINES, NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND. SOLAR COLLECTORS OR OTHER ENERGY DEVICES BASED ON RENEWABLE RESOURCES MAY BE INSTALLED ON A RESIDENTIAL DWELLING. THE LOCATION OF SOLAR COLLECTORS ON THE ROOF OF A RESIDENCE MUST BE INSTALLED WITH AN ORIENTATION TO THE SOUTH OR WITH 45 DEGREES EAST OR WEST OF DUE SOUTH AND SAID LOCATION MUST HAVE BEEN FIRST SUBMITTED AND APPROVED BY THE ARCHITECTURAL COMMITTEE AND BOARD OF DIRECTORS OF THE ASSOCIATION.