



Prepared by and return to:
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09/16/2003 10:31:27 20030550958
OR BK 15850 PG 1138
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR XANADU
BY THE SEA PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the governance of Xanadu By The Sea Property Owners Association, Inc. ("Xanadu") is regulated by that certain Declaration of Covenants, Restrictions and Conditions (the "Declaration") as being recorded in the Public Records of Palm Beach County Official Records Book 2718 at Page 1811 and as previously restated by those certain amendments and restatement thereof as recorded in Official Records Book 10006 at Page 474; and,

WHEREAS, the Board of Directors of Xanadu have proposed a further amendment to the Declaration.

NOW THEREFORE, THE UNDERSIGNED, being the President and Secretary of XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION, INC. a Florida non-profit corporation established for administration of that certain community commonly known as XANADU BY THE SEA, DO HEREBY CERTIFY that, pursuant to the provisions of Section VIII(C) of the Declaration of Covenants, Restrictions and Conditions for Xanadu By The Sea, at a duly called vote of the

Association held on the 31st day of March 5, 2003, the membership of the Association by vote of more than a majority of the total votes of unit owners adopted the amendments to the Declaration of Covenants, Restrictions and Conditions for Xanadu By The Sea, a true and correct copy of same being attached hereto and made a part hereof as Exhibit "A", which had been previously approved for submittal to the membership by unanimous vote of all members of the Board of Directors of the Association.

IN WITNESS WHEREOF, we have signed this Certificate of Amendment the 25 day of August, 2003.

XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION, INC. (CORPORATE SEAL)

Attest: By: Paul A. Assglen, Secretary

By: Frank Cook, President

STATE OF Florida COUNTY OF Palm Beach

BEFORE ME, this 25 day of August, 2003, the undersigned authority duly authorized to administer Oaths and take acknowledgments personally appeared FRANK COOK, being the President of XANADU BY THE SEA, INC. who did execute the foregoing Certificate and did state that such Certificate was executed on behalf of the Association and that the matters stated therein are true.

Robert T. Pressner

Produced Pursuant to

Seal:

Notary Public, State of My Commission Expires:

OFFICIAL NOTARY SEAL ROBERT T PRESSNER NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC880730 MY COMMISSION EXP. OCT. 18, 2009

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, this 10 day of September, 2003, the undersigned authority duly authorized to administer Oaths and take acknowledgments personally appeared Paul A. Asselin, being the Secretary of **XANADU BY THE SEA, INC.** who did execute the foregoing Certificate and did state that such Certificate was executed on behalf of the Association and that the matters stated therein are true.

Eric G. Peterson

Seal:

Notary Public, State of Florida
My Commission Expires:



Eric G Peterson
My Commission DD172422
Expires January 13, 2007

Not a Certified Copy

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
CONDITIONS FOR XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION,
INC.**

As used herein the following shall apply:

- A. Words in the text which are lined through (-----) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. When entire sections are replaced or new sections are added, the text is reproduced without underlying, in quotation marks (" ").

1. Section II, Sub-Section B of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

B. "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners, including the beach property.

2. Section IV, Sub-Section A of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

A. Lien and personal obligation of assessments.

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his or her deed to such lot, whether or not it shall be expressed in his or her deed, to pay to the association (1) all periodic assessments (whether billed monthly, quarterly or otherwise), and (2) special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with late fees, costs and reasonable attorneys' fees, shall be a charge on the land and continuing lien on each lot against which such an assessment is made. Each such assessment, together with late fees, costs and reasonable attorneys' fees shall also be a personal obligation of the record title property owner of the lot at the time the assessment fell due, but and such personal obligation shall not pass to the successors in title of the record title property as a personal obligation and a continuing lien on the real property unless satisfied by full payment of same at or prior to the time of the transfer of title to such real property ~~such person or persons unless expressly assumed by them.~~

3. Section IV, Sub-Section B(10) of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

10. In the event the need for maintenance or repair is attributable to the willful or negligent act of the owner of a lot, his family, guests, or invitees, including the failure to properly maintain the lot, the cost of such maintenance or repair plus an administrative charge of 25% of the cost of such maintenance or repairs shall be added to and become part of the assessment against the owner's lot, which sums may be collected in the same manner as any other assessment due and owing on the owner's lot.

4. Section V, Sub-Section A(1) of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

1. The right to suspend the voting rights and common area use rights of any owner for periods during which assessments or other charges against his or her lot remain unpaid, and the right for a period of time as determined by the Board of Directors, after hearing by the board of directors, to suspend such use rights for a period not exceeding thirty (30) days for any infraction of the provisions of the Declaration, Articles, By-laws or published rules and regulations of the association, including, without limitation, the failure to make payment of any assessment.

5. Section VI, Sub-Section I of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

6. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view. Trash, including rubbish, garbage, and any other waste material may be placed at the street no earlier than ~~9:00~~ 7:00 p.m. on the evening prior to pickup day. All trash receptacles or containers must be moved from the street and concealed from view by 7:00 p.m. of the day of pick-up.

6. Section VI, Sub-Section J of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

(J) The use of Xanadu Place, any parking area or part of any lot or part of any cul-de-sac which may be in front of, adjacent to, or part of any lot (excluding private

driveways) as a habitual parking place for any type of vehicle, including commercial or recreational vehicles, trailer, boat or air craft is prohibited. The term habitual is defined to include the overnight or daytime parking of vehicles for more than one consecutive day.

The term "Commercial Vehicles" shall include all automobiles, vans, panel vans, sport utility vehicles, trucks, and other vehicular equipment which bear signs or shall have printed on the sides of same, reference to any commercial or governmental undertaking or enterprise or which are used for a commercial purpose. The term "Recreational Vehicles or trailers" shall include all buses, campers, pick-up trucks, vehicles with raised bodies, vans set up as living quarters, boats, and similar vehicles and trailers; Provided, however, that nothing in this paragraph shall prohibit the use of passenger vans (such as Aerostars, Caravans, etc.) , or passenger sport utility vehicles (Broncos, Blazers, etc.) which are used solely as personal transportation vehicles. Overnight parking or storage of unauthorized vehicles such as trucks, pick up trucks, buses, recreational vehicles or commercial vehicles is prohibited. Such vehicles can shall be left in the garage with the garage door closed. Notwithstanding the foregoing, pick up trucks may be parked outside a closed garage provided that such pick up trucks have no commercial signage and provided that the bed of the pick up truck is empty.

(The remainder of such section shall remain unchanged.)

7. Section VI, Sub-Section S of the Declaration of Covenants, Restrictions and Conditions for Xanadu by the Sea shall be amended as follows:

(S) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Lot or of the Common Area property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(The remainder of such section shall remain unchanged.)

These amendments are effective upon recordation in the Public Records of Palm Beach County, Florida. Except as modified herein, the Declaration of Covenants and Restrictions and Conditions for Xanadu By The Sea shall remain unchanged and in full force and effect.