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November 11, 2014

Board of Directors
Xanadu by the Sea Property Owners Association, Inc.
c/o Bristol Management, Inc.
1930 Commerce Lane, Suite 1
Jupiter, FL 33458

Attention: Lisa Marie Moreland

Re: Unity of Title

Dear Board Members:

This shall confirm our telephone conversations during which we discussed the issue of unity of title. Apparently, the question has arisen as to whether an owner who has unity of title with two lots, may cast a vote with respect to each lot and pay assessments for each lot.

Article III(a) of the Declaration states that an owner may cast one vote for each lot he owns. Further, Article IV(a) provides that assessments are levied on each lot. The Governing Documents also refer to the recorded plat of Xanadu which depicts all of the lots within the community.

A unity of title is an agreement between the owner and the particular governmental agency. The Association is not a party to this transaction and the governing documents, including the plat, are not amended by obtaining a unity of title. The case of *Kilgore v. Killearn Homes Ass'n, Inc.*, 676 So.2d 4 (Fla. 1st DCA 1996), states that a unity of title "is an agreement entered into by property owner and governmental agency." Further, "unity of title document did not merge the properties for any other purpose other than that intended by the parties to the agreement, and owners of other properties subject to covenants and restrictions were not parties to the agreement."

Further, the case of *Royal Oak Landing Homeowner's Ass'n, Inc. v. Pelletier*, 620 So.2d

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786 (Fla. 4th DCA 1993), provides in part as follows:

The declaration provides that the owners of each lot are responsible for the assessment, and the obligation to pay is set once the deed to the lot is accepted.

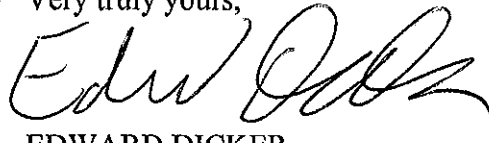
Lastly, the case of *Straub v. Muir-Villas Homeowners Ass'n, Inc.*, 128 So.3d 885 (Fla. 4th DCA 2913), provides in pertinent part

There is nothing ambiguous about the Declaration's operative language. It unambiguously states that assessments are charged according to the number of lots specified in Article II, which provides that plat 5 has nine lots, eight of which are owned by the Owner.

Based on these cases, and as we have discussed previously, obtaining a unity of title does not alter the rights and obligations of an owner under the Governing Documents. Consequently, the number of lots remain as was originally created by the Declaration and plat, and each owner of each lot has voting rights and an obligation to pay assessments with respect to each lot. These issues are not modified by obtaining a unity of title.

Please let me know if you have any questions or comments.

Very truly yours,



EDWARD DICKER
For the Firm

EAD/dm