

(S) Lawful use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as the responsibility for the maintenance and repair of the property concerned.

(T) Noise. Any non-emergency work, including remodeling or repairs, requiring the use of tools such as drills, hammers, etc., is to be confined between the hours of 7:30 A.M. to 8:00 P.M. Monday through Saturday, and is not permitted on Sundays or holidays. If EMERGENCY WORK requiring the use of tools such as drills, hammers, etc., is necessary outside the hours indicated above, or on weekends or holidays, permission for such work must be obtained from the association. Radios, T.V.'s, stereo and other sound systems, etc., should be kept at a minimum volume between the hours of 10:00 P.M. and 8:00 A.M.

(U) Leasing. Homes may be rented providing the occupancy is only by the Lessee and his family. No home may be leased more than four (4) times in any calendar year. A lease includes any time during which the home is occupied by a tenant. (For example, a lease which starts in November of one year and ends in January of the next year will count as two lease terms.) All rentals are subject to the approval of the Board and no rooms may be rented and no transient tenants accommodated. Sub-leasing is not permitted. A rental or lease is a grant by the unit owner of a temporary right of use of the home for valuable consideration.

(V) Sale or lease. No owner may dispose of a lot or any interest therein by sale, gift, or by lease without approval of the Association. If the purchaser or lessee is a corporation, the approval shall be conditioned upon the approval by the Association of all occupants of the home. The approval of the association shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An owner intending to make a bona fide sale, gift, or lease, or other transfer of his home or lot or any interest therein shall give notice to the association of such intention, together with the name and address of the intended purchaser, grantee, or lessee, an application processing fee (transfer fee) in the amount of \$100.00 (or such other amount set by the Board from time to time), a copy of their driver's license, and such other information as the association may reasonably require, and the terms of the proposed transaction. The association may also require a security deposit for a tenant, in an amount allowed by law, and set by the Board from time to time, to protect against damage to the common areas or Association property.

(b) Election of Association. 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.

(c) 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.

SECTION VII PLAN APPROVAL

No building, structure or other improvements of any kind shall be constructed, erected, or altered upon any lot in the subdivision unless and until the plans for such building, structure or other improvements have been first approved by the association and developer or developer's designee. The Board may assign this approval process to an architectural and landscape committee.

All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

All proposed construction, improvement, or alteration must comply with the Xanadu By The Sea Construction Requirements - Architectural Requirements, which are attached hereto as an Exhibit. These requirements may be changed, amended, or added to at any time, by the board of directors. Any changes shall be provided to the members of the association. The association may charge a review fee, in an amount set by the board from time to time, for any plan submission.