

This instrument prepared by:  
V. Claire Wyant-Cortez, Esquire  
WYANT-CORTEZ & CORTEZ, CHARTERED  
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North Palm Beach, FL 33408  
(561) 627-0009

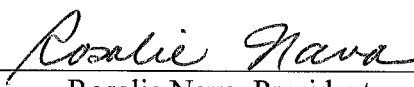
**CERTIFICATE OF  
AMENDED AND RESTATED RULES AND REGULATIONS OF  
KIRKWOOD TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

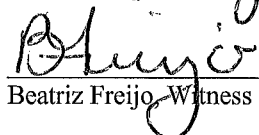
THE UNDERSIGNED HEREBY CERTIFY that the Rules and Regulations for Kirkwood Townhomes Homeowners Association, Inc., recorded at Official Record Book 3036, Page 1660, Public Records of Palm Beach County, Florida, and as thereafter amended, are hereby Amended and Restated as attached hereto and incorporated herein as Exhibit "1" to this Certificate and were duly adopted by a vote of the board of directors at a properly noticed meeting on April 25, 2022.

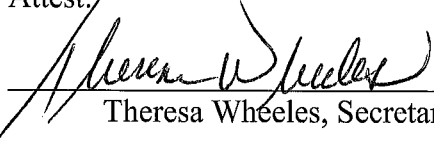
WITNESSES:

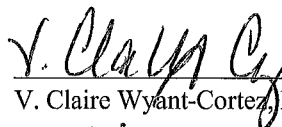
KIRKWOOD TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.

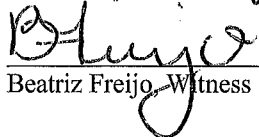
  
\_\_\_\_\_  
V. Claire Wyant-Cortez, Witness

  
\_\_\_\_\_  
Rosalie Nava, President

  
\_\_\_\_\_  
Beatriz Freijo, Witness

Attest:  
  
\_\_\_\_\_  
Theresa Wheelles, Secretary

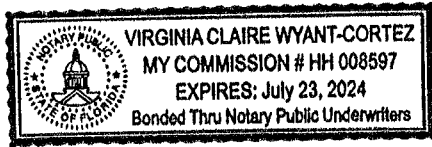
  
\_\_\_\_\_  
V. Claire Wyant-Cortez, Esq., Witness

  
\_\_\_\_\_  
Beatriz Freijo, Witness

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH )

ss:

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, by Rosalie Nava, as President of Kirkwood Townhomes Homeowners Association, Inc., who is  personally known to me or  produced N/A as identification on April 25, 2022.

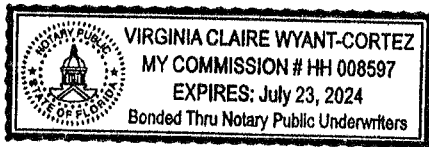


*V. Clarym*  
Virginia Claire Wyant-Cortez  
Notary Public

STATE OF FLORIDA )  
 )  
COUNTY OF PALM BEACH )

ss:

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, by Theresa Wheelles, as Secretary of Kirkwood Townhomes Homeowners Association, Inc., who is  personally known to me or  produced N/A as identification on April 25, 2022.



*V. Clarym*  
Virginia Claire Wyant-Cortez  
Notary Public

**AMENDED AND RESTATED RULES AND REGULATIONS OF  
KIRKWOOD TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Rules and Regulations apply to all property within the Plat of Kirkwood Townhomes (Common Property, lots and Units) shall be deemed in effect upon the proper passage of same by the Board of Directors of Kirkwood Townhomes Homeowners Association, Inc. ("Association") and shall remain in effect until amended by the Association and shall apply to and bind all Unit Owners.

These Rules and Regulations ("Rules") amend and restate the Rules and Regulations recorded as part of the ByLaws recorded at Official Record Book 8855, Page 1020, Public Records of Palm Beach County:

1. Definitions and How to Read These Rules.
  - a. All definitions and terms used in the Declaration of Covenants, Conditions and Restrictions of Kirkwood Townhomes ("Declaration"), the Articles of Incorporation, and By-Laws of the Kirkwood Townhomes Homeowners Association, Inc. (collectively with these Rules, the "Governing Documents"), are incorporated herein by reference. Otherwise, these definitions apply with these Rules:
    - (1) "Guest" or "Visitor" means any person who is not an Unit Owner, Lessee, or Resident, who stays for any length of time (even for part of one day) in the Townhouse Unit, and who is not required to pay any monies, perform any services or provide any other consideration for the privilege of occupying or staying in the Unit. In addition, a guest or visitor must have a permanent address other than the unit they are temporarily residing in at Kirkwood Townhomes.
    - (2) "Resident" means any person occupying a Unit who is not a Guest or Visitor.
    - (3) "Common Property" means to all of the Plat of Kirkwood Townhomes not included in the Units.
    - (4) "Person" means the "person" as defined by § 1.01(e), FLA. STAT.; "People" or "Persons" are the plurals of "Person."
    - (5) "Visitor" includes ordinary guests, delivery drivers, furniture moves, junk removers, and those People a Resident may have invited or or allowed to remain, whether invited or not, inside a Unit or surrounding Common Property.
    - (6) The term "including" means "including but not limited to."
    - (7) The "HOA Acts" are chapters 720 and 617, Florida Statutes.
  - b. Whenever a violation of these Rules occurs, if the violator is a Resident of, occupant of, Visitor to a Unit, or a Unit Owner's officer, director, manager, or agent, or a guest of any of those People, then (i) the Unit Owner is deemed to have also committed the violation and (ii) those People together with the Unit Owner are jointly and severally responsible and liable for curing violations, paying associated fines, reimbursing Association's enforcement costs including reasonable attorney's fees (which are

EXHIBIT "1"

currently based on flat fees and an hourly rate of \$275.00/hour), towing charges, and damages to Common Property or other Units.

- c. Unit Owners are responsible for (i) the behavior of, damages caused by, and discipline of their Unit's Residents, occupants, tenants, Visitors, or the guests of any of those People, (ii) instructing those People on these Rules, and (iii) ensuring those People comply with these Rules.
- d. Whenever Association's approval is required, such approval (i) must be sought in writing before the event or thing sought to be approved, (ii) must be obtained in writing, and (iii) is in Association's sole discretion.
- e. The Declaration provides that the Board may change, amend, or add rules as required, which amended or added rules shall be as binding as all other Rules previously adopted.
- f. The Rules apply to all People when in the Plat of Kirkwood Homes, whether such People are Unit Owners, Residents, tenants, occupants, Visitors, or even trespassers.

2. USE GENERALLY.

- a. The Units shall be used for residential purposes only.
- b. Minors must be under the direct control of a responsible adult. Minors under 15 may not use the pool or waterfront areas unaccompanied by an adult. Minors also may not run, play tag, or act boisterously on the Common Property. Skateboarding, roller skating or loud or obnoxious toys are prohibited. Minors may be removed from the Common Property for misbehavior by or on the instructions of the directors.
- c. The Common Property shall be used for furnishing services and facilities for which the same are reasonably intended for the enjoyment of the Unit Owners.
- d. No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Residents or which interferes with the peaceful possession, rights, comforts, convenience and proper use of the property by its Residents.
- e. 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 respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.
- f. There shall be no solicitation by any Person anywhere in or on the Property for any cause, charity or a any purpose whatsoever, unless approved by the Association.

3. UNIT MAINTENANCE, APPROVAL REQUIREMENTS AND LIMITATIONS FOR CHANGES TO EXTERIOR OF UNIT. Unit Owners must keep their property in "quality" first class condition at all times, and must comply with these provisions:

- a. Maintenance of Exterior of Property. Unit Owners must:
  - (1) Prevent unsightly objects on the Exterior of the property.
  - (2) Keep the exterior of the property in good, clean, and attractive condition.
  - (3) Clean exterior surfaces including the roof, walls, fences, windows, and doors.
  - (4) No Unit Owner shall deface the exterior of their Unit.
  - (5) Signs of any kind displayed on the exterior of the property and are visible to the Common Property are prohibited, except a sign of reasonable size provided by a contractor for security services is allowed.
- b. Fences:
  - (1) Fences must be of a shadow box natural wood appearance (the same type/color as originally delivered by Developer) and appear clean at all times, only approved clear coating is allowed on the fence facing the exterior of the Unit. No painting or stain shall be allowed on fences.
  - (2) Unit Owners must inspect fences for wood-rot, and repair wood-rot fences with shadow box fencing. All new fencing shall be replaced with shadow box fencing.
  - (3) Fences must remain in the same location as designed by the original developer and must not be relocated.
  - (4) Signs of any kind displayed on the fences and visible from the Common Property are prohibited. No signs or anything attached to or hanging on the exterior of the fence is allowed at any time.
  - (5) Any fence replacement must be properly permitted by the local government authority and by prior Association approval.
- c. Modifications to Exterior of Property:
  - (1) All alterations, modifications or additions to the exterior of the property must have prior written approval by the Association or its designated agent. Permission to make any exterior modifications must be requested in writing and submitted to the Association for approval.
  - (2) No trees may be planted on the exterior of the Unit within two feet (2') of a Unit's fence. No Unit Owner may plant anything on Common Property.
- d. Courtyard and Enclosures.
  - (1) All alterations, modifications or additions to the exterior of the property must have prior written approval by the Association or its designated agent. Permission to make any exterior modifications must be requested in writing and submitted to the Association for approval.
  - (2) All courtyard patio coverings other than standard size, shape and colored umbrellas must have prior written approval by the Association or its designated agent. Exterior enclosures or the like are strictly prohibited. Any approved patio covering and patio umbrellas must be taken down, removed and properly stored within no later than 24 hours before a named windstorm.

4. **PETS.** Two (2) Pets per Unit are permitted, subject to the Rules including prohibiting certain breeds (including mixed breeds) of dogs. A “Pet” is limited to a domestic or household dog, cat, fish, or bird. A “Responsible Person” is a Person 16 years of age or older capable of controlling the pet in question. This Rule 4 may be enforced regarding non-Pet animals in the same manner as to Pets; and it shall not be a defense to any enforcement action, judicial or otherwise, that an animal is not a Pet.
- a. A maximum of 2 Pets are permitted for each Unit.
  - b. Pets or Animals are not permitted outside any Unit, including within a fenced courtyard nor on any Common Property, unless under the control and within the immediate presence of a Responsible Person, and (1) is in a cage or (2) as to dogs or cats, on a leash of a reasonable length which leash is in the physical control of a Responsible Person.
  - c. All Persons are responsible for immediately cleaning up after their Pet or Animal and properly disposing of its solid waste, whether or not within the Common Property or within a Unit/Lot.
  - d. No Pet or Animal may be left unattended within a Unit’s courtyard at any time.
  - e. The following Pets are not permitted at any time, even to visit:
    - (1) Pets of a breed considered by the Association to be dangerous or a nuisance,
    - (2) Pets of the following breeds American Pit Bull Terriers, American Staffordshire Terriers, American Bullies, Staffordshires Bull Terriers, Doberman Pinchers, German Shepherds, Rottweilers, Weimaraners any and of the Mastiff breeds or any mixed breed dog whose DNA contains any of the aforementioned breeds.
    - (3) Pets which are deemed “Dangerous” defined as one which:
      - (a) Has threatened, appeared aggressive, been aggressive, bitten, attacked, endangered or has inflicted injury or death to any Person or animal; or
      - (b) Has, when unprovoked, chased, or approached any Person in a menacing fashion or apparent attitude of attack; provided however, a dog shall not be deemed Dangerous if the threat, injury, death, or damage was sustained by a Person who, at the time, was unlawfully in the dog owner’s Unit, or while lawfully on the dog owner’s property, was tormenting, abusing or assaulting the dog or Persons within the vicinity of the dog, or the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault. The burden to prove the foregoing is on the Unit Owner and the Board shall be the sole arbiter of whether to grant approve such exception.
  - f. All Pets and Animals must be registered with Palm Beach County and have current rabies tags and be current on all vaccines, proof of which may be required by the Association.
  - g. Nuisance Pets; Other Animals.

- (1) If any Pet or Animal becomes a nuisance or is otherwise obnoxious to other People by barking or other behavior, whether or not within the Unit, in a courtyard or on Common Property, as determined by Association in its sole discretion, the Unit Owner must remedy the nuisance within 10 days upon written notice from Association or said Unit Owner shall be required to immediately and permanently remove the Pet from the Unit and from the Plat of Kirkwood Townhomes.
  - (2) If any non-Pet animal or Pet in excess of 2 Pets should be discovered within a Unit or the Plat of Kirkwood Townhomes, the Unit Owner shall be required to immediately and permanently remove the Pet from the Unit and from the Kirkwood Townhomes community.
  - (3) Should a Pet or animal not be removed as required (“violative animal”), Association may have said pet or animal removed, without the need for filing suit. In other words, Association shall have a limited authority to go onto and into the subject Unit and remove said violative animal from any Unit or Common Property, including contacting Animal Care & Control to remove said violative animal by force.
5. VEHICLES AND PARKING. A “vehicle” is an automobile, car, truck, bicycle, recreational vehicle, motorcycle, scooter, boat, trailer, motorhome, aircraft, hovercraft, or other object used to carry People or cargo on road-, water-, or air-ways. Using and parking vehicles is regulated as follows:
- a. A commercial vehicle is any vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.
  - b. Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park on the Common Property or limited Common Property of Kirkwood Townhomes. Notwithstanding the foregoing, commercial vehicles providing necessary services to the Residents may park in Kirkwood Townhomes but for only that time required to provide said necessary services. “Necessary services” are any services provided by a government agency (including the U.S. Postal Service, police, fire/rescue. etc.), non-profit agencies, at the Resident’s request, and other services, for a fee and which are requested by a Resident to benefit that Resident, the Resident’s family or guests or the Unit being serviced.
  - c. This rule intends to reduce to a minimally necessary level, the commercial vehicles occupying limited parking spaces in Kirkwood Townhomes, by allowing only such commercial vehicles of third party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of Kirkwood Townhomes by Residents, their, agents and employees, to further any commercial enterprise in which they may be employed or with which they may be otherwise associated.
  - d. Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by any law

- enforcement agency, fire-rescue department, or emergency medical facility fully authorized to operate in Palm Beach County may park in Kirkwood Townhomes, subject to the same terms governing the parking of private passenger motor vehicles.
- e. Trucks over 3/4 tons must not be parked on the Kirkwood Townhomes property between the hours of 1:00 a.m. and 7:00 a.m. without Association's written permission. Trailers, boats on trailers, boat trailers, motorhomes, and recreational vehicles shall not be permitted to park within the Plat of Kirkwood Townhomes at any time.
  - f. Parking is permitted on designated, paved parking areas only. Parking on grass is strictly prohibited. Each Unit Owner and Resident must park in the Unit's 2 assigned parking spaces and may not park in assigned spaces belonging to others without the Unit Owner's written permission on file with the Association. Vehicles must not be parked so close to trash receptacles so as to interfere with waste collection. The Association may tow cars not properly parked, even if parked in another Unit's spaces if the Association does not have such written permission on file.
  - g. Driving on grass or other areas not designated as roadways prohibited.
  - h. Motorized vehicles that cannot operate under their own power shall not remain on the property for over 24 hours without express Association's approval.
  - i. All vehicles must bear a valid, current license plate and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) may not be used on Kirkwood Townhomes property.
  - j. There shall be no repair, assembling, or disassembling of any vehicles within Kirkwood Townhomes, except for ordinary maintenance such as the changing of a vehicle's tire or battery or filling wiper fluid. Otherwise, "ordinary maintenance" does not include changing a vehicle's oil, lubricants, or other fluids. Washing vehicles is prohibited.
  - k. No damage to the Common Property, including the pavement because of oil leaks, motorcycle kick-stands, etc., is permitted.
  - l. All vehicles which emit motorized noise must have appropriate noise muffling devices under applicable law. The Association may bar from Kirkwood Townhomes any motorcycle or other vehicle that operates so as to disturb others. Except in an emergency, Unit Owners shall blow of any horn from any vehicle.
  - m. Motorcycles shall not be parked or placed in any area other than in designated parking areas.
  - n. Parking in areas not designated for that purpose, or on any unpaved area will result in (i) the offending vehicle being towed away at the owner's expense, and (ii) a fine.
  - o. A vehicle in violation of this Rule may be towed at Association's option, at the owner's tenant's expense. Besides the above, the Unit Owner/tenant/occupant/Resident who is responsible for the vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees to enforce this provision.



- p. Remedy of Towing. If an offending vehicle owner does not remove a prohibited or improperly parked vehicle from Kirkwood Townhomes , the Association may have the vehicle towed away at the vehicle owner's expense. By this provision, each Unit Owner and vehicle owner provides the Association with the necessary consent to effect the tow. If the vehicle owner refuses to pay such costs upon demand, the Association may collect said charges by a personal action from the Unit Owner in question, that is, the Unit Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, Visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his/her family, lessees, guests, Visitors, etc.); the Unit Owner shall be liable for interest at 18% *per annum* thereon, along with costs and attorneys' fees.
6. PERSONAL PROPERTY. All personal property, except authorized vehicles, but including bicycles, toys, clutter, or other articles, must be stored within the Units. No clothes or other articles shall be hung on the balconies or fences or outdoors for any purpose, except within the Unit courtyard below the height of the courtyard fence. There shall be no barbecue cookers (grills) used on the Common Property. The Association may impound personal property left on the Common Property without liability to any Person.
7. GARBAGE; WASTE; HAZARDOUS MATERIALS.
- a. No garbage cans, supplies, bottles, or other articles shall be placed on the Common Property or balconies nor shall any linens, cloths. clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the terraces, balconies or as to be exposed to view from any part of the limited Common Property or Common Property. The Common Property shall be kept free and clear of rubbish, debris, and other unsightly material.
- b. Refuse and bagged garbage shall be deposited only in the area provided therefor. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the Unit Owner's expense. Trash shall not be placed outside the trash receptacles. It is the Resident's responsibility to dispose of items that do not go into receptacles.
- c. Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around Kirkwood Townhomes. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law. No explosive material or substance, including but not limited to gasoline, kerosene, naphtha or benzine or the like shall be stored or kept on Common Property or within a Unit.
- d. No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any unit or limited Common Property or Common Property except such as are required for normal household use.

8. NAMED STORMS/HURRICANES. Unit Owner(s)/Resident(s) may prepare their unit(s) for named hurricane/storm protection only during the 48 hours before a named storm that is to affect the Kirkwood Townhomes geographic area (hurricane shutters/panels) which hurricane/storm protection must be removed within 48 hours after the named storm has left the Kirkwood Townhomes geographic area. Each Unit Owner who plans to be absent from their unit during the hurricane season must prepare their unit before their departure by:
- a. Removing all furniture and other objects from their balcony or patio; and
  - b. Designating a responsible firm or individual to care for their unit should the unit suffer hurricane damage, and furnishing the association with the name of such firm or individual. Such firm or individual shall contact the association for clearance to install or remove hurricane shutters, and such party shall be subject to Association's approval.
9. POOL RULES. The following shall apply to the pool and pool area:
- a. All posted rules and regulations shall be observed.
  - b. Residents must utilize a pool security key furnished by the Association.
  - c. All People must use shower before entering pool.
  - d. No scuba gear or animals allowed in pool or pool area.
  - e. All Minors under 15 years must be accompanied by an adult 18 years or older.
  - f. No running, shoving, loud noises or disturbances in pool area.
  - g. No glass containers permitted in or around pool area. No food or drink in pool area.
  - h. Maximum of 20 persons in pool at one time.
  - i. The Association is and will be held harmless from any liability claims arising out of the use of the pool facilities.
  - j. The Association (including through its officers, management, and maintenance personnel) shall have the authority to (i) require a Person to leave the pool area or (ii) prevent a Person from entering the pool area once that Person has been asked to leave if the Person is not or was not abiding by the pool rules as posted or as contained in the Rules.
  - k. Pool is for Residents and their guests only. A Resident must be present and accompany their guests. Guests may not use the recreational areas without the Resident present.
  - l. Pool gate must remain closed at all times unless someone is entering or exiting.
  - m. Proper and modest bathing attire is required at all times in the pool area. No thongs, no cutoff shorts. No swim diapers allowed. Only potty trained infants/toddlers are allowed in the pool.
  - n. No diving, jumping in, running or pushing.
  - o. No balls or frisbee playing allowed in the pool or in the pool area.
  - p. Pool hours are from dawn to dusk only.

- q. No Pets or animals allowed in pool or in pool area.
  - r. Trespassers will be prosecuted.
10. Tennis Courts:
- a. Tennis shoes must be worn when on tennis courts.
  - b. Play on the tennis courts is limited to one and one-half (1 ½) hours or two (2) sets if others are waiting.
  - c. Be courteous to your neighbors living near the tennis courts – refrain from noise before 7:30A.M.
  - d. Lock the gate when you are done using the tennis courts.
  - e. No Pets or animals are permitted on the tennis courts.
11. SATELLITE DISHES. To protect the aesthetic qualities and property values of Kirkwood Townhomes, these restrictions apply for the placement of satellite dishes.
- a. A satellite dish or receiving antenna may not exceed one meter (3.3 feet) in diameter.
  - b. Location of the satellite dish or antenna is limited to (1) inside your unit, or (2) in the patio area outside your unit such that the top of the satellite dish or antenna is below the top of the unit’s perimeter fence, or (3) on your roof and placed such that the satellite dish, antenna or associated wiring can not be seen from any street or parking lot within Kirkwood Townhomes. Installation is not permitted in the Association’s Common Property.
  - c. Installation (1) must comply with reasonable safety standards; (2) may not interfere with cable, telephone or electrical systems or those of neighboring Units; (3) must be safely secured.
12. COMPLIANCE AND DEFAULT.
- a. All Unit Owners, Residents, Visitors, and all other People are governed by and must comply with the Governing Documents and HOA Acts, as each may be amended from time to time.
  - b. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by the Unit Owner’s negligence or act or by that of the Unit’s Residents, Visitors, or guests. Such liability shall include any increase in insurance rate(s) occasioned by the use, misuse, occupancy or abandonment of any Unit or the Common Property.
  - c. Parents shall be responsible to the Association for any property damage caused to the Common Property by their Minors.
  - d. Unit Owners are strictly responsible to ensure their Unit’s Residents, Visitor’s, guests, contractors, and agents do not damage the Common Property and comply with the Governing Documents and HOA Acts, as each may be amended from time to time; and

as such, are responsible and liable to the Association for such damage and violations of the aforesaid documents by such People.

- e. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or associated People to comply with the Governing Documents. The Association may collect any fines levied, and shall be entitled to its reasonable attorney's fees and costs incurred in the process of levying or collecting fines whether or not suit is filed. No fine shall exceed such limits as may from time to time be set by the HOA Acts. Fines may be levied according to the HOA Acts.
  - f. Alternative/Concurrent remedies. The remedies detailed in these Rules, including towing, fines, animal removal, and entry to cure, are in cumulative to any other remedies permitted under the Governing Documents or HOA Acts. The Association may elect and combine remedies as it deems appropriate in its sole discretion.
13. GRANDFATHERING. Except as provided in this § 13, there is no "grandfathering" of conditions which are now in violation of these Rules.
- a. Limited Grandfathering. Unit Owners and Residents not in violation of the former Rules at the time of approval of these Amended and Restated Rules and Regulations, but solely by virtue of a rule change are now be in violation of these Rules must, within 45 days from the effective date hereof:
    - (1) Notify the Association, in writing, to Kirkwood Townhomes Homeowners Association, Inc., c/o GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, the address of record on file with the Florida Division of Corporations or at such other address the Association deems in writing, that you were not in violation of the former Rules and Regulations, but are now in violation because of the rule change; and,
    - (2) State the nature of each current violation which was not a violation under the former rules.

Any such violations registered with the Association in writing within the period given shall be grandfathered for a time to be set by the Association ("grace period"). All violations not so registered as required herein shall not be grandfathered.

- b. Notwithstanding the above subsection §13a., all Unit Owners, Residents, and other Persons must comply with these Rules on the earlier of these occurrences: (1) upon the sale or transfer of any grandfathered vehicle, (2) if a lessee, the end of the current lease term, (3) upon sale, lease or lease renewal of the Unit presently occupied, (4) the end of the grace period as to any registered, grandfathered violation, or (5) within 2 years from the Effective Date hereof.