

State of Florida

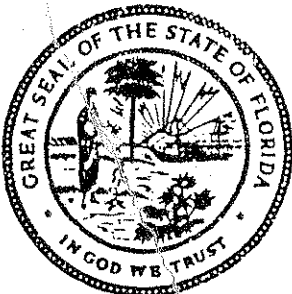
DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

KW file

I certify that the following is a true and correct copy of Articles of Incorporation of KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 11, 1978, as shown by the records of this office.

The charter number for this corporation is 742866.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 15th day of May, 1978.



James A. Smathers
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF
KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a non-profit corporation under the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I
NAME OF CORPORATION

742056

The name of this Corporation shall be Kirkwood Townhomes Homeowners' Association, Inc.

ARTICLE II
PURPOSE

The purpose for which this Corporation is organized is as follows:

1 KIRKWOOD TOWNHOMES, INC., a Florida corporation, (hereinafter known as "Developer"), is developing certain property located in Palm Beach County, Florida, which property is described on Exhibit "A" attached hereto and hereby made a part hereof. KIRKWOOD TOWNHOMES, Inc., will convey certain property to this Corporation to be owned, maintained and improved by this Corporation as the agent of said members. Likewise this Corporation may operate and maintain certain properties not conveyed or not yet conveyed to it. These properties are to be operated and maintained by the Corporation for the purposes designated such as walks, parking spaces, streets, recreational areas, and the accessories thereto such as landscaping, paving, fences, etc. (Recreation area being a specific maintenance obligation of the Corporation), or as other facilities, for the promotion and protection of the peace, happiness, and standard of living of members of this Corporation. The Corporation will enforce covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens applicable to said real property for the common benefit and will do all and everything else authorized by law to promote the general interest of the members of the Corporation as are authorized by the State of

Florida pertaining to non-profit corporations.

2. Deeds, plats, leases, Declarations of Covenants and Restrictions, and/or other conveyances as to the property described in the Exhibit "A" attached hereto filed or deeded by KIRKWOOD TOWNHOMES, INC., may provide that purchasers, lessees, or holders of other interests in real property within the property described in said Exhibit "A" shall be members of this Corporation.

3. This Corporation shall accept any deed, lease or other conveyance of real property to it by KIRKWOOD TOWNHOMES, INC. when approved by it.

4. Insure compliance with the site plan of Kirkwood Townhomes.

ARTICLE III
POWERS

A. To operate and manage those properties conveyed to it or not conveyed but accepted for operation and maintenance for the common good of members of the Corporation.

B. To carry out all the powers and duties vested in the Corporation pursuant to these Articles and the By-Laws of the Corporation and in the Declaration of Covenants and Restrictions filed as to the lands referred to above.

C. To do all things necessary to carry out the operation of the Corporation as a natural person might or could do and to exercise and enjoy all the powers, rights, and privileges granted to or conferred upon corporations of similar character by the provisions of Chapter 617, Florida Statutes.

D. The Corporation is not authorized for profit, nor shall it have the power to issue certificates of stock or pay dividends, and no part of the net earnings of the Corporation shall be distributed, upon dissolution, or otherwise, to any individual. The Corporation may pay compensation in reasonable amounts to its members, directors or officers, for services, including pensions. No compensation shall be paid to directors for their services as directors. However, compensation may be paid to a director in his or her capacity as an officer or employee or for their services rendered to the Corporation outside of his or her duties

as a director. In this case, however, said compensation must be approved in advance by the Board of Directors and the director to receive said compensation shall not be permitted to vote on said compensation. The directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the Corporation.

E. The Corporation shall not be authorized to make any unreasonable accumulations of cash or assets as determined by the Internal Revenue Code or the rules and regulations pursuant thereto.

F. The Corporation may engage professional management agents to manage its affairs, including, but not limited to, performing in whole or in part the Corporation's duties under any management agreement wherein the Corporation is the management agent, and pay a fee therefor.

G. The Corporation may act as collecting agent for condominium associations and collect their assessments.

ARTICLE IV MEMBERSHIP

Qualifications of members, the manner of this admission and voting by members shall be as follows:

1. The members of the Corporation shall be:

(a) The developer of Kirkwood Townhomes, who is KIRKWOOD TOWNHOMES, INC., a Florida corporation, its successors, or assigns; and

(b) Any and all owners of lots, or other fee interest in the Property subject to that certain Declaration of Covenants and Restrictions for Kirkwood Townhomes in the Public Records of Palm Beach County, Florida, at Plat Book 34

Pages 109 and 110.

2. The interest of any member in any part of said Property or in the funds or assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated, or transferred in any manner except as an appurtenance to the said part of the Property owned by them. No person shall be a member of the Corporation after he ceases to be the owner of record of a part of the Property. The

directors of the Corporation may, after affording the member an opportunity to be heard, suspend any person from membership in the Corporation during any period of time when there exists a violation of any of the said Covenants and Restrictions (including, but not limited to, the failure to make any payment to the Corporation when due and payable under the terms hereof) with respect to the portion of the Property he owns.

3. Voting by members of this Corporation in the affairs of this Corporation shall be set forth in the By-Laws of this Corporation.

4. KIRKWOOD TOWNHOMES, INC., a Florida corporation, or its successor or assigns shall be entitled to vote one hundred (100) percent of the voting rights of this Corporation until December 31, 1979, or until it has elected to terminate its control of the Corporation, whichever shall first occur, at which time its membership and said right to vote shall cease except as to any unsold portions of the Property which it may retain at that time.

ARTICLE V CORPORATE EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved by law.

ARTICLE VI DIRECTORS

The business of this corporation shall be conducted by a Board of Directors of not less than three nor more than six the exact number of directors to be fixed by the By-Laws of the Corporation.

ARTICLE VII OFFICERS

The affairs of the corporation shall be managed by a president, vice-president, secretary, treasurer, and assistant secretaries and assistant treasurers and such other officers as may be authorized by the Board of Directors. Said officers shall be elected as provided in the By-Laws of the corporation. The first officers of the corporation shall serve until such time

as they resign, are removed, or their successors are elected and they shall be:

President: ROBERT A. SATTER
Vice-President: GEORGE A. RAY, JR.
Secretary: GEORGE A. RAY, JR.
Treasurer: DONNA M. ROCHE

*
ARTICLE VIII
NAMES AND POST OFFICE ADDRESSES OF DIRECTORS

The names and post office addresses of the members of the first Board of Directors who shall hold office pursuant to the terms and provisions of these Articles of Incorporation and the By-Laws of this corporation and until their successors are elected or appointed and have qualified shall be:

1. ROBERT A. SATTER,
3003 S. Congress Avenue, Palm Springs, FL 33461
2. GEORGE A. RAY, JR.,
3003 S. Congress Avenue, Palm Springs, FL 33461
3. ROBERT H. SPRINGER,
3003 S. Congress Avenue, Palm Springs, FL 33461
4. DONNA M. ROCHE,
3003 S. Congress Avenue, Palm Springs, FL 33461

ARTICLE IX
BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of Directors. The By-Laws may be amended, altered or rescinded at a duly constituted membership meeting for that purpose, provided, however, that no amendment shall take effect unless approved by members representing at least two-thirds of the total votes of the members of the corporation.

ARTICLE X
ASSESSMENTS AND REFUNDS

The Board of Directors shall have the power of levy and assessment upon the several lots, and other fee interests which are included within the said Property. All unpaid assessments thus levied by the Board of Directors shall be and remain, until paid, a lien upon and against said lots, condominium parcels, or other fee interest, provided such liens shall not be effective against any person, firm or corporation contracting, purchasing, extending

credit upon or otherwise dealing with the lot, or other fee interest, unless and until notice of such lien is recorded by the corporation in the Public Records of Palm Beach County, Florida. The cost of recording and of enforcement, including reasonable attorney's fees, and attorney's fees in appellate proceedings, shall be added to the lien.

The corporation shall have no interest in any funds received by or through assessments except to the extent necessary to carry out the powers vested in it as agent for said members by these Articles and by the aforementioned Declaration of Covenants and Restrictions.

ARTICLE XI
INDEMNIFICATION

The corporation may indemnify any director or officer, and his personal representative, against the reasonable expense, including attorney's fees, judgments, fines, and amount paid in settlement, whether or not with court approval, actually and necessarily incurred by him in connection with the defense or settlement of any civil or criminal claim, action, suit, or proceeding, including one to impose a final penalty, brought or threatened to be brought against him by reason of his or her testator, or intestate, being or having been such a director or officer, or in connection with an appeal therein, unless he, or his testator, in intestate shall be finally adjudged, in such action or proceeding to be liable for willful misfeasance or malfeasance in the performance of his duties. No amount shall be paid in settlement without court approval, unless independent legal counsel shall advise the corporation that, in the opinion of said counsel, the matter involved in such action, suit, or proceeding did not constitute willful misfeasance or malfeasance in the performance of his duties by such officer or director, or by his testator or intestate. A conviction or judgment (whether based on a plea of nolo contendere or its equivalent or after trial) shall not of itself be deemed an adjudication of such director or officer or testator or intestate has been

guilty of willful misfeasance or malfeasance in the performance of his duties. An application for indemnification pursuant to this article shall be made to the Board of Directors of the corporation. Upon receipt of any such application, the Board shall determine whether, under the circumstances of such claim, action, suit, or proceeding, any indemnity payments shall be made by resolution adopted by a majority of a quorum of the Board of Directors without counting for such majority or quorum any interested Director, or, in the event that no quorum of disinterested Directors is available, adopted by a majority of a group of three or more persons appointed by a majority of disinterested members of the Board. Any determination under this section that a payment by way of indemnity should be made shall be binding upon the corporation and its members.

ARTICLE XII
AMENDMENTS

1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a three-fourths vote of those present.
2. Amendments may also be made at a regular meeting of the membership upon notice given, as provided by the By-Laws of intention to submit such amendments.
3. Until December 31, 1979 or until KIRKWOOD TOWNHOMES, INC., a Florida corporation, has elected to terminate its control of the corporation, or until the sale of more than 75% of the Assessment Units, whichever shall occur first, these Articles of Incorporation may be amended by the vote of a majority of the Board of Directors without membership approval, and no amendment made prior to said date pursuant to Sections 1 and 2 above shall be effective without the consent of the Board of Directors.
4. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages. No amendment shall change the rights and privileges of the Developer without the Developer's written approval. In the event that (a) a Construction Lender, its successors or assigns, acquires

title to any property for which this corporation is the Property Owners Association, or any portion of said property by foreclosure (including sale under the terms of any Deed of Trust or by Deed in Lieu of Foreclosure or by any other method) or (b) at a foreclosure sale a third party acquires title to said property, or any portion thereof, the proceeds of which are applied to satisfy the indebtedness of the Developer to the Construction Lender, then the Construction Lender or such purchaser shall have all the rights, privileges, powers and benefits of the Developer under these Articles of Incorporation.

ARTICLE XIII
LOCATION

The location of this corporation shall be at 3003 South Congress Avenue, Palm Springs, Florida 33461.

ARTICLE XIV
SUBSCRIBERS

The names and post office addresses of each subscriber to these Articles of Incorporation are:

ROBERT A. SATTER	3003 South Congress Avenue Palm Springs, Florida 33461
GEORGE A. RAY	3001 South Congress Avenue Palm Springs, Florida 33461
ROBERT H. SPRINGER	3003 South Congress Avenue Palm Springs, Florida 33461

ARTICLE XV
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 3003 S. Congress Avenue, Palm Springs, Palm Beach County, Florida, and the name of the initial registered agent of this Corporation is Robert A. Satter.

IN WITNESS OF THE FOREGOING, we as Subscribers hereto have hereunto set our hands and seals and acknowledgment to be filed in the Office of the Secretary of State, the foregoing Articles of Incorporation, this 20th day of April, 1978.


ROBERT A. SATTER, Individually and as
President of KIRKWOOD TOWNHOMES, INC.

George A. Ray

GEORGE A. RAY
R. H. Springer

ROBERT H. SPRINGER

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 20TH day of APRIL, 1978, personally came and appeared before me the undersigned authority, ROBERT A. SATTER, as President of KIRKWOOD TOWHOMES, INC., a Florida corporation, and as an Individual, and GEORGE A. RAY, JR. and ROBERT H. SPRINGER, all to me well known to be the person(s) of that name described in and who executed the foregoing Articles of Incorporation as Subscribers as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal on the day, month and year first above written.

Claudette J. Hall

Notary Public, State of Florida
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 5 1979
BONDED INTO GENERAL INV. UNDERWRITERS

EXHIBIT "A"

Plat of Kirkwood Townhomes, Recorded in Plat Book 34, Pages 9 and 10,
Palm Beach County, Florida.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48,091, Florida Statutes, the
following is submitted, in compliance with said Act:


First -- That KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the Articles of Incorporation
in the city of Palm Springs, County of
Palm Beach, State of Florida, has named

ROBERT A. SATTER

located at 3003 South Congress Avenue
in the city of Palm Springs, County of Palm Beach
State of Florida, as its agent to accept service of process within
this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply with
the provision of said Act relative to keeping open said office.

BY 
Resident Agent
ROBERT A. SATTER

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First -- That KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation in the city of Palm Springs County of Palm Beach, State of Florida, has named ROBERT A. SATTER located at 3001 South Congress Avenue in the city of Palm Springs, County of Palm Beach State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

BY 
Resident Agent
ROBERT A. SATTER

ARTICLE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF

FILED

AUG 2 4 46 PM '79

KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Article II, Section 4 of the Certificate of Incorporation of Kirkwood Townhomes Homeowners' Association, Inc. is amended to read as follows:

ARTICLE II

4. Insure compliance with the site plans of Kirkwood Townhomes and Kirkwood South.

2. Article V, Section 1 (b) of the Certificate of Incorporation of Kirkwood Townhomes Homeowners' Association, Inc. is amended to read as follows:

ARTICLE IV

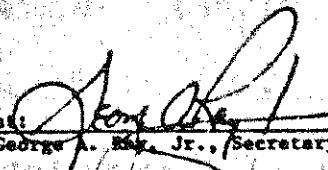
1. (b) Any and all owners of lots, or other fee interest in the Property subject to that certain Declaration of Covenants and Restrictions for Kirkwood Townhomes in the Public Records of Palm Beach County, Florida, in Official Record Book 2877, Page 1403, as amended in Official Record Book 3036, Page 1460.

3. The foregoing amendments were adopted pursuant to ARTICLE XII (3)

at a special meeting of the Board of Directors by a unanimous vote on April 16, 1979.

IN WITNESS WHEREOF the undersigned President and Secretary of this corporation have executed these Articles of Amendment on the 23rd day of July, 1979.


Robert A. Satter, President

Attest: 
George A. Ray, Jr., Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned officer, personally appeared ROBERT A. SATTER and GEORGE A. RAY, as President and Secretary, respectively, of KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a corporation under the laws of the State of Florida, and they acknowledged before me that they executed the above and foregoing Articles of Amendment as such officers and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at West Palm Beach in the County and State aforesaid, this the 23rd day of July, A. D., 1979.


Notary Public

My Commission Expires

My Commission Expires May 4, 1980

(SEAL)

FILED
JUN 19 4 20 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT Kirkwood Townhomes Homeowners Association, Inc.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF W.P.B.
(CITY)

STATE OF Fla., HAS NAMED Edward M. Abufarie
(STATE) (NAME OF REGISTERED AGENT)

LOCATED AT 2800 Kirk Rd Lake Worth, Fl.
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Lake Worth, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]
(CORPORATE OFFICER)

TITLE PRESIDENT

DATE 6/10/80

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE [Signature]
(REGISTERED AGENT)

DATE June 13, 1980

S/P 07/31/80

EXHIBIT

"A"

Prepared by Robert A. J. Her
Kirkwood Townhomes Inc
2326 S Congress Ave
Suite 3E
W. Palm Beach, FL 33406

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919 APR -5 AM 11:45

KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 5 day of April, 1979, by KIRKWOOD TOWNHOMES, INC., a Florida corporation, (hereinafter referred to, together with its successors and assigns as "Developer"), is intended to amend in their entirety the previous Declaration of Covenants, Restrictions and Easements recorded in Official Record Book 2877, Page 1403 through 1413, Public Records of Palm Beach County, Florida; and the previous restrictions filed are hereby declared to be null and void.

WITNESSETH:

WHEREAS, Developer is the owner of that certain parcels of real estate situate in the County of Palm Beach, State of Florida, which is described in Exhibit No. 1 attached hereto (hereinafter referred to as the "Property") and desires to create thereon several planned subdivisions with streets, open areas, recreational facilities, and other designated facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the said subdivision, to assure that said subdivision complies with the requirements of Palm Beach County, Florida, and to provide for the maintenance and administration of said streets, open areas, recreational facilities and other designated facilities, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "KIRKWOOD TOWNHOMES COVENANTS"), each and all of which is and are for the benefit of the Property and each owner of any portion thereof; and

WHEREAS, Developer has deemed it desirable that a property owners' association be delegated and assigned the powers of maintaining and administering the said streets, open areas, recreational facilities and other facilities and administering and enforcing the Kirkwood Townhomes Covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida as a corporation not for profit, KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW THEREFORE, Developer declares that the Property and each portion thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words and terms when used in this Declaration of Covenants (unless the context requires otherwise) shall have the following meanings:

(a) "Property Owners' Association" shall mean and refer to the Kirkwood Townhomes Homeowners' Association, Inc., a Florida corporation not for profit.

(b) "Plats" shall mean and refer to the Plat of Kirkwood Townhomes and the Plat of Kirkwood South, recorded in the Public Records of Palm Beach County, Florida, as the same may be from time to time amended.

(c) "Development Property" shall mean and refer to the entirety of the Property.

(d) "Developed Property" shall mean and refer, at any given time, to all portions of the Development Property which at such given time are owned by Assessment Unit Owners (as said term is defined in Article I, Section 1 (h) hereof as an appurtenance to or as an incident of their ownership of such Assessment Units (as said term is defined in Article I, Section (f) hereof).

(e) "Undeveloped Property" shall mean and refer, at any given time, to all portions of the Development Property which at such given time do not constitute a part of the "Developed Property".

(f) "Assessment Unit" shall mean and refer to a residential unit.

(g) "Residential Unit Owner" shall mean and refer to the record title holder, whether one or more persons or legal entities (including specifically, the Developer) of the fee simple title to any unit as set forth on the plats.

(h) "Assessment Unit Owner" shall mean and refer to the record title holder, whether one or more persons or legal entities (including specifically, the Developer), of the fee simple title to any Assessment Unit.

(i) "Dwelling House, Building". The words "Dwelling House" and "Building", wherever used in this Declaration shall be deemed and construed to include both the main portions of said structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches, or porticoes, and the like.

(j) "Lot". The word "Lot", wherever used in this Declaration means and refers to one of the numbered lots of land described in Article I, Section 1, Subsection (b) hereof, as shown on the plat hereinabove referred to. The numbers following the word "Lot" or "Lots" refer to the particular lot or lots so numbered on the aforesaid plats.

(k) "Said Plat". The words "Said Plat" wherever used in this Declaration mean and refer to the plats referred to in Article I, Section 1, Subsection (b).

(l) "Said Property". The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid Article I, Section 1, Subsection (b).

(m) "Setback". The term "Setback" wherever used in the Declaration means and refers to the distance between dwelling houses or other structures referred to and the street or side or rear lines of the particular lot.

(n) "Street". The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat, or contiguous to the property designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path or otherwise.

ARTICLE II THE PROPERTY OWNERS' ASSOCIATION

Section 1. Governance of Affairs. The Property Owners' Association is a corporation not for profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Property Owners' Association shall be governed by its Articles of Incorporation and its By-Laws.

Section 2. Membership. The members of the corporation shall be: (a) the Developer, who is Kirkwood Townhomes, Inc., a Florida corporation, its successors or assigns; and (b) any and all owners of lots, or other fee interests, in the property that is the subject of this Declaration of Covenants, Restrictions and Easements.

Section 3. Voting. Each residential lot shall be entitled to one vote regardless of the number of owners holding a record interest on said lot.

No Cumulative Voting. There shall be no cumulative voting on any vote by the members of the Property Owners' Association.

Section 4. Duties and Powers of the Property Owners' Association. Developer hereby assigns to the Property Owners' Association the duty and obligation and the sole exclusive power and right (provided that the Property Owners' Association may delegate any or all of said duties and powers to a management firm or other agents) to perform at its cost and expense each and all of the following:

(a) With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs, and cables) of any street lighting system in the subdivision, to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

(b) With respect to all parts (including but not limited to, pumps, pipes, and sprinkler heads) of any sprinkler system on lands dedicated to the Kirkwood Townhomes Homeowners' Association, hereafter installed on such lands, to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same, and to pay all costs of operating the same, including, but not limited to, costs of water and costs of electricity for pump operation.

(c) With respect to all recreational facilities and related items (including but not limited to swimming pool, tennis courts, fences, cabana baths, and equipment therefore) to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same and to operate and pay all costs of operating the same including, but not limited to, the costs of electricity, water, mechanical and chemical maintenance, and security.

(d) With respect to all lands dedicated to the Kirkwood Townhomes Homeowners' Association on the plats to provide grass cutting, tree and shrub care and replacement, and litter removal for same.

(e) To take and carry out all action reasonable, necessary and proper to enforce the protective covenants set forth in Article III of this Declaration of Covenants, including, when necessary, the commencement and maintenance of actions and suits to restrain and enjoin any breach or threatened breach of said covenant.

(f) To secure and maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the Property Owners' Association's performance of its duties as established by this Declaration of Covenants, which policies shall be in such reasonable amounts as the Property Owners' Association and its officers, directors, employees, and agents (including but not limited to, any management firm engaged by the Property Owners' Association) as insureds. Property insurance on each dwelling structure shall be maintained through the Association. Each home owner will be assessed as a portion of his maintenance for the insurance premium covering his dwelling structure which insurance shall be an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs.

(g) To secure and maintain, if available at reasonable cost, policies of directors' and officers' liability insurance, insuring the directors and officers of the Property Owners' Association against personal liability arising in connection with the performance of their official duties.

(h) To fix, establish, and collect Annual Assessments and Additional Assessments as provided in Article IV hereof.

(i) Maintenance and repair of all utility lines outside individual lot lines as further described in Article 5, Section 8.

(j) To perform any other act necessary or proper to carry out any of the foregoing specified duties and obligations or other duty or obligation expressly or impliedly established elsewhere in this Declaration of Covenants.

(k) To perform any other act not authorized by Article II, Section 4 (a) through (j) of this Declaration of Covenants but necessary or proper to promote the common health, safety, or welfare of the owners of the Property, provided that said act shall have been approved by a majority of the voting lots.

ARTICLE III RESTRICTIONS

Section 1. Animals, livestock, etc. No animals, livestock or poultry shall be raised, bred, or kept on any portion of the Property, except that dogs.

cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All household pets must be kept inside the residential unit or in its courtyard. If allowed outside these areas, pet must be kept under direct control by leash or other similar method.

Section 2. Garbage and refuse disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in proper sanitary containers. All incinerators or other equipment for the storage or disposal of such refuse shall be kept in a clean and sanitary condition.

Section 3. Property Purposes. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residential purposes.

Section 4. Private Dwelling. No building, other than an attached four-family dwelling shall be erected, constructed or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling for private use.

Section 5. Height. No dwelling more than two stories in height shall be erected, constructed or maintained on said property.

Section 6. Trees. No trees exceeding four (4) inches in diameter may be cut down, destroyed or removed from said property, except those trees necessary for the construction of a dwelling or whose continued presence will endanger a dwelling.

Section 7. Construction and Occupation. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of said Declaration.

Section 8. Temporary Buildings. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes provided, however, that this paragraph shall not be deemed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

Section 9. Businesses. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium, asylum, or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

Section 10. Vehicles. No trailers, detached campers, boats or trucks in excess of 3/4 ton capacity shall be kept or stored on any lot for more than 24 hours, nor may any of them be used for either temporary or permanent residential purposes.

Section 11. Storage. No lot shall be allowed to grow up in an unsightly condition or shall any lot be used as a junk yard or for storage of inoperable vehicles.

Section 12. Water Supply Systems. No individual water supply system shall be permitted on any lot except solely for irrigation purposes or other non-domestic use. This provision shall be suspended and shall not be enforceable in any period or periods of time during which the central water supply system is not being operated to the satisfaction of the State Board of Health.

Section 13. Sewage Disposal Systems. No individual sewage disposal system shall be permitted on any lot which central sewage disposal facilities

are supplied by the holder of a franchise for such facilities. This provision shall be suspended and shall not be enforceable in any period or periods of time during which the central sewage disposal system is not being operated to the satisfaction of the State Board of Health.

Section 14. Garbage Receptacles and Containers. No garbage receptacles or containers shall be permitted on any lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach or other applicable regulatory authority.

Section 15. Public Utility Services. No public utility services shall be transported from the lot line or any public utility easement to a dwelling or other structure except through underground pipes, conduits, or other underground connection.

Section 16. Exterior Electronic Receiving Devices. No electronic receiving devices shall be permitted. This includes, but is not limited to, television, radio or citizens band antennas. No such antennas or other receiving devices are necessary or permitted since a central system has been installed.

ARTICLE IV COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and agrees, and each owner by acceptance of a deed or other evidence of ownership of an Assessment Unit, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay to the Property Owners' Association:

(a) Annual Assessments (as said term is defined in Article IV, Section 3 hereof);

(b) Additional Assessments (as said term is defined in Article IV, Section 4 hereof);

such assessments to be fixed, levied, and collected from time to time as hereinafter provided. The Annual and Additional Assessments, together with such interest thereof and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge on the Property and shall be a continuing lien upon the Assessment Unit, against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Assessment Unit, at that time that the assessment was fixed as due and payable.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Property Owners' Association shall be used exclusively for the purpose of promoting the common health, safety and welfare of the Property and in particular for the performance of the duties of and exercise of the powers of the Property Owners' Association set forth in Article II, Section 4 (a) through (k) of this Declaration of Covenants.

Section 3. Amount and Basis of Annual Assessments.

(a) Not less than thirty (30) days prior to the commencement of each fiscal year, the directors of the Property Owners' Association shall estimate the costs and expenses, including a reasonable provision for contingencies, to be incurred by the Property Owners' Association during such fiscal year in the performance of the duties of and exercise of the powers of the Property Owners' Association set forth in Article II of this Declaration of Covenants. The amount of the costs and expenses estimated as aforesaid shall constitute the annual Property Owners' Association expense.

(b) The annual Property Owners' Association expense shall be charged, first to the Developer who shall be assessed a reasonable amount for the maintenance of all undeveloped lots, or uncompleted units as shown on the plats. The Developer shall have the right to determine such assessment in any reasonable manner. The balance of the expense shall be determined and shall be assessed to the owners of all completed (as evidenced by a certificate of occupancy) residential unit owners by allocating it to each unit owner in proportion to the square footage of his unit. The Developer shall be liable for his share of the assessments on any completed unit.

Section 4. Additional Assessments. If the Annual Assessment estimated at the commencement of any fiscal year shall for any reason prove to be insufficient to cover the actual expenses incurred by the Property Owners' Association during such fiscal year, the Property Owners' Association shall, at any time it deems necessary and proper, levy an additional assessment (the "Additional Assessment") against the Owners. Each Owner shall pay a share of each such Additional Assessment determined in accordance with Article IV, Section 3 hereof, as if the Additional Assessment were an Annual Assessment.

Section 5. Payment of Assessments.

(a) Annual Assessments shall be due and payable by the Owners to the Property Owners' Association in equal monthly installments on or before the first day of each month during the fiscal year, or in such other manner as the Property Owners' Association shall delegate.

(b) The date or dates upon which any Additional Assessments shall be due and payable shall be fixed in the resolution authorizing such assessment.

(c) The Property Owners' Association shall upon demand at any time furnish to any Owner liable for any Annual or Additional Assessment a certificate in writing signed by an officer of the Property Owners' Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Property Owners' Association. If any Annual or Additional Assessment or any installment of either is not paid on the date when due, then such assessment shall become delinquent, and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Assessment Unit, against which each such assessment is made, which shall bind such Assessment Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns or subsequent purchasers of the assessment unit.

If the delinquent assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, and the Property Owners' Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Assessment Unit, and there shall be added to the amount of such an assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee (including, but not limited to, attorney's fees for any appellate proceedings) to be fixed by the Court, together with the costs of the action.

Section 7. Subordination of the Lien of Assessments to First Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien and operation of any institutional mortgage which is intended to be a first lien mortgage now or hereafter placed upon any Assessment Unit (Institutional mortgage being defined as a mortgage placed by a bank, savings and loan, life insurance company or other similar financing source).

ARTICLE V
USE OF PROPERTY

Section 1. Maintenance of the Exteriors of the Buildings. No owner shall in any way deface or change the color of the exterior of his townhome. Exterior walls, roof and fencing around the courtyard are to be maintained by each homeowner in quality condition at all times. Failure to maintain the dwelling in such manner will result in a thirty (30) day notice to the owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the homeowner will be charged for the invoices delivered by such contractors together with any reasonable costs to the Association. Normal maintenance of the roof of the townhouse units, such as cleaning, recoating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the homeowners. The expense of such maintenance shall be born equally by the homeowners. In the event of damage or destruction.

Section 5. Construction. The Property Owners' Association shall have the right to construe and interpret the provisions of this Declaration of Covenants, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

Section 6. Severability. Invalidstion of any one of the Kirkwood Townhomes Covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Attorneys' Fees. In the event that it is necessary for the Property Owners' Association to engage an attorney to enforce these restrictions with or without suit and whether or not the violation is one for nonpayment of assessments, said Property Owners' Association shall be entitled to reasonable attorneys' fees, including fees on appeal.

Section 8. Approval of Plans and Location of Structures and Landscape. Acting as an architectural and landscape review committee, the Board of Directors must approve any structure or landscaping to be done outside the original structure. The project being a planned development, no building or outbuilding with the exception of replacing a unit destroyed or damaged by fire, windstorm, etc., will be allowed to be constructed.

Section 9. Maintenance of Utility Lines and Equipment. It is expressly determined and agreed that the Property Owners' Association will be responsible for servicing and maintaining all common utility services, more particularly described as water and sewer service.

(a) With respect to all parts (including but not limited to pipes, valves, meters, hydrants, and other related equipment) of the water distribution system existing on the developed property; but lying outside any individual lot. This includes all of the system not accepted for ownership and maintenance by a governmental unit.

(b) With respect to all parts (including but not limited to all gravity mains, manholes, force mains, lift station, and all associated pumps, valves and piping) of the sewer collection system existing on the developed property but lying outside any individual lot. This includes all of the system not accepted for ownership and maintenance by a governmental unit.

Section 10. Setbacks and Free Spaces of Buildings. No building and no addition to any building, and no structure or object shall be erected, placed or maintained on any lot without complying with the applicable county building and/or zoning codes and the specific restrictions regarding Kirkwood Townhomes.

Section 11. Area Improvements and Construction Materials, Off-Site Parking. No dwelling house having a main living area of less than 1200 square feet exclusive of porches, terraces, porticoes, patios, and garages shall be erected, constructed or maintained on any lot.

Section 12. Lots.

(a) Not more than one dwelling unit shall be erected, constructed or maintained upon any one lot or upon any building site consisting of one or more lots, all of one lot and part of another or of contiguous parts of two which will form an integral unit of land suitable for use as a building site for a dwelling. No re-subdivision shall be permitted except as aforesaid.

(b) Declarant reserves the right, so long as it owns undeveloped lots in the subdivision, to care for vacant and unimproved lots and said property, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and to remove any unsightly and obnoxious things therefrom and to do all other things and perform all labor necessary or desirable in the judgment of the Declarant to keep the property and the land contiguous and adjacent thereto in a neat and clean condition and to charge the cost thereof against the then Owners of said lot or lots.

Section 13. Party Walls. Developer hereby states that the assessment units shall have a common wall and boundary between them. Such wall is 8 inches thick and is constructed of cement block (CBS). Each townhouse unit shall be a separate unit and shall be considered as being connected by the common party wall. The Developer desires to settle all questions relating to the ownership and use of the common wall.

which is confined to the roof area wholly within the dimensions of one townhouse unit, the repair or replacement shall be at the expense of said townhouse unit owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one homeowner, such negligent owner shall bear the entire cost of repair or replacement. If any homeowner shall neglect or refuse to pay his share, or all such costs in case of negligence or willfulness conduct, any other affected homeowner may have such roof repaired or replaced and shall be entitled to a lien on the townhouse of the other homeowner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a homeowner shall give, or shall have given, a mortgage or mortgages upon his property, then the mortgagee shall have the full right in his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the homeowner. The Association shall have the right to file a lien for nonpayment of such charges in which event the homeowner shall be responsible for attorneys' fees and costs.

Section 2. Conveyances. In order to assure a community of happy residents and thus protect the value of the development, the sale or lease of townhouse units shall be subject to the following provisions:

(a) The townhouse unit owner shall notify the Association in writing of his intention to either sell or lease his townhouse unit and to furnish with such notification a copy of the contract for sale or lease whichever is applicable.

(b) Upon receipt of the aforementioned, the Association shall without delay issue a certificate indicating the Association acknowledges notification of the transfer. Said certificate does not need to be recorded. The new purchaser shall then sign a statement acknowledging that he is taking title subject to the rules and regulations of the Association and that he has received a copy of the same. The Association shall then retain one signed copy in the Association records and furnish one copy to the purchaser.

(c) It is not the intention of this Article to grant the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intention of this paragraph to impose an affirmative duty on the townhouse unit owner to keep the Property Owners' Association fully advised of any changes in occupancy or ownership for the purpose of facilitating the management of the Association's membership records. In the event that the Association is notified that a transfer has taken place of which it was not informed, the Association may pay an attorney or a title company a reasonable fee to determine the occupant or title holder of the property in question and the cost of this search shall be charged to the unit and shall become a lien which is enforceable as set forth in the Declaration of Covenants and Restrictions.

ARTICLE VI GENERAL PROVISIONS

Section 1. Amendment. All of any part of the Kirkwood Townhomes Covenants may be amended or terminated by filing of record a statement setting forth the amendment or termination signed by at least three fourths (3/4) of the owners of the assessment units, provided, however, that if the amendment would prejudice the right of any mortgagee said mortgagee must consent to the amendment.

Section 2. Binding Effect. The Kirkwood Townhomes Covenants shall run with and bind the property and shall inure to the benefit of and be enforceable by the Property Owners' Association, any Owner, or their respective legal representatives, heirs, successors and assigns.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration of Covenants shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Property Owner's Association at the time of such mailing.

Section 4. Enforcement. Enforcement of the Kirkwood Townhomes Covenants shall be by any proceeding of law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Assessment Unit to enforce any

(a) Party Wall Declaration. The above-described walls are party walls and assessment unit owners of adjoining party walls shall have the right to use it jointly.

(b) Use of Wall. Each assessment unit owner shall be privileged to use the subject party wall in conjunction with his or her occupation of adjoining assessment units. However, no openings may be cut in the wall, and wall may be put to no use that will impair its strength or injure the assessment unit of the adjoining assessment unit owner.

(c) Repairs or Re-Construction. If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the attendant expense shall be borne by the adjoining assessment unit owners in proportion to the extent of their use of the wall, or proportion thereof affected, at the time, except that the assessment unit owners may agree in writing on any other means of sharing the expense that is reasonable at the time. Subject to any written agreement of the assessment unit owners to the contrary, any reconstruction of the wall shall be on the same location as the existing wall, and the reconstructed wall shall be one of the same or similar material of the same quality as used in the existing wall, provided that such modifications in building materials as may be required by any then applicable building code or regulation shall be allowed.

(d) Such easements are reserved through Buildings constructed on the property described on the Plats of Kirkwood Townhomes as may reasonably be required in order to properly service the Buildings and to make proper repairs as per the provisions of their section; provided; however, that such easements through the Buildings and Assessment Units shall be only according to the plans and specifications for the Buildings or as the Building is constructed, unless approved in writing by the affected adjoining Assessment Unit Owners.

(e) Location of Party Walls. The party walls are to be located on an imaginary line as shown on the plats. However, it is recognized that often such walls are not located exactly on the property line and an easement is hereby declared to the extent of any discrepancy.

Section 14. Members Equity. The percentage of ownership or equity of each member in any property owned by the Property Owners' Association shall be in the same percentage that such unit shares in the common expenses. Provided, however, that the members ownership or equity in the Association can not be conveyed, transferred, sold, assigned or hypothecated in any manner, except as an appurtenance to his lot, said funds, assets and property of the Association belongs solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized in the Article of Incorporation and in the By-Laws of the Association, and in these protective covenants, and in no event shall any suit for petition or accounting be had of or for the funds, assets, or property of the Association.

Section 15. Modification of Declaration. Kirkwood Townhomes, Inc., hereby reserves the right to modify, revise, alter, or amend this Declaration at any time up to and including December 31, 1982.

IN WITNESS WHEREOF, the said Kirkwood Townhomes, Inc., a Florida corporation, has caused this Declaration of Covenants to be duly executed the day and year first above written.

WITNESSES:

Cynthia J. Williams
R. Monique Majors
Cynthia J. Williams
R. Monique Majors

KIRKWOOD TOWNHOMES, INC.

By: [Signature]
ROBERT A. SATTER, President

Attest: [Signature]
GEORGE A. RAY, Secretary

(SEAL)



FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration of Covenants.

IN WITNESS WHEREOF, the KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed by its Secretary, this 5th day of April, 1979.

WITNESSES:

Cynthia J. Williams
R. Monique Majors
Cynthia J. Williams
R. Monique Majors

KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
ROBERT A. SATTER, President

Attest: [Signature]
GEORGE A. RAY, Secretary

(SEAL)



STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

BEFORE ME, the undersigned authority, personally appeared ROBERT A. SATTER and GEORGE A. RAY, the President and Secretary respectively of KIRKWOOD TOWNHOMES, INC., a Florida corporation not for profit, to me well known to be the persons described in and who executed the foregoing instrument, and who acknowledged before me that they executed such instrument as their free act and deed.

WITNESS my hand and official seal at the County and State last aforesaid, this 5th day of April, 1979.

Cynthia J. Williams
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires December 20, 1982
Bonded thru Maynard Bonding Agency



KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

APPENDIX "A"

Legal Description, Kirkwood Townhomes

The North 595 feet of the South 1025 feet of the West 333.2 feet LESS the West 25 feet for Kirk Road R/W of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida.

Also known as the plat of Kirkwood Townhomes as recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Legal Description, Kirkwood South

The North 390 feet of the South 430 feet of the East 308.20 feet of the West 333.20 feet of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida.

Also known as the plat of Kirkwood South as recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

OFF REC 3036 PG 1670

Palm Beach County, Fla
Debra J. Dunbar
Clerk Circuit Court

KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 9th day of June, 1978, by KIRKWOOD TOWNHOMES, INC., a Florida corporation, (hereinafter referred to, together with its successors and assigns as "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of that certain parcel of real estate situate in the County of Palm Beach, State of Florida, which is described in Exhibit No. 1 attached hereto (hereinafter referred to as the "Property") and desires to create thereon a planned subdivision known as KIRKWOOD TOWNHOMES with streets, open area, recreational facilities, and other designated facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the said subdivision, to assure that said subdivision complies with the requirements of Palm Beach County, Florida, and to provide for the maintenance and administration of said streets, open areas, recreational facilities and other designated facilities, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth (hereinafter collectively referred to as the "KIRKWOOD TOWNHOMES COVENANTS"), each and all of which is and are for the benefit of the Property and each owner of any portion thereof; and

WHEREAS, Developer has deemed it desirable that a property owners' association be delegated and assigned the powers of maintaining and administering the said streets, open areas, recreational facilities and other facilities and administering and enforcing the Kirkwood Townhomes Covenants and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida as a corporation not for profit, KIRKWOOD TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer declares that the Property and each portion thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words and terms when used in this Declaration of Covenants (unless the context requires otherwise) shall have the following meanings:

(a) "Property Owners Association" shall mean and refer to the Kirkwood Townhomes Homeowners' Association, Inc., a Florida corporation not for profit.

(b) "Plat of Kirkwood Townhomes" shall mean and refer to that certain plat of Kirkwood Townhomes recorded in Plat Book 34 Pages 109 - 110, Public Records of Palm Beach County, Florida, as the same may be from time to time amended.

(c) "Development Property" shall mean and refer to the entirety of the Property.

(d) "Developed Property" shall mean and refer, at any given time, to all portions of the Development Property which

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2003 S. Congress Ave.
Palm Springs, Florida 33461

at such given time are owned by Assessment Unit Owners (as said term is defined in Article I, Section 1(h) hereof as an appurtenance to or as an incident of their ownership of such Assessment Units (as said term is defined in Article I, Section (f) hereof).

(e) "Undeveloped Property" shall mean and refer, at any given time, to all portions of the Development Property which at such given time do not constitute a part of the "Developed Property".

(f) "Assessment Unit" shall mean and refer to a residential unit.

(g) "Residential Unit Owner" shall mean and refer to the record title holder, whether one or more persons or legal entities (including specifically, the Developer) of the fee simple title to any unit as set forth in the plat of Kirkwood Townhomes.

(h) "Assessment Unit Owner" shall mean and refer to the record title holder, whether one or more persons or legal entities (including specifically, the Developer), of the fee simple title to any Assessment Unit.

(i) "Dwelling House, Building". The words "Dwelling House" and "Building", wherever used in this Declaration shall be deemed and construed to include both the main portions of said structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches, or porticoes, and the like.

(j) "Lot". The word "Lot", wherever used in this Declaration means and refers to one of the numbered lots of land described in Article I, Section 1, Subsection (b) hereof, as shown on the plat hereinabove referred to. The numbers following the word "Lot" or "Lots" refer to the particular lot or lots so numbered on the aforesaid plat.

(k) "Said Plat". The words "Said Plat" wherever used in this Declaration mean and refer to the plat referred to in Article I, Section 1, Subsection (b).

(l) "Said Property". The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid Article I, Section 1, Subsection (b).

(m) "Setback". The term "Setback" wherever used in the Declaration means and refers to the distance between dwelling houses or other structures referred to and the street or side or rear lines of the particular lot.

(n) "Street". The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat, or contiguous to the property designated on said plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path or otherwise.

ARTICLE II

The Property Owners' Association

Section 1. Governance of Affairs. The Property Owners' Association is a corporation not for profit incorporated under the laws of the State of Florida, and charged with the duties and empowered with the rights set forth herein. The affairs of the Property Owners' Association shall be governed by its Articles of Incorporation and its By-Laws.

PAGE TWO

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Section 2. Membership. The members of the corporation shall be: (a) the Developer, who is Kirkwood Townhomes, Inc., a Florida corporation, its successors or assigns; and (b) any and all owners of lots, or other fee interests, in the property that is the subject of this Declaration of Covenants, Restrictions and Easements.

Section 3. Voting. Each residential lot shall be entitled to one vote regardless of the number of owners holding a record interest on said lot.

No Cumulative Voting. There shall be no cumulative voting on any vote by the members of the Property Owners' Association.

Section 4. Duties and Powers of the Property Owners' Association. Developer hereby assigns to the Property Owners' Association the duty and obligation and the sole exclusive power and right (provided that the Property Owners' Association may delegate any or all of said duties and powers to a management firm or other agents) to perform at its cost and expense each and all of the following:

(a) With respect to all parts (including, but not limited to, poles, standards, fixtures, transformers, wires, bulbs, and cables) of any street lighting system in the subdivision, to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same and to operate and to pay all costs of operating the same, including, but not limited to, costs of electricity.

(b) With respect to all parts (including but not limited to, pumps, pipes, and sprinkler heads) of any sprinkler system on lands dedicated to the Kirkwood Townhomes Homeowners' Association, in the plat of Kirkwood Townhomes hereafter installed on such lands, to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same, and to pay all costs of operating the same, including, but not limited to, costs of water and costs of electricity for pump operation.

(c) With respect to all recreational facilities and related items (including but not limited to swimming pool, tennis courts, fences, cabana baths, and equipment therefore) to maintain the same in good order and repair, to make all replacements and renewals necessary to so maintain the same and to operate and pay all costs of operating the same including, but not limited to, the costs of electricity, water, mechanical and chemical maintenance, and security.

(d) With respect to all lands dedicated to the Kirkwood Townhomes Homeowners' Association in the plat of Kirkwood Townhomes to provide grass cutting, tree and shrub care and replacement, and litter removal for same.

(e) To take and carry out all action reasonable necessary and proper to enforce the protective covenants set forth in Article III of this Declaration of Covenants, including, when necessary, the commencement and maintenance of actions and suits to restrain and enjoin any breach or threatened breach of said covenant.

(f) To secure and maintain policies of insurance against claims for personal injury (including death) or property damage arising out of the Property Owners' Association's performance of its duties as established by this Declaration of Covenants, which policies shall be in such reasonable amounts as the Property Owners' Association and its officers, directors, employees, and agents (including, but not limited to, any management firm engaged by the Property Owners' Association) as insureds.

(g) To secure and maintain, if available at reasonable cost, policies of directors' and officers' liability insurance, insuring the directors and officers of the Property Owners' Association against personal liability arising in connection with the performance of their official duties.

(h) To fix, establish, and collect Annual Assessments and Additional Assessments as provided in Article IV hereof.

(i) Maintenance and repair of all utility lines outside individual lot lines as further described in Article 5, Section 6.

(j) To perform any other act necessary or proper to carry out any of the foregoing specified duties and obligations or other duty or obligation expressly or impliedly established elsewhere in this Declaration of Covenants.

(k) To perform any other act not authorized by Article II, Section 4(a) through (j) of this Declaration of Covenants but necessary or proper to promote the common health, safety, or welfare of the owners of the Property, provided that said act shall have been approved by a majority of the voting lots.

ARTICLE III RESTRICTIONS

Section 1. Animals, livestock, etc. No animals, livestock or poultry shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All household pets must be kept inside the residential unit or in its courtyard. If allowed outside these areas, pet must be kept under direct control by leash or other similar method.

Section 2. Garbage and refuse disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in proper sanitary containers. All incinerators or other equipment for the storage or disposal of such refuse shall be kept in a clean and sanitary condition.

Section 3. Property Purposes. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residential purposes.

Section 4. Private Dwelling. No building, other than an attached four-family dwelling shall be erected, constructed or maintained on said property, nor shall any building constructed or erected on said property be used for any purpose other than a private dwelling for private use.

Section 5. Height. No dwelling more than two stories in height shall be erected, constructed or maintained on said property.

Section 6. Trees. No trees exceeding four (4) inches in diameter may be cut down, destroyed or removed from said property, except those trees necessary for the construction of a dwelling or whose continued presence will endanger a dwelling.

Section 7. Construction and Occupation. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction, or until made to comply with all requirements of said Declaration.

Section 8. Temporary Buildings. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted or maintained on any lot, and no outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes, provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

Section 9. Businesses. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school,

kindergarten, nursery school, sanitarium, asylum, or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

Section 10. Vehicles. No trailers, detached campers, boats or trucks in excess of 3/4 ton capacity shall be kept or stored on any lot for more than 24 hours, nor may any of them be used for either temporary or permanent residential purposes.

Section 11. Storage. No lot shall be allowed to grow up in an unsightly condition or shall any lot be used as a junk yard or for storage of inoperable vehicles.

Section 12. Water Supply Systems. No individual water supply system shall be permitted on any lot except solely for irrigation purposes or other non-domestic use. This provision shall be suspended and shall not be enforceable in any period or periods of time during which the central water supply system is not being operated to the satisfaction of the State Board of Health.

Section 13. Sewage Disposal Systems. No individual sewage disposal system shall be permitted on any lot which central sewage disposal facilities are supplied by the holder of a franchise for such facilities. This provision shall be suspended and shall not be enforceable in any period or periods of time during which the central sewage disposal system is not being operated to the satisfaction of the State Board of Health.

Section 14. Garbage Receptacles and Containers. No garbage receptacles or containers shall be permitted on any lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach or other applicable regulatory authority.

Section 15. Public Utility Services. No public utility services shall be transported from the lot line or any public utility easement to a dwelling or other structure except through underground pipes, conduits, or other underground connection.

Section 16. Exterior Electronic Receiving Devices. No electronic receiving devices shall be permitted. This includes, but is not limited to, television, radio or citizens band antennas. No such antennas or other receiving devices are necessary or permitted since a central system has been installed.

ARTICLE IV COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants and agrees, and each owner by acceptance of a deed or other evidence of ownership of an Assessment Unit, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay to the Property Owners' Association:

(a) Annual Assessments (as said term is defined in Article IV, Section 3 hereof);

(b) Additional Assessments (as said term is defined in Article IV, Section 4 hereof);

such assessments to be fixed, levied, and collected from time to time as hereinafter provided. The Annual and Additional Assessments, together with such interest thereof and costs of collection thereof as hereinafter provided, shall be and are hereby made, deemed and imposed as a charge on the Property and shall be a continuing lien upon the Assessment Unit, against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter