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RETURN TO:
TOWN & COUNTRY TITLE, INC.
7301 W. PALMETTO PARK RD.
SUITE 203
BOCA RATON, FL 33433

EXHIBIT "4"

DECLARATION OF COVENANTS
FOR
FAIRFIELD AT BOCA

INTRODUCTION

FAIRFIELD COMMUNITIES, INC., is the owner of a tract of land located in Palm Beach County, Florida, and described in Exhibit "A" to this document. The tract of land is referred to as "Fairfield at Boca" in this document. FAIRFIELD COMMUNITIES, INC., is called the "Developer" in this document. The date of this document is December 13, 1985.

DEVELOPMENT PLAN

Fairfield at Boca is a planned unit development (P.U.D.) located in Palm Beach County, Florida. The land plan for Fairfield at Boca property contemplates a variety of residential land uses including, without limitation, cluster homes, townhomes, and condominium units. The land plan contemplates recreation and open spaces, sanitary sewer, drainage and water services and private streets.

To protect land values and to preserve the integrity of Fairfield at Boca, Developer anticipates that subdivisions and condominiums being developed in Fairfield at Boca will be subjected to land use restrictions and architectural controls at the time they are developed. To enforce these restrictions and to provide the services needed by each development within Fairfield at Boca, the Developer intends to create an owners' association for each subdivision and condominium in Fairfield at Boca. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Fairfield at Boca Community, the Developer will create an overall Master Association. The members of the Master Association shall be owners of lots and condominium units in each subdivision and condominium in Fairfield at Boca which is subject to these Covenants.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the lots within "Court Homes I" and the condominium parcels in Carriage Houses I, a Condominium, which are described in Exhibit "B", to the provisions contained in this document. **NO OTHER PORTION OF FAIRFIELD AT BOCA IS SUBMITTED OR SUBJECT TO THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS DOCUMENT AT THIS TIME.** Developer anticipates that other parts of Fairfield at Boca may be subjected to the provisions of this document when those portions are ready for development; however, Developer is not required to subject those parts of Fairfield at Boca to the provisions of these Covenants.

After this document is recorded in the public records, Court Homes I Subdivision and Carriage Houses I, a Condominium, shall be conveyed and occupied subject to all matters contained in this document. The provisions of this document shall run with title to the land and shall be binding on the Developer and all parties acquiring any interest in Court Homes I Subdivision or Carriage Houses I, a Condominium, after this document is recorded in the public records. If other parts of Fairfield at Boca are subjected to the provisions of this document, persons acquiring any interest in those parts of Fairfield at Boca will also be bound by the provisions of this document.

ARTICLE I
DEFINITIONS

Section 1.1. Condominium: Carriage Houses I, a Condominium, and each other portion of Fairfield at Boca submitted to the condominium form of ownership and subjected to these Covenants.

Section 1.2. Covenants: Declaration of Covenants for Fairfield at Boca.

Section 1.3. Master Association: Fairfield at Boca Association, Inc., its successors and assigns.

Section 1.4. Members: Collectively, the Class A Members and Class B Members of the Association as described in the Articles of Incorporation for the Master Association.

Prepared by and return to:
LYNDA R. AYCOCK
Kent, Watts & Durden, P.A.
P. O. Box 4700
Jacksonville, Florida 32201

Section 1.5. Owner: A person who is a record owner of a Parcel.

Section 1.6. Common Property: Those portions of the Property which are dedicated to or conveyed to the Master Association from time to time by the Developer and are available for use by the Owners, including without limitation, the surface water management system within the Common Property as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, when conveyed to the Master Association. The initial Common Property to be conveyed to the Master Association is described in Exhibit "C". The initial Common Property will be conveyed to the Master Association before the conveyance of the first Parcel to an Owner.

Section 1.7. Resident: Any person occupying a residence or living unit on a Parcel.

Section 1.8. Parcel: Each portion of Fairfield at Boca which is subjected to these Covenants and designated on the site plan for the Subdivision or Condominium for occupancy by a single family including, without limitation, each lot and condominium unit.

Section 1.9. Subdivision: Court Homes I and each subsequent portion of Fairfield at Boca subjected to these Covenants which contains Parcels that are not condominium units.

ARTICLE II MUTUAL BENEFITS AND OBLIGATIONS

The Covenants are made for the mutual benefit of each and every owner of a Parcel. They are intended to create enforceable rights and obligations in favor of and against each Parcel, Owner and the Master Association. Each Owner, his or her guests, family, friends, and invitees shall comply with these Covenants while present within Fairfield at Boca.

ARTICLE III MASTER ASSOCIATION

Section 3.1. General Purpose: The Master Association is organized for the purpose of providing services and activities for the benefit of persons living in Fairfield at Boca. The Master Association has the right to perform any duty that any Owner or Subdivision Association in Fairfield at Boca fails to perform and to bring an action to compel a Condominium Association to perform its duties. The powers, rights and duties of the Master Association are contained in the Articles of Incorporation and By-Laws for the Master Association. In order to pay for the services it is authorized to provide, the Master Association will charge assessments against Parcels and their Owners. The assessments levied by the Master Association may be used for the purpose of (1) providing services and activities for the benefit of Fairfield at Boca; (2) providing security for Owners and their property; (3) maintaining and repairing the Common Property and property that prior covenants require Owners to maintain, including green belts, the lake, entry features, signage, street lighting, landscaping, the overall water and drainage system, and other areas and structures beneficial or useful to the Parcels; (4) providing for the payment of taxes and insurance on all property of the Master Association, and the repair and replacement of and additions to the property of the Master Association; (5) providing for the cost of labor, insurance, equipment, materials, management and supervision thereof; and (6) providing other services beneficial to the Owners as determined by the Board of Directors of the Master Association from time to time which are not provided by the respective associations for subdivisions and condominiums within Fairfield at Boca and for the purpose of carrying out the functions of the Master Association. The Board shall determine which services are to be provided from time to time and the extent of the service to be provided.

Section 3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally responsible for Assessments which fall due during the time such Owner owns the Parcel. The personal obligation of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Parcels are subject to a continuing lien to secure unpaid Assessments due to the Association in accordance with the provisions of these Covenants, whether or not the deed to the Parcel refers to these Covenants. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public records of Palm Beach County, Florida, stating the Parcel

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description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Parcel for unpaid Assessments after conveyance of the Parcel. The Master Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Master Association which sets forth the Assessments levied against an Owner and the Owner's Parcel and whether the Assessment has been paid. A properly executed certificate shall be binding on the Master Association as of the date of its issuance. The lien will remain in effect until all sums due to the Master Association have been fully paid.

Section 3.3. Annual Assessments. The Master Association shall fix the amount and the due date of the annual Assessment, the periods of collection, whether annually, semi-annually, quarterly or monthly. Initially, annual Assessments shall be payable in equal monthly installments. The Board shall notify the Owners of each Parcel of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform. The initial annual Assessment for fiscal year 1985 shall be One Hundred Eighty-one and 80/100 Dollars (\$181.80).

Section 3.4. Date of Commencement of Annual Assessments. The annual Assessment for each Parcel shall begin upon conveyance of the Parcel to a Class A Member. The first annual Assessment for each Parcel shall be made for the balance of the fiscal year of the Master Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by the Master Association at the time of such conveyance.

Section 3.5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Parcel to an Owner, the maximum annual Assessment shall be One Hundred Eighty-one and 80/100 Dollars (\$181.80).

Section 3.6. Special Assessments. The Master Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Master Association. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Master Association may levy or collect a special assessment to acquire a new capital improvement with the consent of the Class B Member if the cost of the improvements is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the assessment is approved by a vote of two-thirds (2/3) of the Class A Members of the Master Association and, if there is a Class B Member, the assessment is consented to by the Class B Member.

Section 3.7. Classes of Special Assessments. There are two (2) classes of Parcels for Special Assessment purposes:

- a. Class I -- All improved Parcels.
- b. Class II -- All Parcels which are not Class I Parcels.

Special Assessments for each Class shall be uniform. Special Assessments for each Class II Parcel will be not more than twenty-five percent (25%) of the Assessment for Class I Parcels.

A Parcel is "improved" upon issuance of a Certificate of Occupancy for the dwelling unit constructed on the Parcel.

Section 3.8. Effect of Non-payment of Assessment; Remedies of the Master Association. Any assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid. If the annual assessment is payable in installments, the Master Association may accelerate payment of the unpaid balance of the entire annual assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for assessments by non-use of Common Property or by abandonment of the Parcel owned by such Owner.

Section 3.9. Subordination of Lien to Mortgages. The lien of any assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Parcel made by a generally recognized institutional lender such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all assessments levied against the Parcel which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Parcel pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure.

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Section 3.10. Damage by Owners. The Owner of a Parcel shall be responsible for any expense incurred by the Master Association to repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. The expense shall be a part of the assessment to which the Owner's Parcel is subject and shall be due and payable in the same manner as annual assessments provided for in these Covenants.

ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 4.1. Owners' Easement of Enjoyment. Every Owner shall have a non-exclusive right and easement in common with others for the use and enjoyment of the Common Property. This easement shall be appurtenant to and shall pass with title to the Parcel owned by such Owner. All Owners shall have a privilege to use and enjoy the Common Property for as long as they are Owners. This right may be transferred to the residents of the Parcel if persons other than Owner.

Section 4.2. Reservation of Rights in Master Association. All the rights, easements and privileges granted in Section 4.1 are subject to:

4.2.1. The right of the Master Association to adopt and promulgate reasonable rules and regulations pertaining to the use of the Common Property and relating to the preservation of the Property of the Master Association, the safety and convenience of the Users thereof, and which shall promote the best interests of the Master Association and the Owners;

4.2.2. The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility or other improvement situated on any Open Spaces;

4.2.3. The right of the Master Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which an assessment against his Parcel remains unpaid, and for a period not to exceed sixty (60) days from the infraction of any of its published rules and regulations;

4.2.4. The right of the Master Association at any time to convey, dedicate to the public, or encumber all or any part of the Common Property, if authorized by the Class B Member until the Class B membership terminates or by two-thirds (2/3) of the Class A Members after termination of the Class B membership.

4.2.5. The right of the Master Association to grant easements and rights-of-way as it shall deem necessary, convenient, or appropriate for the proper servicing and maintenance of the Common Property or Parcels; and

4.2.6. The easements and restrictions described in Section 4.3.

Section 4.3. Restrictions and Easements. Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Property by Owners.

ARTICLE V MEMBERSHIP

Section 5.1. Members. Class A Members shall be Owners of Parcels other than Developer.

The Class B Member shall be the Developer.

Section 5.2. Termination of Class B Membership. The Class B membership shall terminate (a) when the Class B Member so designates in writing delivered to the Master Association, (b) five (5) years after conveyance of the first Parcel to a Class A Member, or (c) four (4) months after three hundred sixty (360) Parcels are owned by persons other than the Class B Member, whichever shall first occur.

Section 5.3. Representative Voting. If subdivision associations or condominium associations ("Subassociations") are created for the benefit of the Owners, such Subassociations shall, pursuant to their Articles of Incorporation and By-Laws, annually appoint a representative who shall, at all meetings of the membership of the Master Association and in all matters in which the members of the Master Association are permitted to vote, cast all of the votes allotted by the Declaration, the Articles and these By-Laws to the

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members of such Subassociations, respectively. Such representative shall be deemed to hold an irrevocable proxy empowering him to cast such votes for the one year term of his appointment.

ARTICLE VI THE ADDITION OF OPEN SPACES

Section 6.1. Additions to Common Property. Developer may from time to time during the development of Fairfield at Boca dedicate or convey real and personal property or interests therein to the Master Association. Real property conveyed by the Developer to the Master Association shall be Common Property.

Section 6.2. Permissible Conditions or Restrictions on Additional Common Property. Property conveyed to the Master Association as additional Common Property may be improved or unimproved land, land subject to permanent or periodic flooding, or land which is under water. The land may be conveyed subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utilities, sewer, rail transportation, and other public service facilities, and to other rights-of-way, easements, restrictions and agreements of record.

ARTICLE VII THE SUBMISSION OF ADDITIONAL PROPERTY

Additional portions of Fairfield at Boca may be subjected to the provisions of the Covenants without the consent of the Owners within ten (10) years after the date of this document by an instrument executed solely by the Developer and the owner of the land (if not Developer) in the manner required for the execution of deeds. After the instrument is recorded in the public records of Palm Beach County, the additional land shall be subject to the Covenants.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Duration. The Covenants shall run with and bind the land subject to these Covenants and shall remain in effect, inure to the benefit of and be enforceable by the Association, the Members, the Owners or any of them, their respective legal representatives, heirs, successors and assigns for a term of 20 years. Thereafter, the covenants will be automatically extended for additional 20 year periods unless terminated by the Members as provided herein. The Covenants can be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the President and Secretary of the Master Association upon affirmative vote (a) during the time there are two (2) classes of Members, by the Class B Member, or (b) after Class B membership terminates, by two-thirds (2/3) of the Members, provided that Section 3.9 shall not be amended except on vote of two-thirds (2/3) of the Class A Members.

Any amendment which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District and Trail East Property Owners Association, Inc. pursuant to covenants in O.R. Book 355, page 502, public records of Palm Beach County, Florida, as amended.

Section 8.2. Notices. Any notice required to be sent to any person pursuant to any provision of the Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to another address furnished to the Secretary of the Association by the person entitled to notice. The effective date of the notice shall be the date of mailing.

Section 8.3. Severability. Whenever possible, each provision of the Covenants shall be interpreted in a manner that is effective and valid. If any provision of the Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application. The provisions of the Covenants are declared to be severable.

Section 8.4. Disputes and Construction of Terms. If any dispute arises under the Covenants, or if any provision of the Covenants requires construction, the provision or dispute shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the matter an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies of its decision to all parties who noted their interest.

Section 8.5. Right to Alter Roadways and Paths. The Developer reserves the sole and absolute right at any time to redesignate, relocate or close any part of the private roadways and bike paths on the Property without the consent or joinder of any party so long as no Member is denied reasonable access to a public roadway by such redesignation,

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relocation or closure. In the event a road or pathway is redesignated, relocated or closed, the easement granted to each Member over the road or path as it previously existed shall terminate. The Association shall at the request of Developer reconvey the easement to Developer.

Section 8.6. Assignment of Developer's Rights. Developer reserves the right to assign all or any portion of its rights and privileges under this Declaration pro tanto, to any other person or entity.

FAIRFIELD COMMUNITIES, INC., a Delaware corporation, has properly executed these Covenants in its name by its respective duly authorized officers, and recorded these Covenants in the public records of Palm Beach County, Florida.

Signed, sealed and delivered in the presence of:

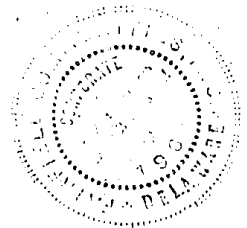
FAIRFIELD COMMUNITIES, INC.

Judith L. Duncan
[Signature]

By [Signature]
Authorized Signatory

Attest Bernie C. Buchan
Authorized Signatory

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF

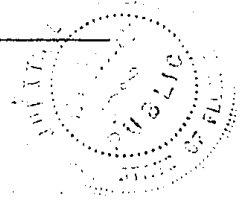
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Timothy D. Edmond and Bernie C. Buchan to me known to be Authorized Signatories of Fairfield Communities, Inc., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of January, 1986.

Judith L. Duncan
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 14, 1989
BONDED - THRU GENERAL INS. UND.



84758 P1309

EXHIBIT A

Parcel 1

A parcel of land lying in the Northeast one-quarter of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Parcel "A", CEDAR GROVE - P.U.D., according to the Plat thereof, as recorded in Plat Book 41, pages 39 and 40, Public Records of Palm Beach County, Florida; thence South $89^{\circ}51'25''$ West, along the Southerly line of said Parcel "A", a distance of 2249.39 feet to a point on the Easterly Right-of-Way line of Military Trail (State Road No. 809), as now laid out and in use, Recorded in Road Plat Book 4, pages 139 through 142, including Public Records of Palm Beach County, Florida, said point being further described as being on the arc of a circular curve to the left, whose radius point bears South $84^{\circ}19'35''$ East, from the last described point; thence Southerly and Westerly along the arc of said curve, along said Easterly Right-of-Way Line, having a radius of 1849.86 feet, an arc distance of 199.98 feet to the Point of Tangency, thence South $00^{\circ}31'13''$ East, along said Easterly Right-of-Way Line, a distance of 0.35 feet to a point on the Northerly line of the Lake Worth Drainage District L-47 Canal, said point being further described as being on the Southerly line of said Northeast one-quarter of Section 23; thence North $89^{\circ}51'25''$ East, along said lines, a distance 2260.44 feet to a point 247.50 feet, West of the East line of said Northeast one-quarter of Section 23, thence North $00^{\circ}35'30''$ West, along a line 247.50 feet West of, and parallel with, as measured at Right angles to said East line of the Northeast one-quarter of Section 23, a distance of 200.01 feet to the Southeast corner of said Parcel "A" and the Point of Beginning of this description.

Said lands situate, lying and being in Palm Beach County, Florida.

AND

Parcel 2

Parcel A, CEDAR GROVE, a Planned Unit Development, according to the plat thereof as recorded in Plat Book 41, pages 39 and 40 of the Public Records of Palm Beach County, Florida.

84758 P1310

84109 P1061

COPIES

Fairfield Communities
Job No. 84-095.1
BY: PM Chk
January 25, 1985
5, 1A

CARRIAGE HOUSES I,
A Condominium

DESCRIPTION

CONDOMINIUM AREA
CEDAR GROVE-P.U.D.
SEC. 23-47-42
PALM BEACH COUNTY, FLORIDA

Being a strip of land for condominium purposes, situated in Section 23,
Township 47 South, Range 42 East, Palm Beach County, Florida, more
particularly described as follows:

Commencing at the Northwesterly Corner of CEDAR GROVE P.U.D., recorded in
Plat Book 41, Pages 39 and 40, in the Public Records of said County;

thence SOUTH $54^{\circ} 30' 37''$ WEST, along the Easterly Right-of-Way Line of
MILITARY TRAIL (State Road 809 Road Plat Book 4, Pages 139-142 inclusive) a
distance of 264.67 feet;

thence SOUTH $35^{\circ} 29' 20''$ EAST, along a line, a distance of 26.00 feet;
to the POINT OF BEGINNING:

thence NORTH $54^{\circ} 30' 37''$ EAST, along a line parallel and 26.00 feet
Southeasterly of said Right-of-Way Line, a distance of 29.49 feet;

thence SOUTH $80^{\circ} 29' 23''$ EAST, along a line, a distance of 54.00 feet;

thence SOUTH $35^{\circ} 29' 23''$ EAST, along a line, a distance of 5.86 feet,

to a point on a curve, the tangent bears SOUTH $12^{\circ} 56' 14''$ WEST, at this point;

thence Southeasterly, along the arc of said curve, concave to the
Southeast, having a radius of 113.00 feet and a central angle of $16^{\circ} 10' 37''$,
a distance of 31.90 feet;

thence SOUTH $03^{\circ} 14' 23''$ EAST, along the tangent of said curve, a
distance of 25.00 feet, to the beginning of a curve;

Fairfield Communities
Job No. 84-095.1
BY: PM Chk
January 25, 1985
5, 1B



thence Southeasterly, along the arc of said curve, concave to the northeast, having a radius of 131.00 feet and a central angle of $69^{\circ}30'00''$, a distance of 158.90 feet;

thence SOUTH $72^{\circ}44'22''$ EAST, along the tangent of said curve, a distance of 25.00 feet, to the beginning of a curve;

thence Southeasterly and Southwesterly, along the arc of said curve, concave to the southwest, having a radius of 135.00 feet, and a central angle of $123^{\circ}10'00''$, a distance of 290.20 feet;

thence SOUTH $50^{\circ}25'37''$ WEST, along the tangent of said curve, a distance of 28.00 feet, to the beginning of a curve;

thence Southeasterly, along the arc of said curve, concave to the Southeast, having a radius of 83.00 feet and a central angle of $39^{\circ}08'12''$, a distance of 56.69 feet; the tangent bears NORTH $11^{\circ}17'25''$ EAST, at this point;

thence NORTH $78^{\circ}42'35''$ WEST, along a line, a distance of 20.79 feet;

thence NORTH $42^{\circ}34'01''$ WEST, along a line, a distance of 68.00 feet;

thence SOUTH $47^{\circ}25'59''$ WEST, along a line, a distance of 81.20 feet;

thence NORTH $42^{\circ}34'01''$ WEST, along a line, a distance of 23.37 feet;

thence SOUTH $78^{\circ}34'42''$ WEST, along a line, a distance of 157.39 feet;

thence NORTH $69^{\circ}37'12''$ WEST, along a line, a distance of 48.34 feet;

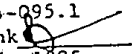
thence SOUTH $36^{\circ}11'59''$ WEST, along a line, a distance of 69.29 feet;

thence NORTH $40^{\circ}40'58''$ WEST, along a line, a distance of 43.12 feet;

thence NORTH $36^{\circ}11'59''$ EAST, along a line, a distance of 6.16 feet;

thence NORTH $40^{\circ}40'58''$ WEST, along a line, a distance of 37.02 feet;

thence NORTH $53^{\circ}40'01''$ WEST, along a line, a distance of 153.36 feet;

Fairfield Communities
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BY: PM Chk 
January 25, 1985
5, 1C



thence NORTH 04 17' 12" WEST, along a line, a distance of 50.00 feet,
to a point on a curve, the tangent bears SOUTH 39° 07' 51" WEST, at this point;

thence Northeasterly, along the arc of said curve, concave to the
southeast, having a radius of 1838.86 feet and a central angle of 00° 49' 20",
a distance of 26.39 feet, the tangent bears NORTH 39° 57' 11" EAST, at
this point;

thence NORTH 84° 32' 31" EAST, along a line, a distance of 21.48 feet,
to a point on a curve, the tangent bears SOUTH 40° 26' 01" WEST, at this
point;

thence Northeasterly, along the arc of said curve, concave to the
southeast, having a radius of 1823.86 feet and a central angle of 14° 04' 36",
a distance of 448.09 feet, to the POINT OF BEGINNING.

Containing 4.70+ Acres more or less.

84758 P1313

THIS SKETCH IS NOT A SURVEY
TO ACCOMPANY DESCRIPTION ONLY

This is not a certified copy



11/17/93...
This sketch is not a survey...
to accompany description only

SEC. 23 TWP. 47S RGE. 42E

	<p>GEE & JENSON ENGINEERS - ARCHITECTS - PLANNERS, INC. WEST PALM BEACH, FLORIDA</p>	<p>CARRIAGE HOUSES 1 A CONDOMINIUM FAIRFIELD AT BOCA BOCA RATON FLORIDA</p>	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>BY</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISION												
NO.	DATE	BY	REVISION																

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B4758 P1314

EXHIBIT "C"

COMMON PROPERTY:

Parcel C and Parcel J of Fairfield at Boca Plat No. One of Cedar Grove P.U.D., according to plat recorded in Plat Book 51, page 90 et seq of the public records of Palm Beach County, Florida.

This is not a certified copy

B4758 P1316

JOINER AND CONSENT

Barnett Bank of South Florida, N.A., th owner and holder of a mortgage recorded in Official Records Book 4575, page 1794 of the public records of Palm Beach County, Florida, joins in and consents to the foregoing Declaration of Covenants and Restrictions for Fairfield at Boca, and agrees that its rights under the mortgage shall be subject and subordinate to the provisions of the Declaration of Covenants and Restrictions for Fairfield at Boca.

Dated: December 13, 1985.

WITNESSES:

[Signature]
[Signature]

BARNETT BANK OF SOUTH FLORIDA
N.A.

BY: [Signature]
Phillip C. Fenner, Vice President

Attest: [Signature]
Ella L. Lindsay, Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing Joinder and Consent was acknowledged before me this 13 day of December, 1985, by Phillip C. Fenner as Vice President and Ella L. Lindsay as Assistant Secretary of Barnett Bank of South Florida, N.A., a national banking association, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
My commission expires: 8-27-88

B4758 P1317

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT