

AMENDED AND RESTATED
DECLARATION OF COVENANTS
FOR
FAIRFIELD AT BOCA

SUBSTANTIAL REWORKING OF ORIGINAL DECLARATION –
SEE CURRENT DECLARATION FOR CURRENT TEXT

FAIRFIELD AT BOCA is the Master Association governing a tract of land located in Palm Beach County, Florida, and described in Composite Exhibit “A” to this document. The tract of land is referred to as “Fairfield at Boca” in this document. FAIRFIELD AT BOCA is called the “Association” in this document.

DEVELOPMENT PLAN

Fairfield at Boca is a planned unit development (P.U.D.) located in the City of Boca Raton, Palm Beach County, Florida. The land plan for Fairfield at Boca property consists of a variety of residential land uses, including, without limitation, cluster homes, townhomes, condominium units and single family homes. The land plan includes recreation and open spaces, sanitary sewer, drainage and water services and private streets, and includes Carriage Houses of Fairfield Association, Inc., Grand Fairfield Homeowners Association, Inc., Court Homes Association, Inc., Court Homes Association No. 2, Inc., Court Homes Association No. 3, Inc., and Court Homes Association No. 4, Inc., Townhomes of Fairfield Association, Inc. and Townhomes II of Fairfield, Inc. (“Sub Associations”).

**ARTICLE I
DEFINITIONS**

1.1 “Act” or “Homeowner’s Association Act” means Chapter 720, as it now exists or as it may be amended from time to time, including the definitions therein contained. It is the express intent of this Declaration to incorporate Chapter 617 and Chapter 720 of the Florida Statutes, both as they are amended from time to time, (“Florida Statutes”) and the Florida Statutes are hereby so incorporated. In addition, in the event of a conflict between the language of this Declaration, and the Florida Statutes, the Florida Statutes shall govern. Similarly, the Florida statutes shall specifically supersede any language herein that conflicts with the Florida statutes, regardless of whether more specific language on a topic exists in the Declaration.

1.2 “Calendar Year” means from January 1 of the year through December 31 of that current year.

1.3 “Charge” means any legal or equitable indebtedness owed to the Association by the Owner or the Parcel other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by this Declaration.

1.4 “Commercial Vehicles”. No commercial vehicles are permitted to be parked anywhere on the Association’s Property. Without limitation, any vehicle with equipment attached to the exterior or anything hanging over or exposed or any vehicle with any lettering or other indicia of commercial enterprise is a commercial vehicle that may only be parked temporarily to provide service, during regular business hours to person(s) within the Association’s or Sub Association’s Property. All vehicles parked in violation hereof may be towed by the Association in compliance with Chapter 715 of the Florida Statutes, if approved by the Sub Association.

1.5 “Common Areas” or “Common Property” mean and include:

1.5.1 The portions of the Community not located on a Parcel, except for areas and items adjacent to the Parcel that service only one particular Parcel. These do not include Common Areas or Common Elements that are the exclusive property of any sub-association.

1.5.2 Any other parts of the Community designated as Common Areas by this Declaration, the Articles of Incorporation, the Bylaws or reasonably designated by the Association by majority vote of the Board of Directors.

1.6 “Common Expenses” means those expenses for which Parcel Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Areas and such other expenses as may be declared Common Expenses either by this Declaration, the Articles of Incorporation, the Bylaws or any expense whatsoever determined to be in the best interest of the Community by vote of a majority of the Board of Directors at any time. Common Expenses include, but are not limited to such items as cost of premiums for insurance premiums, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Parcels, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of the Community. The expenses of any cable, master antenna television, or communications services, if any, as defined in Florida Statutes 202.11, as may be amended from time to time, information services, or Internet services obtained pursuant to a contract may be considered a Common Expense, but only if so designated by the Board in the Association’s budget. Common Expenses also include (without limitation) reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, including a roving security vehicle if the Board so elects, which are reasonably related to the general benefit of the Owners. Common Expenses also include the expenses of any items or services required or recommended by any federal, state, or local governmental entity to be installed, or supplied to the Community by the Association. Without limiting the foregoing, the Board may reasonably designate any expense whatsoever that it deems is in the best interest of the Community as a common expense.

1.7 “Common Property” means those portions of the Property which are dedicated to or may in the future be conveyed to the Master Association from time to time 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 Common Property of the Master Association and all Sub Associations are described in Composite Exhibit “A”.

1.8 “Community” means the Master Association, Fairfield at Boca and all Sub Associations contained within.

1.9 “Condominium” means Carriage Houses I, a Condominium.

1.10 “Covenants” means the Declaration of Covenants for Fairfield at Boca, as amended and restated from time to time.

1.11 “Guest” means any person who is not the recorded Owner or a Tenant or a member of the recorded Owner’s or Tenant’s immediate Family, defined as “spouse, parents and grandparents, children, brothers and sisters, adopted, half and step-brothers and sisters,” who is physically present in, or occupies the home at the invitation of the Owner or other legally permitted occupant, defined as “a person with whom owner shares a living facility (home, house or parcel) with, in an arrangement

that is financial or otherwise, and is not an immediate family member,” for less than thirty (30) days during any calendar year, even where such occupancy is without any consideration, and as further defined herein.

1.12 “Institutional Mortgagee” shall mean and refer to a bank, savings and loan Association, insurance company, pension fund, agency of the United States Government, or Federal National Mortgage Association that holds a first mortgage against any Parcel. Institutional Mortgagee also only includes any of the above lending institutions holding a FIRST mortgage of record, where the mortgage of record properly identifies the lending institution that is holding the first mortgage in the text of the recorded mortgage on any property subject to this Declaration. Institutional Mortgagee shall also mean and include any subsequent assignee or holder of the first mortgage, but if and only if the subsequent assignee and holder of the first mortgage records the assignment of the mortgage in the public records prior to filing the foreclosure action. To the extent necessary to permit financing of a home by Fannie Mae or another mortgage holder, the Board is empowered (but not obligated) to determine in its sole discretion that it will record a subordination agreement that further subordinates the Association’s lien and/or expands the definition of an Institutional Mortgagee.

1.13 “Invitee” means a person or persons allowed entry or otherwise entering the Community on a temporary basis at the express or implied consent of the Owner.

1.14 “Lease” when used in the context of the renting of homes or parcels, means the grant by an Owner of a right of use of the Owner’s Parcel or home in exchange for consideration.

1.15 “Master Association” means Fairfield at Boca Association, Inc., its successors and assigns.

1.16 “Members” means collectively, the Members herein as described in the Articles of Incorporation for the Master Association. In the event of any conflict between the rights and duties of Members, as described herein and as described in the Articles of Incorporation for the Master Association, this Declaration shall control.

1.17 “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 their 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. All Owners shall provide the Association’s Secretary / Property Manager, a valid email for which the Association can provide notice of any Association business as would be provided for via United States Mail. In the event the email account is no longer valid, has been suspended or changed, it is the Owners responsibility to notify the Association’s Secretary / Property Manager and the Association will not be liable for any notice / document that the Owner failed to receive.

1.18 “Occupant” when used in connection with a home, means a person who is physically present in a home on two or more consecutive days, or any person who stays overnight or is present in the home for any period of time between the hours of 1:00 A.M. and 6:00 A.M.

1.19 “Owner” means the grantee(s) on the most recent deed recorded in the County records.

1.20 “Parcel” means 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 as single family home including, without limitation, each lot, parcel and condominium unit.

1.21 “Primary Occupant” means a natural person designated for occupancy of a home (residence, condominium unit, townhome) when title to the Parcel is held in the name of two or more persons who are not husband and wife or by a trustee or a corporation or other entity which is not a natural person.

1.22 “Resident(s)” means any person occupying a residence or living unit on a Parcel.

1.23 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Parcels, Common Area and Limited Common Areas, and the operation and administration of the Association, or in any way related to the Association’s Property subject only to any specific limits set forth in the Declaration of Covenants.

1.24 “Sub Association Amendments” must be submitted to Master Association for review and approval which cannot be unreasonably denied.

1.25 “Subdivision” means the lots and units within Carriage Houses Of Fairfield Association, Inc., Grand Fairfield Homeowners Association, Inc., Court Homes Association, Inc., Court Homes Association No. 2, Inc., Court Homes Association No. 3, Inc., Court Homes Association No. 4, Inc., Townhomes of Fairfield Association, Inc. and Townhomes II of Fairfield, Inc.

1.26 “Tenant” or “Lessee” means a person occupying a home or Parcel, other than the Owner, pursuant to either a verbal or written agreement, where said occupancy by the non-owner is in exchange for consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeable with the term “Lessee.”

STATEMENT OF GOVERNING LAW. This Community is governed by Chapters 720 and 617 of the Florida statutes, as it is amended from time to time. In the event of a conflict between this Declaration, and Chapters 720 and 617 as amended from time to time, Chapters 720 shall govern and shall be incorporated herein by reference. Without limitation, Chapters 720 as amended from time to time will trump and supersede all inconsistent provisions herein.

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

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, but not the obligation, to perform any duty that any Owner or Subdivision Association in Fairfield at Boca fails to perform, and/or to bring an action to compel a Condominium/Homeowner Association to perform its duties. The Master Association is under no obligation to compel any owner(s), their guest or invitee, as well as any Sub-Association, to comply with their Covenants should they fail to do so. 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 the community; (2) providing one gate house (manned or unmanned as may be determined by the Board of Directors from time to time) at the entrance of the community at Lennox Drive and Military Trail; (3) maintaining and repairing the Common Property and property that prior covenants require Sub-Associations to maintain, including green belts, the lake, entry features, signage, street lighting, landscaping, the drainage/storm water retention system, roads 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.

3.2. Assessments and Charges. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in these Covenants.

3.2.1. Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 3.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made. This liability is also without regard to whether the Association took title at its own foreclosure sale. For the purpose of this section, the Association's ownership shall be ignored when pursuing the amounts set forth in this subsection from the subsequent owner.

3.2.2. Default in Payment. Assessments and Charges, fines, and any installments thereof, not paid within fifteen (15) days from the date when they are due, shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors from time to time, which unless otherwise specified, and in the absence of Board specification, shall be \$25.00 late fee and interest at 5% interest per annum, or the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by Chapter 720 of the Florida Statutes, as it is amended from time to time, and if no such method is prescribed, then for the remainder of the fiscal or calendar year, whichever is greater.

Assessments and Charges, and installments thereof, not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Parcel for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including

but not limited to Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Act. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Covenants listed above. Upon payment in full, the Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

3.2.3. Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

3.2.4. Superior Lien. The Association has a first lien superior to all others (except those listed in 3.2.5) on each parcel for any unpaid Assessments or Charges on such parcel. The Association shall also have a first lien superior to all others for fines, so long as the aggregate total of all fines are One Thousand Dollars (\$1,000.00) or greater plus interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to Community Association Managers, incurred by the Association incident to the collection of the Assessment or Charge or fine or the enforcement of the lien. By way of example, if an owner has fifteen (15) unrelated fines of one hundred dollars (\$100.00) each, the total amount due of one thousand five hundred dollars (\$1,500.00) may be liened for. The lien is in effect until all sums secured by it have been fully paid. Once a lien is properly recorded by the Association, it must be paid in full before being released and the minimum lien threshold for fines does not apply if at the time of recordation, the threshold was met. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the Declaration originally recorded by the Association, which was recorded prior to the any Home being constructed or sold by the original Association. Upon payment in full, the Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges or fines in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges or fines without waiving any claim of lien. In any such action, the Association shall be entitled to reimbursement of the attorneys' fees and costs incurred in obtaining such monetary judgment.

3.2.5 Attachment of Rental Income When Parcel is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law,

the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies. The Association further has any and all remedies with regard to suits for eviction, and enforcement of such attachment as provided in Chapter 720 of the Florida statutes, as amended from time to time.

3.2.6 Institutional (First) Mortgagee. As to Institutional First Mortgagees only, the lien of the Association shall be subordinate to the lien of an Institutional First Mortgage. However, without regard to lien priority, a Parcel owner is jointly and severally liable with the previous Parcel owner(s) for all unpaid assessments, interest, late fees and attorney's fees, that came due prior to the transfer of title without regard to a foreclosure action by an Institutional First Mortgagee or other transfer. This liability is without prejudice to any right the present Owner may have to recover any amounts paid that were originally incurred by the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an Association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. Notwithstanding the foregoing, the liability of an Institutional First Mortgagee, or its successor or assignee as a subsequent holder of the Institutional Mortgage, where such entity also acquires title to a Parcel by foreclosure of its Institutional Mortgage is limited to (for the unpaid assessments that became due before the Institutional First Mortgagee's acquisition of title) the greater of: The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title; or one (1) percent of the recorded mortgage debt, or the amount permitted by Chapter 720 as amended from time to time.

The limitations on Institutional First Mortgagee liability provided above apply only if the Institutional Mortgagee filed suit against the Parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. No sale or transfer shall relieve such Parcel from lien rights for any Assessments thereafter becoming due and, except as provided herein, such lien shall continue as a lien on such Parcel following any transfer or conveyance. Moreover, anything above to the contrary notwithstanding, the Association shall have a super priority first lien superior to all others (including Institutional First Mortgagees) that relates back to the recording of the original declaration recorded by the Association without any exception for Institutional First Mortgages with regard to any Charges that are incurred in connection with repairs to the Parcel or Home thereon or directly caused by the failure to maintain the Parcel or Home thereon.

3.2.7 Personal Obligation. Each Owner is personally responsible for Assessments which fall due during the time such Owner owns the Parcel. Any person or entity which acquires title to a Parcel shall also be jointly and severally liable with their predecessor in title for all unpaid Assessments, Charges and fines owed by the predecessor Owner, and also liable for all attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the Owner may have to recover from the prior owner the amounts paid by the Owner. Florida law shall apply to any monetary obligation a Sub-Association may have to subsequent purchaser, as the law may change from time to time. The more favorable Florida Statute, whether Chapter 718 or 720, shall apply to the obligation of the Sub-Association.

3.2.8 Possession of Parcel. Any person who acquires an interest in a Parcel, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Parcel or enjoyment of the Common Areas until such time as all unpaid amounts due and owing by the former Owner, as limited above, are paid to the respective Associations. This provision shall apply to an Institutional First Mortgagee as further set forth and pursuant to any limitations under Chapter 720, Florida Statutes, as exist as of the date of the recording of this amendment, and as may be amended from time to time.

3.2.9 Certificate of Unpaid Assessments. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

3.2.10 Lien for Charges. In addition to any lien at common law, a contractual lien for charges is created herein to secure any amounts whatsoever due the Association (except as to amounts that relate to fines, which may be liened for only as provided in 4.14 of the Bylaws and Chapter 720 as it is amended from time to time). The lien for Charges includes but is not limited to amounts related to services which the Association provides for an individual Parcel Owner or expenses which the Association incurs in regard to a Parcel Owner and which is not otherwise secured by the statutory lien. By way of further example, but not limitation, a lien for Charges also exists to secure repayment to the Association when it maintains, repairs or replaces items which are the Owner's responsibility in connection with the Association's discharge of its Common Area maintenance responsibilities, or if the Owner fails to do so. The lien for Charges shall also secure interest, costs or expenses (whether taxable court costs or not), late fees, and attorney's fees related to same, and may be foreclosed in the same manner as the Common Expense lien. Without limitation, costs or expenses (whether taxable court costs or not) interest, late fees, and attorney's fees incurred before, during or after trial or in any appellate proceedings or in the trial court to determine the reasonable amount of fees, costs or expenses, in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, or incurred in the collection of any awarded judgment shall also be secured by the lien for Charges. Moreover, although various paragraphs of the governing documents explicitly set forth the Association's right to lien for amounts due the Association (except as to amounts that relate to fines, which may be liened for only as provided in 4.14 of the Bylaws and Chapter 720 as it is amended from time to time), and /or a right to attorney's fees, such language shall not be read to limit the remedy only to those paragraphs and shall be deemed emphasis only in the paragraphs where same appears because the Association has the right to lien for all amounts due it as set forth herein.

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. The Assessment shall be due and payable in advance in monthly installments and amount printed on the coupon books provided to each Owner. Annual Assessments shall be uniform as to each Parcel.

3.4. Omitted Intentionally

3.5. 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 which exceeds Five Thousand Dollars (\$5,000.00) 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 without the consent of the Members if the cost of the improvements is less than Five Thousand Hundred Dollars (\$5,000.00), or if the cost exceeds Five Thousand Dollars (\$5,000.00) only if the assessment is approved by a vote of 50%+1 of the Members, via representative voting.

ARTICLE IV OWNERS' PROPERTY RIGHTS

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 assigned to the residents of the Parcel if persons other than Owner.

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 by a non-resident of any recreational facility or other improvement situated on any Open Spaces;

4.2.3. In the event a Member/Resident as defined and provided herein, fails to pay their maintenance assessment obligations as they come due, then no earlier than thirty-five (35) days from the date of the Association's Legal Counsel's First (1st) demand letter noticing the failure to pay, the Master Association shall have the right, at its sole discretion, to suspend the following rights and services:

- a. to suspend the voting rights of the Members;
- b. to suspend the Member's/Resident's community gate entrance automated and/or automatic access control, requiring the Members/Residents to access the Community via the guest lane in the same manner as guests, vendors and invitees;
- c. to suspend the Member's/Resident's right to use of the recreational facilities by Member/Resident until such time as all charges, costs and attorney's fees, as provided herein, are paid.
- d. in the event the rights of a Member/Resident are suspended herein, their guests shall be prohibited from the use of the same facilities and recreational property of the Master Association as are suspended of the Member/Resident. Additionally, during the suspension period, no overnight parking passes will be issued for the Master Association's parking facility.

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 two-thirds (2/3) of the Members.

4.2.5. The right of the Master Association to grant unto itself any 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 right of the Master Association to fine Owners for violations of the Master Association's published rules and regulations committed by the Owner, or the Owner's invitees, guests, family, tenants, or employees. Such fines shall not exceed \$100.00 per violation, and may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs as determined by the Court.

ARTICLE V MEMBERSHIP

5.1. "Representative Voting". Sub Associations 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 members of such Sub Associations, respectively. Such representative shall be deemed to hold an irrevocable proxy empowering them to cast such votes for the term of their appointment.

ARTICLE VI GENERAL PROVISIONS

6.1. 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 30 years. Thereafter, the covenants will be automatically extended for additional 30 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 of 51% of the 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 Lake Worth Water Management District pursuant to covenants in O.R. Book 3155, page 502, public records of Palm Beach County, Florida, as amended.

6.2. 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.

6.3. 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, tender its decision in writing, mailing copies of its decision to all parties who noted their interest.

6.4 Rules and Regulations. The Rules and Regulations, which may be amended from time to time by the Board of Directors and also govern the Unit Owners are available in the Association's office. Rules and Regulations and/or Amendments to the Rules and Regulations need not be recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Association's Documents. As provided under Florida Law and hereby incorporated herein, the Rules and Regulations shall be enforceable as if a recorded restriction, as long as said Rule and Regulation does not specifically contradict a recorded restriction.

ARTICLE VII MAINTENANCE

7.1. Maintenance. In addition, without limiting the above, each Owner is responsible, at his own expense, for all maintenance, repair, and replacement of the following areas:

7.1.1 Trash Receptacles. All Owners / Tenants / Guests must use trash receptacles approved or provided by the City of Boca Raton. Trash receptacles can be placed out on the curb no earlier than 5:00 p.m. the evening prior to pick-up and must be removed and placed back, out of view or in the garage the evening of pick-up. Any trash receptacles placed outside earlier or removed later than prescribed herein, will subject the Owner of the property to fines.

7.1.2. Irrigation. The Master Association shall provide irrigation throughout the Association property. In providing irrigation, Master Association shall repair the irrigation delivery system, pumps and sprinkler heads. However, in the event that an owner, guest, invitee or Sub-Association directed contractor damages any portion of the irrigation system, they shall be individually responsible for said damages, which may become a lien against their property within the Master Association.

7.1.3. Alterations/Remodeling. No Owner may make or permit the making of any modifications or alterations to any portion of his home visible from the exterior, or in any manner change the exterior appearance of any portion of the Property, or make any structural change within the interior that would affect the structural integrity of the Unit or require a permit from the local Building Department, without first obtaining the written consent of the Board of Directors of their specific Sub-Association.

Subject to the prior paragraph, in appropriate circumstances, sealed plans from an Architect or Professional Engineer licensed to practice in Florida may be required as a condition of reviewing any requested structural modification, alteration or addition. Decisions may take into account uniformity of appearance, compatibility with architecture, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as may reasonably be adopted in reaching a decision.

7.1.4. Enforcement of Maintenance. If, after reasonable notice to the Sub Association and Owner, the Owner or Sub Association fails to maintain the portions of the Property that the Owner is required to maintain, the Association shall have, without waiver of other remedies, the right but not the obligation to perform or cause performance of the necessary work, and/or institute legal proceedings to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Owner shall be charged for the costs, expenses and attorney's fees of same, which shall be secured by a lien for Charges.

7.1.5. Damage. Each Parcel Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Association Property, made necessary by their act or by the act of any member of their Family or their Occupants, Guests, Tenants or Invitees, without regard to fault. Without limiting the preceding sentence, any damage to Association Property, or to other Parcels or homes, caused by any defective condition or malfunction existing on a Parcel or portion of the Common Area that the Parcel Owner is obligated to insure, maintain, repair, or replace shall be the responsibility of the Parcel Owner on whose Parcel the defective condition or malfunction exists or occurs. Without limitation, the Association shall have, without waiver of other remedies, the right to collect the amounts due pursuant to this paragraph, and the right to assess the amounts due in accordance with this paragraph to the lot responsible, and such assessment shall be secured as a lien for Charges.

7.1.6. Claims against the Association. Any claim of a Parcel Owner against the Association relative to damage to the Property, to the extent the Association might otherwise be liable, shall be predicated upon the Parcel Owner making the claim being adequately insured based on local standards and conditions. Should any Parcel Owner fail to maintain such insurance, any claim will be reduced to the extent such Parcel Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Parcel Owner insurance requirements. The requirement that the individual Parcel Owner obtain insurance shall not be construed to confer any additional liability on the Association, but is intended to require Parcel Owners and the Association, to respectively insure risks that are customarily experienced in South Florida, including but not limited to damages occasioned by crimes, theft, burglary, auto accidents, windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew.

7.1.7. Utility Services. Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the home. If an Owner fails to maintain Utility Services to the home or Parcel, the Association shall have, without waiver of other remedies and by first making reasonable demand of the Sub Association, the right (but not the obligation) to enter to the Owner's Parcel and take any and all lawful actions to make the utilities available to service the Parcel. Under such circumstances, the Parcel Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a lien for Charges.

7.1.8. Association Maintenance. The maintenance, repair and replacement of all Common Areas and Association Property (except those Areas for which this Declaration specifically or generally delegates responsibility to the Owner) shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted. Without limitation, material alterations or substantial additions to the Common Areas or Association real property may be authorized by a vote of the Board of Directors and without limiting other options, included in the budget or specially assessed.

7.1.8.1. Roadways Not within the Association's Property. Master Association shall assume responsibility over all of the maintenance of the roadways within the Fairfield. Said costs associated with the repair, restoration, lifts and general maintenance shall be collected by the Sub Associations, as a common expense of that individual Sub Association, in a manner proportional to that Sub Association's costs for their section only of the roadways and repairs. The Master roadways will be charged equally among all owners.

**ARTICLE VIII
RESIDENCY, LEASING AND GUESTS**

8.1. Single Family Residence. Except as specifically set forth elsewhere herein regarding Guests, a Parcel shall be used only as a Single Family residence. As used in the Documents, "Single Family" means one natural person, or two married people, or two natural persons who reside together and hold themselves out to be in a loving committed relationship and the custodial children of any of the aforementioned. No Home may be divided or subdivided into a smaller home nor any portion sold or otherwise transferred.

8.2. Maximum Permitted Occupancy of Homes/Screening and Approval of all Occupants. Without limiting section 8.1 above, or anything else set forth in this Declaration, no more than 4 persons may reside in a home that is two bedrooms. No more than 6 persons may reside in a home that is three bedrooms or more. Anything to the contrary herein notwithstanding, all occupants of a home, whether or not they are on the deed or related to anyone on the deed may be screened and approved by the Association at the Association's discretion unless they are a Guest exempt from screening as further set forth herein.

8.3 Guest Occupancy. A "Guest" is defined as a person who enters upon the Property at the invitation of a Parcel Owner or Tenant, (or their respective families) for the purpose of temporarily visiting the Parcel Owner or tenant (or their respective families), occupying the home for less than thirty (30) days during any calendar year, and where such occupancy is without any consideration. There are various types of Guest uses, which are regulated as follows:

8.3.1. Non-Overnight Visitation by Guests When Parcel Owner or Tenant is in Residence. There is no restriction against this type of Guest usage, provided that same does not create a nuisance or annoyance to other residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by convicted criminals, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses or violent offenses. Non-overnight Guests need not be registered with the Association. The Board may establish additional restrictions on non-overnight Guest usage or presence on Association Property, including but not limited to the maximum numbers of Guests who may be present at a single time without the express advance approval of the Board.

8.3.2 Overnight Guests When Parcel Owner or Tenant is in Residence. Parcel Owners and Tenants (and their respective Families) may have related or unrelated Overnight Guests, so long as the Parcel Owner or Tenant is in simultaneous residence, and this paragraph and any Association rules on the topic are complied with. Without limitation, the Association may restrict or prohibit Guest visitation by convicted criminals, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses or violent offenses. Under no circumstances may more than eight (8) persons (including the Parcel Owners, Tenants, their Families, Guests or any other Occupants) sleep Overnight in a home. For purposes of this Article 8, the term, "Overnight" shall include any guest or person that is present in the home (or the areas adjacent to the home) between the hours of 1:00 A.M. and 6:00 A.M. without regard to whether they sleep in the home. Moreover, anything to the contrary herein notwithstanding, at the discretion of the Board, a Long Term Guest may be requested to be screened and approved in accordance with the procedures set forth in Article 8, and may not stay Overnight in the property long term without such approval. The term "Long Term Guest" is someone who occupies the unit for more than fourteen (14) consecutive days or more than thirty (30) days in any twelve month period.

8.3.3 Guests in the Absence of the Unit Owner or Tenant. Parcel Owners and Tenants are not permitted to have Guests stay more than forty-eight (48) hours at the Residence, when the Parcel Owner or Tenant is absent, without submitting a copy of the Guest's driver's license.

8.3.4 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 8.8 are not being violated.

8.4. Sale And Occupancy Restrictions

8.4.1. Transfers and Occupancy Subject to Approval

8.4.2 Sale. No Owner may dispose of any Parcel or any interest in a Parcel by sale without the prior written approval of the Association.

8.4.3 Lease. No Owner may lease a Parcel or any portion of a Parcel without the prior written approval of the Association. Without limitation, no Owner (other than the Association) may lease any Parcel or any interest in any Parcel within two consecutive years of ownership, and prior to the Association obtaining a One Thousand Dollars (\$1,000.00) USD deposit from the Owner. This deposit is to ensure compliance with the Declaration, and is not solely as a security against damage. Moreover, the Association is not a landlord and therefore, Chapter 83 of the Florida Statutes as amended from time to time with regard to keeping of deposits shall not apply. The Association shall establish reasonable policies with regard to the return of deposits. As a condition of approval or continuing approval, the Owner shall fully indemnify the Association from any claims by the Tenant in connection with the deposit or any claims whatsoever by the Tenant against the Association. All leases shall be a term of no less than twelve (12) continuous months. Any leases longer than twelve (12) continuous months must be specifically noted in the application and lease and approved by the Master Association. This provision shall apply only to leases entered into and / or renewed from the date of the recording of these documents.

8.4.4 Gift. If any Owner shall acquire title to a Parcel by gift, the occupancy of the home shall be subject to the written approval of the Association with the same application and screening requirements as that for purchasers or tenants.

8.4.5 Devise or Inheritance. If any Parcel Owner shall acquire title by devise or inheritance, the occupancy of the home shall be subject to the written approval of the Association with the same application and screening requirements as that for purchasers or tenants

8.4.6 Permanent Occupancy. For the purpose of this Section 8, the term "Permanent" shall not literally mean "Permanent." Any time the word Permanent is used, it includes, but is not limited to, any individual whose driver's license lists the Parcel as the home address, who receives mail at the Parcel, or who intends to utilize the Parcel as a primary residence for any period of time. No Parcel Owner may dispose of any possessory interest (including, but not limited to, roommates or additional family members) or permit any permanent occupant to occupy a home without the prior written approval of the Association. Without limitation, if any person shall acquire any possessory interest in a Home or Parcel in any manner whatsoever, or begin occupying a Home for any reason whatsoever, the continued possession, and/or possessory interest and/or occupancy shall be subject to the written approval of the Association with the same application and screening requirements as that for purchasers or tenants.

Without limitation, approval for occupancy may be revoked at any time by the Board in the event of a material change in circumstances following the original approval, i.e. a criminal conviction following the original approval.

8.4.7. Other Transfers. If any Parcel Owner shall acquire title to, possession of, or the right to occupy a Parcel by any manner not considered herein, the continuance of ownership, possession or occupancy of the Parcel shall be subject to the written approval of the Association with the same application and screening requirements as that for purchasers or tenants. Without limitation, approval for occupancy may be revoked at any time by the Board in the event of a material change in circumstances following the original approval, i.e. a criminal conviction following the original approval.

8.4.8 Occupancies For Any Reason Without Consideration. A Unit Owner intending to give a bona fide possessory interest of the Unit or who intends to permit anyone to occupy the Unit who was not listed in the original application (including but not limited to new roommates or new family members, with the exception of minor children) without consideration shall give to the Association notice of such intention, together with the name and address of the intended occupant, a completed application for occupancy (provided by the Association), a screening fee and such other information concerning the intended occupant as the Association may reasonably require. As part of this Notice, the intended occupant must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board. The prospective occupant must agree to the exact same background and other process as a tenant, whether or not the occupant is for consideration.

8.4.9. Method of Seeking Association Approval

(a) Sale. A Parcel Owner intending to make a bona fide sale of his Parcel or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application for sale and purchase (provided by the Association), a screening fee in the amount provided below and such other information concerning the intended purchaser and all proposed permanent occupants as the Association may reasonably require.

(b) In addition to the Notice described above, the intended purchaser and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee or other designated person selected by the Board. The prospective purchaser and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history and civil litigation history. In the event the prospective purchaser, or any family member, guest, or invitee of the prospective purchaser moves in without the prior written permission of the Association, the purchase application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective purchaser and the Parcel Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not.

(c) Lease. A Parcel Owner intending to make a bona fide lease of the Parcel shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the complete proposed lease, along with any and all addenda, which shall be on a written lease agreement form approved by the Association, a completed application for lease (provided by the Association), a screening fee in the amount provided below and such other information concerning the intended lessee and all proposed permanent occupants as the Association may reasonably require. As part of this Notice, the intended lessee and all proposed permanent occupants must schedule a personal interview with the Board or a Screening

Committee or any designated person selected by the Board. The prospective lessee and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history. Without limiting anything contained herein, after the date of recording of these Covenants, no new Owner(s) (other than the Association) may lease any Parcel or portion of the Parcel until the Owner(s) (or at least one of the owners) has resided in the Parcel for two (2) consecutive years, and prior to the Association obtaining a One Thousand Dollars (\$1,000.00) US deposit from the Owner(s). In the event the prospective lessee, or any family member, guest, or invitee of the prospective lessee moves in without the prior written permission of the Association, or in violation of any of the above restrictions, the lease application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective lessee and the Parcel Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not, and for any post-judgment collection activities.

(d) Gift, Devise or Inheritance; Other Transfers. A Parcel Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquisition of title, together with such other information concerning the Parcel Owner and all proposed permanent occupants as the Association may reasonably require, a certified copy of the instrument evidencing the Owner's title, a completed owner's application (provided by the Association), and a screening fee in the amount provided below. As part of this Notice, the intended Owner and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board. The prospective Owner and all proposed permanent occupants must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit and financial history and civil litigation history. In the event the prospective Owner, or any family member, guest, or invitee of the prospective Owner moves in without the prior written permission of the Association, the owner application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the Owner and the prior Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not, and for any post-judgment collection activities.

(e) Permanent Occupancy. A Parcel Owner intending to give a bona fide possessory interest of the Parcel or who intends to permit anyone to occupy the Parcel permanently (including but not limited to family members) shall give to the Association notice of such intention, together with the name and address of the intended permanent occupant, a completed application for permanent occupancy (provided by the Association), a screening fee in the amount provided below and such other information concerning the intended permanent occupant as the Association may reasonably require. As part of this Notice, the intended permanent occupant must schedule a personal interview with the Board or a Screening Committee or any person selected by the Board. The prospective permanent occupant must agree to a background investigation including, but not limited to, criminal history, prior residential history and civil litigation history. In the event the prospective permanent occupant moves in without the prior written permission of the Association, the permanent occupancy application shall be deemed automatically withdrawn and the Association may take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective permanent occupant and the Parcel Owner shall be jointly and severally liable for the Association's costs and reasonable attorney's fees, through all appellate levels, whether suit be brought or not and for any post-judgment collection activities. Without limitation, approval for occupancy may be revoked at any time by the Board in the event of a material change in circumstances following the original approval, i.e. a criminal conviction following the original approval.

(f) Costs and expenses. All costs and expenses associated with any application for sale, lease, rental or any transfers whatsoever, including for background checks, credit checks, criminal checks or any other investigation of said applicant that Association believes to be important, shall be paid for, in advance, by applicant and said funds shall clear prior to any report being ordered or application being processed. In the event that funds shall not be paid or clear, then the application may be summarily denied on that basis alone.

(g) General application conditions. Any misrepresentations, untruths, incomplete application, false application, application where additional information is requested but not provided, as to any proposed sale, lease, rental or any transfers whatsoever, shall constitute a facially defective application and shall be summarily denied.

8.5 Failure to Comply. Any event purporting to transfer ownership or possession of a Parcel which shall occur in violation of any of the provisions in this Declaration shall be void *ab initio*. Without limitation, any event transferring ownership by gift, devise or inheritance, or by any other manner not previously considered, must be in accordance with the above, and the continuance of ownership and occupancy is subject to Association approval. The Association may take any and all legal acts as may be necessary to terminate any prohibited transfer or continued ownership or possession, including but not limited to stepping in the shoes of the Owner and evicting the occupant utilizing summary eviction proceedings as provided for in Chapters 51 and 83 of the Florida Statutes. The Association shall recover its costs and reasonable attorney's fees from the Owner and/or possessor of the Parcel, jointly and severally, through all appellate levels, whether suit be brought or not, and for any post-judgment collection activities.

8.6 Certificates of Approval/Disapproval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under this Article 10, the Association must either approve or disapprove the proposed transaction or notify the applicant in writing of the need for additional information. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(b) Lease. If the proposed transaction is a lease, and the lease does not otherwise violate the express provisions herein regarding the deposit and the requirement that the Owner desiring to lease previously resided in the home for at least two (2) continuous years, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under Article 8, the Association must either approve or disapprove the proposed transaction or notify the applicant in writing of the need for additional information. If approved, the approval shall be stated in a certificate executed by any officer of the Association.

(c) Gift, Devise or Inheritance; Other Transfers. If the Parcel Owner giving notice has acquired title by gift, devise, inheritance, or in any other manner not previously considered, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under Article 10, the Association must either approve or disapprove the occupancy of all permanent residents of the Parcel or notify the applicant in writing of the need for additional information. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(d) Permanent Occupancy. If the proposed transaction is for a permanent occupant, then within thirty (30) days after receipt of such notice and all documentation, information and fees required under Article 10 the Association must either approve or disapprove the proposed occupancy or notify the

applicant in writing of the need for additional information. If approved, the approval shall be stated in a certificate executed by any officer of the Association.

(e) Entity Ownership. Inasmuch as the Parcel may be used only for residential purposes, and a corporation or other non-natural person cannot occupy a Parcel for such use, if the Parcel Owner, purchaser, or lessee of a Parcel is a corporation or any non-natural person, the approval of ownership and/or possession shall be conditioned upon all natural persons intending to occupy the Parcel receiving prior written approval from the Association for such occupancy. A corporate or other non-natural person owner or possessor of a Parcel shall follow the same procedure and adhere to the same requirements as a natural person who desires to permanently occupy a Parcel, when the corporation or other non-natural person designates the occupant of the Parcel. Moreover, in the event the home is titled in the name of an artificial entity or trust, then in the case of an entity, only the majority owner/shareholder of that entity shall be deemed the Owner entitled to possession along with his or her family, and in the case of a trust, only the beneficiary of the trust shall be deemed the owner and entitled to possession along with his or her family. If no one holds a majority interest in the entity, it shall designate a single person to be treated as the Owner who must be listed on the Florida Division of Corporations website (if a Florida entity) as the President or Managing Member. Without limitation, the Association may ask for any evidence it deems appropriate to determine whether a home owned by an entity or person is complying with this section. Anyone other than individuals deemed Owners pursuant to this section and their immediate family shall be deemed to be tenants, and may occupy if and only if screened and approved and comply with all other provisions of this Declaration regarding tenants.

(f) Screening Fees; Security Deposit. Every request for approval of a proposed sale, lease, permanent occupant, or other transfer, whether by gift, devise, inheritance, or otherwise, shall be accompanied by an approval fee, per applicant, in the highest amount permitted by Chapter 720, Florida Statutes, as same may be amended or renumbered from time to time, or in the absence of such a statute, then in the amount of Five Hundred Dollars (\$500.00), or such other amount as the Board may, from time to time, determine by duly adopted rule. This screening fee is in addition to, and not in lieu of, the deposits required of any Parcel that is proposed to be leased. The approval and deposit fees (if a lease) shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval and deposit fee (if a lease) is paid. The timeframe for approval of the transfer shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and if a lease, the deposit fee is paid. In the event payment of the approval or if applicable the deposit fee is in a form other than cash, cashier's check, certified check, or money order, payment shall not be deemed received unless and until the funds have cleared. The security deposit in the event of a Lease shall serve as security for the full and faithful performance by the Parcel Owner and prospective lessee of the terms, provisions, obligations and duties set forth in Chapter 720, Florida Statutes, this Declaration, Articles of Incorporation of the Association, Bylaws of the Association and Rules and Regulations of the Association (collectively the Governing Documents), including the timely payment of assessments and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Governing Documents by the Parcel Owner or prospective lessee. In the event the security deposit, or any portion thereof, shall be applied to cover debts of the Owner or tenant, the Parcel Owner or tenant shall deposit with the Association, upon written demand therefor, an amount sufficient to restore such security deposit to its original amount, and the failure to do so shall constitute a material violation of the Governing Documents and shall be a valid basis for the Association to seek eviction of the Tenant utilizing the summary eviction proceedings provided for by Florida Statutes 51 and 83. Any lessee who vacates or abandons the Parcel at or prior to the expiration of the term specified in the written lease shall give at least seven (7) days written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the Parcel, which notice shall include the address where the tenant may be reached. Failure of the tenant to give such notice shall relieve the Association of the

requirement to remit the balance, if any, of the deposit unless and until such notice is given. It shall be presumed that the tenant has abandoned the Parcel if the tenant is absent from the Parcel for a period of one month, unless the tenant has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein shall be deemed to limit or exclude any of the Association's rights or remedies or method of enforcement.

(g) Disapproval by Association For Good Cause. If the Association shall disapprove a rental/Lease or transfer of ownership of a Parcel for Good Cause, it shall be handled as set forth below. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. If the Board disapproves prospective purchaser(s) or occupant(s) for Good Cause, the Association shall have no duty to purchase the Parcel or furnish an alternate purchaser, and the transaction shall not be made. The following may be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that any of the prospective purchaser(s) or prospective occupant(s) intend to act in a manner inconsistent with the covenants and restrictions applicable to the community.

2. Any of the prospective purchaser(s) or prospective occupant(s) has/have been convicted, pled no contest/nolo contendere or had adjudication withheld, of a crime, involving violence to persons, a crime demonstrating dishonesty or moral turpitude; a criminal offense involving the sale, distribution or use of illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior, or any felony;

3. Any of the prospective purchaser(s) or occupant(s) has/have a history of disruptive behavior or disregard for the rights or property of others as evidenced by conduct in other organizations or associations, or by conduct in this Community as a tenant, occupant, guest or Owner;

4. Any of the prospective purchaser(s) or prospective occupant(s) or the Parcel Owner has/have failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee or security deposit, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation.

5. The Parcel Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

6. All Assessments and other Charges against the Parcel have not been paid in full.

7. Without limiting or altering the above, any of the prospective purchaser(s) or prospective occupant(s) has/have failed to meet any of the requirements set forth in this Article.

8.7 Sale Where Good Cause Does Not Exist To Disapprove.

8.7.1 The Association may purchase a unit, or substitute a purchaser, in lieu of approving a sale: If after the Owner has made a written demand, or, at the Association's election, the Association may waive the requirement to make a written demand, at the time the notice of intended

sale is delivered to the Association, the Association may purchase the Parcel if it so desires. Similarly, where a proposed transaction is a bona fide sale, and the prospective purchaser and all prospective occupants have met all the requirements set forth in this Article, and Good Cause does not exist to disapprove the sale, the Association may purchase the unit itself or substitute a purchaser in lieu of approving the sale. Under such circumstances, within thirty (30) days after receipt of such notice and all documentation, information and fees required by this Article, the Association may deliver or mail by certified mail, return receipt requested, to the Parcel Owner an agreement to purchase the Parcel signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary. The Parcel Owner shall sell the Parcel to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing and the closing date shall be extended until thirty (30) days after the Association sends its agreement to purchase the property pursuant to this section.

(a) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated by the disapproved contract, whichever date shall be later.

(b) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(c) If the Association shall fail to purchase or provide a purchaser and Good Cause does not exist to disapprove, or if the purchaser furnished by the Association shall default in his agreement to purchase and Good Cause does not exist to disapprove, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

8.8 Lease. The Maximum Lease Term shall be twelve (12) months. Thereafter, the lease must be re-submitted for re-approval. If the proposed transaction is a lease, and the Association disapproves the lease, or the Owner is not qualified to Lease because he or she has not resided in the Parcel for two (2) consecutive years, then the lease shall not be made, and if made, shall be void *ab initio*. The remedies of the Association shall be as set forth above, including but not limited to eviction of the lessee, as well as recovering all attorney's fees against the owner and lessee, jointly and severally, whether suit be brought or not. In any renewal requiring a background check not previously performed, Master Association shall be authorized to charge reasonable costs for said application, even in a renewal.

GENERAL LEASING TERMS. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Covenants. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, other than units owned by the Association, the Owner must have owned the Unit for at least two (2) years, or permission to lease will be deemed denied except the Board may grant a hardship exception if the tenant resided in the unit prior to the title transfer. If the Unit Owner has owned the unit for at least two (2) years, and the owner desires to rent, he or she shall furnish the Association with a copy of the proposed lease and the name of the proposed Lessee, as well as all proposed Occupants. Any person occupying the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required documents within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants except that

any lease sought by an owner who has not complied with the two (2) year ownership requirement shall be deemed automatically denied and the Association need not provide a separate denial notice. In the event an owner leases in violation of the two (2) year provision, the two (2) year period shall be re-set, and only begin to count again once and after the tenant who is occupying in violation of the deed restrictions vacates. Except as herein stated, the Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" (whereby multiple people agree to share the rent obligations) and subleasing are prohibited. All leases shall be for a minimum period of twelve (12) months. Leases may be renewed, subject to Board approval, and only one lease per twelve-month (12) period. Notwithstanding the foregoing, for good cause shown, an owner may apply for a hardship exemption from the above restrictions, and the Association may, but is not obligated to consider same. However, under no circumstances will more than one hardship be granted to any particular owner in any single calendar year, regardless of how many units the owner owns. Moreover, for Association shall not be subject to the rental cap restriction with regard to the Units it owns.

Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent, except that no lease shall be approved nor may any lease be made by any owner other than the Association who has not owned the unit for at least two (2) years. No person may occupy a Unit as a Tenant, Family member of a Tenant, Occupant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

8.9 Tenant Conduct; Remedies. The Association may require that any permitted lease be on a uniform written form of lease. The Association may require the Owner and Tenant to sign a lease addendum. Whether a lease is uniform or not, all lease addenda will provide, or be deemed to provide that the Tenants have read and agreed to be bound by the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time. The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by Florida law. If a Tenant, other Home Occupant, Guest or Invitee fails to abide by the Documents, the Parcel Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Parcel Owner shall have the duty to bring his Tenant's conduct (and that of the other home Occupants, Guests and Invitees) into compliance by whatever action is necessary, including without limitation the institution of eviction proceedings. If the Parcel Owner fails to bring the conduct of the Tenant into compliance in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Parcel Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Parcel Owner utilizing the summary eviction proceedings provided for in Florida Statutes 51 and 83. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Parcel Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a lien for Charges.

8.10 Approval Process; Disapproval. Any Unit Owner intending to lease his Unit shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a Lease application, which may be made for any reason whatsoever in the Board's sole discretion that does not conflict with Federal, state or local law. Without limiting the generality of the foregoing, the Board may base its decision on any of the following factors, or any other factors the Board deems relevant in its sole discretion:

8.10.1 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

8.10.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Covenants. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Covenants and may constitute grounds for denial;

8.10.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a Tenant, Occupant or Guest;

8.10.4 The Unit Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

8.10.5 All Assessments, fines and other Charges against the Unit and/or Unit Owner have not been paid in full.

8.10.6 The Proposed Occupancy of the Unit would violate any of the provisions in the Covenants.

8.11 Liability. The liability of the Unit Owner under the Covenants shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

8.12 Association Fee. The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

ARTICLE IX USE RESTRICTIONS

9.1 Nuisance. No Parcel shall be used for any immoral, improper or unlawful purpose, and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of any Parcel, nor which becomes a source of annoyance to the residents, or which will increase insurance rates. All parcels shall be kept in a neat and orderly manner. The Common Areas shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Common Areas shall be used in accordance with all federal, state, and local laws and ordinances, and any such use that violates same shall be deemed a nuisance per se and a violation of this Declaration. Nuisances shall include, but not be limited to, any disturbances to the quiet enjoyment of other residents, unsightly condition of the Parcel, illegal activity on the Parcel, insect or rodent infestation, failure to regulate and dictate good behavior of contractors and others working in or on the Parcel, hoarding conditions, excess traffic activity connected with the use of the Parcel, and any other activity by the Owner(s) or the tenants, guests or other invitees of the Owner(s) which disturbs a neighbor's peaceful enjoyment and/or possession of his her parcel. An Owner's failure to properly prepare his or her home in advance of a named storm, including removal of all portable items from his or her balcony, patio or other limited common element shall without limitation constitute a nuisance.

9.2 Flags. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any other flags are prohibited unless approved in writing by the Sub-Association.

9.3 Signs. No sign, display, poster, or advertising device of any kind whatsoever may be displayed in public view without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Without limitation of the generality of the foregoing, or limiting other remedies, the Association may demand that a unit owner remove any sign that is visible from the exterior of the unit, and if the owner fails to do so, the Association may do so.

9.4 Commercial Vehicles. No commercial vehicles are permitted to be parked anywhere in the Community except by visitors or vendors who are temporarily visiting a parcel. Commercial vehicles shall mean, without limitation, vehicles that are not designed and used for customary personal/family use, or that are manufactured, designed, marketed or used for transporting goods of any nature, or that are used primarily in connection with the conduct of any business activity and not being used primarily for the transportation of people. Prohibited commercial vehicles include, but are not limited to: (1) vehicles displaying any advertising, logo, business related information or other signs and/or having print, lettering or decoration anywhere on the vehicle referencing any commercial undertaking or enterprise (unless covered by a magnetic panel of the same color as the vehicle); (2) vehicles that have racks (except racks used to carry personal items such as luggage, wheelchairs or bicycles) or otherwise containing equipment either stored inside or on the exterior of the vehicle; (3) vehicles the State registration for which contains a designation of the type of vehicle as anything other than "automobile"; (4)) pick-up trucks where the cargo box has been altered or enlarged to facilitate the transportation of people or goods for commercial purposes; (5) trucks or pick-up trucks with a load capacity of more than one (1) ton; (6) passenger vehicles, including sports utility vehicles, hybrid utility vehicles, vans or trucks that do not contain side and rear windows or rear passenger seats; (7) motor homes, mobile homes, campers, buses, trailers, tractors, buses, courtesy vans, taxis or stretch limousines; (8) any vehicle with more than two (2) axles.

9.4.1 Such Commercial Vehicles, Pickup trucks or similar type prohibited vehicles are not permitted to be parked overnight at the Association's property. They may only be parked at the property during the regular business hours of 9:00 am to 5:00 pm and only as part of a delivery or other commercial enterprise at the Association.

9.5 Boats, trailers, motorcycles, etc. No boat, trailer, recreational vehicle, camper, jet ski, craft, motor home, golf cart, scooter or motorcycle may be parked, stored or kept anywhere in the Community except temporarily, and also only if the owner has obtained the written consent of the Association, which may be withheld at the sole discretion of the Board regardless of any past consent granted to the requesting Owner or any other Owners. Said vehicles may be parked in an Owners' garage only, not on a common area.

9.6 All permitted vehicles and temporary vehicles must be parked in a driveway, cul-de-sac or other clearly designated parking area. They must be parked in a manner which shall not protrude into the driving lanes or otherwise impede any other vehicle's access to or from any other parcel or roadway within the Association. All vehicles parked anywhere on the Association's property must fit into a parking space and if parked on a driveway, cannot extend into the roadway.

9.7 No vehicle is permitted to park on any grassy area within the Association's property, or any other area designated as a no parking area within the Association.

9.8 Prohibition against Commercial Use. In order to preserve the residential character of Fairfield at Boca, no business, trade or profession of any type whatsoever shall be conducted from within any home except that Owners (and their family members residing with them) may use homes for "home office" or "telecommuting" purposes, provided that such uses do not involve: (a) the manufacturing of goods; (b) customers or clients coming into the neighborhood; (c) the use of additional employees, workers, salespeople, independent contractors, customers or the like; (d) the storage of materials, inventory and/or equipment; (e) the postage of any signs on the Association Property; (f) more than two (2) regular deliveries per day of correspondence or similar items from customary express or other delivery services; (g) any other activity that may, or that may become, an annoyance or nuisance. Hobbies (even those that might involve an occasional sale), telephone, or telemarketing operations, storing business literature, or other inventory in the home, will not be considered operating a home business. The Association shall possess the additional authority to promulgate rules and regulations governing the manner, method and to what degree said uses may be permitted. In no event shall any Parcel in the community be used for transient residency, or as a boarding house or assisted living facility, unless required by law. The foregoing restriction shall not apply to the provision of in home healthcare to any Owner, or his or her Family members.

9.9 Trucks. The Association approves pick-up trucks that are no larger than a Ford F-150, Chevy Silverado, Dodge Ram and Toyota Tundra class of trucks and smaller. Any pick-up truck or truck larger than those stated herein are prohibited. A truck shall include, but not necessarily be limited, to any vehicle that is primarily sold as a truck or deemed a truck by Florida's Department of Motor Vehicles. Prior to any owner or occupant contemplating purchasing a truck or pickup truck, the owner or occupant must send a written request for approval to the Association that includes a picture of the potential vehicle. Similarly, no modifications, changes, or alterations to the Truck that are visible from the exterior, including but without limitation oversized or any changes to tires, lift kits, exterior paint changes, bumper modifications, custom exhaust modifications, changes to any of the wheels, etc. ...

9.10 Towing of Vehicles. Without limiting other remedies, all vehicles or trucks parked in violation hereof anywhere in Fairfield at Boca, including on the Parcel, may be towed by the Association in compliance with Chapter 715 of the Florida Statutes.

9.11 Limitation on Pets (use and number). No Owner may own or otherwise possess more than two (2) animals in any home, except birds or fish do not count toward the limit. However, any pet in excess of the limit that is owned by an owner on the date this Declaration is recorded is grandfathered in. However, for clarity and emphasis, only the excess pet residing as of the date of these rules is grandfathered, not the owner. Therefore, an owner who has (e.g.) four (4) pets as of the date of this Declaration, may not replace or add a pet until it is under the two (2) pet limit. Thus, for example, the owner with four (4) pets may not get a new pet until at least three (3) of its pets have died or otherwise ceased residing in the home or the Parcel. Moreover, the grandfathering will not apply if the pet is a nuisance. More generally, the housing of any pets whatsoever is subject to termination by the Board of Directors if the pet becomes a nuisance or the pet's owner does not follow the rules regarding pets herein. In addition, no pets shall be kept, bred, or maintained for any commercial purpose. If a pet is outside, the Owner must at all times accompany the pet, and the pet must be confined on a leash which affords the Owner adequate control over the pet. In addition, and without limitation, all rules regarding pet waste must be abided by.

9.12 Nuisance Pets. Without limiting the above, or the general nuisance provision, it shall be a *per se* nuisance if any dog barks, yelps, whines or makes any noise for more than 5 minutes in any one (1) hour period or on a continuous basis.

In addition, and without limiting the above, a pet shall be a nuisance if it:

- Causes damage to or destruction of another's property; causes unsanitary, dangerous or offensive conditions; or
- Creates a pest, parasite or scavenger control problem which is not effectively treated; or
- Chases, runs after, or jumps at moving vehicles or persons; or
- Attacks, bites or injures a person, or snaps, growls, snarls, jumps upon or otherwise threatens persons without provocation; or
- Feeds from, turns over, or otherwise disturbs garbage containers; or
- Scratches or digs in flowerbeds or otherwise damages property.

ARTICLE X METHOD OF AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend the existing Declaration of shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the

proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. An amendment is adopted if approved by a majority of the Voting Interests of the Association (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law. However, it shall relate back to the date of the declaration originally recorded by the Association and owners are on notice that rules and covenants may change, and that they are not entitled to the status quo. Nevertheless, at the discretion of the Association's Board of Directors, any violation may be "grandfathered" in as to existing violations that pre-date any amendment.

10.6 Automatic Amendment. Whenever Chapter 720, Florida Statutes Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended, same will be incorporated herein by reference and will supersede any language specific or otherwise herein to the contrary.

ARTICLE XI COMPLIANCE AND DEFAULT.

11.1 Duty to Comply; Right to Sue. Each Parcel Owner, his Family, Tenants, Guests, Invitees and all home Occupants and the Association shall be governed by and shall comply with the provisions of the Act and the Covenants. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Parcel Owner, against:

11.1.1 The Association;

11.1.2 A Parcel Owner; or

11.1.3 Anyone who occupies a Parcel as a Parcel Owner, Family member, Tenant, Occupant or Guest. Parcel Owners shall be jointly and severally liable for violations of the Documents by their Family members, Tenants, Guests, Invitees and home Occupants.

11.2 The Association shall have no obligation to pursue legal action against violations of the governing documents in circumstances where the Association, acting upon its best business judgment or upon the advice of its legal counsel, reasonably believes such legal action is not in the best legal, economic, or practical interests of the Association. Under such circumstances, interested members who feel differently may file an enforcement action on their own behalf against the violating party.

11.3 Sub-Association Enforcement. In the event a Sub-Association fails to enforce its provisions under its Covenants or that of the Master Association, then Sub-Association assigns to Master Association all its rights to enforce as well as entitlement to costs and attorney's fees under its Covenants to enforce its Provisions against any Owner, Tenant, Guest or Invitee.

11.4 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a Parcel Owner, Family member, Tenant, Guest, Invitee home Occupant or the Association to comply with the requirements of the Act or the Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. In addition, and without limitation, the prevailing party in any litigation shall be entitled to reimbursement of all attorney's fees, costs and expenses of the litigation or related investigation, all as actually incurred, including, without limitation, attorneys' fees, costs (whether taxable court costs or not), and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in the trial court to determine the reasonable amount of fees or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes, or incurred in the collection of any awarded judgment.

In addition, and without limiting the above or the lien for Charges, the Association shall also recover attorney's fees it incurs related to an Owner's noncompliance where no court action is filed including, but not limited to, arbitration/mediation and pre-litigation fees incurred and fees reasonably incurred by the Association in obtaining compliance with the Documents. Notwithstanding the foregoing, the Board shall provide at least one (or more at the Board's discretion) notice and opportunity to cure to the owner without demanding attorney's fees, although the attorney's fees incurred in connection with same (or prior to same) shall be due by the Owner to the Association if the Owner does not comply with the notice and opportunity to cure. Any amounts due pursuant to this paragraph or awarded by the Court if applicable shall be secured by a lien for Charges.

11.5 No Election of Remedies. All rights, remedies and privileges granted to the Association herein shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Documents, or at law or in equity, unless explicitly limited by these documents.

11.6 Waiver of Application of Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Documents, or to permit a deviation from said covenants or restrictions, as to any Parcel where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Parcels, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Documents as same may be applied in the future.

11.7 Notice of Claim or Suit

11.7.1 Notice of Claim. Anything to the contrary herein notwithstanding, as a condition precedent to any claim against the Association for any relief whatsoever, and in addition to the pre-suit mediation required by Chapter 720 if applicable, the Owner must give the Association notice of its intent to seek money or other relief from the Association and with a reasonable opportunity to cure, if possible before taking any curative or legal action, including but not limited to the mediation demand letter set forth in the Act. Without limitation, if the owner undertakes repairs or otherwise incurs an expense without providing such notice and opportunity to cure, the absence of such notice and opportunity to cure where it would have been possible to do so shall create a conclusive presumption that the Association is not liable for the expense or claim, or that the relief sought by the owner should not be granted. The Board of Directors may waive this presumption in their sole discretion.

11.7.2 Notice of Suit. A Parcel Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Parcel, or impose liability on the Association, such notice to be given five (5) days after the Parcel Owner receives actual knowledge thereof. However, failure of an Owner to comply with this Section will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Documents, shall be deemed to run with the land.

12.2 Savings Clause. If any provision of the Governing Documents or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Documents shall remain in full force and effect. Moreover, as to the offending provision, the Court shall be permitted to reform it or “blue pencil” it and enforce it to the maximum extent permitted by law.

12.3 Heirs, Successors and Assigns. These Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Parcel Owners.

12.4 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Parcel based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Documents, when necessary to afford handicapped individuals the opportunity to enjoy the premises, or to comply with other legal requirements. The Association may establish procedures or forms for applying for reasonable accommodations.

12.5 Conflicts. In the event of a conflict between any provision of the Documents and the Act, the Act shall control, except in cases where the Act permits the Documents to regulate the subject, in which case the Documents will control. In the event of a conflict between this Declaration and the other Documents, same shall be governed as provided in the Bylaws.

12.6 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Documents. The Board’s interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association’s legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation is valid.

12.7 Captions and Headings. The headings and captions used in the Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Documents.

ARTICLE XIII MAINTENANCE OF SUB-ASSOCIATION COMMON AREA

13.1 The roadways within the Fairfield community are private roads that must be maintained, including repairs and periodic lifts to the roadways. The Master Association shall have the sole discretion to determine the maintenance requirements for the roadways and the frequency of those maintenance requirements.

13.2 The roadways within Fairfield at Boca, Lennox Drive, NW 8th Street and Fairfield Drive, are owned and maintained by the Master Association.

13.3 The expenses associated with such work shall be a Common Expense of the Master Association for which each Sub-Association shall contribute to such expense as part of its regular assessments in a manner proportionate to the amount of roadway that comprise each Sub-Association. As provided for herein, roadways are a common expense of the Association, however, the Sub-Association shall assess and collect for such expenses as set forth above.

**ARTICLE XIV
ATTORNEYS FEES AND COSTS**

In any enforcement action of any provision whatsoever found herein, the Bylaws, Articles of Incorporation and Rules & Regulations, the prevailing party shall be entitled to its costs, reasonable attorney's fees, any fees to litigating attorney fees entitlement and amount, as well as all appellate fees. Said Judgment shall be a lien against the property of the Owner(s) and collectible as an individual assessment

**ARTICLE XV
SUPREMACY CLAUSE**

Any Sub-Association Declaration of Covenants shall govern supreme where a conflict exists with the Master Association Declaration of Covenants. In the event that a Sub-Association Declaration is silent on a matter, then the Master Association Declaration of Covenant will prevail. The Master Association shall not be obligated to enforce the Sub-Association Covenants and Declaration of Condominiums against any Owner(s), said obligation is that of the Sub-Associations.

**ARTICLE XVI
AUTOMATIC AMENDMENT (*Kaufman*)**

Whenever Chapter 720, Florida Statutes Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended, same will be incorporated herein by reference and will supersede any language specific or otherwise herein to the contrary, unless specifically excluded by the Board of Directors as may be permitted under the law.

FAIRFIELD AT BOCA, 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.

IN WITNESS WHEREOF, FAIRFIELD AT BOCA has caused these Covenants to be properly executed by its respective duly authorized officers, and recorded in the Public Records of Palm Beach County, Florida this ____ day of April 2018.

Signed, sealed and delivered
in the presence of:

FAIRFIELD AT BOCA

Attest: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and county aforesaid to take acknowledgements, personally appeared _____ and _____, to me known to be the Authorized Signatories of Fairfield at Boca, the corporation in which 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.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of May, 2018

Notary Public

My Commission expires: