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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TOWNHOMES II OF FAIRFIELD

THIS DOCUMENT contains certain covenants and restrictions made by FAIRFIELD COMMUNITIES, INC. a Delaware corporation, on May 1, 1989. FAIRFIELD COMMUNITIES, INC. is called the "Developer" in this document.

DEVELOPMENT PLAN

Fairfield at Boca is a planned unit development (P.U.D.) located in Palm Beach County, Florida currently consisting of several projects: Carriage Houses I, a condominium, and Court Homes I, Court Homes, Phase 2, Court Homes, Phase 3, Single Family Homes, and Townhomes of Fairfield subdivisions. The land plan for Fairfield at Boca contemplates single family homes, cluster homes, condominium units and townhomes with private streets, recreation and open spaces, sanitary sewer, drainage and water services. Townhomes II of Fairfield is an additional subdivision in Fairfield at Boca which will contain thirty-four (34) townhome lots and common properties.

At the time of its development, each subdivision in Fairfield at Boca has been subjected to certain community requirements. The requirements relating to the recreational facilities to be used in common by all residents of Fairfield at Boca are contained in a document entitled "Declaration of Covenants for Fairfield at Boca", which is recorded in Official Records Book 4758, page 1304 of the public records of Palm Beach County, Florida, as amended from time to time (the "Master Covenants"). The Master Covenants provide for their enforcement by an overall master association. Each owner of a lot or unit in Fairfield at Boca which has been subjected to the Master Covenants is a member of the master association.

In addition to the Master Covenants, other covenants and restrictions may be imposed on a subdivision by the developer of that subdivision. These covenants relate only to the particular subdivision and are generally enforced by a subdivision association.

Townhomes II of Fairfield subdivision will be encumbered by both the Master Covenants which will be enforced by the master association and by covenants which pertain only to Townhomes II of Fairfield which will be enforced by a subdivision association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Townhomes II of Fairfield which is described as Blocks 4 through 13, inclusive, and parcels, E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida to the covenants and restrictions contained in this document and to the above referenced Master Covenants. This document is sometimes referred to as the "Covenants."

Developer declares that Townhomes II of Fairfield shall be conveyed and occupied subject to all matters set forth in the Master Covenants and in this document. These Covenants and the Master Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the public records.

This instrument was prepared by
LYNDA R. AYCOCK
P. O. Box 59
Jacksonville, Florida 32201
Please Record And Return To Above

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guests, tenants and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article. These words are capitalized when they appear in this document. When a capitalized word is encountered in this document reference should be made to this Article or page 1 of this document for the meaning of the word.

Section 2.1. Assessments. Annual, special, and insurance assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.2. Board of Directors. The Board of Directors of the Subdivision Association.

Section 2.3. Common Property. Real or personal property, or interests in real or personal property, which are intended for the common use and benefit of all Owners, including the surface water management system, if any, located in the Subdivision as permitted by the South Florida Water Management District, including culverts and related appurtenances. The initial Common Property to be deeded to the Subdivision Association at the time of the conveyance of the first Lot is described as Parcels E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to Plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.4. Lot. Each part of a Block containing one (1) Townhome. There are thirty-four lots in Townhomes II of Fairfield. The Lots are contained in the Blocks 4 through 13, inclusive, of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.5. Master Association. Fairfield at Boca Association, Inc., a Florida not for profit corporation.

Section 2.6. Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.7. Subdivision. This term shall mean all the property known as Townhomes II of Fairfield which consists of Blocks 4 through 13, inclusive, and Parcels E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.8. Subdivision Association. Townhomes II of Fairfield, Inc., a Florida not for profit corporation.

Section 2.9. Townhome. The dwelling unit constructed on each Lot.

ARTICLE III

SUBDIVISION ASSESSMENTS

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Lot Owners, landscaping on Lots and Common Property, providing enforcement of the Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, liability insurance on Common Property, casualty insurance on Townhomes, street lighting for Subdivision streets and collecting the Assessments payable to the Master Association. The Subdivision Association shall have the right to increase or reduce the services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which come due during the time such Owner owns the Lot.

Section 3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally liable (jointly and severally) for Assessments which fall due during the time such Owner owns the Lot. The personal liability of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Lots are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public records of Palm Beach County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Lot for unpaid Assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid. A properly executed certificate shall be binding on the Subdivision Association as of the date of its issuance. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid.

Section 3.3. Annual Assessments. The Subdivision 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 Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform.

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

Section 3.5. Maximum Annual Assessment. Until December 31, 1989 the maximum annual Assessment shall be One hundred ten and 11/100 Dollars (\$ 110.11) per Lot.

Section 3.6. Special Assessments. The Subdivision 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 Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Five Hundred Dollars (\$500.00) 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 Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement or to repair or maintain Townhomes in accordance with Section 8.3 of these Covenants if the special Assessment is approved in writing by the Owners of sixty percent (60%) of the Townhomes to be assessed and the Developer until all Lots are conveyed to other Owners.

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

a. Class I -- All Lots which have a Townhome constructed thereon for which a certificate of occupancy has been issued.

b. Class II -- All Lots which are not Class I Lots.

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

Section 3.8. Insurance Assessment. So long as a blanket casualty insurance policy is maintained on the Townhomes, each Lot shall be liable for the prorata cost of insurance applicable to the Townhome constructed on the Lot, as determined by the insurance carrier in a fair and equitable manner. The Board of Directors of the Association shall fix the periods of collection of the insurance Assessment. The Assessment applicable to each Lot will be determined by the type of Townhome constructed on the Lot and will be the same for all Owners of Townhomes of the same type and location. The insurance policy to be provided by the Subdivision Association will not insure Owner improvements to the Townhome, or any personal property. Each Owner will be provided a copy of the master policy to enable such Owner to obtain such additional insurance as such Owner desires. No Owner shall take or fail to take any action that will increase the rate of insurance on any Townhome or the Common Property. The liability for any additional insurance costs to the Subdivision Association by reason of any such action or inaction shall be the sole responsibility of the Owner whose act or actions caused the increase.

Section 3.9. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment not paid

within fifteen (15) days after the due date shall bear a late fee of Ten Dollars (\$10.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of Common Property or by abandonment of the Lot owned by such Owner.

Section 3.10. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a first mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date or which fell due before the recording of such mortgage.

Section 3.11. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, tenants or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-resident Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the private roadways and parking areas shown on the plat. The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Developer or the Subdivision Association to any person who, in the reasonable opinion of the Developer or Subdivision Association may create a disturbance or nuisance on any part of the Fairfield at Boca community. The Developer shall have the right, but not the obligation, to control all types of traffic on the Common Property, including private roadways and parking areas, including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Developer may result in damage to the private roadways or parking areas. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the

private roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct use by motorists or pedestrians of any of the private roadways or parking areas. The Developer may relocate or close any part of the private roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of Palm Beach County. An Owner shall also have the benefit of the underground sprinkler lines on such Owner's Lot.

Each Owner, by acceptance of such Owner's deed, grants to Owners of the several adjoining Townhomes the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical lines and pipes under such Owner's Lot or in and through the Townhome roof and party wall, provided that use of this easement shall not damage or destroy any Lot or Townhome. Any damage to the Lot or Townhome caused by an Owner's maintenance of utilities within this easement shall be restored at the expense of such Owner.

Section 4.4. Parking. The Owners of each Lot shall have one (1) designated automobile parking space as near and convenient to the Lot as reasonably possible. The Subdivision Association may assign additional parking spaces for each Lot on a fair and impartial basis or may designate the use of certain parking areas for the exclusive use of a particular group of Owners, as the Subdivision Association deems advisable.

Section 4.5. Common Walls. Each Owner, by acceptance of his deed, grants to each adjoining Owner the right and easement to use the common wall shared by their Townhomes ("party wall") for any purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not injure the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall or another Townhome which is caused by his use of the party wall. If the party wall is destroyed, any Owner who has used the wall may restore it and the other adjoining Owner using the wall shall contribute to the cost of restoration in proportion to such use, except as provided in Section 3.11.

Section 4.6. Easements Across Adjacent Residential Parcels. As the nature of Townhome development necessitates the entry onto adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Owner, the Subdivision Association, and the Master Association, their agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

Section 4.7. Easements for Eaves, Trellis and Other Projections. As the nature of Townhomes development anticipates that Townhomes may be constructed on or near lot lines, the eaves and other similar projections of some Townhomes as constructed by

Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this Section 4.7., the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.7., the "Dominant Lot") a perpetual easement over and on such portion of each Servient Lot as is necessary to accommodate the eaves and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. In the event of destruction of the Townhome on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement Townhome constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as the Townhome originally constructed on the Dominant Lot by the Developer.

Section 4.8 Canopies. The Subdivision Association grants to the Owners of each Lot a perpetual easement for the maintenance and installation of a canopy which overhangs and encroaches over Common Property provided the canopy is installed by the Developer or approved by the Subdivision Association in accordance with Article VIII of these Covenants.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents, or employees shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants including without limitation the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Association to enforce the provisions of these Covenants, the Association shall be entitled to recover its attorneys' fees if it is the prevailing party.

Section 5.2. Other Assessments. Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or Townhomes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3. Common Property Rights. The Subdivision Association shall have the right:

1) to adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners;

2) to charge nondiscriminatory and reasonable fees for the private use of any recreational facility;

3) to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

4) to convey or encumber any Common Property if authorized in writing by the Class B member until it terminates and then by two-thirds (2/3) of the Class A Members.

5) to grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the community;

6) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and be enforceable as provided in Article III of these Covenants.

Section 5.4. Insurance Rights. The Owners recognize that each Townhome shares a party wall or walls with other Townhomes and that individual insurance policies may promote disputes between Owners and insurance carriers. Accordingly, the Subdivision Association shall obtain a blanket casualty insurance policy on all Townhomes in the Subdivision unless the Owners of two-thirds (2/3) of the Lots and all holders of first mortgages on the Lots in the Subdivision by written instrument properly executed, witnessed and acknowledged, elect to have each Owner provide separate insurance coverage on his Lot and Townhome. The casualty policy to be obtained by the Association will be paid for by insurance Assessments from the Owners as provided in Section 3.8.

ARTICLE VI

RIGHTS RESERVED BY DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer reserves an exclusive easement over, on and under each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.6. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Common Property.

Section 6.7. Release of Restrictions, Easements. If a Townhome is erected, or the construction of the Townhome is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Townhome over the Lot line, or on the Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision.

ARTICLE VII

MASTER ASSOCIATION RIGHTS OTHER COVENANTS AND RESTRICTIONS AND ASSOCIATIONS

Section 7.1. Deed Restrictions. Arvida Corporation in its deed to Developer recorded in Official Records Book 4109, page 1058, of the public records of Palm Beach County, Florida, imposed restrictions upon the Fairfield at Boca community with respect to the maintenance of landscaping around the community and within Military Trail Right of Way and with respect to construction and modification of improvements within Fairfield at Boca. All unit owners are bound by these restrictions. These restrictions are intended to preserve the unique beauty of the Boca Raton Community and should be reviewed carefully.

Section 7.2. Trail East Restrictions. Arvida Corporation, prior to conveyance of the Cedar Grove P.U.D. to Developer, imposed certain covenants and restrictions on the Cedar Grove P.U.D. regarding water management and landscaping around the lake referred to in such covenants which is adjacent to the Cedar Grove P.U.D. These covenants are the Declaration of Covenants and Restrictions for Trail East and are recorded in Official Records Book 3155, page 502, of the public records of Palm Beach County, Florida, as amended in Official Records Book

3169, page 67, and Official Records Book 3542, page 467, of the public records of Palm Beach County, Florida. All Owners are bound by these restrictions.

Pursuant to the Declaration of Covenants for Trail East, any Subassociations created for the benefit of the unit owners are required to appoint a representative to cast the votes allotted to the unit owners by the Declaration of Covenants, Articles, and By-Laws of Trail East. Such representative shall be deemed to hold a proxy empowering the representative to cast the votes for the one (1) year term of his appointment. The Subdivision Association is a "Subassociation" as defined in the covenants.

To enforce the Trail East covenants, Arvida created the Trail East Property Owners Association, Inc. Each Owner is a member of the Trail East association. The Association is a "Subassociation" as defined in Article V, Section 2, of the Trail East Covenants. The Association has the obligation under the Trail East covenants to appoint a representative to cast all of the votes allotted by the Trail East covenants, the Trail East Property Owner's Association, Inc., Articles and Bylaws to the members of the Subdivision Association, as provided in Article V of the Articles of Incorporation of Trail East Property Owner's Association, Inc.

Section 7.3. Fairfield at Boca. Common areas in the Fairfield at Boca community are maintained by a Master Association. Members of the Master Association are Developer and Townhomeowners in each subdivision and condominium in Fairfield at Boca subjected to the Declaration of Covenants for Fairfield at Boca from time to time. The Master Association for the Fairfield at Boca community has certain powers, rights and duties with respect to the Subdivision and Fairfield at Boca which are set forth in its Articles of Incorporation and By-Laws and in the Declaration of Covenants for Fairfield at Boca. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, easement areas, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes, greenbelts within Fairfield at Boca, and other common areas to be used in common with all residents of Fairfield at Boca, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Fairfield at Boca Declaration. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot and condominium unit in Fairfield at Boca will be subjected to the Master Covenants as it is developed.

Pursuant to the Declaration of Covenants for Fairfield at Boca, any Subassociation created for the benefit of the unit owners is required to appoint a representative to cast the votes allotted to the unit owners by the Declaration of Covenants, Articles, and By-Laws of Fairfield at Boca. Such representative shall be deemed to hold a proxy empowering the representative to cast the votes for the one (1) year term of his appointment. The Subdivision Association is a "Subassociation" as defined in the Covenants.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Duties and Powers of the Subdivision Association. Except for the initial construction of Townhomes and other improvements upon any Lot and improvements to the Common Property by Developer and except as otherwise provided in this document, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY TOWNHOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOT SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape devise or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the Townhome. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the Townhomes. The Subdivision Association may adopt additional standards and criteria to effect the purpose of this Section.

Section 8.2. Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- a. Be not less than 1/8" - 1' scale.
- b. Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- c. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

1. A landscape scheme;
2. A list of all plant stock included in the scheme;
3. The size of such stock at the time of planting;

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be

landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Section 8.3. Maintenance of Townhomes and Lots.

a. Each Lot, Townhome and other improvement on the Lot shall be maintained by the Owner of such Lot, except as provided in this Section 8.3, in a neat and attractive condition. All landscaping on Common Property or areas within the Lot but outside Lot courtyards, will be maintained by the Subdivision Association. The Subdivision Association may, but is not required to, replace trees.

b. The roof of Townhomes in each group of connected Lots ("Townhome Cluster") are to be maintained by the Subdivision Association and repainting and cleaning of exterior walls, exclusive of windows of Townhomes and the exteriors of fence enclosures shall be maintained by the Subdivision Association for all Townhomes. A reasonable reserve for such maintenance will be established by the Subdivision Association. No Owner shall be permitted on the roof of any Townhome.

Any other maintenance to a Lot or Townhome except as provided in (a) and (b) above shall be at the expense of the Owner of such Townhome and Lot. Such maintenance shall include all interior maintenance and the repair and replacement of all windows.

c. In the event of damage or destruction by fire or other casualty to the Townhome or improvements on any Lot, the Owner or Owners shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Townhome(s) or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 8.4. Miscellaneous Use Restrictions.

a. No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Subdivision Association prior to construction. The Subdivision Association may require that the appearance, composition and color of any fence be consistent with fences around surrounding Townhomes.

b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association.

c. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be contained within the courtyard walls. No clothing or

cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot.

d. No animals, except usual household pets, shall be kept on any Lot. The number of animals kept as pets other than fish (i.e., dogs, cats, reptiles) shall not exceed two (2) in any one household provided that as to new Owners first acquiring property in the Fairfield at Boca community who own more than two pets, the Subdivision Association shall have the right to grant to such Owners a special exemption of limited duration to permit more than two pets in the household. The exemption shall be in writing and shall be recorded in the minute book of the Subdivision Association. Pets shall be kept only in the Townhome or within the fenced courtyard area. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. Pets will be permitted to relieve themselves only in designated areas. Owners will be required to clean up after any pet that relieves itself in any area other than a designated area.

e. No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

f. No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

g. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. 'For Sale' signs shall not exceed four (4) square feet or be taller than thirty-six inches (36") and in accordance with uniform sign standards adopted by the Subdivision Association or approved in writing by the Subdivision Association as to appearance and location.

h. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

i. No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to Townhomes, each Owner, on the request of

the Subdivision Association, shall promptly replace the boxes previously employed for such purpose or purposes with wall receptacles attached to Townhomes.

j. No Townhome shall be leased or rented for a period of less than four (4) months without the express written consent of the Subdivision Association. A copy of the lease on each Townhome shall be delivered to the Subdivision Association at or before the time the tenant takes possession of the Townhome.

k. The parking of vehicles in the Subdivision is restricted as follows:

(1) Automobiles -- Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways, parking areas and garages. Automobiles with advertising or logos shall be parked only in garages or in areas designated by the Subdivision Association for such purpose.

(2) Passenger Vans -- Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways, parking areas and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages or areas designated by the Subdivision Association for such purpose.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purpose" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a "passenger van". A non-passenger van shall be subject to the same restrictions as a truck rated one-half (1/2) ton or less, as more fully provided in subparagraph (3) below.

(3) Trucks and Non-passenger Vans -- Trucks rated one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the Subdivision if parked in garages or areas designated by the Subdivision Association for such purposes. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than four (4) hours. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation, are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence.

(4) Boats, Campers, Trailers -- Boats, campers, and trailers shall be permitted to be parked in the Subdivision only if parked in garages and if there are no garages, they shall not be permitted.

(5) Travel Trailers, Motor Coaches, Motor Townhomes, Mobile Townhomes -- Travel trailers, motor coaches, motor Townhomes, mobile Townhomes and any other trailer or vehicle not specifically permitted by sections (1) through (4) above shall not be parked in the Subdivision at any time.

(6) Hardship -- In cases of undue hardship, the Subdivision Association may grant a special

exception of limited duration to the provisions of this Section upon written request to the Subdivision Association.

(7) Lawns, Streets -- No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

1. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

m. Drapery or window treatment visible from outside of a Townhome shall be white or beige or other shade or color approved by the Subdivision Association. No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Subdivision Association if it is non-metallic in appearance.

n. No flagpoles except for flagpoles attached to the side of a Townhome and not in excess of six (6) feet in length shall be erected or maintained on any Lot or Townhome. Flags attached thereto shall not be more than five (5) feet long by four (4) feet wide. Except with the written consent of both the Subdivision Association and the Master Association; the only flag which shall be displayed outside the dwelling on any Lot shall be the flag of the United States of America.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Boca Raton for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 9.2. Sewage System. The central sewage system provided by the City of Boca Raton for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the City. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Developer. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Developer.

Section 9.5. Cable Television System. To the extent permitted by law, Developer reserves the exclusive right to provide cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this paragraph shall be construed to obligate Developer to provide cable television service to the Subdivision.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty-five (25) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the president or vice president and secretary or assistant secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Townhome Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of Townhome loan mortgages or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer. 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 River Water Management District.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

Section 10.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring

construction, the issue 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 issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, FAIRFIELD COMMUNITIES, INC. a Delaware corporation, has caused these Covenants to be properly executed by its duly authorized signatories and recorded in the public records of Palm Beach County, Florida, this 17th day of MAY, 1989.

Signed, sealed and delivered in the presence of:

FAIRFIELD COMMUNITIES, INC.

Walter Galloway
[Signature]

By B. Keller
Its Authorized Signatory

Attest Dee Baluh
Its Authorized Signatory
(Corporate Seal)

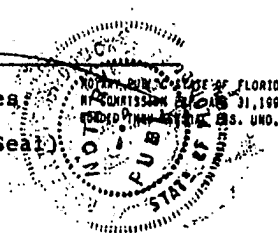
STATE OF FLORIDA
COUNTY OF PALM BEACH

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

WITNESS my hand and official seal in the County and State aforesaid this 17th day of MAY, 1989.

[Signature]
Notary Public
My commission expires

(Notarial Seal)



SEP-26-1995 1:27PM 95-310152

This instrument prepared by/return to
Patrice Leonard, President Townhomes II of Fairfield
2209 North Federal Highway
Suite 212
Boca Raton, Florida 33431

GRS 8934 Ps 355
GURDOTH H. WILKIN, CLERK PB COUNTY, FL

Whereas, the Declaration of Covenants and Restrictions for Townhomes II of Fairfield, Inc. has been duly recorded in the Public record of Palm Beach County, Florida, in the official Records Book 3074 at page 1280 and.

Whereas, at a duly called and noticed meeting of the membership of Townhomes II of Fairfield Homeowners Association, Inc. a Florida not-for-profit corporation, held on September 5, 1995, the aforementioned Declaration of Covenants and Restrictions were amended pursuant to the provisions of said bylaws.

NOW, THEREFORE, the undersigned hereby certify that the amendment to the Declaration are a true and correct copy of the amendment to the Declaration of Covenants and Restrictions as amended by the membership:

(underlining indicates additions, "-----" indicated deletions)

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS:
Article VIII, Architectural Controls, Section 8.3. b. Maintenance Of Townhomes and Lots is amended to read as follows:

b. The roof of Townhomes in each group of connected Lots (Townhomes Cluster) are to be maintained by the Subdivision Association and repainting and cleaning of exterior walls, exclusive of windows of Townhomes and the exteriors of fence enclosures shall be maintained by the Subdivision Association for all Townhomes. The exterior siding and trim of the Townhome shall also be maintained by the Sub Association. A reasonable reserve for such maintenance will be established by the Subdivision Association. No Owner shall be permitted on the roof of any Townhome.

Any other maintenance to a Lot or Townhome except as provided in (a) and (b) above shall be at the expense of the Owner of such Townhome and Lot. Such maintenance shall include all interior maintenance and the repair and replacement of all windows.

WITNESS my signature hereto this 26th day of September 1995, at Boca Raton, Palm Beach County, Florida.

Patrice Leonard
Witness
Patrice Leonard
Witness

TOWNHOMES II OF FAIRFIELD H.O.A.
BY: Patrice Leonard (SEAL)
President
ATTEST: Nachelle Cohen (SEAL)
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared Patrice Leonard and Nachelle Cohen, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for herself and not for the other, and that the facts therein stated are truly set forth.

Dated at Boca Raton, Palm Beach County, Florida, this 26th day of September, 1995.
Thomas P. Leonard
NOTARY PUBLIC, State Of Florida.
My Commission Expires: At Large

T21AMEND.DOC

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Oct. 22, 1995.
BONDED THROUGH MY PUBLIC UNDERWRITERS

Return to Gold Coast Title Co. West
5630 G Street, Suite 101
Dade County, Florida 33131
Will Call 19

OCT-10-1989 11:19am 89-289439

ORB 6221 Pg 175

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TOWNHOMES II OF FAIRFIELD

BY THIS AMENDMENT, FAIRFIELD COMMUNITIES, INC., a Delaware corporation (hereinafter referred to as "Developer"), amends that certain Declaration of Covenants and Restrictions for Townhomes II of Fairfield, recorded in Official Records Book 6074, beginning at page 1280, in the public records of Palm Beach County, Florida (hereinafter referred to as the "Declaration").

WHEREAS, in completing Section 3.5 of the Declaration which provides the maximum annual assessment for the period through December 31, 1989, the Developer, through a scrivener's error, inadvertently inserted the maximum monthly assessment rather than the maximum annual assessment and the Developer desires to correct such error;

NOW, THEREFORE, the Developer hereby amends Section 3.5 of the Declaration to read in its entirety as follows:

Section 3.5. Maximum Annual Assessment. Until December 31, 1989, the maximum annual Assessment shall be One Thousand Three Hundred Twenty-One and 32/100 Dollars (\$1,321.32) per Lot.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed by its duly authorized signatories and recorded in the public records of Palm Beach County, Florida, this 5 day of October, 1989.

Signed, sealed and delivered in the presence of:

[Signature]
John P. Brown

FAIRFIELD COMMUNITIES, INC.
By: [Signature]
Authorized Signatory
Attest: [Signature]
Authorized Signatory

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of October, 1989 by [Signature] and [Signature], authorized signatories of FAIRFIELD COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My commission expires: 1/10/93

(Notarial Seal) NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JAN. 10, 1993.
WITNESSED THRU NOTARY PUBLIC UNDERWRITERS.

CLC/TOWNHOMES



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

WC #19 /
Bos

MAY-23-1989 01:26PM 89-145493

URE 6074 Pg 1280

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TOWNHOMES II OF FAIRFIELD

THIS DOCUMENT contains certain covenants and restrictions made by FAIRFIELD COMMUNITIES, INC. a Delaware corporation, on May 1, 1989. FAIRFIELD COMMUNITIES, INC. is called the "Developer" in this document.

DEVELOPMENT PLAN

Fairfield at Boca is a planned unit development (P.U.D.) located in Palm Beach County, Florida currently consisting of several projects: Carriage Houses I, a condominium, and Court Homes I, Court Homes, Phase 2, Court Homes, Phase 3, Single Family Homes, and Townhomes of Fairfield subdivisions. The land plan for Fairfield at Boca contemplates single family homes, cluster homes, condominium units and townhomes with private streets, recreation and open spaces, sanitary sewer, drainage and water services. Townhomes II of Fairfield is an additional subdivision in Fairfield at Boca which will contain thirty-four (34) townhome lots and common properties.

At the time of its development, each subdivision in Fairfield at Boca has been subjected to certain community requirements. The requirements relating to the recreational facilities to be used in common by all residents of Fairfield at Boca are contained in a document entitled "Declaration of Covenants for Fairfield at Boca", which is recorded in Official Records Book 4758, page 1304 of the public records of Palm Beach County, Florida, as amended from time to time (the "Master Covenants"). The Master Covenants provide for their enforcement by an overall master association. Each owner of a lot or unit in Fairfield at Boca which has been subjected to the Master Covenants is a member of the Master association.

In addition to the Master Covenants, other covenants and restrictions may be imposed on a subdivision by the developer of that subdivision. These covenants relate only to the particular subdivision and are generally enforced by a subdivision association.

Townhomes II of Fairfield Subdivision will be encumbered by both the Master Covenants which will be enforced by the master association and by covenants which pertain only to Townhomes II of Fairfield which will be enforced by a subdivision association.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject Townhomes II of Fairfield which is described as Blocks 4 through 13, inclusive, and Parcels, E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida to the covenants and restrictions contained in this document and to the above referenced Master Covenants. This document is sometimes referred to as the "Covenants."

Developer declares that Townhomes II of Fairfield shall be conveyed and occupied subject to all matters set forth in the Master Covenants and in this document. These Covenants and the Master Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the public records.

This instrument was prepared by
LYNDA R. AYCOCK
P. O. Box 59
Jacksonville, Florida 32201
Please Record And Return To Above

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are for the purpose of protecting the value and desirability of the Subdivision and made for the mutual benefit of each and every owner of a lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each lot and its owner. Each owner, his or her family, friends, guests, tenants and invitees shall comply with the provisions of these Covenants while present within this Subdivision.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article. These words are capitalized when they appear in this document. When a capitalized word is encountered in this document reference should be made to this Article or page 1 of this document for the meaning of the word.

Section 2.1. Assessments. Annual, special, and insurance assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.2. Board of Directors. The Board of Directors of the Subdivision Association.

Section 2.3. Common Property. Real or personal property, or interests in real or personal property, which are intended for the common use and benefit of all Owners, including the surface water management system, if any, located in the Subdivision as permitted by the South Florida Water Management District, including culverts and related appurtenances. The initial Common Property to be deeded to the Subdivision Association at the time of the conveyance of the first Lot is described as Parcels E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to Plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.4. Lot. Each part of a Block containing one (1) Townhome. There are thirty-four Lots in Townhomes II of Fairfield. The Lots are contained in the Blocks 4 through 13, inclusive, of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.5. Master Association. Fairfield at Boca Association, Inc., a Florida not for profit corporation.

Section 2.6. Owner. Each person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Section 697.01, Florida Statutes.

Section 2.7. Subdivision. This term shall mean all the property known as Townhomes II of Fairfield which consists of Blocks 4 through 13, inclusive, and Parcels E, F, G and H of FAIRFIELD AT BOCA PLAT NO. FIVE OF CEDAR GROVE P.U.D. according to plat recorded in Plat Book 62, page 113-114 of the public records of Palm Beach County, Florida.

Section 2.8. Subdivision Association. Townhomes II of Fairfield, Inc., a Florida not for profit corporation.

Section 2.9. Townhome. The dwelling unit constructed on each Lot.

ARTICLE III

SUBDIVISION ASSESSMENTS

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Lot Owners, landscaping on Lots and Common Property, providing enforcement of the Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Common Property, liability insurance on Common Property, casualty insurance on Townhomes, street lighting for Subdivision streets and collecting the Assessments payable to the Master Association. The Subdivision Association shall have the right to increase or reduce the services it provides and to add or delete services by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Lots and their Owners. Each Owner is personally obligated for Assessments which come due during the time such Owner owns the Lot.

Section 3.2. Enforcement of Assessments.

3.2.1. Personal Obligation. Each Owner is personally liable (jointly and severally) for Assessments which fall due during the time such Owner owns the Lot. The personal liability of an Owner for Assessments will not pass to such Owner's successors in title unless assumed by them.

3.2.2. Lien. All Lots are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants, whether or not the deed to the Lot refers to these Covenants. This continuing lien also secures interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorney's fees. Notice of the lien will be given by recording a claim of lien in the public records of Palm Beach County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. A claim of lien may be filed against a Lot for unpaid Assessments after conveyance of the Lot. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate in recordable form signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Lot and whether the Assessment has been paid. A properly executed certificate shall be binding on the Subdivision Association as of the date of its issuance. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid.

Section 3.3. Annual Assessments. The Subdivision 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 Lot of the amount and the date on which the Assessments are payable and the place of payment. Annual Assessments shall be uniform.

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

Section 3.5. Maximum Annual Assessment. Until December 31, 1989 the maximum annual Assessment shall be One hundred ten and 11/100 Dollars (\$ 110.11) per Lot.

Section 3.6. Special Assessments. The Subdivision 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 Subdivision Association without concurrence of the Owners. A major repair is a repair made to an existing capital improvement which exceeds Five Hundred Dollars (\$500.00) 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 Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement or to repair or maintain Townhomes in accordance with Section 8.3 of these Covenants if the special Assessment is approved in writing by the Owners of sixty percent (60%) of the Townhomes to be assessed and the Developer until all Lots are conveyed to other Owners.

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

a. Class I -- All Lots which have a Townhome constructed thereon for which a certificate of occupancy has been issued.

b. Class II -- All Lots which are not Class I Lots.

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

Section 3.8. Insurance Assessment. So long as a blanket casualty insurance policy is maintained on the Townhomes, each Lot shall be liable for the prorata cost of insurance applicable to the Townhome constructed on the Lot, as determined by the insurance carrier in a fair and equitable manner. The Board of Directors of the Association shall fix the periods of collection of the insurance Assessment. The Assessment applicable to each Lot will be determined by the type of Townhome constructed on the Lot and will be the same for all Owners of Townhomes of the same type and location. The insurance policy to be provided by the Subdivision Association will not insure Owner improvements to the Townhome, or any personal property. Each Owner will be provided a copy of the master policy to enable such Owner to obtain such additional insurance as such Owner desires. No Owner shall take or fail to take any action that will increase the rate of insurance on any Townhome or the Common Property. The liability for any additional insurance costs to the Subdivision Association by reason of any such action or inaction shall be the sole responsibility of the Owner whose act or actions caused the increase.

Section 3.9. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment not paid

within fifteen (15) days after the due date shall bear a late fee of Ten Dollars (\$10.00) and interest from the due date at the rate of eighteen percent (18%) per annum until paid. The Subdivision Association may bring an action against the Owner of the Lot for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. The Association may waive payment of late fees and interest on an Assessment but may not waive payment of the Assessment. No member may waive or otherwise escape liability for Assessments by non-use of Common Property or by abandonment of the Lot owned by such Owner.

Section 3.10. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot so long as all Assessments levied against the Lot which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot pursuant to a first mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure, but not for Assessments which fall due after such date or which fell due before the recording of such mortgage.

Section 3.11. Damage by Owners. The Owner of a Lot shall be responsible for any expense incurred by the Subdivision Association to maintain, repair or replace Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, tenants or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Common Property. Each Owner and members of such Owner's family residing with the Owner, or the tenant of a non-resident Owner, has the non-exclusive right to use Common Property for the purpose for which it is intended. This right shall pass with title to the Lot owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the private roadways and parking areas shown on the plat. The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the private roadways. Ingress may be denied by the Developer or the Subdivision Association to any person who, in the reasonable opinion of the Developer or Subdivision Association may create a disturbance or nuisance on any part of the Fairfield at Boca community. The Developer shall have the right, but not the obligation, to control all types of traffic on the Common Property, including private roadways and parking areas, including the right to prohibit use of the roadways by traffic or vehicles which in the reasonable opinion of the Developer may result in damage to the private roadways or parking areas. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the

private roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct use by motorists or pedestrians of any of the private roadways or parking areas. The Developer may relocate or close any part of the private roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner shall have access to the underground utility lines, lift and pumping stations, pipes, sewers, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of Palm Beach County. An Owner shall also have the benefit of the underground sprinkler lines on such Owner's Lot.

Each Owner, by acceptance of such Owner's deed, grants to Owners of the several adjoining Townhomes the right and easement to install and maintain utility lines and heating or air conditioning lines, electrical lines and pipes under such Owner's Lot or in and through the Townhome roof and party wall, provided that use of this easement shall not damage or destroy any Lot or Townhome. Any damage to the Lot or Townhome caused by an Owner's maintenance of utilities within this easement shall be restored at the expense of such Owner.

Section 4.4. Parking. The Owners of each Lot shall have one (1) designated automobile parking space as near and convenient to the Lot as reasonably possible. The Subdivision Association may assign additional parking spaces for each Lot on a fair and impartial basis or may designate the use of certain parking areas for the exclusive use of a particular group of Owners, as the Subdivision Association deems advisable.

Section 4.5. Common Walls. Each Owner, by acceptance of his deed, grants to each adjoining Owner the right and easement to use the common wall shared by their Townhomes ("party wall") for any purpose such adjoining Owner chooses. This right is subject to the condition that the use of the party wall by an Owner shall not injure the wall or impair the right of the adjoining Owner to use the wall. Maintenance of decorative finishes or structures affixed to the party wall shall be the sole responsibility of the Owner affixing the item. Each Owner shall be responsible for any damage he causes to the party wall or another Townhome which is caused by his use of the party wall. If the party wall is destroyed, any Owner who has used the wall may restore it and the other adjoining Owner using the wall shall contribute to the cost of restoration in proportion to such use, except as provided in Section 3.11.

Section 4.6. Easements Across Adjacent Residential Parcels. As the nature of Townhome development necessitates the entry onto adjacent Lots for the purpose of maintaining adjoining Townhomes, each Owner by acceptance of his deed grants to an adjacent Owner, the Subdivision Association, and the Master Association, their agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent Townhome or other improvements.

Section 4.7. Easements for Eaves, Trellis and Other Projections. As the nature of Townhomes development anticipates that Townhomes may be constructed on or near lot lines, the eaves and other similar projections of some Townhomes as constructed by

Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this Section 4.7., the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this Section 4.7., the "Dominant Lot") a perpetual easement over and on such portion of each Servient Lot as is necessary to accommodate the eaves and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. In the event of destruction of the Townhome on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement Townhome constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Servient Lots to the same extent as the Townhome originally constructed on the Dominant Lot by the Developer.

Section 4.8 Canopies. The Subdivision Association grants to the Owners of each Lot a perpetual easement for the maintenance and installation of a canopy which overhangs and encroaches over Common Property provided the canopy is installed by the Developer or approved by the Subdivision Association in accordance with Article VIII of these Covenants.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents or employees shall have the right, but not the obligation, to enter upon any Lot to cure any violation of these Covenants including without limitation the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing, maintenance or repair shall be at the expense of the Owner of the Lot on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action brought by the Association to enforce the provisions of these Covenants, the Association shall be entitled to recover its attorneys' fees if it is the prevailing party.

Section 5.2. Other Assessments. Any amounts owed by any Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants or maintaining or repairing Lots or Townhomes shall be due and payable within fifteen (15) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot is subject and enforceable as provided in Article III of these Covenants.

Section 5.3. Common Property Rights. The Subdivision Association shall have the right:

1) to adopt reasonable rules and regulations pertaining to the use of the Common Property and Lots, the preservation and maintenance of such property, and the safety and convenience of the Owners;

2) to charge nondiscriminatory and reasonable fees for the private use of any recreational facility;

3) to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

4) to convey or encumber any Common Property if authorized in writing by the Class B member until it terminates and then by two-thirds (2/3) of the Class A Members.

5) to grant easements and rights-of-way over the Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Common Property and for the development and improvement of any portion of the community;

6) to assess fines for violation of these Covenants which shall be added to the next installment of the annual Assessment to which the Lot is subject and be enforceable as provided in Article XII of these Covenants.

Section 5.4 Insurance Rights. The Owners recognize that each Townhome shares a party wall or walls with other Townhomes and that individual insurance policies may promote disputes between Owners and insurance carriers. Accordingly, the Subdivision Association shall obtain a blanket casualty insurance policy on all Townhomes in the Subdivision unless the Owners of two-thirds (2/3) of the Lots and all holders of first mortgages on the Lots in the Subdivision by written instrument properly executed, witnessed and acknowledged, elect to have each Owner provide separate insurance coverage on his Lot and Townhome. The casualty policy to be obtained by the Association will be paid for by Insurance Assessments from the Owners as provided in Section 3.8.

ARTICLE VI

RIGHTS RESERVED BY DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer over property of the Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Lots and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. To the extent permitted by law, Developer reserves an exclusive easement over, on and under each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Common Property.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.6. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Common Property.

Section 6.7. Release of Restrictions, Easements. If a Townhome is erected, or the construction of the Townhome is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Common Property, or easement area, Developer shall have the right to release the Lot from the restriction it violated. Developer shall also have the right to grant an easement to permit encroachment by the Townhome over the Lot line, or on the Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and appearance of the Subdivision.

ARTICLE VII

MASTER ASSOCIATION RIGHTS OTHER COVENANTS AND RESTRICTIONS AND ASSOCIATIONS

Section 7.1. Deed Restrictions. Arvida Corporation in its deed to Developer recorded in Official Records Book 4109, page 1058, of the public records of Palm Beach County, Florida, imposed restrictions upon the Fairfield at Boca community with respect to the maintenance of landscaping around the community and within Military Trail Right of Way and with respect to construction and modification of improvements within Fairfield at Boca. All unit owners are bound by these restrictions. These restrictions are intended to preserve the unique beauty of the Boca Raton Community and should be reviewed carefully.

Section 7.2. Trail East Restrictions. Arvida Corporation, prior to conveyance of the Cedar Grove P.U.D. to Developer, imposed certain covenants and restrictions on the Cedar Grove P.U.D. regarding water management and landscaping around the lake referred to in such covenants which is adjacent to the Cedar Grove P.U.D. These covenants are the Declaration of Covenants and Restrictions for Trail East and are recorded in Official Records Book 3155, page 502, of the public records of Palm Beach County, Florida, as amended in Official Records Book

3169, page 67, and Official Records Book 3542, page 467, of the public records of Palm Beach County, Florida. All Owners are bound by these restrictions.

Pursuant to the Declaration of Covenants for Trail East, any Subassociations created for the benefit of the unit owners are required to appoint a representative to cast the votes allotted to the unit owners by the Declaration of Covenants, Articles, and By-Laws of Trail East. Such representative shall be deemed to hold a proxy empowering the representative to cast the votes for the one (1) year term of his appointment. The Subdivision Association is a "Subassociation" as defined in the covenants.

To enforce the Trail East covenants, Arvida created the Trail East Property Owners Association, Inc. Each Owner is a member of the Trail East association. The Association is a "Subassociation" as defined in Article V, Section 2, of the Trail East Covenants. The Association has the obligation under the Trail East covenants to appoint a representative to cast all of the votes allotted by the Trail East covenants, the Trail East Property Owner's Association, Inc., Articles and Bylaws to the members of the Subdivision Association, as provided in Article V of the Articles of Incorporation of Trail East Property Owner's Association, Inc.

Section 7.8 Fairfield at Boca. Common areas in the Fairfield at Boca community are maintained by a Master Association. Members of the Master Association are Developer and Townhomeowners in each subdivision and condominium in Fairfield at Boca subjected to the Declaration of Covenants for Fairfield at Boca from time to time. The Master Association for the Fairfield at Boca community has certain powers, rights and duties with respect to the Subdivision and Fairfield at Boca which are set forth in its Articles of Incorporation and By-Laws and in the Declaration of Covenants for Fairfield at Boca. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, easement areas, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes, greenbelts within Fairfield at Boca, and other common areas to be used in common with all residents of Fairfield at Boca, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Fairfield at Boca Declaration. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each lot and condominium unit in Fairfield at Boca will be subjected to the Master Covenants as it is developed.

Pursuant to the Declaration of Covenants for Fairfield at Boca, any Subassociation created for the benefit of the unit owners is required to appoint a representative to cast the votes allotted to the unit owners by the Declaration of Covenants, Articles, and By-Laws of Fairfield at Boca. Such representative shall be deemed to hold a proxy empowering the representative to cast the votes for the one (1) year term of his appointment. The Subdivision Association is a "Subassociation" as defined in the Covenants.

ARTICLE VIII
ARCHITECTURAL CONTROLS

Section 8.1. Duties and Powers of the Subdivision Association. Except for the initial construction of Townhomes and other improvements upon any Lot and improvements to the Common Property by Developer and except as otherwise provided in this document, NO IMPROVEMENTS SHALL BE CONSTRUCTED ON THE COMMON PROPERTY AND NO ALTERATIONS OF THE EXTERIOR OF ANY TOWNHOME OR ALTERATION OR PERMANENT IMPROVEMENT OF ANY LOT SHALL BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUBDIVISION ASSOCIATION. The Subdivision Association shall have the right to approve or disapprove any building, fence, wall, screened enclosure, grading, floor, elevation and drainage plan, drain, mailbox, solar energy device, antenna, satellite dish, decorative building, landscaping plan, landscape devise or object, or other improvement, change or modification and to approve or disapprove any exterior additions, changes, modifications or alterations to the Townhome. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is Developer's intent to protect the community from nuisances and maintain the aesthetic quality, with substantial uniformity, of the Townhomes. The Subdivision Association may adopt additional standards and criteria to effect the purpose of this Section.

Section 8.2. Duties of Subdivision Association. The Subdivision Association shall approve or disapprove the plans for an improvement or modification within thirty (30) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the Subdivision Association for approval shall include all plans necessary for construction and shall meet the following standards:

- a. Be not less than 1/8" - 1' scale.
- b. Show the elevation of the ground on all sides of the proposed structure as it will exist after the modification.
- c. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the Subdivision Association's satisfaction.

The Subdivision Association shall not be responsible for defects in plans or specifications or for defects in the improvements. The Subdivision Association's review of plans is limited solely to appearance of the improvements and does not include any review to determine compliance with applicable building codes.

Any landscaping plan changes or alterations submitted to the Subdivision Association shall provide for and include the following items:

1. A landscape scheme;
2. A list of all plant stock included in the scheme;
3. The size of such stock at the time of planting;

The entire Lot, together with the land between the street pavement and the right-of-way line adjacent to the Lot, shall be

landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the Subdivision Association in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

Section 8.3. Maintenance of Townhomes and Lots.

a. Each Lot, Townhome and other improvement on the Lot shall be maintained by the Owner of such Lot, except as provided in this Section 8.3, in a neat and attractive condition. All landscaping on Common Property or areas within the Lot, but outside Lot courtyards, will be maintained by the Subdivision Association. The Subdivision Association may, but is not required to, replace trees.

b. The roof of Townhomes in each group of connected Lots ("Townhome Cluster") are to be maintained by the Subdivision Association and repainting and cleaning of exterior walls, exclusive of windows of Townhomes and the exteriors of fence enclosures shall be maintained by the Subdivision Association for all Townhomes. A reasonable reserve for such maintenance will be established by the Subdivision Association. No Owner shall be permitted on the roof of any Townhome.

Any other maintenance to a Lot or Townhome except as provided in (a) and (b) above shall be at the expense of the Owner of such Townhome and Lot. Such maintenance shall include all interior maintenance and the repair and replacement of all windows.

c. In the event of damage or destruction by fire or other casualty to the Townhome or improvements on any Lot, the Owner or Owners shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed Townhome(s) or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by Developer within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants. All debris must be removed and the Lot restored to a slightly condition within sixty (60) days of such damage or destruction.

Section 8.4. Miscellaneous Use Restrictions.

a. No chain link fences shall be constructed on any Lot. All fences and shrub lines must be approved by the Subdivision Association prior to construction. The Subdivision Association may require that the appearance, composition and color of any fence be consistent with fences around surrounding Townhomes.

b. All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the Subdivision Association.

c. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Clotheslines, if any, shall be contained within the courtyard walls. No clothing or

cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot.

d. No animals, except usual household pets, shall be kept on any Lot. The number of animals kept as pets other than fish (i.e., dogs, cats, reptiles) shall not exceed two (2) in any one household provided that as to new Owners first acquiring property in the Fairfield at Boca community who own more than two pets, the Subdivision Association shall have the right to grant to such Owners a special exemption of limited duration to permit more than two pets in the household. The exemption shall be in writing and shall be recorded in the minute book of the Subdivision Association. Pets shall be kept only in the Townhome or within the fenced courtyard area. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. Pets will be permitted to relieve themselves only in designated areas. Owners will be required to clean up after any pet that relieves itself in any area other than a designated area.

e. No commercial activity shall be conducted on any Lot with the exception of the Developer's real estate sales office or agent.

f. No mineral, oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

g. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. 'For Sale' signs shall not exceed four (4) square feet or be taller than thirty-six inches (36") and in accordance with uniform sign standards adopted by the Subdivision Association or approved in writing by the Subdivision Association as to appearance and location.

h. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and six feet (6') above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sightlines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Developer and approval by the appropriate city, county or state official or department.

i. No mailbox or paperbox of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Common Property until the size, location, design and type of material for the box are approved by the Subdivision Association. If the United States mail services involved shall indicate a willingness to make delivery to wall receptacles attached to Townhomes, each Owner, on the request of

the Subdivision Association, shall promptly replace the boxes previously employed for such purpose or purposes with wall receptacles attached to Townhomes.

j. No Townhome shall be leased or rented for a period of less than four (4) months without the express written consent of the Subdivision Association. A copy of the lease on each Townhome shall be delivered to the Subdivision Association at or before the time the tenant takes possession of the Townhome.

k. The parking of vehicles in the Subdivision is restricted as follows:

(1) Automobiles -- Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways, parking areas and garages. Automobiles with advertising or logos shall be parked only in garages or in areas designated by the Subdivision Association for such purpose.

(2) Passenger Vans -- Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways, parking areas and garages. Passenger vans outfitted for recreational purposes or with advertising or logos shall be permitted only in garages or areas designated by the Subdivision Association for such purpose.

A "passenger van" is a van that weighs less than five thousand (5,000) pounds, has seating for more than two (2) passengers, and has non-commercial license plates. "Outfitted for recreational purposes" shall mean a van that has running water, LP gas or sanitary waste facilities. No removable ladders or other commercial equipment shall be stored on the exterior of any passenger van. A "non-passenger van" is any van that does not comply with the definition of a "passenger van". A non-passenger van shall be subject to the same restrictions as a truck rated one-half (1/2) ton or less, as more fully provided in subparagraph (3) below.

(3) Trucks and Non-passenger Vans -- Trucks rated one-half (1/2) ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the Subdivision if parked in garages or areas designated by the Subdivision Association for such purposes. Such trucks and non-passenger vans shall also be permitted in driveways for periods of less than four (4) hours. Trucks of more than one-half (1/2) ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation, are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence.

(4) Boats, Campers, Trailers -- Boats, campers, and trailers shall be permitted to be parked in the Subdivision only if parked in garages and if there are no garages, they shall not be permitted.

(5) Travel Trailers, Motor Coaches, Motor Townhomes, Mobile Townhomes -- Travel trailers, motor coaches, motor townhomes, mobile townhomes and any other trailer or vehicle not specifically permitted by sections (1) through (4) above shall not be parked in the Subdivision at any time.

(6) Hardship -- In cases of undue hardship, the Subdivision Association may grant a special

exception of limited duration to the provisions of this Section upon written request to the Subdivision Association.

(7) Lawns, Streets -- No vehicle shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular use.

1. Owners shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners.

m. Drapery or window treatment visible from outside of a Townhome shall be white or beige or other shade or color approved by the Subdivision Association. No sheets or aluminum foil shall be permitted in any window. Solar film may be installed with written consent of the Subdivision Association if it is non-metallic in appearance.

No flagpoles except for flagpoles attached to the side of a Townhome and not in excess of six (6) feet in length shall be erected or maintained on any Lot or Townhome. Flags attached thereto shall not be more than five (5) feet long by four (4) feet wide. Except with the written consent of both the Subdivision Association and the Master Association; the only flag which shall be displayed outside the dwelling on any Lot shall be the flag of the United States of America.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Boca Raton for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well shall be permitted on any Lot.

Section 9.2. Sewage System. The central sewage system provided by the City of Boca Raton for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the City. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots by the entity selected by Developer. Each Lot Owner shall pay when due the periodic charges or taxes for such garbage collection service.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground in a manner acceptable to Developer.

Section 9.5. Cable Television System. To the extent permitted by law, Developer reserves the exclusive right to provide cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this paragraph shall be construed to obligate Developer to provide cable television service to the Subdivision.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty-five (25) years after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These covenants may be modified or terminated only by a duly recorded written instrument executed by the president or vice president and secretary or assistant secretary of the Developer until the Developer no longer owns any Lots, and thereafter by the President and Secretary of the Subdivision Association upon affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Lots to amend the Declaration to conform to the requirements of the Federal Townhome Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of Townhome loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained in these Covenants to the contrary, the provisions of these Covenants affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer. 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 River Water Management District.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing.

Section 10.3. Severability. Whenever possible, each provision of these covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity of such provision shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such persons, firms or corporations as it shall select, who acquire any part of the Subdivision for development, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights reserved in these Covenants shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring

construction, the issue 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 issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, FAIRFIELD COMMUNITIES, INC. a Delaware corporation, has caused these Covenants to be properly executed by its duly authorized signatories and recorded in the public records of Palm Beach County, Florida, this 17th day of MAY, 1989.

Signed, sealed and delivered in the presence of:

FAIRFIELD COMMUNITIES, INC.

[Signature]
[Signature]

By [Signature]
Its Authorized Signatory

Attest [Signature]
Its Authorized Signatory
(Corporate Seal)

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 acknowledgments, personally appeared Brian Keller and Dee Baluh, to me known to be the authorized signatories of Fairfield Communities, Inc. the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as authorized signatories of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of MAY, 1989.

[Signature]
Notary Public
My commission expires [Signature]
(Notarial Seal)
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 31, 1991
JOHN B. DUNKLE, JR., UND.