RAINBERRY BAY

HOME

ASSOCIATION DOCUMENTS

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RAINBERRY BAY HOMES

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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

RAINBERRY BAY HOMES

THIS DECLARATION is made this 14 day of June, 1978 by DIMENTIONAL BUILDERS, INC., a Florida corporation, which declares that the real property described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) **"Master Association"** shall mean and refer to the RAINBERRY BAY MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.

(b) **"Homes Association"** shall mean and refer to the RAINBERRY BAY HOMES ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.

(c) **"The Properties"** shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplement Declaration under the provisions of Article II hereof.

(d) **"Lot"** shall mean and refer to any lot within The Properties and any lot shown upon any resubdivision of such property.

(e) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(f) **"Member"** shall mean and refer to all those Owners who are members of the Homes Association as provided in Article III, Section 1 hereof.

(g) **"Developer"** shall mean and refer to DIMENTIONAL BUILDERS, INC., a Florida corporation and DIMENTIONAL BUILDERS & ASSOCIATES L.T.D., a Florida limited partnership, together with their respective successors and assigns.

(h) **"Zero Lot Line"** shall mean and refer to any Lot the area of which is less than 7,500 square feet.

(i) **"Detached Lot"** shall mean and refer to any Lot the area of which is 7,500 square feet or more.

(j) "Estates Lot" shall mean and refer to any Lot in the Amended Plat of Rainberry Estates, according to the plat thereof, recorded in Plat Book 49, Pages 60 and 61 of the Public Records of Palm Beach County, Florida, as amended by the Seconded Amended Plat of Rainberry Estates, recorded in Plat Book 5464, at Page 907, of the Public Records of Palm Beach County, Florida.

ARTICLE II
Property Subject to This Declaration: Additions Thereto

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Delray Beach, Palm Beach County, Florida and is more particularly described as follows:

Lots 1 through 40 inclusive of Block 1, and Lots 1 through 11 inclusive of Block 2, and Lots 1 through 5 inclusive of Block 3, and Lots 1 through 14 inclusive of Block 4, and Lots 1 through 26 inclusive of Block 5, and Lots 1 through 21 inclusive of Block 6, in RAINBERRY BAY SECTION ONE according to the Plat thereof recorded in Plat Book 33, Pages 174-175 of the Public Records of Palm Beach County, Florida.

Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (See Exhibit "A" for Real Property Added by Recorded Supplemental Declarations).

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III
Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record of a fee or undivided fee interest in any Lot in the properties shall be a member of the Homes Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member of said association.

Section 2. Voting Rights. The Homes Association shall have two classes of voting membership:

Class A — Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Homes Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B — The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that, notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Homes Association until such time as the Developer no longer holds the title to any portion of The Properties. If the Developer elects to bring other land under the provisions hereof in accordance with Article II, the right of Developer to elect a majority of the Board of Directors shall extend until the Developer no longer holds title to any portion of such future lands as may be brought under the provisions hereof.

ARTICLE IV
Homes Association - Covenant for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within The Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homes Association assessments for maintenance as provided in Section 3 hereof; and assessments due to the Master Association as hereinafter referred to; such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection therof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments of the Homes Association, both regular and special, shall be imposed equally on all Zero Lot Line Lots, equally on all Detached Lots, and equally on all Estates Lots. However, the assessments upon the Zero-Lot Line Lots, the Detached Lots, and the Estates Lots, need not be equal to each other. The Homes Association, it its discretion, may distinguish between the assessments based on the estimated difference in maintenance costs of the Zero Lot Line Lots, the Detatched Lots, and the Estates Lots.

Section 2. Purpose of Assessments. The assessments levied by the Homes Association shall be used exclusively for exterior maintenance as provided in

Section 3 hereof, for payment to the Master Association as hereinafter referred to, or to promote the health, safety, welfare and recreational opportunities of the Members of the Homes Association and their families residing with them, their guests and tenants.

Section 3. Exterior Maintenance. The Homes Association shall provide exterior maintenance for each building within The Properties as follows:

(a) paint, caulk, repair, replace and care for roofs and roof ventilators, gutters and downspouts, exterior wood, wood composition, stucco and "stone" building surfaces and fences.

(b) maintain the landscaping, trees, shrubs, grass, sprinkler heads, walks, driveways and other exterior improvements situated on each Lot as originally installed by the Developer and such expenses may be apportioned on a flat overall charge (with separate charges for maintenance of Zero Lot Line Lots and Detatched Lots) against all Lots subject to assessment by the Homes Association.

(c) removal of mildew stain from roofs and sidewalks

(d) provide termite control and insurance protection against damage caused by subterranean termites, and exterior pest control treatment on a monthly basis for the control of perimeter invaders, including, but not limited to pharaoh ants, carpenter ants, silverfish, spiders and roaches.

The Homes Association shall not be responsible for

(a) replacement of exterior glass

(b) painting, repair, replacement or care of:

(1) screening and screen frames (including screen porch frames)
(2) metal window, door and garage door frames
(3) hinged, overhead or sliding door hardware

(c) clearing or repair of waste lines

(d) repair of water line from water meter to and into the home

(e) removal of mildew stains from walls, or patio decks

(f) repair of driveway damage caused by automobile fluid leaks

The obligations of the Homes Association as described herein shall extend only to those buildings, fences, landscaping, etc., as were originally installed by the Developer, but such Association may, at its option, provide exterior maintenance on Owner - installed improvements, fences, landscaping, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Homes Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary

to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Homes Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty or the negligence of the Homeowner. The Homes Association shall not be obligated to repair any such mechanical equipment (e.g., air-conditioning units) which is part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. The Association shall not be responsible for repair or maintenance of any damage which can reasonably be ascribed to modifications or additions by the owner, nor any maintenance of any inaccessible areas due to such modifications or additions. The burden of proving that any modification or addition described herein was originally installed by the Developer shall rest upon the Homeowner.

It is the intention hereof that the Homes Association shall perform only routine maintenance as described in this Section 3.

Nothing contained herein shall cause the Association to be liable for consequential damages resulting from failure to maintain a Home. The responsibility of the Association is limited to the maintenance specified in this Article. For example: in the event of a roof leak, the Association shall not be responsible for repairs to the interior of the home or for damage to contents.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in advance in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Homes Association.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessments.

The amounts of the annual assessments for the Detached Lot, Zero Lot Line Lot and Estate Lot shall be established by the Board of Directors from time to time for each Detached Lot, Zero Lot Line Lot and Estate Lot, payable in equal installments. The assessment may be amended at any time by action of said Board of Directors. The Owners shall be given reasonable notice of any amended annual assessment. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors of the Homes Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and

shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Homes Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Homes Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Homes Association therein stated to have been paid.

The Homes Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firm or corporations for management services. The Homes Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the due date, a late charge of $50.00 per collection period shall be imposed and the Homes Association may bring an action at law against the owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include a late charge on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homes Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Homes Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Morgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has aquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in

lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article IV shall be of equal dignity with liens for assessments of the Master Association.

Section 8. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Homes Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 9. Collection of Master Association Assessments. The Homes Association shall collect the assessments of the Master Association upon certification by the Master Association to the Homes Association from time to time of the amount of assessment with respect to each Lot. In the event that only a portion of the assessments are collected, the amount collected shall be applied first in payment of the assessments of the Master Association and next in payment of the assessments of the Homes Association. In the event that any past due assessment is to be divided equally among and payable by all of the Lots subject to assessment by the Homes Association as provided in Section 7 hereof, any amounts representing assessments due the Master Association shall be divided equally among all properties subject to assessment by the Master Association.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Homes Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Homes Association.

Section 11. Trust Funds. The portion of all regular assessments collected by the Homes Association for reserves for non budgeted maintenance repairs including but not limited to painting and roof repairs and replacement, and the entire amount of all special assessments, shall be held by the Homes Association in trust for the Owners of all Lots, as their interests may appear. Such funds may be withdrawn at the direction of the Board as required.

ARTICLE V
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, the Homes Association, or the Owner of any land subject to this Declaration, and their respective

legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration, other than notices sent to all homeowners as part of a general mailing, shall be deemed to have been properly sent when; (a) personally delivered and a receipt obtained or; (b) mailed, Certified Mail Return Receipt Requested, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created to these covenants; and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board established by the Homeowners' Association Covenants to which The Properties are subject. In the event it becomes necessary to enforce these Covenants and Restrictions by any of the aforementioned parties, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs on appeal. The Association shall have a right to collect attorneys' fees and costs of enforcement from any violator not only in conjunction with legal action, but also if legal action is not instituted.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Restrictions, Easements, charges and Liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration. Alternatively, this Declaration may be amended by Owners casting not less than two-thirds (2/3) affirmative vote of the total membership in the Homes Association at a members meeting, providing that so long as the Developer is the Owner of any Lot affected by this Declaration Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment as required by the ordinances of the City of Delray Beach, shall be effective without the written consent of the City of Delray Beach. Amendments approved by an affirmative vote of two thirds (2/3) of the total members of the Association shall be evidenced by a certificate which shall be executed by the appropriate corporate officers and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 7. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Homeowners' Association Covenants being recorded by Developer. The homeowners' association referred to in said Agreement is the Master Association.

EXECUTED as of the date first above written.

DIMENTIONAL BUILDERS, INC., a Florida corporation

By:/s/Richard Siemens
Richard Siemens, President

Attest:/s/Stanley M. Katz
Secretary

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me, this 14 day of June, 1978, by **RICHARD SIEMENS**, President and Stanley M. Katz, Secretary, of **DIMENTIONAL BUILDERS, INC.**, a Florida corporation, on behalf of the corporation.

/s/Elayne D. Nash
Notary Public
State of Florida at Large
My Commission Expires: March 9, 1981
(SEAL)

EXHIBIT "A"
ARTICLE II-PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO
SECTION 1. LEGAL DESCRIPTION

REAL PROPERTY ADDED BY RECORDED SUPPLEMENTAL DECLARATIONS

First Supplement

Lots 1 through 28, inclusive, Block 7; and Tracts "O", "P" and "Q".

All of the foregoing are in RAINBERRY BAY SECTION FOUR, according to the Plat thereof, recorded in Plat Book 38, Page 75, of the Public Records of Palm Beach County, Florida.

Second Supplement

Lots 1 through 9, inclusive, Lots 20 through 23 inclusive, Block 8, Lots 1 through 15, inclusive, Lots 36 through 38, inclusive, Block 9, Lots 1 through 13, inclusive, Block 10, Lots 1 through 14, inclusive, Block 11, Tracts "R" and "S".

All of the foregoing are in RAINBERRY BAY SECTION FIVE according to the Plat thereof, recorded in Plat Book 40, Page 101 of the Public Records of Palm Beach County, Florida.

Third Supplement

Block 12, Lots 1 through 12, inclusive, Block 13, Lots 1 through 14, inclusive, Block 14, Lots 1 through 43, inclusive, Block 15, Lots 1 through 11, inclusive, Block 16, Lots 1 through 33, inclusive and Tracts, "AA", "BB", and "CC".

All of the foregoing are in RAINBERRY BAY SECTION SEVEN according to the Plat thereof, recorded in Plat Book 43, Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

Fourth Supplement

Lots 1 through 32 inclusive, all of which are in RAINBERRY BAY SECTION EIGHT according to the Plat thereof, recorded in Plat Book 47, Page 67 of the Public Records of Palm Beach County, Florida.

Lots 1 through 56 inclusive, all of which are in RAINBERRY BAY SECTION NINE according to the Plat thereof, recorded in Plat Book 47, Page 69 of the Public Records of Palm Beach County, Florida.

Fifth Supplement

BLOCK EIGHT, Lots 10 through 19, inclusive, and BLOCK NINE, Lots 16 through 35, inclusive, all of which are in RAINBERRY BAY SECTION FIVE-A, recorded in Plat Book 45 on Pages 14 and 15 of the Public Records of Palm Beach County, Florida.

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ARTICLE OF INCORPORATION
OF
RAINBERRY BAY HOMES ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not-for-profit under the Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I
Name

The name of the corporation shall be RAINBERRY BAY HOMES ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II
Purposes and Powers

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes dated June 14, 1978, and recorded June 23, 1978, in Official Records Book 2882, Page 1333, Public Records of Palm Beach County, Florida.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Restrictions and Protective Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE III
Members

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer as defined in the above-described Declaration of Restrictions and Protective Covenants, hereinafter referred to as "the Developer". Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, but the vote for such lot shall be exercised only by that one person designated in writing by all such members as they among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each lot in which it holds the interest required for membership in Section 1, provided however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as Developer no longer holds the title to any portion of the properties subject to the Homeowners' Association Covenants for Rainberry Bay being recorded simultaneously with the above-described Declaration or to any additional property which may have been brought under the provisions thereof by recorded supplemental declarations.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if 33 and 1/3 % of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE IV
Corporate Existence

The corporation shall have perpetual existence.

ARTICLE V
Directors

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1979 and until qualified successors are duly elected and have taken office, shall be as follows:

RICHARD SIEMENS	711 N.W. 25th Avenue Delray Beach, Florida 33445
STANLEY M. KATZ	711 N.W. 25th Avenue Delray Beach, Florida 33445
CAROLE SIEMENS	711 N.W. 25th Avenue Delray Beach, Florida 33445

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Rainberry Bay development or shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to Directors appointed by the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office for 2 years unless they resign at which time they may continue to serve until a qualified successor is elected to fill the vacancy. Members elected to the Board of Directors may hold office for no more than two (2) consecutive elected terms.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors may elect a successor to fill the vacancy for the balance of the unexpired term if the unexpired term is less than six (6) months. If the unexpired term is more than six (6) months or there are no remaining directors, the vacancy shall be filled by election by the general membership at a special meeting to be held as soon as expedient.

Section 6. Liability Insurance for Directors. The Association shall purchase and maintain directors liability insurance in a minimum amount of $500,000.00. In addition, the Association shall indemnify, defend and hold harmless all directors from liability incurred in the course of their activities as directors. Such obligations shall not exist in cases of fraud or criminal behavior which has been finally determined by appropriate courts of law.

ARTICLE VI
Officers

Section 1. Officer Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The Officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not

be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and address of the first officers of the Association, who shall hold office until the annual meeting of directors in 1979 and until successors are duly elected and have taken office, shall be as follows:

Office	Name	Adress
President	RICHARD SIEMENS	711 N.W. 25th Avenue Delray Beach, Florida 33445
Vice President and Secretary	STANLEY M. KATZ	711 N.W 25th Avenue Delray Beach, Florida 33445
Treasurer and Asst. Secretary	CAROLE SIEMENS	711 N.W. 25th Avenue Delray Beach, Florida 33445

ARTICLE VII
BY-Laws

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE VIII
Amendments

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption by a majority vote of the members present and voting in person or by proxy.

ARTICLE IX
Registered Agent

The County in the State of Florida where the principal office for the transaction of the business of the Association is to be located in the County of Palm Beach. The name and address of this Associations' registered agent is Becker & Poliakoff, P.A., 450 Australian Avenue South, West Palm Beach, Florida 33401-5034.

ARTICLE X
Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are:

Name	Address
RICHARD SIEMENS	711 N.W. 25th Avenue Delray Beach, Fl. 33445
STANLEY M. KATZ	711 N.W. 25th Avenue Delray Beach, Fl. 33445
CAROLE SIEMENS	711 N.W. 25th Avenue Delray Beach, Fl. 33445

IN WITNESS WHEREOF, the said subscribers have herunto set their hands this 26 day of July, 1978.

/s/Richard Siemens
RICHARD SIEMENS

/s/Carole Siemens
CAROLE SIEMENS

/s/Elayne Nash
ELAYNE NASH

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

The foregoing instrument was acknowledged before me this 26 day of July, 1978, by RICHARD SIEMENS, CAROLE SIEMENS, and ELAYNE NASH.

/s/Frances DeFilippo
Notary Public
State of Florida at Large
My Commission Expires: July 29,1981

(SEAL)

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BY-LAWS
HOMES ASSOCIATION

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BY-LAWS
OF
RAINBERRY BAY HOMES ASSOCIATION, INC.

ARTICLE I
Definitions

Section 1. **"Association"** shall mean and refer to the RAINBERRY BAY HOMES ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The **"Properties"** shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes dated June 14, 1978 and recorded June 23, 1978 in Official Records Book 2882, at Page 1333 of the Public Records of Palm Beach County, Florida.

Section 3. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within The Properties.

Section 4. **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, of the Articles of Incorporation of the Association.

ARTICLE II
Location

Section 1. The principal office of the Association shall be located at 2801 Rainberry Circle South, Delray Beach, Florida 33445.

ARTICLE III
Membership

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article IV of the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes to which the Properties are subject, which is dated June 14, 1978, and was recorded June 23, 1978, in Official Records Book 2882, at Page 1333, Public Records of Palm Beach County, Florida.

ARTICLE IV
Board of Directors

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote of the members present and voting in person or by proxy.

Nominations for directors may be made by a nominating committee appointed by the Board of Directors in the manner described in the Association rules and regulations. In any event nominations may be made by any Homeowner from the floor at the annual meeting or may be made by written petition to the Board of Directors which shall be included in the notice of the meeting.

Section 2. Any directors may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediatly after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon three days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors shall be held at Rainberry Bay, Delray Beach, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or any two members of the Board and shall be held at Rainberry Bay, Delray Beach, Florida.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purposes thereof, shall be given by or on behalf of the President, Secretary, or any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any time without notice, by unanimous waiver of notice by all Directors.

Section 8. Minutes of all regular and special meetings of the Board of Directors shall be kept and posted at the principal office of the Association.

Section 9. The Board of Directors shall hold monthly regular general membership open workshop meetings at which proposed rules or changes, or any other matters which would be of interest to the Community at large, shall be presented. After discussion from the floor, the workshop meeting will be closed and the Board will open a regular Board meeting, at which the Board shall take an open vote of the Board members, if required, or the matters may, at the discretion of the Board, be deferred to the next meeting.

Section 10. Standing committees shall be appointed by the Board of Directors or by the appropriate Board Member, for the purpose of assisting the

Board or Board Members, in making appropriate studies as requested, monitoring activities and implementing Board or Member decisions on behalf of the Board. Such committees shall have no independant authority to act on their own volition and may be replaced at the pleasure of the appointing authority. These committees shall include, but are not limited to the following: Legal, Finance, Rental & Resale, Grounds Maintenance, Management Oversight Review, Security, Painting and Driveways, and Beautification.

ARTICLE V
Officers

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. He shall keep the minutes of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for the purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI
Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the first Wednesday of the month of March in each year at such time as shall be determined by the Board of Directors at Rainberry Bay, Delray Beach, Florida. The meeting of the Homes Association shall follow the meetings of the Master and Villas Associations.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of

the entire membership, or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast 33 and 1/3 % of the votes shall constitute a quorum for any action governed by these By-Laws.

Section 5. At any meeting, Members may vote and count toward a quorum by Proxy.

ARTICLE VII
Books and Papers

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association. It shall be the duty of the Secretary of the Association to provide access thereto. Copies shall be made available at a reasonable reimbursement cost.

ARTICLE VIII
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants. Notwithstanding anything herein to the contrary, the Class B Member as described in the Articles of Incorporation of the Association shall be permitted to amend these By-Laws at any time and no amendment of these By-Laws may be made without the consent of the Class B Member.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between said Declaration of Restrictions and Protective Covenants and these By-Laws, the said Declaration of Restrictions and Protective Covenants shall control.

* * * * * *

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 8th day of July, 1978.

/s/RICHARD SIEMENS
Richard Siemens, President

/s/STANLEY M. KATZ
Stanley M. Katz, Secretary

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, FL 33481-0037
(561) 994-4499

CFN 20050356817
OR BK 18721 PG 1646
RECORDED 06/09/2005 15:37:53
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1646 - 1647; (2pgs)

CERTIFICATE OF AMENDMENT TO THE BYLAWS AND ARTICLES OF INCORPORATION OF RAINBERRY BAY HOMES ASSOCIATION, INC.

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Bylaws and Articles of Incorporation of Rainberry Bay Homes Association, Inc. The Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes is recorded in Official Records Book 2882, at Page 1333, of the Public Records of Palm Beach County, Florida.

DATED this 31ST day of MAY, 2005.

WITNESSES:

Wayne Barney
Signature
WAYNE BARNEY
Print Name

Shelly Gove
Signature
Shelly Gove
Print Name

RAINBERRY BAY HOMES ASSOCIATION, INC.

By: Norman H. Lerner
Norman H. Lerner, President

By: Bernie Zarrow
Bernie Zarrow, Secretary

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

The foregoing instrument was acknowledged before me this 31ST day of May, 2005, by Norman Lerner, as President, and Bernie Zarrow, as Secretary, of Rainberry Bay Homes Association, Inc., who are Personally Known [ ] or Produced Identification [ ].

Type of Identification Produced: _____.

Shelly A. Gove
NOTARY PUBLIC, State of Florida at Large

(SEAL)
Notary Public State of Florida
Shelly A Gove
My Commission DD416205
Expires 04/07/2009

EXHIBIT "A"

AMENDMENTS TO THE ARTICLES OF INCORPORATION AND BY-LAWS OF RAINBERRY BAY HOMES ASSOCIATION, INC.

The Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes is recorded in Official Records Book 2882, at Page 1333, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VIII of the Articles of Incorporation of Rainberry Bay Homes Association, Inc., shall be amended as follows:

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption by a majority of the members present and voting in person or by proxy or by absentee ballot.

Item 2. Article IV, Section 1 of the By-Laws of Rainberry Bay Homes Association, Inc., shall be amended as follows:

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote of the members present and voting in person or by proxy or by absentee ballot.

Nominations for directors may be made by a nominating committee appointed by the Board of Directors in the manner described in the Association rules and regulations. In any event nominations may be made by any Homeowner from the floor at the annual meeting or may be made by written petition to the Board of Directors which shall be included in the notice of the meeting.

Item 3. Article VIII, Section 1 of the By-Laws shall be amended as follows:

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy or by absentee ballot, provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants. ~~Notwithstanding anything herein to the contrary, the Class B Member as described in the Articles of Incorporation of the Association shall be permitted to amend these By-Laws at any time and no amendment of these By-Laws may be made without the consent of the Class B Member.~~

CFN 20040253125
OR BK 16911 PG 0380
RECORDED 05/05/2004 16:15:00
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

This instrument prepared by:
Steven G. Rappaport, Esq.
Suchs, Sax & Klein, P.A.
Suite 4150, 301 Yamato Road
Boca Raton, FL 33431

CERTIFICATE
RAINBERRY BAY HOMES ASSOCIATION, INC.

STATEMENT OF MARKETABLE TITLE ACTION UNDER CHAPTER 712, FLA. STAT.

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, did personally appear NORM LERNER and ARTHUR RIBEN as President and Secretary of RAINBERRY BAY HOMES ASSOCIATION, INC. ("Association"), who being duly sworn, did depose and state:

1. On APRIL 5, 2004, the Board of Directors of Association caused a Statement of Marketable Title Action to be mailed to the members of Association. A copy of the aforesaid Notice is attached hereto as Exhibit "A" and incorporated herein.

2. On APRIL 13, 2004, at a meeting of the Board of Directors at which a quorum was present and acting throughout, at least two-thirds (2/3) of the total number of Directors of Association approved the preservation of the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes, recorded in Official Records Book 2882, page 1333 in the Public Records of Palm Beach County, Florida, as provided in the Notice attached as Exhibit "A", and Chapter 712, Fla. Stat.

3. The approval of the preservation of the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes appears in the records of Association.

FURTHER AFFIANTS SAYETH NAUGHT.

Witnesses (as to both):

Wayne Barney
1st Witness

WAYNE BARNEY
Printed Name

RAINBERRY BAY HOMES ASSOCIATION, INC.

By: _____
Signature
NORM LERNER, President

ATTEST:

Shelly Gove
2nd Witness

Shelly Gove
Printed Name

Arthur Riben
Signature

ARTHUR RIBEN, Secretary
Printed Name

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

The foregoing instrument was acknowledged before me this 27th day of APRIL 2004 by NORM LERNER, as President, and ARTHUR RIBEN, as Secretary of RAINBERRY BAY HOMES ASSOCIATION, INC. , a Florida not-for-profit corporation, on behalf of the Association. They are personally known to me or have produced _____ as identification.

Bryna Schwartz
NOTARY PUBLIC, State of Florida

M:\Association\Rainberry Bay Homes\Certificate of Marketable Title Action.wpd

BRYNA SCHWARTZ
Notary Public, State of Florida
My comm. exp. Feb. 18, 2006
Comm. No. DD 093476

AFFIDAVIT
OF
MAILING NOTICE
OF
MEETING OF THE BOARD OF DIRECTORS
OF
RAINBERRY BAY HOMES ASSOCIATION, INC.
("Association")

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

I, ARTHUR RIBEN, being Secretary of the Association, do hereby state and affirm as follows:

1. That I caused to be placed in the United States Mail, first class, postage prepaid, on the 5th day of APRIL, 2004, the Notice of Meeting of the Board of Directors of Association to be held on APRIL 13, 2004, addressed to the members of record of the Association, at their latest addresses on file with the Association, a true copy of which Notice is attached hereto and made a part hereof.

Printed Name: ARTHUR RIBEN
Title: Secretary

The foregoing instrument was acknowledged before me this 27th day of APRIL, 2004, by ARTHUR RIBEN, as Secretary of RAINBERRY BAY HOMES ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
PRINT/STAMP/TYPE NAME:
COMMISSION EXPIRES:
COMMISSION NUMBER:

BRYNA SCHWARTZ
Notary Public, State of Florida
My comm. exp. Feb. 18, 2006
Comm. No. DD 093478

M:\ASSOCIATION\RAINBERRY BAY HOMES\AFFIDAVIT OF MAILING NOTICE (MRTA).WPD

RAINBERRY BAY MASTER ASSOCIATION, INC.
RAINBERRY BAY HOMES ASSOCIATION, INC.
RAINBERRY BAY VILLAS ASSOCIATION, INC.

NOTICE OF BOARD OF DIRECTORS MEETING

TO ALL MEMBERS:

On Tuesday, April 13, 2004 at 9:00 A.M. in the Rainberry Bay Clubhouse, Delray Beach, Florida, the Board of Directors will hold a meeting. A motion will be made to preserve the Association Covenants as a restriction of record for thirty (30) years hence, and any other business, which may properly come before the Board.

STATEMENT OF MARKETABLE TITLE ACTION

The Rainberry Bay Master Association, Inc. ("Association") has taken action to ensure that the Homeowners Association Covenants for Rainberry Bay, recorded in Official Records Book 2882, page 1318 et seq., of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Fla. Stat., to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association

A quorum of the Board of Directors must be present at the meeting and at least two-thirds (2/3) of the total number of Directors must approve the motion.

As with all Board of Directors meetings you are invited to attend this Association meeting. Thank you for your assistance in conducting the business of your Association.

BY ORDER OF THE BOARD OF DIRECTORS

DATED: April 5, 2004

NOV-20-1991 02:18pm 91-330469

ORB 7029 Pg 311

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS AND ARTICLES OF INCORPORATION FOR
RAINBERRY BAY HOMES

WHEREAS, the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2882 at Page 1333; and,

WHEREAS, the Articles of Incorporation for Rainberry Bay Homes are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of Rainberry Bay Homes Association, Inc., a Florida not-for-profit corporation, held on January 2, 1991 and continued on February 6, 1991, the aforementioned Articles were amended pursuant to the provisions of said Articles.

NOW THEREFORE, the undersigned hereby certify that the attached amendment is a true and correct copy of the amendment to the Articles of Incorporation as amended by the membership.

WITNESS my signature hereto this 15th day of October, 1991, at Delray Beach, Palm Beach County, Florida.

RAINBERRY BAY HOMES
ASSOCIATION, INC.

Witness

By: _____
President

Witness

Attest: _____
Secretary

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

I HEREBY CERTIFY that on this day before me personally appeared Leonard Epstein and Julie Rabinowitz, 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 himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Delray Beach, Palm Beach County, Florida, this 15th day of October, 1991.

_____
NOTARY PUBLIC, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
CLYDE A. CURTIS
My Comm. Exp. 6-24-94
Bonded Thru Service Co.

Becker & Poliakoff
Flagler Building, 7th Floor
450 Australian Avenue
West Palm Beach, FL 33401-5031

Amendments to the Articles of Incorporation
for Rainberry Bay Homes
(underlining indicates additions; "-----" indicates deletions)

Article III - Members

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if ~~thirty~~ percent 33 1/3% of the total number of members in good standing shall be present or represented at the meeting.

Article V - Directors

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office for 2 years unless they resign ~~and thereafter until qualified successors are duly elected and have taken office~~ at which time they may continue to serve until a qualified successor is elected to fill the vacancy. Members elected to the Board of Directors may hold office for no more than two (2) consecutive elected terms.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors ~~so elected~~ may elect a successor to fill the vacancy for the balance of the unexpired term. if the unexpired term is less than six (6) months. If the unexpired term is more than six (6) months or there are no remaining directors, the vacancy shall be filled by election by the general membership at a special meeting to be held as soon as expedient.

Article VIII - Amendments

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption ~~or rejection~~ by a majority vote of the members present and voting in person or by proxy.

Article IX - Registered Agent

The County in the State of Florida where the principal office for the transaction of the business of the Association is to be located in the County of Palm Beach. The name and address of this Associations' registered agent is ~~Richard Siemens, at 711 N.W. 25th Avenue, Delray Beach, Florida 33445.~~ Becker, Poliakoff & Streitfeld, P.A., 450 Australian Avenue South, West Palm Beach, Florida 33401-5034.

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

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

RETURN

This instrument prepared by:
SHARON A. WESER, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

MAY-29-1990 01:57PM 90-153993

ORB 6467 Pg 424

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RAINBERRY BAY HOMES

WHEREAS, the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2882 at Page 1333; and,

WHEREAS, at a duly called and noticed meeting of the membership of Rainberry Bay Homes Association, Inc., a Florida not-for-profit corporation, held on April 4, 1990, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

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

AMENDMENT TO ARTICLE IV, SECTION 3 OF THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RAINBERRY BAY HOMES

(underlining indicates additions; "---" indicates deletions)

SECTION 3. EXTERIOR MAINTENANCE. The Homes Association shall provide exterior maintenance for each building within The Properties as follows:

(a) paint, caulk, repair, replace and care for roofs and roof ventilators, gutters and downspouts, exterior wood, wood composition, stucco and "stone" building surfaces and fences. ~~In addition, the exterior maintenance referred to in the preceding sentence, the Homes Association shall be obligated to~~

(b) maintain the landscaping, trees, shrubs, grass, sprinkler heads, walks, driveways and other exterior improvements situated on each Lot as originally installed by the Developer and such expenses may be apportioned on a flat overall charge (with separate charges for maintenance of Zero Lot Line lots and Detached lots) against all Lots subject to assessment by the Homes Association.

(c) removal of mildew stain from roofs and sidewalks

(d) (1) provide termite control and insurance protection against damage caused by subterranean termites, and

(2) exterior pest control treatment on a monthly basis for the control of perimeter invaders, including, but not limited to pharaoh ants, carpenter ants, silverfish, spiders and roaches.

The Homes Association shall not be responsible for

(a) replacement of exterior glass
(b) painting, repair, replacement or care of:
(1) screening and screen frames (including screen porch frames)
(2) metal window, door and garage door frames
(3) hinged, overhead or sliding door hardware
(c) clearing or repair of waste lines
(d) repair of water line from water meter to and into the home
(e) removal of mildew stains from walls, ~~walks~~ or patio decks
(f) repair of driveway damage caused by automobile fluid leaks
~~(g) repair of damage caused by termite or other insects~~.

The obligations of the Homes Association as described herein shall extend only to those buildings, fences landscaping, etc., as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner - installed improvements, fences, landscaping, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Homes Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Homes Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty or the negligence of the Homeowner. The Homes Association shall not be obligated to repair any such mechanical equipment (e.g., air-conditioning units) which is part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. The Association shall not be responsible for repair or maintenance of any damage which can reasonably be ascribed to modifications or additions by the owner, nor any maintenance of any inaccessible areas due to such modifications or additions. The burden of proving that any modification or addition described herein was originally installed by the Developer shall rest upon the Homeowner.

It is the intention hereof that the Homes Association shall perform only routine maintenance as described in this Section 3.

Nothing contained herein shall cause the Association to be liable for consequential damages resulting from failure to maintain a Home. The responsibility of the Association is limited to the maintenance specified in this Article. For example: in the event of a roof leak, the Association shall not be responsible for repairs to the interior of the home or for damage to its contents.

WITNESS my signature hereto this 21st day of May, 1990, at Delray Beach, Palm Beach County, Florida.

RAINBERRY BAY HOMES ASSOCIATION, INC.

Witness

By: _____
President

Witness

Attest: _____
Secretary

LAW OFFICE
REFLECTIONS BUILDING • 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FL 33401-5034
TELEPHONE (407) 655-5444

ORB 6467 Pg 426

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

Before me personally appeared Bernard Shain and Lenard Epstein to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that Bernard Shain and Lenard Epstein executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of May, 1990.

Alyce S Correa
NOTARY PUBLIC
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT 21,1990
BONDED THRU GENERAL INS. UND.

ALYCE CORREA NOTARY PUBLIC STATE OF FLORIDA

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

LAW OFFICE
REFLECTIONS BUILDING • 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FL 33401-5034
TELEPHONE (407) 655-5444

JUN-27-1989 02:16PM 89-181282

ORB 6111 Pg 205

Record & Return to:
ARTHUR M. GABOR
2845 Riviera Drive
Delray Beach, Fla. 33445

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
RAINBERRY BAY HOMES

WHEREAS, the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2882 at Page 1333 and,

WHEREAS, the Bylaws of Rainberry Bay Homes Association, Inc. is attached as an exhibit thereto; and,

WHEREAS, Pursuant to Article V, Section 3 of said Declaration and pursuant to Article VIII, Section 1 of said bylaws, the Developer, for so long as it holds title to any lot affected by said Declaration and bylaws may amend same; and,

WHEREAS, the said Developer did, in fact, execute a Certificate of Amendment to the Declaration Restrictions and Protective Covenants for Rainberry Bay Homes on the 29th day of December 1988, and recorded in the Public Records of Palm Beach County, Florida, on March 27, 1989, in Official Record Book 6010 at Page 1719; and,

WHEREAS said Developer wishes to amend three (3) sections contained therein.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration and Bylaws attached as an exhibit hereto is a true and correct copy of the amendments to the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes and Bylaws of Rainberry Bay Homes Association, Inc. as amended by the developer.

WITNESS my signature hereto this 27 day of May, 1989, at Delray Beach, County of Palm Beach, Florida.

DIMENTIONAL BUILDERS AND
ASSOCIATES, LTD.
A Florida Limited Partnership

By: Rainberry Bay, Inc.
A Florida Corporation as
General Partner

By: _____
ROY FLACK

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

The foregoing instrument was acknowledged before me this 27 day of May, 1989 by Roy Flack as President of Rainberry Bay, Inc., General Partner of Dimentional Builders & Associates, Ltd., a Florida Limited Partnership, on behalf of said Limited Partnership.

_____
NOTARY PUBLIC, State of Florida
at large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 22 1991
BONDED THRU GENERAL INS. UND.

EXHIBIT

AMENDMENTS TO THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR RAINBERRY BAY HOMES

(additions indicated by underlining
deletions by ----------)

ARTICLE V

General Provisions

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Restrictions, Easements, charges and Liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration. Alternatively, this Declaration may be amended by Owners casting not less than two-thirds (2/3) affirmative vote of the total membership in the ~~Master~~ HOMES Association at a members meeting, providing that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment as required by the ordinances of the City of Delray Beach, shall be effective without the written consent of the City of Delray Beach. Amendments approved by ~~a~~ an affirmative vote of two thirds (2/3) of the total members of the Association shall be evidenced by a certificate which shall be executed by the ~~appro~~ appropriate corporate officers and shall be recorded in the Public Records of Palm Beach County, Florida.

AMENDMENTS TO THE BYLAWS OF
RAINBERRY BAY HOMES ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by ----------)

ARTICLE IV: BOARD OF DIRECTORS

Section 9. The Board of Directors ~~may~~ shall hold monthly regular general membership open worhshop meetings at which proposed rules or changes, or any other matters which would be of interest to the Community at large, shall be presented. After discussion from the floor, the workshop meeting will be closed and the Board will open a regular Board meeting, at which the Board shall take an open vote of the Board members, if required, or the matters may, at the discretion of the Board, be deferred to the naxt meeting.

Section 10. Standing committees ~~may~~ shall be appointed by the Board of Directors or by the appropriate Board Member, for the purpose of assisting the Board or Board Members, in making appropriate studies as requested, monitoring activities and implementing Board or Member decisions on behalf of the Board. Such committees shall have no independant authority to act on their own volition and may be replaced at the pleasure of the appointing authority. These committees shall include, but are not limited to the following: Legal, Finance, Rental & Sales, Grounds Maintenance, Management Oversight Review, Security, Painting and Driveways, and Beautification.

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

ETURN TO:

SHARON A. WEBER, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

MAR-27-1989 02:46pm 89-084803
ORB 6010 Pg 1719

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
RAINBERRY BAY HOMES

WHEREAS, the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2882 at Page 1333; and,

WHEREAS, the Bylaws of Rainberry Bay Homes Association, Inc. is attached as an exhibit thereto; and,

WHEREAS, pursuant to Article V, Section 3 of said Declaration and pursuant to Article VIII, Section 1 of said Bylaws, the Developer, for so long as it holds title to any lot affected by said Declaration and Bylaws may amend same; and,

WHEREAS, the Developer holds title to lots affected by this Declaration and Bylaws and desires to amend same.

NOW, THEREFORE, the undersigned hereby certify that the amendments to the Declaration and Bylaws attached as an Exhibit hereto is a true and correct copy of the amendments to the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes and Bylaws of Rainberry Bay Homes Association, Inc. as amended by the Developer.

WITNESS MY SIGNATURE, hereto this 29th day of December, 1988, at Delray Beach, Palm Beach County, Florida.

DIMENTIONAL BUILDERS AND
ASSOCIATES, LTD.,
A Florida Limited Partnership

By: Rainberry Bay, Inc.
a Florida Corporation as
General Partner

By: _____

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

The foregoing instrument was acknowledge before me this 29th day of December, 1988, by _____, as President of RAINBERRY BAY, INC., General Partner of DIMENTIONAL BUILDERS & ASSOCIATES, LTD., a Florida Limited Partnership, on behalf of said Limited Partnership.

_____
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:
Notary Public, State of Florida
My Commission Exp. April 5, 1992
Bonded Thru Gen. Insurance Und.

NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT

AMENDMENTS TO THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR RAINBERRY BAY HOMES

(additions indicated by underlining;
deletions indicated by "---")

ARTICLE IV

HOMES ASSOCIATION - COVENANT
FOR MAINTENANCE ASSESSMENTS

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in advance in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Homes Association.

~~The amount of the annual assessment shall be $795.00 per Detached Lot and $555.00 per established by the Board of Directors for each Detached Lot and Zero Lot Line Lot, payable in equal quarterly annual installments, until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.~~

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessments.

The amounts of the annual assessments for the Detached Lot, Zero Lot Line Lot and Estate Lot shall be established by the Board of Directors from time to time for each Detached Lot, Zero Lot Line Lot and Estate Lot, payable in equal installments. The assessment may be amended at any time by action of said Board of Directors. The Owners shall be given reasonable notice of any amended annual assessment. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. ~~Except for the initial assessment specified in Section 4,~~ The Board of Directors of the Homes Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Homes Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FLORIDA 33401-5034
TELEPHONE (407) 655-5444

signed by an officer of the Homes Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Homes Association therein stated to have been paid.

The Homes Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firm or corporations for management services. The Homes Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the due date, a late charge of $50.00 per ~~month~~ collection period shall be imposed and the Homes Association may bring an action at law against the owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include a late charge on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homes Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Homes Association to enforce payment of the assessments hereunder.

ARTICLE V

General Provisions

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration, other than notices sent to all homeowners as part of a general mailing, shall be deemed to have been properly sent when: (a) personally delivered and a receipt obtained or; (b) mailed, Certified Mail Return Receipt Requested, ~~postage prepaid,~~ to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the Covenants, Restrictions, Easements, charges and Liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: ~~(1)~~ Developer, for so long as it holds title to any Lot affected by this Declaration; ~~or~~ alternatively, ~~(2)~~ this Declaration may be amended by Owners ~~holding~~ casting not less than two-thirds (2/3) vote of the total

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TELEPHONE (407) 655-5444

membership in the Master Association at a members meeting, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment as required by the ordinances of the City of Delray Beach, shall be effective without the written consent of the City of Delray Beach. Amendments approved by a vote of two-thirds (2/3) of the total members of the Association shall be evidenced by a certificate which shall be executed by the appropriate corporate officers and shall be recorded in the Public Records of Palm Beach County, Florida.

AMENDMENTS TO THE BYLAWS OF
RAINBERRY BAY HOMES ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "---")

ARTICLE II

Location

Section 1. The principal office of the Association shall be located at ~~711 N.W. 25th Avenue, Delray Beach, Florida 33445~~, 2801 Rainberry Circle South, Delray Beach, Florida 33445.

ARTICLE IV

Board of Directors

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by ~~majority~~ plurality vote of the members present and voting in person or by proxy.

Nominations for directors may be made by a nominating committee appointed by the board of Directors in the manner described in the Association rules and regulations, ~~but if~~ In any event nominations may be made by any Homeowner from the floor at the annual meeting or may be made by written petition to the Board of Directors which shall be included in the notice of the meeting.

Section 4. Regular meetings of the Board of Directors ~~may~~ shall be held at ~~any place or places within Palm Beach County, Florida~~, Rainberry Bay, Delray Beach, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and ~~may~~ shall be held at ~~any place or places within Palm Beach County, Florida~~, Rainberry Bay, Delray Beach, Florida, ~~and at any time~~.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purposes thereof, shall be given by or on behalf of the President, ~~or by or on behalf of the~~ Secretary, or ~~by or on behalf of~~ any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any ~~place~~ and time without notice, by unanimous waiver of notice by all directors.

Section 8. Minutes of all regular and special meetings of the Board of Directors shall be kept and posted at the principal office of the Association.

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FLORIDA 33401-5034
TELEPHONE (407) 655-5444

Section 9. The Board of Directors may hold monthly regular general membership open workshop meetings at which proposed rules or changes, or any other matters which would be of interest to the Community at large, shall be presented. After discussion from the floor, the workshop meeting will be closed and the Board will open a regular Board meeting, at which the Board shall take an open vote of the Board members, if required, or the matters may, at the discretion of the Board, be deferred to the next meeting.

Section 10. Standing Committees may be appointed by the Board of Directors or by the appropriate Board Member, for the purpose of assisting the Board or Board Members, in making appropriate studies as requested, monitoring activities and implementing Board or Member decisions on behalf of the Board. Such Committees shall have no independent authority to act on their own volition and may be replaced at the pleasure of the appointing authority. These committees shall include, but are not limited to the following: Legal, Finance, Rental & Sales, Grounds Maintenance, Management Oversight Review, Security, Painting & Driveways, and Beautification.

ARTICLE VI

Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the ~~fourth Tuesday~~ first Wednesday of the month of March in each year ~~beginning in 1979~~ at such time ~~and place~~ as shall be determined by the Board of Directors at Rainberry Bay, Delray Beach, Florida. The meeting of the Homes Association shall follow the meetings of the Master and Villas Associations.

Section 4. The presence at the meeting of members entitled to cast ~~30%~~ 33 1/3% of the votes shall constitute a quorum for any action governed by these Bylaws.

ARTICLE VII

Books and Papers

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association. It shall be the duty of the Secretary of the Association to provide access thereto. Copies shall be made available at a reasonable reimbursement cost.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

LAW OFFICES
BECKER, POLIAKOFF & STREITFELD, P.A. 450 AUSTRALIAN AVENUE SOUTH, SUITE 720 • WEST PALM BEACH, FLORIDA 33401-5034
TELEPHONE (407) 655-5464

Homes Association, both regular and special shall be imposed equally on all Zero Lot Line Lots and equally on all Detached Lots. However, the assessments upon the Zero Lot Line Lots and the assessments upon the Detached Lots need not be equal to each other. The Homes Association, in its discretion may distinguish between the assessments based on the estimated difference in maintenance costs of the Zero Lot Line Lots and the Detached Lots.

Section 2. Purpose of Assessments. The assessments levied by the Homes Association shall be used exclusively for exterior maintenance as provided in Section 3 hereof, for payment to the Master Association as hereinafter referred to, or to promote the health, safety, welfare and recreational opportunities of the Members of the Homes Association and their families residing with them, their guests and tenants.

SECTION 3, EXTERIOR MAINTENANCE. The Homes Association shall provide exterior maintenance for each building within The Properties as follows: paint, caulk, repair, replace and care for roofs and roof ventilators, exterior wood, wood composition, stucco and "stone" building surfaces and fences. In addition to exterior maintenance referred to in the preceding sentence, the Homes Association shall be obligated to maintain the landscaping, trees, shrubs, grass, sprinkler heads, walks, driveways and other exterior improvements situated on each Lot and such expenses may be apportioned on a flat overall charge (with separate charges for maintenance of Zero Lot Line lots and Detached lots) against all Lots subject to assessment by the Homes Association. The Homes Association shall not be responsible for:

(a) replacement of exterior glass
(b) painting, repair, replacement or care of:
  (1) gutters and downspouts
  (2) screening and screen frames (including screen porch fram
  (3) metal window, door and garage door frames
  (4) hinged; overhead or sliding door hardware
(c) clearing or repair of waste lines
(d) repair of water line from water meter to and into the home
(e) removal of mildew stains from walls, walks or patio decks
(f) repair of driveway damage caused by automobile fluid leaks
(g) repair of damage caused by termite or other insects.

The obligations of the Homes Association as described herein shall extend only to those buildings, fences landscaping, etc., as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner -installed improvements, fences, landscaping, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Homes Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Homes Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty or the negligence of the Homeowner. The Homes Association shall not be obligated to repair any mechanical equipment (e.g., airconditioning units) which is part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. The Association shall not be responsible for repair of any damage which can reasonably be ascribed to modifications or additions by the owner.

It is the intention hereof that the Homes Association shall perform only routine maintenance as described in this Section 3.

Nothing contained herein shall cause the Association to be liable for consequental damages resulting from failure to maintain a Home.. The responsibility of the Association is limited to the maintenance specified in this Article. For example: in the event of a roof leak, the Association shall not be responsible for repairs to the interior of the home or for damage to its contents.

6493 P0185

such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Homes Association therein stated to have been paid.

The Homes Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Homes Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the due date, a late charge of $50.00 per month shall be imposed and the Homes Association may bring an action at law against the owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include late charge for the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homes Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Homes Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article IV shall be of equal dignity with liens for assessments of the Master Association.

Section 8. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Homes Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 9. Collection of Master Association Assessments. The Homes Association may collect the assessments of the Master Association upon certification by the Master Association to the Homes Association from time to time of the amount of assessment with respect to each Lot. In the event that only a portion of the assessments are collected, the amount collected shall be applied first in payment of the assessments of the Master Association and next in payment of the assessments of the Homes Association. In the event that any past due assessment is to be divided equally among and payable by all of the Lots subject to assessment by the Homes Association as provided in Section 7 hereof, any amounts representing assessments due the Master Association shall be divided equally among all properties subject to assessment by the Master Association.

8493 P0187

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Homes Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Homes Association.

SECTION 11. TRUST FUNDS. The portion of all regular assessments collected by the Homes Association for reserves for non budgeted maintenance including but not limited to painting and roof repairs and replacement, and the entire amount of all special assessments, shall be held by the Homes Association in trust for the Owners of all Lots, as their interests may appear. Such funds may be withdrawn at the direction of the Board as required.

ARTICLE V

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Master Association, The Homes Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

SECTION 2. NOTICE. Any notice required to be sent to any Member or Owner under the provisions of this Declaration other than notices sent to all Owners as part of a general mailing, shall be deemed to have been properly sent when personally delivered and a receipt obtained or mailed Certified Mail, Return Receipt Requested, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board established by the Homeowners' Association Covenants to which The Properties are subject.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, deroguted, or deleted at any time and from time to time upon the execution and recordation of any instruments executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Homes Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting any provision hereof which was required by the Ordinances of the City of Delray Beach shall be effective without the written consent of the City of Delray Beach.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 7. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Homeowners' Association Covenants being recorded by Developer. The homeowners' association referred to in said Agreement is the Master Association.

8349 PG168

Except as modified herein, the Declaration of Restrictions and Protective Covenants for Rainberry Bay Homes shall remain unchanged and continue in full force and effect.

DIMENTIONAL BUILDERS, INC.
a Florida corporation

by: _____
Richard Siemens, President

DIMENTIONAL BUILDERS & ASSOCIATES, LTD.,
a Florida limited partnership

by: DIMENTIONAL BUILDERS, INC., a
Florida corporation as General Partner

by: _____
Richard Siemens, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of September, 1984, by RICHARD SIEMENS as President of DIMENTIONAL BUILDERS, INC., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 5 1984
BONDED THRU GENERAL INS. UNDERWRITERS

_____
Notary Public
State of Florida at Large
My commission expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of September, 1984, by RICHARD SIEMENS as President of DIMENTIONAL BUILDERS, INC., a Florida corporation as General Partner of DIMENTIONAL BUILDERS & ASSOCIATES, LTD., a Florida limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 5 1984
BONDED THRU GENERAL INS. UNDERWRITERS

_____
Notary Public
State of Florida at Large
My commission expires:

B4349 P1169

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

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
RAINBERRY BAY HOMES

THIS DECLARATION is made this 14 day of June, 1978 by DIMENTIONAL BUILDERS, INC., a Florida corporation, which declares that the real property described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

78 098534

1978 JUN 23 AM 11:09

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Master Association" shall mean and refer to the RAINBERRY BAY MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.

(b) "Homes Association" shall mean and refer to the RAINBERRY BAY HOMES ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.

(c) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(d) "Lot" shall mean and refer to any lot within The Properties and any lot shown upon any resubdivision of such property.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties.

(f) "Member" shall mean and refer to all those Owners who are members of the Homes Association as provided in Article III, Section 1 hereof.

(g) "Developer" shall mean and refer to DIMENTIONAL BUILDERS, INC., a Florida corporation and DIMENTIONAL BUILDERS & ASSOCIATES LTD., a Florida limited partnership, together with their respective successors and assigns.

27.00

(h) "Zero Lot Line Lot" shall mean and refer to any Lot the area of which is less than 7,500 square feet.

(i) "Detached Lot" shall mean and refer to any Lot the area of which is 7,500 square feet or more.

This Instrument Prepared By:

Jeffrey A. Deutch, Esq.
BROAD AND CASSEL
1108 Kane Concourse
Bay Harbor Islands, Florida 33154

PALM OFF BEACH REC 2882 PAGE 1333

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Delray Beach, Palm Beach County, Florida and is more particularly described as follows:

Lots 1 through 40 inclusive of Block 1, and
Lots 1 through 11 inclusive of Block 2, and
Lots 1 through 5 inclusive of Block 3, and
Lots 1 through 14 inclusive of Block 4, and
Lots 1 through 26 inclusive of Block 5, and
Lots 1 through 21 inclusive of Block 6,

in RAINBERRY BAY SECTION ONE, according to the Plat thereof recorded in Plat Book 33, Pages 174 - 175 of the Public Records of Palm Beach County, Florida;

Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its articles of incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the properties shall be a member of the Homes Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member of said association.

Section 2. Voting Rights. The Homes Association shall have two classes of voting membership:

PALM BEACH REC 2882 PAGE 1334

Class A — Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Homes Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B — The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that, notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Homes Association until such time as the Developer no longer holds the title to any portion of The Properties. If the Developer elects to bring other land under the provisions hereof in accordance with Article II, the right of Developer to elect a majority of the Board of Directors shall extend until the Developer no longer holds title to any portion of such future lands as may be brought under the provisions hereof.

ARTICLE IV

HOMES ASSOCIATION--COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within The Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homes Association assessments for maintenance as provided in Section 3 hereof; and assessments due to the Master Association as hereinafter referred to; such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The assessments of the Homes Association, both regular and special shall be imposed equally on all Zero Lot Line Lots and equally on all Detached Lots. However, the assessments upon the Zero Lot Line Lots and the assessments upon the Detached Lots need not be equal to each other. The Homes Association, in its discretion may distinguish between the assessments based on the estimated difference in maintenance costs of the Zero Lot Line Lots and the Detached Lots.

PALM BEACH OFF REC 2882 PAGE 1335

Section 2. Purpose of Assessments. The assessments levied by the Homes Association shall be used exclusively for exterior maintenance as provided in Section 3 hereof, for payment to the Master Association as hereinafter referred to, or to promote the health, safety, welfare and recreational opportunities of the Members of the Homes Association and their families residing with them, their guests and tenants.

Section 3. Exterior Maintenance. The Homes Association shall provide exterior maintenance for each building within The Properties as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (other than windows and screening) and fences. In addition to exterior maintenance referred to in the preceding sentence, the Homes Association shall be obligated to maintain the landscaping, trees, shrubs, grass, sprinkler heads, walks, drives and parking places and other exterior improvements situated on each Lot and such expenses may be apportioned on a flat overall charge against all Lots subject to assessment by the Homes Association. The obligations of the Homes Association as described herein shall extend only to those buildings, fences, shrubs, etc., as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, shrubs, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Homes Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Homes Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty. The Homes Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning units) which is part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Homes Association shall perform only routine maintenance as described in this Section 3.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in advance in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Homes Association.

The amount of the annual assessment shall be $795.00 per Detached Lot and $555.00 per Zero Lot Line Lot, payable in equal quarter-annual installments, until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

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Section 5. Duties of the Board of Directors. Except for the initial assessment specified in Section 4, the Board of Directors of the Homes Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Homes Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Homes Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Homes Association therein stated to have been paid.

The Homes Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Homes Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date when due at the rate of 10% per annum and the Homes Association may bring an action at law against the owner personally obligated to pay the same or may rec rd a claim of lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Homes Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Homes Association to enforce payment of the assessments hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or

PALM BEACH REC 2882 PAGE 1337

federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien agianst all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article IV shall be of equal dignity whith liens for assessments of the Master Association.

Section 8. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Homes Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 9. Collection of Master Association Assessments. The Homes Association shall collect the assessments of the Master Association upon certification by the Master Association to the Homes Association from time to time of the amount of assessment with respect to each Lot. In the event that only a portion of the assessments are collected, the amount collected shall be applied first in payment of the assessments of the Master Association and next in payment of the assessments of the Homes Association. In the event that any past due assessment is to be divided equally among and payable by all of the Lots subject to assessment by the Homes Association as provided in Section 7 hereof, any amounts representing assessments due the Master Association shall be divided equally among all properties subject to assessment by the Master Association.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Homes Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Homes Association.

Section 11. Trust Funds. The portion of all regular assessments collected by the Homes Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Homes Association in trust for the Owners of all Lots, as their interests may appear.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall

inure to the benefit of and be enforceable by the Developer, the Master Association, The Homes Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board established by the Homeowners' Association Covenants to which The Properties are subject.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instruments executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Homes Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting any provision hereof which was required by the Ordinances of the City of Delray Beach shall be effective without the written consent of the City of Delray Beach.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 7. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Home

owners' Association Covenants being recorded by Developer. The homeowners' association referred to in said Agreement is the Master Association.

EXECUTED as of the date first above written.

DIMENTIONAL BUILDERS, INC., a Florida corporation

By: _____
Richard Siemens, President

Attest: _____
~~Assistant~~ Secretary

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me, this 14 day of June, 1978, by RICHARD SIEMENS, President and Stanley M. Katz, ~~Assistant~~ Secretary, of DIMENTIONAL BUILDERS, INC., a Florida corporation, on behalf of the corporation.

_____
Notary Public,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires March 11, 1981
Bonded by AUTO OWNERS INSURANCE CO.

PALM BEACH REC 2882 PAGE 1340

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Rainberry Bay
2801 Rainberry Circle South, Delray Beach, FL 33445
Telephone: 561-272-6560 Fax: 561-272-6663

August 14, 2000

Dear Homeowner:

Enclosed are the approved amendments of the Master Association of Rainberry Bay.

The amendments have been registered at Palm Beach County.

Sincerely,

Sidney Sherman, President
Rainberry Bay Master Association

Enclosure

) Australian Avenue, Ste. 700
ist Palm Beach, FL 33401-5034

FEB-24-1992 02:11pm 92-051667
ORB 7131 Pg 30

CERTIFICATE OF AMENDMENT TO THE
HOMEOWNERS' ASSOCIATION COVENANTS AND
ARTICLES OF INCORPORATION FOR
RAINBERRY BAY

WHEREAS, the Homeowners' Association Covenants for Rainberry Bay have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 2882 at Page 1318; and,

WHEREAS, the Articles of Incorporation for Rainberry Bay are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of Rainberry Bay Master Association, Inc., a Florida not-for-profit corporation, held on December 4, 1991, the aforementioned Covenants and Articles of Incorporation were amended pursuant to the provisions of said Covenants.

NOW, THEREFORE, the undersigned hereby certify that the attached amendment to the Covenants is a true and correct copy of the amendment to the Homeowners' Association Covenants and Articles of Incorporation for Rainberry Bay as amended by the membership.

WITNESS MY SIGNATURE, hereto this 17 day of February, 1992, at Delray Beach, Palm Beach County, Florida.

RAINBERRY BAY MASTER
ASSOCIATION, INC.

Witness

By: _____
President

Witness

Attest: _____
Secretary

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

I HEREBY CERTIFY that on this day before me personally appeared William Goldberg and Howard Kane, 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 himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Delray Beach, Palm Beach County, Florida, this 12th day of February, 1992.

_____
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
CLYDE A. CURTIS
My Comm. Exp. 6-24-94
Bonded Thru Service Co.

SEP-12-1994 3:29PM 94-308505
ORB 8423 Pg 37

CERTIFICATE OF AMENDMENT TO THE HOMEOWNERS' ASSOCIATION COVENANTS
FOR
RAINBERRY BAY

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Homeowners' Association Covenants for Rainberry Bay. The original Homeowners' Association Covenants for Rainberry Bay are recorded in Official Records Book 2882, Page 1318 of the Public Records of Palm Beach County, Florida.

DATED this 1st day of September, 1994.

WITNESSES:

Sign

Print

Sign

Print

RAINBERRY BAY MASTER ASSOCIATION, INC.

By: Seymour Lieberman, President

By: Bernice Pernhall, Secretary

JENNIFER BEAMS
My Comm Exp. 6/21/98
Bonded By Service Ins
No. CC375888 (Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of September, 1994, by Seymour Lieberman and Bernice Pernhall, as President and Secretary of Rainberry Bay Master Association, Inc., who are personally known to me or who did take an oath.

NOTARY PUBLIC

Sign Jennifer Brams

Print Jennifer Brams
State of Florida at Large.

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401
512S0106.25B

(e) The right of the Master Association to contract for bulk rate cable television service and to include such rate with the regular assessments against each Lot for the purpose of providing such service.

Page 6

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, and to his guests and tenants, subject to regulations from time to time adopted by the Master Association in its lawfully adopted and published rules and regulations.

ITEM 2

Article V, Section 1. of the Homeowners' Association Covenants for Rainberry Bay is amended to read as follows:

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within The Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Master Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as the Master Association may deem necessary, and for providing bulk rate cable television service to all Lots, and special assessments as provided in Section 3 hereof and in Section 4 of Article IV, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. Except as otherwise provided in Section 4 of Article IV, all assessments, both regular and special, shall be against all Lots within The Properties and that may, in the future, be subject to liens of the Master Association, equally. The maximum number of Lots to be subjected to the liens of the Master Association shall be 910.

Page 8

Return to: (enclose self-addressed stamped envelope)

Name

Address:

ORB 8456 Ps 412

Property Appraisers Parcel Identification (Folio) Number(s):

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
94 SEP 30 AM 8:12

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
RAINBERRY BAY MASTER ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is **RAINBERRY BAY MASTER ASSOCIATION, INC.**

SECOND: The following amendment to the Articles of Incorporation was adopted by the Corporation:

SEE ATTACHED

THIRD: The Amendment was adopted by the Board of Directors.

FOURTH: The above amendment was approved by a majority of the Members present and voting in person or by proxy on the 25th day of May, 1994. The number of votes casts were sufficient for approval of the Amendment.

DATED this 9th day of SEPTEMBER, 1994.

WITNESSES:

Sign

Print

Sign

Print

RAINBERRY BAY MASTER ASSOCIATION, INC.

By: _____
Seymour Lieberman, President

By: _____
Bernice Pernhall, Secretary

NOTARY PUBLIC STATE OF FLORIDA
My Comm Exp. 6/26/98
Bonded By Service Ins
No. CC375[illegible]

(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of Sept, 1994, by Seymour Lieberman and Bernice Pernhall, as President and Secretary of Rainberry Bay Master Association, Inc., who are personally known to me or who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____
State of Florida at Large.

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401
81280108.260

Document prepared by:
J. A. WEBER, ESQ.
KOULAKOFF & STREITFELD, P.A.
REFLECTIONS BUILDING
450 AUSTRALIAN AVENUE SOUTH, SUITE 720
WEST PALM BEACH, FLORIDA 33401

SEP-26-1989 01:42PM 89-276118
ORB 6206 Pg 1884

CERTIFICATE OF AMENDMENT TO THE HOMEOWNERS' ASSOCIATION COVENANTS FOR RAINBERRY BAY

WHEREAS, the Homeowners' Association Covenants for Rainberry Bay has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2282 at Page 1318; and,

WHEREAS, pursuant to Article VIII, Section 3 of said Covenants, the Developer, for so long as it holds title to any lot affected by said Covenants may amend same; and,

WHEREAS, the Developer holds title to lots affected by these Covenants and desires to amend same.

NOW, THEREFORE, the undersigned hereby certify that the Amendment to the Covenants attached as an Exhibit hereto is a true and correct copy of the Amendments to the Homeowners' Association Covenants for Rainberry Bay of Rainberry Bay Master Association, Inc., as amended by the Developer.

WITNESS my signature hereto this 11 day of Aug., 1989, at Delray Beach, Palm Beach County, Florida.

DIMENTIONAL BUILDERS AND ASSOCIATES, LTD.,
A Florida Limited Partnership

By: Rainberry Bay, Inc.
a Florida Corporation as
General Partner

By: _____

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

The foregoing instrument was acknowledge before me this 11th day of August, 1989, by Doug Flack, as President of RAINBERRY BAY, INC., General Partner of DIMENTIONAL BUILDERS & ASSOCIATES, LTD., a Florida Limited Partnership, on behalf of said Limited Partnership.

_____
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Exp
Bonded Thru Gen. Ins.