

THIS INSTRUMENT PREPARED BY:
RECORD & RETURN TO:
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Boca Raton, FL 33487

**CERTIFICATE OF AMENDMENT TO THE
HOMEOWNERS' ASSOCIATION COVENANTS FOR RAINBERRY BAY,
AND TO
THE ARTICLES OF INCORPORATION AND BYLAWS OF RAINBERRY BAY
MASTER ASSOCIATION, INC.**

I HEREBY CERTIFY that Exhibit "A", Exhibit "B", and Exhibit "C" attached to this Certificate respectively, constitute the duly approved and authorized amendments to the governing documents of Rainberry Bay Master Association, Inc. ("Association") as follows:

- **Exhibit A:** Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens for Rainberry Bay Master Association, Inc., a Florida Not-For-Profit Corporation ("Amended Declaration")
- **Exhibit B:** Amended and Restated Articles of Incorporation of the Rainberry Bay Master Association, Inc., a Florida Corporation Not-For-Profit ("Amended Articles")
- **Exhibit C:** Amended and Restated By-Laws of the Rainberry Bay Master Association, Inc., a Florida Corporation Not-For-Profit ("Amended By-Laws")

I FURTHER CERTIFY that The Amended Declaration, Amended Articles, and Amended By-Laws were approved by the members of the Association at a special meeting of the members held in accordance with the provisions of the originally recorded Homeowners' Association Covenants, Articles of Incorporation and Bylaws of the Association, then in effect at a duly called and constituted special meeting of the membership of the Association held on the 8th day of July, 2026.

Dated this 17th day of July, 2026

[SIGNATURE AND NOTARY PAGE(S) FOLLOW]

Witnesses:



CHERISSE AANENSEN

Print Name

Address: 2801 RAINBERRY CIRCLE S DELRAY BEACH FL 33445

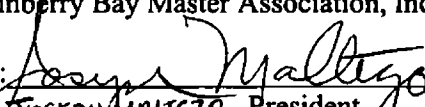


VIVIAN MAURICE

Print Name

Address: 2801 RAINBERRY CIRCLE S DELRAY BEACH FL 33445

Rainberry Bay Master Association, Inc.

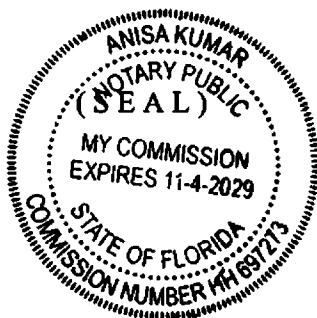
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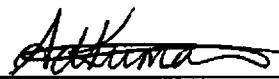
JOSEPH MALTEZO, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JOSEPH MALTEZO, as President of Rainberry Bay Master Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced a driver's license to be the person described in and who executed the foregoing instrument and who did/did not take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of JULY, 2026.





Notary Public, State of Florida

My commission expires: 11-4-2029

Print Name: ANISA KUMAR

Witnesses:

[Signature]

Rainberry Bay Master Association, Inc.

By Rhona Campton
RHONA CAMPTON, Secretary

CHERRISSE DANENSEN

Print Name

Address: 2801 RAINBERRY CIRCLE S DELRAY BEACH FL 33445

[Signature]

VIVIAN MAURICE

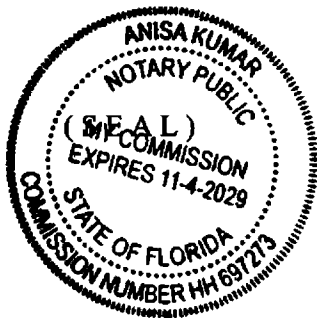
Print Name

Address: 2801 RAINBERRY CIRCLE S DELRAY BEACH FL 33445

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared RHONA CAMPTON, as Secretary of Rainberry Bay Master Association, Inc., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced a driver's license to be the person described in and who executed the foregoing instrument and who did/did not take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 2026.



[Signature]
Notary Public, State of Florida
My commission expires: 11-4-2029
Print Name: ANISA KUMAR

EXHIBIT “A”

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS FOR RAINBERRY BAY
MASTER ASSOCIATION, INC., A FLORIDA NOT-
FOR-PROFIT CORPORATION**

**SUBSTANTIAL REWORDING OF THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS. SEE CURRENT
DECLARATION FOR PRESENT TEXT**

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RECITALS

- A. Developer DIMENSIONAL BUILDERS, INC., a Florida corporation, its successors and assigns, recorded the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Rainberry Bay Master Association on June 23, 1978 in Official Records Book 2882, page 1318, of the Public Records of Palm Beach County, Florida ("Original Declaration"); and as amended, supplemented, and recorded thereto, (collectively "Original Declaration"); and
- B. Whereas, Rainberry Bay Master Association, Inc. (the "Association") is the successor to the Developer; and
- C. The Properties subject to this Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens ("Declaration") shall be those Properties currently subject to the same in accordance with the Original Declaration, as amended, supplemented and recorded.
- D. The Community ("Rainberry Bay") is a residential community, and by this Amended and Restated Declaration, the Association and the Owners reaffirm the imposition of the covenants, restrictions, easements, charges and liens set forth herein upon the Properties.
- E. Additional covenants, restrictions and easements on all or portions of the Properties are imposed by Rainberry Bay Homes Association, Inc. or Rainberry Bay Villas Association, Inc., which are located within the community known as Rainberry Bay.
- F. NOW, THEREFORE, the Association and the Owners declare that the Properties subject to this Amended and Restated Declaration shall hereafter be owned, used, sold, conveyed, improved, encumbered, leased, demised and occupied, all subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens and all other provisions of this Declaration, as hereinafter set forth, which shall run with, benefit and burden all of the Properties and be binding on all parties having any right, title or interest in the Properties, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

DEFINITIONS

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

1. "Architectural Guidelines" shall mean and refer to any and all guidelines adopted by the Architectural Control Committee as set forth more fully in this Declaration.
2. "Architectural Control Committee" or "ACC" shall mean and refer to the committee created pursuant to the provisions hereof.
3. "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of the Master Association which have been filed in the office of the Secretary of the State of Florida, as such Articles may be amended from time to time.
4. "Assessment(s)" shall mean and refer to "Common Assessments," "Individual Assessments" and "Special Assessments" (as each is hereinafter defined) collectively, as the context may require.
5. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association. Board of Directors shall also mean and refer to the Board of Administration as may be provided for in Chapter 720, Florida Statutes.
6. "By-Laws" shall mean and refer to the Amended and Restated By-Laws of the Master Association, which have been adopted by the Master Association, as such By-Laws as each may be amended, revised, or renumbered from time to time.
7. "Capital Improvements" are defined as additions to existing facilities provided by the Developer and/or additions to the common areas not originally part of the Community. Insubstantial changes to or refurbishments of existing structures, personal or real property, and repair and/or replacement of any and all improvements on the common areas, as defined in this Declaration, shall not be considered to be Capital Improvements.
8. "Common Areas" shall mean and refer to: Tract "A" of 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, and tracts "A", "E", "F" and "G" of RAINBERRY BAY SECTION ONE – A according to the Plat thereof, recorded in Plat Book 34, Pages 106 – 107 of the Public Records of Palm Beach County, Florida; and all easements and other properties as described in the Original Declaration and any previously recorded Amendment thereto and are made a part hereof, together with any improvements on such tracts or easement including without limitation all structures, all buildings that are not private dwellings, storm drainage systems, recreational facilities, lake, open space, off street parking areas, private streets, sidewalks, street lights, and entrance features but excluding any public or private utility installations thereon.

9. "The Community" means the Planned Residential Development (PRD) as defined by the Land Development Regulations of the City of Delray Beach, Florida and is known as Rainberry Bay and consists of all the Lots and Common Areas as described herein.
10. "Immediate Family Members" shall mean the grandparents, parents, spouses, domestic partners, siblings, children, or grandchildren of a current owner.
11. "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of a bank, life insurance company, Federal or State savings and loan association, real estate mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.
12. "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.
13. "Lot" shall mean and refer to any Lot in the Properties and any Lot shown upon any re-subdivision of any plat of the Properties or any portion thereof.
14. "Master Association" shall mean and refer to the Rainberry Bay Master Association, Inc., a Florida corporation not-for-profit, which is incorporated.
15. "Homes Association" shall mean and refer to Rainberry Bay Homes Association, Inc., a Florida Corporation not-for-profit, which is incorporated.
16. "Villas Association" shall mean and refer to the Rainberry Bay Villas Association, Inc., a Florida corporation not-for-profit, which is incorporated.
17. "Member" shall mean and refer to all those Owners who are members of the Master Association as provided in this Declaration.
18. "Member in Good Standing" shall refer to any Member whose voting and/or use rights have not been suspended in accordance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws or the provisions of Chapter 720, Florida Statutes.
19. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
20. "Operating Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Master Common Areas, including reserves for the foregoing to the extent adopted as part of the Master Association's budget, as provided in the By-Laws, including, without limitation:
 - a. unpaid assessments;
 - b. the costs of any and all commonly-metered utilities and other commonly-metered charges for the Master Common Areas;

- c. costs of management, operation and administration of the Master Association, including, but not limited to, compensation paid by the Master Association to managers, accountants, attorneys and other agents, employees, or independent contractors;
 - d. costs of all landscaping and other services benefiting the Master Common Areas, and all recreational facilities thereon;
 - e. costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Master Association or Master Common Areas;
 - f. costs of bonding and/or insuring the members of the Board and the Management Company;
 - g. taxes paid by the Master Association, including real property taxes for the Master Common Areas, if any;
 - h. amounts paid by the Master Association for the discharge of any lien or encumbrance levied against the Master Common Areas, or portions thereof; and
 - i. costs of any other items or expenses incurred by the Master Association for any reason whatsoever in connection with the Master Common Areas, the Master Association's rights or duties under the Project Documents, and/or for the benefit of the Members or the Community.
21. "The Properties" shall mean and refer to all such existing properties, and additions thereto, within the Community as are subject to this DECLARATION or any Supplemental Declaration under the provisions of Article II hereof.
22. "Person" shall mean and refer to a natural person, two or more persons having a joint or common interest, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any combination thereof, or any other entity recognized under the laws of the State of Florida with the legal right to hold title to real property.
23. "Repair" shall mean and refer to restoration to good condition after decay, damage, or dilapidation.
24. "Replace" and "Replacement" shall mean and refer to the entire removal of an Improvement and an equivalent Improvement installed in its place.

The foregoing definitions shall be applicable to this Declaration and any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

- I.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, which is within Palm Beach County, Florida and is more particularly described in the Original Declaration and included as Exhibit "A" to this Amended and Restated Declaration. This Amended and Restated Declaration shall in no way affect or alter the properties subject to the Original Declaration.

The total number of lots which may ever be subject to the provisions hereof shall not exceed 901.

- I.2. Merger or Consolidation.** Upon a merger or consolidation of any association referred to herein with any other association as provided in its the Articles of Incorporation, its properties, rights and obligations may, by operation of law:

- I.2.1. be transferred to another surviving or consolidated association
- I.2.2. 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 affect any revocation, change or addition to the covenants established by this Declaration within The Properties.

ARTICLE II BOARD, MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- II.1. Master Board.** The affairs of the Master Association shall be managed and governed by a Board of Directors (the "Board") of nine (9) "Directors," composed of the three (3) Members of the Board of Directors of the Homes Association ("Homes"), the three (3) Members of the Board of Directors of the Villas Association ("Villas") and three (3) Members elected at-large from the entire Rainberry Bay community. A director elected to the at-large Master Association shall not also serve as a director of the Homes Association or the Villas Association. A majority of the directors in office shall constitute a quorum for the transaction of business. At no time shall more than one (1) Member per Lot be entitled to serve on the Master Board of Directors at the same time.

- II.2. 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 Master Association shall be a member of the Master Association. Notwithstanding anything else to the contrary, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of said Association.
- II.3. Voting Rights.** The Master Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership. 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 Master Association, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE III PROPERTY RESPONSIBILITY AND RIGHTS IN THE COMMON AREAS

- III.1. Ownership.** The Common Areas shall not be conveyed to any entity or person other than the Master Association. Beginning upon the date the original covenants were recorded, the Master Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner without cost to general taxpayers of the City of Delray Beach, Florida and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon.
- III.2. Maintenance, Operation Repair and Replacement of the Common Areas.** The Master Association shall at all times properly operate, maintain in good repair, and replace as often as necessary any and all improvements situated on the Common Areas. All such work to be done as ordered by the Board of Directors of the Master Association acting on a majority vote of the Board members.
- III.3. Common Areas and Improvements.** The improvements on the Common Areas include, but are not limited to, all recreational facilities, including the tennis courts, landscaping, paving (including sidewalks, streets, bike paths, and common parking areas), drainage structures, post lanterns, other area lighting (except utility company street lights), other structures, buildings other than private dwellings including their electrical, mechanical, plumbing systems, and the landscape irrigation system.
- III.4. Members' Easements.** Each Member of the Master Association and each tenant, guest and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members of the Master Association, their tenants, agents and invitees, subject to the following:

- III.4.1. The right of a Member to the use and enjoyment of the Common Areas and facilities thereon is subject to the regulations that may be lawfully adopted and published by the Board of Directors from time to time.
- III.4.2. The right of the Master Association to charge a reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- III.4.3. The right of the Master Association to adopt and enforce rules and regulations governing the use of the Common Areas and all the facilities at any time situated thereon. This shall include the authority to adopt rules and regulations governing and restricting the use of Association Property and Common Areas by invitees of an Owner, including third party vendors and contractors.
- III.5. Easements Appurtenant.** The easement provided in Section Members' Easements shall be appurtenant to and shall pass with the title to each Lot.
- III.6. Maintenance by City of Delray Beach.** In the event the Master Association fails to properly maintain the Common Areas or any portion thereof in a reasonable manner, the City of Delray Beach (the "City") shall have the right, but not the obligation, to undertake such maintenance, repair or replacement as may be reasonably necessary. The judgment of the City as to whether or not the standard of maintenance called for in this paragraph is being met shall be final. The right of the City shall not become effective, however, unless written notice shall first be given to the Association of the details of the intended maintenance, repairs or replacements to be undertaken by the City, and thirty (30) days shall elapse after the giving of such notice. If during such thirty (30) day notice the Association shall commence and diligently pursue the completion of such maintenance, repair or replacement, then the rights of the City shall not become effective.
- In the event the City shall expend any money in maintaining, repairing or replacing any part of the Common Area pursuant to the right given to the City herein, then the City shall have the right to assess all the Owners for such expenditures in the same manner as the Association would have had, except that the City shall not be subject to any monetary limit established herein. Any such assessment levied by the City shall be subject to collection by the city by any of the remedies given to the Association for collection of assessments, and such assessments shall be a lien on all the land affected by this Declaration, proportionately allocated to each Owner. The lien shall secure costs of collection and reasonable attorney fees.
- III.7. Utility Easements.** Public and private utilities may be installed underground in the Common Areas when necessary for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.
- III.8. Public Easements.** Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress to the Community.

ARTICLE IV MASTER ASSOCIATION COVENANT FOR ASSESSMENTS

- IV.1. Assessments.** Each Owner of any Lot, by acceptance of a deed thereto, 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 for the maintenance, operation, repair and replacement of the Common Areas as provided in this Declaration.
- IV.1.1. The Annual Assessment shall include amounts designated for reserves as the Master Association may deem necessary.
 - IV.1.2. The Board may also declare Special Assessments as provided in this Declaration. Such assessments are to be fixed, established and collected from time to time as hereinafter provided.
 - IV.1.3. Except as otherwise provided in this Declaration, all Annual and Special Assessments shall be against all Lots within the Properties and that may, in the future, be subject to liens of the Master Association, equally.
 - IV.1.4. No Member may waive or otherwise escape liability for the Annual Assessments for such maintenance by non-use of the Common Areas or abandonment of the Member's right to use the Common Areas.
- IV.2. Annual Assessment; Commencement Dates.** The Annual Assessments shall be determined each year by the Boards of Directors of the Master, Homes and Villas Associations. Lot owners who are members of Homes Association pay Master and Homes assessments. Lot owners who are members of Villas pay Master and Villas assessments. All assessments shall be payable in advance in quarter-annual installments or as may be determined by the Board of Directors of the Master Association.
- IV.2.1. The Master assessment amount may be changed at any time by the Board of Directors of the Master Association. 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.
 - IV.2.2. The Homes or Villas assessment amount may be changed at any time by their respective Board of Directors.
 - IV.2.3. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the Annual Assessment against each Lot for each assessment period at least thirty (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 Master, Homes and Villas Associations and shall be open to inspection by any Member. Written notice of the assessment shall thereupon be sent to every Member

subject thereto.

IV.3. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance, operation, repair and replacement of the Common Areas as provided in this Declaration. Additionally, the assessments levied by the Master Association may be used to provide for bulk rate communications services to all the Lots within the Community.

IV.4. Lien, Late Fees and Interest. The annual and special assessments, as well as any individual assessment, levied against a Lot Owner in accordance with the provisions herein, together with such late fees and interest thereon, which shall be in the maximum amount allowable under the law. 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.

The lienholder shall be the respective association, either Rainberry Homes Association or Rainberry Villas, as long as those associations have paid all annual and special assessments for their Members to the Master Association. The lien, when recorded shall be effective from and shall relate back to the date on which the Respective Association's Original Declaration was recorded. Master Association reserves the right to place a lien directly if and when Homes or Villas no longer collects and pays to Master funds due to Master.

IV.5. Personal Obligation. 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.

IV.6. Number of Lots Subject to Lien. The maximum number of Lots to be subjected to the liens of the Master Association shall be 901.

IV.7. Individual Assessments. The cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by a failure of a Member to comply with the lawfully adopted rules and regulations of the Master Association shall be levied as an Individual Assessment against such Member.

IV.7.1. The date of commencement for Individual Assessments shall be fixed by the respective Association that levies the assessment. All individual assessments shall be paid within the calendar year that they have been levied.

IV.7.2. Any Individual Assessment shall be a continuing lien upon the Lot owned by the Member and shall be provided with the same lien rights as provided herein and in accordance with Chapter 720, Florida Statutes.

- IV.8. Estimated and Actual Costs.** The Board of Directors of the Master Association shall estimate the cost of any such maintenance, operation, repair and replacement for each year and shall fix the Common Assessments for each year, but the Board of Directors shall, thereafter, make such adjustment with the Members as is necessary to reflect the actual cost of such maintenance, operation, repair and replacement.
- IV.9. Failure to Maintain Property.** Upon the failure of the fee simple owner of any Owner property (or upon the failure of the Homes Association or Villas Association) to maintain the property:
- IV.9.1. to the point that it becomes infested with vermin, pests, mold or odor to the point that it impacts any adjacent building, or
 - IV.9.2. to the point that it is declared unfit for human habitation by responsible public authority, or
 - IV.9.3. in the event that the owner fails to properly maintain, repair or replace any Owner property in accordance with the terms and restrictions contained herein, or where any Owner fails to restore any improvements on the property within sixty (60) days of any casualty which damages or destroys any owner made improvements, then the Master association, after providing thirty (30) days prior written notice, shall have the right, but not the duty to:
 - IV.9.3.1. enter upon such premises to make such repairs or to perform such maintenance or restoration as may be necessary, the costs of which (together with an administrative fee equal to 20% of such cost) shall be paid to the Master Association by the offending property owner or by the Homes Association or Villas Association, or the Master Association may bring an action at law or in equity against such parties.
 - IV.9.4. However, if any emergency situation arises as a result of a failure of the Property to be maintained as noted in IV.9.1 and IV.9.2, the Master Association shall have the foregoing remedies without having to give the afore described thirty (30) days prior written notice.
 - IV.9.5. Entry by the Master Association, as described herein, shall not be a trespass, and by acceptance of a deed for a Lot, all Members have expressly given the Master Association the continuing permission to so enter, which permission may not be revoked.
 - IV.9.6. If any Member or the Homes Association or the Villas Association fails to make payment as above provided, within fifteen (15) days after request, the Master Association shall have the right to convert such charge to an Individual Assessment and file a lien therefor on the Lot of the offending owner, or on the Lots of all Members of an offending Homes Association or Villas Association, otherwise in accordance with provisions of Article IV hereof.

IV.10. Special Assessments. In the event that the funds collected via Common Assessments are insufficient to cover the expenses of the Master Association, whether or not due to unforeseen circumstances, then the Board of Directors, by majority vote of the members of the Board of Directors, may levy Special Assessments as may be required to defray the costs of the maintenance, operation, repair and replacement of the Common Areas.

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

IV.11. Loans. The Master Association, upon approval of a majority of the Board of Directors may obtain loans as may be required to defray the costs of the maintenance, operation, repair and replacement of the Common Areas. These loans may be secured by the Master Association's assessment rights as provided herein. However, except as provided for in this Declaration, the Common Areas may not be encumbered in any way and shall not be used as collateral or security for any Loan.

IV.12. Capital Improvements. In addition to the Assessments and Special Assessments authorized herein, the Board of Directors, by Majority vote, may approve Capital Improvements to the Common Areas, as well as the Special Assessment(s) required to complete these Capital Improvements relating to the Common Areas, as long as the Capital Improvements do not result in any Special Assessment levied against the Members in excess of twenty per cent of the Master Assessment in the aggregate for the 901 Lots in any fiscal year.

Any Capital Improvements that will result in a Special Assessment in excess of twenty per cent of the Master Assessment in the aggregate for the 901 Lots in any fiscal year shall require the approval of a majority of the votes of the Membership of the Master Association voting at a meeting, or by proxy, at a Meeting of the Membership as may be provided in the By-Laws of the Master Association.

The limitations provided for in this Declaration shall not in any way limit the authority of the Board of Directors, by Majority vote, to effectuate repairs, reconstruction, or replacement of any structure or improvements currently existing on the Common Areas, including fixtures, equipment and furnishings related thereto. Nor do these provisions limit the authority of the Board of Directors to levy Special Assessments as may be required to effectuate the required repairs, reconstruction, or replacement of any structure or improvements currently existing.

IV.13. Loans for Capital Improvements. Any Loan (of any amount) for Capital Improvements must be approved by the Members by approval of a majority of the Members voting in person, by proxy, by absentee ballot or by electronic voting at a meeting of the Members at which a quorum has been obtained. These loans may be secured by the Master Association's assessment rights as provided herein. However, except as provided for in this Declaration, the Common Areas may not be encumbered in any way and shall not be used as collateral or security for any Loan.

IV.14. Collection of Assessment; Effect of Non-Payment of Assessment. The assessments of the Master Association shall be collected through the Villas Association or the Homes Association who in turn will pay monthly their respective total monthly Members' Master assessment to the Master Association regardless of whether or not a Member has paid. At its sole option, the Master Association by a majority vote of its Board may elect to collect such assessments directly from the Members.

If the assessments are not paid on the date when due (being the date specified by the Board of Directors of the Master Association), then such assessments shall become delinquent and shall, together with such late fees and interest thereon, which may be incurred at the highest amount allowable under the law, 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 Member, their heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner to pay such assessment shall remain their personal obligation for the statutory period and shall pass to their successors in title. Any individual who acquires title to a Lot upon the death of a Member or by operation of law shall be personally liable for unpaid assessments with respect to such Lot.

IV.15. Late Fees, Interest and Collection Action. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late fee as well as interest from the date when due at the rate not to exceed that allowable under the law and the collecting Association and or the Master Association may bring an action at law against the Member 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 assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's 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 reasonable attorney's fee to be fixed by the court together with the costs of the action and the Master Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments and related fees hereunder. However, this legal duty and responsibility may be delegated to either the Home Association or Villas

Association as may be determined by the Board of Directors of the Master Association from time to time.

- IV.16. Subordination of the Lien to Institutional Mortgages.** The lien of the assessment provided for in this Declaration shall be provided with the same rights and priorities as provided for by Chapter 720, Florida Statutes as it may be amended, revised, or renumbered from time to time by the Florida Legislature.

Where an institutional mortgagee of record obtains title to a Lot pursuant to the foreclosure of an institutional first mortgage of record, or where the holder of an institutional first mortgage accepts a deed to a Lot in lieu of foreclosure of the institutional first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof in accordance with the provisions of Chapter 720, Florida Statutes as the same exists on this date and as it may be amended, revised, or renumbered from time to time by the Florida Legislature.

No sale or transfer shall relieve the transferees of such Lot from liability for any installments of Assessments thereafter becoming due or from the lien of the Association. Any individual or entity who acquires an interest in a unit, including without limitation, persons or entities acquiring title by operation of law, including purchasers at a foreclosure sale resulting from the foreclosure of a first mortgage and other judicial sales, shall be liable for any and all assessments chargeable to the former owner and shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Declaration, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessment under this Declaration shall be of equal dignity with liens for assessments by the Villas Association or the Homes Association referred to in The Declarations of Restrictions and Protective Covenants recorded with respect to certain of the Lots.

- IV.17. Capital Contribution Requirement for New Unit Purchases.** At the closing of the purchase transaction or upon transfer of title to the Lot subject to the specific exclusions itemized below, the purchaser(s) of any Lot within the Rainberry Bay Community shall be required to make a single lump sum payment equal to two quarterly Master Association Member Assessments, or such other amount as may be determined by the Board from time to time without needing further amendment to this Section, as a capital contribution to the Master Association.

- IV.17.1. Capital Contributions shall be collected by the settlement agent at closing and transferred to the Master Association at the time of closing of the sale or transfer of title.
- IV.17.2. Capital Contributions shall be collectible as an assessment in accordance with the provisions of this Declaration, including the authority to file a claim of lien and to foreclose upon the same for nonpayment thereof.
- IV.17.3. Capital Contributions are not to be considered as advance payments of regular quarterly assessments.
- IV.17.4. Capital Contributions may be used by the Master Association at the sole discretion of the Board of Directors of the Master Association for any proper Master Association expense.
- IV.17.5. The Capital Contribution Requirement will not apply to:
 - IV.17.5.1. An Institutional Mortgagee holding a first mortgage of record that takes title to a Lot within the Community via foreclosure or deed in lieu of foreclosure; or
 - IV.17.5.2. A prior owner's grandparents, parents, spouse, domestic partner, sibling, children or grandchildren who are acquiring title via an inheritance, gift, sale, or other device; or
 - IV.17.5.3. When a Lot has been transferred or otherwise conveyed to a trustee or spouse, without a change in occupancy, for estate planning or tax purposes pursuant to a bona fide estate planning device; or
 - IV.17.5.4. When title is acquired by one spouse from another spouse through a judgment or decree of divorce.
- IV.18. Reserve Funds and Capital Contributions.** The Reserve Contribution portion of all Annual Assessments collected by the Master Association for reserves for future expenses, all Capital Contributions and the entire amount of all Special Assessments, shall be held by the Master Association in trust for the Members of all Lots and Units, as their interests may appear. Reserves shall not be considered "statutory reserves" and shall not be governed by Section 720.303(6), Fla. Stat.

ARTICLE V GENERAL RESTRICTIVE COVENANTS

- V.1. Applicability.** The provisions of this Article shall be applicable to all Lots situated within The Properties.

- V.2. Land Use.** Lots shall be used for Residential Purposes only. No trade, business, profession or other type of commercial activity that requires employees or clients may be conducted in or upon any Lot. However, rental of Lots for residential occupancy shall not be deemed commercial activity. Use of a Lot for AirBNB, transient leasing, hotel use, and similar short-term leasing (89 days or less) is prohibited as is the rental of a separate individual room for any time period. Further, advertising the lot for such use including but not limited to the mere posting of such properties on any website or on a social media platform shall also constitute a violation. Also, assisted living facilities, recovery, sober, or group homes or similar uses of lots are strictly prohibited. Nothing contained herein shall prohibit any owner, tenant, or authorized occupant of a Lot from having or maintaining a live-in-caretaker.
- V.3. Restrictions on Conveyance.** In order to secure a community of congenial residents and thus protect the value of Lots, the leasing, sale and occupancy of a Lot by an owner shall be subject to the following provisions:
- V.3.1. No owner of a Lot may dispose of same or any interest therein by sale or lease without the prior written approval of the Association. If the grantee is a corporation, the approval may be conditioned upon the approval of those individuals who will be the occupants of the Lot. Each adult who will be occupying the Lot shall be required to provide a screening fee in the amount required to cover the fees and expenses incurred by the management company in investigating and processing the application. The approval of the Association shall be obtained as follows:
- V.3.2. Notice to the Association. An owner intending to make a bona fide sale or lease of a Lot or any such interest therein shall give written notice to the Association of such intention, by supplying a copy of the fully executed contract containing the name and address of the proposed purchaser, grantee, or donee and such other information as the Association may require, as defined by the Board of Directors of the Master Association from time to time, which may include a personal interview with the prospective purchaser, grantee, or donee at the discretion of the Board of Directors of the Master Association. In addition, the payment of a screening and/or transfer fee in an amount not to exceed the highest amount allowed under the law, as it may be amended from time to time, shall be included with any application. No application shall be considered complete without the payment of the fee or landlord permit in the case of a lease.
- V.3.3. Within thirty (30) days after receipt of notice of a prospective sale or lease, a completed application and such other information as the Association may require, the Association must approve or disapprove the transaction. In the event the sale is disapproved the sale shall not be made. The Association shall have no obligation to purchase the unit or to provide an approved purchaser.

- V.3.4. The Board of Directors shall have the right to disapprove a proposed lease, sale or occupancy of a Lot by any individual or corporation by majority vote for good cause as defined below. In the event of disapproval, the Association shall be under no obligation to furnish an alternate purchaser.
- V.3.5. Any one or more of the following factors may be deemed to constitute good cause for disapproval:
- V.3.5.1. The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association;
 - V.3.5.2. The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802). Notwithstanding the foregoing, the Association shall only have the authority to disapprove pursuant to this subparagraph (2) if the conviction for such felonies occurred within the last five (5) years preceding the date of application, or, if the period of incarceration served for any such felony exceeded five (5) years, then the Association shall only have the authority to disapprove for such convictions where the convicted felon was released from incarceration within the past five (5) years preceding the date of application;;
 - V.3.5.3. The prospective purchaser or tenant takes possession of the premises prior to receiving approval from the Association;
 - V.3.5.4. The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or by conduct in this Association as a tenant, Lot owner or occupant of another property;
 - V.3.5.5. The person(s) seeking approval failed to provide the requested documentation, including Landlord Permit when leasing, information to the Association, or to pay the required fee or to participate in the screening interview in a timely manner;
 - V.3.5.6. The person(s) seeking approval gave false or misleading information to the Association;
 - V.3.5.7. The proposed occupant(s) fail(s) to meet the age restrictions for an Adult Community as provided herein;
 - V.3.5.8. Maintenance or special assessments or any other sums due to the Association for unpaid fines or otherwise have not been paid in full on any properties in Rainberry Bay. However, the Association may grant

conditional approval subject to receipt of payment of all outstanding sums at the time of closing of the sale or commencement of the lease term.

V.4. Restrictions on Occupancy by Non-owners. In order to secure a community of congenial residents and thus protect the value of Lots, the leasing, sale and occupancy of a Lot by a non-owner shall be subject to the following provisions:

- V.4.1. No home may be leased during the first two years after purchase except as otherwise permitted in the RAINBERRY BAY MASTER ASSOCIATION, INC. RULES & REGULATIONS.
- V.4.2. Any person, with the exclusion of immediate family members, who stays in a Lot for more than 30 days total during any three (3) month period shall be considered an occupant and shall be required to submit an application and be screened as such, paying the screening fee in the maximum amount allowable under the law.
- V.4.3. Any person staying in a home, without the owner also being present, for more than 30 days total during any three (3) month period will be considered a tenant and will be subject to the provisions of this Declaration regarding tenants. An exception will be made for non-rent-paying immediate family members who, after staying more than a cumulative thirty (30) days, must be registered with the office at a cost; and a bar code must be issued for their vehicle(s).
- V.4.4. There shall be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization

V.5. Antennas, Discs and Flagpoles, etc. No outside antennas, discs, aerials, satellite dishes, poles, electronic devices, energy devices based on renewable resources, or flagpoles shall be permitted in the Community except as may be approved by the ACC, and further conditioned on compliance with City, State and Federal ordinances and the obtaining of applicable governmental approvals, if any. Flags shall only be allowed in accordance with the type of flags allowed pursuant to Section 720.304, Fla. Stat., as amended from time to time and only allowed to be flown or displayed in a respectful manner as provided therein.

V.6. Temporary Structures. No tents or temporary structures shall be permitted on the Property unless their size, appearance and temporary location have first been approved in writing by the ACC, and by the City of Delray Beach or its appropriate review committee.

- V.7. Building Location.** Buildings shall be located in conformance with the Zoning Code of the City of Delray Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section, and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.
- V.8. Easements.** Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of The Properties.
- V.8.1. Within these easements indicated by dashed lines on the plats, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities.
- V.8.2. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot (or by the Villas Association or the Homes Association, as may be provided elsewhere) except for the installations for which a public authority or utility company is responsible.
- V.8.3. The public and private utility companies servicing the Properties and the Master Association shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric power or communication services cable and conduits, under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located.
- V.8.4. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.
- V.8.5. All utilities within the subdivisions, whether in streets rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.
- V.9. Nuisances.** No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done in the Community, which can be reasonably construed by the Board of Directors of the Master Association to constitute a nuisance, public or private in nature. No owners shall make or permit their family, agents, visitors, tenants, or invitees to make any disturbing noises, including, without limitation, any unreasonable playing of musical instruments, television, radio, or stereo, within their Lot, in such a manner as to disturb or annoy other Owners.

- V.10. Trailers, Mobile Homes, Recreational Vehicles.** No trailer or vehicle which can be used as a permanent or temporary housing and/or a recreational vehicle shall be permitted on any Lot either temporarily or permanently, unless approved in advance by the Board of Directors.
- V.11. Gas Tanks.** No gas tank, gas container, or gas cylinder shall be permitted to be placed above grade on or about the outside of any building, except that propane gas cylinders not exceeding 20 pounds capacity each shall be permitted for use for propane cooking grills.
- V.12. Generators.** Propane powered standby generators shall be supplied only by underground gas tanks. Gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed by all sides by a decorative safety wall approved by the Architectural Control Committee.
- V.13. Signs.** No sign of any kind shall be displayed on the owner's property except signs of not more than one square foot used to indicate the name and/or address of the resident and/or signage for an alarm company.
- V.14. Oil and Mining Operations.** No oil drilling, oil developments operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.
- V.15. Pets, Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Master Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. Subject to any further restrictions which may be imposed in Rainberry Bay Homes and Rainberry Bay Villas Declarations:
- V.15.1. No pet shall be permitted outside a Dwelling Unit except on a leash no longer than 6' and at all times under the control of its Owner;
- V.15.2. Each Owner shall promptly remove and dispose of waste matter deposited by his or her pet through a proper receptacle;
- V.15.3. The Board shall have the right to promulgate Rules further restricting the keeping of pets.
- V.16. Visibility at Intersections.** No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

- V.17. Architectural Control.** No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee established by the Board of Directors of the Master Association.
- V.17.1. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved.
- V.17.2. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient.
- V.17.3. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.
- V.17.4. The Architectural Control Committee shall have the power to promulgate such rules and regulations as approved by the Master Board as it deems necessary to carry out the provisions and intent of this paragraph.
- V.17.5. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant.
- V.18. Exculpation for Action.** The Board of Directors of the Master Association or the Architectural Control Committee may grant, withhold or deny its consent or approval in any instance where such is permitted or required without any liability of any kind so long as the Board of Directors or the Architectural Control Committee is acting in good faith. No approval, consent or waiver of action by the Board of Directors of the Master Association or the Architectural Control Committee shall be deemed a warranty of compliance nor shall give rise to any claim against the Board or the Architectural Control Committee, except for their gross negligence or intentional misconduct.
- V.19. Exterior Appearances and Landscaping.** The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained in accordance with the provisions of the respective Homes and Villas Declarations of Restrictions and Protective Covenants affecting the Lots without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.
- V.19.1. The common property landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be

maintained in accordance with said Declarations of Restrictions and Protective Covenants unless the prior approval for any substantial change is obtained from Architectural Control Committee.

V.19.2. Aluminum foil may not be placed on windows or glass doors.

V.20. Owners' Personal Property. Owners shall store personal property within their respective Dwelling Units, and any outdoor furniture, or the like, shall be kept in a neat and clean manner at all times.

V.21. Areas Outside Dwelling Units. No garbage cans, supplies, or other material articles not designed and intended as outdoor amenities shall be placed or stored on patios, nor shall any laundry of any kind, or other material articles, be hung from any portion of the exterior of a Dwelling Unit. Nothing permanent shall be placed on the exterior of walls, doors, patios, windows or roof, unless approved in writing by the Board. The common property landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with said Declarations of Restrictions and Protective Covenants unless the prior approval for any substantial change is obtained.

V.22. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or from a street.

V.23. Commercial Vehicles, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot.

V.23.1. This prohibition of parking shall not apply to temporary parking of commercial vehicles while in providing services to a Lot.

V.23.2. The Master Association may, but shall not be obligated to, designate certain portions of the Master Common Areas, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers.

V.23.3. Any such area designated pursuant to this Section may, in the sole and absolute discretion of the Master Association, be terminated for such use without cause.

V.23.4. The Master Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

- V.24. Parking.** Parking shall be permitted only at such locations specifically designated by the Board of the Master Association, or as otherwise permitted in the Rules. The Board of Directors is hereby provided with the express authority to enact or amend reasonable rules and regulations regarding the parking of vehicles, including, but not limited to the authority to have any vehicle parked in violation of those rules and regulations, as well as any vehicles prohibited by the section entitled Commercial Vehicles, Trailers, Campers and Boats hereinabove, towed or immobilized at the vehicle owner's expense.
- V.25. Fences.** No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except a fence known to be a standard Rainberry Bay fence design in a location known to be originally installed at original construction, or except any approved by the Homes or Villas rules and the Architectural Control Committee as above provided.
- V.26. Rules and Regulations.** The Board of Directors of the Master Association, in accordance with the By-Laws, shall have the right to promulgate and impose Rules and Regulations and thereafter to modify, alter, amend, or terminate any of the same with respect to the use, operation and enjoyment of the Properties and any improvements located thereon, including, but not limited to, establishing reasonable fees for the use of the facilities and establishing hours and the manner of operation. No Properties shall be used in violation of any applicable Rule. Such Rules are deemed to be part of the Governing Documents and become effective when approved.
- V.27. Extended Meaning of Owner.** All restrictions in this Declaration which refer to Owners shall be construed to include any other Person occupying an Owner's Lot, including the Owner's family members, agents, tenants, licensees, invitees or guests. Failure of an Owner to notify any Person of the existence of the covenants, restrictions, easements and other provisions of this Declaration shall not in any way act to limit or divest the right of enforcement of these provisions against the Owner or such other Person.
- V.28. Adult Community.** Inasmuch as the Rainberry Bay community is designed and intended as an adult community, to provide housing primarily for residents who are fifty-five (55) years of age or older in accordance with the Housing for Older Persons Act ("HOPA") as the same may be amended from time to time.
- V.28.1.** No Lot shall, at any time, be permanently occupied by children who are under eighteen (18) years of age. Children under eighteen (18) years of age may visit and temporarily occupy a unit for no more than ninety (90) days per calendar year.
- V.28.2.** To permit this age restriction in accordance with HOPA all of the Lots in this community must be permanently occupied by at least one person fifty-five (55) years of age or older, while any person permanently occupies said Lots. Persons

under the age of fifty-five (55) years of age and older than eighteen (18) years of age may permanently occupy and reside in such Lot as long as at least one of the permanent occupants is fifty-five (55) years of age or older. An occupant who is an existing permanent resident of a Lot who inherits the Lot by operation of Law or through a will, devise or bequest, but who is under the age of 55, may continue to reside permanently in the Lot/home so long as such occupancy does not result in more than 20% of the Lots being so occupied by persons under the age of 55 without at least one permanent resident 55 years of age or older.

V.28.3. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times.

V.28.4. The Board shall have the sole and absolute authority to deny occupancy of a Lot by any person(s) who would thereby create a violation of the provisions of this section. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Master Association as may be promulgated by the Board of Directors.

V.29. Enforcement of Documents. In addition to any other rights herein contained, the Master Association shall have the right and the power to enforce the covenants, restrictions, easements and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person, including the Homes Association or Villas Association, violating or attempting to violate any of these provisions. Failure by the Master Association to enforce any of these provisions on any occasion shall in no event be deemed a waiver of its right to enforce any other provision or to enforce the same provision on any other occasions. In any enforcement action under this Declaration, the Master Association, if it prevails, shall be entitled to recover all of its attorneys' fees and costs at all tribunal levels. Payment of same may be enforced by an Individual Assessment on any affected Owner, or on all members of any affected Homes Association or Villas Association, which shall be afforded the same lien rights and priorities as provided in this Declaration.

V.30. Suspension of Privileges; Fines. In addition to all other remedies available under the Association's Governing Documents, a suspension, fine or fines may be imposed upon a Member and his or her Lot for failure of any Member, his or her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation of the Covenants of the Homes Association or the Villas Association, this Master Declaration, the Articles, the By-Laws or the Rules and Regulations promulgated by the Board, provided the procedures as provided for in Chapter 720, Florida Statutes.

V.30.1. In accordance with the provisions of Florida Statute 720.305(2) individual fines will not exceed \$200 per violation (or per day of a continuing violation) against any member or any member's tenant, guest, or invitee for the failure of the owner of the Lot or its occupant, licensee, or invitee to comply with any

provision of the Declaration, the By-Laws, or reasonable Rules and Regulations of the association..

V.30.2. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing with no limit on the total aggregate fine.

V.30.3. The Board may specify fines for specific violations in the Rules.

V.31. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

V.32. Enforcement of Homes Association and Villas Association Documents. The Homes Association and Villas Association shall be required to diligently enforce all provisions of their respective Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, and to provide all maintenance services required thereunder or hereunder.

V.32.1. Should the Homes Association or Villas Association fail to diligently enforce such documents or provide such maintenance, the Master Association may, after having given notice to the Homes Association or Villas Association:

V.32.1.1. bring legal action to compel the Homes Association or Villas Association to enforce compliance and/or provide such maintenance,

V.32.1.2. enforce compliance or perform the maintenance itself. The Homes Association or Villas Association shall be liable for immediate payment to the Master Association of all of the Master Association's costs and expenses, including but not limited to attorneys, fees and costs at all tribunal levels, incurred in

V.32.1.2.1. compelling the Homes Association or Villas Association to enforce its documents or provide maintenance

V.32.1.2.2. enforcing the Homes Association or Villas Association documents or performing maintenance itself, in each case together with an administrative surcharge of 20% of such costs and expenses.

V.32.2. Such costs, expenses and surcharge may, at the option of the Board of Directors, be levied as Individual Assessments under this Declaration with the total spread equally on all Lots subject to the jurisdiction of the subject Homes Association or Villas Association.

V.32.3. The fact that the Master Association has similar rights which could be directly enforced without going through the Homes Association or Villas Association shall not be a defense to any enforcement action taken under this Section.

- V.33. Meetings of the Board of Directors of the Master Association.** Meetings of the Board of Directors of the Master Association shall be open to all Members. Members are the record owners of the Lots as shown in the ownership records of the public records of Palm Beach County. Tenants, guests and other non-members shall only be permitted to attend Board Meetings as observers and only at the sole discretion of the Board. The Board may also hold closed meetings to the extent permitted by applicable law.

Meetings shall be held and conducted as specified in the By-Laws.

ARTICLE VI GENERAL PROVISIONS

- VI.1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit the Master Association, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to terminate said covenants and restrictions in whole or in part.
- VI.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, postpaid 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. Notices may be sent electronically upon consent for distribution.
- VI.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.
- VI.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.

ARTICLE VII AMENDMENTS

This Declaration of Covenants, Restrictions, Easements, Charges and Liens may be amended in the following manner:

- VII.1. Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

- VII.2. Proposal.** Amendments may be proposed either by a majority of the Board or by petition of not less than one-third (1/3) of Members of the Master Association.
- VII.3. Approval.** The approval of an amendment must be by not less than a majority of the votes of all Members of the Master Association represented at a meeting present and voting in person, by proxy or by absentee ballot or by electronic voting so long as a quorum has been established. As an example, if exactly 30% of the Members cast a vote (271 votes), then a majority of that number or 136 affirmative votes would be required to approve an amendment. If 400 Members cast a vote, then 201 affirmative votes would be required to approve such an amendment and so on.
- VII.4. City Approval.** 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.
- VII.5. Execution and Recording.** A copy of each amendment to this Declaration shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Master Association. The amendment shall be effective when the certificate and a copy of the amendment is recorded as required by Law.

ARTICLE VIII GENERAL PROVISIONS

- VIII.1. Rules and Regulations.** The Board may, from time to time adopt, modify, amend or add to Rules and Regulations concerning the use and operation of the Properties.
- VIII.2. Verbal Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found to be unenforceable, then only that portion shall be deemed deleted and the remainder of these provisions shall be given their nearest permissible meaning and effect.
- VIII.3. Priority of Declarations.** In the event of any conflicting provisions between the Master Association Declaration and the Homes Association or Villas Association, the provisions of the Master Association Declaration shall control. However, the existence of overlapping jurisdiction or double approval requirements shall not be deemed conflicts and the requirements of both must be satisfied (unless mutually exclusive).
- VIII.4. Priority of Master Documents.** In the event there should be found any irreconcilable conflict among or between the Master Declaration, Articles or By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and the By-Laws subordinate. Silence of one document with respect to any provision of another document is not a conflict.

VIII.5. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, the Master Association shall indemnify and hold harmless all officers and Directors, and members of any committee appointed by the Board past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall

VIII.5.1. exist regardless of whether the Master Association itself is named as a party defendant or alleged to have any liability,

VIII.5.2. include the payment of any settlements upon approval by the Board, and

VIII.5.3. include indemnification of the estate and heirs of the indemnified party.

Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his or her duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Master Association or its members and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

EXHIBIT "A"
TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR RAINBERRY
BAY MASTER ASSOCIATION, INC.**

Legal Description of Property Subject to Declaration

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; and Tracts "A" and "B", all of RAINBERRY BAY SECTION ONE, according to the Plat thereof recorded in Plat Book 33, Page 174, of the Public Records of Palm Beach County, Florida.

Together with:

Units A, B, C and D in Building Lots 2 through 29 and 31 through 39 inclusive; and Tracts "A", "C", "D", "E", "F", and "G", all of RAINBERRY BAY SECTION ONE-A, according to the Plat thereof recorded in Plat Book 34, Page 106 of the Public Records of Palm Beach County, Florida

Together with:

A perpetual easement for the creation, construction and maintenance of a lake in and upon the following described property in Palm Beach County, Florida:

A parcel of land in the West One-Half (W½.) of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter (SW ¼) of said Section 7,

thence run N 89°00'44"W 1244.58 feet along the North line of said Southwest One-Quarter (SW ¼) to the Point of Beginning;

thence run S 2°30'00" E 125.41 feet to a point;
thence run S 87°30'00" W 220.00 feet to a point;
thence run N 02°30'00" W 290 feet to a point;
thence run S 87°30'00" W 700 feet to a point;
thence run N 02°30'00" W 170.00 feet to a point;
thence run N 87°30'00" " E 520.00 feet to a point;

thence run N 02°00" W 90.00 feet to a point;
thence run N 87°30'00" E 180 feet to a point;
thence run N 02°30'00" W 140.00 feet to a point;
thence run N 87°30'00" E 220.00 feet to a point ;
thence run S 02°30'00" E 220.00 to a point;
thence run N 87°30'00" E 620.00 feet to a point;
thence run S 02°30' 00" E 180 feet to a point;
thence run S 87°30'00" W 620 feet to a point;
thence run S 02°30'00" W 620.00 feet to a point;
thence run S 02°30'00" W 164.59 feet to the Point of Beginning,
containing an area of 9.15 acres, more or less.

Declaration ORB 2882 Page 1318, recorded June 23, 1978.

Together with:

Units A, B, C, and D in Building Lots 40 through 54 inclusive; and Tracts "L", "M" and "N", all of RAINBERRY BAY SECTION TWO, according to the Plat thereof recorded in Plat Book 37, Page 121 of the Public Records of Palm Beach County, Florida.

First Supplement to Declaration, ORB 3108 Page 1403, recorded August 1, 1979.

Together with:

Lots 1 through 28 inclusive, Block 7 and Tracts "O", "P" and "Q" all of 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

First Supplement to Declaration, ORB 3289 Page 1360, recorded May 28, 1980.

Together with

Lots 1 through 28 inclusive, Block 7 and Tracts "O", "P" and "Q" all of 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 to Declaration ORB 3298 Page 1362, recorded May 28, 1980.

Together with:

Lots 1 through 12 inclusive of Block 12, Lots 1 through 14 inclusive of Block 13, Lots 1 through 43 inclusive of Block 14, Lots 1 through 11 inclusive of Block 15, Lots 1 through 33 inclusive of Block 16 and Tracts "AA", "BB" and "CC", all of RAINBERRY BAY SECTION SEVEN according to the Plat thereof, recorded in Plat Book 43, Page 88, of the Public Records of Palm Beach County, Florida.

Fourth Supplement to Declaration, ORB 3668 Page 863, recorded February 3, 1982.

Together with:

Lots 1 through 32 inclusive all of 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.

Together with:

Lots 1 through 56 inclusive, all of 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.

Fourth Supplement to Declaration, ORB 4259 Page 1957, recorded June 6, 1984.

Together with:

Lots 1 through 60 inclusive, all of RAINBERRY BAY SECTION TEN, according to the Plat thereof, recorded in Plat Book 51, Page 159, of the Public Records of Palm Beach County, Florida.

Sixth Supplement to Declaration, ORB 4806 Page 1635, recorded March 3, 1986.

Together with:

Lots 10 through 19 inclusive of Block 8, and Lots 16 through 35 inclusive of Block 9 all of RAINBERRY BAY SECTION FIVE-A, according to the Plat thereof, recorded in Plat Book 45, Page 14, of the Public Records of Palm Beach County, Florida.

Sixth Supplement to Declaration, ORB 4975 Page 409, recorded August 18, 1986.

Together with:

Lots 1 through 70 inclusive all of RAINBERRY BAY SECTION THREE/THREE-A, according to the Plat thereof, recorded in Plat Book 53, Page 68, of the Public Records of Palm Beach County, Florida.

Seventh Supplement to Declaration, ORB 5096 Page 234, recorded December 5, 1986.

Together with:

Lots 1 through 68 inclusive all of RAINBERRY ESTATES according to the Plat thereof, recorded in Plat Book 49, Page 60, of the Public Records of Palm Beach County, Florida.

Eighth Supplement to Declaration, ORB 5464 Page 907, recorded October 28, 1987.

EXHIBIT "B"
TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR RAINBERRY
BAY MASTER ASSOCIATION, INC.
Legal Description of Common Property Subject to
Declaration

Tracts "A" of RAINBERRY BAY SECTION ONE, according to the Plat thereof recorded in Plat Book 33, Page 174, of the Public Records of Palm Beach County, Florida.

Together with:

Tracts "A", "E", "F" and "G", all of RAINBERRY BAY SECTION ONE-A, according to the Plat thereof recorded in Plat Book 34, Page 106 of the Public Records of Palm Beach County, Florida.

Together with:

A perpetual easement for the creation, construction and maintenance of a lake in and upon the following described property in Palm Beach County, Florida:

A parcel of land in the West One-Half (W½.) of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the Southwest One-Quarter (SW ¼) of said Section 7,

thence run N 89°00'44"W 1244.58 feet along the North line of said Southwest One-Quarter (SW ¼) to the Point of Beginning;

thence run S 2°30'00" E 125.41 feet to a point;
thence run S 87°30'00" W 220.00 feet to a point;
thence run N 02°30'00" W 290 feet to a point;
thence run S 87°30'00" W 700 feet to a point;
thence run N 02°30'00" W 170.00 feet to a point;
thence run N 87°30'00" " E 520.00 feet to a point;
thence run N 02°00" W 90.00 feet to a point;
thence run N 87°30'00" E 180 feet to a point;
thence run N 02°30'00" W 140.00 feet to a point;
thence run N 87°30'00" E 220.00 feet to a point ;

thence run S 02°30'00" E 220.00 to a point;
thence run N 87°30'00" E 620.00 feet to a point;
thence run S 02°30' 00" E 180 feet to a point;
thence run S 87°30'00" W 620 feet to a point;
thence run S 02°30'00" W 620.00 feet to a point;
thence run S 02°30'00" W 164.59 feet to the Point of Beginning,
containing an area of 9.15 acres, more or less.

Declaration ORB 2882 Page 1318, recorded June 23,1978.

Together with:

Tracts "M" and "N", all of RAINBERRY BAY SECTION TWO, according to the Plat thereof recorded in Plat Book 37, Page 121 of the Public Records of Palm Beach County, Florida.

First Supplement to Declaration, ORB 3108 Page 1403, recorded August 1, 1979.

Together with:

Tracts "O", "P" and "Q" all of 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 to Declaration ORB 3298 Page 1362, recorded May 28, 1980.

Together with:

Tracts "AA", "BB" and "CC", all of RAINBERRY BAY SECTION SEVEN according to the Plat thereof, recorded in Plat Book 43, Page 88, of the Public Records of Palm Beach County, Florida.

Fourth Supplement to Declaration, ORB 3668 Page 863 recorded February 3, 1982.

Together with:

Lots 1 through 32 inclusive all of 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.

Together with:

Lots 1 through 56 inclusive, all of 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.

Fourth Supplement to Declaration, ORB 4259 Page 1957, recorded June 6, 1984.

Together with:

Lots 1 through 32 inclusive all of 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.

Together with:

Lots 1 through 56 inclusive, all of 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 to Declaration, ORB 4272 Page 478, recorded June 19, 1984.

Together with:

Tracts "A" and "B" of RAINBERRY BAY SECTION TEN, according to the Plat thereof, recorded in Plat Book 51, Page 159, of the Public Records of Palm Beach

Sixth Supplement to Declaration, ORB 4806 Page 1635, recorded March 3, 1986.

Together with:

The streets as shown on RAINBERRY BAY SECTION FIVE-A, according to the Plat thereof, recorded in Plat Book 45, Page 14, of the Public Records of Palm Beach County, Florida.

Sixth Supplement to Declaration, ORB 4975 Page 409, recorded August 18, 1986.

Together with:

Tract "A" of RAINBERRY BAY SECTION THREE/THREE-A, according to the Plat thereof, recorded in Plat Book 53, Page 68, of the Public Records of Palm Beach County, Florida.

Seventh Supplement to Declaration, ORB 5096 Page 234, recorded December 5, 1986.

Together with:

Tract "A" of RAINBERRY ESTATES according to the Plat thereof, recorded in Plat Book 49, Page 60, of the Public Records of Palm Beach County, Florida.

Eighth Supplement to Declaration, ORB 5464 Page 907, recorded October 28, 1987.

IN WITNESS WHEREOF, the Master Association has caused this **AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS** to be executed and the corporate seal to be affixed hereto, all on the day and year first above written.

SIGNED IN THE PRESENCE OF:

(Corporate Seal)

RAINBERRY BAY MASTER ASSOCIATION, INC.,

a Florida corporation not for profit

By: Joseph Maltezo
Joseph Maltezo, President

STATE OF FLORIDA)

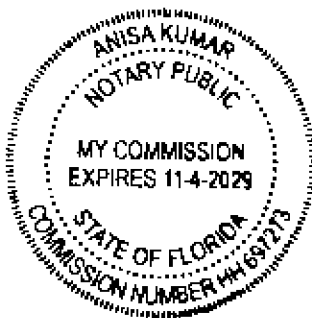
) SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of July, 2026, by Joseph Maltezo as President for the Rainberry Bay Master Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]

ANISA KUMAR
Notary Public



ANISA KUMAR
Name typed, printed or stamped

My Commission Expires: 11-4-2029

EXHIBIT "B"

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE RAINBERRY BAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR- PROFIT

**SUBSTANTIAL REWORDING OF THE ARTICLES OF INCORPORATION. SEE
CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**

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The Board of Directors of the Association and its Members, desiring to maintain and operate a not-for-profit corporation Homeowners Association hereby adopt the following Amended and Restated Articles of Incorporation.

ARTICLE I NAME OF THE CORPORATION

The name of the corporation shall be Rainberry Bay Master Association, Inc., which is hereinafter referred to as the "Master Association," whose principal place of business is 2801 Rainberry Circle South, Delray Beach, Florida 33445.

ARTICLE II PURPOSES AND POWERS

- II.1. Objects and Purposes.** The objects and purposes of the Master Association are those objects and purposes as are authorized by the Master Association Declaration for Rainberry Bay dated June 14, 1978, and recorded on June 23, 1978, in Official Records Book 2882, Page 1318, Public Records of Palm Beach County, Florida, and those set forth in these Articles of Incorporation, the Declaration and the By-Laws as each may be amended, revised, or renumbered from time to time.
- II.2. Not-for-Profit.** 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.
- II.3. Association Powers.** The Association, through its Board of Directors, shall have the powers reasonably necessary to operate the Association pursuant of the to the Declaration and as more particularly described in the By-Laws and these Articles of Incorporation, as each may be amended from time to time, including, but not limited to the following:
- II.3.1.** To contract for the management, operation, administration and maintenance 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.
- II.3.2.** All of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these the Articles of Incorporation and the Restrictions and Covenants identified above. The Association shall also have all of the powers reasonably necessary to implement the objects and purposes of the Association, including, but not limited to, all the powers provided for in the Declaration, the By-Laws, these the Articles of Incorporation as well as any Rule and Regulation adopted by the Board of Directors of the Association.

- II.3.3. To contract for bulk rate cable television services, telecommunication services and Internet services pursuant to Chapter 720, as may be amended, and to include such rate with the regular assessments for providing such service.
- II.3.4. To make and collect Assessments and other charges against Members and to use the proceeds thereof in the exercise of its powers and duties.
- II.3.5. To purchase insurance covering all of the Common Properties, or portions thereof, and insurance for the protection of the Association, its Officers and Directors.
- II.3.6. To make and amend reasonable Rules for the maintenance, conservation and use of the property subject to the Master Association Declaration for Rainberry Bay.
- II.3.7. To promulgate and enforce Rules and Regulations governing the use of the individual Lots, the Common Areas and all improvements and persons situated thereon or residing therein, through fines or other legal means.
- II.3.8. To enforce by legal means the provisions of the Declaration, these the Articles of Incorporation, the By-Laws and the Rules concerning the use of the Association and its property.
- II.3.9. To suspend the voting rights of any Member for any period during which any assessments or other monetary obligations against its Lots remain unpaid in excess of ninety (90) days.
- II.3.10. To employ or contract for personnel to perform the services for the proper operation of the Association.
- II.3.11. To have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these the Articles of Incorporation and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.
- II.3.12. To exercise all of the duties and powers of the Association existing under the Declaration, these the Articles of Incorporation and the By-Laws by the Board, its agents, contractors or employees, subject to approval by Members when such approval is specifically required as provided in the Declaration, these the Articles of Incorporation or By-Laws.

ARTICLE III MEMBERS

- III.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.
- III.2. Voting Rights.** Members shall be all those owners as defined herein. Members in Good Standing shall be entitled to one (1) vote for each Lot in which they hold the interests required for Membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by the Members, as they among themselves determine. In no event shall more than one (1) vote be cast with respect to any such Lot. The procedures for voting and for the designation of the voting member shall be as stated in the By-Laws.
- III.3. Meetings of Members.** The By-Laws of the Association shall provide for an annual meeting of Members and may make provisions for regular and special meetings of Members other than the Annual meeting.

ARTICLE IV CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE V DIRECTORS

- V.1. Management by Directors.** The property, business and affairs of the Association shall be managed by a Board of Directors which shall consist of nine (9) persons, composed of the three (3) Members of the Board of Directors of the Homes Association ("Homes"), the three (3) Members of the Board of Directors of the Villas Association ("Villas") and three (3) Members elected at large from the entire Rainberry Bay community. A director elected to the at-large Master Association shall not also serve as a director of the Homes Association or the Villas Association. A majority of the directors in office shall constitute a quorum for the transaction of business. At no time shall more than one (1) Owner per Lot be entitled to serve on the Master Board of Directors at the same time.
- Election of Members of 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 must be Members of the Association.

ARTICLE VI OFFICERS

- VI.1. Officers Provided For** The Master 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. The President, Vice President, Secretary and Treasurer of the Master Association Board shall be elected only from the at-large directors. Other officers or assistant officers shall not be required to be members of the Board. The same person may hold two (2) offices, except that the President shall not also serve as the Secretary. The nine (9) members of the Master Association Board shall elect the Officers of the Master Association.
- VI.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 this election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. All officers shall be directors of the Association

ARTICLE VII BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation and the Declaration. Such By-Laws may be altered, amended or repealed by the Membership in the manner set forth in the By-Laws. In the event of a conflict between the provisions of these the Articles of Incorporation and the provisions of the By-Laws, the provisions of these the Articles of Incorporation shall control.

ARTICLE VIII AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

- VIII.1. Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- VIII.2. Proposal.** Amendments may be proposed either by a majority of the Board or by petition of not less than one-third (1/3) of the Members of the Master Association.

VIII.3. Approval. The approval of the amendment must be by not less than a majority of the votes of the Members in Good standing of the Master Association represented at a meeting present and voting in person, by proxy, by absentee ballot or by electronic voting at such meeting so long as a quorum has been established. As an example, if exactly 30% of the Members cast a vote (271 votes), then a majority of that number or 136 affirmative votes would be required to approve an amendment. If 400 Members cast a vote, then 201 affirmative votes would be required to approve such an amendment and so on.

VIII.4. Execution and Recording. A copy of each amendment to these Articles of Incorporation shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Master Association. The amendment shall be effective when the certificate and a copy of the amendment is recorded in Palm Beach County as required by Law.

ARTICLE IX REGISTERED AGENT

The County in the State of Florida where the principal office for the transaction of the business of this Association is to be located in the County of Palm Beach. The name and address of this Association's registered agent is:

Sachs Sax Caplan, P.L.
6111 Broken Sound Pkwy NW,
Suite #200,
Boca Raton, Florida 33487

or such other registered agent as from time to time determined by the Board of Directors.

ARTICLE X SUBSCRIBERS

The names and address of the initial subscribers to these Amended and Restated Articles of Incorporation are:

Name	Address
Henry Woods	2801 Rainberry Circle South, Delray Beach, Florida
Irving Camiel	2801 Rainberry Circle South, Delray Beach, Florida
Rosalyn Elfman	2801 Rainberry Circle South, Delray Beach, Florida

EXHIBIT "C"

AMENDED AND RESTATED BY-LAWS OF THE RAINBERRY BAY MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT

**SUBSTANTIAL REWORDING OF THE BY-LAWS. SEE
CURRENT BY-LAWS FOR PRESENT TEXT**

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ARTICLE I DEFINITIONS

1. **"Master Association"** shall mean and refer to the RAINBERRY BAY MASTER ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida.
2. **"The Properties"** shall mean and refer to the Properties as defined in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Rainberry Bay Master Association recorded on June 23, 1978 in Official Records Book 2882, page 1318, of the Public Records of Palm Beach County, Florida ("Original Declaration"); and as amended, supplemented, and recorded thereto, (collectively "Original Declaration")
3. **"Owner"** shall mean and refer to the Owners of record, whether one or more persons or entities, of the fee simple title to any Lot within the Properties
4. **"Member"** shall mean and refer to all those Members who are members of the Master Association as defined in the Declaration as well as in Article III of the Amended and Restated Articles of Incorporation of the Master Association.
5. **"Member in Good Standing"** shall mean and refer to all those Members who are Members of the Association as provided in the Declaration who are not suspended in from voting in accordance with Florida law for being delinquent in payment of assessments or other monetary obligations more than ninety (90) days.
6. **"Assessment"** shall mean and refer to "Common Assessments," "Individual Assessments" and "Special Assessments" (as each is hereinafter defined) collectively, as the context may require.
7. **"Absentee Ballots"** shall mean only those ballots that are in envelopes that include the Voting Member's name, address, and signature.

ARTICLE II LOCATION

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

ARTICLE III MEMBERSHIP

- III.1. Objects and Purposes.** The objects and purposes of the Master Association are those that are authorized by the Master Association Declaration for Rainberry Bay dated June 14, 1978, and recorded on June 23, 1978, in Official Records Book 2882, Page 1318, Public Records of Palm Beach County, Florida, and those set forth in these By-Laws, the Declaration and the Articles of Incorporation as each may be amended, revised, or renumbered from time to time.

- III.2. Membership of the Association** is set forth as in the Declaration as well as in the Articles of Incorporation of the Master Association.
- III.3. The Rights of the Membership** are subject to the payment of annual, individual and special assessments levied by the Master Association, the obligation of which assessment is imposed against each Member of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration for Rainberry Bay Master Association to which the Properties are subject.

ARTICLE IV BOARD OF DIRECTORS

- IV.1. Board Membership.** The affairs of the Master Association shall be managed and governed by a Board of Directors (the "Board") of nine (9) "Directors," composed of the three (3) Members of the Board of Directors of the Homes Association ("Homes"), the three (3) Members of the Board of Directors of the Villas Association ("Villas") and three (3) Members elected at-large from the entire Rainberry Bay community. A director elected to the at-large Master Association shall not also serve as a director of the Homes Association or the Villas Association. A majority of the directors in office shall constitute a quorum for the transaction of business. At no time shall more than one (1) Member per Lot be entitled to serve on the Boards of Directors at the same time.
- IV.2. Quorum.** A quorum of the Board at meetings of the Board of Directors shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles of Incorporation or these By-Laws.
- IV.3. Election of Directors.** The directors of the Master Association shall be elected at the annual meeting of the Members as specified in these By-Laws. The election shall be decided by plurality vote of the Members present and voting in person, by Absentee Ballot or by electronic voting. To be valid, an Absentee Ballot envelope shall contain the name, address and signature of the Member voting and as such, valid Absentee Ballots may be counted for the purposes of establishing a quorum.
- IV.3.1.** Nominations for available director positions shall be taken prior to the annual meeting in a form and manner as determined by the Board of Directors from time-to-time. Such nominations shall be taken in accordance with section 720.306(9)(a) of the Florida Statutes. Nominations shall not be taken from the floor.
- IV.3.2.** Elections shall be conducted by secret ballot. Members signing in at the annual meeting shall be provided with a secret ballot, with a ballot envelope and may only request the return of any previous secret ballot on file for the election if a candidate has chosen not to run. If your vote is submitted via Electronic Voting, that vote stands.

- IV.3.3. The first notice of the date of the election will be mailed or delivered approximately 60 days before a scheduled election as there is no specified statutory requirement in Florida Statute 720.
- IV.3.4. Accompanying the written notice shall be a candidate information sheet if desired by the candidate. Written notice shall be accomplished by US mail, electronic transmission, or personal delivery directed to the principal office of the Association.
- IV.3.5. Candidates may submit their intent to run along with a candidate information sheet or biographical page at a deadline established by the Board. Only candidates submitting their names by this deadline will be eligible to be listed on the ballot.
- IV.3.6. Upon receipt by the Association of any written notice that a Member desires to be a candidate for the Board of Directors of the Master Association, the principal office of the Association shall issue a written or email receipt acknowledging delivery of the written notice.
- IV.3.7. The Association shall, with the second notice of election, email or mail to all eligible voters at the address indicated in the Association records, a copy of the information sheet, which may describe the candidate's background and qualifications as well as other factors, deemed relevant by the candidate. The information contained therein shall not exceed one (1) side of the sheet which shall be no larger than 8 ½ inches by 11 inches. The Association shall not edit, alter or otherwise modify the content of the information sheet. The Association shall not be responsible for the contents of the information sheets prepared by the candidate.
- IV.3.8. Not less than fourteen (14) days before the scheduled election, the Association shall mail to the Member, at the addresses listed in the official records, a second notice of election together with a ballot and any information sheets that are submitted by the candidates in a timely manner.
- IV.3.9. Accompanying the ballot(s) shall be a white outer envelope addressed to the Association and smaller inner envelope(s) in which the ballot(s) shall be placed. The exterior outer envelope shall indicate the name of the Member, designation of Association - Homes or Villas, the Lot address being voted and shall contain a signature space for the Member that is voting. Once each ballot is filled out, the Member shall place the completed ballot in the respective inner smaller envelope and seal that inner envelope. Each inner envelope shall be placed within the outer larger envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one (1) ballot. If a person is entitled to cast more than one (1) ballot, a separate inner and outer envelope shall be used for each ballot cast. The Member voting shall sign only the exterior of the outer envelope in the space provided for signature. The outer envelope shall either be mailed or hand delivered to the Association.

IV.3.9.1. The written ballot shall indicate the candidates in alphabetical order by surname. No secret ballot shall contain a provision for the signature of a voter. All secret ballot forms utilized by the Association shall be uniform in color and appearance. In the event one election meeting is for election of the Master, Homes, and Villas directors different color inner envelope and ballot will be used to aid in avoiding miscounting.

IV.3.10. Prior to the date of the election, the principal office of the Association shall prepare a complete list of Members entitled to vote at such election. Such list shall be produced and maintained in the Association's records.

IV.3.11. Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the duly called meeting of the Members. The Association shall have at the meeting additional blank secret ballots for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting shall be placed in an unsigned envelope and placed in the ballot box.

Each envelope and ballot shall be handled in the following manner by the Election Committee. At the meeting, ballots not yet cast shall be collected. Next, the signature and property address identification on the outer envelope shall be checked against a list of qualified voters, unless previously verified as provided below. Any exterior envelope not signed by the eligible voter shall be marked as "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. The remaining voters shall be checked off the list as having voted.

The Association may verify outer envelope information in advance of the meeting but may not open any envelopes in advance of the meeting.

IV.3.12. For the election of the Board of Directors, the receipt of ballots from twenty percent (20%) of the Voting Membership shall constitute a quorum. Any other vote required of the Membership shall require the presence of thirty percent (30%) of the Membership in person, by proxy or by Absentee Ballot or by electronic voting.

IV.3.13. The Board of Directors shall appoint an impartial Election Committee, whose members do not include any of the following or their partners: 1) Current Board Members; 2) Current Officers; and 3) Candidates for the Board. This Committee shall, at a duly noticed meeting which shall be open to all Members and which shall be held on the date of the election, proceed as follows.

IV.3.13.1. Election Committee shall handle the ballots in the following manner:

IV.3.13.1.1. With the Members in attendance, all inner envelopes shall be first

removed from the outer envelopes and placed into a receptacle.

IV.3.13.1.2. Upon the commencement of the opening of the outer envelopes, the polls shall be closed, and no more ballots shall be accepted.

IV.3.13.1.3. The inner envelopes shall then be opened and the ballot shall be removed and counted with the Members in attendance.

IV.3.13.1.4. Any inner envelope containing more than one (1) ballot shall be marked "Disregarded," or with words of similar import, and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained with the records of the Association.

IV.4. Vacancies and Removal Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board shall be filled by the remaining Directors for the balance of the unexpired term.

IV.4.1. Any Director may be removed by concurrence of a majority of the votes of the Members through the recall process in Florida Statute 720.303 as it may be amended, revised, or renumbered from time to time. The vacancy in the Board so created shall be filled by the Members at the same meeting.

IV.4.2. If vacancies on the Board result in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Community lies for the appointment of a receiver to manage the affairs of the Master Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Master Association and post in a conspicuous place in the Community a notice describing the intended action and giving the Master Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Master Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Master Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Master Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

IV.5. Duration of Office. The Members elected at-large to the Board of Directors shall hold office for a two (2) year term. Should members of the Board of Directors resign, they may continue to serve, subject to the approval of the Board, until a qualified successor is appointed to fill the vacancy.

ARTICLE V DUTIES AND POWERS OF THE BOARD

V.1. Board's Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Master Association and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law, the Declaration, the Articles of Incorporation or these By-Laws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- V.1.1. Operating and maintaining the Master Common Areas and other property owned by the Master Association.
- V.1.2. Determining the expenses required for the operation of the Master Association.
- V.1.3. Collecting the Assessments for the Master Association operating and reserves from Members.
- V.1.4. Employing and dismissing the personnel necessary for the maintenance and operation of the Master Common Areas and other property owned by the Master Association.
- V.1.5. Adopting and amending Rules concerning the details of the operation and use of the Properties and any property owned by the Master Association.
- V.1.6. Maintaining bank accounts on behalf of the Master Association and designating the signatories required therefore.
- V.1.7. Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Master Association, or its designee.
- V.1.8. Purchasing Lots at foreclosure or other judicial sales, in the name of the Master Association, or its designee.
- V.1.9. Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Master Association.
- V.1.10. Settling or compromising claims of or against the Master Association in which all Members have a common interest.
- V.1.11. Obtaining and reviewing insurance for the Master Common Areas and other property owned by the Master Association;
- V.1.12. Making repairs, additions and improvements to, or alterations of, the Master Common Areas, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;
- V.1.13. Enforcing obligations of the Members, allocating revenue and expenses and taking

such other actions as shall be deemed necessary and proper for the sound management of the Project;

- V.1.14. Levying fines against appropriate Members for violations of the Declaration or Rules established by the Master Association to govern the conduct of such Members;
 - V.1.15. Borrowing money on behalf of the Master Association when required in connection with the operation, care, upkeep and maintenance of the Master Common Areas.
 - V.1.16. Contracting for the management and maintenance of the Master Common Areas or other property owned by the Master Association and authorizing a management agent to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and maintenance, repair and replacement of the Master Common Areas or other Master Association property with funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Master Association;
 - V.1.17. At its discretion, authorizing use of portions of the Master Common Areas or other property owned by the Master Association for special events and gatherings and imposing reasonable user charges therefore;
 - V.1.18. Exercising (i) all powers specifically set forth in the Declaration, the Articles of Incorporation, and these By-Laws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not-for-profit;
 - V.1.19. Exercising Association Emergency Powers as allowed by Florida Statute 720.316 as it may be amended, revised or renumbered from time to time.
- V.2. Executive Committee; Other Committees.** The Board of Directors may, by resolution duly adopted, appoint an Executive Committee or other committees, including, without limitation, an "Architectural Control Committee," as may be Determined by the Board of Directors of the Master Association, and the Board of Directors of the Master Association may appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable, subject to any limitations on Directors' rights to delegate authority as may exist under general corporate law.

ARTICLE VI MEETINGS AND VOTING

- VI.1. Organizational Meeting.** The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following the election or within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.
- VI.2. Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or email, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Master Association, except in the event of an emergency. Notwithstanding anything to the contrary contained in these Bylaws, any and all meetings of the Board of Directors may, at the discretion of the Board, be held, entirely or in part, on an electronic platform, such as, by way of example only and not limitation, Zoom.
- VI.3. Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or email, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Master Association, except in the event of an emergency.
- VI.4. Notice of Meeting; Waiver of Notice.**
Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary in accordance with the requirements of Chapter 720, Florida Statutes, as the same exists on the date these Amended and Restated By-Laws are recorded and as each may be amended, revised, or renumbered from time to time.

Notice of special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his or her (or his or her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Notices of all Board of Directors or Members meetings may also be provided by electronic transmission (e-mail) where Members consent to receive notices by electronic transmission and as otherwise provided by Florida law.

- VI.5. Quorum.** A quorum at Members' meetings shall be attained by the presence, either in person, by proxy, by Absentee Ballot or by electronic voting of Members in Good Standing and entitled to cast the thirty percent (30%) of the votes of Members. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these By-Laws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension. Notwithstanding this quorum requirement, the election of directors shall only require that 20% of the eligible voting interests cast a ballot at the election.
- VI.6. Voting.** In any meeting of Members, Members shall be entitled to cast one vote for each Lot owned by them. The vote of a Lot shall not be divisible.
- VI.7. Majority Vote.** The acts approved by a majority of the votes present in person, by proxy, by absentee ballot or by electronic voting, at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. As used in these By-Laws, the Articles of Incorporation or the Declaration, the term "majority of the Members" shall mean a majority of the votes of Members in Good standing and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person, by proxy, by Absentee Ballot or by electronic voting , and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein, or in the Declaration or the Articles of Incorporation, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- VI.7.1.** If a Lot is owned by more than one Person, the individual entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the Members of record of the Lot according to the roster of Members and filed with the Secretary of the Master Association, except in case of electronic voting where there will be one vote per Lot.
- VI.7.2.** If a Lot is owned by a corporation or other entity, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by an appropriate officer or principal of the corporation or other entity and filed with the Secretary of the Master Association. Such person need not be an Owner.
- VI.7.3.** Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the Membership of the Lot concerned.
- VI.7.4.** Except in the case of Electronic Voting, if a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Master Association shall be reduced accordingly until such certificate is filed, except if the Unit is jointly owned. If a Unit is jointly owned, they must designate

one voting Member. For elections there must be one person designated on the absentee ballot.

- VI.8. Proxies.** Non-electronic votes may be cast in person or by proxy. However, a proxy shall not be used to vote in an election. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the principal office of the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned.
- VI.9. Absentee Ballots.** At any meetings, Absentee Ballots that include the Member's Name, address and signature may be counted, along with proxies, in determining whether a quorum has been established at any meeting of the Members.
- VI.10. Electronic Voting.** Votes may be cast by electronic voting in accordance with Florida Statute 720.317, as it may be amended, revised, or renumbered from time to time.
- VI.11. Adjourned Meetings.** If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- VI.12. Presiding Officer.** The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- VI.13. Order of Business.** The order of business at Directors' meetings shall be as provided for in the Agenda which may be included with the notice of the meeting.
- VI.14. Minutes of Meetings.** The minutes of all meetings of the Board shall be retained and shall be available for inspection by Members, or their authorized representatives, and Board members at any reasonable time.
- VI.15. Parliamentary Rules.** Roberts' rules of Order (latest edition) may govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.
- VI.16. Action Without A Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

ARTICLE VII OFFICERS

VII.1. Executive Officers. The executive officers of the Master Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be members of the Board of Directors and shall be elected by the Board of Directors and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Master Association, with such other officers or assistant officers not required to be Board members.

VII.1.1. President. The President shall be the chief executive officer of the Master Association and shall have all of the powers and duties that are usually vested in the office of president of an association.

VII.1.2. Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President and also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

VII.1.3. Secretary. In lieu of the Management Office, the Secretary may keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving of all notices to the Members and Directors and other notices required by law. The Secretary may keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

VII.1.4. Treasurer. The Treasurer shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Master Association in such depositories as may be designated by a majority of the Board.

VII.2. Compensation. Neither Directors nor officers shall receive compensation for their services.

VII.3. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer or cessation of such Director's or officer's residency in the Community shall constitute a written resignation of such Director or officer.

ARTICLE VIII FISCAL MANAGEMENT

VIII.1. General. The provisions for fiscal management of the Master Association set forth in the Declaration and the Articles of Incorporation shall be supplemented by the following provisions:

VIII.2. Budget. The Board of Directors of the Master Association shall from time to time, and at least annually, prepare a budget for the Master Association, determine the amount of Assessments payable by the Members to meet the expenses of the Master Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration.

The adoption of a budget for the Master Association by the Board shall comply with the requirements hereinafter set forth.

VIII.3. Notice of Budget Meeting. A notice of the budget meeting shall be posted indicating the time and place of such meeting. The meeting shall be open to all of the Members.

VIII.4. Depository. The depository of the Master Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar lending institution(s) in the State of Florida as shall be designated from time to time by the Board of Directors and in which the monies of the Master Association shall be deposited. Withdrawal of monies from those accounts shall be made by checks or electronic means and only as approved by such person or persons as are authorized by the Board. All sums collected by the Master Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

VIII.4.1. Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for the Master Association funds in such amount as shall be determined by a majority of the Board.

VIII.4.2. Accounting Records and Reports. The Master Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times.

VIII.4.2.1. The records shall include, but not be limited to, (a) a record of all

receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. These records shall be open to inspection by the individual Member or their authorized representatives at reasonable times.

VIII.5. Audit. Within one-hundred and twenty (120) days following the end of the fiscal year, the Board shall make available to each Member a copy of the Master Association's auditor's report for the previous twelve (12) months, reviewed and certified by an independent certified public accountant.

VIII.6. Notice of Assessment Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

ARTICLE IX AMENDMENTS

These By-Laws may be amended in the following manner:

IX.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

IX.2. Proposal. Amendments may be proposed either by a majority of the Board or by petition of not less than one-third (1/3) of the Members of the Master Association.

IX.3. Approval. The approval of the amendment must be by not less than a majority of the votes of the Members in Good Standing of the Master Association represented at a meeting present and voting in person, by proxy, by Absentee Ballot or by electronic voting at such meeting so long as a quorum has been established. As an example, if exactly 30% of the Members cast a vote (271 votes), then a majority of that number or 136 affirmative votes would be required to approve an amendment. If 400 Members cast a vote, then 201 affirmative votes would be required to approve such an amendment and so on.

IX.4. Execution and Recording. A copy of each amendment to these By-Laws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Master Association. The amendment shall be effective when the certificate and a copy of the amendment is recorded as required by Law.

ARTICLE X MISCELLANEOUS

X.1. Rules and Regulations. The Board may, from time to time adopt, modify, amend or add to Rules and Regulations concerning the use and operation of the Properties.

- X.2. Verbal Construction.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found to be unenforceable, then only that portion shall be deemed deleted and the remainder of these provisions shall be given their nearest permissible meaning and effect.
- X.3. Priority of Master Documents.** In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles of Incorporation and/or these By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles of Incorporation next paramount and these By-Laws subordinate. Silence of one document with respect to any provision of another document is not a conflict.
- X.4. Indemnification of Officers and Directors.** Subject to the further provisions of this paragraph, the Master Association shall indemnify and hold harmless all officers and Directors, and members of any committee appointed by the Board past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Master Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party.

Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his or her duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Master Association or its members and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

- X.5. Suspension of Privileges; Fines.** In addition to all other remedies available under the Association's Governing Documents, a suspension, fine or fines may be imposed upon an Member and his or her Lot for failure of a Member, his or her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation of the Covenants of the Homes Association or the Villas Association, this Master Declaration, the Articles of Incorporation, these By-Laws or the rules and regulations promulgated by the Board, provided the procedures as provided for in Chapter 720, Florida Statutes as it may be amended, revised, or renumbered from time to time are adhered to.