

**RAINBERRY BAY
MASTER**

**ASSOCIATION
DOCUMENTS**

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FOR RAINBERRY BAY

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EIGHTH SUPPLEMENT
TO
HOMEOWNERS ASSOCIATION COVENANT
FOR
RAINBERRY BAY

THIS INSTRUMENT is made this 7th day of October, 1987,
by DIMENSIONAL BUILDERS & ASSOCIATES, LTD., a Florida limited
partnership.

GENERAL RESTRICTIVE COVENANTS

Section 19. Limited Access To Davis Road. No person shall be permitted to exit or enter Rainberry Estates from Davis Road except for those persons living on Lots 1 through 68 of Rainberry Estates as recorded in Plat Book 49 at Pages 60 and 61 of the Public Records of Palm Beach County, Florida. To enforce this provision the Developer or Master Association shall install an electrically controlled gate at the entry to Davis Road and issue gate controls only to those persons living in Rainberry Estates. This restriction may be enforced by those persons described in and who executed that certain Agreement recorded in Official Records Book 3061, Page 59 of the Public Records of Palm Beach County, Florida.

This instrument executed on the date set forth above.

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

By: RAINBERRY BAY, INC., a
Florida corporation, as
general partner

By: Marian Pearlman Nease V.P.
Marian Pearlman Nease
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me,
the undersigned authority, by Marian Pearlman Nease, as Vice President of
Rainberry Bay, Inc., a Florida corporation, as General Partner
of Dimensional Builders & Associates, Ltd., a Florida limited
partnership, on behalf of the partnership.

WITNESS my hand and official seal in the County and
State last aforesaid this 7th day of October, 1987.

Janis Peak
Notary Public
My Commission expires 11-1-88
Notary Public, State of Florida
My Commission Expires Nov. 01-1988
In State This Seal Not a Notary Seal

This instrument prepared by
and return to:

Gilbert Edelman, Esquire
Century Village Administration Building
N. Haverhill Road
W. Palm Beach, FL 33417

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

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The Amendments adopted are attached as Exhibit "A".

SECOND: On MAY 4, 2005, the above Amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED: 5/31/05, 2005.

RAINBERRY BAY MASTER ASSOCIATION, INC.

By: DANIEL GINTIS
Daniel Gintis, President

By: HENRY E. WOODS
Henry E. Woods, Secretary

EXHIBIT "A"

**AMENDMENTS
TO THE
ARTICLES OF INCORPORATION
OF RAINBERRY BAY MASTER ASSOCIATION, INC.**

The Homeowners Association Covenants for Rainberry Bay are recorded in Official Records Book 2882, at Page 1318, in the Public Records of Palm Beach County, Florida.

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

Item 1: Article III, Section 3, of the Articles of Incorporation of Rainberry Bay Master Association, Inc., entitled Meeting of Members, shall be amended as follows:

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

Item 2. Article VIII of the Articles of Incorporation shall be amended as follows:

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



MEMORANDUM

TO: Rainberry Bay Villas Owners

FROM: Board of Directors

DATE: July, 2005

RE: Certificate of Amendment

Enclosed please find a copy of the recorded Amendments to the Bylaws and Articles of Incorporation of Rainberry Bay Villas Association, Inc.

Please review these amendments and retain same with your Association documents for future reference and safekeeping.

BOD/cs

Enclosure

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

CFN 20050404482
OR BK 18829 PG 0844
RECORDED 06/29/2005 15:31:56
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0844 - 845; (2pgs)

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

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Bylaws and Articles of Incorporation of Rainberry Bay Villas Association, Inc. The Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas is recorded in Official Records Book 2882, at Page 1341, of the Public Records of Palm Beach County, Florida.

DATED this 31st day of MAY, 2005.

WITNESSES:

RAINBERRY BAY VILLAS
ASSOCIATION, INC.

Julia Gonzalez
Signature
Julia Gonzalez
Print Name

By: Robert R. Sherburne
Robert R. Sherburne, President

Wayne Barney
Signature
WAYNE BARNEY
Print Name

By: ELAINE A. BONN
Elaine A. Bonn Secretary

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

The foregoing instrument was acknowledged before me this 31 day of May, 2005, by Robert Sherburne, as President, and Elaine Bonn, as Secretary, of Rainberry Bay Villas Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: _____

(SEAL)

Shelly A Gove
NOTARY PUBLIC, State of Florida at Large

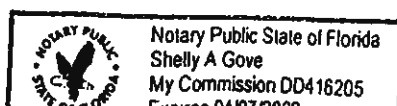


EXHIBIT "A"

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

The Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas is recorded in Official Records Book 2882, at Page 1341, in the Public Records of Palm Beach County, Florida.

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

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

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

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

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

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

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

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

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**HOMEOWNERS' ASSOCIATION COVENANTS
FOR
RAINBERRY BAY**

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

**ARTICLE I
Definitions**

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

- (a) **"Master Association"** shall mean and refer to the RAINBERRY BAY MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.
- (b) **"The Properties"** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) **"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 that certain easement described in Exhibit "A" attached hereto and made a part hereof, together with any improvements on such tracts or easement including without limitation all structures, recreational facilities, lake, open space, offstreet parking areas, private streets including streets in Villa areas, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon. (See Exhibit "B" for Tracts Added by Recorded Supplemental Declarations)
- (d) **"Lot"** shall mean and refer to any lot in The Properties and any Lot shown upon any resubdivision of any plat of The Properties or any portion thereof.
- (e) **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (f) **"Member"** shall mean and refer to all those Owners who are members of the Master Association as provided in Article III, Section I hereof.
- (g) **"Developer"** shall mean and refer to DIMENSIONAL BUILDERS, INC., a

Florida corporation and DIMENSIONAL BUILDERS & ASSOCIATES LTD., a Florida limited partnership, together with their respective successors and assigns.

- (h) "Tenant" shall mean an occupant who occupies an owner's residence under a lease which has been duly approved by the Master Association in accordance with and subject to Rules and Regulations covering Rentals.
- (i) 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 replacement of any and all improvements situated on the Common areas as defined in Article IV, Section 4 are not considered Capital improvements.

ARTICLE II

Property Subject to this Declaration; Additions Thereto

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

Lots 1 through 40 inclusive of Block 1; and Lots 1 through 11 inclusive of Block 2; and Lots 1 through 5 inclusive of Block 3; and Lots 1 through 14 inclusive of Block 4; and Lots 1 through 26 inclusive of Block 5; and Lots 1 through 21 inclusive of Block 6; and Tracts "A" and "B".

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

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 the foregoing are in 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

That certain easement which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations; provided, however, that the total number of lots which may ever be subject to the provisions hereof shall not exceed 910. (See Exhibit "C" for Real Property Added by Recorded Supplemental Declarations).

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in

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

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot 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 set forth in this Section 1, 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.

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

Class A Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, 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.

Class B The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Master Association until such time as Developer no longer holds the title to any portion of The Properties or to any additional property which may have been brought under the provisions hereof by recorded supplemental declarations, set forth in Article II hereof.

ARTICLE IV

Property Rights in the Common Areas

Section 1. Ownership. When all residential dwelling units proposed by Developer to be constructed within The Properties or within adjacent lands on

which Developer holds an option to purchase have been conveyed to purchasers, or, sooner, at Developer's option (but in no event later than seven years from the date of this instrument), the Developer, or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas (excluding that portion of the Common Areas which consists of the easement described in Exhibit "A" hereof) to the Master Association and the Master Association shall accept such conveyance. The easement described in Exhibit "A" hereof shall be conveyed to the Master Association by quitclaim deed. Upon acquisition by Developer of the fee interest subject to the easement such fee interest shall be conveyed to the Master Association in the manner and at such time as provided herein for the conveyance of Common Areas. The Common Areas shall not be conveyed to any entity or person other than the Master Association. Beginning upon the date the covenants are recorded, the Master Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner without cost to the 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 accruing from and after the date these covenants were recorded. Such taxes shall be prorated between Developer and the Master Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

Section 2. Members' Easements. Each Member of the Master Association and each tenant, agent 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:

- (a) The right and duty of the Master Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of The Properties from time to time recorded.
- (b) The right of the Master Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Master Association to charge a reasonable admission and other fees for parties and other events.
- (d) The right of the Master Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

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

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Master Association shall at all times maintain in good condition and repair and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer and expiration of pertinent warranties). These improvements include, but are not limited to, all recreational facilities including tennis courts, landscaping, paving, (including sidewalks, streets, bike paths, and common parking areas), drainage structures, post lanterns and other area lighting (except F.P. & L. street lights) and other structures, except utilities and television cable system, 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.

The Master Association shall also be responsible for the maintenance, operation, repair and replacement of the sprinkler system which services The Properties.

All work pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Master Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

The Board of Directors of the Master Association shall estimate the cost of any such maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such maintenance.

Section 5. Maintenance by City of Delray Beach. In the event the Master Association fails properly to maintain the Common Areas or any portion thereof in a reasonable manner, the City of Delray Beach (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 a reasonable attorney fee.

Section 6. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties or adjacent lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 7. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 8. Cable Television Easements. The Master Association and/or any private cable television company selected by the Developer is hereby granted an easement for the installation, maintenance, repair and replacement of such facilities and equipment.

ARTICLE V

Master Association - Covenant for Maintenance Assessments

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

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used exclusively for maintenance of the Common Areas as provided in Article IV hereof and to promote the health, safety, welfare, and recreational opportunities of the members of the Master Association and their families residing with them, and their guests and tenants.

Section 3. Capital Improvements. Funds necessary for capital improvements relating to the Common Areas may be levied as special assessments by the Master Association upon approval of a majority of the Board of Directors of the Master Association and upon approval by a two thirds favorable vote of the total membership of the Master Association voting at a meeting, or by proxy, as may be provided in the By-Laws of the Master Association. In addition to the above, the Master Association may raise funds necessary for the installation of a traffic light at the intersection of Lake Ida Road and Rainberry Boulevard, the entrance to Rainberry Bay, upon approval of the Board of Directors of the Master Association and a two thirds favorable vote of the total membership of the Association voting at a meeting or by proxy.

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

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

The amount of the annual assessment shall be established by the Board of Directors from time to time for each lot and may be amended by action of said Board of Directors. Members shall be given reasonable notice of any amended annual assessment. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 5. Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the 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 Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Master Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Collection of Assessments. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of the

Association. The assessments of the Master Association, as to those Members who are also Members of the Villas Association or the Homes Association as identified in the respective Declarations of Restrictions and Protective Covenants being recorded simultaneously herewith affecting any of the Lots, shall be collected through the Villas Association or the Homes Association. At its sole option, the Master Association 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 in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the Owner to pay such assessment shall remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the preceding sentence, any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot.

*\$25.⁰⁰
or 5% which
higher*

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

It shall be the legal duty and responsibility of the Master Association to enforce payment of the Assessments hereunder.

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

Section 8. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Master Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Master Association.

Section 9. Trust Funds. The portion of all regular assessments collected by the Master Association for reserves for non budgeted maintenance including but not limited to painting, roof repairs, equipment replacement, and the entire amount of all special assessments, shall be held by the Master Association in trust for the Owners of all Lots and Units, as their interests may appear. Such funds may be withdrawn at the direction of the Board as required.

ARTICLE VI

General Restrictive Covenants

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within The Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until Developer has sold all Lots.

Section 3. Change in Buildings. No owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction, and also the prior written consent of the Developer or its successor.

Section 4. 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.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plats of The Properties. 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. 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. Public Utility companies servicing The Properties, the Master Association, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, and television cables and conduits under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. 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. 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.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any house or any ancillary building, and all 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 on all sides by a decorative safety wall approved by the Architectural Control Board referred to in Section 12 hereof. This provision does not apply to home type gas fueled barbecues.

signage - amended
Section 8. Signs. No sign of any kind shall be displayed to the public view on The Properties except one sign of not more than one square foot used to indicate the name of the resident; or, after the Developer has sold all of the Lots, one sign of not more than five square feet advertising the property for sale; or any sign used by a builder or lender to advertise during the construction and sales period.

Section 9. Oil and Mining Operations. No oil drilling, oil development 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.

Section 10. 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. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Master Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

Section 12. 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 Board have been approved in writing by the Architectural Control Board named below. 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. 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 Board seem sufficient. 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. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board shall be appointed by the Board of Directors of the Master Association.

Section 13. Exterior Appearance 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 Declarations of Restrictions and Protective Covenants affecting the Lots without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The 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 as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. Aluminum foil may not be place on windows or glass doors.

Section 14. Commercial Trucks, Vans, Trailers, Campers and Boats. No trucks or commercial vehicles, vans, 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, or street, except only during the periods of approved construction on said Lot, and except that they may be stored within garages only if not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial vehicles.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally

installed by Developer's assignee, and except any approved by the Architectural Control Board as above provided.

Section 16. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area; provided, however that the requirements from time to time of the City of Delray Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. 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 Unit. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

Section 18. 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, no Lot shall, at any time, be permanently occupied by children who are under sixteen (16) years of age. Children under the age of sixteen (16) years may visit and temporarily occupy a unit for not more than ninety (90) days cumulatively per calendar year. As of the effective date of this amendment, a minimum of eighty (80%) percent of the Lots in this community must be permanently occupied by at least one person fifty-five (55) years of age or more, while any person permanently occupies said dwelling units. Persons under the age of fifty-five (55) years and sixteen (16) years of age or older may permanently occupy and reside in such dwelling units as long as at least one of the permanent occupants is fifty-five (55) years of age or older. 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. 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 aforesated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board.

Section 19. Limited Access to Davis Road. No person shall be permitted to exit or enter Rainberry Estates from Davis Road except for those persons living on Lots 1 through 6B of Rainberry Estates as recorded in Plat Book 49 at Pages 60 and 61 of the Public records of Palm Beach County, Florida, and ~~their guests and invitees.~~ To enforce this provision the Developer or Master Association shall install an electrically controlled gate at the entry to Davis Road and issue gate controls only to those persons living in Rainberry Estates. This restriction may be enforced by those persons described in and who executed that certain Agreement recorded in Official Records Book 3061, Page 59 of the public records of Palm Beach County, Florida.

Section 20. Sales and Leases.

(a.) Prior to the sale or lease of a unit, the owner must provide the Master Association with notice of the sale or proposed lease. With respect to the sale of a unit, notice is required in order to transfer ownership and financial responsibility for maintenance assessments on the books and records of the Association.

(b.) The Board of Directors of the Master Association is responsible to the entire community for the operation, maintenance and protection of the common areas and facilities within Rainberry Bay, all of which are available to the owners, their guests and their tenants. The Board therefore has the authority to establish policy with respect to leasing of individual properties, as well as rules and regulations deemed necessary by the Board and such application fees as they deem reasonable.

(c.) The rules and regulations may establish limits on terms of leases, frequency of leases permitted, number and relationships of occupants, and such other conditions, requirements and restrictions as may be deemed necessary or desirable to assure the protection of the rights and properties of all owners.

(d.) Enforcement of the rules and regulations shall rest with the Board of Directors of the Master Association.

(e.) The rules and regulations may create procedures and controls necessary to assure full compliance with the intent of this section, and with the process created to formalize acceptance and acknowledgment by owners and tenants of these provisions.

ARTICLE VII

Party Walls

Section 1. General. Each wall built as part of the original construction of any four-plex or duplex dwellings upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross easement of support in the other portion.

Section 2. Sharing of Repairing Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or any extension, or restoration, thereof, shall be placed upon the land of the other Owner not extending, constructing, or restoring, said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said Owners, or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. If the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article VII, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right To Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VII shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE VIII General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Master Association and any homeowners' association established by other covenants that may from time to time be recorded by Developer, 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 change said covenants and restrictions in whole or in part.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions and any Rules and Regulations enacted by the Master Association may be the levying of fines and by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, and any Rule or Regulation enacted by the Master Association, and against the land to enforce any lien created by these Covenants and Restrictions 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 right to do so thereafter. These Covenants and Restrictions may also be enforced by the Architectural Control Board. In the event it becomes necessary to enforce these Covenants and Restrictions by any of the aforementioned parties, the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs on appeal. The Master Association shall have a right to collect attorneys' fees and costs of enforcement from any violator not only in conjunction with legal action, but also if legal action is not instituted.

Vehicles parked in violation of Article VI, Section 14, or parked in violation of the Rules and Regulations concerning Parking may be towed away at the expense of the vehicle's owner, after notification of the violation.

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

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as it holds title to any Lot affected by this Declaration. Alternatively, this Declaration may be amended by Owners casting not less than two-thirds (2/3) affirmative vote of the total membership in the Master Association at a members meeting, providing that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting the common areas or 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. Amendments approved by an affirmative vote of two thirds (2/3) of the total members of the Association shall be evidenced by a certificate which shall be executed by the appropriate corporate officers and shall be recorded in the Public Records of Palm Beach County, Florida.

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

Section 7. Notwithstanding any provision to the contrary set forth in the Declaration or in the Articles of Incorporation or By-Laws of this Association, an affirmative vote of two-thirds of the holders of mortgages covering lots affected by this Declaration and two-thirds of the Owners of Lots owned by persons other than Developer, shall be required to take the following action:

a. abandonment, subdivision or sale of the common property owned by Master Association:

b. a change in the method of determining obligations, assessments or dues to be levied against a PUD unit owner:

c. waive or abandon any scheme of regulations or enforcement pertaining to the architectural design of the units or the maintenance of common property, party walls or common fences:

d. abandon 100% coverage based on current replacement costs of insurable PUD common property:

e. using hazard insurance proceeds for losses to any PUD common property for other than repair, replacement or reconstruction of such common property.

Section 8. The Association may not enter into a Management Contract for a term exceeding three (3) years. Contracts with terms of less than 3 years may be renewed for an unlimited number of renewal terms.

Section 9. The Association may not give a Lot Owner or any other party priority over any rights of the holder of a first mortgage covering a Lot to the distribution of Insurance proceeds or condemnation awards relating to Association common property. This provision shall not affect any mortgages executed prior to the date of adoption of this Article, March 24, 1982.

Section 10. Provided the holder of a first mortgage covering a Lot first gives notice to the Association in writing sent by Certified Mail, Return Receipt Requested, the Association will notify the holder of such mortgage, if any charges for maintenance are in default including insurance of common property, and the holder or holders of such mortgage may jointly or singularly pay such charges.

EXECUTED as of the date first above written.

DIMENTIONAL BUILDERS, INC.

a Florida corporation

By: /s/Richard Siemens

Richard Siemens, President

Attest:

/s/Stanley M. Katz

Secretary

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

(CORPORATE SEAL)

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

Elayne D. Nash

Notary Public

State of Florida at Large

My Commission Expires: March 9, 1981

SEAL

INSERT ARTICLE "A"

EXHIBIT "A"
TO
HOMEOWNERS' ASSOCIATION COVENANTS
FOR
RAINBERRY BAY

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 (W 1/2) 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 1/4) of said Section 7, thence run N 89°00'44"W 1244.58 feet along the North line of said Southwest One-Quarter (SW 1/4) 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 290.00 feet to a point; thence run S 87°30'00"W 700.00 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°00'00"W 90.00 feet to a point; thence run N 87°30'00"E 180.00 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 feet to a point; thence run N 87°30'00"E 620.00 feet to a point; thence run S 02°30'00"E 180.00 feet to a point; thence run S 87°30'00"W 620.00 feet to a point; thence run S 02°30'00"E 164.59 to the Point of Beginning, containing an area of 9.15 acres, more or less.

EXHIBIT "B"
ARTICLE I - DEFINITIONS
COMMON AREAS

TRACTS ADDED BY RECORDED SUPPLEMENTAL DECLARATIONS

First Supplement

The Definitions set forth in Article I of the Covenants are hereby supplemented by adding to the definition of Common Areas the following described property:

Tracts "M" and "N" of RAINBERRY BAY SECTION TWO according to the Plat thereof recorded in Plat Book 37, Pages 121 and 122 of the Public Records of Palm Beach County, Florida.

Second Supplement

Tracts "O", "P" and "Q" 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.

Third Supplement

Tract "R" and "S" of RAINBERRY BAY SECTION FIVE, according to the Plat thereof, recorded in Plat Book 40, Page 101 of the Public Records of Palm Beach County, Florida.

Tracts "T", "U", "V", and "X" of RAINBERRY BAY SECTION SIX, according to the Plat thereof recorded in Plat Book 42, Pages 6 and 7 of the Public Records of Palm Beach County, Florida.

Fourth Supplement

Tract "AA", "BB", and "CC", of RAINBERRY BAY SECTION SEVEN, according to the Plat thereof, recorded in Plat Book 48, Pages 88 and 89 of the Public Records of Palm Beach County, Florida.

Fifth Supplement

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

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

Sixth Supplement

Tracts "A" and "B", both of which are in RAINBERRY BAY SECTION TEN according to the Plat thereof, recorded in Plat Book 51, Pages 159 and 160 of the Public Records of Palm Beach County, Florida.

Seventh Supplement

The streets as shown on RAINBERRY BAY SECTION FIVE-A according to the plat thereof, recorded in Plat Book 45, Pages 14 and 15 of the Public Records of Palm Beach County, Florida.

Eighth Supplement

Tract "A" of RAINBERRY ESTATES according to the Plat thereof as recorded in Plat Book 49 at Pages 60 and 61 of the Public Records of Palm Beach County, Florida.

EXHIBIT "C"
ARTICLE II - PROPERTY SUBJECT TO THESE DECLARATIONS; ADDITIONS THERETO
SECTION 1. LEGAL DESCRIPTION

REAL PROPERTY ADDED BY RECORDED SUPPLEMENTAL DECLARATIONS

First Supplement

UNITS A, B, C and D in Building Lots 40 through 54 inclusive; and Tracts "L", "M" and "N". All of the foregoing are in RAINBERRY BAY SECTION TWO; according to the Plat thereof recorded in Plat Book 37, Pages 121 and 122 of the Public Records of Palm Beach County, Florida.

Second Supplement

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

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

Third Supplement

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

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

Lots A, B, C, and D in Buildings 100 through 116 inclusive and Tracts "T", "U", "V", "W" and "X".

All of the foregoing are in RAINBERRY BAY SECTION SIX according to the Plat thereof, recorded in Plat Book 42, Pages 6 and 7 of the Public Records of Palm Beach County, Florida.

Fourth Supplement

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

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

Fifth Supplement

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

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

Sixth Supplement

Lots 1 through 60 inclusive, all of which are in RAINBERRY BAY SECTION TEN according to the Plat thereof, recorded in Plat Book 51, Pages 159 and 160 of the Public Records of Palm Beach County, Florida.

Seventh Supplement

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

Eighth Supplement

Lots 1 through 68 inclusive in RAINBERRY ESTATES according to the Plat thereof as recorded in Plat Book 49 at Pages 60 and 61 of the Public Records of Palm Beach County, Florida.

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MASTER ASSOCIATION**

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**ARTICLES OF INCORPORATION
OF
RAINBERRY BAY MASTER ASSOCIATION, INC.**

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

**ARTICLE I
Name**

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

**ARTICLE II
Purposes and Powers**

The objects and purposes of the Association are those objects and purposes as are authorized by the Homeowner's Association Covenants for Rainberry Bay dated June 14, 1978 and recorded June 23, 1978, in Official Records Book 2882, Page 1318, Public Records of Palm Beach County, Florida.

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

The Association shall have the power:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

**ARTICLE III
Members**

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

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

- Class A.** Class A members shall be all those owners as defined in Section 1 with the exception of the Developer as defined in the above-described Homeowners' Association Covenants,

hereinafter referred to as "the Developer". Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, but the vote for such lot shall be exercised only by that one person designated in writing by all such members. In no event shall more than one vote be cast with respect to any such lot.

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

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

ARTICLE IV Corporate Existence

The corporation shall have perpetual existence.

ARTICLE V Directors

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

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

RICHARD SIEMENS

711 N.W. 25th Avenue
Delray Beach, Florida 33445

STANLEY M. KATZ

711 N.W. 25th Avenue
Delray Beach, Florida 33445

CAROLE SIEMENS

711 N.W. 25th Avenue
Delray Beach, Florida 33445

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

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

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

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

ARTICLE VI

Officers

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

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the

President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

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

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

ARTICLE VII By-Laws

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

ARTICLE VIII Amendments

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

ARTICLE IX Registered Agent

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

ARTICLE X Subscribers

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

<u>Name</u>	<u>Address</u>
RICHARD SIEMENS	711 N.W. 25th Avenue Delray Beach, Fl. 33445

CAROLE SIEMENS

711 N.W. 25th Avenue
Delray Beach, Fl. 33445

ELAYNE NASH

711 N.W. 25th Avenue
Delray Beach, Fl. 33445

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

/s/Richard Siemens

RICHARD SIEMENS

/S/Carole Siemens

CAROLE SIEMENS

/S/Elayne Nash

ELAYNE NASH

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

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

s/s/Frances DeFilippo

Notary Public,

State of Florida at Large

My Commission Expires: July 29, 1981

(SEAL)

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MASTER ASSOCIATION**

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BY-LAWS
OF
RAINBERRY BAY MASTER ASSOCIATION, INC.

ARTICLE I
Definitions

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

Section 2. The "Properties" shall mean and refer to The Properties as defined in the Homeowners' Association Covenants for Rainberry Bay dated June 14, 1978 and recorded June 23, 1978 in official Records Book 2882, at Page 1318, of the Public Records of Palm Beach County, Florida.

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

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

ARTICLE II
Location

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

ARTICLE III
Membership

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

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Homeowners' Association Covenants to which the Properties are subject, which is dated June 14, 1978, and was recorded June 23, 1978, in Official Records Book 2882, at Page 1318, Public Records of Palm Beach County, Florida.

ARTICLE IV
Board of Directors

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

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

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

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

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

Section 5. ^{48 hrs state statute} No Notice shall be required to be given of any regular ⁴⁸ meeting of the Board of Directors. _{hours}

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

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

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

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

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

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

ARTICLE V Officers

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

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

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

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

ARTICLE VI Meetings of Members

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

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

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

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

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

Section 5. At any meetings, Members may vote and count toward a quorum by proxy.

ARTICLE VII Books and Papers

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

ARTICLE VIII Amendments

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

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

* * * * *

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

/s/Richard Siemens

Richard Siemens, President

/s/Stanley M. Katz

Stanley M. Katz, Secretary



MEMORANDUM

TO: Rainberry Bay Homes Owners

FROM: Board of Directors

DATE: July, 2005

RE: Certificate of Amendment

Enclosed please find a copy of the recorded Amendments to the Bylaws and Articles of Incorporation of Rainberry Bay Homes Association, Inc.

Please review these amendments and retain same with your Association documents for future reference and safekeeping.

BOD/cs

Enclosure

CFN 20050356817
OR BK 18721 PG 1
RECORDED 06/09/2005 15:3
Palm Beach County, Flori
Sharon R. Bock, CLERK & COL
Pgs 1646 - 1647; (2pgs)

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

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

WITNESSED this 31ST day of MAY, 2005.

RAINBERRY BAY HOMES
ASSOCIATION, INC.

By: NORMAN LERNER President

By: BERNIE ZARROW Secretary

Barney
NAME BARNEY
Name

Shelly Gove
Signature
Shelly Gove
Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Type of Identification Produced: _____

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

Notary Public State of Florida
Shelly A Gove
Commission DD416205