

RAINBERRY BAY

VILLA

ASSOCIATION
DOCUMENTS

INDEX TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
VILLAS ASSOCIATION

	Page
ARTICLE I - Definitions.....	61-62
ARTICLE II - Property Subject to Declaration.....	62
1. Legal Description	
2. Merger or Consolidation	
ARTICLE III - Membership and Voting Rights.....	62-63
1. Membership	
2. Voting Rights	
ARTICLE IV - Property Rights in Access Areas.....	63-64
1. Members easements	
2. Easements Appurtenant	
3. Maintenance	
4. Utility Easements	
5. Public Easements	
6. Ownership	
ARTICLE V - Covenant for Maintenance Assessments.....	64-69
1. Creation of Lien	
2. Purpose of Assessments	
3. Exterior Maintenance	
4. Capital Improvements	
5. Date of Commencement of Assessments	
6. Duties of Board of Directors	
7. Non-Payment of Assessments	
8. Subordination of Lien to Mortgages	
9. Access	
10. Collection	
11. Effect on Developer	
12. Trust Funds	
ARTICLE VI - General Provisions.....	69-71
1. Duration	
2. Notices	
3. Enforcement	
4. Severability	

	Page
5. Amendment	
6. Effective Dat	
7. Cumulative Effect	
8. Freddie - MAC Provisions	
9. Freddie - MAC Provisions	
10. Freddie - MAC Provisions	
11. Freddie - MAC Provisions	
EXHIBIT "A" - Exclusion From Definition of Access Areas.....	72
EXHIBIT "B" - Tracts Added by Supplemental Declaration.....	73
EXHIBIT "C" - Real Property Added by Supplemental Declarations....	74

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

RAINBERRY BAY VILLAS

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 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

The following words, when used in the 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) "Villas Association" shall mean and refer to the RAINBERRY BAY VILLAS ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.
- (c) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (d) "Access Area" shall mean and refer to all of Tract "B" less and except the property described in Exhibit "A" hereof, 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 Tracts "C" and "D" 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. Access areas are intended to be land surrounding lots conveyed to Villas Homeowners including parking spaces but excluding roads. (See Exhibit "B" for Tracts Added by Recorded Supplemental Declarations)
- (e) "Lot" shall mean and refer to any lot within the properties and any lot shown upon any resubdivision of such property. Each building shall be comprised of from one to six lots.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

- (g) **"Member"** shall mean and refer to all those Owners who are members of the Villas Association as provided in Article III, Section 1 hereof.
- (h) **"Developer"** shall mean and refer to DIMENSIONAL BUILDERS, INC., a Florida corporation, and DIMENSIONAL BUILDERS & ASSOCIATES LTD., a Florida limited partnership.
- (i) **Capital Improvements** are defined as the addition of any facilities or equipment or other improvements to the Access Areas owned by the Villas Association.

ARTICLE II

Property Subject to This Declaration; Addition Thereto

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

All of Tract "B" 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 Lots A, B, C, and D in Buildings 2 through 29 and 31 through 39, inclusive, and Tracts "C" and "D" 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, excluding such roads as may be conveyed to the Master Association.

Developer may from time to time bring other land under provisions hereof by recorded supplemental declarations. (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 or a fee or undivided fee interest in any Lot in The Properties shall be a member of the Villas Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest

merely as security for the performance of any obligation shall not be a member of said association.

Section 2. Voting Rights. The Villas 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 Villas 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 Villas Association until such time as the Developer no longer holds the title to any portion of The Properties. If the Developer elects to bring other land under the provisions hereof in accordance with Article II, the right of Developer to elect a majority of the Board of Directors shall extend until the Developer no longer holds title to any portion of such future lands as may be brought under the provisions hereof.

ARTICLE IV Property Rights in the Access Areas

Section 1. Members' Easements. Each Member of the Villas Association and each Member of the Master Association, and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Access Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Access Areas not used from time to time for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Villas Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same as common open space in such manner as may be regulated by the Villas Association. Notwithstanding anything contained herein to the contrary, automobile parking spaces and mailboxes within the Access Areas shall be specifically assigned to Owners by the Villas Association. The assignment of such parking spaces and mailboxes may not be changed by the Villas Association, but may be changed voluntarily among members who consent to such change.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Villas Association shall at all times maintain in good repair, the Access Areas and all landscaping located therein, all such work to be done as ordered by the Board of Directors of the Villas Association acting on a majority vote of the board members. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by the Villas Association through assessments imposed in accordance with Article V.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on any plat of property subject to the terms hereof shall be in accordance with the applicable provisions of this Declaration. The Master Association, its successors and assigns and/or any private cable television company selected by the Developer shall have a perpetual easement in the access areas for the installation and maintenance of underground television and radio cables for service to the Lots.

Section 5. 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 Properties.

Section 6. Ownership. The Access Areas shall, upon completion of the improvements thereon, be conveyed to the Villas Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Villas Association shall be responsible for the maintenance of the Access Areas, such maintenance to be in a continuous and satisfactory manner without cost to the general tax-payers of the City of Delray Beach, and the Villas Association shall be responsible for the payment of taxes assessed against the properties named above which are owned by it and any improvements and any personal property on such properties, which taxes accrue from and after the date these covenants are recorded and such taxes shall be prorated between the Developer and the Villas Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Access Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Area that Developer elects to build.

ARTICLE V

Villas 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 described in Article II, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Villas Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof, including such reasonable reserves as the Villas Association may deem necessary; special assessments as provided in Section 4 hereof; assessments for maintenance as provided in Section 3 hereof; and assessments due to the Master Association as hereinafter referred to; such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such

assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Villas Association shall be against all Lots subject to its jurisdiction equally.

Section 2. Purpose of Assessments. The assessments levied by the Villas Association shall be used exclusively for maintenance of the Access Areas as provided in Article IV hereof, for exterior maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, for payment to the Master Association as hereinafter referred to, or to promote the health, safety, welfare and recreational opportunities of the Members of the Villas Association and their families residing with them, their guests and tenants.

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

- (a) paint, caulk, repair, replace and care for roofs and roof ventilators, gutters, downspouts, exterior wood, wood composition, and stucco building surfaces and fences.
- (b) maintain that part of the landscaping, trees, shrubs, grass, sprinkler heads, walks, and parking places and other exterior improvements situated on each Lot outside the fenced patio area as originally installed by the Developer and such expenses may be apportioned as a flat overall charge against all Lots subject to assessment by the Villas Association.
- (c) removal of mildew stain from roofs and sidewalks.
- (d) provide termite control and insurance protection against damage caused by subterranean termites, and exterior pest control treatment on a monthly basis for the control of perimeter invaders, including, but not limited to pharaoh ants, carpenter ants, silverfish, spiders and roaches

The Villas Association shall not be responsible for:

- (a) replacement of exterior glass or screening and screening frames
- (b) repair or replacement of patio or entry door and windows and all associated hardware of same with the exception of fence gates
- (c) painting of metal windows and sliding doors
- (d) clearing or repair of waste lines between home and first common connection to sanitary sewer system
- (e) repair of water line from water meter to and into the home
- (f) removal of mildew stains from walls, or patio decks

The obligations of the Villas Association as described herein shall extend only to those buildings, fences, landscaping, etc., as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, landscaping, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Villas Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Villas Association to make repairs or replacements or improvements damaged by fire, windstorm, hail or other casualty or the negligence of the Homeowner; such repairs or replacements shall be made by the Owner of the Lot which suffers such damage. The Villas Association shall not be obligated to repair any mechanical equipment (e.g. air conditioning units) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. The Association shall not be responsible for repair or maintenance of any damage which can reasonably be ascribed to modifications or additions by the owner, nor any maintenance of any inaccessible areas due to such modifications or additions. The burden of proving that any modification or addition described herein was originally installed by the Developer shall rest upon the Homeowner. It is the intention hereof, that the Villas Association shall perform only routine maintenance as described in this Section 3.

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

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas under the ownership of the Villas Association may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such association and upon approval by two thirds majority vote of the members of such association voting at a meeting or by proxy as may be provided in the By-laws of such association.

Section 5. Dates of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these Covenants.

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

The amount of the annual assessment shall be established by the Board of Directors for each lot payable in equal installments. The assessment may be changed at any time by action of said Board of Directors. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in

proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 4, hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Villas Association shall fix the date of Commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

The Villas 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 Villas 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 Villas Association therein stated to have been paid.

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

Section 7. Effect on Non-Payment of Assessments, the Personal Obligation of the Owner: The Lien: Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the Cost of Collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

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

Section 8. 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 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 8, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article V shall be of equal dignity with liens for assessments of the Master Association.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Villas Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 10. Collection of Master Association Assessments. The Villas Association shall collect the assessments of the Master Association upon certification by the Master Association to the Villas Association from time to time of the amount of assessment with respect to each Lot. In the event that only a portion of the assessments are collected, the amount collected shall be applied first in the assessments of the Master Association and next in payment of the assessments of the Villas Association. In the event that any past due assessment is to be divided equally among and payable by all of the Lots subject to assessment by the Villas Association as provided in Section 8 hereof, any amounts representing assessments due the Master Association shall be divided equally among all properties subject to assessment by the Master Association.

Section 11. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Villas 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 Villas Association.

Section 12. Trust Funds. The portion of all regular assessments collected by the Villas Association for reserves for non budgeted maintenance including but not limited to painting and roof repairs and replacement and the entire amount of all special assessments shall be held by the Villas Association in trust for the Owners of all Lots, as their interests may

appear. Such funds may be withdrawn at the direction of the Board as required.

ARTICLE VI General Provisions

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

Section 2. Notice. Any notice required to be sent to any member or Owner under the provisions of this Declaration other than notices sent to all homeowners as part of a general mailing shall be deemed to have been properly sent when: (a) personally delivered and a receipt 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 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. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and

recording of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners casting not less than two-thirds (2/3) favorable vote of the total membership in the Villas Association at a members meeting, or by proxy, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting the Access 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 a vote of two-thirds (2/3) of the total members of the Association shall be evidenced by a certificate to be executed by the appropriate corporate officers, which shall be recorded in the Public Records of Palm Beach County, Florida.

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

Section 7. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Homeowners' Association Covenants being recorded by Developer.

Section 8. 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 Homeowners 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 9. 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 10. 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 3-24-82, the date of adoption of this Article.

Section 11. 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

(CORPORATE SEAL)

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

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

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

(SEAL)

EXHIBIT "A"

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR

RAINBERRY BAY VILLAS

The following portions of Tract "B" in RAINBERRY BAY SECTION ONE, according to Plat thereof, recorded in Plat Book 33, Pages 174-175 of the Public Records of Palm Beach County, Florida, constitute the building on said Tract "B" and are excluded from the definition of "Access Area":

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 58.96 feet to the Point of Beginning; thence continue N. 0°05'56"E 37.50 feet to a point; thence run N89°54'04"E 29.75 feet to a point; thence run S89°54'04"W 29.75 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way of Lake Ida Road, to a point; thence run N. 0°05'56"E 23.46 feet to the Point of Beginning; thence continue N. 0°05'56"E 35.50 feet to a point; thence run N.89°54'04"E 19.75 feet to a point; thence run S.0°05'56"W 35.50 feet to a point; thence run S.89°54'04"W 29.75 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 96.46 feet to a point; thence run N.89°54'04"W 29.75 feet to the Point of Beginning; thence run S.89°54'04"W 37.50 feet to a point; thence run N.0°05'56"E 37.50 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 23.46 feet to a point; thence run N.89°54'04"E 19.75 feet to the Point of Beginning; thence continue N.89°54'04"E 37.50 feet to a point; thence run N.0°05'56"E 35.50 feet to a point; thence run S.89°54'04"W 37.50 feet to a point; thence run S.0°05'56"W 35.50 feet to the Point of Beginning.

EXHIBIT "B"
ARTICLE II - DEFINITIONS
ACCESS AREAS

TRACTS ADDED BY SUPPLEMENTAL RECORDED DECLARATIONS

First Supplement

Tract "L" 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

Tract "W" 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.

EXHIBIT "C"
ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION-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

UNITS A, B, C, and D in Building Lots 100 through 116 inclusive; and Tract "W". 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.

Third Supplement

Lots 1 through 60 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.

INDEX TO
ARTICLES OF INCORPORATION
VILLAS ASSOCIATION

	Page
ARTICLE I - Name.....	76
ARTICLE II - Purposes and Powers.....	76
ARTICLE III - Members.....	76-77
1. Membership	
2. Voting Rights	
3. Meetings of Members	
ARTICLE IV - Corporate Existence.....	77
ARTICLE V - Directors.....	77-78
1. Management by Directors	
2. Original Board of Directors	
3. Election of Members of Board	
4. Duration of Office	
5. Vacancies	
6. Liability Insurance	
ARTICLE VI - Officers.....	78-79
1. Officers Provided For	
2. Election and Appointment of Officers	
3. First Officers	
ARTICLE VII - By-Laws.....	79
ARTICLE VIII - Amendments.....	79
ARTICLE IX - Registered Agent.....	79
ARTICLE X - Subscribers.....	80

ARTICLES OF INCORPORATION
OF
RAINBERRY BAY VILLAS 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 VILLAS ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II
Purposes and Powers

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas dated June 14, 1978 and recorded June 23, 1978, in Official Records Book 2882, Page 1341, Public Records of Palm Beach County, Florida.

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

The Association shall have the power:

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

ARTICLE III
Members

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

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

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

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

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

ARTICLE IV Corporate Existence

The corporation shall have perpetual existence.

ARTICLE V Directors

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

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

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

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

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

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

Section 6. Liability Insurance for Directors. The Association shall purchase and maintain liability insurance in the minimum amount of \$500,000. In addition the Association shall indemnify, defend and hold harmless all Directors from liability incurred in the course of their activities as Director. 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 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 addresses 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, Fl. 33445
Vice President and Secretary	STANLEY M. KATZ	711 N.W. 25th Avenue Delray Beach, Fl. 33445
Treasurer and Asst. Secretary	CAROLE SIEMENS	711 N.W. 25th Avenue Delray Beach, Fl. 33445

ARTICLE VII By-Laws

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

ARTICLE VIII Amendments

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

ARTICLE IX Registered Agent

The County in the State of Florida where the principal office for the transaction of the business of the Association is to be located in the County of Palm Beach. The name and address of the 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 addresses 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 hereunto set their hands this 26 day of July, 1978.

/s/Richard Siemens
RICHARD SIEMENS

/s/ Carole Siemens
CAROLE SIEMENS

/s/Elayne Nash
ELAYNE NASH

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

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

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

(SEAL)

INDEX TO
BY-LAWS
VILLAS ASSOCIATION

	Page
ARTICLE I - Definitions.....	82
ARTICLE II - Location.....	82
ARTICLE III - Membership.....	82
ARTICLE IV - Board of Directors.....	82-84
1. Election	
2. Removal from Office	
3. First Meeting	
4. Regular Meetings	
5. Notice of Meetings	
6. Special Meetings	
7. Notice of Special Meetings	
8. Minutes of Meetings	
9. Monthly Membership Workshop Meetings	
10. Standing Committees	
ARTICLE V - Officers.....	84
1. Duration of Office	
2. Duties of Officers	
3. Duties of Treasurer	
4. Vacancies	
ARTICLE VI - Meetings of Members.....	84-85
1. Annual Meeting	
2. Special Meetings	
3. Notice of Meetings	
4. Quorum	
5. Proxy	
ARTICLE VII - Books and Papers.....	85
ARTICLE VIII - Amendments.....	85
1. Procedures	
2. Conflict	

BY-LAWS
OF
RAINBERRY BAY VILLAS ASSOCIATION, INC.

ARTICLE I
Definitions

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

Section 2. The "Properties" shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for Rainberry Bay dated June 14, 1978 and recorded June 23, 1978 in Official Records Book 2882, at Page 1341, 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 1, 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.

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 Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas 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 1341, Public Records of Palm Beach County, Florida.

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

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

Section 6. Special meeting 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 by 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 regular and special meetings of 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 a Board Member, for the purpose of assisting the Board or Board Member, by 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 discretion of the appointing authority. These committees shall be, but not limited to the following: Legal, Finance, Rental & Resales, Grounds Maintenance, Management Oversight Review, Security, Painting & 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 in each year beginning in 1979 at Rainberry Bay, Delray Beach, Florida. The meeting of the Villas Association shall follow the meeting of the Master Association.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary, Treasurer, or by any two members of the Board of Directors, or upon written request of the

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

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

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

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

ARTICLE VII Books and Papers

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

ARTICLE VIII Amendments

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

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

* * * * *

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

/s/Richard Siemens

Richard Siemens, President

/s/Stamley M. Katz

Stanley M. Katz, Secretary

INDEX TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
VILLAS ASSOCIATION

	Page
ARTICLE I - Definitions.....	61-62
ARTICLE II - Property Subject to Declaration.....	62
1. Legal Description	
2. Merger or Consolidation	
ARTICLE III - Membership and Voting Rights.....	62-63
1. Membership	
2. Voting Rights	
ARTICLE IV - Property Rights in Access Areas.....	63-64
1. Members easements	
2. Easements Appurtenant	
3. Maintenance	
4. Utility Easements	
5. Public Easements	
6. Ownership	
ARTICLE V - Covenant for Maintenance Assessments.....	64-69
1. Creation of Lien	
2. Purpose of Assessments	
3. Exterior Maintenance	
4. Capital Improvements	
5. Date of Commencement of Assessments	
6. Duties of Board of Directors	
7. Non-Payment of Assessments	
8. Subordination of Lien to Mortgages	
9. Access	
10. Collection	
11. Effect on Developer	
12. Trust Funds	
ARTICLE VI - General Provisions.....	69-71
1. Duration	
2. Notices	
3. Enforcement	
4. Severability	

	Page
5. Amendment	
6. Effective Dat	
7. Cumulative Effect	
8. Freddie - MAC Provisions	
9. Freddie - MAC Provisions	
10. Freddie - MAC Provisions	
11. Freddie - MAC Provisions	
EXHIBIT "A" - Exclusion From Definition of Access Areas.....	72
EXHIBIT "B" - Tracts Added by Supplemental Declaration.....	73
EXHIBIT "C" - Real Property Added by Supplemental Declarations....	74

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

RAINBERRY BAY VILLAS

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 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

The following words, when used in the 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) "Villas Association" shall mean and refer to the RAINBERRY BAY VILLAS ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.
- (c) "The Properties" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (d) "Access Area" shall mean and refer to all of Tract "B" less and except the property described in Exhibit "A" hereof, 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 Tracts "C" and "D" 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. Access areas are intended to be land surrounding lots conveyed to Villas Homeowners including parking spaces but excluding roads. (See Exhibit "B" for Tracts Added by Recorded Supplemental Declarations)
- (e) "Lot" shall mean and refer to any lot within the properties and any lot shown upon any resubdivision of such property. Each building shall be comprised of from one to six lots.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

- (g) **"Member"** shall mean and refer to all those Owners who are members of the Villas Association as provided in Article III, Section 1 hereof.
- (h) **"Developer"** shall mean and refer to DIMENSIONAL BUILDERS, INC., a Florida corporation, and DIMENSIONAL BUILDERS & ASSOCIATES LTD., a Florida limited partnership.
- (i) **Capital Improvements** are defined as the addition of any facilities or equipment or other improvements to the Access Areas owned by the Villas Association.

ARTICLE II

Property Subject to This Declaration; Addition Thereto

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

All of Tract "B" 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 Lots A, B, C, and D in Buildings 2 through 29 and 31 through 39, inclusive, and Tracts "C" and "D" 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, excluding such roads as may be conveyed to the Master Association.

Developer may from time to time bring other land under provisions hereof by recorded supplemental declarations. (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 or a fee or undivided fee interest in any Lot in The Properties shall be a member of the Villas Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest

merely as security for the performance of any obligation shall not be a member of said association.

Section 2. Voting Rights. The Villas 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 Villas 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 Villas Association until such time as the Developer no longer holds the title to any portion of The Properties. If the Developer elects to bring other land under the provisions hereof in accordance with Article II, the right of Developer to elect a majority of the Board of Directors shall extend until the Developer no longer holds title to any portion of such future lands as may be brought under the provisions hereof.

ARTICLE IV Property Rights in the Access Areas

Section 1. Members' Easements. Each Member of the Villas Association and each Member of the Master Association, and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Access Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Access Areas not used from time to time for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Villas Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same as common open space in such manner as may be regulated by the Villas Association. Notwithstanding anything contained herein to the contrary, automobile parking spaces and mailboxes within the Access Areas shall be specifically assigned to Owners by the Villas Association. The assignment of such parking spaces and mailboxes may not be changed by the Villas Association, but may be changed voluntarily among members who consent to such change.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Villas Association shall at all times maintain in good repair, the Access Areas and all landscaping located therein, all such work to be done as ordered by the Board of Directors of the Villas Association acting on a majority vote of the board members. All work pursuant to this Section 3 and all expenses hereunder shall be paid for by the Villas Association through assessments imposed in accordance with Article V.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on any plat of property subject to the terms hereof shall be in accordance with the applicable provisions of this Declaration. The Master Association, its successors and assigns and/or any private cable television company selected by the Developer shall have a perpetual easement in the access areas for the installation and maintenance of underground television and radio cables for service to the Lots.

Section 5. 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 Properties.

Section 6. Ownership. The Access Areas shall, upon completion of the improvements thereon, be conveyed to the Villas Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Villas Association shall be responsible for the maintenance of the Access Areas, such maintenance to be in a continuous and satisfactory manner without cost to the general tax-payers of the City of Delray Beach, and the Villas Association shall be responsible for the payment of taxes assessed against the properties named above which are owned by it and any improvements and any personal property on such properties, which taxes accrue from and after the date these covenants are recorded and such taxes shall be prorated between the Developer and the Villas Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Access Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Area that Developer elects to build.

ARTICLE V

Villas 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 described in Article II, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Villas Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof, including such reasonable reserves as the Villas Association may deem necessary; special assessments as provided in Section 4 hereof; assessments for maintenance as provided in Section 3 hereof; and assessments due to the Master Association as hereinafter referred to; such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such

assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Villas Association shall be against all Lots subject to its jurisdiction equally.

Section 2. Purpose of Assessments. The assessments levied by the Villas Association shall be used exclusively for maintenance of the Access Areas as provided in Article IV hereof, for exterior maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, for payment to the Master Association as hereinafter referred to, or to promote the health, safety, welfare and recreational opportunities of the Members of the Villas Association and their families residing with them, their guests and tenants.

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

- (a) paint, caulk, repair, replace and care for roofs and roof ventilators, gutters, downspouts, exterior wood, wood composition, and stucco building surfaces and fences.
- (b) maintain that part of the landscaping, trees, shrubs, grass, sprinkler heads, walks, and parking places and other exterior improvements situated on each Lot outside the fenced patio area as originally installed by the Developer and such expenses may be apportioned as a flat overall charge against all Lots subject to assessment by the Villas Association.
- (c) removal of mildew stain from roofs and sidewalks.
- (d) provide termite control and insurance protection against damage caused by subterranean termites, and exterior pest control treatment on a monthly basis for the control of perimeter invaders, including, but not limited to pharaoh ants, carpenter ants, silverfish, spiders and roaches

The Villas Association shall not be responsible for:

- (a) replacement of exterior glass or screening and screening frames
- (b) repair or replacement of patio or entry door and windows and all associated hardware of same with the exception of fence gates
- (c) painting of metal windows and sliding doors
- (d) clearing or repair of waste lines between home and first common connection to sanitary sewer system
- (e) repair of water line from water meter to and into the home
- (f) removal of mildew stains from walls, or patio decks

The obligations of the Villas Association as described herein shall extend only to those buildings, fences, landscaping, etc., as were originally installed by the Developer, but such association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, landscaping, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. The Board of Directors of the Villas Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Nothing contained herein shall obligate the Villas Association to make repairs or replacements or improvements damaged by fire, windstorm, hail or other casualty or the negligence of the Homeowner; such repairs or replacements shall be made by the Owner of the Lot which suffers such damage. The Villas Association shall not be obligated to repair any mechanical equipment (e.g. air conditioning units) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. The Association shall not be responsible for repair or maintenance of any damage which can reasonably be ascribed to modifications or additions by the owner, nor any maintenance of any inaccessible areas due to such modifications or additions. The burden of proving that any modification or addition described herein was originally installed by the Developer shall rest upon the Homeowner. It is the intention hereof, that the Villas Association shall perform only routine maintenance as described in this Section 3.

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

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas under the ownership of the Villas Association may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such association and upon approval by two thirds majority vote of the members of such association voting at a meeting or by proxy as may be provided in the By-laws of such association.

Section 5. Dates of Commencement of Annual Assessments: Due Dates. The annual assessments provided for in this Article V shall commence on the first day of the month next following the recordation of these Covenants.

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

The amount of the annual assessment shall be established by the Board of Directors for each lot payable in equal installments. The assessment may be changed at any time by action of said Board of Directors. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in

proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 4, hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors of the Villas Association shall fix the date of Commencement and the amount of the assessment against each Lot subject to the association's jurisdiction for each assessment period at least 30 days in advance of such date or period, and shall at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the Assessment shall thereupon be sent to every owner subject thereto.

The Villas 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 Villas 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 Villas Association therein stated to have been paid.

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

Section 7. Effect on Non-Payment of Assessments, the Personal Obligation of the Owner: The Lien: Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the Cost of Collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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

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

Section 8. 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 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 8, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to assessment by the assessing association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article V shall be of equal dignity with liens for assessments of the Master Association.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Villas Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday.

Section 10. Collection of Master Association Assessments. The Villas Association shall collect the assessments of the Master Association upon certification by the Master Association to the Villas Association from time to time of the amount of assessment with respect to each Lot. In the event that only a portion of the assessments are collected, the amount collected shall be applied first in the assessments of the Master Association and next in payment of the assessments of the Villas Association. In the event that any past due assessment is to be divided equally among and payable by all of the Lots subject to assessment by the Villas Association as provided in Section 8 hereof, any amounts representing assessments due the Master Association shall be divided equally among all properties subject to assessment by the Master Association.

Section 11. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Villas 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 Villas Association.

Section 12. Trust Funds. The portion of all regular assessments collected by the Villas Association for reserves for non budgeted maintenance including but not limited to painting and roof repairs and replacement and the entire amount of all special assessments shall be held by the Villas Association in trust for the Owners of all Lots, as their interests may

appear. Such funds may be withdrawn at the direction of the Board as required.

ARTICLE VI General Provisions

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

Section 2. Notice. Any notice required to be sent to any member or Owner under the provisions of this Declaration other than notices sent to all homeowners as part of a general mailing shall be deemed to have been properly sent when: (a) personally delivered and a receipt 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 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. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and

recording of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners casting not less than two-thirds (2/3) favorable vote of the total membership in the Villas Association at a members meeting, or by proxy, provided that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained. Notwithstanding the foregoing provisions, no amendment affecting the Access 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 a vote of two-thirds (2/3) of the total members of the Association shall be evidenced by a certificate to be executed by the appropriate corporate officers, which shall be recorded in the Public Records of Palm Beach County, Florida.

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

Section 7. Cumulative Effect. The provisions of this Declaration shall be cumulative to the provisions of the Homeowners' Association Covenants being recorded by Developer.

Section 8. 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 Homeowners 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 9. 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 10. 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 3-24-82, the date of adoption of this Article.

Section 11. 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

(CORPORATE SEAL)

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

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

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

(SEAL)

EXHIBIT "A"

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
RAINBERRY BAY VILLAS

The following portions of Tract "B" in RAINBERRY BAY SECTION ONE, according to Plat thereof, recorded in Plat Book 33, Pages 174-175 of the Public Records of Palm Beach County, Florida, constitute the building on said Tract "B" and are excluded from the definition of "Access Area":

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 58.96 feet to the Point of Beginning; thence continue N. 0°05'56"E 37.50 feet to a point; thence run N89°54'04"E 29.75 feet to a point; thence run S89°54'04"W 29.75 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 23.46 feet to the Point of Beginning; thence continue N. 0°05'56"E 35.50 feet to a point; thence run N.89°54'04"E 19.75 feet to a point; thence run S.0°05'56"W 35.50 feet to a point; thence run S.89°54'04"W 29.75 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 96.46 feet to a point; thence run N.89°54'04"W 29.75 feet to the Point of Beginning; thence run S.89°54'04"W 37.50 feet to a point; thence run N.0°05'56"E 37.50 feet to the Point of Beginning.

Commencing at the Southwest corner of said Tract B; thence run East 14.45 feet, along the South line of said Tract B, said line also being the North right-of-way line of Lake Ida Road, to a point; thence run N. 0°05'56"E 23.46 feet to a point; thence run N.89°54'04"E 19.75 feet to the Point of Beginning; thence continue N.89°54'04"E 37.50 feet to a point; thence run N.0°05'56"E 35.50 feet to a point; thence run S.89°54'04"W 37.50 feet to a point; thence run S.0°05'56"W 35.50 feet to the Point of Beginning.

EXHIBIT "B"
ARTICLE II - DEFINITIONS
ACCESS AREAS

TRACTS ADDED BY SUPPLEMENTAL RECORDED DECLARATIONS

First Supplement

Tract "L" 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

Tract "W" 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.

EXHIBIT "C"
ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION-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

UNITS A, B, C, and D in Building Lots 100 through 116 inclusive; and Tract "W". 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.

Third Supplement

Lots 1 through 60 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.

INDEX TO
ARTICLES OF INCORPORATION
VILLAS ASSOCIATION

	Page
ARTICLE I - Name.....	76
ARTICLE II - Purposes and Powers.....	76
ARTICLE III - Members.....	76-77
1. Membership	
2. Voting Rights	
3. Meetings of Members	
ARTICLE IV - Corporate Existence.....	77
ARTICLE V - Directors.....	77-78
1. Management by Directors	
2. Original Board of Directors	
3. Election of Members of Board	
4. Duration of Office	
5. Vacancies	
6. Liability Insurance	
ARTICLE VI - Officers.....	78-79
1. Officers Provided For	
2. Election and Appointment of Officers	
3. First Officers	
ARTICLE VII - By-Laws.....	79
ARTICLE VIII - Amendments.....	79
ARTICLE IX - Registered Agent.....	79
ARTICLE X - Subscribers.....	80

ARTICLES OF INCORPORATION
OF
RAINBERRY BAY VILLAS 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 VILLAS ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II
Purposes and Powers

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas dated June 14, 1978 and recorded June 23, 1978, in Official Records Book 2882, Page 1341, Public Records of Palm Beach County, Florida.

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

The Association shall have the power:

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

ARTICLE III
Members

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

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

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

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

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

ARTICLE IV Corporate Existence

The corporation shall have perpetual existence.

ARTICLE V Directors

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

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

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

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

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

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

Section 6. Liability Insurance for Directors. The Association shall purchase and maintain liability insurance in the minimum amount of \$500,000. In addition the Association shall indemnify, defend and hold harmless all Directors from liability incurred in the course of their activities as Director. 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 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 addresses 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, Fl. 33445
Vice President and Secretary	STANLEY M. KATZ	711 N.W. 25th Avenue Delray Beach, Fl. 33445
Treasurer and Asst. Secretary	CAROLE SIEMENS	711 N.W. 25th Avenue Delray Beach, Fl. 33445

ARTICLE VII By-Laws

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

ARTICLE VIII Amendments

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

ARTICLE IX Registered Agent

The County in the State of Florida where the principal office for the transaction of the business of the Association is to be located in the County of Palm Beach. The name and address of the 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 addresses 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 hereunto set their hands this 26 day of July, 1978.

/s/Richard Siemens
RICHARD SIEMENS

/s/ Carole Siemens
CAROLE SIEMENS

/s/Elayne Nash
ELAYNE NASH

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

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

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

(SEAL)

INDEX TO
BY-LAWS
VILLAS ASSOCIATION

	Page
ARTICLE I - Definitions.....	82
ARTICLE II - Location.....	82
ARTICLE III - Membership.....	82
ARTICLE IV - Board of Directors.....	82-84
1. Election	
2. Removal from Office	
3. First Meeting	
4. Regular Meetings	
5. Notice of Meetings	
6. Special Meetings	
7. Notice of Special Meetings	
8. Minutes of Meetings	
9. Monthly Membership Workshop Meetings	
10. Standing Committees	
ARTICLE V - Officers.....	84
1. Duration of Office	
2. Duties of Officers	
3. Duties of Treasurer	
4. Vacancies	
ARTICLE VI - Meetings of Members.....	84-85
1. Annual Meeting	
2. Special Meetings	
3. Notice of Meetings	
4. Quorum	
5. Proxy	
ARTICLE VII - Books and Papers.....	85
ARTICLE VIII - Amendments.....	85
1. Procedures	
2. Conflict	

BY-LAWS
OF
RAINBERRY BAY VILLAS ASSOCIATION, INC.

ARTICLE I
Definitions

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

Section 2. The "Properties" shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for Rainberry Bay dated June 14, 1978 and recorded June 23, 1978 in Official Records Book 2882, at Page 1341, 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 1, 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.

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 Declaration of Restrictions and Protective Covenants for Rainberry Bay Villas 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 1341, Public Records of Palm Beach County, Florida.

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

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

Section 6. Special meeting 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 by 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 regular and special meetings of 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 a Board Member, for the purpose of assisting the Board or Board Member, by 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 discretion of the appointing authority. These committees shall be, but not limited to the following: Legal, Finance, Rental & Resales, Grounds Maintenance, Management Oversight Review, Security, Painting & 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 in each year beginning in 1979 at Rainberry Bay, Delray Beach, Florida. The meeting of the Villas Association shall follow the meeting of the Master Association.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary, Treasurer, or by any two members of the Board of Directors, or upon written request of the

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

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

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

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

ARTICLE VII Books and Papers

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

ARTICLE VIII Amendments

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

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

* * * * *

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

/s/Richard Siemens
Richard Siemens, President

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