CERTIFICATE OF INTERVIEW

(PLEASE PRINT)

THIS CERTIFIES THAT _____ has been interviewed by the Master Association Rental and Resale Committee for the ☐ Rental ☐ Purchase ☐ Occupancy of the property ☐ Quit Claim Deed, noted below in Rainberry Bay, located in Palm Beach County, FL in Delray Beach, FL 33445.
Such approval has been given pursuant to the provisions of the By-Laws of the RB Master Association.

Interview held (check one) In Person _____ By Phone _____ Other: ____ Date: _____

Print Committee Interviewer Name: _____

Signature of Committee Interviewer:_____

CERTIFICATE OF APPROVAL

THIS CERTIFIES THAT _____, are approved by the Rainberry Bay Master Association, Inc., a Florida Not-For-Profit Corporation, as the ☐ PURCHASERS, ☐ LESSEES, ☐ OCCUPANTS of the following described Real Property located in Palm Beach County, Florida: _____ _____, Delray Beach, FL 33445.

Such approval has been given pursuant to the provisions of the Declarations of Documents, Restrictions and Covenants and any Rules attached thereto.
ATTESTED TO BY:

_____ _____
Interviewer, Rental/Resale Committee (print) Signature

_____ _____
President, Rainberry Bay Master Association (print) Signature

STATE OF FLORIDA / COUNTY OF PALM BEACH

_____, PRESIDENT OF, AND ON BEHALF OF, RAINBERRY BAY MASTER ASSOCIATION, INC., a not-for-profit Florida Corporation, acknowledged and executed the foregoing instrument before me this ___ day of _____, 20____ and produced as photo identification a(n) _____ issued by a governmental agency or personally known to me.

_____ _____
Printed Name of Notary Public Signature of Notary Public

At closing, Capital Contribution checks should be made out to the RAINBERRY BAY MASTER ASSOCIATION in the amount of $_____

NOTARY STAMP

PURCHASE/LEASE APPLICATION CHECKLIST (PLEASE PRINT)

APPLICATION ADDRESS: _____

SELLER/OWNER: _____

APPLICANT/PURCHASER: _____

HOUSE _____OR VILLA _____:

LEASE TERM: FROM:_____(min 3 months) TO: _____(max 12 months)

PURCHASE DATE (SALE ONLY): _____

CHECKLIST:

- ☐ Certificate of Interview/Approval (must be Notarized) ---------- 1
- ☐ Affidavit (must be Notarized)---------- 3
- ☐ Purchase Application and Process Requirements ---------- 4
- ☐ Acknowledgement of Receipt (must be Notarized)---------- 5
- ☐ Application for Occupancy ---------- 6
- ☐ Credit Authorization Form---------- 7
- ☐ Purchase Disclosure Statement---------- 8
- ☐ Age Verification Form (must be Notarized)---------- 9
- ☐ Disclaimer Form ----------10
- ☐ Pets Application (with photos) ----------11
- ☐ Requirements & Restrictions for Service/Assistance Animals---------- 13-14
- ☐ Homeowners & Flood Insurance Form----------15
- ☐ Emergency Contact Form ----------16
- ☐ Rainberry Bay Rules and Regulations (For Applicant to read and retain) ---------- 17-33

Background Check (Office Use Only)

Sales Contract / Rental Agreement (Attached)

Copy of Each Applicants' Driver's License (Attached)

ESA/SA Medical Information Verification/Physician Contacted (Office Use Only)

AFFIDAVIT

Rainberry Bay is a 55+ Homeowners Association. Our Association requires that one person 55 or over reside permanently at each address. No one under that age will be allowed to reside here unless there is one person permanently living at that address over 55. No resident may be under 18 years of age. This includes owners, renters, occupants and resellers.

My notarized signature below indicates my understanding that Rainberry Bay will take steps to evict any underage occupants if there is no permanent occupant over 55.

_____

Property Address

Print Applicant's Name	Print Co-Applicant's Name
Applicant Signature	Co-applicant Signature
Date	Date

At closing, Capital Contribution checks should be made out to the **RAINBERRY BAY MASTER ASSOCIATION**.

STATE OF FLORIDA / COUNTY OF PALM BEACH

Printed Name of Notary Public	Signature of Notary Public

NOTARY STAMP

ESSENTIAL INFORMATION – KEEP THIS PAGE

** DO NOT RETURN THIS DOCUMENT TO THE OFFICE**

PRIOR TO PUCHASING YOUR HOME/VILLA: Please review all information and the Rules and Governing Documents for both Associations that control the use of this dwelling. You will be a voting member of the Rainberry Bay Master Association as well as either the Rainberry Bay Homes or Villas Association. Review the Documents for Homes/Villas, in particular the section for External Maintenance outlining the responsibility of the Homeowners Association. You should be fully aware of the cost of ownership, which will include quarterly maintenance payments, Homeowners Insurances, Taxes and Utilities (electric, water and sewer – check with your realtor or seller). A non-refundable application fee (subject to board change) of $150 (one hundred-fifty) per applicant is required to process your credit and background check. A Capital Contribution payment is required from the buyer at closing, made payable to the Rainberry Bay Master Association. Please refer to the estoppel that needs to be ordered by the Title Company.

QUARTERLY MAINTENANCE: Owners of Homes and Villas will pay quarterly maintenance to the Villas or Homes Association in addition to the Master Association. Payment of Quarterly Maintenance is due on the first day of each quarter and is subject to a late fee after the 30th of the month when it is due.

INSURANCE: Rainberry Bay Master Association insures the common areas ONLY. As an Owner of a Home or Villa, it is strongly recommended that you obtain an individual Homeowners Policy (HO-3) and pay that premium to cover any insurable loss to your dwelling and personal belongings. Any roof damage caused by wind or storms is not covered by the HOA insurance. Flood insurance may be desired or required. You are advised to speak to an insurance professional to learn what coverage is appropriate for your needs

AGE RESTRICTION: You must comply with the age restriction in the community. Rainberry Bay was established and is classified as Housing for Older Persons. Pursuant to the Fair Housing requirements, no one under the age of 18 years may reside in Rainberry Bay and every home MUST be occupied by at least one person that has achieved the age of 55 years or older. The only exception to the 55+ age requirement is for those who have inherited the property.

RENTALS: There is an application process for renting of all Homes and Villas. There is a minimum of two (2) years of ownership required BEFORE a unit may be rented. The only exception to the two-year rule is for those who have inherited the property. Rentals are allowed once per calendar year, beginning October 15th of each year, and ending September 30th of each year. Leases must be for a minimum of three (3) consecutive months and a maximum of 1 year.

MOVING: Rainberry Bay does not accommodate 18-wheel trucks. Please arrange for a smaller truck to deliver and /or remove your belongings. The use of PODS requires prior approval from Management.

VEHICLE RESTRICTIONS: Restrictions within the community are vigilantly enforced. No Commercial Trucks, Van, Campers, Boats, Trailers, or RVs (oversized vehicles) are permitted. Only passenger vehicles may be parked in parking spaces. The Villas may have parking spaces assigned to their specific unit, which are restricted to their personal use. Purchaser should inquire of seller which parking spots may be assigned to your unit. All other vehicles MUST park in designated Guest Parking spaces. There may be limited parking available on your street. If so, vehicles may be parking temporarily on EVEN sides of the street only (in the Homes sections) and must display the RB Bar Code or Guest Pass issued upon entrance through the Main Gate. No overnight parking on the street is permitted at any time. If you are purchasing a Home and own any of the above – mentioned vehicles, you will be required to keep them inside your garage.

ACKNOWLEDGEMENT OF RECEIPT OF ESSENTIAL INFORMATION

I/We, the undersigned, have reviewed and acknowledge my/our understanding of the Essential Information and have received a copy of it.

Print Applicant Name	Print Co-Applicant Name
Signature of Applicant	Signature of Co-Applicant
Date: _____	Date: _____

STATE OF _____ / COUNTY OF _____

Sworn and subscribed before me, appeared _____

Acknowledged and executed the foregoing instrument before me this _____ day of _____, 20____, and produced _____ as identification which is issued by a governmental agency.

Printed Name of Notary Public	Signature of Notary Public

NOTARY STAMP

READ FIRST: Complete all questions and fill in all blanks. All information supplied s subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, sale/rental can be canceled but your fee will not be refunded. *Rev. 6/14

APPLICATION FOR OCCUPANCY

Choose one: ☐ Purchase ☐ Lease ☐ Occupant ☐ Quit Claim Deed

Address applied for: _____ Unit #: _____

Applicant: _____ Date of Birth: _____ Social Security #: ☐☐☐-☐☐-☐☐☐☐

Have you ever been convicted of a crime? ☐ YES ☐ NO If Yes, Dates: _____ County/State: _____

Cell Number: _____ Email: _____

Co-applicant: _____ Date of Birth: _____ Social Security #: ☐☐☐-☐☐-☐☐☐☐

Have you ever been convicted of a crime? YES ☐ NO ☐ If Yes, Dates: _____ County/State: _____

Cell Number: _____ Email: _____

No. of people who will occupy unit (adults over 18): _____ Name: _____ Age: _____
Name: _____ Age: _____

SEVEN-YEAR RESIDENCE HISTORY: (INCLUDE STREET NUMBER, NAME, UNIT #, CITY, ST, ZIP)

Present Address: _____ Phone _____
Apt or Condo Name: _____ Residency Dates: _____

Previous Address: _____ Phone _____
Apt or Condo Name: _____ Residency Dates: _____

Previous Address: _____ Phone _____
Apt or Condo Name: _____ Residency Dates: _____

Applicant's Driver's License #: _____ State: _____
Co-applicant's Driver's License: _____ State: _____
Vehicle #1: Make: _____ Model: Year: _____ Tag/State: _____
Vehicle #1: Make: _____ Model: Year: _____ Tag/State: _____

Applicant's Signature: _____ Date: _____

Co- Applicant's Signature _____ Date: _____

ASSOCIATED CREDIT REPORTS, INC.
4690 NW 103rd Avenue, Sunrise, FL 33551
www.Associatedcreditreporting.com
Toll Free Fax: 800-235-7185

Phone: 754-216-0025
Toll Free: 800-676-7640
Fax: 954-635-2157
Established 1985

*******CREDIT AUTHORIZATION FORM*******

If the application is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility. By signing, the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit history, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

I/We hereby authorize Associated Credit Reports, Inc. to obtain data to verify all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank accounts, credit history, criminal record history, employment verification and character references. Attached is my nonrefundable application fee made out to RB Master Association.

I/We waive any privileges I/we may have with respect to the said information about its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. PLEASE INCLUDE A COPY OF DRIVER'S LICENSE(S) TO CONFIRM IDENTITY. If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

l/We acknowledge our rights as stated in the Fair Credit Reporting Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. l/We understand that Associated Credit Report, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Report, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. l/We further understand that this is a non-refundable process.

By signing below, l/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signatures below are my/our own proper legal signature. l/We certify (or declare), under penalty of perjury, that I/we agree to the foregoing and that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Report, Inc. harmless from the result of the investigation.

Print Applicant Name	Print Co-Applicant Name
Signature of Applicant	Signature of Co-Applicant
Date: _____	Date: _____

PURCHASE DISCLOSURE SUMMARY

BOARDS OF DIRECTORS: As a purchaser of property in this community, you will become a voting member of two Homeowner Associations: Master and Homes or Master and Villas. The boards consist of three Homes owners voted to the Homes Board, 3 Villas owners voted to the Villas Board and 3 directors voted to the Master Board. All nine make up the Master Board.

GOVERNING DOCUMENTS: There are recorded restrictive covenants governing the use and occupancy in this community. These documents will be made available to you electronically. The restrictive covenants cannot be amended without the approval of the Association Membership. The statements contained in this disclosure are summary in nature and as a prospective purchaser, you should refer to the Association Governing Documents and Rules and Regulations. Documents and Rules and Regulations: These include Declarations, By-Laws and Articles of Incorporation and drive the community. Rules and Regulations (which may be found on pp. 17-33 herein) are also an integral part of how the community runs.

CAPITAL CONTRIBUTION: The buyer is responsible for a one-time Capital Contribution due at closing equal to two (2) quarters of Master assessment. This amount is payable to the Rainberry Bay Master Association and noted on the cover page.

RECREATIONAL FACILITIES: There is no obligation to pay rent or land fees for recreational or other commonly used facilities as an obligation of membership in the Homeowners Associations.

MAINTENANCE INCLUSIONS: The Master Association covers all common property and amenities including basic landscaping, mowing and hedges. Comcast cable included in your assessment includes three DVR recorders and one modem. Phone numbers needed to activate your accounts: Comcast (800-266-2278); City of Delray Beach (561-243-7101) for water, sewer, and garbage; Florida Power & Lighting (866-290-8340). Garbage pickup is included in some Villas sections. If you need a new garbage bin/recycle bin (561) 202-2463.

ON-PREMISES MANAGEMENT: FirstService Residential is our property management company and their on-premises office is behind the Clubhouse. The main number is: 561-272-6560. They can be called Monday-Friday, 8:30 am - 4:30 pm for questions, work orders, and getting started in your new community.

COMMUNITY COMMUNICATION CHANNELS: The weekly eblast with timely information sent to those who have approved electronic receipt by email with the office; the Beacon newsletter (6 issues a year), delivered to community kiosks at Clubhouse, Theater and Tennis Center, email subscriptions and on the Rainberry website. It includes a calendar of events, volunteer opportunities, club and committee information and advertising opportunities; and MyRainberryBay.com, our community website containing information, the digital Beacon, and other special forms. It provides access to the FirstService, password-protected, secure website containing meeting minutes, monthly financials and community documents. This website also has links to pay your maintenance, due quarterly.

_____	_____
Print Applicant Name	Print Co-Applicant Name
_____	_____
Signature of Applicant	Signature of Co-Applicant
Date: _____	Date: _____

AGE VERIFICATION FORM

The Associations to which you are applying for Membership are age restricted. Please check with your Seller / Landlord and/or your Association Documents. Please complete the following information and submit your verification in the form of Driver's License, Certificate of Birth or Passport.
ASSOCIATION NAME: Homes Association Villas Association (Check the one that applies)

APPLICANTS' NAME(S), as it appears on the new recorded Deed:

Print Applicant / Resident Name	Date of Birth	Age
Print Co-applicant / Resident Name	Date of Birth	Age
Print Occupant Name (if different)	Date of Birth	Age
Occupant (if different) Name (Print)	Date of Birth	Age

Each of the undersigned certifies that the above information is true and correct. Within fifteen (15) days after any change, the undersigned will notify the Association of such changes in writing.

COPY OF AGE VERIFICATION IS REQUIRED: Please attach a legible copy of one of the following documents (circle appropriate document submitted: Driver's License, Birth Certificate, Passport, Immigration Card, Military ID, or any other official governmental document containing your birthdate.

Print Applicant Name	Print Co-Applicant Name
Signature of Applicant	Signature of Co-Applicant
Date: _____	Date: _____

STATE OF: _____ COUNTY OF: _____

Printed Name of Notary Public	Signature of Notary Public

NOTARY STAMP

DISCLAIMER FORM –

Please read and initial each item (Applicant and Co-applicant) and sign the statement at the bottom of the page

APP	CO	
☐	☐	I/We understand that only two (2) household pets are permitted, not to exceed thirty pounds at maturity. Service animals are not included in the two (2) pets ruling as to number and weight.
☐	☐	I/We understand that pets must always be walked on a six (6') foot leash and that we are responsible for cleaning up all waste from said pets deposited on the grounds.
☐	☐	I/We understand that the Association to which we are applying has leasing restrictions and we must own the property for at least two (2) years prior to leasing.
☐	☐	I/We understand that the Association to which we are applying will investigate my/our background and/or criminal background as the Association deems necessary. l/We specifically authorize said Association and/or its agent, to make such investigation and that the board of directors of said associations and/or its agents shall be held harmless from any action or claim by me/us in connection with the use of the information contained therein or any investigation conducted by the association and/or its agents.
☐	☐	I/We agree to provide any additional information and/or documentation as requested by the Association prior to final interview.
☐	☐	I/We understand the buyer is responsible for a one-time capital contribution due at closing equal to two (2) quarters of Master assessment. This amount is payable to the Rainberry Bay Master Association.
☐	☐	I/We have received, read, and understand the association rules and regulations attached and agree to abide by same and that a complete set of the rules and regulations have been provided to me/us by the seller or landlord, we further agree to be bound by and adhere to said rules and regulations.

By signing below, I/we acknowledge the foregoing information, and agree to comply with all Rules and Regulations set forth by Rainberry Bay Master Association, Rainberry Bay Homes Association and Rainberry Bay Villas Association.

_____	_____
Print Applicant Name	Print Co-Applicant Name
_____	_____
Signature of Applicant	Signature of Co-Applicant
Date: _____	Date: _____

PETS
NO PETS/NOT APPLICABLE ☐

Rainberry Bay is a pet-friendly Community. The rules governing pets is fully described in the Rainberry Bay Rules and Regulations. All pets must be licensed in accordance with the regulations of the City of Delray Beach and Palm Beach County and must have all inoculations up-to-date and maintained, as verified by the attending Veterinarian's signature of record with current weights.

Each Owner/Occupant agrees that it is their responsibility to pick up any animal waste from the grounds and properly dispose of the waste. If you have a Service Animal/Assistance Animal, copies of all supporting documentation of the specific animal MUST be attached to this application substantiating the need for said animal from an attending physician and MUST be in accordance with all FHA and State of Florida regulations pertaining to this specific type of pet. All medical information will be kept in strict confidence and held in a secure location following processing. Pets must be leashed at all times and cannot be left alone in the patio area of any home/villa.

1. I/We understand that only two household Pets are permitted and must meet the weight requirement of a maximum of 25 pounds or an aggregate weight of both pets of 30 pounds at maturity, per Rainberry Bay Rules. We also understand that these pets MUST be walked on a maximum of a 6-foot, non-retractable leash at ALL TIMES under the complete control and custody of the owner, and that I/we are responsible for cleaning up all waste from said pets and disposing of it properly.

Signature _____

2. A signed document from an attending Veterinarian must be provided with weight of the animal and verification of current inoculations.

Signature _____

3. A picture of each pet MUST accompany this application and, should said pet be replaced by another, ALL information, including a recent picture of the pet MUST be supplied to the office immediately upon the pet taking residence in the unit.

Signature _____

4. I/We as Purchasers or Tenants of a Home or Villa at Rainberry Bay hereby attest to the following:

Pet #1 Name	Breed	Cat/Dog/other	Color	Weight
Pet #2 Name	Breed	Cat/Dog/other	Color	Weight

Signature _____

SERVICE/ASSISTANCE ANIMALS

NOT APPLICABLE ☐

- To qualify for an accommodation, for a Service or ESA animal, please refer to the application page for requirements. This application and the supporting material must be submitted to and approved by the Management Office prior to any service or ESA animal being permitted to enter or occupy any lot or home.
- In accordance with both FHA and Florida Statute requirements, Service/Assistance animals can reside in Rainberry Bay with their Owner.

RESTRICTIONS

- Owners will assume full responsibility for any damage to persons or property caused by their animal.
- Animals may be walked on the sidewalks and streets of Rainberry Bay and around the lake path.
- Service/Assistance animals are bound by the same rules as pets regarding the following:
- Whenever leaving home, the Owner must keep the animal on a leash of no more than six (6') feet in length or placed in an animal carrier, under the complete custody and control of the Owner always.
- The Owner must immediately remove all animal waste and must thoroughly clean up after the animal.
- Waste must be bagged when deposited into dumpster and may not be tossed into storm drains, the lake or recycling bins.
- No animal can constitute a nuisance or source of annoyance to any other Owners or Residents using the pool deck or any other common area.
- No animal can be left unattended on any patio or balcony, or anywhere outside of the Home, at any time.
- All items under "Nuisances" of the Rainberry Bay Rules and Regulations will apply.

- Submitting a certificate purchased on the internet for your emotional support/service animal is a misdemeanor and your application will be denied.

Rainberry Bay Master Association, Inc.

APPLICATION FOR A SERVICE ANIMAL

NOT APPLICABLE ☐

Date of Application: _____

Owner Name: _____

Owner Address: _____

Type and Breed of Animal: _____ Weight: _____ Age: _____

The following items are necessary to complete the application process:

- ☐ Picture of animal
- ☐ Veterinarian Certification verifying current vaccinations and spay/neuter proof.
- ☐ Proof of Rabies license tag.
- ☐ Written proof of specials skills/training/certification of the animal.
- ☐ Letter from a treating physician or other health professional such as a psychiatrist, psychologist, social worker, or counselor, who is qualified to make such a diagnosis of a physical or mental disability and who has treated the patient. The letter must detail the major life activity/activities that are substantially limited due to the disability. It must show the person has specific symptoms that are lessened because of the animal and indicating that the animal is medically necessary to treat the disability. *
  - The healthcare provider letter is NOT part of the official records open for inspection and will be stored in a locked safe in the office.
  - NOTE: As of July 1, 2020, an amendment to Florida's Fair Housing Act (SB1084) states that it is a misdemeanor to provide false or fraudulent information for a service or emotional support animal. Submitting a certificate purchased on the internet for your emotional support/service animal is a misdemeanor and your application will be denied.

I, _____, Owner, acknowledge that I have read the attached Rainberry Bay Master Association, Inc. Rules and Regulations pertaining to Service Animals and do hereby agree, that if this application is approved, to fully abide by said Rules and Regulations. Further I hereby agree to indemnify, defend, and hold harmless the Association, its officers, directors, employees and contractors against any claim, damage, loss, or expense, including reasonable attorney fees and costs arising from my Service Animal.

_____

Owner Signature

Reviewed and approved by: _____

Management Office_____ Date:_____

Rainberry Bay Master Association, Inc.

APPLICATION FOR AN EMOTIONAL SUPPORT ANIMAL

NOT APPLICABLE ☐

Date of Application: _____

Owner Name: _____

Owner Address: _____

Type and Breed of Animal: _____ Weight: _____ Age: _____

The following items are necessary to complete the application process:

- ☐ Picture of Animal
- ☐ Veterinarian Certification verifying current vaccinations, and spay/neuter proof
- ☐ Proof of Rabies License Tag
- ☐ Written proof of specials skills/training/certification of the animal.
- ☐ Letter from a treating physician or other health professional such as a psychiatrist, psychologist, social worker, or counselor, who is qualified to make such a diagnosis of a physical or mental disability and who has actually treated the patient. The letter must detail the major life activity/activities that are substantially limited due to the disability. It must show the person has specific symptoms that are lessened because of the animal and indicating that the animal is medically necessary to treat the disability. *
  - The healthcare provider letter is NOT part of the official records open for inspection and will be stored in a locked safe in the office.
  - NOTE: As of July 1, 2020, an amendment to Florida's Fair Housing Act (SB1084) states that it is a misdemeanor to provide false or fraudulent information for a service or emotional support animal. Submitting a certificate purchased on the internet for your emotional support/service animal is a misdemeanor and your application will be denied.

I, _____, Owner, acknowledge that I have read the attached Rainberry Bay Master Association, Inc. Rules and Regulations pertaining to Service Animals and do hereby agree, that if this application is approved, to fully abide by said Rules and Regulations. Further I hereby agree to indemnify, defend, and hold harmless the Association, its officers, directors, employees and contractors against any claim, damage, loss, or expense, including reasonable attorney fees and costs arising from my Service Animal.

_____

Owner Signature

Reviewed and approved by: _____

Management Office_____ Date:_____

INDIVIDUAL HOMEOWNERS AND FLOOD INSURANCE

The Rainberry Bay Associations maintain insurance coverage for common areas ONLY and does NOT provide any type of individual insurance coverage for any portion of your Home or Villa or your personal belongings.

Obtaining an Individual Homeowners Insurance Policy (HO-3) and paying the ongoing premium for the coverage is the exclusive responsibility of each Home Owner and Villa Owner. In addition, Flood Insurance is a separate type of coverage issued on an individual basis by FEMA. It is highly recommended that you consult your own insurance professional to discuss these types of policies and secure coverage based upon your individual needs.

Again, it is the SOLE RESPONSIBIITY of EACH UNIT OWNER to secure Individual HOMEOWNERS, RENTER'S, and FLOOD insurance coverage.

I have read and fully understand the above responsibility of obtaining INDIVIDUAL INSURANCE policies for my residence and understand that the Associations will not be responsible for any loss to my home or personal belongings.

Applicant Name (Print)	Co-Applicant Name (Print)
Applicant Signature	Co-Applicant Signature
Date: _____	Date: _____

EMERGENCY CONTACT INFORMATION

Applicant/Resident Name (Print)	Home Telephone	Cell Phone	Email address

In the event an emergency arises that affects your unit, and you are away from your home or cannot be reached, who should we contact? This would include instances such as break-ins, water leaks into or from your home, fire, etc. Please provide three contact persons with all telephone numbers and email addresses where they may be reached.

Local Contact	Email	Phone
☐ Key		

Local Contact	Email	Phone
☐ Key		

Local Contact	Email	Phone
☐ Key		

It is suggested that at least two (2) of your contacts live in the local area and have a key to your unit. Please make sure to indicate if they have a key or not.

RAINBERRY BAY RULES & REGULATIONS 2016

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DEFINITIONS:

As used in this document, the following definitions apply:

- BOD will mean and refer to the full 9-member Master Board of Directors of Rainberry Bay.
- HOA will mean Homeowners Association for any home or villa in Rainberry Bay.
- RB will mean Rainberry Bay.
- LESSEES will mean persons who have leased or rented a unit within Rainberry Bay.
- OWNERS will mean owners of homes or villas in Rainberry Bay.
- R&R will mean Rules and Regulations of Rainberry Bay.
- Architectural Committee is the executive arm of the Architectural Control Board of Rainberry Bay.

GOVERNING DOCUMENTS:

By virtue of ownership, leasing or use of property or facilities at Rainberry Bay, each owner, lessee, guest, or other person is bound by and agrees to comply with all Rules & Regulations set forth in this document, which may be amended from time to time by the BOD of Rainberry Bay.

The foregoing Rules & Regulations will in no way amend or alter the articles of incorporation, or the covenants or bylaws of Rainberry Bay, but will only be supplemental thereto. in the event of any conflict, order of authority will be the Rainberry Bay documents, articles of incorporation and bylaws.

PREAMBLE:

- To preserve and maintain the beauty and high standards of quality of the Rainberry Bay Community, the Board of Directors has adopted certain rules and regulations which are delineated within this document.
- The Rules and Regulations will apply to all property owners within Rainberry Bay and are binding upon both Homeowners and lessees, their guests and service people.
- Rainberry Bay provides amenities for its Residents and these Rules have been thought through carefully to safeguard this community for generations to come. The Master Association is charged with the upkeep of all our amenities.
- Careful consideration has been given to the welfare and safety of our Residents and guests, and for the maintenance of our community. These Rules and Regulations are adopted to ensure safe and tranquil enjoyment of all our facilities.

OVERVIEW:

Posted traffic regulations must be obeyed. Community traffic signs must be respected with full compliance. These include stop signs, speed limit signs, no parking signs, marked pedestrian crosswalks and any new or revised restrictions that may be added by the Board of Directors. Speed limits are 25 mph and there is absolutely no parking on the odd side of any street in the Homes areas.

BASIC RULES FOR ALL FACILITIES AND EQUIPMENT INCLUDE:

- To avoid liability, no Residents should enforce the rules themselves. Call Security, the Property Manager and/or the police for rule infractions.
- No smoking in any building, around any doorways, inside pool fences or on tennis courts.
- All visitors to any public building must be dry, covered appropriately, with shoes on. Others will be asked to leave.
- No children under 16 years of age may use any of the amenities without an adult to supervise and attend them.
- All pets and service animals must be leashed and attended anywhere within the community.
- Every Resident is required to clean up after themselves after using any of the equipment or facilities and not leave litter, garbage, or animal droppings behind.
- Rainberry's Lake Delrain is not to be used for any recreational activities except fishing. This includes swimming, wading, or boating.

CLUBHOUSE:

The Clubhouse Committee oversees the conditions in the building and makes recommendations to the Board to improve these conditions. The committee will ensure that equipment needed for scheduled events is available, such as microphones and room setup.

USE OF THE CLUBHOUSE

- HOURS: The clubhouse is open every day from 6:00 AM to 11:00 PM
- Special opening and closing hours may be specified only by the Board of Directors.
- Security is responsible for the actual opening and closing of the facility.
- Attendees of any event will vacate the clubhouse by 11 PM.
- Clubhouse use forms are available in the Management Office and must be filled out and filed with the office.
- The Calendar Committee, a Board-appointed Committee, is solely responsible for scheduling all events in the clubhouse.
    - Private affairs and parties by any Owner or any Rainberry Bay club must be approved by the Board of Directors through the Calendar Committee.
    - Open meetings or gatherings for religious or political purposes are allowable if serving as a private event, though they cannot be officially sponsored.
- Speakers cannot be actively campaigning, and all sides must be given the opportunity to participate.

- Fees and appropriate deposits for rental of the clubhouse for private use by a Resident will be set by the Board.
- When admissions are charged, attendance will be exclusive and limited to those persons who have paid the charge, the total number not to exceed the posted fire code limit.
- Both Rainberry Bay clubs and private party sponsors are required to leave all areas as found.
- All Residents are responsible for disposing of garbage or litter into the proper receptacles from any area utilized by them.
- Security costs, cleanup, and repair or replacement costs exceeding any deposit will be borne by the party's Resident sponsor.
- Security personnel must remain at the clubhouse until all guests have left the area and the building has been securely locked.
- Security may escort from the property any attendees who violate the Rainberry Bay Clubhouse Rules and Regulations, i.e., smoking, becoming disorderly, or damaging property.
- Delray Beach police may be called for assistance should Rainberry security be unable to cope with any disturbance that might ensue.

USE OF THE BILLIARD, FITNESS, SAUNA, AND STEAM ROOMS

- Specific rules are posted in these rooms.
- No food or drink (except bottled water) are to be used in any room.
- No person under the age of 16 may enter or use the Fitness or Billiard rooms without adult supervision and they are not permitted in the Steam Room or Sauna under any circumstances.

THEATER

The Rainberry Bay Theater has been professionally designed and contains technical equipment to be used for different types of events. It is managed by the Theater Management Committee under direction of the Board of Directors and general admission is limited. Theater Management will assist the groups who use the Theater to provide the equipment needed and ensure that all safety rules are followed.

USE OF THE THEATER FOR EVENTS

- During annual or special elections, there will be no electioneering inside the building, including handing out of campaign literature.
- All visitors to the Theater must be dry, covered and with shoes on. Others will be asked to leave.
- There is NO SMOKING in any area of the theater at any time.
- The theater is open for Rainberry Bay activities only as announced in the Calendar of Events or for Board- approved special events.
- The theater is to be kept always locked when not in use.
- For special room set-ups and special equipment requests, Theater Request forms must be filled out and returned to the Management Office at least 2 weeks in advance.
- Security is responsible for opening and closing the theater for authorized personnel and scheduled events. Last person out must call security and wait for their arrival.
- Security must be provided in the theater by the renter of the facility using the Rainberry Bay security company. Security personnel will remain at their posts until all guests have left the theater regardless of time, and the theater has been securely locked.
- Costs for Security, cleanup, and repair or replacement will be borne by the Resident sponsor.
- Specific Rules for Use of the Theater including use of the sound and lighting equipment may be obtained from the Theater Management Committee.
- The Calendar Committee is responsible for scheduling all events in the theater.
- Private affairs and parties by any Owner, renter or any non-chartered Rainberry Bay group are prohibited except as approved by the Board of Directors.
- All clubs must remove decorations and sets used for event within three (3) days.

- Open meetings or gatherings for religious or political purposes are allowable though cannot be officially sponsored.
- Outside speakers cannot be actively campaigning, and all sides must be given the opportunity to participate.
- Nothing is to be attached to the sound baffles, curtains or inside the lobby windows.
- No pins or tape other than blue painters' tape may be used to attach to walls or to mark the floor.
- Nothing is to be dragged across the stage or the dance floor.
- All ticket sales are scheduled on Mondays and Thursdays from 4:15 to 5:15.
- Ticket sellers must call Security to unlock and WAIT for them to secure the building after sale time.
- For activities outside of Rainberry Bay (extended cruises, etc.), parking is allowed only in outer parking lot.

THEATER KITCHEN

- Specific Rules for Use are posted in the kitchen. After 11:00 pm, special provisions must be made for cleanup.
- Rainberry Bay clubs and private party sponsors are required to remove all leftover food and beverage containers, and other waste from the theater and theater kitchen at the conclusion of a function.
- Waste and garbage must be bagged and deposited in the theater dumpster.
- All equipment must be left clean and put away after use.

SWIMMING POOLS AND SPAS

Malfunctions in any pool must be reported immediately to the Management Office or Security. NEVER tamper with any mechanical equipment within the pool area. Pools and spas may be used from dusk to dawn. Currently, to prevent liability to Rainberry Bay, the pools will be locked after dusk until such time as one or more can be properly licensed by Palm Beach County regulations for nighttime use. Residents will be notified when an individual pool is properly illuminated. It is not recommended that anyone ever be in the pool alone.

USE OF SWIMMING POOLS & SPAS

- Only persons who are Residents, guests or approved renters will be allowed the use of the pools or spas.
- All persons using the pool do so at their own risk. There is never a lifeguard. Users of any pool must assume all liability in the event of an accident, holding Rainberry Bay harmless in any legal action.
- No smoking within the gated area of any pool.
- Individuals who are incontinent or wear ostomy devices are not allowed to use the pool or spa.
- Open wounds or bandages on any part of the body are not allowed in any pool or spa.
- Everyone MUST rinse at the pool shower prior to entering the pool or spa. Shampoo, soap, or razors are not permitted at any pool site.
- People will not be permitted in the pool or spa unless attired in proper swimwear.
- People without a shirt or shoes or dressed in swimwear on any common area will be stopped. Men must always have shirts on, and women must wear a cover up when walking on any areas of the common grounds except for the pool decks.
- Service dogs are allowed within the gated area of any pool but never inside the pools.
- No diving, jumping, ball playing, running, skating or rough play of any type is permitted in or around the pool.
- No more than the capacity of the number of persons listed at each pool site is allowed in the pool.
- Cover pool furniture with towels to protect from oils or suntan lotion.
- No pool toys other than noodles and arm floats may be used in any pool.

USE OF FOOD, LIQUIDS AND ALCOHOL

- No glass allowed on pool deck or in any pool at any time.
- Food and drink may be brought into the pool areas ONLY in non-breakable containers.
- Pool areas must be left entirely clean after any party or gathering.
- No person deemed by Security to be "under the influence" of alcohol or drugs will be permitted in the
- enclosed pool area.
- Rainberry Bay Security has the right to eject anyone from the pool area in the event of unruly conduct. Violators may be subject to loss of facility privileges.
- Security personnel will ask for the name and address of the Homeowner, visiting family or guests who are not conducting themselves according to these regulations.

CHILDREN AT THE POOLS AND SPAS

- Children who are not toilet-trained are NOT PERMITTED in any of the pools.
- An adult must supervise any child under twelve (12) years of age.
- No children under the age of twelve years are permitted in the spa.
- It is the responsibility of the supervising adult to ensure that children observe the rules.

TENNIS

There are 10 Har-Tru Courts available for the use of Residents and their guests. All guests must be accompanied by a sponsoring Resident. No individual should ever confront a possible rule violator but, instead, should contact the Tennis Director or call Security.

COURT USE BY RESIDENTS AND GUESTS

- Tennis courts are open from 8:00 AM to 10:00 PM. No play or warm-up is allowed before 8 AM
- The Tennis Program in Rainberry Bay has two seasons: Winter Season (November 1-April 30) and Summer Season (May 1-October 31). Note: Rules can be different in each season.
- All players will be properly attired and will wear tennis sneakers suitable for Har-Tru surfaces only. No running shoes are permitted.
- The Tennis Director is responsible for assigning courts in the following level of priority:
    - Groups with four (4) Residents are first to be assigned
    - Three (3) Residents and one ()1 guest are next
    - Two (2) Residents and two (2) guests are next.
    - One (1) Resident and 3 guests are last to be assigned.
- Reservations for playing time must be made no later than 11:00 AM on the preceding day or no earlier than seven days in advance.
- Reservations must be made on the forms provided in the pro shop.
- Unassigned courts will be available on a first come- first serve basis.
- On unassigned courts, if players are waiting, singles will be limited to one hour and doubles limited to 1 ½ hours.
- Resident singles will be assigned only after all Resident doubles have been assigned.
- House guests (overnight guests), playing with Residents, may use the court in the same manner
- as Residents and will be identified on the reservation form as “H Guests.”
- A Day Guest who has been approved as a permanent day guest of one of the Residents in the community and wishes to play tennis, must be named on a tennis reservation form no later than 11AM on the preceding day for each day of play and is expected to play with the sponsoring Resident.
- During the winter season a Day Guest may not play more than 3 times per week. Failure to follow this protocol will deny a day guest entry into Rainberry Bay.
- Day Guests who play for Rainberry Bay in the PBC senior league, (January thru March) may play 3 days per week which includes practice and home matches.
- The court designated as the “Pro Court” will be reserved for instruction. When not being used by the pro,
- it will be available for general use.
- No food can be brought onto the courts and all beverages must be in cans, plastic unbreakable containers, or non-glass thermos bottles.
- Bicycles and motor bikes must be parked in the bicycle racks located in the parking lot. Parking in the center of the Tennis Complex is not permitted.
- All children under sixteen (16) will be accompanied by adults.
- All special tennis events will get preferred court time. League play has priority only after 11:00 AM.
- The ball machine is available on a first come, first served basis. During the Winter Season, the ball machine may not be used before 11:00 AM.

COURT MAINTENANCE

- No play is allowed immediately after rain or watering of courts.
- The Tennis Director, the Property Manager or the Tennis Liaison will decide when courts are playable.
- Absolutely no furniture, bicycles, skateboards, or carriages are permitted on courts at any time.
- Pets are allowed only in the East-West grassy area between the Tennis Pro Shop, towards the handball courts.
- Pets are never allowed on the courts.
- Disruptive animals and their owners will be asked to leave.

ETIQUETTE

- Do not enter the court area before your assigned time and leave court area promptly after completion of play when others are on the court or waiting.
- Keep your voice down and keep common conversation to a minimum so you don't disturb players on other courts.
- Never argue over points or haggle over score.
- If a ball enters another court do not retrieve it. The other players will return it as soon as possible.

GRIEVANCE COMMITTEE: (Formerly the Rules Enforcement Committee)

Each Resident, their tenants and guests are governed by, and must comply with the governing documents and the rules of Rainberry Bay. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association.

COMMITTEE MAKEUP

- The Board will appoint a minimum of a three (3) member committee, plus two alternates, for a two-year
- term beginning every other year in March after the Homeowners' Annual Meeting.
- The chair will designate one member of the committee to act as recording secretary, responsible for recording all proceedings electronically.
- At least three members must be present at every meeting.

PROCEDURE OF NOTICES

- When an infraction of the rules is observed by Security or Management, they will notify the violator and file an incident report.
- Management will issue a letter acknowledging receipt of report of violation of rule and setting a time/ date for compliance.
- If non-compliance by scheduled date, a 2nd letter will be sent, stating that the violation remains unattended, and the matter will now go to BOD for possible fines.
- The 3rd letter will stipulate that the BOD has levied a fine and the resident has fourteen (14) days to remedy the violation, pay the fine, or take it to the Grievance Committee.

FINES AND PENALTIES

- If the Board of Directors votes that a fine or suspension is justified, the following will occur:
    - A fine or suspension will be imposed by the Board of Directors with at least 14 days' notice to the person sought to be fined or suspended.
    - An opportunity for a hearing before the Grievance Committee will be noted.
    - The Board of Directors may levy reasonable fines. A fine may not exceed $100 per day per violation for a maximum of $1,000.
    - A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed $1,000 in the aggregate.
    - In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.
- The role of the Grievance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.
- If the Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- The Board of Directors may suspend the voting rights of a Resident for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90-days delinquent.

- The suspension ends upon full payment of all obligations currently due or overdue to the Association.
- All suspensions imposed must be approved at a properly noticed Board Meeting. Upon approval, the Association must notify the Resident by mail or hand delivery.

APPEALS

- Appeals can be brought to the Grievance Committee at an appointed hearing.
- At that meeting, the violator can provide the reasons why the fine should not have been levied.
- If the Committee agrees, the fines will be dismissed, and the Board will be notified.
- If the Committee upholds the fine, the violator will be notified and required to pay the fine.

PARKING AND MOTORIZED VEHICLES

- Safety and Security will review all citations issued for violations of parking rules. Depending on the infraction, the vehicle may be towed away at the expense of the vehicle's owner. Maintenance and security vehicles are exempt.
- Parking Violations
- Handicapped Parking spaces are only for the designated handicapped person and his/her driver. Anyone else parking there will be fined.
- If you don't have a handicapped license plate, hang the blue permit on the rearview mirror with
- the expiration date showing. Remove before driving.
- Park properly in disabled space. Do not park in striped area.
- Parking on Rainberry Circle is never permitted except when all the spaces are occupied in the theater or clubhouse parking lots. Street parking will be allowed on the inner Rainberry Circle only.
- Other Parking Violations which can incur fines or towing:
- No parking on the driveway into the parking lots.
- No parking along the sides and around the circle directly in front of the clubhouse.
- No parking if it will block a Resident's driveway.
- No parking on odd sides of street in Homes areas.
- No on-street parking is allowed between midnight and 6:00 AM.
- No parking in another Homeowner's space without permission from the owner.
- No parking on the grass anywhere in the community.
- No vehicle may be parked that may impede the work of emergency vehicles, mail carriers or garbage trucks.
- No parking of non-operable or unregistered vehicles in any parking area, including driveways.
- Guest parking spaces are not to be used for long term parking or storing old or unregistered cars. Violators may be towed.
- Parking is permitted in cul-de-sacs, and, in the Tennis Villas area, guest parking is allowed on both sides of the street but not blocking a resident's driveway.
- Motorized Vehicle Violations
- No motorized bicycle, moped, golf cart or any vehicle is permitted to park or ride on or over any path, common ground, or private lawn.
- Movement is confined to roads, driveways, and designated parking areas only. Maintenance, security vehicles and power-driven wheelchairs are exempt.
- No commercial vehicles, campers, vans without side windows, mobile homes, motor homes, boats or house and boat trailers can be parked or stored anywhere without permission in advance from the Board.
- No 18-wheel trucks are allowed inside the community. Homeowners transporting vehicles must plan for pick up or delivery outside of the community.

SAFETY & SECURITY (Formerly Security)

This committee monitors issues such as traffic safety, issues of entry to the community, neighborhood lighting and other topics that affect the general safety and welfare of Rainberry Bay Residents.

VISITOR CALL-INS

- Visitor Call-In Notification is the responsibility of the unit owner or tenant.
- All known visitors, deliveries and service people must be called into the guardhouse (561-276-8188) prior to arrival.
- All visitors must show a valid driver's license.
- Unexpected visitors will be refused entry unless the security guard communicates with Resident for entry permission.
- All visitors and contractors are required to obtain a daily pass and the pass is to be clearly always displayed on the vehicle dashboard.

RESIDENTS' ENTRY

- All Residents' vehicles must have a Rainberry Bay vehicle barcode sticker permanently displayed on the driver's side rear window.
- The barcode is obtainable at the Management Office upon presentation of the vehicle registration and a
- valid driver's license.
- If a Resident is using a temporary vehicle, obtaining a color-coded, monthly pass from the Management Office will allow him/her to enter through the Resident gate by showing the pass to the guard on duty.
- Guest Passes and Permanent Lists
- Guest Passes are color coded, good for 30-days each month and are obtainable at the Management Office.
- They must be prominently displayed on the vehicle dashboard or rear-view mirror.
- Used for guests on the Residents' permanent list of five (5) qualified visitors.
- The permanent guest list should be updated by Residents every January.
- Guest Passes and Permanent Lists must not be used to gain entry for:
- Health aides, household help, gardeners, or other contractors.
- Entry is through the Guest Gate and requires the display of a valid driver's license.

COMMERCIAL VEHICLES

- All commercial vehicles belonging to private contractors, cleaning services, landscapers, etc., allowed on the site should have identification.
- When a commercial vehicle arrives without identification, the driver will be informed of the rule and allowed to enter the first time.
- Should the vehicle come a second time without proper identification, the vehicle will be turned away.
- No commercial vehicles can use the Davis Road entrance.

DAVIS ROAD ENTRY

- Entry through the Davis Road gate will be by Residents' barcode.

PETS

- Residents may own only two pets maximum. One pet may have a mature weight of no more than twenty-five (25) pounds, or two pets with a mature combined weight not to exceed thirty (30) pounds.
- The Association requires all the following to be submitted with the written request for any animal:
    - Recent picture of animal
    - Proof of all inoculations required.
    - Proof of rabies license tag.
    - Certification from a licensed veterinarian attesting to the mature weight of the pets prior to purchase or lease of a home.
- No pet may be bred or maintained for commercial purposes.
- Feeding feral animals is forbidden.
- Owners will assume full responsibility for any damage to persons or property caused by their pets.
- Pets may be walked on the sidewalks and streets of RB and around the lake path.
- Owner must immediately remove all animal waste and must thoroughly clean up after the pet in accordance with all

provisions of the Association governing documents, including the Rules and Regulations, and any City or County law or ordinance.

- Pet waste must be bagged when deposited into dumpsters and may not be tossed in storm drains or the lake. Blind people who use service dogs are exempt from this rule.
- Animals must be confined to the Owner's Lot or Home. No animal can be left unattended on any patio or balcony, or anywhere outside of the Home, at any time.
- Animals are not allowed in common areas, except during transit to and from the building.
- No pets are allowed on the pool deck, except where required by law. Any such animal shall not be allowed to constitute a nuisance or source of annoyance to any other Owners or residents using the pool deck.
- Whenever leaving the dwelling, the Owner must keep the animal on a leash of no more than six feet (6') in length or placed in an animal carrier, under the complete custody and control of the Owner always.
- A fine may be imposed if pets are in recreation areas or inside buildings.
- With three (3) days' notice to the Owner, the Board may permanently remove a pet which disturbs the
- peace and quiet of neighboring households.

NUISANCES

If a pet, a service, or an assistance animal's behavior constitutes a nuisance as defined in the Declaration of Restrictions or is otherwise deemed dangerous in the sole discretion of the Board of Directors, the Owner will be required to immediately remove the animal from the premises.

- A "dangerous animal" is any animal which:
  - Has bitten, attacked, endangered, or inflicted injury to any person or animal.
  - Has chased or approached any person or animal in the community in a menacing fashion when unprovoked.
  - Has been classified as "potentially dangerous," "dangerous" or "vicious" by any governmental authority.
- In addition, an animal's behavior is considered a nuisance under the following circumstances:
  - Where the animal causes personal injury or property damage.
  - Where the animal makes an excessive amount of noise for an excessive period, beyond what is considered normal and reasonable.
  - Where the animal can urinate or defecate anywhere on the property, and the Owner fails to promptly clean up after the animal.
- Failure of the Owner to strictly comply with any provision of these Rules and Regulations will result in automatic revocation of approval of the animal, be it service, assistance, or pet, and will require immediate removal of the animal from the premises.

SERVICE / ASSISTANCE ANIMALS

In compliance with both FHA and Florida Statute requirements, Service/Assistance animals can reside in Rainberry Bay with their Owner.

REQUIREMENTS

- A written request must be submitted to and approved by the Property Manager prior to any service or assistance animal being permitted to enter the property or occupy any lot or home.
- The following information is required to be submitted with the written request:
  - Written proof of special needs must be provided to the Property Manager from a treating physician or other health professional who is qualified to make such a diagnosis and who has treated the requesting Owner.
  - A recent picture of the animal.
  - Proof of all inoculations.
  - Proof of current rabies tag.
- All medical information submitted to Management about an Owner's disability will be held in strictest confidence and, after review, will be sealed and stored in a secure location.
- The Property Manager reserves the right to ask the Board to seek further information regarding a submitted request to ensure it complies with Fair Housing requirements and Rainberry Bay rules and regulations.
- The Owner's file will reflect that a service animal resides in the home.
- When an Owner of a Service/Assistance animal no longer resides at Rainberry, the remaining residents of the

household must notify the Property Manager.

- They may submit a request to keep the animal as a pet.
- Special access or accommodations will no longer apply to the animal.
- If the animal should be removed or die, it must be replaced with another animal that complies with the Rules & Regulations set forth hereunder.

RESTRICTIONS

- Owners will assume full responsibility for any damage to persons or property caused by their animal.
- Animals may be walked on the sidewalks and streets of RB and around the lake path.
- Service / Assistance animals are bound by the same rules as pets regarding the following:
- Whenever leaving home, the Owner must keep the animal on a leash of no more than six feet (6') in length or placed in an animal carrier, under the complete custody and control of the Owner always.
- The Owner must immediately remove all animal waste and must thoroughly clean up after the animal.
- Waste must be bagged when deposited into dumpsters and may not be tossed in storm drains or the lake.
- No animal shall be allowed to constitute a nuisance or source of annoyance to any other Owner or residents using the pool deck.
- No animal can be left unattended on any patio or balcony, or anywhere outside of the Home, at any time.

TRASH AND RECYCLING

VISIBILITY

- When not in use, trash cans must be hidden from street view, either kept in one's garage or behind screens or fences.
- Garbage and recycling containers should be put out no earlier than 4:00 PM the night before pickup.
- All empty containers must be removed from the street by 11:00 PM the day of pickup. (BOD motion 8/11/17)

PICK-UP

- Trash pickup dates are determined by the City of Delray Beach.
- Recycling material is picked up Tuesday.
    - Blue bins contain aluminum and steel cans, drink boxes, glass bottles and jars, milk and juice cartons, plastic containers #1-7.
    - Yellow bins contain cardboard, paper bags, dry food boxes, unwanted mail, newspapers, magazines, catalogs, and telephone books.
- Garbage Pickup is twice a week on Tuesday and Friday.
- All trash not placed in metal or plastic containers must be put out the morning of pickup.
- Styrofoam containers go in garbage.
- Bulk Pickup and Vegetative Waste Pickup is on Friday.
- Lawn clippings, tree and bush cuttings must be tied.
- Large items (e.g., appliances, furniture, etc.) must be put curbside Thursday after 4 pm.

DUMPSTERS

- Dumpsters have a limited capacity and are for Villas use only.
- All garbage thrown in dumpsters must be placed in tied plastic bags.
- Contractors must remove all construction waste from the premises and not dump in dumpsters.
- Hazardous Waste
- Hazardous waste must not be disposed of with regular garbage or placed beside regular garbage containers.
- Hazardous waste must not be disposed of with regular garbage or placed next to green containers. For proper removal, contact the Green committee.
- Computers, electronics, batteries, gas cans, propane tanks, pesticides, fluorescent bulbs, flares, thermometers, paint and used cooking oil are considered hazardous. For proper removal, contact the Green Committee.

HURRICANE AND DISASTER PREPARATION

PREPARATION

- All outside items such as, but not limited to, hoses, plants, pots, barbecue grills, propane tanks and any other potential flying objects must be secured within the home and not left outdoors.
- Propane tanks should be buried underground or stored in an out-building. It is not recommended they be stored in the garage.
- Residents are required to fill out completely and submit to the Management Office an emergency information form. This needs to be updated whenever necessary.

GENERATOR USAGE

- Delray Beach ordinance recommends that placement of generators be at least ten to twenty-five (1025) feet from a building, directing fumes away from any home.
- Generator exhausts contain DEADLY carbon monoxide, an invisible and odorless gas. It is recommended that you install a CO2 detector.
- Portable generators can run only between the hours of 7 AM and 10 PM.
- Exceptions will be allowed if there is a medical necessity as prescribed by a licensed physician in writing and on file with the Management Office.

UNOCCUPIED RESIDENCES

- In the event of an emergency, we strongly advise that Homeowners make provisions with a neighbor for access to the premises with a key.
- Do not leave the garage code as the only access point since electricity may not be available and the garage door will not be accessible.
- At least one Rainberry Bay Resident should have keys and access to your home. Management should be advised as to your contact person.
- We strongly advise that the Management Office, your Block Captain and C.E.R.T. sector leader be aware that you are away and that the home will be unoccupied during hurricane season.
- Be sure Management has your away address and the period you plan to be away from Rainberry Bay. If you have a house watcher, be sure the office knows who that person is.

RENTALS AND RESALES - Rules

- No member of the Rentals and Resales Committee may own investment property in Rainberry Bay.
- No home may be leased during the first two years after purchase.
- The 2-year restriction does not apply if the home is inherited rather than purchased, and the heir cannot move into the unit.
- No persons will occupy the home without the Owner in residence for a period to exceed thirty days, except as hereinafter set forth.
- Occupancy more than thirty (30) days by immediate family members will not be considered a lease if compensation is not paid for the occupancy of the home.
- Should occupancy result in greater than thirty (30) days, family member must be registered with the office at a cost and a bar code must be issued for any vehicle.
- The term “lease” includes any occupancy of a home by a non-record title owner in exchange for value, including but not limited to rent payments.
- The lease must be executed in accordance with the lease restrictions and other provisions of the governing documents.
- Occupancy more than thirty (30) days will be deemed a lease. If it occurs during the first two (2) years of ownership, it will be considered a violation of the Association Governing Documents.
- The occupancy must be in accordance with the requirements under the Governing Documents, including those that relate to Rainberry Bay as an adult community pursuant to Article VI, Section 18 of the Declaration.
- Homeowners renting their property must first contact the Management Office for the necessary documentation and procedures.

- If a Homeowner circumvents the procedures, the renter/applicant will be disapproved. Enforcement of these rules is applicable to the owner.
- Homeowners must be current with all assessments and must remain current throughout the terms of the lease.
- No lease will be for a period of less than three (3) months, and only one rental per year is allowed.
- Approval may be given to extend existing leases if there are no changes to content.
- The lease will designate Rainberry Bay Master Association as the Owners' agent in all matters pertaining to violations and enforcement of the Restrictive Covenants and Rules and Regulations, including legal action, after proper notification to the Homeowner.
- Rainberry Bay Master Association, as agent, may terminate any lease, and/or initiate eviction proceedings for continued violations, and all costs and attorney's fees will be assessed against the Owner.
- The lease must prohibit the occupancy of the residence by more than four (4) persons, or anyone under the age eighteen (18).
- One of the signatories of the lease must be at least fifty-five (55) years old and must be one of the lessees in residence.
- The Rentals and Resales Committee will receive all documentation and will conduct an interview.
- A leasing permit must be obtained by the Homeowner at the current rate from the City of Delray Beach to be part of the documentation submitted.
- Management will complete a background check and include the report in the documentation package.
- Rainberry Bay Master Association charges a one-time, non-refundable application fee of $150.00 per person, set by the Board of Directors, and payable to: Rainberry Bay Master Association.
- If there are any changes or lease renewals for the following year, they are subject to re-approval of the Rentals and Resales Committee, and a new lease must be submitted.
- Homeowners who fail to obtain prior approval for rentals as provided for in these rules and regulations or do not remain current in their maintenance/assessments will be fined a sum of $500 and additional $50 for each off
- Copies of all documentation will be filed in the Homeowner's file in the Management Office.
- Rental of an individual room within a unit is NEVER permitted.

LESSEES' RIGHTS AND RESTRICTIONS

- Limited to no more than two (2) vehicles and will be issued up to two (2) bar code decals obtained from the Management Office.
- Permitted to use all the facilities at Rainberry Bay and to entertain their own guests.
- Must abide by all the Rules and Regulations set forth herein and the Rainberry Bay covenants and restrictions.
- Must be provided a current set of Rules & Regulations by the Owner.

HOMEOWNER'S RIGHTS AND RESTRICTIONS

- The Homeowner's barcode will be deleted from the system for the period the tenant is occupying the property.
- The tenant's bar code will be deleted at the end of the lease.
- The Homeowner's barcode number will be reinstated at the termination of the lease unless the lease is
- renewed.
- During the dates of the lease, the Homeowner is not permitted to use Rainberry Bay facilities, save as a guest of another Resident other than his lessee.
- Homeowners who, during an absence of 10 days or more, permit occupancy of their properties by guests or family members without a fee will notify the Management Office in writing of the length of absence, the duration of time the premises will be occupied, and the identity, as well as the number and relationship of those persons occupying the residence.
- Such guests are subject to all rules and regulations, covenants, and restrictions of the Association.
- Sanctions and fines may be imposed against the Owner for violations by the guests.

RULES FOR RESALES

- The term "purchase" will be conveyance for value, but will not include a conveyance by inheritance, a conveyance to an existing record title owner of the same home, or a conveyance to a trust or similar entity, where the beneficiary is a current record title owner of the same home, or the parent or child of the current record title owner of the same home.
- To put a house up for sale, a Homeowner will contact the Management Office for the necessary Sale of Property in Rainberry Bay documentation packet.
- All completed documentation is subject to review for approval or rejection by the Rentals and Resales Committee and the Master Board of Directors.
- No closing or transfer of title will take place without said approval.
- Failure to comply will be deemed a breach of Rainberry Bay Rules and Regulations, rejection of the sale, and may cause legal action against the seller by Rainberry Bay Homeowners Association.
- A lien will be placed against the property if the current Owner is in arrears for assessments and late charges or fines are unpaid at the time a home is for sale.
- Attorney's fees including cost of preparing and filing the claim of lien will be added to the amount of the arrears.
- To maintain our over-55 standing, for any purchase, at least one occupant must be 55 years of age or more and no Resident may be under the age of eighteen (18).
- Realtors must be instructed to contact the Rentals and Resales Committee for proper procedures.
- No "Open House" or display sign is allowed on any property in Rainberry Bay. All showings must be by
- appointment only.
- Buyers are required to be interviewed by the Rentals and Resales Committee and submit all necessary documentation 30 days prior to the closing date.
- Should additional family come to reside in the home for more than thirty (30) days, they must register with the office and pay a fee. A bar code will be given for the vehicle.
- A purchaser of property in Rainberry Bay is subject to all terms and conditions of the Rainberry Bay Rules and Regulations and Documents.
- The Management Office will supply the buyer with a copy of the most current Rules and Regulations as well as the most current Telephone Directory.
- It is the responsibility of the sellers to provide the buyer with a full set of documents.
- The buyer must be made aware that any additions or improvements to the roof, the landscaping, the driveways, etc., made by the previous owner, will not be covered by the Association.
- Any future additions or improvements to the roof, landscaping, driveways, etc., must be approved by the Architectural Committee in compliance with their rules.

STORAGE CONTAINERS (PODS)

The Board of Directors of Rainberry Bay has endorsed the following policy to allow for the use of "PODs" (a detachable container for the delivery, removal, or temporary storage of household furniture for Residents).

- PODS may only be used for the short-term storage of personal household items. No commercial items may be stored on any area of Rainberry Bay at any time.
- Any Resident wishing to bring a POD onto the property must inform the Management Office at least 48 hours in advance of the POD's arrival and the Resident must specify the location where the POD is to be situated.
- PODS must be stored in such a manner as to not create a danger to any person/property.
- The Resident accepts full responsibility for any damage caused to common property of Rainberry Bay and or another Resident.
- The Resident is responsible for documenting any existing damage to the common property of Rainberry Bay prior to the POD delivery or said Resident accepts all responsibility.
- PODs may be kept on Rainberry Bay property for no longer than four (4) consecutive calendar days.
- After four (4) days, the Resident will be subject to a storage fee of $100 per day payable to Rainberry Bay Masters Association.
- If the POD remains on the property for more than seven (7) days, it will be removed from the property at the Resident's expense.

- No Resident may bring more than one (1) POD onto the property at any time.
- If multiple PODs are needed, they must be scheduled as individual actions.
- If an infraction by the requestor exists (a prior POD delivery has caused damage or exceeded the allowable time limit on the property), no additional PODs will be allowed onto the property.
- PODs may only be delivered or removed between the hours of 8 AM and 6 PM, 7 days per week.
- No POD may be loaded or unloaded except between the hours of 8 AM and 8 PM, 7 days per week.
- All PODs must have appropriate protections (wood pads, etc.) always placed under them to protect the driveway and/or roadways.
- No POD may, at any time, block clear access to any common property, foliage, or landscape area.
- If a POD is to be used by a Resident to vacate Rainberry Bay, a five hundred ($500) dollar deposit must be delivered to the Management Office at least 48 hours prior to the delivery of the POD.
- Said funds should be made payable to Rainberry Bay Masters Association and will be returned upon inspection of all common areas after the POD has been removed and if storage in Rainberry Bay has not exceeded the allowable four (4) days.
- For Residents living in Houses, in addition to the general policy terms stated above, no PODS may be parked or stored on any street at any time.
- PODS may only be stored in the driveway for the specific home.
    - The POD must be parked in the driveway as close to the garage door as physically possible.
    - For Residents living in Villas, in addition to the general policy terms stated above, PODs may only be stored in the individual Resident's parking space only.
    - No POD may block ingress/egress to any common area, Resident access, or any other parking space.

BOARD OF DIRECTORS ELECTION RULES

SEARCH COMMITTEE (formerly Nominating Committee)

- The Board of Directors appoints a Search Committee chair. No one may serve on both the Search Committee and the Election Committee in the same year.
- The Committee will issue a FIRST NOTICE OF ELECTION AND ANNUAL MEETING which contains a Notice of Intent for all residents.
- The duties of the Search Committee are to answer potential candidates' questions and to inform them of campaign and election procedures, such as:
    - Eligibility requirements (listed below).
    - Resumes or profiles must be completed by potential candidates and submitted to the Beacon and the website for the February issue.
    - Candidates' Night requirements and date reserved for Theater with the Calendar.
    - Campaign requirements.
    - Election Night procedures.
- All Search Committee members will actively solicit people to fill vacancies giving all Residents a chance to run for the Board within the time limits established by Florida state law.
- It is preferable that the Chair of the Search Committee serve no more than two (2) consecutive terms.
- The Chair, using the venues of RIC, the E-blasts, the Rainberry Bay Website, and the Beacon, will advertise for volunteers to serve on this committee.
- The Committee will be comprised of at least five (5) but no more than nine (9) members, two (2) of whom must be past Board members.
- In addition, two (2) alternates may be selected.
- No sitting Board member, or any member of their household, may serve on the Search Committee.
- No relatives of prospective candidates may be on the Search Committee.
- Only one member of any household may serve on this committee.
- No renters may serve on this committee.
- If someone on the Search Committee, or the Board Liaison, wishes to run for the Board, then he/she must resign immediately from the committee and the alternate fills the vacancy.
- To hold a meeting, a quorum of no less than a majority of members must be in attendance.

- If the Resident meets the eligibility requirements outlined below, he/she must be accepted to run for their office of choice.

CANDIDATE REQUIREMENTS

- Candidates must be owners or trustees of record.
- In the case of Villas candidates, they must be owners of record of a Villa; in the case of Homes candidates, they must be owners of record of a House.
- Candidates may not be renters. iv. Candidates must be current in maintenance payments with no liens against their house or villa.
- There can be only one candidate per household.
- A person who has been convicted of any felony in this state or in a United States District or Territorial Court or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the Board unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.
- Any Resident who meets the above requirements may nominate himself or herself at any time prior to Candidates Night.
- Running for re-election, a sitting member of the Board of Directors:
- Must commit to run no later than Candidates Night so his/her name will appear on the ballot
- Need not appear before the Search Committee.
- The Property Manager will do all verification on potential candidates and report results back to the Search Committee.
- Candidates' Night
- Candidates' Night will be held a maximum of forty (40) days prior to the election, which is normally held on the first Wednesday in March.
- It will be facilitated by the Chair of the Search Committee.
- All Candidates will appear before the community to present their qualifications and submit to any questions from constituents.
- Nominations from the floor will not be accepted on Candidates' Night.

ELECTION COMMITTEE RULES

- The Board of Directors will appoint a Chair to select a committee, which will follow the procedures described below.
- The committee should be made up of a minimum of twenty-five (25) members of the community, able to do both voter registrations and ballot counting.
- Once there is an official panel of candidates greater than the number of vacancies, the committee will prepare a cover letter as a SECOND

NOTICE FOR THE ANNUAL MEETING AND ELECTION.

- These packets will contain at least, but not limited to: Guide to Voting, Sample Absentee Ballot, Ballot Envelope, Letter of Intent for any Homeowner wishing to self-nominate.
- A cover letter with specific voting procedures will be included with the mailing.
- Per Florida Statute, notice of the annual meeting need not include a description of the purpose or purposes for which the meeting is called.
- All enclosures will be mailed to Homeowners from an up-to-the-moment roster maintained by the Management Office.
- Election packet should be mailed immediately after Candidates' Night, but no later than thirty (30) days prior to the designated election date to be held on the first Wednesday in March.
- Any ballot cast, whether absentee, electronically, or in person is irretrievable. Once the ballot is turned in, it is final.
- No ballots may be counted prior to the election but will be kept in a locked ballot box in the Management Office.

- Any ballot received after the election is declared closed is void and will not be counted.
- Should a position be unopposed, it will be considered a non-contest and no election will take place.
- The Property Manager will provide to the Election Committee no later than one week prior to Election a current roster of all unit Owners in the Villas and Homes Associations.
- Rosters will be separated by Homes and Villas alphabetically for use by the registrars.
- Any new Resident who has taken title of a unit one week prior to election night must be cleared by the Election Committee by submitting proof of purchase to obtain a ballot.
- Should a candidate for the Board resign or withdraw after the ballots or limited proxies have been printed, any vote for that candidate will be invalid and not included in the count.

VOTING DAY PROCEDURES

- Voting day will be held on the day of the regularly scheduled March Homeowners' Annual Meeting,
- usually the first Wednesday of March.
- All voters must be prepared to show a valid picture ID and be assigned the designated voter for the household.
- There will be only one vote per household.
- If more than one ballot is submitted for a lot or parcel, the first ballot cast will prevail.
- If you are uncertain of the designated voter, call the Management Office to fill out a corrected form.
- Both candidates and voters may request to see the election tally.
- Any candidate is entitled to request a recount which must take place within 48 hours of the election.

MID-TERM VACANCIES

- In accordance with the Amendments to the Articles of Incorporation and Florida statutes, a majority of the remaining nine (9) Master Board members will appoint a qualified replacement for the Master Board.
- Also, according to the Amendments to the Articles of Incorporation and Florida statutes, the remaining Villas Board members will appoint a replacement for the vacancy.
- Until, or if, the Amendments are filed for the Homes Board, if the remaining term is more than 6 months, there must be a special election held as soon as expedient.
- For less than 6 months, the remainder of the Board may appoint someone to the open position. In no case may the position be left open.
- The replacement is subject to the same qualifications listed for all candidates.
- In cases of Recall, the above procedures will be followed in accordance with the Amendments, the Articles and Florida statutes.

BOARD LIAISON DUTIES

The Master Association has created standing committees who must follow the rules set for them. Board members serve each of these standing committees, according to the following guidelines.

- Liaisons should not participate in the committees' business but make regular reports to the Board for the
- committee when requested.
- Liaisons may volunteer for or be designated to oversee a committee which is not necessarily within the scope of the Association they serve.
- Liaisons are not in charge of committees and have no vote on committee matters.
- Liaisons may not serve in that capacity to any committee where their spouse or partner serves as chairperson.

ARCHITECTURAL **CONTROL BOARD**

The authority for ACB decisions derives from Sections 12 and 13 of Article VI of the Master Association Documents of Rainberry Bay. The purpose of the ACB is to preserve the aesthetic appearance of Rainberry Bay and assure that all exterior changes comply with Rainberry documents and the laws and ordinances of Delray Beach.

- A complete set of current ACB rules and required forms for proposed changes may be obtained at the Management Office or downloaded from the HOA website.
- The completed forms, accompanied by all required drawings, survey, license and insurance information must be returned to the office for ACB review.
- The ACB reviews all requests for changes to the exterior of homes and villas including modifications, alterations, additions to the fronts, landscaping changes, changes to driveways, sidewalks, roofs, and paint color.
- No work shall commence until ACB approval is obtained. Once approved, the unit owner will be notified to pick up the paperwork and must take any necessary items to the City of Delray Beach Building Inspection Division for issuance of the proper permits.
- No additions to the rear or sides of homes or villas nor any plantings may encroach on utility and drainage easements as shown on the survey or on a neighbor's privacy. There can be no changes to the original setbacks of single-family homes and patio homes.
- If the ACB denies permission to proceed for any reason, the Homeowner has the right to appeal to the Board of Directors. The ACB will present its reasons for disapproval and the Board will render its decision.
- Any proposed changes or additions must be aesthetically appealing and conform to the existing appearance of the development.
- If a contractor is to perform the work, his/her license number and insurance certificate must be included with the application.
- Vendors/Contractors performing EXTERIOR work in the community are not permitted entry until 8:00 am or after 6:00 pm.
- For specific details on all changes, you wish to make on the outside of your home, see the Management Office for a set of Architectural Guidelines.